

Albany Presbytery
Committee on Ministry

SEPARATION POLICY FOR PASTORAL RELATIONSHIPS

Voluntary Separation

1. The Book of Order acknowledges (G-14.0600) that the Presbytery may dissolve a pastoral relationship between a minister and a church. The ordinary occasion for this action is upon the pastor's request. Such voluntary separation may take place after written notice to the Session, the vote of the congregation, and the vote of the Presbytery. Resigning Ministers of Word and Sacrament will be paid the cash equivalent of their unused earned annual vacation at the official date of separation. No severance allowance will be paid. Churches may be moved by affection to provide other indications of appreciation.
2. After giving notice of resignation, the pastor should make arrangements to leave the position as soon as possible. As a general rule the pastor needs to leave the situation within 30-60 days. An exception to this rule may be in cases of retirement or when, after consultation with the pastor, session, and the Committee on Ministry, it is deemed to be helpful to the church for the pastor's termination to be more than 60 days from the date of the resignation. It should be understood that when a pastor has received a call to another congregation, that congregation is eager for their new pastor to begin his/her ministry as soon as possible. The separation date, which is the date at the end of the pastor's service plus compensated vacation time, shall be reported to the Board of Pensions in writing.
3. Most of the following reasons appear in the Book of Order for voluntary separation:
 - a. Pastor decides that he/she has done all he/she can do and simply finds another call (G-14.0601-.0602).
 - b. Pastor chooses to lay aside ordination/ask for release from ordained office (G-11.0414).
 - c. Pastor may renounce jurisdiction because of theological or relational differences within our denomination (G-6.0501).
 - d. Minister may join another denomination (G-10.0302; G-11.0416). This may also happen in conjunction with renunciation.
 - e. Minister may choose to become inactive and is removed (G-11.0415; G-11.0406c) from the roll of presbytery.
 - f. Minister is retired or honorably retired. (G-11.0412)
 - g. "Personal Reasons" rather than a specific reason is cited by the Pastor/Associate for leaving. This may be a polite way of covering a forced termination.

Involuntary Separation

1. G-14.0603 recognizes that a congregation may request such a dissolution without the pastor's concurrence. Although the necessary technical steps required to affect the dissolution are the same as in ordinary dissolution processes, the procedures are more involved. The primary connection between the Presbytery and a church in which there are pastoral relational difficulties is the Committee on Ministry liaison team. This team or the Session of the church may request a special subcommittee of the Committee on Ministry to inquire into the circumstances of the difficulty.
2. The Committee on Ministry has the authority to recommend immediate termination of ministry and dissolution of the pastoral relationship in cases in which documentation is provided of specific heretical, illegal, or immoral behavior on the part of the minister. Since such a situation is obviously of an extremely serious nature the Committee on Ministry will require substantive documentation. Moreover, the Committee on Ministry may initiate disciplinary action to be undertaken by the Presbytery according to the Rules of Discipline. Since the congregation cannot in any way be deemed to be the cause of such behavior on the part of the minister the congregation would not normally be required to provide any form of severance compensation but may provide one month's salary, pension, medical insurance, and housing consideration or one month's notice and the cash equivalent of the pastor's unused earned vacation time; although compassionate consideration for the minister's family (if there is such) should be considered in reaching agreements. Pastor Emeritus status will not be given to a pastor where dissolution comes under such circumstances.
3. When the dissolution of the pastoral relationship is sought by the congregation based on retrenchment in budget, the need to eliminate a position, or other circumstances arising out of no fault of the pastor, written notice must be submitted to the Committee on Ministry after consultation with the pastor. The Committee on Ministry liaison team shall meet with the Session and pastor, and satisfy themselves as to the rationale for this action and to determine whether reasonable alternative measures have been exhausted.
4. If a pastoral relationship is terminated involuntarily under circumstances described in #3 of this section, the congregation is asked to give six months notice of the dissolution and to pay salary, pension, medical insurance, and housing consideration. If notice is not given, the congregation may be asked to provide six months salary, pension, medical insurance, housing and the cash equivalent of any unused earned vacation time. Relocation is time consuming. Other measures, sensitive to the needs of the pastor, may be included in the agreement.
5. When the dissolution of the pastoral relationship is sought by the congregation based on general perceptions of inadequate leadership, matters of personal style, differences in expectation, or a sense of dissatisfaction, and in the absence of the specific documentation required in #2 of this section, the Committee on Ministry will engage in a more extended process with both the minister and the congregation to determine the nature of the conflict and to seek its resolution. Ordinarily, issues of performance shall be addressed by the Session in the annual performance review of the pastor. The results of such a review are to be communicated in writing to the pastor and a plan negotiated to address any specific matters. The Committee on Ministry liaison team may assist in this conversation. Only after reasonable efforts at resolution have failed should dissolution

negotiations begin. The Committee on Ministry may recommend the use of conflict resolution consultants in addition to its own resources before recommending the dissolution of a pastoral relationship in this kind of situation.

6. If a pastoral relationship is terminated involuntarily under circumstances described in #5 above, the congregation may be asked to provide financial severance compensation for the minister. This compensation would normally include salary, pension, medical insurance, and housing consideration and would ordinarily be based on a formula of one month severance benefit for each year the pastoral relationship has existed up to a maximum of six months or until other significant employment is secured if earlier.
7. In any event of involuntary termination the Committee on Ministry retains responsibility and concern for the minister as a member of Presbytery including recommendations and/or requirements for continuing education, career counseling, corrective therapy or treatment as appropriate.
8. The process for involuntary termination of pastoral relationships shall include the following steps:
 - a. The Session or pastor communicates in writing to the Committee on Ministry the need for assistance in particular circumstances: a conflict, dissatisfaction, or assessing an unsatisfactory performance review.
 - b. The Committee on Ministry will respond with the liaison team and appropriate resource persons to meet with all parties to bring about a resolution and inform all the parties of the Presbytery's policy on involuntary termination.
 - c. The Session, Pastor and the Committee on Ministry negotiate, approve and sign a written dissolution agreement.
 - d. The Committee on Ministry approves the written dissolution agreement.
 - e. Copies of the written dissolution agreement are made available to members of the congregation no later than the date of the first call for the congregational meeting at which the dissolution of the call and the written dissolution agreement are to be considered.
 - f. The congregation votes on the dissolution of the call and the written dissolution agreement. This meeting of the congregation is to be moderated by a member of the Presbytery appointed by the Committee on Ministry.
 - g. The Presbytery approves the dissolution and the written dissolution agreement. The agreement is not effective until the Presbytery has voted to approve the agreement.

Dissolution Agreement

The Dissolution Agreement shall contain:

- a. The names of the parties (name of pastor, particular church, Presbytery).

- b. The specific reason(s) for dissolution.
- c. All financial agreements including but not limited to: salary, pension, medical insurance, housing consideration, compensation for unused earned vacation time, provisions for use of office, equipment, furnishings, materials, and terms and time limits on physical presence following dissolution.
- d. A provision that if the pastor finds other employment prior to the end of the term of the agreement, the congregation's financial obligations end as of the date that employment begins, and part-time employment will result in prorated adjustments in financial payments.
- e. A clause that releases each party from legal action unless the agreement is not fulfilled.
- f. A statement regarding whether or not the Presbytery will participate in the agreement, and if so, to what extent.
- g. A statement of financial arrangements and how payments are to be made, by when, and by whom.
- h. A statement of the specific amounts to be paid if a lump sum payment is desired by either or both parties.
- i. Date and signature of all of the parties, the Session/congregation, Pastor, and Presbytery.
- j. The statement is to be put into the Presbytery minutes, the Pastor's file, and the file of the particular church.
- k. The separation date shall be the date at the end of the pastor's service plus compensated vacation time, notwithstanding any agreement for continuing compensation. That same separation date shall be reported to the Board of Pensions in writing, along with the terms of the Dissolution Agreement as they pertain to continuing compensation and pension and medical dues.

Adopted by Presbytery 06.13.06
COM 10.12.05