

Termination and Separation Policy

I. BACKGROUND:

We believe that ministerial relationships are called into being by God. The dissolution of such relationships is also to be understood as a response to God's intention. There are times in which disagreements arise about whether or not it is God's will for a specific work to change, continue, or end. Unfortunately, not all relationships between ministers and calling bodies are helpful to the mission of the whole church of Jesus Christ. In cases where closure is needed for ministerial relationships in serious conflict, we seek to respond with compassion and justice. This policy provides guidelines for termination of these ministerial relationships through work of the Commission on Ministry in Salem Presbytery. (Although this policy refers particularly to ministerial relationships, it can provide termination guidance for any other employment in Salem Presbytery.)

The process of separation is a significant part of ministry, reflecting the character and the priorities of the congregation or calling body, the minister, and the Presbytery. Almost every dissolution of a relationship between a minister and a church or calling body is a time of shared mourning and unsettled change. Unfortunately, when pastorates are terminated with severe disagreement, then conflict, blame, and pain are seriously damaging to the minister and to the whole church. This policy for the termination process is not primarily about negotiating time and money, but healing broken people. Redemption is possible when love, fairness, and concern are addressed to all affected parties.

II. PURPOSE:

The purpose of the policy is, generally, to provide guidance, understanding, consistency, and fairness of termination practice throughout the presbytery, and specifically, to aid ministers, sessions or calling bodies, and the Commission on Ministry in the painful task of negotiating a fair termination in a ministerial relationship.

III. PRINCIPLES:

- A. This policy is to be applied when reconciliation is unlikely; it is about negotiating a reasonable and appropriate solution for separation, not an attempt to restore the relationships.
- B. Respect for the ministerial offices of the minister and the session or calling body, and the witness of the church are to be preserved.
- C. Timing and compensation for relocation of a pastorate is a task to be determined with care, it is never perfunctory.
- D. The Commission on Ministry will manage discussion and negotiation throughout this process.
- E. A minister and a session or calling body will work together, without attempting to recruit sympathetic supporters.

- F. The need for appropriate closure for the minister and for the calling body is to be acknowledged and respected.
- G. All conditions for separation shall be compatible with the provisions of the Book of Order.

IV. REASONS FOR SEPARATION:

- A. Separation by Staff Reduction. By no fault of the minister, necessary separation might occur with the elimination of a position, retrenchment in budget, or for other circumstances.
- B. Requested Separation. A request for dissolution of the pastoral relationship may be initiated by the minister or the calling body.
- C. Separation for Cause. Separation for cause shall include, but is not limited to: sexual misconduct, neglect in the care and use of church property or funds, conduct inconsistent with Presbytery standards, significant deviation from standards of Reformed theology, or other reasons which might lead to judicial process.

V. GUIDELINES FOR THE SEPARATION PROCESS:

- A. Every separation agreement shall be preceded by an appropriate process of reviewed evaluation, or conflict resolution, managed by the Commission on Ministry.
- B. All matters regarding the separation process shall be documented in writing by the session or calling body, with copies to the Commission on Ministry.
- C. The separation process shall be considered incomplete until the requirement of the Book of Order for the dissolution of the call have been met.

VI. SEPARATION PROCESS AND ALLOWANCES:

- A. Separation by Reduction –
 - 1. THE PROCESS – The calling body will consult with the Commission on Ministry regarding the circumstances which necessitate staff reduction. Negotiation for the dissolution of the relationship may proceed with representation by the Commission on Ministry. The severance agreement shall be approved with written notice of the terms, signed by the minister and the authority for the calling body (e.g. the Clerk of Session), vote of approval by the calling body, and vote of approval by the Commission on Ministry to be communicated to Salem Presbytery.
 - 2. ALLOWANCES – Twelve months notice or six-months severance pay should be provided, beginning at a date approved in the agreement.
- B. Requested Separation – Requested Separation may be initiated by the minister or the calling body.

1. THE PROCESS – The minister and the session or calling body shall meet with a representative from the Commission on Ministry to determine the advisability for dissolution of the relationship. Requested separation may occur with approval of the Commission on Ministry, written notice to the Session, and vote of the calling body.
2. THE ALLOWANCES – In determining the specific terms of the severance agreement, consideration must be given to the reason for separation, the financial situation and overall health of the congregation or calling body, and the circumstances of the minister. Salary and benefit continuation may be negotiated but should not exceed six months. Allocations for counseling for the minister and/or their family may be negotiated. The minister should make arrangements to leave the position within two months of the date of approval of separation.

C. SEPARATION FOR CAUSE:

The Stated Clerk and the Commission on Ministry shall be notified immediately upon hearing allegations of behavior inconsistent with the minister's ordination vows. All procedures consistent with the Book of Order's Rules of Discipline must be followed

VII. PROCEDURE FOR TERMINATION AND SEPARATION AGREEMENTS

A. PROCESS

The Commission on Ministry will be contacted for guidance prior to the negotiation of any termination agreement. The minister and the calling body will negotiate an agreement for termination with the counsel of the Commission on Ministry, abiding by the policies of Salem Presbytery and the requirements of the *Book of Order*.

In certain cases of separation by cause, the procedures outlined in the Rules of Discipline in the Book of Order must be followed. In other cases where the Book of Order is silent, the Commission on Ministry may recommend leave of absence or termination by the presbytery. Then the matter is put in the hands of the Commission on Ministry. Otherwise, the following process for termination will be observed:

1. The calling body and the minister approve a written severance agreement, with counsel from an appointed representative of the Commission on Ministry.
2. Copies of the written severance agreement are made available to members of the calling body no later than the date of the first call for the meeting at which the dissolution of the call and the written severance agreement is to be considered.
3. The calling body votes on dissolution of the call and the written severance agreement.
4. The Commission on Ministry approves the dissolution and the written severance agreement and communicates the dissolution of the relationship to the presbytery.

B. SEVERANCE/TERMINATION AGREEMENT PROVISIONS:

1. The type of separation (i.e: Separation by Staff Reduction, Requested Separation initiated by the Minister, Requested Separation initiated by the calling body, or Separation for Cause).
2. All financial agreements, including but not limited to:
 - Salary and benefits continuation, which normally shall not include reimbursement for unused study leave or earned annual leave.
 - Loan repayment or shared equity arrangement (where applicable).
 - Manse use (where applicable), normally not to exceed one month, with housing allowance provided for the duration of the severance/termination agreement.
 - Remuneration for counseling services for minister and/or family (where advisable).
3. Provision for use of office, equipment, etc., normally not to exceed one month from date of termination.
4. Terms and time limits on physical presence, normally not to exceed one month from date of termination.
5. Specification that if a minister finds full-time employment prior to the end of the term of the agreement, the calling body's financial obligations end as of the date full-time employment begins. Part-time employment will result in appropriate prorated adjustments in financial payments.
6. Normally, all financial arrangements will be conducted through the Presbytery office after the dissolution of the ministerial relationship. Severance payments will be made to the Presbytery at least seven days prior to the respective due dates for payment to the minister, and the Presbytery will make the respective

payments to the minister after receipt of payments from the calling body. This is intended to prevent unnecessary contact between the minister and the calling body.

7. Acknowledgement that the Presbytery will not assume financial liability for severance agreements.

SEVERANCE PROPOSAL for REQUESTED SEPARATION
Prepared by Personnel Committee
for
XXXX Presbyterian Church and the Rev. XXXX XXXXX
Date

Terms

Six months severance, per month:

Salary – At current rate

Housing – At current rate

Full Continuation in the Board of Pensions – (Health Insurance, Pension, D&D) at current rate

Remaining Vacation/Study Days - To be paid in lump sum OR added to ending date before severance begins.

Three months of Spiritual Direction (coaching/counseling) for the Pastor to assist in personal healing and discernment. (\$150/month, provided by reimbursement)

All benefits for pastor will be discontinued at any time before pay-off date should s/he receive full-time employment as of the date that employment begins. Part-time employment will respectively result in appropriate prorated adjustments in financial payments.

It is our hope that neither party will speak in a way that brings harm to the other moving forward.

Provide a positive letter of recommendation for the dedicated ministry work that the Pastor has provided to the church since beginning of call.

Congregational Meeting with Presbytery Moderator:

Ministry duties will cease effective (date).

Removal of personal property will be completed by (date).

Return to _____ all church property (including keys and passwords) by (date).

To protect both parties, we waive the right to pursue legal action unless this agreement is not fulfilled.

DISSOLUTION AGREEMENT
TERMS OF DISSOLUTION

The Rev. _____ and the _____ Presbyterian Church of _____ have agreed to request that Salem Presbytery dissolve the Pastoral Relationship that exists between them with the following terms: [Include in the actual agreement only those provisions which are appropriate.]

1. Financial terms:

Compensation for unused Vacation Leave \$ _____

Other Provisions: _____

Provision for repayment of any loans: \$ _____

2. Severance Pay, if appropriate and negotiated:

A. Salary \$ _____

B. Housing \$ _____

C. Other \$ _____

D. Length of Severance Period _____

E. Pension dues will be paid on all severance payments.

Payments will be made:

___ Through the church payroll service.

___ Through the Presbytery Office (how often each month _____)

Dates:

A. Effective date the ministry duties will terminate: _____

B. Date minister will return all church property and vacate the church office: _____

C. Date minister and family will vacate the manse: _____

3. Other terms:

A. The minister, acknowledging receipt of financial payments under this agreement, covenants and agrees that they waive all rights to demand and/or secure a civil court and/or a jury trial with respect to adjudication of the matters contained in this Severance agreement, in matters that pertain to their ministry in the church and/or the negotiations that have led up to this agreement.

B. All unpaid financial payments to the minister shall cease at the date, before the end of financial payments under this agreement, the minister accepts another position for full time employment or adjusted if the minister accepts a part time position.

C. All parties agree to conform to and abide by the policies of Salem Presbytery and understand that all financial payments shall be forfeited, if the minister

violates these policies and those stated in Termination and Dissolution Policy of Salem Presbytery. All parties shall sign the Policy Regarding the Relationship of Departing Ministers to their Former Congregations.

D. The minister agrees to meet at least monthly with a counselor mutually agreed upon by the minister and the Commission on Ministry and paid for by the minister. Alternatively the minister agrees that, no later than the end of the second month of this agreement, the minister will participate in a Professional Assessment such as that provided at the Ministry Development Services in Charlotte, NC, whose cost will be shared equally by the minister, congregation, and the presbytery. Failure to meet these expectations shall result in the forfeiture of unpaid financial payments.

E. For and in consideration of the monies and other items of financial consideration, formally set out above, and for other good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, minister and Releasees (as hereinafter defined) do hereby agree to the terms of this Mutual Release and do hereby release, acquit and discharge the Presbyterian Church (U.S.A.), the Synod of the Mid-Atlantic, Salem Presbytery, the church (as more fully named in first sentence of this Agreement), jointly, severally and individually, each individual member of the church, church officers presently or formerly associated or affiliated with any of the aforesaid entities in any manner, and their present and former officers, employees, attorneys, agents, personal representatives, predecessors, successors and assigns, and each of them (hereinafter collectively known as releasees) and releasees do hereby release, acquit, and discharge the minister from all and only all civil and contractual claims, causes of action, suits, and injuries, known and unknown, which minister/releasees, may have had or may presently have against the minister or any of the releasees, including but not limited to any and all civil and contractual claims, causes of action, suits, injuries, damages, losses and rights arising from minister ' s employment by church. To the end that this mutual release shall serve to release all parties from any and all claims only. This Release specifically does not release any party hereto from any and all actions which could result in ecclesiastical and/or disciplinary actions, which may have occurred or may occur hereafter..

4. It is understood that this Severance agreement is a final disposition of all matters between the minister and the releasees. This Severance agreement contains the entire agreement between the parties hereto and any representations made before or during negotiation are hereby merged in their entirety and this agreement may not be modified.

The undersigned parties have negotiated this agreement in good faith and have every intention of being faithful in fulfilling it and further agree to the releases contained herein, representing that they understand its contents and sign it as their own free act after a full review of the contents.

Approved by:

Minister on: _____
Minister

Session on: _____
Clerk of Session

Congregation on: _____
Moderator (if not Pastor), or Clerk of
Congregational Meeting

COM on: _____
Chair of COM

Presbytery on: _____

1 Copies to: Minister, EP, Clerk of Session, Stated Clerk, Chair of COM