

DISSOLUTION/TERMINATION POLICY  
Pastor and Associate Pastor  
**Book of Order G-14.0600**

The power to establish and dissolve pastoral relationships (pastor, co-pastor, associate pastor) belongs to the Presbytery. Just as the establishment of a pastoral relationship requires the vote of the congregation and Presbytery on the call and the terms of call, the dissolution of the pastoral relationship requires the vote of the congregation and Presbytery on the dissolution and its terms. Presbytery's vote is the action which dissolves the relationship.

GENERAL PRINCIPLES

1. The committee on Ministry (COM) is Presbytery's instrument for working with pastors and congregations concerning the ending of pastoral relationships as well as establishing and maintaining them (G-11.0500).
2. Both pastors and congregations have the right to request that pastoral relationships be dissolved, remembering that Presbytery has the ultimate authority.
3. The effective date of the dissolution ends all responsibilities of the pastor to the church and the church to the pastor. Therefore, the dissolution date should be set for the end of any accrued vacation. Presbytery may allow exceptions to this with specifically stated detail in the approved terms of dissolution.
4. Study leave time and expense allowance are intended to benefit the church as well as the pastor, and, therefore, are not considered earned benefits requiring compensation at the end of a pastoral relationship.
5. Terms of dissolutions include, but are not limited to, all financial agreements (salary and benefits, loan repayment, shared equity, expense reimbursement, medical reimbursement), manse usage, use of office and equipment, etc.
6. Salary and benefit continuation provisions will ordinarily include the understanding that the church's obligation ends, or is reduced on a one for one basis, when the departing pastor secures alternate employment.

CATEGORIES OF DISSOLUTION OF THE PASTORAL RELATIONSHIP

1. Resignation: The pastor requests that the relationship be dissolved in order to accept another position, retire, or for some other personal reason. There are no special terms of dissolution other than the fulfillment of the contractual agreement, i.e., unused vacation, repayment of housing loans, etc.
2. Negotiated Termination: Either the pastor or the Session may request that COM assist in negotiating a peaceful and appropriate end to a relationship which they feel is no longer workable. This may be the result of funding limitations, changing ministry environment, poor performance, or any other situation that brings into question the viability of the pastoral relationship. In determining the specific terms of the dissolution, consideration must be given to the reason for separation, the financial situation and overall health of the congregation, and the specific circumstances of the pastor. Salary and benefit continuation may be negotiated but will not normally exceed six months and the cash equivalent of unused earned vacation.

3. Dissolution for cause: The pastoral relationship may be dissolved as a result of judicial action or Presbytery determining that “the church’s mission under the Word imperatively demands it.” There are no special terms of dissolution other than the fulfillment of the contractual agreement, i.e., salary and benefits paid up to the date the relationship is dissolved, cash equivalent of unused earned vacation, etc.

#### STEPS FOR PASTOR AND SESSION

1. The Pastor should first communicate the intention to resign to the Committee on Ministry and the Executive Presbyter before making the announcement public. An Associate Pastor should also inform the Pastor/Head of Staff.
2. The Pastor should work with the Session to reach agreement on dissolution date and plans for the fulfillment of all obligations, taking into account accrued vacation, salary and other contractual agreements.
3. **The Session calls a congregational meeting and notifies** the congregation in writing of the pending change in the pastoral relationship and any special terms or conditions. The notice of the called meeting should indicate the purpose:

The Session calls a Called Meeting of the Congregation of \_\_\_\_\_ *church* \_\_\_\_\_ to act on the request of our pastor (associate pastor) to dissolve the pastoral relationship effective \_\_\_\_\_ *date* \_\_\_\_\_ and to forward this recommendation to presbytery.

4. The congregational meeting shall be held. The Committee on Ministry encourages the appointment of an **alternate** moderator for the meeting. **Arrangements for this shall be made with the COM’s Moderator.**
5. The Committee on Ministry and the Presbytery Stated Clerk shall be notified of the action of the congregation. Presbytery action is necessary to complete the dissolution.
6. The Session, through its proper committee, should immediately make advance arrangements for the supply of the pulpit, at least for a few Sundays following the vacancy.
7. The Board of Pensions shall be notified of the changes being made.
8. Each church shall pay the 12% portion of pension during the vacancy, based on the former pastor’s salary. This is not for the benefit of the former pastor, but is part of the overall actuarial plan of the Board of pensions, approved by the General Assembly.
9. All contractual obligations and responsibilities shall be completed.
10. Both the pastor and the church should move to the next steps after appropriate farewells.
11. A group of elders will work with the Executive Presbyter to secure the services of an Interim Pastor or Stated Supply Pastor.

See also:

*Procedure No. 2: Congregational Meeting for Dissolution of Pastor Relationship*