

DISSOLUTION AND SEPARATION POLICY **PRESBYTERY OF NORTHERN KANSAS**

PURPOSE:

Anger, fear and frustration combine with many other emotions when a congregation and its pastor disagree about the continuance or dissolution of the pastoral relationship. In the midst of the difficult time, people search for direction. This policy is intended to provide that guidance.

The Presbytery of Northern Kansas is aware that every situation will have its own unique circumstances and dynamics. But there are also many similarities which can be addressed through presbytery policy.

Methods and models of the business community are helpful in many areas of the church's life; however, the particular issue of involuntary dissolution of pastoral relationships calls for a different model.

Therefore this policy is offered to speed up and smooth out the dissolution process, ease tensions and limit destructive exchanges between individuals, assure that the needs of both the congregation and the pastor are met, and protect all parties involved from civil litigation.

This policy applies only to the dissolution of a pastoral relationship.

POLICY:

1. The Presbytery of Northern Kansas expects parties in disagreement first to seek a mutually acceptable resolution of the disagreement through the counsel and mediation of the Committee on Ministry.
2. Any of the following parties in disagreement may request the counsel and mediation of the Committee on Ministry.
 - The pastor involved
 - The pastor's immediate family
 - The session, as a governing body
 - A number of elders equal to a quorum of the session

This request shall be made in writing to the General Presbyter or Stated Clerk of the Presbytery of Northern Kansas. The Committee on Ministry may initiate an offer of counsel and mediation if it deems such an offer prudent or necessary.

3. All dissolution/separation agreements shall be compatible with the provisions of the Book of Order and this Dissolution and Separation Policy.

4. A dissolution/separation agreement shall be documented in writing by the session to the General Presbyter or Stated Clerk of the Presbytery of Northern Kansas. A plan to cover the costs of an agreement must be included in the document.
5. A dissolution/separation agreement must be approved by both the congregation and the Presbytery of Northern Kansas before it can take effect.
6. All dissolution/separation agreements approved by the vote of the congregation and approved by the Presbytery of Northern Kansas shall be considered final and binding upon all parties. (Book of Order G-14.0603: “If the pastor does not concur, the presbytery shall hear from him or her [in person] the reasons why the presbytery should not dissolve the relationship. If the pastor fails to appear, or if the reasons for maintaining the relationship are judged insufficient, the relationship may be dissolved.”) It shall be the duty of the Committee on Ministry to monitor compliance with the agreements.

DISSOLUTION / SEPARATION PROCESS AND TERMS:

The Committee on Ministry shall use the following policy for counseling with pastors, sessions, and congregations regarding dissolution/separation agreements. The process for approving agreements ordinarily will be as follows:

1. The session and pastor negotiate and sign a written agreement with the counsel of the Committee on Ministry.
2. Ordinarily a separation agreement will include:
 - ◆ The date upon which the dissolution/separation agreement is to become effective
 - ◆ The date upon which all understanding shall have been completed
 - ◆ At least three months (not to exceed six months) continuation of effective salary, or a cash settlement based on at least three months, not to exceed six months continuation figures.
 - ◆ Continuation of payment of dues to the Board of Pensions for the same period as the agreed upon salary continuation.
 - ◆ Provision for use of office, equipment, etc., not to exceed 30 days from the effective date of separation.
 - ◆ Terms and time limits on physical presence on church premises, not to exceed 30 days from the effective date of separation.
 - ◆ A statement that if the pastor finds full-time call or comparable employment prior to the term of the agreement, the church’s financial obligations for the continuation of effective salary end as of the date said full-time call or employment begins. A part-time call or employment will result in appropriate prorated adjustments in financial payments.
 - ◆ A statement that financial arrangements will be conducted through the Presbytery office after the pastor’s departure from the church. The church will make separation payments to the Presbytery at least seven days prior to the respective due dates for said payments to the former pastor, and the

Presbytery office will make respective payments to the former pastor after receipt of payments from the church.

3. The Committee on Ministry approves the written agreement.
4. Copies of the written agreement are to be 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 pastoral relationship and the separation agreement is to be considered.
5. The congregation votes on the dissolution/separation agreement.
6. The Presbytery votes on the dissolution/separation agreement.

DISSOLUTION ABSENT AN AGREEMENT:

1. If parties to a disagreement are unable to reach a mutually acceptable dissolution agreement through the counsel and mediation of the Committee on Ministry, and if the Committee finds that the church's mission under the Word imperatively demands the dissolution of the pastoral relationship, then the Committee on Ministry shall recommend a dissolution to the Presbytery with terms of dissolution of its devising. Presbytery shall then proceed, according to the Book of Order G-11.0103c., and shall decide the terms of dissolution.
2. If Presbytery dissolves a pastoral relationship under terms with which the pastor disagrees, the pastor may appeal the Presbytery's decision by filing for remedial action against the Presbytery with the Synod.
3. If Presbytery dissolves a pastoral relationship with terms of dissolution that the congregation has disapproved, or if Presbytery dissolves a pastoral relationship that the congregation has not yet approved, then the Presbytery shall seek the participation of the congregation in meeting the financial terms of the dissolution, but shall be finally responsible for the terms it (Presbytery) approves.
4. If Presbytery dissolves a pastoral relationship with terms of dissolution that the congregation has approved, then the Presbytery's responsibility under this provision is cancelled.

Approved by COM: 9/3/02

SEPARATION AGREEMENT
(Based on the *Dissolution and Separation Policy*
approved by the Presbytery of Northern Kansas)

In accordance with the *Dissolution and Separation Policy* of the Presbytery of Northern Kansas, the _____ Presbyterian Church of _____

And the Rev. _____ have reached an agreement to dissolve the pastoral relationship as follows:

1. Date Dissolution/Separation Agreement becomes effective: _____
2. Date of completion of salary understanding: _____
3. Date of Completion of all understanding: _____
4. Terms of Salary Continuance: _____
Months of Continuance: _____
5. Continuation of Payment of Dues to the Board of Pensions for _____ months, i.e., until _____ (date).
6. Provision for loan repayment or a shared equity agreement (where applicable) as follows:
7. Use of the manse: Yes _____ No _____
8. Provision for use of office, equipment, etc., not to exceed 10 days from the effective date of separation.
9. Terms and time limits on physical presence on church premises, not to exceed 30 days from the effective date of separation.
10. Additional Requirements:
 - A. That the Session call a congregational meeting for Sunday, _____, for the purpose of asking the congregation to concur in the dissolution of its pastoral relationship with _____.
 - B. That the period of _____ through _____ be designated as vacation time for the pastor (if remaining vacation time has been earned but not used in the current year).
 - C. That the Session request the Committee on Ministry of the Presbytery of Northern Kansas to concur with this action, with its stated understanding that all provisions stated above apply.
 - D. That if the pastor finds a full-time call or comparable employment prior to the end of the term of the agreement, the church's financial obligations for the continuation of effective salary end as of the date of said full-time call or employment begins. A part-time call or employment will result in appropriate prorated adjustments in financial payments.

This agreement has been approved by the pastor, and after review and endorsement by the Committee on Ministry, will be submitted to the personnel committee and session. This agreement is contingent upon the approval of the session and the congregation. Signed copies will be given to all parties.

[Note: Copies of the written agreement are to be 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 pastoral relationship and the separation agreement is to be considered.]

Clerk of Session: _____ Date: _____

Approved by Pastor: _____ Date: _____

Approved by Committee on Ministry: _____, Moderator on _____ date

Approved by Congregation: _____, Moderator on _____ date

Approved by Presbytery: _____, Stated Clerk on _____ date