

## **THE PRESBYTERY OF SOUTHEASTERN ILLINOIS POLICY FOR DISSOLUTION OF INSTALLED PASTORAL RELATIONSHIPS**

### **BACKGROUND AND INTRODUCTION**

Ordinarily and ideally an installed pastoral relationship between the pastor/associate pastor and the congregation will be dissolved amicably and with a tone of celebration (and a measure of grief) as the pastor/associate pastor moves to a new field or to retirement. On occasion, however, the relationship is dissolved under less than ideal circumstances. For such occasions and due process, the Presbytery provides this policy to ensure some degree of care for both Pastor/Associate Pastor and Congregation. Toward that end, the following policy will be observed.

### **GOVERNING PRINCIPLES**

The relevant governing provisions from the *Book of Order* are:

*G-2.0901 An installed pastoral relationship may be dissolved only by the presbytery. Whether the teaching elder, the congregation, or the presbytery initiates proceedings for dissolution of the relationship, there shall always be a meeting of the congregation to consider the matter and to consent, or decline to consent, to dissolution.*

*G-2.0902 A pastor, co-pastor, or associate pastor may request the presbytery to dissolve the pastoral relationship. The minister must also state her or his intention to the session. The session shall call a congregational meeting to act upon the request and to make recommendations to presbytery. If the congregation does not concur, the presbytery shall hear from the congregation, through its elected commissioners, the reasons why the presbytery should not dissolve the pastoral relationship. If the congregation fails to appear, or if its reasons for retaining the relationship are judged insufficient, the request may be granted and the pastoral relationship dissolved.*

*G-2.0903 If any congregation desires the pastoral relationship to be dissolved, a procedure similar to G-2.0902, above, shall be followed. When a congregation requests the session to call a congregational meeting to dissolve its relationship with its pastor, the session shall call the meeting and request the presbytery to appoint a moderator for the meeting. If the pastor does not concur with the request to dissolve the relationship, the presbytery shall hear from him or her 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.*

*G-2.0904 The presbytery may inquire into reported difficulties in a congregation and may dissolve the pastoral relationship if, after consultation with the minister, the session, and the congregation it finds the church's mission under the Word imperatively demands it.*

Several principles of our polity also provide helpful background to understanding and implementing this policy:

1. Every call in the PC (U.S.A.) is an agreement between the Presbytery, the Pastor and the Congregation. All three parties are involved in every decision regarding the establishment of a pastoral relationship and the dissolution of a pastoral relationship.

2. When the Congregation and the Pastor are in agreement, the Committee on Ministry (COM) is empowered to act with the power of the Presbytery in this regard and report all such action to the Presbytery itself. If all parties are not in agreement, the action proceeds to the floor of the Presbytery as specified in the Book of Order.
3. All official matters regarding the dissolution of a Pastor's relationship with a Congregation shall be documented in writing and shared with all three parties.
4. All conditions for dissolution shall be compatible with the provisions of the Book of Order.
5. The dissolution process shall be considered incomplete until the congregation and the Presbytery vote on the dissolution of the call and any terms of the Severance Agreement.

### **REASONS FOR DISSOLUTION**

1. Resignation - Voluntary dissolution may take place after written notice to the Session, the vote of the Congregation, and the vote of the Presbytery which acts to dissolve the pastoral relationship. Resigning clergy will be paid the cash equivalent of their unused earned vacation pro-rated on a per diem rate *basis* at the official date of dissolution. After giving notice of resignation, the Pastor should make arrangements to leave the position in a timely manner in consultation with the Committee on Ministry (COM).
2. Negotiated Dissolution – Either the Pastor or the Session may request that COM assist in negotiating a peaceful and appropriate end to a relationship which either the Pastor or the Session believe 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 ordinarily exceed six (6) months and the cash equivalent of unused earned vacation pro-rated on a per diem basis. (See Appendix A)
3. Medical Disability – In the event separation without cause is occasioned by the medical disability of the Pastor, the Congregation will continue full salary, housing and benefits for a period of three (3) months, whereupon the Board of Pension's disability coverage, if granted, commences.
4. Dissolution for Cause – The pastoral relationship may be dissolved as a result of judicial action or presbytery determination that “the church's mission under the Word imperatively demands it” (G-2.0904). 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 prorated on a per diem basis, etc. Pastor Emeritus status shall not be granted to a minister terminated for cause.

5. Death in Service – In the event of the death of a Pastor, the salary and allowable benefits of that person will be continued by the Congregation to the spouse or dependent for up to three (3) months from the date on which the death occurs or until the Board of Pension death and retirement benefits commence. PSEI Staff can direct surviving dependents to further resources as needed.

### **GENERAL STEPS:**

1. The Pastor or the Presbyter for Congregational Care contacts the church's Committee on Ministry liaison.
2. The Committee on Ministry works with the Session to reach agreement on the dissolution date and plans for the fulfillment of all obligations, taking into account accrued vacation, salary and other contractual agreements.
3. The Session or the Presbytery calls a congregational meeting per their own rule for minimum notification requirements and gives notice at regular services of worship prior to the meeting (G-1.0503) of the pending change in the pastoral relationship and any special terms or conditions.
4. The congregational meeting is held. The Committee on Ministry requires the appointment of an alternate moderator for the meeting in all cases except Voluntary Dissolution. The Presbytery's Ethics Statement is read to the congregation and signed by the Pastor, Clerk of Session, and the COM representative.
5. The moderator of the congregational meeting notifies the Committee on Ministry, the Presbytery Stated Clerk, and the Presbyter for Congregational Care of the action of the Congregation. Presbytery action is required to complete the dissolution.
6. If the Congregation or the Pastor does not concur with the dissolution, opportunity will be granted to either party to appear before Presbytery Assembly to present reasons for not dissolving the pastoral relationship. (G-2.0902; G-2.0903)
7. When the dissolution is approved by the Presbytery, the Pastor and the Congregation, the Clerk of Session notify the Board of Pensions of the changes being made.
8. All contractual obligations and responsibilities are completed by all parties.
9. After an appropriate farewell, both Pastor and Congregation move to the next steps.

### **SEVERANCE AGREEMENTS**

Sessions are required to contact COM for guidance and counsel prior to the negotiation of any severance agreement.

Following the policies of the Presbytery of Southeastern Illinois, the Pastor and Session will negotiate an agreement. The process for approving the agreement will be in the following sequence, except when the Pastor is placed on administrative leave in accordance with the applicable Presbytery policy:

1. The Session and the Pastor consult with COM.

2. The Session, the Pastor and COM mutually agree upon a written severance agreement. (See Appendix B)
3. Copies of the written severance agreement are made available to members of the congregation no later than the date of the first call for the congregational meeting to consider the dissolution of the call and the written severance agreement. The agreement shall contain a termination date, financial terms, and the closure of any other issues which were part of the congregation's call to the pastor. Specific legal agreements between the Pastor, the Session and the Presbytery may be kept confidential.
4. The congregation votes on dissolution of call and the written severance agreement. The severance terms should not be amended by any party at the congregational meeting. (See Appendix C)

The agreement shall specify that if the Pastor finds full-time employment before the agreement term concludes, the church's financial obligations shall end as of the date said full-time employment begins. Part time employment of the pastor will result in appropriate prorated adjustments in financial payments under the agreement.

Financial arrangements will be conducted through the congregation's financial system or if necessary the Presbytery Office after the Pastor's departure from the church. If the latter, the church will make severance payments to the Presbytery at least ten days prior to the respective due dates for said payments to the former Pastor, and the Presbytery will make the respective payments to the former Pastor after receipt of payments from the church. The church will deliver to the Pastor any and all tax documents (such as W-2 forms) as if the church has paid the salary to the Pastor directly. Should a church default on payments under severance agreement, the Presbytery will not assume financial liability for the agreement. *(See, Appendix A, page 7, Authority of Presbytery and Committee on the Ministry.)*

Certain non-financial terms also must be included in any severance agreement providing for compensation following the date of dissolution:

1. As outlined in the Ethics Statement, the minister is to abstain from any pastoral duties and congregational or church-sponsored activities, and is to maintain accountability to the Committee on Ministry (COM) with regard to progress in a search process toward employment. The Minister shall not conduct worship services in the congregation or for members of the Congregation or their families he or she is departing as per the Presbytery's "Policy for Departure\*" and the "Ethics Statement." A minister, who following a single warning conducts such, shall immediately forfeit all of his or her remaining financial payments under the severance agreement.
2. A Minister who makes inappropriate contacts, including via electronic media, with his or her former Congregation or violates the Southeastern Illinois Presbytery's "Policy for Departure from a Congregation\*" and "Ethics Statement" shall be sent (by standard U.S. mail service to the last known address) two written warnings by the COM. Upon a third violation, after written notice to the Minister, the severance agreement will become null and void. Remaining financial payments under the severance agreement shall be forfeited.

3. In cases other than reduction in force, retirement, or the acceptance of a new call, the Minister may be required to meet at least monthly with a counselor mutually agreed upon by the Minister and the COM and paid for by the Minister or using the Employee Assistance Program of the Board of Pensions. Alternatively, and no later than the end of the second month of the agreement, the Minister may be required by the COM to participate in a professional assessment, the cost of which will be shared equally among the Minister, Congregation and Presbytery, with follow-up as required. Failure to meet these agreed upon expectations will result in forfeiture of all unpaid financial payments under the severance agreement.

## Appendix A

# THE PRESBYTERY OF SOUTHEASTERN ILLINOIS

## NEGOTIATING A SEVERANCE AGREEMENT

The involuntary dissolution of a pastoral relationship with a church is often a time of distress for both Congregation and Pastor. All parties are encouraged to act in a spirit of mutual forbearance, fairness and forgiveness. A measure of mutual reconciliation is possible even in the midst of dissolution. Feelings and process are often as important as facts in these matters. Honest statements of feelings and attempts at reconciliation are necessary for the future effectiveness of the Pastor and the future health of the Congregation. It is the responsibility of the church leadership – Presbytery, Congregation and Pastor – to create the climate for that to happen, relying on the Spirit of God and example of Christ for wisdom, strength, and guidance.

A thorough and fair severance package is in order following dismissal without prejudice. Severance is understood to include payments equal to salary, housing allowance or use of manse, and continuation of pension/medical/death and disability coverage, deferred income, annuities, and supplemental insurance, if any, for a specified period of time. Presbytery's Committee on Ministry (COM) must approve all terms of severance.

COM is available for consultation and counsel in conflict situations before such differences escalate to a crisis level. Only after all reasonable attempts at resolution have failed should termination negotiations begin. Written notice to begin negotiations will come from the Session or the Pastor after consultation with the COM. In determining the specific terms of the severance agreement, consideration must be given as 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 shall not ordinarily exceed six (6) months and the cash equivalent of all unused vacation time. Study leave or sabbatical leave will not be granted as part of a severance agreement.

### **Considerations for Pastors and Sessions**

**Salary and Pension/Medical Provisions:** Recognizing that clergy do not have access to unemployment security payments, COM recommends that Sessions consider paying full salary, housing, pension/medical/death/disability, medical deductible and SECA payments for between three (3) months minimum and six (6) months maximum beyond the effective date of dissolution, or until the Pastor has found full-time or part time employment, whichever occurs first. Payments should be made at one of the following rates:

- (1) the rate in effect at the time the pastoral relationship is dissolved;
- (2) rates mutually agreed upon by all parties; or
- (3) rates negotiated by the parties as part of the dissolution process.

Should a church default on payments under a separation agreement, the Presbytery will not assume financial liability for the agreement.

**Congregation-owned manse:** If a manse has been provided, but it seems appropriate to arrange for other housing prior to the effective dissolution date, the Congregation shall provide for other housing, either physically or financially. Otherwise, manse occupancy is expected to terminate on the effective dissolution date, and definitely at the end of the period covered by the severance agreement. A thorough inspection of the manse by a representative of the

Session, a member of the COM, and an additional officer of the involved Congregation must be made when the manse is vacated and prior to the departure of the Pastor. The Pastor shall be responsible for any damages to the manse beyond ordinary wear and tear. Any reimbursement for unusual damage shall be negotiated among the Session, COM representative and the Pastor. If the parties cannot agree the COM will determine what is fair.

Vacation, Study Leave and Allowances: Compensation for earned, unused vacation time shall be included in the agreement. Unless the Pastor and Session agree on other terms with COM approval, the Pastor should be paid the cash equivalent of the accrued but unused vacation at the effective date of dissolution. Accrued study leave or sabbatical time is forfeited, as well as compensatory accounts associated with study leave or sabbatical work. No additional vacation, study leave, sabbatical time, or financial credit for the same, will accrue following the date of dissolution while the severance agreement is in effect. Car allowances and other perquisites are not allowed after the date of dissolution.

Payment of severance allowance will not be provided in a lump sum. The salary will continue on a mutually agreed upon schedule throughout the severance period.

The Congregation's share of the Pastor's pension and other benefits payments will continue to be paid during the severance period.

Outplacement Assistance: The Pastor may be offered personal assistance, career planning guidance, and help in locating employment elsewhere. These services may be provided on an individual, group or consultative basis. These services may be offered to assist the departing Pastor with counseling required by the severance agreement.

Pastoral Contact: The Pastor is subject to the Presbytery's "Policy for Departure from a Congregation\*" and the "Ethics Statement" regarding professional contact with members of the Congregation after the date of dissolution.

Approval of the Congregation: When the terms of dissolution have been negotiated, the dissolution of call and the written severance agreement must be approved at a congregational meeting. The agreement must be shared with the Congregation no later than the time of the first notice given of the congregational meeting.

Signed Agreements: The Pastor, the Clerk of Session (on behalf of the congregation), and the COM moderator or his/her designee (on behalf of the Presbytery) will sign agreements of the terms of dissolution, including agreements not to sue.

### **Role of the Committee on Ministry:**

The obligations of the Committee on Ministry are to the peace and welfare of both the Congregation and the Pastor. As such, COM will first make every effort to assist Pastors and Congregations in finding successful conflict resolutions that do not involve the dissolution of pastoral relationships. Should dissolution prove necessary, COM will be faithful to both parties in the negotiations in the following roles.

Assist with Severance Agreement Negotiations: Pastoral calls are established and dissolved by the Presbytery. COM will represent the Presbytery as a party to the negotiations.

Approval of COM: The COM must approve the severance agreement.

Pastoral Counseling and Training: The Committee on Ministry may recommend or require appropriate counseling, training or other services for the Pastor. Continued receipt of severance payments during the period of the severance agreement may be contingent upon the demonstration to COM of a good faith effort in meeting these or other stipulated requirements.

Congregational Counseling and Training: In order to restore congregational vitality and address causes underlying the dissolution of the pastoral relationship, COM may recommend appropriate actions for the congregation to undertake.

Administration of Severance Agreement: If necessary, financial arrangements of the Severance Agreement may be conducted through the Presbytery Office after the Pastor's departure from the church. The Congregation will make severance payments to the Presbytery at least ten days prior to the respective due dates for said payments to the former Pastor, and the Presbytery will make the respective payments to the former Pastor after receipt of payments from the church.

Authority of Presbytery and Committee on Ministry: The Presbytery and the Committee on Ministry will require that both the Congregation and the Pastor fulfill obligations under the severance agreement, and may impose such sanctions as the Book of Order provides and as Presbytery deems appropriate. Sanctions may include, but are not limited to, withholding recommendations for future secular/ecclesiastical employment for the Pastor and refusal to allow the congregation either to begin or to continue a search process.

### **Role of the Pastor**

Congregations that provide a severance package to Pastors with whom they have dissolved a pastoral relationship are providing a benefit to a Pastor in transition, often at financial hardship to the church. The severance gives the Pastor adequate financial protection while seeking another calling or other employment, during a time when he or she would be ineligible for other types of assistance. Simultaneously to paying the severance package, the congregation also must provide regular compensation to the Interim Pastor. Therefore, it is incumbent upon the Minister covered by the severance agreement to be making every effort possible to secure a new calling or other employment.



**Appendix B**

**[Include in the actual Agreement only those provisions that are appropriate.]**

**SOUTHEASTERN ILLINOIS PRESBYTERY**

**MODEL (SAMPLE) DISSOLUTION AGREEMENT**

\_\_\_\_\_ Presbyterian Church gives thanks to God for the service of Rev.  
\_\_\_\_\_ as Teaching Elder.

Mutually the Teaching Elder, the Session of \_\_\_\_\_ Presbyterian Church, and Southeastern Illinois Presbytery agree that the best concern of each now is served by the dissolution of the pastoral relationship.

The Rev. \_\_\_\_\_ and \_\_\_\_\_ Presbyterian Church agree to request that the Southeastern Illinois Presbytery dissolve the pastoral relationship that exists between them with the following terms:

**TERMS OF DISSOLUTION:**

**I. FINANCIAL TERMS:**

Salary	\$ _____
Housing	_____
Compensation for unused annual leave (up to one (1) year)	_____
Provision for repayment of any loans	_____
Other provisions: _____	_____
Other provisions: _____	_____
Other provisions: _____	_____
Other provisions: _____	_____

**TOTAL FINANCIAL PACKAGE: \$ \_\_\_\_\_**

Pension dues will be paid on all severance payments

Severance payments will be made:

\_\_\_\_\_ Through the congregation  
 \_\_\_\_\_ If necessary, through the Presbytery Office

**II. LOGISTICAL ARRANGEMENTS:**

Effective date pastoral duties will terminate	____/____/____
Date Minister will return all church property and vacate church office	____/____/____
Date Minister and family will vacate the church manse	____/____/____

**III. OTHER TERMS:**

- A. The Minister, acknowledging receipt of financial payments under this agreement, covenants and agrees that he or she waives 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 his/her ministry for the Congregation, 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, if the Minister accepts another position



## Appendix C

# SOUTHEASTERN ILLINOIS PRESBYTERY

## ADDENDUM TO THE POLICY FOR THE DISSOLUTION OF PASTORAL RELATIONSHIPS

### The Congregational Meeting

The COM will appoint a neutral Moderator for the meeting.

- a. The call to the meeting is issued by Session. The Clerk of Session will arrange for verbal announcement of the call during worship services as per the Congregation's own rule for minimum notification requirements for congregational meetings (G-1.0502). Where the congregation customarily has more than one worship service each Sunday, the notice must be made in all worship services. In all congregations where the members customarily communicate in a language other than English, or in addition to English, the call will be issued in the language(s) in customary use by the congregation. The Clerk of Session will need to certify to the Committee on Ministry and the Moderator of the meeting that the call has been constitutionally made.

At its own discretion, the Session may also issue the call in writing, but this does not change the requirement for verbally announcing it. If the call is issued in writing, this correspondence is to be directed to those persons currently on the active members roll only.

In a situation where a majority of the Session is unable or unwilling to issue the call to such a meeting, the presbytery acting through the Committee on Ministry shall issue the call and shall appoint the Moderator.

The announcement will make clear that this is a special meeting of the congregation with a single item of business, and nothing else will be acted upon.

- b. The Clerk of Session will bring to the meeting a current list of the active members of the congregation as defined in G-1.0402. In all disputes regarding the right of a member to vote, the Clerk's list will be determinative.
- c. Following the call to order and prayer, the Moderator and Clerk of Session shall attest to the presence of a quorum of the active members as per the Congregation's by-laws. In the absence of a quorum, the Moderator will declare the meeting adjourned, close with prayer, and dismiss those attending.
- d. The motion regarding dissolution and severance will be made by a member of Session. The Moderator will explain that by a special policy of the Committee on Ministry, the motion cannot be divided so as to allow a vote on the dissolution and a separate vote on the severance agreement; neither can the motion be amended in any way.

Rationale: the severance agreement is the product of a three-way consultation and negotiation—with the Pastor, the Session, and the Presbytery. To amend it in any way is to have the congregation vote on something which the other parties

have not agreed to. The motion cannot be divided since the Pastor has agreed to terminate on the basis of this package only.

- e. In every instance where the dissolution/severance is the outcome of conflict, the vote on the motion will be taken by secret written ballot, on which will be written:

- In favor of the dissolution with the severance agreement
- Opposed to the dissolution with the severance agreement
- Abstain

- f. A motion to make a divided voting result unanimous will be out of order. A motion that adds comments of any kind to the record of the meeting will be out of order.
- g. The Clerk of Session, who has functioned as the secretary of the congregational meeting, will submit the minutes for the review and signature of the Moderator. When the Clerk's signature is added, the minutes are submitted to the next Session meeting for approval.
- h. The Congregation's action becomes final upon the concurrence of the Presbytery through its Committee on Ministry, when so delegated.

**COVENANT OF CLOSURE**  
**PRESBYTERY OF Southeastern Illinois**

The Rev. \_\_\_\_\_, the \_\_\_\_\_ Presbyterian Church, and the Committee on Ministry of the Presbytery of Southeastern Illinois, enter into the following covenant:

**1. I, the Rev. \_\_\_\_\_ agrees:**

- a) not to become involved in any leadership or advisory role (public, private or through social media) in the \_\_\_\_\_ Presbyterian Church congregation and
- b) not to intervene, support, or give advice to anyone involved in a congregational disagreement or dispute;
- c) not to officiate in any special events in the lives of former parishioners or of the congregation, including weddings, funerals, baptisms, worship leadership, church anniversary activities, etc. unless expressly invited by the Moderator of the Session;
- d) to refuse requests for pastoral services made by members of the congregation;
- e) to consult with the Moderator of Session and the Presbytery (Presbyter for Congregational Care and/or COM) prior to visiting the congregation, attending worship or attending a special event;
- f) to refrain from giving opinions or directions regarding church business;
- g) to explain and affirm the above principles to the congregation in writing (by letter or newsletter)and/or the pulpit before departing.
- h) It is understood that this policy does not affect or require termination of friendships with individuals in the \_\_\_\_\_ Presbyterian Church congregation.

**2. The Session of the \_\_\_\_\_ Presbyterian Church agrees:**

- a) to respect the terms of the Covenant agreed upon by Rev. \_\_\_\_\_ outlined above; and
- b) to interpret the terms of the Covenant to the congregation and to incorporate this agreement in the minutes of the congregational meeting when the pastoral relationship is dissolved; and
- c) to incorporate this agreement in the Session Minutes.

Signature, Pastor

Signature, Clerk of Session

Signature, COM Liaison

Date

## **CONTINUING ROLE OF THE COMMITTEE ON MINISTRY FOLLOWING DEPARTURE OF THE PASTOR TO ACCEPT ANOTHER CALL**

**First and foremost, the congregation shall be held in prayer as it proceeds through pastoral transition.**

The COM liaison shall meet with the session immediately following the departure of the pastor to:

1. recommend a moderator of the session that COM would bring to the presbytery for approval;
2. provide a list of approved clergy who might be available to preach and administer the sacraments on a temporary basis;
3. discuss with the session the alternate possibilities for pastoral leadership during the transition, i.e., interim pastor vs. temporary supply, and provide the recommendation of COM;
4. if the choice is to seek an interim, ask the Presbyter for Congregational Care to provide PIFs of clergy who are available and trained for interim work and/or assist the session in developing an appropriate Ministry Information Form (MIF) and entering it into the Church Leadership Connection (CLC) system;
5. provide a link to other resources in the presbytery that may assist the congregation in long-range planning, the development of a mission study, etc.
6. provide the session with a list of candidates suitable and available for consideration as interim pastor, temporary pastor or covenant pastor;
7. assist the session, or a designated Interim Pastor Search Committee, in selecting a person to be recommended to presbytery to serve during the interim period.

The COM liaison shall advise the session on the timing of the election by the congregation of a Pastor Nominating Committee.

On a continuing basis, the COM liaison shall provide guidance and support to the elected PNC as it seeks a candidate to present to the congregation to serve as installed pastor.

The COM liaison shall frequently be present at meetings of the PNC.

## **Appendix D. Dissolution and Vacancy**

### **Southeastern Illinois Presbytery Policy and Procedures for the separation of a pastor from a congregation.**

It is the intent of this policy to give guidance and direction in implementing this transition in accordance with the Book of Order which governs this process. The section governing the relationship of the departing pastor to the congregation is shown below.

#### **G-2.09 DISSOLUTION OF PASTORAL RELATIONSHIPS**

##### **G-2.0905 Officiate by Invitation Only**

After the dissolution of the pastoral relationship, former pastors and associate pastors shall not provide their pastoral services to members of their former congregations without the invitation of the moderator of session.

#### **WHEN PASTOR AND CONGREGATION RELATIONSHIP IS DISSOLVED**

A “Former Pastor” is one who no longer serves as pastor, associate pastor, interim, or in any temporary pastoral relationship (including Parish Associate) in a congregation once served, due to a call to other service, retirement, release from or termination from ordained office, involuntary termination, or the conclusion of a contract.

The Committee on Ministry has pastoral responsibility for all the minister members of the Presbytery. That responsibility needs to be exercised with special care during periods of transition for congregations when minister members depart or retire.

This document terms the process of pastoral transition “Separation Ethics.” Certain values are important to consider during the often highly emotional experience of the dissolution of a pastoral relationship. Such values include: effective leadership; congregational health and stability; the ability to deal with the pain, problems, and possibilities of separation; the ability of the Session, lay leaders, and congregation to move positively and effectively into the next chapter of their lives.

Ethical and professional standards should be followed in order to transition from the professional pastoral ties between the former pastor and the congregation. When all parties are intentional about the closure tasks, it helps to create space for new relationships to be established. When a pastoral relationship is dissolved, the nature and character of that relationship changes for both parties. Both pastor and congregation must disengage from what was and establish clear boundaries that enable all parties to engage and establish new beginnings. Because this work has the potential for a variety of difficulties, the following policy and guidelines have been adopted by the Presbytery to enhance the health and well-being of both the pastor and the congregation experiencing pastoral transition— including discovering healthy ways for congregations to relate to former pastors.

The pastoral relationship is very important, often deeply personal to people in a congregation. We realize the congregation for its part has built loyalties and meaningful relationships with the pastor and his/her family. While some may be happy to see a change in leadership, many will experience feelings of

deep anxiety about the change, as well as grief over losing a personal counselor and confidant. This relationship has evolved through study, teaching, preaching, administering the sacraments of Holy Baptism and The Lord's Supper, weddings, funerals, presence in times of crisis, and praying with and for members of the congregation, counseling, and shared leadership. From these times, there has been accumulated elements of trust, confidence, admiration, affection, fondness, respect, caring and love between the pastor and the congregation.

Ending such a relationship can be a trying and traumatic experience for the pastor, her/his family, and members of the congregation. It means "change," which can often be difficult to accept and integrate. The following guidelines are intended to help all parties to say "goodbye" in a healthy way.

## **GUIDELINES:**

Common understandings of mutually agreed upon boundaries can work to the benefit of all parties concerned. Whether the pastor lives in the same community, or in a different community, there need to be some intentional objectives concerning new roles and relationships between the former pastor, their family and the congregation. Because potentially difficult situations can occur involving the relationship of a former pastor to their former congregation, the Committee on Ministry, in the spirit of love and understanding, has adopted these guidelines to assist pastors and congregations going through this important life-changing transition. The tenacity with which the policy guidelines must be followed becomes more critical the closer the former pastor lives to the congregation and the community from which they are leaving.

One important clear boundary which must be conveyed from the pulpit to the entire congregation is the following statement:

*"When a pastor leaves a charge for whatever reason, there are bonds of affection that still tie that pastor and congregation together. Individuals among the church membership retain friendships with the former pastor. So on the day of dissolution and thereafter, the Presbytery through its Committee on Ministry takes the opportunity to remind church members and pastor that only the moderator of the session can invite a former pastor to participate in the life of the congregation in any professional or pastoral role. The Presbytery reiterates that a new era in the history of the congregation and the former pastor has begun, all parties are to rejoice and be glad in it."*

*(A printable version is in Appendix A)*

Prior to saying goodbye, it is incumbent upon the departing pastor to make sure that parishioners know that the pastor's relationship with the congregation will come to an end. It is important that parishioners understand that this change of relationship is necessary in order that the congregation will be free, in all respects, to make the adjustments necessary for the changes of leadership, interim and permanent, without the departing pastor's influence. The departing pastor is the one in the professional leadership role and therefore is the one who takes the initiative and leads in this transition process so that the separation that occurs is anticipated and carried through with foresight and effectiveness.

The former pastor shall cease all pastoral activity and services in and with the congregation upon the effective date of dissolution. For this reason, the departing pastor should use every opportunity, prior to the last day of the relationship, to prepare the congregation for separation. This can include sermons,



devotions, home visits, newsletters, etc. The former pastor shall adhere to the Boundaries Covenant signed by all parties. (Appendix B) Due care should be taken by the former pastor not to influence, directly or indirectly, by spoken, written, or electronic communication, the selection of groups chosen to nominate a successor, the selection of the successor, or the policies and practices of the successor. The former pastor best honors his/her ordination vows by exercising self-restraint regarding the business and spiritual well-being of the congregation. The former pastor may maintain friendships with members of the congregation, but must avoid spoken, written, or electronic conversations regarding policies, practices, people or programs of that congregation insofar as they might be perceived as attempting to influence decisions or relationships within that congregation, under no circumstances may the former pastor make public (or likely to be made public) statements or offer opinions critical of the interim or new pastor or staff.

The former pastor shall not pressure the new pastor to invite him/her to serve in any pastoral activity. This places an unfair burden on the current pastor. An appropriate response to congregation members and staff requests is to firmly communicate:

“For the continued health of the congregation, it is inappropriate for me to perform any pastoral function or service now that I am no longer the pastor.”

The former pastor may not accept invitations to preach in the former congregation or to assist or substitute for the installed pastor or interim pastor, except upon the invitation from the current pastor and Session and within the Boundaries Covenant. If the former pastor is approached prior to contact being made with the present pastor, an appropriate response is “\_\_\_\_\_ (name) is now your pastor. It is inappropriate to continue this conversation until he/she has been consulted.” The current Moderator shall ordinarily perform all weddings and funerals rather than deferring to the former pastor. It is incumbent upon the former pastor to notify the moderator, interim or successor whenever such a request is received.

One of the tensions inherent in ministry is that ministers serve churches, but they give up the privilege of being a member of a local congregation. For some, though certainly not for all, membership in the presbytery fills the void that membership in a congregation fills for most other Christians. The pastor’s family, however, usually become members of the congregation which the pastor serves. At the point of departure or retirement from pastoral ministry there is, typically, a sense of loss for the pastor’s spouse (and perhaps also for children who have remained in the congregation) which differs in quality from the loss experienced by the pastor. While a minister’s family does not lie within the COM’s jurisdiction, it does lie within our Christian concern. In the hope of loving one another as Christ loves us, the COM institutes a policy of pastoral care toward all ministers and their families around the time of departure or retirement, both to encourage them in their Christian walk as well as to assist the people in the ministry from which the departure or retirement is being made.

The pastor’s family during this time of transition will discover that the change is difficult and at times painful. Their situation comes to focus in three questions: Where to live? Where will their church membership be? How to handle church related friendships?

If the former pastor and family move to a new community the adjustment to their new life is somewhat easier. Their role in a new community and new church is entirely different from their years of experience in the previous congregation. In the new church of membership they are free to relate

directly and freely with members of the new church and to share their gifts in the activities and structures of the new church.

If the former pastor and family remain in the same community there is no rule that says the family must give up its present church membership. If they retain their membership, the family's closest friends are often in that congregation; however the family's relationship with the congregation changes. Their friends need to be free to develop relationships with the new pastor and his/her spouse and family just as they did when the former pastor and family first came to the church.

While spouse or children might remain in the congregation, they too will need restraint and grace as they relate to the new leadership and the changes he/she will bring. If they hold office in the church they must be ready to be supportive and accepting of the new pastor. If, however, they feel they must stay on to protect the legacy of the former pastor and/or programs, they should resign.

## **Social Media**

It is ordinarily appropriate for the Congregation and/or members and the former pastor to discontinue contact on any social media. This may involve "unfriending/hiding people in Facebook," "not following" on twitter and/or "deleting" contacts. For example, automatic birthday wishes should cease, as things like this continue to remind individuals about the wonderful pastor that left and their pastoral relationship. It will require extreme discipline to resist even the most innocent interactions as these have developed over time.

## **The Role of the Successor Pastor**

While this policy is intended primarily to protect the congregation and the new pastor from inappropriate and unhealthy relationships with and by the former pastor, it is also incumbent upon the successor pastor to recognize the potential benefits of a healthy relationship with a former pastor, especially when that pastor remains in the community. The former pastor has information, relationships, history, and influence that can facilitate the leadership transition when applied in a pastorally sensitive manner. The successor pastor is thus encouraged to work with the Session and COM to take whatever steps are necessary to ensure that a positive working relationship is established with the former pastor.