

Guidelines for Dissolution and Separation Savannah Presbytery

Purpose:

According to the Book of Order (G-2.0901), only the Presbytery may dissolve an installed pastoral arrangement. Other arrangements for pastoral services must also be approved by the Presbytery. Sometimes, a congregation and a pastor disagree about whether their pastoral relationship should continue or be dissolved. In such situations, anger, fear, disappointment, and frustration combine with many other emotions for the pastor, his or her family, the congregation, and the congregation's community. These guidelines are intended to establish a process to smooth out the dissolution process, to ease tensions and limit destructive exchanges between individuals, to assure that the needs of both the congregation and the pastor are met, and to protect all parties involved from civil litigation.

For the purposes of these guidelines, "pastor" shall refer to any Teaching Elder in an installed or temporary pastoral relationship or any Ruling Elder commissioned to pastoral service. These guidelines shall apply for full- or part-time pastoral arrangements.

Guidelines:

- 1) The Presbytery expects that the parties in disagreement over the pastoral relationship will first seek a mutually acceptable resolution of the disagreement. Parties to the disagreement are encouraged to seek the counsel and mediation of the Committee on Ministry. Any party to the disagreement may request the counsel of the Committee on Ministry by submitting a request in writing to the General Presbyter, Stated Clerk, or the Chair of the Committee on Ministry. The Committee on Ministry's Companion assigned to the congregation can help the party or parties prepare such a request.
- 2) If the parties fail to resolve the disagreement with the counsel and mediation of the Committee on Ministry, the parties shall negotiate a Dissolution Agreement. The Chair of the Committee on Ministry, the General Presbyter, or their designee shall facilitate the negotiation of the Dissolution Agreement. The facilitator shall invite the Session to designate no more than three persons and the Pastor to designate no more than three persons to participate in the negotiation process. All Dissolution Agreements shall be compatible with the provisions of the *Book of Order*.
- 3) The Dissolution Agreement shall be a written document which must be approved by both the congregation and the Committee on Ministry, acting on behalf of Savannah Presbytery. Copies of the written Dissolution Agreement shall be available to members of the congregation at the congregational meeting at which the agreement is to be considered. The dissolution shall not take effect until it is approved by the congregation and the Committee on Ministry.
- 4) Ordinarily a Dissolution Agreement will include:
 - a. The date on which the dissolution is effective;
 - b. The last date on which the pastor will be expected to perform ministerial duties;
 - c. Continuation of effective salary, payment of dues to the Board of Pensions, and other insurance benefits. Ordinarily, compensation shall continue for no more than 6 months from the date the dissolution is effective. The continuation of salary and Board of Pensions dues will vary with each situation, but shall take into consideration the financial resources of the congregation, the situation of the pastor's family, and the potential for the congregation and pastor to find new pastoral relationships. All parties

- 2) The last date on which the Pastor will be expected to perform ministerial duties: _____
_____;
- 3) Date after which the Pastor shall not use church office or equipment or be present on the church premises (except the manse if applicable): _____
List equipment which must be returned to the church by that date: _____

- 4) It is understood that all salary and benefits for the Pastor will be discontinued should s/he receive another call or other full time employment. If s/he receives a part-time call or employment, the undersigned Pastor, Session Representative, and Committee on Ministry Facilitator are authorized to negotiate prorated benefits.
- 5) Other Provisions: _____

We, the undersigned, having negotiated this agreement in good faith, will be diligent in fulfilling it. We agree that all parties will refrain from disparaging the others in any way. If this agreement is violated by either party, the terms of dissolution may be altered by the Committee on Ministry.

Pastor Signature Date

Session Representative Signature Date

COM Facilitator Signature Date

Approved at a duly called meeting of the Congregation held on _____
Date

Moderator of Congregational Meeting Signature

Approved by the Committee on Ministry on _____
Date

Committee on Ministry Chair Signature