

Presbytery of Lake Erie
Committee on Ministry
Policy on Minimum Terms of Dissolution
Re-Adopted by COM October 4, 2023

Background

This policy is intended to apply to all called and installed teaching elders and to those serving in temporary pastoral service (e.g., Commissioned Pastors, Temporary Stated Supply pastors, and others providing pastoral services more than 2 weeks per month), Certified Christian Educators and Certified Associate Educators within the presbytery. (G-3.0303c) Commissioned Pastors, Temporary Stated Supply pastors and others providing pastoral services will be referred to as “pastors”.

A pastoral call in the Presbyterian Church (U.S.A.) is intended to reflect the leading of the Holy Spirit of the Teaching Elder to service in a particular church. Under God, there are three parties to the call: the presbytery, the teaching elder (also called Minister of Word and Sacrament) or pastor, and the congregation. Ordinarily, it is the teaching elder or pastor who may eventually seek to dissolve his or her call in order to follow the leading of the Spirit to another call, retirement, or other alternative ministry. The concept of call means that no one should seek the dissolution of a call without earnest consideration of the will of God through prayer, and through the counsel of others, including the Committee on Ministry of the presbytery. It is hoped, and expected, that all parties to the call would seek the leading of God, and that most dissolution of calls would be planned, orderly, and amicable, thus affording the teaching elder or pastor adequate time to seek another call. In such cases, no severance agreement is required, and the agreement on any terminal vacation or sabbatical and end of ministry is a simple one.

Nonetheless, the Committee recognizes that it will not be possible to achieve a fully amicable dissolution in some cases. It is imperative that teaching elders or pastors and Sessions involve the Committee on Ministry as early as possible, informing them of situations where the peace and harmony of a particular church is threatened, so that the Committee might counsel with them in accordance with G-3.0307. Such instances are taken most seriously; in some cases, it may be necessary for the Committee to place the teaching elder or pastor on administrative leave; in others, the Presbytery may appoint an Administrative Commission to assume jurisdiction in place of the Session.

A teaching elder or pastor who vacates the pulpit and leaves the field before being called to another pastoral responsibility may appear to be a less desirable candidate to some Pastoral Nominating Committees. Therefore, where there are irreconcilable differences or conflicts between a congregation and pastor which require the pastor to vacate the pulpit for the peace and unity of the church and where no call is pending, it may be appropriate for several months severance to be provided. No severance agreement should be negotiated without the direct involvement of, and approval by, the Committee on Ministry.

It is the view of the Committee on Ministry that when a severance package is necessary, it should include a minimum of three months full effective salary and 6 months pension/medical benefits inclusive of vacation and study leave. Longer periods of full salary and benefits may be

appropriate depending upon the teaching elder's length of service in the congregation, as well as his or her particular circumstances, remembering our obligation to mutual forbearance with Christian charity; it should be noted that severance policies of industries outside the Church are not valid for purposes of comparison. The Committee will not ordinarily require a church to provide more than six months full effective salary inclusive of vacation and study leave. Such severance agreements may be phased out gradually (e.g., full salary for x months, two-thirds salary for y months, one-third salary for z months) or adjusted if the teaching elder finds less than full time employment or employment outside the ministry of Word and Sacrament. Any severance agreement should explicitly terminate when the teaching elder or pastor begins a similar new call. Lump sum payments of salary are not recommended for this reason and because such payments may be a particular hardship for the congregation to pay or may have unfavorable tax implications for the pastor. In cases where the pastor is in a less than full-time position, the Committee will aid the Session in negotiating acceptable minimum terms of dissolution.

Other items that may be considered in a severance agreement include: payment to the Board of Pensions, which may continue longer than salary payments; housing and utility allowances or use of the manse; and retaining the title of Pastor while on terminal leave (this may affect the BOP vacancy dues for which the church will be responsible). While relocation expenses are ordinarily the responsibility of the calling congregation, if a teaching elder or pastor must vacate the pulpit and leave the field to maintain the peace and harmony of the church, such expenses may be a part of the severance package. This and like reimbursements are subject to negotiation and approval through the Committee on Ministry, and in any event should be contingent on the receipt of itemized vouchers.

Severance agreements should also account for vacation and continuing education time earned but not taken; however, such time should not continue to accrue after the teaching elder or pastor vacates the pulpit and leaves the field. Likewise, the teaching elder's or pastor's entitlement to mileage, continuing education, and book allowances terminates when the teaching elder or pastor vacates the pulpit and leaves the field.

It is important for both the teaching elder or pastor and the congregation that the teaching elder or pastor not preach locally nor continue to officiate at marriages, baptisms, and funerals once his or her pastoral service has ended (as noted above, there may be a distinction between when the pastor leaves the field, i.e. is no longer required to serve the church, and when a teaching elder relinquishes the title of Pastor, i.e. the end of the pastorate for purposes of salary and benefits). Exceptions may be made by mutual agreement for previously planned weddings that will occur within three months (approximately) of the teaching elder or pastor leaving the field. The teaching elder or pastor ought graciously to explain this to any inquirers, and is not to accept any new events.

An exit interview conducted by the Committee needs to be scheduled with both the teaching elder or pastor and the congregation, and Committee members should be a part of the negotiation process.

The Committee reserves the right to modify any proposed dissolution agreement. If the terms of dissolution are agreeable to the congregation, the teaching elder or pastor, and the Committee, the

Committee may act to accept them on behalf of Presbytery. If one party is not agreeable, the matter will be forwarded to the Presbytery for action.