# MISSION PRESBYTERY COMMISSION ON MINISTRY POLICY AND PROCEDURES: ENDING INSTALLED PASTORAL RELATIONSHIPS

Note: This document applies only to installed pastoral relationships.

Acronyms

COM = Commission on Ministry

MP = Mission Presbytery

TE = Teaching Elder/Minister of Word and Sacrament. Used interchangeably with "pastor" and "minister." Refers to both pastors and associate pastors.

#### **Contents**

#### Preface

- 1. Dissolution Policy and Procedures
  - a. Voluntary resignation
  - b. Negotiated Dissolution
  - c. Retirement
  - d. Designated Pastor position
- 2. Ministerial Practices after Dissolution of a Pastoral Relationship
  - a. Ministerial Practices in Relation to a Former Parish
  - b. Ethical Standards from "Life Together in the Community of Faith" by PC(USA)
  - c. Social Media
  - d. Egregious Violations
- 3. Additional Information for Retiring Pastors
- 4. (Document) Covenant of Closure
- 5. (Document) Sample Departure Letter
- 6. (Document) Dissolution Agreement Form
- 7. Litany of Dissolution

# **PREFACE**

The call to ministry in a particular congregation is a four-way covenant between minister, congregation, presbytery, and God. A call begins when the congregation and minister discern separately and then together, and the presbytery confirms, that God is calling them to be in ministry together in a certain time and place.

When that call has come to an end, whether at the initiation of the minister, the congregation, or the presbytery, after discernment and prayer, this policy and procedure is intended to provide a fair and just process. Each partner in the covenant has responsibility to dissolve the call in a way that is faithful to the work of the church universal.

These policies assume that pastors, sessions, and congregations abide by the procedures outlined in the Book of Order regarding dissolution of pastoral calls. The Book of Order supersedes any provision of this policy that may conflict with it.

# 1. DISSOLUTION POLICY AND PROCEDURES

- a. VOLUNTARY RESIGNATION (a resignation entirely initiated by the pastor)
  - i. Timing and Notification: the Pastor gives the Session and the Commission on Ministry written notice of the request for dissolution. The Session will call a congregational meeting for the congregation's concurrence. Ordinarily, the effective date of dissolution will be between one month to two months from the announcement to the congregation.
  - ii. Vacation: Resigning pastors will be paid the equivalent of their unused earned vacation.
  - iii. Continuing Education: Resigning pastors will not be paid for unused study leave/continuing education, either for remaining time or reimbursable cash allowance.
  - iv. Letter: Resigning pastor will send a letter to the congregation (See section 5 in this document).
  - v. Other financial ties: The pastor will remove all personal items from the church property by the effective date of dissolution. The Session and pastor will determine, in writing, a date for vacating the church manse (if applicable). All property belonging to the church will be returned. Any outstanding financial arrangements will be settled by the effective date of dissolution (loans, discretionary funds, etc).
  - vi. Severance: In the case of voluntary resignation, no severance will be provided.
  - vii. Covenant of Closure: will be signed by session, pastor, and COM See section 4.
  - viii. Litany of Dissolution: to be used in the final worship service. See section 7.
- b. NEGOTIATED DISSOLUTION (Examples may include: termination of pastoral relationship, reduction in force due to staff restructure or financial shortfall. This does not apply to termination due to pastor misconduct. Termination due to misconduct is governed by the Book of Discipline within the Book of Order, D-12.0100, beginning on page 169, which outlines censures, including rebuke, rebuke with supervised rehabilitation, temporary exclusion, removal from ordered ministry, removal from membership.)
  - Timing and Notification: Once the pastor, Session, and COM are in concurrence that the dissolution will occur, and the terms of the dissolution are agreed upon by all parties, the Session will call a congregational meeting for their vote. The effective date of dissolution will vary.

- ii. Vacation: The pastor will be paid the equivalent of their unused earned vacation.
- iii. Continuing Education: The pastor will not be paid for unused study leave/continuing education, either for remaining time or reimbursable cash allowance.
- iv. Letter: The departing pastor will send a letter to the congregation (See section 5 in this document).
- v. Other financial ties: The pastor will remove all personal items from the church property by the effective date of dissolution. The Session and pastor will determine, in writing, a date for vacating the church manse (if applicable). All property belonging to the church will be returned. Any outstanding financial arrangements will be settled by the effective date of dissolution (loans, discretionary funds, etc).
- vi. Severance: Severance negotiations should include several considerations: (minister's ineligibility for unemployment compensation, transition support for minister and family, church's financial resources, etc.)
  - 1. Ceases when the pastor obtains comparable employment within the severance period.
  - Severance payments will proceed on the same payment schedule as when the pastor was an active employee (no lump sum payments).
  - 3. Severance ordinarily includes all items in "effective salary," as well as Board of Pensions dues.
  - 4. Date of dissolution should be reported to the Board of Pensions, with severance payments reported as "continuation of salary and benefits."
  - Ordinarily, severance is calculated at the rate of one month per year served, with a minimum of six months and a maximum of twelve months.
  - In the event that the pastor, congregation, and session are unable to come to mutually agreeable terms of dissolution, Mission Presbytery, through the Commission on Ministry, will adjudicate the terms of dissolution.
  - Dissolution Agreement Form (section 6 in this document) will be signed by session, pastor, and COM. Any revisions to this form must be approved by COM liaison and COM moderator.
  - 8. Terms of dissolution and severance shall be made available to the congregation at the congregational meeting to request dissolution of the call. The terms are not amendable at that meeting, and the dissolution and terms of severance are voted on in one motion. If that motion is not approved, the pastor, session, and COM shall

renew negotiations. Another congregational meeting will then be held.

- vii. Covenant of Closure: will be signed by session, pastor, and COM (see section 4)
- viii. Litany of Dissolution: to be used in the final worship service. (See section 7).
- ix. Follow-up: COM will provide follow up care, conversation, and recommendations to both pastor and session, after a negotiated dissolution.

#### c. RETIREMENT

- i. Timing and Notification: the Pastor gives the Session and the Commission on Ministry written notice of the request for retirement. Confidential notice to COM should be given around 6 months prior to the expected retirement date. Six months is also the time to begin consultation with the Board of Pensions. Notice to the Session should be given no more than 3-4 months in advance. The Session will then call a congregational meeting to vote on the dissolution of the call due to retirement.
- ii. Vacation: Retiring pastors will not be paid for unused vacation.
- iii. Continuing Education: Retiring pastors will not be paid for unused study leave/continuing education.
- iv. Letter: Retiring pastor will send a letter to the congregation (See section 5 in this document).
- v. Other financial ties: The pastor will remove all personal items from the church property by the effective date of retirement. The Session and pastor will determine, in writing, a date for vacating the church manse (if applicable). All property belonging to the church will be returned. Any outstanding financial arrangements will be settled by the effective date of retirement (loans, discretionary funds, etc).
- vi. Severance: Retiring pastors will not receive severance.
- vii. Covenant of Closure: will be signed by session, pastor, and COM (see section 4).
- viii. Litany of Dissolution: to be used in the final worship service. (See section 7).
- ix. Additional information is found in section 3 of this document.

#### d. DESIGNATED PASTOR POSITION

Some pastors serve as a Designated Pastor for a 2, 3, or 4-year term. A Designated Pastor position is considered an installed position. It is understood that both pastor and congregation, at the beginning of a designated term, agree to stay together for the designated period. At the end of that period, either party may decide not to move forward into a more traditional installed position (one without a time limit). When this happens, the departure should be treated as a "voluntary resignation" (as in letter a, above) because all parties agreed to the

length of the term. If both parties desire, the relationship can continue indefinitely, and the term "designated" would be dropped from the pastor's title. When departure occurs in the future, the rubrics for letters a-c above would apply.

# 2. MINISTERIAL PRACTICES AFTER THE DISSOLUTION OF A PASTORAL RELATIONSHIP Ministerial Practices in Relation to a Former Parish

- a. The Commission on Ministry requires all Teaching Elders (ministers, pastors) to abide by Book of Order G-2.0905, "After the dissolution of the pastoral relationship former pastors and associate pastors, shall not provide their pastoral services to members of their former congregation without the invitation from the moderator of the session."
- b. If the former pastor remains in the community, the former pastor should refrain from participation in the life of the congregation (worship, committees, fellowship groups, etc). It is ordinarily wise for the departing pastor's family to disconnect from the congregation as well.
- c. The intent of this provision is to preserve the long-term ministry of the congregation as the Body of Christ, and to both prepare for and support the ministry of incoming pastors in the future.
- d. All Teaching Elders shall sign and abide by the Covenant of Closure (section 4 of this document) upon dissolution of the call to a particular church.
- e. The Commission on Ministry shall review the Covenant of Closure with all Teaching Elders and with the Session.
- f. The departing pastor shall inform the congregation through a personal letter (sample in section 5 of this document) and any other usual means of communication with the congregation that when the dissolution day arrives, the pastoral relationship has come to an end.
- g. The departing pastor shall be guided by the Covenant of Closure (section 4) when receiving invitations to provide pastoral services from the former congregation.
- h. The departing pastor shall abide by the following Ethical Standards from "Life Together in the Community of Faith" by PC(USA). https://www.pcusa.org/site\_media/media/uploads/oga/publications/ethical-conduct.pdf

"I will conduct my ministry so that nothing need be hidden from a governing body of colleagues in ministry. Therefore, I will:

- Deal honorably with the record of my predecessor and upon leaving ministry or office, speak and act in ways that will support the ministry of my successor;
- ii. Participate in the life of a ministry setting I left or from which I have retired only as directed by presbytery. {see above, section "Ministerial Practices in Relation to a Former Parish}

- iii. Provide pastoral services for a congregation I previously served only as directed by presbytery and provide pastoral services to members of other congregations only with the consent of its pastor (or moderator).
- iv. Consult with the Commission on Ministry in the presbytery of my residence regarding my involvement in any ministry setting during my retirement."

# b. Social Media

- a. The former pastor bears the primary responsibility for structuring and maintaining new boundaries with members of the former congregation.
- b. It is appropriate to refrain from phone calls, emails, and the use of all other social media related to the business of the former congregation.
- c. The former pastor will self-remove from any internal church communication lists, groups, shared documents or files on any platform.
- d. The former pastor will delete any groups or lists created that set aside congregational members in the former pastor's social media accounts.
- e. The former pastor will request that the church remove-administrative access from all congregational social media platforms and transfer it to someone else. The church may need to change passwords in order to accomplish this.

# c. Egregious Violations

a. If there are egregious violations of the norms in section 2, "Ministerial Practices after Dissolution of a Pastoral Relationship," a member of the Commission on Ministry will meet with the involved parties.

# 3. ADDITIONAL INFORMATION FOR RETIRING PASTORS

- a. All information in section 2, "Ministerial Practices after Dissolution of a Pastoral Relationship," applies to retiring ministers.
- b. Additional considerations specifically for retiring ministers
  - a. The retiring pastor will need to rethink the relationship to church members. They will need to become friends, not parishioners. It will be the minister's responsibility to explain this change and implement it, so that no church business is discussed after retirement.
  - b. Family members will likely need to resign from church positions, activities, and groups. It is wise for both pastor and family to leave the former church, with grief and gratitude.
  - c. Aside from the general and strong counsel to relinquish all pastoral duties detailed in section 3 of this document, occasions may arise when a congregation desires retired pastors to be present (church anniversary or other celebration, for example). If the Moderator requests the retired minister's presence, attendance is permitted. Otherwise, the best response for all invitations for pastoral acts (baptisms, weddings, funerals) is to decline. The Book of Order does allow for retired or departed pastors to perform pastoral acts, upon

- invitation by the Moderator, but that often places the Moderator in a difficult situation.
- d. Being named Pastor Emeritus is an act of the Session, initiated by the Session and is an honorific only. Any direct involvement with the congregation is at the discretion of the current pastor or moderator.
- e. Options for continued ministry within Mission Presbytery
  - i. Presbytery pulpit supply list (contact <u>missionpby@missionpby.org</u> or 210-826-3296)
  - ii. Serve as an interim or transitional pastor (contact <a href="mailto:com@missionpby.org">com@missionpby.org</a> for further information and requirements)
  - iii. Serve as a Parish Associate in a different congregation (After a discussion with that church's pastor, contact <a href="mailto:com@missionpby.org">com@missionpby.org</a> for procedure, contract, and guidelines. Requires COM approval).
  - iv. Serve as moderator for particular churches, or as moderator for congregational meetings, at request of COM.
  - v. Serve as a mentor to new pastors in the presbytery or to Commissioned Pastors. (Contact <a href="mailto:com@missionpby.org">com@missionpby.org</a>)
  - vi. Serve on a committee, task force, or administrative commission of the presbytery. Contact CORP, the Committee on Representation and Participation.
- f. Process and Procedure for Retirement
  - i. Consult with the Board of Pensions. They have resources at pensions.org, and our Regional Representative is always available for questions and consultation. Four to six months away from the retirement date is a good time to consult with the Board. The general phone number for the Board of Pensions is 800-773-7752.
  - ii. Requesting "honorable retirement" requires written notice to the COM. Retirement through the Board of Pensions is a separate process.

4. CO	VENANT OF CLOSURE		
l,	(name of pastor), Mission Presbytery, and the		
	nission on Ministry of Mission Presbytery having discussed the intent and requirements of		
the N	lission Presbytery Policy on Dissolution of Pastoral Relationships (particularly sections 3		
and 4	), enter into the following covenant:		
I.	(name of pastor) agree:		
., a	Not to involve myself in any leadership or advisory role, public or private, in the		
	(name/location of church), unless specifically invited		
	to do so by the current moderator of the session.		
b	<ul> <li>Not to intervene, support, or give advice to anyone involved in a congregational disagreement or dispute.</li> </ul>		
C.	As a matter of professional courtesy, to establish a general understanding with the new		
	moderator regarding future visits to the church, attending worship, or attending a		
۵	special event.		
u	<ul> <li>Not to officiate any special events for members of the congregation, including weddings, funerals, or baptisms; not to participate in worship leadership, church anniversary</li> </ul>		
	activities; and not to provide ongoing counseling services, unless expressly invited by		
	the moderator.		
The s	ession of (name/location of church) agree to:		
	Respect the terms of this Covenant of Closure.		
b	Explain the terms of the Covenant of Closure to the congregation, by the usual means of		
•	communication. Include this Covenant of Closure in the session minutes.		
C.	include this coveriant of closure in the session minutes.		
Missi	on Presbytery's Commission on Ministry agrees to:		
а	Review and interpret this Covenant of Closure with the session		
b	b. Be the Presbytery's agent in reminding parties to this Covenant of Closure, in the event		
	any concerns are reported.		
	(Pastor)(Date)		
	· · · · · · · · · · · · · · · · · · ·		
	(Clerk of Session)(Date)		
	(COM Liaison)(Date)		
	· · · · · · · · · · · · · · · · · · ·		
	(COM Moderator)(Date)		

#### 5. SAMPLE LETTER TO CONGREGATION

Dear friends in Christ,

As you may have already heard, I will be (retiring/moving to a new congregation/departing from this church) as of (fill in the date). While I am anticipating this change with excitement (give reasons if you'd like), I also know that I will miss you tremendously.

It has been such a privilege to serve the Lord with you here at (name of congregation) for these past (number) years. It has been such a joy to me to (name remembrances of particular activities or events), and I will be praying that God will continue to bless you in the years ahead. I would also appreciate your prayers for me (and my family) in this time of transition.

While I will always hold you with love in my heart, and while I will cherish the memories of our years together, I will no longer be your pastor. Again, I will pray for you, and I will think of you as dear friends, but I will no longer be able to perform any pastoral duties among you (baptisms, hospital calls, weddings, funerals) after (ending date).

In God's timing and providence, you will welcome a new pastor to serve the Lord with you. My hope is that you will welcome the new pastor with the same grace you have always shown to me. I believe God has great things ahead for (name of congregation), which you will discover as you move into the future in joy and hope.

(This letter is only a sample. Any letter should include words of appreciation for the years of ministry with the congregation, your future plans if they are known, and a reminder to the congregation that you will no longer fulfill the pastoral role for them).

# 6. DISSOLUTION AGREEMENT FORM, MISSION PRESBYTERY

_	nt is entered into as of(church name and location),			
	_(pastor's name), and Mission Presby	tery, by means of the		
Commission on Ministry.	This is an ecclesiastical agreement sub	ject to the polity of the		
Presbyterian Church (USA	). It requires approval of all three part	ties.		
	(pastor's name) and	(church		
name) request that Missic	on Presbytery dissolve their pastoral r			
terms:				
1. Logistical Arrangement	S:			
Effective Date pastoral du	ties will end:			
Date pastor will return all church property and vacate church office:				
Date pastor and family wi				
Other				
2. Financial Terms				
Continuing salary ( mo	\$			
Continuing housing (m	\$			
Board of Pensions (mc	\$			
Compensation for unused	\$			
Provision for repayment of	\$			
Payments will be made (m	(name of			
	e Board of Pensions. (No lump sums)			

# 3. Other Terms

- a. Forfeiture: the pastor acknowledges that if he/she files a lawsuit, all financial payments outlined in 2, above, will be forfeited.
- b. Financial payments cease when the pastor obtains comparable employment within the severance period. The pastor will inform the church when new employment is obtained.
- c. Release: In consideration for and as a condition of the payments and benefits provided, both the pastor and the congregation completely, unconditionally, and irrevocably release each other from any other claims, liabilities, and obligations related to the pastoral relationship between them.
- d. Mutual non-disparagement: The session and pastor mutually agree that both will seek each other's welfare. They each agree not to disparage each other in any manner. This extends to both public and private statements, in written form or verbal, and includes electronic media.

This Dissolution Agreement is a final disposition of all matters between the pastor and the church. This agreement may not be modified without the agreement of all signers.

Attachment C-4 Appendix C Manual of Operations

PASTOR	
DATE	
CLERK OF SESSION	
DATE	
COM LIAISON	
DATE	
COM CHAIR	
DATE	

#### 7. LITANY OF DISSOLUTION OF A PASTORAL CALL

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#### **LITANY 1**

(COM Representative leads)

Let us pray for the saving presence of our living Lord:

In your world,

Be present, Lord.

In this congregation,

Be present, Lord.

In this community,

Be present, Lord.

In this presbytery and the whole church,

Be present, Lord.

In the homes and hearts of all your people,

Be present, Lord.

# (Pastor leads)

Let us pray for the mercy of the Lord.

For work begun but not completed,

Lord, have mercy.

For expectations not met,

Lord, have mercy.

For wounds not healed,

Lord, have mercy.

For gits not shared,

Lord, have mercy.

For promises not kept,

Lord, have mercy.

#### (Clerk of Session leads)

Let us give thanks for our journey together in this place:

For friendships made, for joys celebrated, and for times of nurture and growth,

Thanks be to God.

For wounds healed, expectations met, gifts given, and promises kept,

Thanks be to God.

For our fellowship in Jesus Christ, and for the love of God, which has sustained us,

Thanks be to God.

#### DISSOLUTION

(COM Representative leads)

Do you, the members and friends of (Name of Church), release (Pastor's name) from service as your pastor?

We do with thanks to God.

Do you, (Pastor's name), recognize and accept the completion of your ministry with this congregation?

#### I do with thanks to God.

Loving God, Alpha and Omega, you are both beginning and end.

Our endings and our beginnings are rooted in your love.

Whether near or far, we are held close by your love, and kept safe from any lasting loss.

Let our time together end with your blessing.

Touch all memories with your grace and peace.

Help us to live with courage and gladness in the future you present us.

In every time and place,

May we offer you our highest and our best;

Through Jesus Christ our Lord.

Amen.

Representing Mission Presbytery,

I witness these words of thanksgiving, forgiveness, and release.

The presbytery rejoices with you in the ministry you have shared,

And we pledge to you continued support and prayer.

With thanks to God for the ministry of this congregation,

And the ministry of God's servant (Pastor's name),

And with hope for God's abiding grace in the years to come,

This pastoral relationship is now dissolved.

With God's help and love, may your lives be blessed and your labors fruitful,

As you offer yourselves gladly in the service of our common Lord.

#### **BLESSING AND CHARGE**

(Pastor leads)

The Lord bless you and keep you.

The Lord be kind and gracious to you.

The Lord look upon you with favor

And give you peace.

Amen.

Go in peace.

Go in peace.

#### Litany 2

Hear now, the words given us in Ecclesiastes 3 starting with verse 1

For "everything there is a season, and a time for every matter under heaven:

- a time to be born, and a time to die;
- a time to plant, a d a time to pluck up what is planted;
- a time to kill and a time to heal;
- a time to break down, and a time to build up;
- a time to weep, and a time to laugh;
- a time to plant, a d a time to pluck up what is planted;
- a time to kill and a time to heal;
- a time to break down, and a time to build up;
- a time to weep, and a time to laugh;
- a time to mourn, and a time to dance;

- a time to throw away stones, and a time to gather stones together; a time to embrace, and a time to refrain from embracing;
- a time to seek, and a time to lose;
- a time to keep, and a time to throw away;
- time to tear, and a time to sew;
- a time to keep silence, and a time to speak; and a time to love

### Together we have shared in the Church's ministry

# To God be the Glory

Many have come before us in leadership and in the pews that have made the present possible and we are grateful for everyone, past, present and future

# To God be the Glory

We have worshipped together . . with many types of services and a wonderful music Ministry

#### To God be the Glory

We have celebrated Candlelight Services to Holy Communion to wonderful pageants and Cantatas to a fun Drive In Church ministry

# To God be the Glory

We have Fellowshipped together on the church campu,s, in homes and restaurants, with potlucks and meals and fun events of all sorts

# To God be the Glory

we have reached out with countless Newsletters, Country Fairs and BBqs and picnics and to students with Kids' Club flyers and VBS and summer camping and with Loaves and Fishes to the hungry and hurting

#### To God be the Glory

We have grown spiritually together by God's Word studied and reflected upon and discussed

#### To God be the Glory

We have had moments of tears, fears and frustration and challenges that together as Elders we faced with Hope and God's spirit leading us.

#### To God be the Glory

We have been Blessed and have much to be Thankful for

#### To God be the Glory

As in other things in my life, I have tried to prayerfully discern the timing of choices. I have prayerfully discerned that it is now time for me to close my ministry here in this congregation and retire from active service in the Presbyterian Church (U.S.A.)

And so, for this Church Family, this is a time to look back and a time to look forward; a time to rejoice and a time to grieve;

but most of all,

it is a time for thanksgiving and praise to God

for what you have so faithfully given all of us

Amen