

Involuntary Dissolution of Call (Minimum Terms)

COM will make certain there is provision for pastoral care for the pastor if an involuntary or pressured dissolution is evident.

- Dissolution will be negotiated, using COM document “Agreement Form for Dissolution of Pastoral Relationship (w/Continued Benefits).” (attached)
- Continued benefits **shall** include:
 - ◆ For a pastor with 1-35 months of service on his/her current call, a minimum of two months of salary, housing, pension medical and social security allowance (if latter is included in latest approved Terms of Call)
 - ◆ For a pastor with 3 years or more of service on his/her current call, an additional month of continued benefits for each year of service for years 3-9. Regardless of years of service on his/her current call, the minimum need not go beyond 9 months.
 - ◆ Payment for unused vacation time (as per personnel policies of the church regarding provisions regarding rollover from year to year).
- Continued benefits **shall also** include:
 - ◆ Provision that unused Professional Development Allowance be sent to the Treasurer of the next employing organization or the appropriate presbytery, or to the Presbytery of New Covenant, to be held until next Call (or if there is no Call, use may be authorized by the General Presbyter). When a Call is in place, any escrowed funds will be sent directly to the calling church. Ordinarily, unused professional development time is not compensated, unless COM finds that the use of professional development time has been limited or blocked by the church. *(Adopted by COM: May 2011)*

[Mileage/auto reimbursement **shall not be covered** in the minimum terms of dissolution.]

Once session, pastor and COM representative have agreed on the terms of dissolution, including appropriate continued benefits, the “Terms of Dissolution of Pastoral Relationship” is sent to COM for their approval and presented to the congregation for their approval. COM approval is final, pending congregational approval; congregational approval is final, pending COM approval.

The departing pastor understands that time is of the essence and agrees to actively and diligently seek a new call/employment.

If during the term of the salary continuation period:

- a. The departing pastor finds employment at less than his/her current effective salary (salary and housing), then the former church will make up the difference to equal that of the dissolution agreement. **“Employment” may be secular or in ministry, unless specifically noted otherwise.**
- b. The departing pastor finds employment (**secular or in ministry**) at more than his/her current effective salary (salary and housing), then the salary continuation provision of the dissolution agreement becomes null and void.

Agreement of Dissolution of the Pastoral Relationship (with Continued Benefits)

Between the Rev. _____ and _____

Presbyterian Church, _____.

Effective _____, this Agreement of Dissolution replaces the Pastoral Call between the Rev. _____

_____ to serve _____ Presbyterian Church of _____ signed originally on _____

_____ together with all amendments subsequently agreed to by the parties. Agreement of Dissolution is subject to the approval of the Committee on Ministry of the Presbytery of New Covenant.

Each party hereby acknowledges that no promise or commitment regarding the Pastor's status or rights after the date of the original Pastoral Call, not set forth explicitly in this agreement, was made, orally or otherwise, by either party to the other.

Effective _____, the Rev. _____ shall no longer serve _____ Presbyterian Church of _____.

As of the aforementioned date, the Rev. _____ shall be in the status of a former pastor of the congregation whose relationship was dissolved by mutual agreement. Furthermore, both the Pastor and the Congregation agree to abide by the Separation Ethics Policy of the Presbytery of New Covenant. No pastoral duties shall be performed nor shall any pastoral commitments be made or fulfilled after this date.

Terms of Dissolution:

The Rev. _____ shall be entitled to the following financial agreements through _____, following the effective date of dissolution:

1. Continuation of Salary and Housing (less ordinary deductions) \$ _____
2. Continuation of Benefits through the Board of Pensions, PCUSA \$ _____
3. Continuation of shared equity agreement (if applicable) \$ _____
4. Compensation for unused earned annual leave (vacation) \$ _____
5. Escrowed funds for unused Prof. Development (if applicable)* \$ _____
6. Continuation of Social Security Allowance \$ _____
7. Continuation of loan repayment by pastor to church (if app.)
or complete payoff \$ _____
8. Continuation of use of the Manse (if applicable) through _____ and
shall vacate the premise together with all possessions no later than _____.

9. During such time as the Rev. _____ is receiving the continuation of salary and benefits, the Rev. _____ shall continue to be covered by the church's insurance policies.
10. Escrowed funds for exit moving expenses (If applicable) \$ _____
11. The Rev. _____ shall vacate the church facilities, with all belongings, and turn in church key(s) by this date: _____

* Accumulated, unpaid Professional Development funds shall be held in escrow by the presbytery and forwarded to the next employer of record. Ordinarily, unused Professional Development time is not compensated, unless the COM finds that the use of professional development time has been limited or blocked by the church.

If the departing minister finds full-time employment at an Effective Salary less than his/her Effective Salary defined in the Agreement,

_____ Presbyterian Church shall **pay the difference between what is received from the new employment**

and what is promised in this agreement. "Employment" may be secular or in ministry, unless specifically noted otherwise. If, however, the departing minister finds full-time employment (secular or in ministry) at an Effective Salary equal to or greater than his/her Effective Salary defined in the Agreement, _____ Presbyterian Church shall be released from all obligations of this agreement. If neither situation occurs, all salary commitments (lines 1-9 above) of _____ Presbyterian Church of _____ to the Rev. _____ shall terminate no later than _____. The obligation to pay moving expenses shall terminate on _____.

This Agreement of Dissolution consists of two pages. It shall be interpreted according to the laws of the Texas. It may not be altered or amended in any way other than by a written and dated amendment signed by all parties, including the Committee on Ministry of the Presbytery of New Covenant.

In affirmation and witness of all the foregoing, the parties have signed their names on the dates shown below.

1. The Rev. _____ Date _____

2. For the congregation of _____ Presbyterian Church of _____,

Clerk of Session _____ Date _____

3. Approved by the Presbytery of New Covenant Committee on Ministry, on behalf of the Presbytery:

_____ Date _____

Moderator of the Committee on Ministry or Stated Clerk

**Form Approved by COM 11/3/09
REVISED by COM 10/7/14**