

Dissolution of Terms Policy for Teaching Elders
Pittsburgh Presbytery
Proposed: November 2023

Per Book of Order section G-2.08, any pastoral call is a three-way agreement between the congregation and the Pastor with the concurrence of the Presbytery, and, as such, a call may not be dissolved without the concurrence of the Presbytery.

Per Book of Order section G-2.0804, under certain circumstances, following the dissolution of call, the Pastor may be entitled to continued pay and benefits to support them as they transition into a new form of service.

The following situations **are not eligible** for continued pay and benefits.

- The Pastor chooses to accept another pastoral position or form of full-time employment.
- The Pastor chooses to retire (G-2.0503c)
- The Pastor is no longer eligible to serve as Pastor (G-2.0507, G-2.0407, G-2.0508)
- The Pastor chooses to resign for “personal reasons” without providing additional information.

In these situations, a Pastor’s final date of service is their last date of employment, and there should be no further compensation or reimbursement of expenses after that day.¹

The following situations **are eligible** for continued pay and benefits.

- Negotiated Dissolution – The pastor or the session may request that the Commission on Ministry assist in negotiating a mutually agreed upon end of the Pastoral relationship under the following circumstances.
 - o The position can no longer be financially sustained at the present level of service, or the church is closing.
 - o Conflict and disagreement between the pastor and members of the church make it prudent for the pastoral relationship to end.
 - o Any other situation that brings the viability and sustainability of the Pastoral relationship into question.
- Medical Disability or Incapacitation – If a Pastor becomes physically or mentally impaired, the Pastoral relationship may need to be dissolved. In these situations, the Pastor and Session should work closely with representatives of the Commission on Ministry as well as the Board of Pensions to ensure that all applicable guidelines are adhered to and benefit opportunities considered.
- Dissolution for Cause – A Pastoral relationship may be dissolved by the Presbytery as a result of either judicial action or because the church’s mission demands it (G-2.0904).

In these situations, the Pastor shall be entitled to the following:

¹ A Pastor is eligible to be reimbursed for expenses after their final date of employment, assuming those expenses were incurred and submitted on or before their final date of active service.

- A minimum of three months of full pay, defined as effective salary, benefits, and SECA offset (hereafter defined as severance) following their final date of active service.
- Any reimbursable accounts may only be utilized before the final date of service, and continued use of these funds is not included in the terms of dissolution.
- The Pastor and Session may agree to a longer period of continued pay and benefits, but this is subject to subsequent approval by the congregation at a duly called congregational meeting.
- If the Pastor receives full-time or comparable employment, including any form of Pastoral service at a similar number of hours, prior to the end of the severance period, the severance terms and final dates of coverage shall be prorated accordingly.

Process for Dissolution of Terms:

1. The Session, Pastor, or Administrative Commission notifies the Commission on Ministry in writing of their desire to have the call dissolved and provide a brief overview of the primary reasons for seeking dissolution.
2. If the Pastor does not wish to request additional severance terms beyond those described above, the Pastor shall notify the Session in writing of this request, ask that the Session concur with the request that the call be dissolved, and call a congregational meeting for the purpose of dissolving the call.
3. If the Pastor wishes to request more than the minimum terms described above or the Session believes that the situation at hand is not eligible for severance:
 - I. The Commission on Ministry shall appoint individuals, including members of the Presbytery staff, active members of COM, and/or other members of Presbytery to meet with all relevant parties.
 - II. The COM team shall supply a copy of this document as well as any other related documents to all parties **before** their first meeting.
 - III. The Session or Administrative Commission, Pastor, and COM negotiate and agree to the terms of dissolution.
4. A signed dissolution agreement, including the severance terms and other stipulations and parameters, shall be prepared and agreed to, in principle, by all relevant parties.
5. The agreed-upon terms shall be included in the call for the congregational meeting, and the complete agreement shall be made available to all attending the meeting in person.
6. For the congregational meeting to dissolve the call:
 - I. Someone other than the Pastor shall ordinarily moderate the congregational meeting.
 - II. The terms of dissolution shall be shared, and if the Pastor is only receiving the minimum terms of dissolution, the congregation should be informed that those terms are a matter of policy. In no circumstance may the terms be amended or re-negotiated during the meeting.
 - III. The meeting shall include time for questions and speaking for and against the motion.
 - IV. The vote shall be taken by written ballot, with tellers being identified before hand and the appointed Moderator or other representative of COM serving as observer for the counting.

- V. The motion requires a simple majority to pass.
- 7. If the motion passes, the parties shall sign the agreement (which shall be retained by COM), with copies furnished to other parties.
- 8. If the motion does not pass, the Commission on Ministry shall intervene per G-2.0903-4.