## Dissolution Policy of the Committee on Ministry Shenandoah Presbytery Approved: January 10, 2013

When the Committee on Ministry of Shenandoah Presbytery (COM) is asked by a pastor, an associate pastor, or a congregation to assist in the process of dissolving a pastoral relationship, the presbytery in full compliance with the *Book of Order* (G-2.0901, 2.0902, 2.0903, 2.0904), in accord with biblical guidance, and through prayerful discernment will seek to care for the pastor and the congregation both in times of joy and in times of concern.

Financial settlement shall be determined in consultation between the pastor, the congregation, and the COM. In cases where the pastor or the congregation seeks dissolution in a spirit of restoring peace, unity, and purity, where neither the pastor nor the congregation suggests fault by the other, ordinarily three (3) to six (6) months of salary, housing, major medical, pension, and other benefits will be provided. The process will include the following:

- a. The pastor, in consultation with the COM, will request terms of dissolution including salary, housing, major medical benefits, pension, and other benefits to which he/she is entitled (see below\*).
- b. The pastor shall present the requested terms of dissolution to the session in a stated or called meeting (G-2.0902).
- c. The session shall call a congregational meeting to consider the matter and make recommendations to the presbytery who alone may dissolve pastoral relationships (G-2.0901). The session may inform the congregation of the session's collective discernment regarding the terms of dissolution being requested by the pastor.
- d. If the congregation chooses to concur with the requested terms and consent to dissolution, the presbytery shall assist the congregation in discerning the next steps for the congregation to be enabled to move forward.
- e. If the congregation chooses not to concur with the requested terms and to decline to consent to dissolution under those terms, the congregation shall determine the terms it does find acceptable and, through elected commissioners, shall present to presbytery through the COM's Ministerial Relations Committee rationale for its decision (G-2.0902). The pastor shall be afforded opportunity to present his/her rationale to the committee as well (G-2.0903).
- f. Following fair and impartial efforts to listen to both the pastor and the congregation while seeking God's guidance through prayer and discernment, the Ministerial Relations Committee will offer guidance, and in consultation with the congregation and pastor, make the determination regarding the specific terms of dissolution.

g. Should either party choose to contest the outcome, appeals may be made to the COM as a whole and, ultimately, to the presbytery. In the event satisfaction is not secured, the *Book of Order* appellate process (Rules of Discipline) may be exercised.

\*Ordinarily the financial terms of dissolution are:

- 1. **Salary** The church will continue to pay the pastor or associate pastor no less than three (3) months and no more than six (6) months full salary from the date of the dissolution. Should the pastor be engaged in any other employment during that time (other than temporary pulpit supply) the salary received shall be reduced by the amount received in that employment.
- 2. **Housing** The pastor and his/her family shall be permitted to continue living in the manse, or receive full housing allowance, for a period of no less than three (3) months and no more than six (6) months.
- 3. **Major Medical** The church will continue to pay full Board of Pensions Major Medical dues for no less than three (3) months and no more than six (6) months. In cases where the pastor and his/her family can be covered under a spouse's policy without causing a financial burden, the church may be relieved of this responsibility.
- 4. **Pension** The church will continue to pay full Board of Pensions Pension Dues for no less than three (3) months and no more than six (6) months.
- 5. Other Benefits The pastor is entitled to be compensated for any earned and unused Vacation time and Continuing Education funds that have accrued prior to the start of this period. These benefits and other reimbursements such as books, mileage, and phone expense will not be paid during this period.

These terms shall continue in effect until such time as the pastor has found other full-time employment.

It is the presbytery's desire to assist both the pastor and the congregation in providing for the needs of pastors and their families during these especially difficult times.