

PRESBYTERY OF CHARLOTTE
POLICY FOR SEVERANCE COMPENSATION

Whenever difficulties arise in the relationship between an installed Teaching Elder or Certified / Associate Certified Christian Educator (Certified Educator) and a congregation, resulting in the dissolution of the relationship without the acceptance of a called position or comparable career track employment, the installed Teaching Elder or Certified Educator shall receive severance compensation as determined by the Committee on Ministry (COM) according to established policy. Funding for the compensation agreement shall be the exclusive responsibility of the congregation regardless of duration or amount. Severance due to disciplinary action by the Presbytery or higher church governing council will not be subject to this policy.

As it is the responsibility of the Committee on Ministry to mediate between Teaching Elders, Certified Educators and congregations when the relationship reaches the point where it is in the best interest of all parties to dissolve the relationship, a policy for establishing terms of dissolution is in order. The terms below shall be used as "established minimum terms" for use during the mediation process and the negotiation of severance compensation.

MINIMUM TERMS

1. CASH SALARY (at current level) - 6 months including optional dental insurance, medical deductible reimbursement and/or any other option elected for disbursement of salary)
2. ½ SECA (at current levels) – 6 months for Teaching Elders
3. HOUSING ALLOWANCE (at current levels) or USE OF MANSE AND UTILITIES - 6 months for Teaching Elders
4. MANSE EQUITY (if applicable) – 6 months for Teaching Elders
5. BOARD OF PENSIONS (at prescribed levels) - 6 months

If the Teaching Elder or Certified Educator secures comparable full-time or part-time (as applicable) career-track employment before the severance time period expires, the church may seek COM permission to discontinue salary, housing, utility, and pension benefits after the individual begins work in the new position. Additionally, it is required that the Teaching Elder or Certified Christian Educator inform the congregation and the COM whenever the individual secures such employment or receives a new call.

WHEN A MANSE IS INVOLVED

The Teaching Elder (and family) may occupy the manse during the severance time period. Throughout this transitional period, the church will continue to repair and maintain the manse as it would under normal circumstances.

If full-time employment is secured before the end of the severance time period, the Teaching Elder (and family) will have 30 days to move out of the manse.

WHEN A CHURCH LEAVES THE DENOMINATION

In situations where congregations seek dismissal from the PC(USA) to another reformed body, the covenant relationship with the Teaching Elder or Certified Educator will be considered during the discernment process and procedure for gracious separation. The decision of the Teaching Elder or Certified Educator to leave with the church is a separate and distinct issue. In many cases, the Teaching Elder or Certified Educator will decide to request transfer to the other reformed denomination with the congregation. However, if the Teaching Elder or Certified Educator decides to remain in the PC(USA), the covenant relationship with the congregation will be dissolved as a part of the dismissal process. When that situation occurs, the provisions listed below will be followed:

1. The length of severance for Cash Salary, $\frac{1}{2}$ SECA, Housing Allowance, Manse Equity, and Board of Pensions dues will be for a minimum of six months.
2. The Administrative Commission for Dismissals (ACD) shall require that the total amount of funds for severance be placed with the Presbytery of Charlotte before the church is dismissed. The Presbytery of Charlotte will disburse the compensation monthly for the term of the severance agreement. If the Teaching Elder or Certified Educator secures comparable full-time or part-time (as applicable) career-track employment before the severance period expires, the Presbytery will discontinue salary, housing, utility, and pension benefits after the individual begins work in the new position and return undisbursed funds to the church. The ACD should be informed whenever the individual secures such employment or receives a new call.

EXCEPTIONS

Exceptions to this policy and its minimum terms require approval of COM.

Key changes to the policy relative to churches leaving the denomination:

- The length of severance for professionals with churches departing the denomination is changed from a currently required one year to a minimum of six months. The COM would still consider each case on an individual basis.
- The clause to refund monies when the individual finds career track employment is added to the departing churches severance agreement (previously the individual collected an entire year's compensation even if career track employment was secured)
- These changes are being proposed for the following reasons:
 - They provide equitable treatment for churches staying and churches going
 - In the vast majority of cases, ministers have significant warning that the church is considering leaving the denomination, therefore having the same amount of time (or more) to consider other options as a minister whose relationship with the church is dissolved for other reasons

Other Remarks from the Committee relative to severance agreements:

- Often these involuntary separations are budget-driven and it's not helpful for Presbytery to impose heavy burdens on congregations. It invokes the law of unintended consequences and has deleterious effects on the Presbytery's relationship to congregations.
- There's a double backstop: Presbytery (through the Committee on Ministry) has to approve any dissolution as well as the congregation. Thus, if an exception is clearly called for, it can be negotiated and provided before the dissolution can take place.