

MUSKINGUM VALLEY PRESBYTERY
TERMS OF DISSOLUTION

The Rev. _____ and _____ Presbyterian Church of _____ have agreed to request that Muskingum Valley Presbytery dissolve the Pastoral Relationship that exists between them with the following terms:
[Include in the actual agreement only those provisions which are appropriate.]

1. Financial terms:

Compensation for unused Vacation Leave \$ _____

Other Provisions: _____

Provision for repayment of any loans:

2. Severance Pay, if appropriate and negotiated:

A. Salary \$ _____

B. Housing \$ _____

C. Other \$ _____

D. Length of Severance Period _____

E. Pension dues will be paid on all severance payments.

Payments will be made:

___ Through the church payroll service.

___ Monthly through the Presbytery Office.

Dates:

A. Effective date the ministry duties will terminate: _____

B. Date minister will return all church property and vacate the church office:

C. Date minister and family will vacate the manse: _____

3. Other terms:

A. The minister, acknowledging commencement of financial payments under this agreement, covenants and agrees that he or she waives all rights to demand and/or secure a civil court and/or a jury trial with respect to adjudication of the matters contained in this Severance agreement, in matters that pertain to their ministry in the church and/or the negotiations that have led up to this agreement.

B. All unpaid financial payments to the minister shall cease before the end of financial payments under this agreement if the minister accepts another position for employment at or above present compensation and pro-rated if the compensation is less.

- C. All parties agree to conform to and abide by the Standards of Ethical Conduct and understand that all financial payments shall be forfeited, if the minister violates The Standards of Ethical Conduct for Ordained Officers in the Presbyterian Church (USA), in particular Section II, Paragraphs 14, 15 and 16.
- D. The minister has/has not been asked to meet with a counselor mutually agreed upon by the minister and the Committee on Ministry and paid for by the minister through the Benefits Plan of the Board of Pensions.
- E. The minister has/has not been asked to participate in a professional assessment, the cost of which shall be shared by the minister, congregation and presbytery. Failure to meet agreed upon expectations in D and E shall result in the forfeiture of unpaid financial payments.
- F. For and in consideration of the monies and other items of financial consideration, formally set out above, and for other good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, minister does hereby release, acquit and discharge the Presbyterian Church(U.S.A.), the Synod of the Covenant, Muskingum Valley Presbytery, the church (as more fully named in first sentence of this Agreement), jointly, severally and individually, each individual member of the church, church officers presently or formerly associated or affiliated with any of the aforesaid entities in any manner, and their present and former officers, employees, attorneys, agents, personal representatives, predecessors, successors and assigns, and each of them (hereinafter collectively known as releasees) and releasees do hereby release, acquit, and discharge the minister from all claims, causes of action, suits, and injuries, known and unknown, which minister/releasees, may have had or may presently have against the minister or any of the releasees, including but not limited to any claims, causes of action, suits, injuries, damages, losses and rights arising from minister's employment by church. To the end that this mutual release shall serve to release all parties from any and all claims. It is understood that this Severance agreement is a final disposition of all matters between the minister and the releasees. This Severance agreement contains the entire agreement between the parties hereto and any representations made before or during negotiation are hereby merged in their entirety and this agreement may not be modified. The undersigned parties have negotiated this agreement in good faith and have every intention of being faithful in fulfilling it and further agree to the releases contained herein, representing that they understand its contents and sign it as their own free act after a full review of the contents.

Session on: _____

Clerk of Session

Congregation on: _____

Moderator (if not Pastor), or
Clerk of Congregational Meeting

COM on: _____

Chair of COM

Presbytery on: _____

Copies to: Minister, EP, Clerk of Session, Stated Clerk, Chair of COM