

## Overture on Dissolution of Pastoral Relationships

We respectfully overture the 226th General Assembly of the PCUSA to adopt the following changes, for ratification by presbyteries, to the following provisions in the Book of Order (changes shown in bold italics):

1. That G-2.0901 should read as follows:

An installed pastoral relationship may be dissolved only by the presbytery. Whether the minister of the Word and Sacrament, the congregation, or the presbytery initiates proceedings for dissolution of the relationship, there shall always be a meeting of the congregation to consider the matter and to consent, or decline to consent, to dissolution. ***No non-disclosure agreement shall be allowable.***

2. That G-2.0504b should read as follows:

Temporary pastoral relationships are approved by the presbytery and do not carry a formal call or installation. When a congregation does not have a pastor, or while the pastor is unable to perform her or his duties, the session, with the approval of presbytery, may obtain the services of a minister of the Word and Sacrament, candidate, or ruling elder in a temporary pastoral relationship. No formal call shall be issued and no formal installation shall take place.

Titles and terms of service for temporary relationships shall be determined by the presbytery. A person serving in a temporary pastoral relationship is invited for a specified period not to exceed twelve months in length, which is renewable with the approval of the presbytery. A minister of the Word and Sacrament employed in a temporary pastoral relationship is ordinarily not eligible to serve as the next installed pastor, co-pastor, or associate pastor.

***When the temporary pastoral relationship ends, no non-disclosure agreement shall be allowable.***

## **1. Rationale:**

In the vows we take at ordination, we (REs, TEs, and Deacons) promise to serve one another, God, and God's church with love (W-4.0404). Non-disclosure agreements indicate the opposite has happened, and tend to engender speculation rather than truth-seeking. While there are specific instances when police or a court may forbid the sharing of information, those circumstances would not require any non-disclosure agreement for the parties specified so the ruling can be honored without any agreement. As pertains to a Church and a Pastor, a non-disclosure agreement invites speculation that is typically a disservice to all parties. The dissolution of pastoral relationships is similar to divorce in that the absence of information often results in speculation of the circumstances that can be far worse than the actual circumstance and can brand a pastor with erroneous behavior or brand a congregation as damaging to pastors. Further, if the dissolution involved a traumatic event from inappropriate behavior either on the part of a pastor or members of the congregation, the non-disclosure agreement would prevent the congregation from processing the collective trauma appropriately so they would be unlikely to put it behind them and dysfunction in the congregation as a result of unprocessed trauma typically carries over to negatively affect the next pastoral relationship.

## **Personal testimonies:**

"I was serving as an associate pastor at a church in a bedroom community of (City). Almost immediately upon my arrival in 2017, the Head of Staff announced his departure, and I was on my own 3 months into the job. That part was fine. I served as Acting HOS until the interim started about 8 months later. I was not compensated for the extra work. When my time was finished as Acting HOS, I was given a flower and a \$500 bonus check, in lieu of the

nearly \$7,000 they actually should have paid me. A short time later I became pregnant, and my child was born in early May. About two weeks after his birth I got a text from an elder saying they needed me to attend a session meeting to talk about dissolving my position. During my 12 weeks of parental leave I spent about 40 hours in session meetings trying to save my job. They said, “we need to take the personal out of this and make a smart business decision.” It was then I knew I wouldn’t be returning. With a COM representative, I began negotiating the terms of my severance. I requested six months of salary and benefits continuation, plus the money they owed me for serving as Acting HOS, plus the money they didn’t pay for my move across the country (but did pay for the male interim). We finally landed on 7 months of severance, and we agreed. On the Sunday I was supposed to come back from leave, the congregation held their meeting to dissolve our relationship. At this meeting, a motion was made by a serving elder to reduce the terms of my severance to 4 months, and that passed. I declined to consent to the change.

The issue then had to go to the presbytery. Before that, the Committee on Ministry met to make a determination that they bore some responsibility for the situation and decided to fill in the remainder of my agreed upon severance with their own funds. I agreed to this and agreed to the dissolution. COM recommended the presbytery act on the dissolution.

One minister member of the presbytery, however, believed that COM had overstepped their authority by offering me money, and brought a motion to the floor of presbytery to rescind COMs action. My value as a human and a pastor was debated at that meeting. It was said I didn’t deserve it because I’d only been there two years and “much” of that time was spent on “maternal leave.” This member and a colleague threatened a Synod PJC case if the presbytery didn’t rescind. So they did.

Then a motion was made that COM funds be used to fill in the remaining 3 months of my severance that my congregation had refused to do, and to seek my consent in dissolving the relationship. This motion passed and I consented.

At a later COM meeting I was handed a stack of papers to sign, having been told it was “all the standard paperwork.” In my grief and haste and postpartum fog, I signed them not knowing one was an NDA. I had said multiple times I absolutely would not sign an NDA under any circumstances, and all parties had agreed. Then I unknowingly signed one.

The Executive Presbyter eventually began to question my integrity because I had not adhered to the NDA, though in my view it was invalid and unenforceable because I was on the record having said I would not sign one. They got my signature anyway. I relayed all of this to her (she was brand new), and reiterated that I would not be beholden to an NDA no matter the circumstances. She just nodded and nothing has ever come of it, but it certainly could and I run that risk every time I tell someone about my experience.

This is the fear I live with, even as I advocate for the end of this harmful, unChristian, unPresbyterian practice.