

**Upstate New York Synod – ELCA
Severance Guidelines
Adopted by Synod Council May 2, 2015**

Rostered Leader Severance Guidelines

There are a variety of circumstances in which a pastor or rostered leader might leave a ministry without moving to another call or position. It is usually appropriate for the congregation, agency or other church body to provide for a period of transition for the rostered leader and the rostered leader's family. This is a matter of pastoral concern for a rostered leader and for his or her family. The following guidelines should be implemented in consultation with the Synod Bishop (or the bishop's designee) and will vary according to the circumstances of the leave-taking, the length of service of the rostered leader, and consideration for family members, among other things.

When, after consultation with the Bishop of this Synod (or the bishop's designee) and congregational or agency leaders, a rostered leader deems it necessary to resign a call without having accepted another call or entering into retirement, the Congregation Council, in consultation with the Bishop of this Synod (or the bishop's designee) is strongly encouraged to provide a severance package to the rostered leader.

In situations where a call is terminated by the congregation, agency or other church body, without another call or other employment being in place, the Congregation Council, church body or agency is likewise encouraged to consider a severance package for the rostered leader, in consultation with the Bishop of this Synod (or the bishop's designee).

Normally, the severance package offered shall be between 2 and 6 months and shall include base salary, housing allowance, medical and pension benefits, and Social Security offset. If the rostered leader is living in the congregation's parsonage, the leader may be given the opportunity to remain in the parsonage for a similar or extended amount of time. Additionally, any accrued but unused vacation time for the current calendar year shall be compensated with full salary and benefits for up to four weeks. Excluded would be any other allowances, e.g. auto, book, continuing education.

In the event the rostered leader is called to rostered ministry or is hired for secular employment prior to the conclusion of the severance period, the congregation, agency or other church body, is released from further severance responsibility as of the date when a new call or job begins. Occasional Sunday supply or short-term service as a rostered leader in a transition would not release the congregation, agency or other church body from its responsibility unless it is full or near full time.

See Appendix for Sample Letters.

Sample Letter of Agreement for Severance Package – 2

Memorandum of Understanding

In recognition that the present situation existing within _____ Lutheran Church of _____, necessitating an end to this pastoral position, is painful for all parties concerned and detrimental to the future mission and ministry of _____ Church, the Congregation Council agrees to grant the following practical assistance to Pastor _____ in order to assist him/her in his/her transition following the termination of the office of Associate/Senior Pastor within the congregation. We understand that these provisions reflect the prevailing guidelines of the Upstate New York Synod – ELCA as set forth in the *UNYS Severance Guidelines (date)*.

1. The Congregation Council agrees to provide transitional support to Pastor _____ during his/her time of adjustment following his/her resignation as Associate/Senior Pastor. Pastor _____ shall submit to the Congregation Council his/her letter of resignation as Associate/Senior Pastor within forty-eight (48) hours of the delivery to the Office of the Bishop of a signed copy of this **Memorandum**. His/her resignation will be effective _____ (Date).
 - Pastor _____ will be paid his/her base salary plus housing allowance*, health and pension, and Social Security offset for up to _____ months as a form of transitional support while he/she begins the process of seeking a new all or other employment. Should Pastor _____ receive remuneration from other employment, in excess of \$ _____ per month, this support will be reduced to reflect that other income.
 - This support for his/her transition will be made in the form of regular monthly payments to Pastor _____ and to Portico Benefit Services for the appropriate benefits, beginning during the first month after his/her resignation. These monthly payments will follow the normal pattern at _____ Church for salary (i.e. bi-monthly) and benefit payments to Portico Benefit Services (monthly).
 - No further remuneration will be provided.

Please Note: *Transitional support is a form of salary and compensation and therefore does not represent an unbudgeted expense that would otherwise require congregational approval.*

2. The congregation’s responsibility for providing transitional support shall not include any payment of an automobile allowance or a continuing education allowance after Pastor _____ resigns.
3. Pastor _____ will send an official letter of resignation to the congregation after this agreement has been approved. The pastor will also participate in an appropriate opportunity for closure with the members of _____ Church at a time mutually agreed upon by Pastor _____ and the leadership.

4. Pastor _____ will make it clear to the members of the congregation that he/she will not be available for pastoral counseling, for pastoral acts, or for any other official responsibilities normally associated with pastoral ministry after he/she concludes his/her service to the congregation. Pastor _____ and the Congregation Council agree to have no further discussion about this decision process beyond what would be shared in official letters at the time of Pastor _____'s resignation.

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This **Memorandum of Understanding** is acceptable to me.

 (Pastor's signature) _____
 Date

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The Congregation Council of _____ Lutheran Church, _____, New York, accepts the provisions of this Memorandum of Understanding, and the Council has taken this action at an appropriately called meeting. The following officers attest to this acceptance.

 President _____
 Date

 Secretary _____
 Date

N.B. Another title may be substituted for "Pastor" when appropriate.