

SUGGESTED SEPARATION AGREEMENT
between

The Reverend _____ and the
Church _____
located in _____

When in the course of a pastoral relationship--apart from retirement--it becomes desirable on the part of the clergy person or the church (or both) to terminate their working arrangement and proceed to a new stage in the life of each, a clear and written agreement as to the terms of this separation is helpful to both parties and decreases the trauma of change. Such an agreement can promote clear communication, joint decision-making, and attention to the long-term benefit of church and clergy. This document provides a checklist of standard arrangements designed to complete a ministry, facilitate termination, and begin the transition and search process--both for the clergy person and the church.

This agreement is to be signed freely by the pastor and duly authorized representatives of the church named above, for purposes of defining a legally binding understanding of the terms under which the pastor will resign his or her authority as pastor of said church. The pastor hereby generally releases the church (including the church's present and former officers, trustee members, and employees) from any and all claims she or he may have against any of them with respect to the pastor's service of the church, except for the duties and obligations set forth herein to be performed by the church after the execution of this agreement. The mutual assent of both parties gives this agreement the force of contractual authority, and both agree that the terms of the agreement may be changed only by a jointly signed written statement. All references below to "the pastor," "the trustee," and "the church" refer to the parties named above.

1. The pastor agrees that his or her resignation as pastor of the _____ Church will take effect on _____, 2____, after which time she or he will not exercise any authority over the affairs of the Church. All of his or her personal property will be removed from church premises (except the parsonage, see below) by this date.
2. The pastor agrees that the last Sunday on which she or he will officiate will be , 2_____.
3. The pastor agrees to vacate the parsonage (if applicable), located at _____, with family and all belongings, no later than _____, 2____, and to leave said premises neat and orderly. All church property used by the pastor will be returned and/or left with the church in good condition, subject to normal wear and tear. The pastor agrees to notify the moderator promptly in writing should he or she vacate the parsonage before the above date.

4. The pastor and deacons agree that the pastor will return to officiate in the church only on the occasion of the following wedding(s) _____ and thereafter under the following conditions: _____.
5. The trustees of the church, acting in the capacity to disburse church funds and manage parish buildings, agree to continue the pastor's compensation and benefits beyond the date of his or her resignation as follows:
 - A. To continue the pastor's compensation at the present rate of \$ _____ Per month (including housing and utilities allowance, if currently applicable) through the end of the month of resignation and for a period of _____ months following the resignation, including the month of _____, 2_____. The compensation check shall be in the mail or hand delivered on or before the last day of each month. Payments for ministry related expenses shall terminate on the date of resignation.
 - i. If the pastor secures a part-time paid position with an American Baptist church, the above payments will be reduced by the amount of compensation received by the pastor, from the date that compensation begins.
 - ii. If the pastor begins work in a new full-time position before the above date (of which she or he will promptly inform the moderator), the above payments will end as of such date agreed to by the area/executive minister in consultation with the pastor, in relation to the date when such new compensation begins.
 - B. Where use of a parsonage is provided: To permit the pastor and her or his family to continue to reside in the parsonage until the date set forth in paragraph 3 above, with the same rights and responsibilities as previously defined by minister/church agreement and subsequent amendments, with the church continuing to pay for all utilities and expenses associated with the parsonage (except for long distance telephone) as defined in those agreements, including parking space:
 - i. Subsequent to the pastor's vacating of the parsonage, to pay to him or her an allowance for comparable housing and utilities in the amount of \$ _____ per month until the end of the month indicated in paragraph 5A above, and to pay moving expenses up to the amount of \$ _____ for removal to the new location, to be paid no later than 30 days after the pastor has vacated the parsonage.
 - ii. The housing and utilities allowance referred to in the above paragraph will be declared officially by the trustees as a "parsonage allowance" and not reported as taxable income paid to the pastor.

- iii. Should the pastor begin work in a new full-time position before the date in paragraph 3 above, the pastor's housing and utilities allowance under subparagraph (i) above would terminate as of the commencement of housing and moving arrangements in the pastor's new position.
 - C. To continue payments to the ABC Retirement/Benefit Plan based on the pastor's compensation.
 - D. To continue payments for ABC Medical/Dental Plan for the pastor, as specified in his or her minister/church agreement, until such time as (i) the pastor becomes a participant in another health insurance plan or (ii) , 2_____, whichever comes first.
 - E. To make contribution up to the following amount (upon presentation of receipts or statements) to the pastor's transition expenses for personal/family counseling, and career assessment: \$_____, or % of expenses as incurred prior to his or her securing another full-time paid position.
7. It is the mutual expectations of the pastor and the deacons that a social event will be planned prior to the date in paragraph 1 above, at which time pastor and parishioners may recognize one another's ministry with appropriate acknowledgments.
8. Additional agreements (if any).

This agreement was approved by a majority vote of the church taken on _____, 2_____, as indicated by the signatures below, and was signed by the pastor on the date indicated.

Pastor

Date

Moderator

Treasurer

Clerk

Endorsement by the region staff certifies this to be a just and equitable agreement attentive to the needs of all parties.

Region Staff

Date