

PASTORAL TRANSITIONS

Procedures of Committee on Ministry

The purpose of this document is to provide the core information for the many steps of Pastors and Associates receiving a call and concluding a call in a local Congregation. Pastors, Sessions and Pastor Nominating Committees will need this document as well as the PCUSA's document called "On Calling a Pastor" which can be downloaded at <http://www.pcusa.org/ocap>.

Committee on Ministry (COM) of the Presbytery of Los Ranchos looks forward to partnering with the Session and the Pastor Nominating Committee (PNC) or Associate Pastor Nominating Committee (APNC) to be a guide through the process.

Contact the Office of Stated Clerk in the Presbytery office as early as possible to begin any of the steps. Committee on Ministry will provide a person to serve as LIAISON with your PNC or APNC. The liaison will be the link to Committee on Ministry and Presbytery staff and will serve to facilitate the process.

EXECUTIVE SUMMARY OF THE PROCESS AND CHAPTER TITLES:

- I. CONGREGATION** votes to dissolve the Pastoral relation.

- II. SESSION** works with COM to obtain an Interim Pastor/Transitional Pastor

- III. SESSION** conducts a Congregational study, after the departure of the installed Pastor.

- IV. CONGREGATION** elects a Pastor Nominating Committee or Associate PNC.

- V. PNC or APNC** searches for new Pastor or Associate Pastor.

- VI. PNC or APNC** identifies a candidate and obtains COM approval.

- VII. CONGREGATION** elects the Pastor or Associate Pastor.

- VIII. PASTOR OR ASSOCIATE PASTOR** begins the call and is installed by Presbytery.

- IX. APPENDIX**

CHAPTER I

CONGREGATION VOTES TO CONCLUDE/DISSOLVE THE PASTORAL RELATION

The power to establish and dissolve Pastoral relationships (Pastor, co-Pastor, Associate Pastor, designated Pastor) belongs to the Presbytery. Just as the establishment of a Pastoral relationship requires the vote of the Congregation and Presbytery on the call and the terms of call, the dissolution of the Pastoral relationship requires the vote of the Congregation and Presbytery on the dissolution and its terms. Presbytery's vote is the action which dissolves the relationship.

A. GENERAL PRINCIPLES

1. The Committee on Ministry (COM) is Presbytery's instrument for working with Pastors and Congregations concerning the ending of Pastoral relationships as well as establishing and maintaining them.
2. Both Pastors and Congregations have the right to request that Pastoral relationships be dissolved, remembering that Presbytery has the final authority.
3. The effective date of the dissolution ends all responsibilities of the Pastor to the church and the church to the Pastor. Therefore, the dissolution date should be set for the end of any accrued vacation. Presbytery may allow exceptions to this with specifically stated detail in the approved terms of dissolution.
4. Study leave time, expense allowances, and unused sabbatical time and funds are intended to benefit the church as well as the Pastor, and, therefore, are not considered earned benefits requiring compensation at the end of a Pastoral relationship.
5. Terms of dissolutions include, but are not limited to, all financial agreements (salary and benefits, loan repayment, shared equity, expense reimbursement, medical reimbursement), manse usage, use of office and equipment, etc. COM requires the use of the model DISSOLUTION OF PASTORAL RELATIONSHIP, ENHANCED SEVERANCE AGREEMENT AND GENERAL RELEASE. See Appendix I-A.
6. Salary and benefit continuation provisions will ordinarily include the understanding that the church's obligation ends, or is reduced on a one for one basis, when the departing Pastor secures alternate employment. (Salary continuation reduced by amount of alternate employment.)

B. CATEGORIES OF DISSOLUTION OF THE PASTORAL RELATIONSHIP

1. Resignation: The Pastor requests that the relationship be dissolved in order to accept another position, retire, or for some other personal reason. There are no special terms of dissolution other than the fulfillment of the contractual agreement, i.e., unused vacation, repayment of housing loans, etc.
2. Negotiated Termination: Either the Pastor or the Session may request that COM assist in negotiating a peaceful and appropriate end to a relationship which they feel is no longer workable. This may be the result of funding limitations, changing ministry environment, poor performance, or any other situation that brings into question the viability of the Pastoral relationship. In determining the specific terms of the dissolution, consideration must be given to the reason for separation, the financial situation and overall health of the Congregation, and the specific circumstances of the Pastor. Salary and benefit continuation will be negotiated but will not normally exceed six months and the cash equivalent of unused earned vacation.

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3. Dissolution for cause: The Pastoral relationship may be dissolved as a result of judicial action or Presbytery determining that “the church’s mission under the Word imperatively demands it.” There are no special terms of dissolution other than the fulfillment of the contractual agreement, i.e., salary and benefits paid up to the date the relationship is dissolved, cash equivalent of unused earned vacation, etc.

C. STEPS FOR PASTOR AND SESSION

1. The Pastor communicates the intention to resign to the Committee on Ministry before making the announcement public. An Associate Pastor should also inform the Pastor/Head of Staff.
2. The Pastor works with the Session to reach agreement on dissolution date and plans for the fulfillment of all obligations, taking into account accrued vacation, salary and other contractual agreements.
3. As soon as practicable, after the Pastor has announced his/her resignation, he/she shall arrange with the Moderator of the COM for a meeting with Session to be conducted by representative(s) of COM or appropriate Presbytery staff. The purpose of this meeting is to share the steps to be followed as outlined by the COM. The Presbytery has the responsibility and power to guide through Pastoral transitions.

Included in this first meeting is a review of the Presbytery’s “Separation Ethics Policy” and the boundaries Presbytery expects the former Pastor, Session, and Congregation to observe and respect. It may include negotiating a “Covenant” with the “former Pastor” and arranging for a Pastoral letter to be sent to the Congregation. See Appendix I-B and I-C.

4. **The Session calls a Congregational meeting and notifies** the Congregation in writing of the pending change in the Pastoral relationship and any special terms or conditions. The notice of the called meeting should indicate the purpose:

The Session calls a Called Meeting of the Congregation of _____ church _____ to act on the request of our Pastor (Associate Pastor) to dissolve the Pastoral relationship effective _____ date _____ and to forward this recommendation to Presbytery.

See next page for outline of Congregational meeting.

5. In preparation for the Congregational meeting COM encourages the appointment of an **alternate** moderator for the meeting. **Arrangements for this shall be made with the COM’s Moderator.**
6. The COM and the Presbytery Stated Clerk shall be notified of the action of the Congregation. Presbytery action is necessary to complete the dissolution.
7. The Session, through its proper committee, will immediately make advance arrangements for the supply of the pulpit, at least for a few Sundays following the vacancy.
8. The Board of Pensions shall be notified of the changes being made.
9. Each church shall pay the 12% portion of pension during the vacancy, based on the former Pastor’s salary. This is not for the benefit of the former Pastor, but is part of the overall actuarial plan of the Board of Pensions, approved by the General Assembly.
10. All contractual obligations and responsibilities shall be completed.
11. Both the Pastor and the church should move to the next steps after appropriate farewells.

12. A small group of elders appointed by Session will work with COM to secure the services of an Interim Pastor or Stated Supply Pastor. See Chapter II.

D. OUTLINE FOR CONGREGATIONAL MEETING TO DISSOLVE PASTOR RELATIONSHIP

1. Moderator opens meeting with prayer
2. Moderator reads the call for the meeting. Clerk of Session is asked if a quorum is present. (Clerk of Session serves as Clerk of Congregational Meeting. If not present, Moderator appoints a Clerk.) Only the purpose named in the call can be considered at a special meeting. If consideration is to be at annual meeting, proper notice must be given.
3. Pastor (or Associate) presents the request for dissolution. He/She may, but need not, be excused by the Moderator.
4. Motion is made and seconded that the Congregation concur with the Rev. _____ in requesting the Presbytery to dissolve the Pastoral relationship now existing between the Pastor and this church, effective _____. The pulpit to be declared vacant on _____. (Financial terms of dissolution are to be shared with the Congregation and approved).
5. Remarks from Pastor and questions from the Congregation.
6. Vote on the motion
7. Will all financial obligations have been met by the termination date?
8. Explanation of the Boundaries Covenant. Clerk of Session and Pastor sign the covenant.
9. Session should explain the next steps in moving forward.
10. Adjourn with prayer.

APPENDIX I-A

**DISSOLUTION OF PASTORAL RELATIONSHIP, ENHANCED SEVERANCE
AGREEMENT AND GENERAL RELEASE**

The following language was approved by the Committee on Ministry at its March 2013 meeting:

Severance Agreements: Final Reading

- 1) Congregations and pastors shall use the presbytery's template for severance agreements. The presbytery will not approve any other severance contract.*
- 2) The presbytery will pay the cost, up to \$1000, to modify the template to meet the specific terms and conditions of the church and pastor. Beyond that amount, the congregation and pastor shall determine who requires additional changes and that party will pay for the presbytery's attorney to complete the agreement.*

RATIONALE: In working with multiple severance agreements over the past 5 years, COM has determined that the template as presently drawn up by our attorney is a legal document covering all elements of a severance agreement necessary for the dissolution of a pastoral relationship. It saves the congregation and pastor 5-10 hours of legal expenses to create a document that may or may not be acceptable to the presbytery. However, we have discovered that the parties to such an agreement often believe they can improve upon this document. Since only the presbytery can dissolve a pastoral relationship, and since such approval is contingent upon having a severance agreement agreeable to the presbytery, it is appropriate that only the presbytery's document be used--and that the cost of modifications being a reasonable amount should be paid by the party/parties who will benefit from acceptable modifications

THIS DISSOLUTION OF PASTORAL RELATIONSHIP, ENHANCED SEVERANCE AGREEMENT AND GENERAL RELEASE ("Agreement") is entered into by and among the _ (the "Minister"), located at _, and the __, a California corporation (the "Church"), located at __, each identified as a "Party" and all jointly identified as the "Parties," dated as of _____ (the "Effective Date"). This Agreement has been offered to the Minister by the Church on _____ as approved by the Church congregation, and remains open to the Minister through _____ (the "Open Offer Date"), during which time the Minister is entitled to consider the meaning and effect of this Agreement and to discuss the contents and meaning of this Agreement, as well as the alternatives to signing the Agreement, with the Minister's attorney, as described in Paragraph 11(a) below. In the event that the Minister elects to enter into this Agreement, the Minister shall return a fully executed and notarized original of this Agreement to the Church on or before the Open Offer Date. The Parties expressly desire to resolve all differences which may exist between them including but not limited to those arising from the dissolution of the Pastoral Relationship with the Church. The Parties, in consideration of the mutual promises and covenants, and the acts or acts of forbearance done pursuant to those promises and covenants, as set forth in this Agreement, and for other good and valuable consideration, the adequacy of which is hereby acknowledged, now agree as follows:

1. The Pastoral Relationship. The Minister has been Pastor (the "Pastoral Relationship") for the Church. The Church gratefully acknowledges the ministry of the Minister in this capacity.
2. Dissolution of the Pastoral Relationship. The Church and the Minister wish to dissolve the Pastoral Relationship subject to the terms and conditions contained in this Agreement, and the Church agrees to the dissolution of the Pastoral Relationship on those same terms and conditions, with such dissolution shall be effective on the Effective Date. The Church and the Minister shall maintain the Pastoral Relationship under the present terms of call until the Effective Date.

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3. Present Terms of Call. The Minister's present terms of call in annual amounts are as follows:
- | | |
|------------------------|---------------------------|
| Salary | \$ |
| Housing | \$ |
| Travel | \$ |
| Study Leave | \$ |
| Pension Dues & Medical | Per the Board of Pensions |

The parties acknowledge that the Minister has accrued but unpaid vacation pay as of the Effective Date of _____ and that the Minister accrued no further vacation pay after the Effective Date.

4. Return of Property. The Minister hereby acknowledges and represents that on or before the Effective Date, the Minister will have returned to the designated session representative credit cards; telephone credit cards; computer hardware and software; data, records, documents and files, in whatever format they exist be it electronic or hard copy; equipment (including any parts and accessories), keys (including but not limited to building, cabinets, office, desk), and any and all other property of the Church which is in the Minister's possession or under the Minister's control.
5. Former Pastor Policy. The Minister shall abide by the Presbytery of Los Ranchos SEPARATION ETHICS/FORMER PASTOR POLICY – WITH “BOUNDARIES COVENANT” (the “Former Pastor Policy”). The Minister will use best efforts to assure that members of the Minister's immediate family also abide by the Former Pastor Policy. The Minister further agrees that the Minister shall exercise restraint in any continuing friendships the Minister maintains with members of the Church, and shall not discuss with members or employees of the Church any matters concerning the Church or the Pastoral Relationship after the Effective Date. The Minister shall not attend worship at the Church pursuant to the Former Pastor Policy.
6. Existing Entitlements. Regardless of whether the Minister signs this Agreement, pay for the time worked for which the Minister has not received payment and all vacation pay accrued but unused through the period of employment will be paid in a lump sum minus applicable deductions at the Effective Date. The Minister is also entitled to receive any study leave payments, sick leave payments, or personal time off payments, if any, to which the Minister may otherwise be entitled under the Church's personnel policies, but any unused portions will not be paid upon termination. If the Minister signs this Agreement, the Minister acknowledges that this Agreement describes all wages due through the Effective Date, all leave (paid or unpaid), compensation, wages, bonuses, commissions, and/or benefits to which the Minister may be entitled and that no other leave (paid or unpaid), compensation, wages, bonuses, commissions and/or benefits are due to the Minister, except as provided in this Agreement. The Minister further acknowledges that Paragraph 3 above describes all vacation pay in lieu of vacation as has accrued or will accrue through the Effective Date, and all other payments (if any) as have accrued or will accrue as of the Effective Date, to the extent to which the Minister is entitled to payment, and that vacation pay will continue to accrue through the Effective Date only to the extent that the Minister performs services for the Church through the Effective Date. The Church shall pay expense reimbursements to the Minister, as supported by proper receipts and documentation, received by the Church on or before the Effective Date as may be approved in writing in a manner consistent with the Church's personnel and accounting policies. Other than as expressly provided in this Agreement, the Church shall not be obligated to make any other payments or reimbursements

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to or for the Minister including, but not limited to, payment of allowances for personal or professional expenses, mileage, car expenses, travel expenses, cell phone expenses, internet expenses, any fees or costs in connection with any continuing education, etc.

7. Enhanced Severance Compensation. In consideration for entrance into this Agreement, in addition to the amounts due under Paragraph 6 above, the Church will pay additional amounts (the "Enhanced Severance") (A) to the Minister equal to the Compensation Continuation Payments, as described in Paragraph 7(a) below, beginning on the last to occur of (the "Enhanced Severance Effective Date") (1) the Effective Date, or (2) three business days following expiration of the revocation period described in Paragraph 11(b) below without revocation of this Agreement by the Minister, and (B) as the cost of Medical Insurance Continuation Benefits, if any, as described in Paragraph 7(b) below. The Compensation Continuation Payments and the Medical Insurance Continuation Benefits as payable under the terms of this Paragraph 7 shall be considered by the Parties as "Enhanced Severance Compensation" to the Minister in consideration of all other provisions of this Agreement and to which the Minister would not otherwise have been entitled. No other allowances or amounts shall be paid to the Minister and the Minister acknowledges that none are due to him.
 - (a) "Compensation Continuation Payments" after _____, to or for the benefit of the Minister shall be payable as follows, subject to the terms of Paragraph 7(c) below: the Church shall continue to pay the Minister's Salary and Housing Allowance according to the salary and housing allowance terms of call described in Paragraph 3 above, at the same rates and in the same amounts on a *pro rata* basis for the period from _____ through _____ ("Salary and Housing Allowance Termination Date"). Together the Salary and the Housing Allowance payable after _____, through _____ as adjusted in accordance with the terms of Paragraph 7(c) below, shall constitute the Minister's "**Effective Salary**" for that period of time and the Church shall pay the amounts required by the Board of Pensions of Presbyterian Church (U.S.A.) for pension dues and medical dues (health insurance) in appropriate *pro rata* amounts on this Effective Salary, to the extent paid, for the Minister to the Presbyterian Church (U.S.A.) Board of Pensions. If there are no adjustments pursuant to the terms of Paragraph 7(c) below, the amount of Effective Salary for this period is estimated to be _____ and dues for the Board of Pensions are estimated to be _____. The Effective Salary shall be paid to the Minister according to the regular compensation payment schedule of the Church. Pension and Medical dues shall be paid to the Board of Pensions as and when due.
 - (b) If the Minister is not employed in a new position that provides medical health insurance before the Salary and Housing Allowance Termination Date, the Minister shall be entitled to continue the medical health insurance for the Minister and any covered family members through the Board of Pensions of the Presbyterian Church (U.S.A.) according to the terms and provisions of the medical health insurance policies now applicable to the Minister (the "Medical Insurance Continuation Benefits"). The Church will reimburse the Minister for the cost of any such Medical Insurance Continuation Benefits until the first to occur of (i) the date on which the Minister becomes insured under another health insurance plan, or (ii) _____. The Minister covenants that the Minister will notify the Church of the date on which the Minister becomes insured under another health insurance plan as a result of reemployment by the Minister, if it is prior to _____. The Minister acknowledges that the Church has fully explained the Minister's right under the Board of Pensions plan to convert medical benefits to an

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individual plan, that the Minister will execute the forms requested by the Church confirming this acknowledgment and otherwise as requested by the Board of Pensions, that the Board of Pensions is responsible for providing the Minister with enrollment forms, and that the Minister is responsible for all premiums relating thereto.

- (c) If the Minister becomes employed at any time before the Salary and Housing Allowance Termination Date, the Church's obligation to pay any further Salary and Housing Allowance to or for the benefit of the Minister shall be limited to the difference between the Minister's new salary and housing allowance and the Minister's Salary and Housing Allowance from the new hire date through the Salary and Housing Allowance Termination Date to the extent the new salary and housing allowance is less than what the Minister would have received from the Church for that time period, and the Church's obligation, if any, to continue paying any medical continuation dues shall cease upon the Minister's medical coverage through the new position. Otherwise, all compensation shall cease as of the effective date of such employment (the "Termination Date"). The Minister covenants that the Minister will notify the Church of the date on which the Minister becomes employed at any time before the Salary and Housing Allowance Termination Date and the salary and housing allowance terms of such new employment. In no event shall the Church have any obligation to pay any effective salary for the benefit of the Minister after the Salary and Housing Allowance Termination Date, even if the Minister is not employed on a full or part-time basis after the Salary and Housing Allowance Termination Date.

8. General Release. The Minister, on the Minister's own behalf and on behalf of the Minister's heirs, executors, administrators, personal and legal representatives, successors and assigns agrees with the terms and conditions set forth in this Agreement and in consideration thereof hereby knowingly releases and forever discharges the Church, the Presbytery of Los Ranchos, and, as to each of them, all past and present affiliated, related, predecessor, successor, parent or subsidiary entities, and their collective past and present members, participants, moderators, elders, deacons, trustees, clerks, executives, representatives, employees, attorneys, officers, directors, insurers, accountants, predecessors, advisors, agents, successors and assigns (each of them individually and in such official capacities and their heirs, executors, administrators, successors, and assigns) (hereafter collectively referred to as "RELEASEES"), from (hereafter collectively referred to as "CLAIMS") any and all actions, proceedings, demands, damages, costs, expenses, attorneys' or other fees, liens, liabilities, suits or claims, of any kind, nature and character whatsoever, known or unknown, liquid or contingent, including any and all claims for attorneys' fees and costs which the Minister may now have, or has ever had, against RELEASEES, including but not limited to (a) any CLAIMS which arise in whole or in part from the Minister's employment with the Church, the Minister's call by the Church, the Pastoral Relationship, the severance of the Pastoral Relationship or the termination of that employment, including, without limitation, any CLAIMS, whether under any ecclesiastical law, rule, policy or provision or any federal, state and local laws governing terms and conditions of employment, wages and hours, employment discrimination, and any and all other matters; and/or (b) and/or any other dealings of any kind between the Minister on the one hand and RELEASEES on the other which have transpired prior to the date on which the Minister executes this Agreement. The Minister shall not pursue any action against the Church or any of the RELEASEES, whether in a civil or ecclesiastical forum for anything said, done or omitted before such execution date.

This Release completely releases RELEASEES with respect to any and all claims, rights, demands and causes of action including, but not limited to, breach of any employment

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contract or agreement, oral or written, whether express or implied in fact or law, claims under the Church's personnel policies, claims under the policies of the Presbytery of Los Ranchos, claims under *The Constitution of the Presbyterian Church (U.S.A.)*, including Part II thereof, the Book of Order, wrongful discharge, constructive discharge, breach of the covenant of good faith and fair dealing, intentional or negligent infliction of emotional distress, fraud, retaliation, misrepresentation, defamation, violation of public policy, violation of privacy, interference with prospective economic advantage, violations under the California Labor Code including the failure to pay wages due or other monies owed, failure to pay pension benefits, discrimination in violation of ERISA, discrimination on the basis of sex, race, religion, age, national origin, handicap, medical condition, disability or marital status, or any other terms of employment or other claims arising under federal, state or local constitutions, laws, or regulations, and federal, state or local civil rights laws and regulations. The Minister also waives and forever discharges RELEASEES, or any of them, from any and all claims for discrimination on the basis of age, race, national origin, and disability under the Age Discrimination in Employment Act and the Older Workers Benefits Protection Act, 29 U.S.C. § 621 *et seq.*, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000(e), *et seq.*, the Americans With Disabilities Act, 42 U.S.C. § 12101 *et seq.*, and the California Fair Employment and Housing Act, California Government Code § 12940, *et seq.* The Minister also waives and forever discharges RELEASEES from any and all claims for violation of the Business and Professions Code § 17200, *et seq.*

9. Affirmations. The Minister understands that the Minister would not be entitled to receive the consideration specified in Paragraph 7 above except for execution of this Agreement and the fulfillment of the promises contained herein. The Minister further states that the Minister understands all provisions contained in this Agreement and that this Agreement was given for good and valuable consideration. The Minister affirms that the Minister has not filed, caused to be filed, or presently is a party to any claim, complaint, or action against RELEASEES in any forum or form. The Minister further affirms that, except as may be payable under Paragraphs 6 and 7 above, the Minister has been paid and/or has received all leave (paid or unpaid), compensation, wages, bonuses, commissions, and/or benefits to which the Minister may be entitled and that no other leave (paid or unpaid), compensation, wages, bonuses, commissions and/or benefits are due to the Minister. The Minister furthermore affirms that the Minister has no known workplace injuries or occupational diseases (other than any pending and filed claims under the workers' compensation laws, if any) and has been provided and/or has not been denied any leave requested under the Family and Medical Leave Act. The Minister represents that the Minister is currently unaware of any claim, right, demand, debt, action, obligation, liability or cause of action that the Minister may have against the Church or any of the RELEASEES which has not been released in this Agreement.

The Minister understands that the Church has relied upon the Minister's representations herein. Nothing herein is intended to or shall preclude the Minister from filing a complaint and/or charge with any appropriate federal, state, or local government agency and/or cooperating with said agency in its investigation. The Minister, however, shall not be entitled to receive any relief, recovery, or monies in connection with any complaint or charge brought against the Church or any of the RELEASEES which is being released pursuant to this Agreement. The Minister represents that the Minister has not assigned or transferred, or purported to assign or transfer to any person or entity, any claim or any portion thereof.

The Minister acknowledges that neither this Agreement itself nor the furnishing of the consideration for this Agreement shall be deemed or construed at any time or for any purpose as an admission of RELEASEES liability or responsibility for any wrongdoing of any kind, and the Minister shall not purport to be a prevailing party in any action.

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10. Waiver of Unknown Claims. To effect a full and complete release as described above, the Minister expressly waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of the State of California, and does so understanding and acknowledging the significance of such specific waiver of § 1542. Section 1542 of the Civil Code of the State of California states as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Thus, notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of RELEASEES, the Minister expressly acknowledges that this Agreement is intended to include in its effect, without limitation, all claims not known or suspected to exist in the Minister's favor at the time of signing this Agreement, and that this Agreement contemplates the extinguishment of any such claim or claims. The Minister knows of no actions at law or in equity nor administrative proceedings currently pending nor ecclesiastical proceedings currently pending which concern allegations based on or related to the Minister's employment or termination of employment by RELEASEES. The Minister warrants that the Minister has read this Agreement, including this waiver of California Civil Code Section 1542, and that the Minister has had the opportunity to consult counsel about this Agreement and specifically about the waiver of Section 1542, and that the Minister understands the Agreement and the Section 1542 waiver, and so freely and knowingly enters into this Agreement. The Minister acknowledges that the Minister may hereafter discover facts different from or in addition to those the Minister now knows or believes to be true regarding the matters released or described in this Agreement, and the Minister agrees that the releases and agreements contained in this Agreement shall be and will remain effective in all respects notwithstanding any later discovery of any such different or additional facts. The Minister hereby assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies described in this Agreement or with regard to any facts which are now unknown to her relating to them.

11. Evaluation Period; Revocation Period - Notice.

(a) Evaluation Period. The Minister understands that this is a full release of existing claims, whether currently known or unknown, including claims for age discrimination. The Minister is hereby advised to consult with an attorney prior to executing this Agreement and, by executing this Agreement, acknowledges that the Minister has been afforded at least twenty-one (21) days to consider the meaning and effect of this Agreement and to discuss the contents and meaning of this Agreement, as well as the alternatives to signing the Agreement, with the Minister's attorney.

(b) Revocation Period. The Minister has the right to revoke this Agreement within seven (7) days of signing it. To revoke this Agreement, the Minister must send a written letter by certified mail to:

Kay Virginia Gustafson, Esq.
28863 Eagleton St.
Agoura Hills, CA 91301

The letter must be postmarked within seven (7) days of the date that the Minister signs this Agreement, and state, "I revoke my acceptance of our Agreement." If the Minister revokes this Agreement, the Minister will not receive the payment described in Paragraph 7 above. This Agreement shall become effective and enforceable after the expiration of

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the revocation period without a revocation by the Minister.

12. Miscellaneous.

- (a) Governing Law and Venue. This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed under the laws of that state, except that parol evidence shall not be admissible to vary or modify any of the terms of this Agreement. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. The parties understand and agree that for the convenience of the parties and witnesses that any litigation in connection with this Agreement shall be determined by a court proceeding in California.
- (b) Tax Treatment. All payments to or for the benefit of the Minister shall be made without any deductions or tax withholding, except to the extent that the Minister has previously authorized such withholding, and the Minister shall be solely responsible for any taxes due on any amount paid to him. The Minister agrees to hold harmless and indemnify the Church against any penalties, fines, fees, assessments, or taxes that may be imposed by any taxing authority or any court as a result of said payment.
- (c) Integration. All of the agreements and representations of the parties hereto are contained in this Agreement and in the attached exhibits to be delivered hereunder, which constitute a single integrated written contract expressing the entire agreement of the parties hereto. No claims shall be made by any party based upon or relating to any agreement or representation not expressly contained herein, it being the intention of the parties to incorporate in this Agreement and in the attached exhibits their full and complete understanding regarding the settlement of their disputes and the termination and dissolution of all their business relationships. There are no agreements, written or oral, express or implied between the parties hereto other than the agreements set forth in this Agreement. The Minister acknowledges that, other than as expressly set forth in this Agreement, no representations of any kind have been made to the Minister by the Church, or by any of the RELEASEES to induce the Minister's execution of this document. The Minister further states that the only representations made in order to obtain the Minister's consent to this Agreement are stated above, that the contents of this document have been explained to the Minister in full and that the Minister is signing this agreement voluntarily.
- (d) No Admission of Liability. The Parties understand and agree that this Agreement is made and entered into solely for the purpose of dissolving the Minister's Pastoral Relationship with the Church on an amicable and certain basis and does not in any way constitute, and shall not be construed to constitute, an accusation or admission of liability of any sort on the part of any of the Parties. The Parties further expressly understand and agree that this Agreement shall not be admissible in any subsequent claim, charge, or cause of action between or among them, except in any claim, charge, or cause of action arising out of or relating to any alleged breach of this Agreement.
- (e) Successors and Assigns. This Agreement shall be binding upon each Party and upon each Party's heirs, administrators, representatives, executors, agents, successors and assigns, and shall inure to the benefit of the other Party and each of them, and to each Party's heirs, administrators, representatives, executors, agents, successors and assigns.
- (f) Severability. Each provision of this Agreement is severable. If any ecclesiastical entity, civil court or other governmental body of competent jurisdiction shall conclude that any provision or individual covenant of this Agreement is void, illegal, invalid or unenforceable, such provision or individual covenant shall be deemed ineffective, it shall

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in no way affect, impair or invalidate any other provision hereof, such other provisions shall remain in full force and effect, and this Agreement shall be construed and applied independent of the extent of such unenforceability without invalidating the remaining provisions and covenants hereunder.

- (g) Representation by Counsel; Fees and Expenses. The Parties represent that they were represented by or had the opportunity to be represented by counsel of their own choosing in the negotiations leading to and the preparation of this Agreement, that they have read this Agreement, that they are fully aware of, knows and understands its contents and legal effect, and that they freely and voluntarily enter into it without coercion, intimidation or threat of retaliation. Each of the parties shall pay that party's own fees and expenses in connection with the matters described in this Agreement and the negotiation, execution and performance of this Agreement. In view of such reading, counseling and understanding, and since each Party has also had the opportunity to negotiate fully the terms of this Agreement, its terms shall be interpreted and construed without any presumption or inference based upon or against the Party or Parties causing this Agreement to be drafted. The Minister expressly agrees and acknowledges the following: (i) that the Minister understands the terms and conditions of this Agreement; (ii) that the Minister has knowingly and voluntarily entered into this Agreement; (iii) that the Minister has been given a reasonable period to review and consider this Agreement before signing this Agreement; and (iv) that this Agreement, when signed by each of the Parties, is legally binding upon each and all of the Parties as well as their heirs, assigns, executors, administrators, agents, and successors in interest.
- (h) Attorneys Fees. If any lawsuit, arbitration or other action or any appeal from any of the foregoing is instituted to enforce and/or defend any of the terms of this Agreement or based upon the breach of this Agreement, then the prevailing party therein shall be entitled to recover from the other all losses, damages, costs, expenses and fees (including without limitation, court costs and reasonable attorneys fees) related thereto, whether by final judgment or by out of court settlement.
- (i) Modification and Waiver. No amendment, modification, waiver or termination to this Agreement shall be effective unless and until agreed to in writing and signed by all the Parties hereto. A waiver of any right under this Agreement must be in writing to be effective and signed by the waiving Party. No delay or omission on the part of either Party in exercising any right under this Agreement shall operate as a waiver of any such right or any other right.
- (j) Headings. The headings in this Agreement are intended for convenience of reference only and shall not affect its interpretation.
- (k) Further Acts. The Parties agree promptly and in good faith to execute and deliver such documents, and to do such acts and things as may be necessary or appropriate to carry out the purposes and intent of this Agreement, although such documents, acts, and things may not specifically be mentioned in this Agreement.
- (l) No Assignment. The parties represent that no other person or entity has any interest in the matters addressed in this Agreement, and that they have not assigned or transferred or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein.
- (m) Signatory Authorization. Each person signing this Agreement for the Church warrants and acknowledges that he or she is duly authorized to sign this Agreement on behalf of the party he or she purports to represent.

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(n) Counterparts. This Agreement may be prepared in multiple counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one Agreement.

13. It is understood by all parties that the final implementation of this agreement is contingent upon the action of the congregation to approve the dissolution of the pastoral relationship and of the Presbytery of Los Ranchos to concur in the dissolution of the pastoral relationship.

PLEASE READ CAREFULLY. THIS DISSOLUTION OF PASTORAL RELATIONSHIP, ENHANCED SEVERANCE AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS, INCLUDING CLAIMS FOR AGE DISCRIMINATION.

THE PARTIES HAVE READ AND FULLY CONSIDERED THE RELEASE AND ARE MUTUALLY DESIROUS OF ENTERING INTO SUCH RELEASE. THE TERMS OF THE RELEASE ARE THE PRODUCT OF MUTUAL NEGOTIATION AND COMPROMISE BETWEEN THE MINISTER AND THE CHURCH. THE MINISTER ACKNOWLEDGES THAT THE MINISTER HAS BEEN AFFORDED A REASONABLE AND SUFFICIENT PERIOD OF TIME TO CONSULT WITH AN ATTORNEY OF MINISTER'S CHOOSING PRIOR TO EXECUTION OF THIS AGREEMENT.

[Signatures follow on the next page.]

PRESBYTERY OF LOS RANCHOS

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective as of the day, month and year stated above.

Date: _____

Date: _____

MINISTER: _____

CHURCH:

[NAME]

PRESBYTERIAN CHURCH,
a California corporation

By: _____
[Name, Title]

By: _____
[Name, Title]

ACKNOWLEDGMENTS

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On __ ____, 201__, before me, _____, a notary public, personally appeared

_____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(This area for official notarial seal)

APPENDIX I-B

SEPARATION ETHICS: “ *When Pastor and Congregation Say Goodbye*

This document describes the process of pastoral transition as “**SEPARATION ETHICS.**” Certain values are important to consider during the often highly emotional experience of the dissolution of a pastoral relationship. Such values include

- effective leadership
- congregational health and stability
- the ability to deal with the pain, problems, and possibilities of separation
- the ability of the Session, lay leaders, and congregation to move positively and effectively into the next chapter of their life together.

Ethical and professional standards should be followed in order to transition from the professional pastoral ties between the former pastor and the congregation. When all parties are intentional about the closure tasks, it helps to create space for new relationships to be established. Because this work has the potential for a variety of difficulties,¹ the following policies have been adopted by the Presbytery of Los Ranchos to enhance the health and well-being of both pastors and congregations during pastoral transitions and to encourage healthy ways for congregations to relate to former pastors.² The following procedures are especially applicable when the former pastor continues to live in or near the community served.

Former pastors are required to follow the procedures set forth in this document and to live within the boundaries of their signed covenantal agreements.

BACKGROUND:

The relationship between a pastor and congregation is often deeply personal, built on an accumulation of shared transitional and transformational times in personal and corporate lives. It has evolved through teaching, preaching, sacraments, wedding, funerals, presence in times of crisis, praying with and for members, counseling, and shared leadership. The pastor has encouraged people in worship, equipped them for tasks, helped bring forth gifts, and prepared them for mission. Through these pastoral relations, there has accumulated elements of trust, confidence, admiration, affections, fondness, respect, and love. Ending such a relationship can be a trying and traumatic experience for both the pastor and members of the congregation. It means CHANGE, which can often be difficult to accept and integrate. The following policies are intended to help all parties say “goodbye.”

SAYING GOODBYE

The departing pastor must make sure parishioners know that her or his relationship as pastor of the congregation is coming to an end. It is essential that parishioners understand this is necessary for the congregation to be free to make the necessary changes in leadership without the departing pastor’s influence. Ordinarily it is the pastor’s responsibility to initiate and lead in this transitional process so that the separation is carried out with foresight and effectiveness. The session and Committee on Ministry also play vital roles throughout this transitional process.

The “Standards of Ethical Conduct for Ordained Officers in the Presbyterian Church (U.S.A.)” are applicable in the transition context, especially numbers 14 to 17.

¹ When the pastoral relationship is dissolved, the nature and character of the relationship changes. Both pastor and congregation must disengage from what was and establish clear boundaries that enable all parties to engage and establish new relationships.

² A “Former Pastor” is one who no longer serves as pastor, associate pastor, or in any temporary pastoral relationship (including Parish Associate) in a congregation once served, due to a call to other service, retirement, release from or termination from ordained office, involuntary termination, or conclusion of contract.

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14. *"I will deal honorably with the record of my predecessor and upon leaving a ministry or office, speak and act in ways that support the ministry of my successor";*
15. *"I will participate in the life of a ministry setting I left or from which I have retired only as directed by presbytery";*
16. *"I will provide pastoral services for a congregation I previously served only as directed by the presbytery and provide pastoral services to members of other congregations only with the consent of their pastor(s); and*
17. *"I will consult with the Committee on Ministry in the presbytery of my residence regarding my involvement in any ministry setting during my retirement."*

- I. **THE ROLE OF THE COMMITTEE ON MINISTRY.** The Committee on Ministry is responsible to oversee the transitional process and to facilitate and coordinate this process with the pastor, session, and congregation following the dissolution of a pastoral relationship. When this is done with sensitivity and pastoral care, it can reduce the anxiety of all parties and help build the foundation for the next chapter in ministry for the congregation, former pastor, and new pastor. To this end, the COM shall take an active roll in all transitions, including implementing the following policies governing the relationship between the former pastor and the congregation.

First Steps: Immediately upon knowledge of a pastor's (impending) departure, the COM shall arrange to meet with the Pastor and Session to introduce these policies and to initiate any actions necessary to meet the requirements of the policy.

- 1.1 **Pastoral letter** A pastoral letter regarding these guidelines and the implications of the changed relationship (especially the need for boundaries) shall be shared with the congregation prior to the departure (**or as soon thereafter as practical**) of the pastor who is leaving or retiring. It is best if such a letter is initiated, written, and presented by the pastor. It shall be read in the worship service as near as possible to the last Sunday the pastor is present and shall be printed in the congregational newsletter and/or distributed to all members.

Sample: "Just as I have cherished the pastoral relationship we have had, I also cherish for you the opportunity to form a new pastoral relationship with those who will fill this position in the future. For this reason, I ask you to respect the professional boundaries of ministry and not ask me to officiate for weddings, funerals, baptisms, to make pastoral calls, or to provide counsel regarding personal situations or the life of the congregation. After your new pastor has been called and been here for sufficient time to have assumed the mantle of pastoral leadership, and if he or she and the session wishes to invite me to participate on occasion in the life of the church, I will gladly do so in support of your new pastor. Please let him or her take the initiative. I want only the best for this congregation and will do all that I can to insure the future health of your ministry and not to weaken the ministry of your pastor. Please continue to honor our respect and affection for one another by honoring these guidelines."

- 1.2 **Remaining in the Presbytery.** Former pastors, who remain as members within the bounds of the presbytery, shall negotiate with the Committee on Ministry a "**Boundaries Covenant**" enumerating acceptable and unacceptable behaviors of all parties (including family members, when applicable). This document shall be signed by the former pastor, Session, and COM. The successor shall receive a copy of this covenant. The covenant shall be reviewed and renewed at least every five years, or whenever there is a substantial change in circumstances. A model for such covenant is provided at the end of this document.

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- 1.3 Continued Care for Pastor Remaining in the Presbytery. When a former pastor remains in the Presbytery, and especially when they remain in the community of the congregation served, the Committee on Ministry shall continue to provide pastoral care for the former pastor, shall insure their continued welcome in the work and ministry of the Presbytery, and shall respect the years of service in the presbytery and former congregation. Committee on Ministry shall actively engage in assisting the newly installed pastor to establish a healthy relationship with the former pastor.
- 1.4 Failing to Honor Covenantal Agreements If a teaching elder, even when retired, fails to honor the practices outlined in this policy and/or will not cooperate with the Committee on Ministry in establishing appropriate and acceptable behavior, the teaching elder may be subject to removal from the rolls of the presbytery according to the provisions of G-2.0509 (“Renunciation of Jurisdiction”).

II. THE ROLE OF THE FORMER PASTOR:

- 2.1 Pastoral Relationship Ends with Dissolution of the Relationship. The former Pastor shall cease all pastoral activity and services in and with the congregation served as of the termination date of their Call.

For this reason, the departing pastor should use every opportunity, prior to the last day of the relationship, to prepare the congregation for separation. This can include sermons, devotions, home visits, newsletters, devotions for meetings, sacraments, etc.
- 2.2 The “No Contact Norm” Former pastors shall not, except as provided in the “Boundaries Covenant,” perform pastoral functions at or for their former congregation until the end of the first year following their successor’s installation. Due care should be taken not to influence, directly or indirectly, through spoken, written, or electronic communication, the selection of groups chosen to nominate a successor, the selection of the successor, or the policies and practices of the successor. The former pastor best honors his or her ordination vows by exercising self-restraint regarding the business and spiritual well-being of the congregation. He/she may maintain friendships³ with members of the congregation but must avoid spoken, written, or electronic conversations regarding policies, practices, people, or programs of that congregation insofar as they might be perceived as attempting to influence decisions or relationships within that congregation. Under no circumstances may the former pastor make public statements or offer opinions critical of the interim or new pastor or pastoral staff.
- 2.3 The “No Triangling Norm” Former pastors should never tell a member of their former congregation that they can perform services only at the request of the present pastor. This places an unfair burden on the current pastor. An appropriate response, firmly communicated, is “*For the continued health of the congregation, it is inappropriate for me to perform any pastoral function now that I am no longer the pastor.*” If they do not accept this answer, it is best to refer them to the Stated Clerk or Moderator of Committee on Ministry for an interpretation of the policy.
- 2.4 Participate by Invitation Only. The former pastor may accept invitations to preach in the former congregation, to assist or substitute for the installed pastor, or engage in pastoral activities **after the new pastor has been installed for at least one year.** If the former pastor is approached prior to contact being made with the present pastor,

³ It is important that “friends” understand that the pastoral relationship has come to an end. It does not mean the friendship has to also. Friendships are priceless and are to be preserved, but the pastor must be clear about the new boundaries to prevent the friendship from becoming confused. No pastoral functioning is appropriate: weddings, funerals, chaplain type hospital visits, baptisms, etc.

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an appropriate response is “_____ (name) is now your pastor. It is inappropriate to continue this conversation until he/she has been consulted.”

[It is incumbent upon the former pastor to notify the interim or successor whenever such a request is received.]

- 2.5 Former Pastor and the Community: By virtue of their profession, interests, and family ties, former pastors may have actively participated in civic, ecumenical, educational, or governmental agencies within the larger community, often serving on boards or volunteering their time. The former pastor may desire these affiliations to continue beyond the end of his/her service to the congregation. Continuing as a member, attending functions as a participant, and/or volunteering in a non-pastoral role are appropriate, provided it is made clear that the former pastor’s participation is no longer associated with their previous position as an installed teaching elder or pastor of a specific congregation. However, given the power of the role and out of respect for the new boundaries that need to be established, former pastors should not, for at least one year after the installation of the new called pastor, perform any pastoral functions or role in the community that would be seen as functioning in a pastoral role **unless provisions for doing so are specifically mentioned in the “Boundaries Covenant” with the Presbytery.**
- 2.6 Pastor Emeritus. When a pastor retires from a congregation, the congregation may bestow upon him or her, the honorary title of “*Pastor Emeritus*” to convey their affection and gratitude. This may be done only after consultation with the Committee on Ministry, is subject to approval by the Presbytery, and takes effect only upon dissolution of the pastoral relationship. Former pastors are reminded that, even in this situation, the pastoral relationship has been dissolved—the relationship to the congregation AS PASTOR has ended and there are no responsibilities, expectations, or privileges attached to this title.
- 2.7 Family Members. Ordinarily, the presbytery has no jurisdiction over family members of the former pastor. However, if tensions emerge between the Session and/or subsequent pastor(s) and the former pastor (including the role of the former pastor’s spouse and/or family in the life of the congregation), the Committee on Ministry shall mediate and may determine it is in the best interests of all parties for the former pastor (and spouse and/or family) to establish a relationship with another congregation. Good judgment and restraint will go a long way toward preventing such situations. If specific concerns need to be addressed, they should be included in the “Boundaries Covenant.”
- 2.8 Former pastors and their family shall have access to the Committee on Ministry to assist in mediating situations where the new pastor is unable or unwilling to relate positively to a former pastor who continues to live in the community.

Special care shall be taken to clarify procedures for mediating any difficulties that MAY arise from behaviors of the former pastor, the new pastor, or the congregation.

III. THE ROLE OF SESSION AND CONGREGATION

With the departure of the former pastor, it is the responsibility of the Session to continue to communicate and interpret these policies to the congregation. This continues even after the new pastor is called and installed

- 3.1 If situations arise where these policies must be applied, the Session is expected to assist all parties in doing so in a fair, compassionate, and pastoral manner
- 3.1.1 This includes arranging for a meeting early in the newly installed teaching elder’s term, including a representative of the Committee on Ministry, to

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review this policy, the Covenant agreement, and the role of the Session in assisting the newly installed pastor in implementing the policy.

- 3.2 The Session It is the Session's responsibility to mediate when the congregation or former pastor does not respect the boundaries established under these policies or the Covenant Agreement. The Session should seek the assistance of the Presbytery and/or the Committee on Ministry in interpreting and mediating such situations.
- 3.3 The Congregation. Until such time as the newly installed pastor has had time to establish his or her leadership role, the congregation should be regularly reminded of the boundaries established under these policies and the "Boundaries Covenant." It is unfair to expect the newly installed pastor to have to interpret or enforce them.
- 3.4 When a pastoral relationship with a congregation ends, there are bonds of affection that continue to be cherished and valued. Friendships continue, but the professional pastoral relationship ends. In order to avoid difficult situations and to encourage the new pastoral relationship that needs to be established, Los Ranchos Presbytery requests that Session regularly remind the congregation of G-2.0905, "After the dissolution of the pastoral relationship, former pastors and associate pastors shall not provide their pastoral service to members of their former congregations without the invitation of the moderator of Session."

Also see "No Contact Norm" on page 3.

IV. THE NEWLY INSTALLED PASTOR

While the above policies are intended primarily to protect the congregation and newly installed pastor from inappropriate and unhealthy relationships with and by the former pastor, it is also incumbent upon the newly installed pastor to recognize the potential benefits of a healthy relationship with a former pastor, especially when that pastor remains in the community. The former pastor has information, relationships, history, and influence that can facilitate the leadership transition when applied in a pastorally sensitive manner. The newly installed pastor is thus encouraged to work with the Session and Committee on Ministry to take whatever steps are necessary to ensure that a positive working relationship is established with the former pastor.

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**BOUNDARIES COVENANT
Presbytery of Los Ranchos**

{Normally this Covenant will be read and signed during a service of worship of the congregation. Copies shall be kept by the Pastor, Clerk of Session, and Presbytery.}

This covenant will guide the future relationship between the Rev. _____ (hereafter referred to as "the pastor") and the _____ Presbyterian Church of _____, California (hereafter referred to as "the church") who both understand and accept the terms of this covenant in order that the relationships with new pastoral staff can develop in positive ways.

This covenant is designed to set healthy boundaries in the process of separation from any further pastoral duties as of _____. Both Pastor & Session (on behalf of the congregation) mutually agree to support the following conditions of the covenant:

8. As of the above date, the pastor will relinquish all pastoral and administrative duties and will no longer function as part of the pastoral or administrative team of the church.
9. The pastor is determined to be supportive of future pastoral and lay leadership of the church and will refuse to receive or participate in any negative comments, conversations or activities that might undermine any program or person of the church.
10. Any future contacts that may occur between the pastor and the congregation will be as friends and not in a pastor/parishioner relationship. The pastor will not participate in any weddings, funerals, baptisms, nor engage in any hospital or pastoral visitation or serving of Holy Communion until at least one year after the installation of the new pastor. This is intended to allow the new pastoral relationship to develop.

[Exceptions to this provision must be agreed to prior to signing this Covenant.]

This covenant is offered to the church for the sole purpose of strengthening the ministry of the church in the future. It grows out of a deep gratitude for the special relationship that develops between pastor and congregation.

In signing, the parties indicate a commitment to abide by the above "Boundaries Covenant" and that they have received, understand, and will abide by the "Separation Ethics" policy of the Presbytery of Los Ranchos.

_____ Clerk of Session
_____ The Pastor
_____ Moderator of Committee on Ministry
_____ Stated Clerk of Presbytery
_____ Next Installed Pastor
_____ Date Signed

Are there addendums to the Boundaries Covenant that have been approved? YES ___ NO ___

If yes, please attach them.