

First Presbyterian Church of Tequesta
Congregational Meeting Agenda
May 9, 2021

- I. Opening Prayer
- II. Declaration of Quorum
- III. **Motion:** Accept Terms of Dissolution (see attached)
- IV. Closing Prayer

DISSOLUTION AGREEMENT
TERMS OF DISSOLUTION

The Rev. Daniel Commerford and the First Presbyterian Church of Tequesta have agreed to request that the Presbytery of Tropical Florida 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 \$ 2 weeks
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.
☐ Through the Presbytery Office (how often each month _____)

Dates:

- A. Effective date the ministry duties will terminate: **May 16th last day in pulpit followed by two weeks of leave. Final date of employ May 30, 2021**
- B. Date minister will return all church property (and keys)
and vacate the church office: **May, 16, 2021**
- C. Date minister and family will vacate the manse: N/A

3. Other terms:
 - A. The minister, acknowledging receipt 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 at the date, before the end of financial payments under this agreement, the minister accepts another position for full time employment or adjusted if the minister accepts a part time position.
 - C. All parties agree to conform to and abide by the COM's Covenant of Closure of the Presbytery of Tropical Florida and understand that all financial payments shall be forfeited, if the minister violates these Guidelines and those stated in the Dissolution Policy of the Presbytery of Tropical Florida. All parties shall sign the COM's Covenant of Closure.
 - D. ~~The minister agrees to meet at least monthly with a counselor mutually agreed upon by the minister and the Committee on Ministry and paid for by the minister. Alternatively the minister agrees that, no later than the end of the second month of this agreement, the~~

~~minister will participate in a Professional Assessment such as that provided at the Princeton Career Development Center or the Davidson Clergy Center whose cost will be shared equally by the minister, congregation, and the presbytery. Failure to meet these expectations shall result in the forfeiture of unpaid financial payments.~~

- E. 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 and Releasees (as hereinafter defined) do hereby agree to the terms of this Mutual Release and do hereby release, acquit and discharge the Presbyterian Church (U.S.A.), the Synod of the South Atlantic, the Presbytery of Tropical Florida, 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 and only all civil and contractual 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 and all civil and contractual 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 only. This Release specifically does not release any party hereto from any and all actions which could result in ecclesiastical and/or disciplinary actions, which may have occurred or may occur hereafter..
4. 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.

Approved by:

Minister on: _____

Minister

Session on: _____

Clerk of Session

Congregation on: _____

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

COM on: _____

Chair of COM

Presbytery on: _____