

# ***Church Ministry Employment Manual***

**By**

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## **Chapter 19**

### ***Professional Employment Protocol***

#### ***Introduction***

At present there is no nationally recognized set of employment standards or conflict resolution guidelines for the professional pastor, as there are with the other professions. Thus churches have had to prepare their own standards and guidelines. While it is true many churches do possess adequate employment standards and guidelines, it is also true many do not. This is especially the case in independent churches, and church groups that are smaller and/or are more recent in their development. These churches do not have the tools necessary to minimize employment difficulties from occurring, or to effectively deal with employment difficulties when they do arise. The Professional Employment Protocol is an attempt to remedy this with the promulgation of a set of standards and guidelines as to how churches, as employers, and pastors, as employees, should treat each other. It is hoped that churches that do not possess, or do not have adequate employment standards and conflict resolution guidelines will make use of the Professional Employment Protocol.

#### ***Goal***

The goal of the Professional Employment Protocol is the advancement and preservation of a positive professional relationship between a church and its pastor.

#### ***Assumptions***

1. The Holy Bible is the final authority in all matters of Christian faith and practice.
2. The resolution of matters concerning professional misconduct, or conflict between a church and its pastor, is of the highest importance in the maintenance of the life and witness of the local Christian church.

#### ***Guiding Principles***

1. The recognition and respect of the rights and interests of the pastor and the local church.
2. The implementation of fair due process in the protection of those rights and interests.
3. The exercise of fairness, justice and mercy in the protection of those rights and interests.

## Section 1

### **Protocol for Hiring, Evaluation and Termination of Employment**

1. ***The preparation of a contract of employment, precisely stipulating the proposed job description.*** To limit misunderstanding on the part of both the pastor and the church a contract of employment will be prepared and signed by all relevant parties. This document will stipulate the candidate's tasks and duties, specify the candidate's position and accountability within the organization, and outline other significant points relevant to the hiring of services, including salary, working conditions, benefits, holidays and sabbaticals.
2. ***The exercise of consistency, fairness and confidentiality in the evaluation of candidates.*** To insure reasonable treatment of candidates in the hiring process the church will exercise appropriate due diligence. In general this is accomplished by implementing consistency, fairness and confidentiality in all of its dealings with candidates. Consistency in terms of what is determined to be necessary in the investigation and assessment of one candidate should be done for all. Fairness in terms of what is learned to be potentially detrimental to a candidacy, be corroborated by at least one other reasonably impartial source. Confidentiality in terms of all personal and private information submitted by a candidate, under no circumstances will become public knowledge.
3. ***The clear and prompt communication to prospective candidates of their status in the hiring process.*** To limit misunderstanding and possible alienation of candidates the church will exercise clear, consistent and prompt communication of all relevant steps and stages in the hiring process. All candidates to make the short-list will be contacted in writing. Any subsequent slow downs or stoppages of the hiring process should be communicated to short-list candidates in writing. Finally, the actual hiring of a candidate will be communicated to the other short-listed candidates in writing.
4. ***The use of recognized analytical tools in the formal evaluation of a professional employee.*** To limit subjectivity and possible local biases in the evaluation of a pastor's professional performance, only recognized peer reviewed analytical tools will be used. Further, the job evaluation will be supervised, administered and evaluated by a professional peer or peers, who are not directly connected to the local church doing the evaluation.
5. ***The clear and prompt presentation of the findings of the formal evaluation to the employee.*** To insure consistency and fairness, the peer evaluator will communicate the results of his or her evaluation to the church and pastor in writing. Further, the evaluator will be independently available, to both the church and the pastor for clarifications, questions and consultations concerning the findings of the evaluation. Any and all changes made to the substance of the

findings by the peer evaluator, as a result of these consultations will be communicated in writing to both parties.

6. ***The preparation of a mutually agreed upon plan for the remedy of identified professional deficiencies.*** To insure consistency and fairness between the church and the pastor all remedies will be understood and agreed upon by both parties. The mutually agreed upon remedies must be implemented in the form of a plan of action that includes reasonably measurable goals and timetables. This plan of action must be prepared in writing and formally signed by both the church and the pastor. In the event that the church, or the pastor, cannot come into agreement concerning the preparation of the plan of action, the peer evaluator, or an alternate mutually agreed upon third party, must be brought in to mediate the preparation of a plan. In the event that no agreement is possible, the church may deem it necessary to take remedial action unilaterally, including the termination of the pastor's employment.
7. ***The demonstration of personal concern and empathy in the termination of employment.*** The termination of employment represents a difficult outcome for both the church and the pastor. Having said this, it is the pastor who is often put in difficult economic, personal and professional circumstances with the outcome of a termination of employment. It is therefore incumbent upon the church to provide practical, emotional and spiritual support to the pastor (and his or her family) through out the termination process.
8. ***The exercise of reasonable timeframe in the ceasing of activities in the termination of employment.*** To facilitate the transition of job responsibilities and commitments on the part of the pastor the church will implement a reasonable timeframe leading to the cessation of activities. It is recommended this time frame not be too short to undertake the reasonable cessation of activities, or alternately, too long to unnecessarily prolong the reasonable cessation of activities.
9. ***The payment of reasonable monetary compensation in the termination of employment.*** To facilitate the transition of personal economic responsibilities and commitments the church will provide a reasonable severance payment to the pastor. It is recommended this sum not be too small to be of little consequence to the financial well being of the pastor, or too large to unfairly burden the church.
10. ***The provision of reasonable cooperation in the job search process after termination of employment.*** To facilitate the transition of employment on the part of the pastor the church will provide reasonable cooperation in the job search process. This will include the provision of time, office space, and equipment for the preparation of resumes and other reasonable re-employment materials, until the cessation of job activities.

## Section 2

### **Protocol for the Resolution of Professional Misconduct**

1. ***The clear communication in writing of the charge and evidence against the accused.*** The charge of professional misconduct is a very serious one. The conduct and integrity of the pastor is being called into question and account by the church. The clear communication in writing of the charge is therefore mandatory. In addition to naming the misconduct, the substance and conditions that give rise to the misconduct must also be clearly communicated in writing. In this way both the church and the pastor will formally understand the terms of reference for all that will proceed to the conclusion of the charge against the accused.
2. ***The exercise of prompt and probative due process toward the resolution of charges.*** Once the charge of professional misconduct has been made, it is incumbent upon the church to proceed without delay to the resolution of those charges. To show reasonable treatment and fairness the exercise of prompt and probative due process should be exercised. In practical terms this means the church should commence its investigation of the charges, and that reasonable time and resources be expended in the investigation of those charges.
3. ***The exercise of consistency, fairness and confidentiality in the investigation of the charges.*** To insure reasonable treatment of the accused in the investigation process, the church will exercise appropriate due diligence. In general this is accomplished by implementing consistency, fairness, and confidentiality during the investigation of those charges. Consistency in terms of what is determined to be necessary in the investigation should be agreed upon and adhered to by the church and the pastor at the start of the investigation. Fairness in terms of what is learned to be potentially detrimental to the accused be corroborated by at least one other reasonably impartial source. Confidentiality in terms of all relevant information submitted to the investigation will under no circumstances become public knowledge.
4. ***The appointment of a second-party advocate to represent the rights and interests of the accused.*** With the charge of misconduct the professional church worker is placed at a distinct disadvantage. He or she is required to defend against an accusation that has the potential to do serious professional harm. Under such conditions the church will allow the accused pastor the opportunity to choose an advocate, or advocates, in the defense of his or her professional rights and interests against the charges.
5. ***The exercise of suspension of employment without prejudice until the resolution of charges.*** The charge of professional misconduct, irrespective of the specifics involved, can render the pastor ineffective in his or her continued employment in the church. If, in the wisdom of the church, such a situation has

arisen, the church can suspend the duties and activities of the latter without prejudice, that is, with full pay, until the resolution of charges.

6. ***The presumption of innocence until the resolution of charges.*** It is a mainstay in civil society, and so also should it be in every society of believers, that a person is considered innocent until proven guilty. Thus, in addition to compensating the pastor while on leave, the church must make all reasonable efforts to guard and protect the career position and professional reputation of the pastor, until the resolution of charges.
7. ***The facts and findings of an investigation be documented and accessible to the accused.*** In order for the pastor to properly defend him or her self against the charge of misconduct, all the facts and findings of an investigation into the charge or charges must be made available to the accused in writing.
8. ***The accused have the right to defend against the charges.*** Once the facts and findings of the investigation have concluded, the pastor must be accorded the opportunity to defend against the charges brought against him or her. Only when the accused has had a reasonable opportunity to rebut the charges made based on the evidence provided, is the church in a position to determine the resolution of those charges.
9. ***The resolution of charges be documented and disclosed to all relevant parties.*** Once the church has determined the resolution of those charges, that is, on the basis of the evidence, that misconduct did, or did not take place, the decision of the church will be disclosed in writing to all relevant parties.
10. ***The discipline and other remedies be redeeming and restorative for all parties concerned.*** If it is determined misconduct did take place the discipline of the pastor, and other remedies decided upon by the church, must be redeeming and restorative for all parties concerned with, or directly impacted by, the misconduct. If, in the wisdom of the church, termination of the pastor's employment is required, it should be non-punitive in its exercise.

*(Section 3 next page.)*

## **Section 3**

### **Protocol for the Resolution of Pastor-Church Conflict**

1. ***The clear communication and agreement to church policy regarding pastor-church conflict.*** Like the charge of professional misconduct the eventuation of a conflict between the pastor and the church can have grave consequences for all concerned. To limit misunderstanding on the part of both the church and the pastor a policy statement concerning the protocol for the resolution of pastor-church conflict will be prepared and agreed to by all relevant parties, that is the local church, the denominational head and the church pastor. (It is recommended churches and pastors adopt the present document for this purpose.)
2. ***The exercise of prompt and probative due process toward the resolution of the conflict.*** Once it has been determined that a pastor-church conflict has occurred, it is incumbent upon both parties to proceed without delay to the resolution of that conflict. To show reasonable treatment and fairness prompt and probative due process should be exercised. In practical terms this means the church, as the employer of the pastor, should commence an investigation of the issues, and that reasonable time and resources be expended in the investigation of those issues.
3. ***The exercise of consistency and confidentiality in the investigation of the charges.*** To insure reasonable treatment of all parties in the resolution of conflict, the church will exercise appropriate due diligence. In general this is accomplished by implementing consistency and confidentiality in all of its dealings with the parties involved. Consistency in terms of what is determined to be necessary in the investigation and assessment of the issues surrounding the conflict. Confidentiality in terms of all personal and private information that is disclosed during the process of resolution, under no circumstances will become public knowledge.
4. ***The appointment of a mediator.*** If, in the event the conflict between the church and the pastor cannot be resolved among themselves, a mediator will be appointed. This individual will be someone who is acceptable to the church and the pastor, and will have as his or her sole mandate, the reconciliation of the conflict.
5. ***The exercise of suspension of employment without prejudice until the resolution of conflict.*** If, in the wisdom of church leadership the church is adversely affected by the pastor's continued presence during the resolution of the conflict, the suspension of the pastor's employment is warranted. Thus the church shall suspend the duties and responsibilities of the pastor, without prejudice, that is, with full pay, until the resolution, or non-resolution of the conflict.

6. ***The substance of any offers or agreements be documented.*** In an attempt to minimize misunderstandings and misrepresentation of the issue, or issues involved in the conflict, the substance of all offers and agreements between the church and the pastor must be documented.
7. ***The content of all documentation be accessible to all relevant parties.*** In an attempt to minimize misunderstandings and misrepresentations of the issue or issues involved, all documentation must be kept current, and made available to all directly relevant parties on an on-going basis, until the resolution or non-resolution of the conflict.
8. ***The resolution or non-resolution of the conflict be documented.*** In an attempt to minimize misunderstandings and misrepresentations of the issue or issues, the outcome of the resolution process should be documented. In the event a resolution to the conflict is not found, both the church and the pastor will state for the record their reasons why resolution was not possible, and that these statements be added to the documentation.
9. ***The resolution or non-resolution of the conflict be disclosed to all relevant parties.*** In an attempt to minimize misunderstandings and misrepresentations the resolution, or non-resolution, of a pastor-church conflict must be communicated to all parties directly affected. This communication must be in writing and present the main points upon which the resolution, or non-resolution, of the conflict was based.
10. ***The termination of employment be non-punitive and respectful.*** If no resolution of the conflict is possible termination of the pastor's employment is then warranted. It, however, remains the responsibility of the church to insure the termination be non-punitive, and respectful of the right of the pastor as a professional, to philosophically disagree with the wisdom and actions of the church concerning the matter in question.