

PASSARO PREVAILS ON MOTION TO DISMISS IN EMPLOYMENT LAW CASE

stich  angell

The Plaintiff Pastor was discharged from his role and brought a breach of contract claim against his church employer (the “Church”). This discharge was directed by the District that is the governing body of the Church. The Plaintiff alleged that as an affiliate of the District, the Church was obliged to follow the District’s policies and procedures on discipline and licensing, arguing that these policies are contractual in nature.

The judge in the case determined that the plaintiff had failed to plead facts sufficient to demonstrate that the Church was the party that breached the contract by removing him as pastor. The judge noted, the facts alleged in the Complaint clearly demonstrated that it was the District that changed Plaintiff’s license status, thereby requiring his removal as pastor. The specific

actions that constitute the alleged breach were actions taken by the District and not the Church.

In granting the Church’s Motion to Dismiss, the judge did not reach any of the First Amendment and/or ecclesiastical abstention doctrine arguments advanced by the Church. However, the judge did grant the District’s Motion to Dismiss on those arguments, as an examination of the decision making of the District would require the Court to engage in a detailed review of the evidence relating to the internal church policy and procedures, and thus is impermissible governmental interference in matters directly related to the church’s religious doctrine.



CARA PASSARO

MINNESOTA