

42 **B. The Presbytery and Mission Strategy**

43 The Book of Order of the Presbyterian Church (U.S.A.), (G-11.0103), challenges
44 the Presbytery to order all resources *...for the mission and government of the*
45 *church throughout its geographical district. It therefore has the responsibility*
46 *and power:*

47 *a. To develop strategy for the mission of the church in its area consistent*
48 *with G-3.0000 (the Book of Order chapter on the Church and its Mission);*

49 *b. To coordinate the work of its member churches, guiding them and*
50 *mobilizing their strength for the most effective witness to the broader*
51 *community for which it has responsibility.*

52 As a result, the Presbytery has an abiding interest in the location and facilities of
53 the member churches as an expression of the missions of the Presbytery.

54 **C. The Presbytery and the Trust Clause**

55 According to the Book of Order of the Presbyterian Church (U.S.A.)

56 *All property held by or for a particular church, a presbytery, a synod, the*
57 *General Assembly, or the Presbyterian Church (U.S.A.), whether legal title is*
58 *lodged in a corporation, a trustee or trustees, or an unincorporated*
59 *association, and whether the property is used in programs of a particular*
60 *church or of a more inclusive governing body or retained for the production of*
61 *income, is held in trust nevertheless for the use and benefit of the*
62 *Presbyterian Church (U.S.A.). (G-8.0201)*

63 The Trust Clause is meant to reflect the church's organic unity as it fulfills "The
64 Great Ends of the Church", strengthening its ability to guide its member
65 churches into their witness to the broader community. Because the trust clause
66 is meant as a means of witness to our unity in the covenant of common mission,
67 it is incumbent upon the Presbytery to act ministerially rather than adversarially
68 to its member churches in regard to its provisions.

69 **D. The Presbytery and Covenant Life**

70 Because the Trust Clause is understood by the Presbytery as a means of
71 displaying organic unity in common mission, there are common principles that
72 will guide the Presbytery's use of it:

- 73 • It will not be used to shackle churches to the institution of the
74 Presbyterian Church (U.S.A.) if a church genuinely desires to depart.
- 75 • It will not be used as a weapon to threaten civil action against a
76 congregation in keeping with 1st Corinthians 6: 1-11 over issues of
77 conscience. (G-1.0300)
- 78 • It reflects a tangible exhibition of the inter-connected relationship
79 organically existing between the Presbytery and its congregations

80 **II. Principles of Resolution**

81 The Trust Clause will not be used to initiate civil litigation preemptively. If a
82 church initiates a civil action, the Presbytery may take legal action to defend its
83 mission strategy for the Presbytery. In times of dispute over issues of

84 conscience, the Presbytery will adhere to, and member churches are encouraged
85 to adhere to, these Principles of Resolution.

86 Guided by our Presbyterian form of government, we:

- 87 1. Affirm the mission of the Kingdom of God and not the maintenance of
88 any particular institution as our highest calling;
- 89 2. Believe that the local congregation is the primary mission unit of
90 Presbytery, and that issues of property and money are always secondary
91 to people and mission;
- 92 3. Will not abdicate all decisions regarding property and finance to the local
93 congregation;
- 94 4. Understand that property is maintained and administered locally by the
95 congregation on behalf of the denomination;
- 96 5. Maintain accountability and connection by shared, representative
97 leadership and oversight;
- 98 6. Understand that regarding issues of conscience, "Divorce" can be a
99 relevant analogy in releasing congregations. Each side must confront
100 difficult realities, confront what it perceives to be a broken trust, speak of
101 those realities to each other, and be forced to consider the ongoing health
102 and viability of the other;
- 103 7. Will not approach property issues in such a way as to constrain local
104 congregations in their ability to do mission and ministry;
- 105 8. Will use the Presbytery Response Team procedure described in III-A
106 below instead of the use of an Administrative Commission;
- 107 9. Will use binding arbitration as describe in section III-A. below when
108 resolution cannot be achieved by other means; and will use the
109 Presbytery Response Team procedure described in III-A below prior to
110 any use of an Administrative Commission;
- 111 10. Will encourage all presbyters and congregations to "concur with or
112 passively submit to" (G-6.0108(b), footnote 1) the vote and wisdom of
113 the majority. If their consciences will permit neither, the Presbytery will
114 be generous in allowing congregations and presbyters with strong issues
115 of conscience to pursue peaceable withdrawal, which may include
116 dismissal to another Reformed body in accordance with our interpretation
117 of the Trust Clause, found in section III below.

118 **III. Processes for Resolution**

119 ***A. The Process of Discernment Leading to Possible Dismissal***

120 In the Presbyterian tradition, an inter-connected relationship is assumed
121 between the Presbytery and its congregations. Therefore, no congregation will
122 be dismissed to another Reformed body unless and until, at a minimum, the
123 following process is followed:

- 124 1. The Session and its pastor/moderator, after consideration, prayer and a
125 majority vote invites the Presbytery to form a Presbytery Response Team

- 126 (PRT) in order to engage the congregation in discussions about potential
127 resolution or dismissal for identified reasons of conscience.
- 128 2. If warranted, a PRT is formed. A PRT is 3 members appointed by the
129 Coordinating Team, plus the Executive Presbyter. The PRT arranges to
130 meet with the Session in hope of addressing their concerns, but if the
131 Session is still intending to pursue dismissal, it advises the Session of the
132 terms, which include a minimum of 10% of the fair market value of the
133 church property being paid to the Presbytery, and perhaps more,
134 depending upon the vote of the congregation.
- 135 3. The PRT will meet with the Session, and the pastor/Moderator will be
136 asked to either voluntarily excuse him or herself from the meeting or to
137 voluntarily decline his or her right to voice and vote. If the moderator
138 does so, he or she will appoint a member of the PRT to act as moderator
139 in his or her absence. The first action in that initial meeting will be to
140 agree to the terms of Section B, (Favorable Terms).
- 141 4. In the case of an impasse between the Presbytery and congregation in
142 negotiation, both the Presbytery and congregation will submit to the
143 decision of an arbiter. The arbiter will be a practicing Christian and a
144 member of the American Arbitration Association or the Peacemaker
145 Ministries. The arbiter will be chosen by both Presbytery and
146 congregation at the very beginning of the dismissal discernment process
147 as described in Section A above. Should arbitration be entered, the
148 arbiter's decision is to be followed without exception. The costs for the
149 arbiter will be divided equally between the Presbytery and the
150 congregation.
- 151 5. Both the PRT and the session and the pastoral staff will be encouraged to
152 seek ongoing dialog in the hope of resolution.
- 153 6. The PRT will promptly report the results of the initial meeting and its
154 recommendations to the Presbytery through the Coordinating Team.
- 155 7. The PRT may work with the Session to call a Congregational Meeting for
156 the purpose of hearing from the members and discerning, possibly by a
157 non-binding written "straw ballot," how many members desire that,
158 should the way be clear, the congregation be dismissed to another
159 Reformed body.
- 160 8. While the quorum for congregational meetings is set by the Book of
161 Order, and by the bylaws of particular congregations, the PRT expects
162 that at least fifty percent of the active membership will participate in the
163 meeting.
- 164 9. If the PRT believes that a significant proportion (estimated at more than
165 75%) of the attending members wish to be dismissed, they will, with the
166 permission of the Presbytery Coordinating Team and/or Presbytery, begin
167 to negotiate favorable terms with the congregation under the terms of
168 **Section B.**, below.
- 169 10. During the negotiations the PRT will meet with members of the
170 congregation who wish to remain within the Presbyterian Church (U.S.A.)
171 to best strategize how to either maintain an existing mission presence,

172 incorporate members into nearby Presbytery congregations, or create a
173 new entity.

174 11. At the conclusion of negotiations, the congregation will hold a
175 Congregational Meeting to vote on a possible dismissal to a specific
176 Reformed body according to the terms of negotiation. At least fifty
177 percent of the current active membership will attend the meeting. An
178 affirmative vote of at least seventy-five percent is required in order to
179 further the dismissal process. A written ballot will be created by the PRT.

180 12. The Presbytery, at a regular or specially called meeting, will vote on
181 whether to accept the terms of dismissal without amendments and to
182 allow the congregation to be dismissed to a specified Reformed body
183 according to G-11.0103(i) of the Book of Order of the Presbyterian Church
184 (U.S.A.). In the case of a negative vote of Presbytery, the process of
185 Binding Arbitration, will be followed.

186 ***B. Favorable Terms***

187 The Presbytery, through the process of negotiating issues of conscience and
188 property with congregations, will act in such a manner that will reflect its
189 primary concern for the ongoing mission and vitality of Christian witness in
190 the area impacted by ministry of that congregation. Therefore:

- 191 • The Presbytery recognizes that “the church” in a particular area is not its
192 building or financial assets, but the people of the congregation.
- 193 • The Presbytery must be mindful both of congregation members who, for
194 reasons of conscience, desire that their congregation be dismissed to
195 another denomination, and also those congregation members who wish to
196 remain within the Presbyterian Church (U.S.A.).
- 197 • In cases where a financial settlement is a part of a dismissal agreement
198 between the presbytery and a particular church, that settlement will be
199 fairly and proportionately based on a measure such as how many
200 congregation members remain within the Presbyterian Church (U.S.A.)
201 and how many elect to be a member of the departing congregation.
- 202 • The best goal of Presbytery negotiations with congregations, when there
203 is a group that desires to remain within the Presbyterian Church (USA)
204 and a group that desires to be dismissed to another Reformed body, is to
205 enable both congregations to be as healthy as possible in the aftermath of
206 separation.
- 207 • When a financial settlement is agreed upon, that settlement will be used
208 for the mission of Beaver-Butler Presbytery.