

## **Proposed Revisions to A Presbytery Policy for Congregations Considering Leaving the Presbyterian Church (U.S.A.)**

### **Background**

The 2015 version describes the current context of churches leaving the PC(USA) in the aftermath of changes to the Book of Order which revised the definition of marriage. That wave of activity has largely passed by and settled so it seemed prudent to remove that specific language and speak in more general terms.

### **Presbytery Involvement**

Language throughout has been updated from “Executive Presbyter or Stated Clerk” to “Presbytery Co-Leaders.”

In order to address a repeat of the unique situation at the Upper West Conococheague Church, this language was added to this section:

*Ordinarily the session will be the conversation partner, but in some circumstances this will not be possible. In that case, the conversation team will work with the congregation to choose a transition team to negotiate the terms of dismissal with presbytery. If original jurisdiction is taken by the AC, the AC will serve as the conversation partner because 1-2 Ruling Elders will be included in its membership.*

### **Negotiation and Resolution**

Paragraphs regarding building and grounds were moved to a new section entitled *Financial Assets and Property*.

The last sentence in this section was added for clarity’s sake when an Administrative Commission is involved.

### **Covenant for Dismissal**

This section is new and describes the required elements of a Covenant for Dismissal as well as the approval process for that Covenant.

### **Financial Assets and Property**

In addition, most of the material in this section was moved from the former *Negotiation and Resolution* section with three significant additions:

*1 - Equally important is the understanding of the so-called Trust Clause in G-4.0203 of the Book of Order which states “All property held by or for a congregation...is held in trust nevertheless for the use and benefit of the Presbyterian Church (U.S.A.).” Though a resolution for dismissal may include permission for a congregation to leave with its property, it is not an automatic right of the congregation and is subject to negotiation.*

*2 - When negotiating possible aspects for the Conversation Team to consider include, but is not limited to:*

- Real estate and real property – based on the Trust Clause in the Book of Order (G-4.0203), the presbytery can require the congregation to pay the assessed value in full or some portion thereof.*
- Per Capita – the Presbytery of Carlisle will be responsible for two years of per capita even after the congregation has left the denomination.*
- Tithe – Using that biblical concept, the Conversation Team and congregation may come to agree that a tithe of the assets would be a suitable resolution.*

*3 -The Terms of the Financial Settlement shall include a reversionary clause and require the Church to include a reversionary clause in the deeds to all the real property, which shall stipulate that the departing congregation retain title to all real property and assets unless, within ten years, any of the following occur:*

- a. The congregation ceases to exist as an active congregation;*
- b. The placing of the real property of the congregation for sale;*
- c. The discontinuation of worship by the congregation at the current property on a permanent basis;*
- d. The congregation leaves or is dismissed as an active, separate congregation of the receiving denomination to operate independently or is merged into or otherwise becomes a non-Reformed denomination congregation.*

*In any of these situations, the property and assets would revert to the Presbytery of Carlisle.*

## **Appendices**

The appendices largely remain the same with the exception of adding Appendix 4, which identifies some Scriptures and questions that may be helpful in the congregational discernment phase.