

## Leap of Faith

### ¶ 2553. Disaffiliation of a Local Church Over Issues Related to Human Sexuality –

1. Basis-- Because of the current deep conflict within The United Methodist Church around issues of human sexuality, a local church shall have a limited right, under the provisions of this paragraph, to disaffiliate from the denomination for reasons of conscience regarding a change in the requirements and provisions of the Book of Discipline related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow.
2. Time Limits--The choice by a local church to disaffiliate with The United Methodist Church under this paragraph shall be made in sufficient time for the process for exiting the denomination to be complete **prior to December 31, 2023**. The provisions of ¶ 2553 expire on December 31, 2023 and shall not be used after that date.
3. Decision Making Process--The church conference shall be conducted in accordance with ¶ 248 and shall be held within one hundred twenty (120) days after the district superintendent calls for the church conference. In addition to the provisions of ¶ 246.8, special attention shall be made to give broad notice to the full professing membership of the local church regarding the time and place of a church conference called for this purpose and to use all means necessary, including electronic communication where possible, to communicate. **The decision to disaffiliate from The United Methodist Church must be approved by a two-thirds (2/3) majority vote of the professing members of the local church present at the church conference.**
4. Process Following Decision to Disaffiliate from The United Methodist Church--If the church conference votes to disaffiliate from The United Methodist Church, the terms and conditions for that disaffiliation shall be established by the board of trustees of the applicable annual conference, with the advice of the cabinet, the annual conference treasurer, the annual conference benefits officer, the director of connectional ministries, and the annual conference chancellor. The terms and conditions, including the effective date of disaffiliation, shall be memorialized in a binding Disaffiliation Agreement between the annual conference and the trustees of the local church, acting on behalf of the members. That agreement must be consistent with the following provisions:
  - a. Standard Terms of the Disaffiliation Agreement. The General Council on Finance and Administration shall develop a standard form for Disaffiliation Agreements under this paragraph to protect The United Methodist Church as set forth in ¶ 807.9. The agreement shall include a recognition of the validity and applicability of ¶ 2501, notwithstanding the release of property therefrom. Annual conferences may develop additional standard terms that are not inconsistent with the standard form of this paragraph.

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- b. **Apportionments.** The local church shall pay any unpaid apportionments for the 12 months prior to disaffiliation, as well as an additional 12 months of apportionments.
- c. **Property.** A disaffiliating local church shall have the right to retain its real and personal, tangible and intangible property. All transfers of property shall be made prior to disaffiliation. All costs for transfer of title or other legal work shall be borne by the disaffiliating local church.
- d. **Pension Liabilities.** The local church shall contribute withdrawal liability in an amount equal to its pro rata share of any aggregate unfunded pension obligations to the annual conference. The General Board of Pension and Health Benefits shall determine the aggregate funding obligations of the annual conference using market factors similar to a commercial annuity provider, from which the annual conference will determine the local church's share.
- e. **Other Liabilities.** The local church shall satisfy all other debts, loans, and liabilities, or assign and transfer them to its new entity, prior to disaffiliation.
- f. **Payment Terms.** Payment shall occur prior to the effective date of departure.
- g. **Disaffiliating Churches Continuing as Plan Sponsors of the General Board of Pension and Health Benefits Plans.** The United Methodist Church believes that a local church disaffiliating under ¶ 2553 shall continue to share common religious bonds and convictions with The United Methodist Church based on shared Wesleyan theology and tradition and Methodist roots, unless the local church expressly resolves to the contrary. As such, a local church disaffiliating under ¶ 2553 shall continue to be eligible to sponsor voluntary employee benefit plans through the General Board of Pension and Health Benefits under ¶ 1504.2, subject to the applicable terms and conditions of the plans.
- h. Once the disaffiliating local church has reimbursed the applicable annual conference for all funds due under the agreement, and provided that there are no other outstanding liabilities or claims against The United Methodist Church as a result of the disaffiliation, in consideration of the provisions of this paragraph, the applicable annual conference shall release any claims that it may have under ¶ 2501 and other paragraphs of The Book of Discipline of The United Methodist Church commonly referred to as the trust clause, or under the agreement.

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### ¶ 246. General Provisions- [ . . . ]

8. Notice of time and place of a regular or special session of the charge conference shall be given at least ten days in advance by two or more of the following (except as local laws may otherwise provide): from the pulpit of the church, in its weekly bulletin, in a local church publication, or by mail.

¶ 248. **The Church Conference**-To encourage broader participation by members of the church, the charge conference may be convened as the church conference, extending the vote to all professing members of the local church present at such meetings. The church conference shall be authorized by the district superintendent. It may be called at the discretion of the district superintendent or following a written request to the district superintendent by one of the following: the pastor, the church council, or 10 percent of the professing membership of the local church. In any case a copy of the request shall be given to the pastor. Additional regulations governing the call and conduct of the charge conference as set forth in ¶¶ 246-247 shall apply also to the church conference. A joint church conference for two or more churches may be held at the same time and place as the district superintendent may determine. A church conference shall be conducted in the language of the majority with adequate provision being made for translation. (For church local conference see ¶ 2527.)

### ¶ 807. Other Fiscal Responsibilities [ . . . ]

9. To take all necessary legal steps to safeguard and protect the interests and rights of the denomination; to maintain a file of legal briefs related to cases involving the denominational interests of The United Methodist Church, and to make provisions for legal counsel where necessary to protect the interests and rights of the denomination. The council shall recommend to each general agency and unit thereof and to each annual conference council on finance and administration a uniform procedure to be followed by the aforesaid agencies and, where applicable, local churches, relative to the certification and payment of ordained ministers' housing allowances in accordance with provisions of the Internal Revenue Code of the United States. The council shall have the authority to pursue policies and procedures necessary to preserve the tax-exempt status of the denomination and its affiliated organizations.

¶ 2501. **Requirement of the Trust Clause for All Property**-1. All properties of United Methodist local churches and other United Methodist agencies and institutions are held, in trust, for the benefit of the entire denomination, and ownership and usage of church property is subject to the Discipline. This trust requirement is an essential element of the historic polity of The United Methodist Church or its predecessor denominations or communions and has been a part of the Discipline since 1797. It reflects the connectional

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structure of the Church by ensuring that the property will be used solely for purposes consonant with the mission of the entire denomination as set forth in the Discipline. The trust requirement is thus a fundamental expression of United Methodism whereby local churches and other agencies and institutions within the denomination are both held accountable to and benefit from their connection with the entire worldwide Church.

In consonance with the legal definition and self-understanding of The United Methodist Church (see ¶ 141), and with particular reference to its lack of capacity to hold title to property, The United Methodist Church is organized as a connectional structure, and **titles to all real and personal, tangible and intangible property held at jurisdictional, annual, or district conference levels, or by a local church or charge, or by an agency or institution of the Church, shall be held in trust for The United Methodist Church and subject to the provisions of its Discipline.** Titles are not held by The United Methodist Church (see ¶ 807.1) or by the General Conference of The United Methodist Church, but instead by the incorporated conferences, agencies, or organizations of the denomination, or in the case of unincorporated bodies of the denomination, by boards of trustees established for the purpose of holding and administering real and personal, tangible and intangible property.

2. The trust is and always has been irrevocable, except as provided in the Discipline. Property can be released from the trust, transferred free of trust or subordinated to the interests of creditors and other third parties only to the extent authority is given by the Discipline.

3. Local churches and other United Methodist agencies and institutions may acquire, hold, maintain, improve, and sell property for purposes consistent with the mission of the Church, unless restricted or prevented by the Discipline