



- 1 4. *Gracious Witness*: It is our belief that scripture and the Holy Spirit require a  
2 gracious witness from us rather than a harsh legalism.  
3
- 4 5. *Openness and Transparency*: Early, open communication and transparency about  
5 principles and process of dismissal necessarily serve truth, order, and goodness,  
6 and work against seeking civil litigation as a solution.  
7

#### 8 C. Presbytery's Authority to Dismiss Congregations 9

- 10 1. Presbyteries have the express power (a technical term meaning they are the only  
11 ones who can take this action) to dismiss a congregation (G-3.0303b).  
12
- 13 2. Only a presbytery may dismiss a congregation (PCUS, 1976, pp. 92-99, Strong  
14 and Bagby v. Synod of Mid-South (No. 1-1976)).  
15
- 16 3. Presbyteries have authority under G-4 to evaluate questions concerning church  
17 property in light of the particular circumstances presented in each instance.  
18 Presbyteries have the responsibility to recognize that the PC(U.S.A.) is a party in  
19 interest when a presbytery takes action with respect to a request to dismiss a  
20 church with its property, and to act as a fiduciary for the benefit of the  
21 PC(U.S.A.), the beneficiary of the Trust Clause (G-4), taking into consideration  
22 the financial position and value of all the property held by the congregation  
23 seeking to be dismissed.  
24

#### 25 D. Statement of Values of the Presbytery of San Gabriel 26

- 27 1. The Presbytery of San Gabriel is committed to its churches and presbyters and  
28 acknowledges the good will of all parties in dispute. The Presbytery of San Gabriel  
29 seeks to uphold one another, respect each other's integrity, affirm freedom of  
30 conscience, even as we acknowledge significant differences in our views on what  
31 the Bible teaches about a number of issues. We desire to encourage peace and  
32 unity between and among our congregations and members as we seek together to  
33 find and represent the will of Christ. In all that we do, it is our prayer to strive to  
34 be a church modeled on the body of Christ, a church made up of many different  
35 parts, all of which are necessary for its mission to the world, for its building up,  
36 and for its service to God and in our organic spiritual unity found in the grace of  
37 the Lord Jesus Christ, the love of God, and the fellowship of the Holy Spirit.  
38
- 39 2. Presbyterians have always celebrated and recognized significant differences of  
40 opinion on many issues. This value is currently noted in the historic language  
41 found in F-3.0104 and F-3.0105.  
42
- 43 a. Our covenant demands that we strive to work together in peace and unity,  
44 even in the midst of our diversity. The duty is always to attempt to bring  
45 the estranged member back into the covenant community, and we promise  
46 in our ordination vows to carry out that duty.  
47
- 48 b. Through our theology we understand that "Presbyters are not simply to  
49 reflect the will of the people, but rather to seek together to find and  
50 represent the will of Christ. Decisions shall be reached in governing  
51 bodies by vote, following opportunity for discussion, and a majority shall

1 govern.” (F-3.0204) and (F-3.0205). At the same time, the church is  
2 committed to being open to voices sharing minority opinions. The  
3 Constitution of the Presbyterian Church (U.S.A.) recognizes “The church  
4 reformed, always to be reformed according to the Word of God and the  
5 call of the Spirit.” (F-2.0200).  
6

- 7 c. There are also times when members find it impossible to go along with the  
8 majority. The Presbytery encourages all presbyters and congregations to  
9 “concur with or passively submit to” the vote and wisdom of the majority.  
10 (G-2.0105 footnote 11). If their consciences will permit neither, the  
11 Presbytery will be generous in allowing congregations and presbyters with  
12 strong issues of conscience to pursue peaceable withdrawal through  
13 dismissal to another Reformed body.  
14

15 In order to achieve the goals of servant-hood, encouragement, and support,  
16 the Presbytery has historically seen its role as being a resource. The Book  
17 of Order of the Presbyterian Church (U.S.A.), (G-3.0303), challenges the  
18 Presbytery to order all resources ...for the mission and government of the  
19 church throughout its geographical district. It therefore has the  
20 responsibility and power to develop strategy for the mission of the church  
21 in its area consistent with (F-1.00) and to coordinate the work of its  
22 member churches, guiding them and mobilizing their strength for the most  
23 effective witness to the broader community.  
24  
25

26 **II. SPECIFIC EXPOSITION OF WHAT “HELD IN TRUST” MEANS TO**  
27 **PRESBYTERY OF SAN GABRIEL IN ACCORDANCE WITH THE BOOK OF**  
28 **ORDER OF PRESBYTERIAN CHURCH (U.S.A.):**  
29

30 *All property held by or for a congregation, a presbytery, a synod, the General Assembly,*  
31 *or the Presbyterian Church (U.S.A.), whether legal title is lodged in a corporation, a*  
32 *trustee or trustees, or an unincorporated association, and whether the property is used in*  
33 *programs of a congregation or of a more inclusive governing body or retained for the*  
34 *production of income, is held in trust nevertheless for the use and benefit of the*  
35 *Presbyterian Church (U.S.A.). (G-4.0203)*  
36

- 37 1. “The congregation is the basic form of the church, but it is not of itself a sufficient  
38 form of the church. Thus congregations are bound together in communion with  
39 one another, united in relationships of accountability and responsibility,  
40 contributing their strengths to the benefit of the whole, and are called,  
41 collectively, the church.” (G-1.01)  
42
- 43 2. The Trust Clause is meant to reflect the church’s organic unity. “The unity of the  
44 Church is a gift of its Lord and finds expression in its faithfulness to the mission  
45 to which Christ calls.” (F-1.0302a.) We believe our unity and our true connection  
46 comes from Christ, our Chief Cornerstone, and that our unity in Christ serves as  
47 an essential basis for evangelism. (John 17:20-23) It is our prayer that we would  
48 all be one in Christ, just as Christ and the Father are one. Because the Trust  
49 Clause is meant as a means of witness to our unity in the covenant of common  
50 mission, it is incumbent upon the Presbytery and its churches to exercise  
51 forbearance and grace with one another in regard to its provisions.

- 1                   3. Under the Trust Clause, a particular congregation’s property, including land,  
2 buildings, fixtures, and any other financial assets, is held in trust for the  
3 Presbyterian Church (U.S.A.). The congregation cannot sell, lease, or encumber it  
4 without the permission of Presbytery, nor can it take property with it to another  
5 denomination unless the Presbytery voluntarily releases its claim upon the  
6 property. As stated by the GA PJC in Remedial Case 221-08, *Presbytery of New*  
7 *York City v. McGee et al.*, “A presbytery, acting in the role of trustee, must  
8 exercise due diligence such that its determination is both reasonable and evident  
9 in the record.”  
10  
11                   4. The Trust Clause also reflects our understanding of the church as a communion of  
12 saints across time, with responsibilities both to those who came before and those  
13 who will follow. When a congregation seeks to leave the Presbytery, it is breaking  
14 what is often a significant historic relationship; it is also departing from a  
15 fellowship in which its officers have participated, by whose polity they have  
16 pledged to be governed, and with which many members may feel bonds of  
17 affection. This policy therefore cautions any congregation seeking to separate  
18 from the Presbytery to consider its actions carefully.  
19  
20                   5. The Trust Clause should not be used to threaten civil action against a  
21 congregation. In considering enforcement of the provisions of the Trust Clause, it  
22 is important that the Presbytery and its member congregations act with grace in all  
23 interactions. Scripture calls us to seek in all humility to resolve our disagreements  
24 and avoid the harm that is done to the Gospel and Christ’s body when Christians  
25 resort to civil litigation and public disputes over property.  
26  
27                   6. The Trust Clause should not be used to unnecessarily bind churches to the  
28 institution of the Presbyterian Church (U.S.A.) if a church genuinely desires to  
29 depart over matters of conscience.

30  
31                   Ordinarily, Presbytery will not preemptively initiate civil litigation based on the  
32 Trust Clause. If a congregation initiates civil action, the Presbytery may take legal  
33 action to defend ownership of the property in question by the PC(U.S.A.) as  
34 provided in the Trust Clause and as affirmed for churches in the state of  
35 California.<sup>1</sup>  
36  
37

### 38 **III. COMMITMENT TO MUTUAL DIALOGUE AND ENGAGEMENT**

- 39  
40                   1. The goal of this Presbytery will always be reconciliation and continued  
41 engagement in relationship for all congregations within the Presbytery. The  
42 Presbytery is to be a servant to the churches God has entrusted to us, encouraging  
43 and supporting them toward becoming healthy, growing, congregations.  
44  
45                   2. 1 John 4:18 states “*There is no fear in love. But perfect love drives out fear,*  
46 *because fear has to do with punishment. The one who fears is not made perfect in*  
47 *love.*”  
48

---

<sup>1</sup>Rasmussen v. Superior Court, 51 Cal. 4<sup>th</sup> 804 (2011).

1 The Presbytery is committed to the character of this passage. We are committed to  
2 engage either the leaders of the congregation or the congregation as a whole, as  
3 circumstances dictate, in this spirit of love. It is likewise incumbent upon the  
4 leaders of congregations wrestling with issues of conscience to share their  
5 concerns with Presbytery leadership in a timely manner, being assured that the  
6 response will be one of prayer, dialogue, and a commitment to act in love, and in  
7 the best interest of the congregation as well as the Presbytery’s mission.  
8

- 9
3. Our Reformed tradition includes broad historical differences between the great  
10 doctrines and themes of the church, and the specific theories and models which  
11 different communities have found useful in seeking to understand those doctrines  
12 in the practice of their faith. A Reformed stance allows room for a variety of  
13 legitimate perspectives and valid models of “essentials” that allow an  
14 understanding of underlying mysteries. Graciousness on both sides acknowledges  
15 this validity and seeks to honor one another.  
16

#### 17

18 **IV. COVENANTAL PROCESS FOR THE PRESBYTERY AND CONGREGATION**  
19

- 20
- A. As the preferred means for settling disputes, the Presbytery covenants with its members  
21 and congregations to attempt to settle property disagreements relationally, rather than by  
22 initiating settlement in civil court thereby violating I Corinthians 6:1-II.  
23
  - B. In furtherance of attempting to settle property disagreements relationally, the Presbytery  
24 covenants with its members and congregations to:  
25  
26
    1. be open, honest, and transparent, speaking the truth in love;  
27
    2. exercise pastoral oversight in the spirit of I Peter 5:1-5, “...shepherd the flock of  
28 God among you, exercising oversight not under compulsion, but voluntarily,  
29 according to the will of God.... And all of you clothe yourselves with humility  
30 toward one another....”;
    3. work pastorally with any pastor, session or congregation that seeks dismissal from  
31 the Presbyterian Church (U.S.A.);  
32
    4. refrain from taking any preemptive action against, any pastor, session or  
33 congregation who considers faithfully following the Great Ends of the Church  
34 (F-1.0304) in another fellowship;  
35
    5. interpret “use and benefit of the Presbyterian Church (U.S.A.)” in G-4.0203 to  
36 mean those things which not only further the Great Ends of the Church (F-  
37 1.0304) but also take into account that church property is held in trust for the  
38 PC(U.S.A.). The spiritual needs of the congregation, as well as the broader fiscal  
39 and missional aspects of the decision should also be considerations.  
40
    6. interpret the Presbytery’s express power of “providing encouragement, guidance,  
41 and resources to congregations in the areas of mission, prophetic witness,  
42 leadership development, worship, evangelism, and responsible administration to  
43 the end that the church’s witness to the love and grace of God may be heard in the  
44 world” (G-3.0301a) to allow that in some cases, after diligent and prayerful  
45  
46  
47  
48  
49  
50  
51

1 consideration of the fiduciary responsibility of the Presbytery as a trustee of the  
2 denomination, a congregation, with its property and financial assets, may be  
3 dismissed from the Presbyterian Church (U.S.A.).  
4

- 5 C. Holding these covenants in mind, does not abrogate provisions for judicial proceedings  
6 described in the Rules of Discipline. The judicial process of the church exists not as a  
7 substitute for the secular judicial system, but to do what the secular system cannot do.  
8 The purpose of the church’s judicial process is to honor God by making clear the  
9 significance of membership in the body of Christ...to restore the unity of the church by  
10 removing the causes of discord and division; and to secure the just, speedy, and  
11 economical determination of proceedings. The power that Jesus Christ has vested in his  
12 Church, a power manifested in the exercise of church discipline, is one for building up  
13 the body of Christ, not for destroying it, for redeeming, not for punishing. It should be  
14 exercised as a dispensation of mercy and not of wrath so that the great ends of the Church  
15 may be achieved, that all children of God may be presented faultless in the day of Christ.  
16 In all respects, all participants are to be accorded procedural safeguards and due process.  
17 (D-1.0101 and D-1.0102)  
18  
19

20 **V. OUTLINE FOR A PROCESS OF ENGAGEMENT WITH PRESBYTERY**  
21

22 A. Initial Contact and Dialogue  
23

- 24 1. When the leadership of the Presbytery becomes aware, by formal session action,  
25 that a congregation is in serious disagreement with the denomination to the extent  
26 of considering leaving the PC (U.S.A.), a Presbytery Engagement Team (PET),  
27 formed by the Presbytery Council and the Committee on Ministry – Ministry  
28 Team (COMMT) for such a purpose, will meet with the session and jointly, or  
29 subsequently, with the congregation as the church tries to discern God’s will for  
30 their continued relationship with the denomination. This process is meant to  
31 insure that the congregation is fully informed on the issues at hand, equipped with  
32 knowledge of this Presbytery’s process, as well as the processes and values that  
33 have guided other churches and presbyteries in their decision making.  
34

35 The PET shall be composed of 4 to 6 members, giving full expression to the rich  
36 diversity of the membership of both the requesting congregation and the  
37 Presbytery and shall provide for full participation and access to representation in  
38 decision-making.

39 The PET will be provided appropriate training as to this policy and the applicable  
40 authorities of the PC(U.S.A.).  
41

- 42 2. The PET will seek a time of prayer and conversation focused on understanding  
43 the conflict and identifying potential steps toward reconciliation. Seeking  
44 reconciliation and resolution must be the initial step in the process. As stated by  
45 the GA PJC in Remedial Case 221-08, *Presbytery of New York City v. McGee et*  
46 *al.*: “It is the nature and weight of theological difference that is critical in a  
47 justification for dismissal. The mere presence of theological differences does not  
48 preclude coexistence within the PC(U.S.A.). As stated in F-3.0105 ‘there are  
49 truths and forms with respect to which men of good characters and principles may  
50 differ. And in all these we think it the duty of private Christians and societies to  
51 exercise mutual forbearance toward each other.’”

- 1           3. The PET will counsel with the congregation regarding possibilities for  
2 reconciliation and the likely impact should dismissal be the course selected. The  
3 PET will outline the process and likely consequences of the congregation's  
4 requesting dismissal from the Presbytery, and will use the following principles to  
5 guide the PET's dialogue with the church:  
6  
7           a. To engage either the leaders of the congregation or the congregation as a  
8 whole, as circumstances dictate, in a time of prayer and conversation to  
9 understand the concerns of the portion of the congregation that seeks to be  
10 dismissed and those who wish to remain within the PC(U.S.A.).  
11  
12           b. If the PET determines that progress can be made toward reconciliation  
13 through continued and constructive dialogue, the session and the PET will  
14 establish a mutually agreeable time line of talks to be held and proceed to  
15 engage in such dialogue.  
16  
17           c. In its dialogue with the church session and congregation, the PET will share  
18 implications for a church considering leaving the PC(U.S.A.). The PET will  
19 discuss with all teaching elder members the likely impacts on their benefits  
20 and ordination status of the various options available to them, so that they  
21 fully understand the implications of their transfer to another Reformed body,  
22 or staying as a member of the Presbytery and the PC(U.S.A.).  
23  
24           d. If there is a group that desires to remain within the PC(U.S.A.) and a group  
25 that desires to be dismissed to another Reformed body, the PET will consider  
26 financial, property and other issues that will enable both groups to be as  
27 healthy as possible in the aftermath of separation. Any negotiation and  
28 decision about the disposition of property must include direct consultation  
29 with members who express a desire to remain within the PC(U.S.A.). It is  
30 the responsibility of the Presbytery to provide pastoral care and support to all  
31 who choose to remain in the PC(U.S.A.). If the PET determines that there is  
32 a cohesive group that may remain as a congregation or new worshipping  
33 community within the PC(U.S.A.), the ministry needs of that group,  
34 including preserving assets and property for use by that group, must be  
35 considered, whether or not that group constitutes a majority of the  
36 congregation. However, the Presbytery is entrusted with the authority to  
37 determine the proper disposition of church property, and will consider among  
38 other factors, which group is able to maintain the property and continue to  
39 use it as a worshipping, witnessing community in that location.  
40  
41           e. If, after a period of dialogue, the PET and the leadership of the congregation  
42 are not able to establish a process for reconciliation, the PET and the leaders  
43 of the congregation will begin the process of negotiation of the terms of  
44 dismissal, and the validation of the true desire of the members of the  
45 congregation with regards to denominational affiliation.  
46  
47  
48  
49  
50

1 **VI. PROCESS FOR A CONGREGATION TO REQUEST DISMISSAL**

2  
3 A. Negotiation of terms of dismissal

4  
5 The dismissal of a church from the Presbytery will be a traumatic event in the life of the  
6 congregation and the Presbytery. The actions of the Presbytery shall be focused on the  
7 preservation of ministry through the process of negotiation and dismissal. The PET will  
8 engage with a Special Committee of the Congregation (SCC), selected by the session of  
9 the congregation, to negotiate the terms of dismissal. It is strongly recommended that  
10 members of the SCC be persons familiar with Presbyterian polity. It is the intention of  
11 all parties that the PET and the SCC will move expeditiously and in good faith to  
12 negotiate the terms of dismissal.  
13

14 B. Terms for release to another body

15  
16 The PET will conduct a preliminary evaluation of whether the receiving body to which  
17 the congregation seeks dismissal is an acceptable Reformed body. The Authoritative  
18 Interpretation Item 07-13, Transfer of Ministers and Congregations to Transitional  
19 Presbyteries-From the General Presbyter/Stated Clerk, Presbytery of Charlotte (“AI on  
20 Dismissal”) lays out three criteria for evaluating whether an entity is a Reformed body:  
21

- 22 1. Is the body “doctrinally consistent with the essentials of Reformed theology as  
23 understood by the presbytery?”
- 24 2. Is the body “governed by a polity that is consistent in form and structure with that  
25 of PC(U.S.A.)”?
- 26 3. Is the body “of sufficient permanence to offer reasonable assurance that the  
27 congregation is not being dismissed to de facto independence”?<sup>2</sup>  
28  
29  
30

31 The Presbytery must formally act to recognize that group as a Reformed body that meets  
32 the above criteria prior to any action to dismiss a congregation to it. A congregation  
33 cannot be dismissed to “independency.” Consistent with Strong & Bagby vs. Mid South,  
34 congregations can only be dismissed by the formal action of the Presbytery.  
35

36 Consistent with PC(U.S.A.) polity (including any relevant Authoritative Interpretations),  
37 congregations seeking dismissal from the Presbytery may only be dismissed with their  
38 property to another Reformed body, determined by the Presbytery to be an appropriate  
39 Reformed body in a manner consistent with such PC(U.S.A.) polity. During the course  
40 of evaluating whether the receiving body is an acceptable Reformed body, the PET will  
41 also research whether the receiving body has a comparable trust clause to G-4.0203 and  
42 whether the receiving body has a consistent pattern or practice of enforcing such a trust  
43 clause. If the receiving body either does not have a comparable trust clause or, even if it  
44 has such a clause, it does not have a consistent pattern or practice of enforcing such a  
45 trust clause, then any terms of dismissal shall include a transitional provision whereby the  
46 property reverts back to the PC(U.S.A.) if it ceases to be used as a church that is part of  
47 the Reformed denomination to which it was dismissed.

---

<sup>2</sup>The AI on Dismissal places on the dismissing presbytery the responsibility and power for determining if a body is a qualified Reformed body, but the dismissing presbytery must do so within the context of its fiduciary duty to all of PC(U.S.A.). In all cases, the presbytery itself (not by delegation to a subordinate group) shall thoroughly explore and adequately document to its satisfaction that the receiving Body is an acceptable Reformed body.

1 If the Presbytery has already approved the receiving body as an acceptable Reformed  
2 body, then such preliminary evaluation shall be limited to determining whether  
3 circumstances have changed such that the receiving body might no longer be an  
4 acceptable Reformed body. In such a case, where the PET determines that the receiving  
5 body remains an acceptable Reformed body, the PET shall report that determination to  
6 the Presbytery for its concurrence.<sup>3</sup>  
7

8 If the Presbytery has not already approved the receiving body as an acceptable Reformed  
9 body, then such a preliminary evaluation by the PET shall involve compilation of  
10 relevant documentation, research, evaluation, and (if the PET determines the receiving  
11 body is likely to be found to be an acceptable Reformed body) a substantive presentation  
12 of information to the Presbytery to permit the Presbytery, after an appropriate period of  
13 study and discussion, to determine whether the receiving body is an acceptable Reformed  
14 body.  
15

16 In the event that the PET cannot confirm to its satisfaction that a receiving body (whether  
17 or not previously found by the Presbytery to be an acceptable Reformed body) is an  
18 acceptable Reformed body, then the PET will recommend to the SCC that the process be  
19 held in abeyance until an acceptable Reformed body to which the church might be  
20 dismissed is identified.  
21

### 22 C. Dismissing Congregations with Property 23

- 24 1. While a presbytery has broad discretionary authority under the *Book of Order* to  
25 determine property rights, within the context of determining the mission of Jesus  
26 Christ in the world (G-4.0201) and in its district (G-3.0303a) to dismiss a  
27 particular congregation within its geographic region (G-3.0301a), the presbytery  
28 must fulfill its fiduciary duty under the Trust Clause (G-4.0203) to consider the  
29 interest of the PC(U.S.A.) as a beneficiary of all of the property. As stated by the  
30 GA PJC in Remedial Case 221-03, *Tom et al. v. Presbytery of San Francisco*,  
31 “the Trust Clause reflects our understanding of the church as a communion of  
32 saints across time, with responsibilities both to those who came before and those  
33 who will follow. When a congregation seeks to leave the PC(U.S.A.), it is  
34 breaking what is often a significant historic relationship; it is also departing from  
35 a fellowship in which its officers have participated, by whose polity they have  
36 pledged to be governed, and with which many members may feel bonds of  
37 affection.” A presbytery has broad discretionary authority to determine the  
38 mission of Jesus Christ in its district and may take into account many issues such  
39 as the spiritual needs of the congregation and community as well as the Marks,  
40 Notes and Great Ends of the Church, as expressed in the Book of Order. A  
41 presbytery must also consider a congregation’s unique situation, financial position  
42 and needs, history and valuation of property, and take into consideration the  
43 PC(U.S.A.)’s use and benefit of the property in every decision concerning  
44 disposition of property. This may include conversations about mutually  
45 acceptable alternate uses of the property.  
46

---

3 Such caution is necessitated by painful examples in history, such as the decision in 1982 by the World Alliance of Reformed Churches to expel the Reformed Church in South Africa/Dutch Reformed Church based upon its heretical use of scripture to support apartheid.

1 A presbytery’s responsibilities in this task include a responsibility to those who  
2 came before (in considering the significance of all aspects of the historic  
3 relationship) and a responsibility to those who will follow (in considering the  
4 potential use by PC(U.S.A.) of the property). A presbytery’s responsibilities shall  
5 also include consideration of the possible continued use of the property by a  
6 group within the congregation who wish to remain within the PC(U.S.A.). (See  
7 section V, paragraph A3d of this document.) As stated by the GA PJC in  
8 Remedial Case 221-08, *Presbytery of New York City v. McGee et al.*: a  
9 “presbytery, in exercising its authority to perform due diligence under the  
10 fiduciary duties required by the Trust Clause, is required to make an appropriately  
11 timed, individual, unique determination of the circumstances applicable to any  
12 church requesting dismissal. In accountability to the PC(U.S.A.) as the  
13 beneficiary under the Trust Clause, such determination must be reasonable and  
14 based on documented facts.”

- 15
- 16 2. Ordinarily, the PET shall receive at least the following information from the  
17 congregation seeking dismissal:
- 18
- 19 a. A congregational history that includes at least how and by whom the church  
20 was founded, locations in which it has worshiped, sources of funding for each  
21 property acquisition and any major construction projects, milestones of  
22 church history, and other significant factors.
  - 23
  - 24 b. Complete copies of minutes of all Session and Congregational meetings held  
25 during at least the previous five (5) years.
  - 26
  - 27 c. Complete copies of annual reports for the previous five (5) years and copies  
28 (to the extent not included within such annual reports) of annual financial  
29 statements for at least the previous five (5) years showing all church  
30 operations, along with copies of any audits of those statements.
  - 31
  - 32 d. To the extent that the church holds any designated gifts, endowment funds or  
33 other restricted funds, a detailed description of the terms of any such restrictions.
  - 34
  - 35 e. Complete copies of church membership rolls.
  - 36
  - 37 f. A complete copy of the most recent church directory.
  - 38
  - 39 g. Articles of incorporation and any amendments and bylaws as currently  
40 amended for the church corporation.
  - 41
  - 42 h. Preliminary title reports from a nationally recognized title company (at the  
43 church’s expense) for any real property owned by the church, along with  
44 copies of deeds showing title for each such property.
  - 45
  - 46 i. A copy of documentation substantiating property and casualty insurance  
47 policies insuring church property, including any schedules identifying insured  
48 property.
  - 49
- 50

1 j. A current Opinion of Value or appraisal of each parcel of real property owned  
2 or operated by the church.

3  
4 k. Complete copies of any lease or other agreement (e.g. cell tower, facilities  
5 use agreement or other tenancy agreements, independent preschool or other  
6 independent organization) relevant to any of the church's property.

7  
8 l. A list of inquirers and candidates under care with the church.

9  
10 3. The PET shall also obtain at least the following information from the Presbytery  
11 about the church seeking dismissal:

12  
13 a. A history of the church's per capita and general mission giving and shared  
14 mission giving for at least the previous ten (10) years, including the amounts  
15 of any funds withheld from the Presbytery, the Synod and the General  
16 Assembly.

17  
18 b. A history of any remedial complaints against the session of the church for at  
19 least the previous ten (10) years and of pending accusations, investigations  
20 and/or charges involving any teaching elder employed by the church.

21  
22 c. The location and summary information about every PC(U.S.A.) church or  
23 New Church Development within a five (5) mile radius of the church seeking  
24 dismissal.

25  
26 d. Consultation with the Presbytery Council as to the perceived need for  
27 properties for future church development.

28  
29 4. In light of the information obtained pursuant to the foregoing paragraphs and any  
30 other information of which the PET is aware, the PET shall research and evaluate  
31 each of the following factors and any others deemed relevant by the PET:

32  
33 a. Significance of the historic relationship (responsibility to those who came  
34 before):

35  
36 1. Years of membership by the church in the PC(U.S.A.) and its  
37 predecessor denominations, during which many of the church's faithful  
38 may have been drawn to the church in part because of such  
39 denominational affiliation.

40 2. The history of financial contributions by the Presbytery, the Synod,  
41 and/or the General Assembly to the church, both direct (e.g. loans and  
42 grants, in each case whether or not repaid) and indirect (e.g.  
43 participation by the church in programs of PC(U.S.A.)), with a  
44 particular emphasis on the extent to which financial resources of the  
45 denomination had been utilized to acquire and/or develop the property.

46  
47 3. The history of per capita, general mission giving and shared mission  
48 giving of the church to the denomination, including but not limited to  
49 any withheld funds.

1 b. Consideration of the PC(U.S.A.)’s potential use and benefit of any property  
2 in order to maintain the presence of the denomination to meet the needs of  
3 that affected community including that portion of the church membership  
4 that wishes to remain within the PC(U.S.A.) and to exercise its commitment  
5 and responsibility to those who will follow:  
6

- 7 1. The needs of any New Church Development, fellowship or other  
8 PC(U.S.A.) group nesting at the church seeking dismissal.  
9
- 10 2. The extent to which other PC(U.S.A.) congregations (including New  
11 Church Developments or fellowships) within a five ( 5) mile radius of  
12 the church property could effectively use the church property (including  
13 consideration of whether that group, or the presbytery itself, has the  
14 capacity to maintain it properly).  
15
- 16 3. Whether there had been efforts to develop other PC(U.S.A.)  
17 congregations in the area and the successes or failures of those efforts.  
18
- 19 4. Whether the PC(U.S.A.) would be likely to plan an additional church in  
20 the vicinity of the church seeking dismissal in the future and the  
21 feasibility of such a venture.  
22
- 23 5. Remaining indebtedness relating to the property of the church seeking  
24 dismissal, and whether the church seeking dismissal is capable of and  
25 willing to assume it and whether the Presbytery or higher council would  
26 be left with any obligations.  
27
- 28 6. The probability that a percentage of the congregants of the church  
29 considering dismissal would continue with the PC(U.S.A.), and the  
30 potential for that group to continue as a congregation or new  
31 worshiping community.  
32

33 c. An agreement to remit any funds such as per capita, general mission giving  
34 or shared mission giving that have been withheld in the last 10 years, from  
35 any of the PC(U.S.A.) Council levels will ordinarily be part of all negotiated  
36 dismissal agreements. The exact amount of such funds will be determined  
37 as a part of the negotiations leading to a dismissal agreement and the share  
38 of those funds to be remitted to the Synod and the General Assembly may  
39 be paid directly by the congregation, prior to the dismissal, or by the  
40 Presbytery from the funds received according to the terms of the Dismissal  
41 Agreement. “Payments for per capita or mission obligations are not in and  
42 of themselves satisfactory substitutes for the separate evaluation of the  
43 value of the property held in trust” (G-4.0203 and Tom v. San Francisco).  
44

45 d. If a church seeking dismissal has outstanding loans to the Synod or any  
46 other PC(U.S.A.)-related body or has outstanding loans of any type for  
47 which the Presbytery or other PC(U.S.A.)-related body has provided a  
48 guaranty, before the dismissal occurs, the loans must be paid back or  
49 assumed by another creditor satisfactory to the PC(U.S.A.)-related or other  
50 lender as part of the loan being repaid and, as applicable, release of any  
51 such guaranty must be obtained.

1 Since the church being dismissed will no longer be under the authority of  
2 any PC(U.S.A.) council, any denominational body that holds the loan or has  
3 provided a guaranty shall not be placed in the position of being exposed to  
4 loss without having a position of oversight of the church. This repayment  
5 and/or release as applicable does not have to be made before the Presbytery  
6 acts on the request to dismiss, but shall be made within ninety (90) days of  
7 the Presbytery's vote to dismiss and before the effective date of the  
8 dismissal. If the PET does not believe a viable plan for repayment exists,  
9 the PET shall recommend to the SCC that the process be held in abeyance  
10 until a viable plan to repay the loan is established.

- 11
- 12 e. The PET and the SCC, if agreement can be reached as to the terms of  
13 dismissal, shall negotiate a mutually acceptable agreement. To the extent  
14 that any of the real property of the church is held in title by the Presbytery  
15 or the Synod or is subject to a recorded interest benefitting the Presbytery,  
16 the Synod, or the PC(U.S.A.), such agreement shall include as exhibits  
17 appropriate quitclaim(s) transferring title or releasing such recorded interest  
18 to the church, which documents shall be subject to recording (at the expense  
19 of the church) only when all conditions to the dismissal have occurred. If  
20 during the course of evaluating whether the receiving body is an acceptable  
21 Reformed body, the PET determined that the receiving body either does not  
22 have a comparable trust clause or, even if it has such a clause, does not have  
23 a consistent pattern or practice of enforcing such a trust clause, then any  
24 terms of dismissal shall include a transitional reversionary document  
25 consisting of a recorded reversionary interest in the real property of the  
26 church seeking dismissal, assuring that the church seeking dismissal  
27 remains a member church of a body within the Reformed tradition for a  
28 period not less than ten (10) years from the effective date of dismissal.

29

30 It is strongly advised that documents be subject to legal review before final  
31 agreement is ready to be submitted to the congregation for approval or to  
32 the Presbytery for approval.

- 33
- 34 f. The PET must provide to the Presbytery a detailed written report as to the  
35 factors evaluated in determining the conditions under which the church  
36 would be dismissed, along with an opportunity for study and discussion  
37 before it votes on a dismissal, so that the Presbytery may make an informed  
38 decision after thorough due diligence.

39

40

41 **VII. STATUS OF TEACHING ELDERS OF PRESBYTERY**

- 42
- 43 1. If a congregation is dismissed by the Presbytery, one of the paramount concerns of this  
44 process is to ensure that the rights and status of teaching elder members are considered  
45 and handled properly.
- 46
- 47 2. Teaching elders may request transfer to the Reformed body to which the congregation is  
48 requesting dismissal. Transfers may be requested concurrently with the congregation's  
49 request.
- 50
- 51 3. Teaching elders who may find themselves unwillingly caught in a dismissal situation may  
52 be provided with various options for their continued ministry.

- 1 4. Transfers to another Reformed body will normally be approved, unless the teaching elder  
2 member is the subject of any pending judicial or investigative action. Members under  
3 discipline of the Presbytery may not be transferred until the administrative process is  
4 complete and any required remedial actions completed. At that point the transfer may be  
5 completed, but a record of the Investigative Committee or Permanent Judicial  
6 Commission must be transmitted to the other body prior to the transfer being requested so  
7 proper disclosure on any issue can occur.  
8
- 9 5. The presbytery shall vote separately on the dismissal of each teaching elder.

## 10 11 12 **VIII. STATUS OF MEMBERS OF THE CONGREGATION BEING DISMISSED**

13  
14 It is important that, throughout the dismissal process, both the SCC and the PET  
15 communicate carefully so that divisiveness is minimized between those in the congregation  
16 who wish to withdraw and those members who want to remain in the PC(U.S.A.). After  
17 appropriate consultation with the congregation and voting by the Presbytery have been  
18 completed, all members will be contacted regarding their membership status. Members being  
19 dismissed who serve on Presbytery ministry teams or in other denominational positions will  
20 have their terms end officially on the effective date of the dismissal of the congregation and  
21 will no longer be eligible to serve on any Presbytery, Synod of Southern California and  
22 Hawaii, or PC(U.S.A.) council, ministry team, committee, commission, task force, or other  
23 representative body.  
24  
25

## 26 **IX. STATUS OF MEMBERS UNDER CARE OF PRESBYTERY**

27  
28 Special attention should be given to members of the congregation who are preparing for  
29 ministry and are under the care of Presbytery. Each member under care, together with his/her  
30 liaison from the Committee on Preparation for Ministry – Ministry Team (CPMMT), should  
31 be advised immediately of the congregation’s desire to seek dismissal. The member under  
32 care will be given the option of being dismissed with the congregation or transferring the  
33 member’s membership to another congregation within the Presbytery and/or the PC(U.S.A.).  
34 If transfer to another congregation within the Presbytery/the PC(U.S.A.) is requested, the  
35 PET and the CPMMT liaison, in conjunction with presbytery staff, will assist the member in  
36 seeking a waiver of the usual six-month requirement for church membership in order to  
37 maintain care status.  
38  
39

## 40 **X. CHURCH RECORDS, SIGNAGE, AND PC(U.S.A.) IDENTIFICATION**

41  
42 G-30107 states that “when a council ceases to exist, its records shall become the property of  
43 the next higher council within whose bounds the lower council was prior to its cessation.”  
44 Therefore all original copies of session and congregational minutes, congregational registers,  
45 and any other ecclesiastical records that have been produced throughout its history as a  
46 member of the PC(U.S.A.) and its predecessors, through the date of dismissal from the  
47 PC(U.S.A.), shall be deposited with the Stated Clerk of the San Gabriel Presbytery. These  
48 original documents shall be submitted to the Presbyterian Historical Society for permanent  
49 safekeeping. If it so desires, the congregation may make arrangements with the Presbyterian  
50 Historical Society to have copies made at the congregation’s own expense.  
51

1 The seal of the Presbyterian Church (U.S.A.) is a registered trademark. Therefore the official  
2 PC(U.S.A.) seal and the name Presbyterian Church (U.S.A.) must be removed from all  
3 property, buildings, signs, stationery and/or any other public occurrence no later than the  
4 effective date of the dismissal from the denomination.  
5  
6

## 7 **XI. GOAL OF THE NEGOTIATIONS BETWEEN THE PRESBYTERY AND THE** 8 **CONGREGATION** 9

10 Just as this process is designed to aid in the Presbytery's ability to respectfully deal with the  
11 congregation's desire to be dismissed, and to have that happen in a way that minimizes the  
12 impact to that congregation's ministry, it is also important for the congregation to act in such  
13 a way as to minimize the impact on the mission and ministry of the Presbytery. Recognizing  
14 that the Presbytery's ability to sustain ministry is related to its financial health, it is assumed  
15 that the congregation that is being dismissed will work to minimize the financial impact of its  
16 departure on the Presbytery.  
17  
18

## 19 **XII. NEGOTIATION OF TERMS OF WITHDRAWAL** 20

21 The decision of whether or not to release the PC(U.S.A.)'s claim to property used by a  
22 particular congregation will be made by the Presbytery, bearing in mind its fiduciary duty as  
23 a trustee to the PC(U.S.A.) as set forth in the Book of Order and decisions of the Church  
24 courts. Also, the Presbytery shall consider its responsibility to deploy missional assets, real  
25 estate, and financial resources for the furtherance of the mission of the Presbyterian Church  
26 (U.S.A.), within its bounds, and "due diligence, of necessity, will include not only the  
27 spiritual needs of the congregation, but an examination of the congregation's financial  
28 position and the value of the property at stake" (Tom v. San Francisco Presbytery).

29 Therefore, if the congregation is seeking to withdraw and retain its real property, and the  
30 PET has determined that reconciliation is not possible and that it is not feasible for a  
31 remaining group to retain and utilize the property, the PET and the SCC will negotiate terms  
32 whereby the Presbytery will release the PC(U.S.A.) trust interest in the property to the  
33 congregation.  
34

35 These terms should reflect the mission strategy of Presbytery and should, to the greatest  
36 extent possible, facilitate successful ongoing ministry by both the Presbytery and the  
37 congregation. Thus, the Presbytery Evaluation Team (PET) and the Special Committee of  
38 the Congregation (SCC) may negotiate the terms of dismissal, each giving particular  
39 attention to the needs of the other. Throughout the negotiations, the PET will also consider  
40 the interests of those members who wish to remain within the PC(U.S.A.). During these  
41 negotiations, the PET and SCC will be given discretion to determine the best mutual  
42 agreement without unwanted interference from other parties. However, either party may  
43 choose to consult with leaders in their respective bodies to ensure broad acceptance of the  
44 final agreement.  
45

46 All documents pertaining to future use or ownership of church property must be reviewed  
47 and prepared as appropriate by an attorney on behalf of the presbytery at the sole expense of  
48 the congregation wishing to depart.  
49  
50  
51

1 **XIII. VALIDATION OF CONGREGATION’S DESIRE AND DISCERNMENT FOR**  
2 **DISMISSAL**  
3

4 After the PET and the congregation’s SCC have met and negotiated the terms of dismissal,  
5 the next step in the process is for the Presbytery to confirm the congregation’s desire for  
6 dismissal upon these terms, to ascertain the congregation’s unity in that decision, and to  
7 ensure that the interests of those members wishing to stay with the PC(U.S.A.) have been  
8 fully considered. The Presbytery of San Gabriel will gauge that validation through a  
9 consultative meeting and an “informational” vote of the congregation. This is an integral  
10 part of the requirement for the Presbytery to consult with a congregation in such matters (G-  
11 3.0301a). The Presbytery will ordinarily expect at least 50% of the active members of the  
12 congregation to be in attendance for such a consultative meeting where the terms of the  
13 dismissal agreement and the expressed desire to leave the PC(U.S.A.) are determined. The  
14 number of active members shall be the number reported in the most recent Minutes of the  
15 General Assembly Part II B Statistics.  
16

17 This consultative meeting of the congregation will be called by the Presbytery and members  
18 must be notified, at the congregation’s expense, at least 30 days in advance, and every effort  
19 should be made to maximize the open participation of the congregation in this meeting. It is  
20 also expected that representatives of the PET will have an opportunity to address the  
21 congregation and be able to discuss specific issues that would enable the congregation to  
22 make an informed decision based on the facts of the situation and prayerful discernment.  
23 The PET may also arrange for the meeting to be moderated by someone other than the pastor  
24 (if the pastor is determined to be strongly biased towards dismissal). If the result of the vote  
25 to desire dismissal and to accept the terms of the negotiated agreement is 75% or greater, the  
26 discernment for dismissal is considered validated for the purpose of a vote at either an  
27 upcoming or specially called Presbytery meeting as determined by the Presbytery leadership.  
28

29 This meeting is not to be confused with a regular congregational meeting as outlined in G-1.05,  
30 but the Presbytery’s method of consulting the members of the congregation per G-3.0301a.<sup>4</sup>  
31 However, if the congregation makes any legally binding decisions as a corporation, the  
32 meeting must be held in compliance with or exceed the church’s articles of incorporation and  
33 bylaws. The congregation may also hold such a meeting of the corporation after the  
34 Presbytery takes action on the dismissal.  
35  
36

37 **XIV. PROCESS FOR THE PRESBYTERY TO VOTE TO DISMISS A CONGREGATION**  
38

39 **A. Procedure for Vote of the Presbytery on Settlement Agreement**  
40

41 Once the congregation’s desire for dismissal from the PC(U.S.A.) has been validated, and  
42 it has accepted the terms of the negotiated agreement for dismissal, the negotiated terms  
43 of the agreement for dismissal along with the PET report described in Section VIC8  
44 above will be made available to all members of the Presbytery for their review well in  
45 advance of the meeting at which the Presbytery vote will be taken. Presbytery shall vote  
46 separately on 1) the suitability of the receiving body; 2) the dismissal of the congregation  
47 under the terms of the dismissal agreement; and 3) the relationships of the teaching elders.  
48

---

<sup>4</sup> Note the following language related to such meetings: “Withdrawal from the Presbyterian Church (U.S.A.) is not a matter that can be considered at a congregational meeting” and the consultations of presbytery with members of the congregation “are not meetings at which business of the congregation may be conducted.” Sundquist 219-03, 2008

1 It should be noted that renegotiation of the terms for dismissal through use of  
2 amendments from the floor of the Presbytery would invalidate months of work between  
3 the PET and the congregation. Therefore, the terms and proposal for dismissal should be  
4 presented as a whole, with the understanding that the dismissal agreement has been  
5 reached in good faith negotiations between the PET and the congregation. In recognition  
6 of that, debate and voting on the agreement will be preceded by a vote to limit  
7 amendments which must be approved by a 2/3 vote. After appropriate discussion and  
8 debate, the motion to accept the terms of the settlement and dismiss the congregation  
9 should then be acted upon by the Presbytery.

10  
11 If the Presbytery does not approve the proposed dismissal of the congregation on the  
12 terms that have been negotiated or fails to achieve the 2/3 vote required to limit debate,  
13 the PET and the SCC will be strongly encouraged to consider renegotiations and/or  
14 mediation in an effort to come to an amended agreement. It is our prayer that, by all  
15 parties' committing to follow the above process in good faith, we can resolve our  
16 differences reasonably and civilly, without resorting to litigation.

17  
18 B. Determination of Members' Desire for Transfer  
19

20 Within thirty (30) days of the Presbytery's vote approving dismissal of the congregation  
21 to another Reformed body, the PET will prepare a letter to members of the church  
22 informing them of their options to be dismissed with the congregation or to remain in the  
23 PC(U.S.A.) by transferring their membership to another congregation in the area, or to  
24 the Presbytery itself. The church will mail the letter to all active members of the  
25 congregation promptly and will bear all costs associated with this mailing. The letter will  
26 direct that responses are to be returned to the Presbytery. The Presbytery will then ensure  
27 that contact is made with those members wishing to remain in the PC(U.S.A.) and that  
28 they are assisted in joining a new congregation of their choice.

29  
30 In the event that the Presbytery identifies potential for a new worshipping community to be  
31 started in response to this dismissal, the Presbytery leadership will appoint a task force to  
32 work with members who choose to stay in the PC(U.S.A.) and other interested parties.

33  
34 C. Effective Date of Dismissal  
35

36 The effective date of dismissal shall be at the completion of required actions as listed in  
37 the terms of the agreement for dismissal, but in any case no less than ninety (90) days  
38 after the vote of the Presbytery.

39  
40 D. Completing the Dismissal  
41

42 Recognizing that the departure of valued colleagues in ministry will be a matter of pain  
43 for all parties, it is appropriate for the Presbytery to hold a time of thanksgiving for prior  
44 shared ministry and prayers for the ongoing witness of both the departing congregation  
45 and of all the other congregations in the Presbytery and the PC(U.S.A.).