INTRODUCTION

The 218th General Assembly (2008) of the Presbyterian Church (U.S.A.) approved Commissioners' Resolution Item 04-28 which urged: "...that presbyteries and synods develop and make available to lower governing bodies and local congregations a process that exercises the responsibility and power 'to divide, dismiss, or dissolve churches in consultation with their members' (Book of Order, G-11.0103i – parallel reference in new Form of Government, G-3.0301a) with consistency, pastoral responsibility, accountability, gracious witness, openness, and transparency. Believing that trying to exercise this responsibility and power through litigation is deadly to the cause of Christ, impacting the local church, other parts of the Body of Christ and ecumenical relationships, and our witness to Christ in the world around us, the General Assembly urges congregations considering leaving the denomination, presbyteries and synods to implement a process using the following principles:

· Consistency: The local authority delegated to presbyteries is guided and shaped by our shared faith, service, and witness to Jesus Christ.

· Pastoral Responsibility: The requirement in G-3.0301a to consult with the members of a church seeking dismissal highlights the Presbytery's pastoral responsibility, which must not be submerged beneath other responsibilities.

· Accountability: For a governing body, accountability rightly dictates fiduciary and connectional concerns, raising general issues of property (G-4.02) and specific issues of schism within a congregation. (G-4.0207) But, full accountability also requires preeminent concern with 'caring for the flock'.

· Gracious Witness: ...Scripture and the Holy Spirit require a gracious witness from us rather than a harsh legalism.

· Openness and Transparency: Early, open communication and transparency about principles and process of dismissal necessarily serve truth, order, and goodness, and work against seeking civil litigation as a solution."
The rationale supporting this resolution stated that it is easy to "emphasize the property trust responsibilities of Presbytery/synod oversight to the exclusion of the pastoral responsibility of caring for the congregations (members staying and leaving) and the responsibility of public witness to Christ with the larger body of Christ and the community and world."

Secondly, it was suggested that presbyteries should be consistent in communicating how they will respond to congregations seeking dismissal and that all parties should engage in a more grace-filled exchange.

PRINCIPLES AND PROCESS

As followers of Jesus, He calls us to live lives that glorify God; that advance the work of the Kingdom of God and that show forth his love in how we honor and relate to one another as colleagues and friends in the service of the Lord. While we desire to preserve the Peace, Unity and Purity of the PCUSA as long as is possible, we realize that, in these days of controversy, friends and colleagues may differ. Yet Jesus calls us to exercise his love even in the midst of disagreement. This love may be tested when some of us may come to the place where we sense that faithfulness to our understanding of Jesus’ call and to our denomination may seem at odds. We may even feel the conviction that continued shared ministry within the boundaries of the PCUSA has become untenable. We do not believe it is proper to divide churches and denominations if it is avoidable. Separation should not be done lightly. However, we believe that when it becomes clear that friends and colleagues can no longer walk together, that it is not conducive to the larger mission of the Presbytery or the PCUSA to engage in protracted disputes with a church desiring to depart over this congregation’s property. Thus, we have sought to create a clear and respectful process by which these sad waters may be navigated; one that even in the midst of painful disagreement can still proclaim the love of Christ that binds us together.
STATEMENT OF VALUES OF THE PRESBYTERY OF TROPICAL FLORIDA

A. Unity

The congregations and members of the Presbytery of Tropical Florida seek to uphold one another, respect each other's integrity, and affirm freedom of conscience, even as we acknowledge significant differences in our views of what the Bible teaches about a number of issues. We desire to encourage peace and unity, while minimizing confrontation between our congregations and members, as we seek together to find and represent the will of Christ. In all that we do, it is our prayer to strive to be a church modeled on the body of Christ, a church made up of many different parts, all of which are necessary "for its mission in the world, for its sanctification, and for its service to God." (F-1.0202) Our spiritual unity is derived from the grace of the Lord Jesus Christ and the Love of God and the fellowship of the Holy Spirit. (2 Corinthians 13:14)

B. Decision-Making

Presbyterians have always celebrated and recognized significant differences of opinion on issues that matter. This ethos is currently noted in the historic language found at F-3.0105: "[W]e also believe that there are truths and forms with respect to which men of good characters and principles may differ. And in all these we think it the duty both of private Christians and societies to exercise mutual forbearance toward each other." Our covenant demands that we strive to work together in peace and unity, even in the midst of our diversity. The duty is always to attempt to bring the estranged member back into the covenant community, and we promise to carry out that duty in our ordination vows. Through our theology, we understand that "Presbyterians are not simply to reflect the will of the people, but rather to seek together to find and represent the will of Christ." "Decisions shall be reached in councils by vote, following opportunity
for discussion and discernment, and a majority shall govern." (F-3.0204 and F-3.0205)

At the same time, the church is committed to being open to voices sharing minority opinions. At some points in our history, minority views eventually became those of the majority. Thus, the Constitution of the Presbyterian Church (U.S.A.) recognizes “the church reformed, always to be reformed according to the Word of God' in the power of the Spirit". (F-2.02) There are also times when members find it impossible to go along with the majority. The Presbytery encourages all presbyters and congregations to "…concur with or passively submit to" the vote and wisdom of the majority. (G-2.0105, footnote 1) If their consciences will permit neither, the Presbytery will be generous in allowing congregations and presbyters with strong issues of conscience to pursue peaceable withdrawal through dismissal to another Reformed body in accordance with our interpretation of the Trust Clause as found below.

C. Dialogue and Reconciliation

The goal of this Presbytery will always be reconciliation and continued engagement in relationship for all congregations within the Presbytery, without the threat of isolation, estrangement or blame. The Presbytery is to be a servant to the congregations God has entrusted to us, encouraging and supporting them toward becoming healthy, growing congregations. This is especially true for those congregations for whom the bonds of unity are stretched and ecclesiastical connections are frayed over issues of conscience to the point of considering disaffiliation.

1 John 4:18 states: "There is no fear in love, but perfect love drives out fear. For fear has to do with punishment, and he who fears is not perfected in love."

The Presbytery’s commitment to this passage in how we dialogue with each other means that we are committed to engage the leaders of a congregation or the congregation as a whole, without threat of punishment. It is likewise incumbent upon the
leaders of congregations wrestling with issues of conscience to share their concerns with Presbytery leadership in a timely manner, being assured that the response will not be hostile, but instead one of prayerful dialogue and a commitment to act in love and in the best interests of the congregation as well as the Presbytery's mission.

Dialogue recognizes that our Reformed tradition includes broad historical differences between the great doctrines and themes of the church, and the specific theories and models which different communities have found useful in seeking to understand those doctrines in the practice of their faith. A Reformed stance allows room for a variety of legitimate perspectives and valid models of "essentials" that allow an understanding of underlying mysteries. Graciousness on both sides acknowledges this validity and seeks to honor rather than to demonize one another.

D. The Property Trust Clause

According to the Book of Order of the Presbyterian Church (U.S.A.) (G-4.0203):

All property held by or for a particular church, a Presbytery, a synod, the General Assembly, or the Presbyterian Church (U.S.A.), whether legal title is lodged in a corporation, a trustee or trustees, or an unincorporated association, and whether the property is used in programs of a congregation or of a higher council or retained for the production of income, is held in trust nevertheless for the use and benefit of the Presbyterian Church (U.S.A.).

As a Presbytery, we recognize that chapter four of the FOG states that except where otherwise provided, "all property held by or for a particular church, a Presbytery, a synod, the General Assembly, or the Presbyterian Church (U.S.A.)...is held in trust nevertheless for the use and benefit of the Presbyterian Church (U.S.A.)" and that congregations may leave the PCUSA in possession of their property. (FOG G-4.0204; G-4.0205; G-40207) We affirm the responsibility of the Presbytery to provide for and insure the mission and government of the Church throughout its
geographical district. (FOG G-3.0301) We also affirm to each congregation their right to seek dismissal under chapters three and four, and we ask all of our congregations to act with love, forbearance, dignity and discretion in pursuing this right. (FOG G-4.02; G-3.0303f) We further affirm that formerly PCUS churches have additional property rights under G.4.0208 that may not be amended. Provided this policy and its procedures, guidelines and standards are followed by all members of the Presbytery, the Presbytery and congregations desire and intend to avoid litigation against one another in secular courts in light of our mutual recognition of these respective rights in this regard, as defined and set forth in the FOG. In the Spirit of the Apostle Paul, we peacefully seek to first resolve any disagreements as brothers and sisters in Christ before seeking any civil remedies afforded by law in the State of Florida.

When it becomes clear that friends and colleagues can no longer walk together, it is not conducive to the larger mission of the Presbytery or the PCUSA to engage in protracted disputes with a church desiring to depart over this congregation’s property even though that property is held in trust by the PCUSA. The Trust Clause should not be used as a weapon to threaten civil action against a congregation. In considering enforcement of the provisions of the Trust Clause, it is important that Presbytery and its member congregations act graciously rather than adversarial with one another. Scripture calls us to seek in all humility to resolve our disagreements and avoid the harm that is done to the Gospel and Christ’s body when Christians resort to civil litigation and public disputes over property.
INTRODUCTION: Reversionary Clause (pages 8 to 16)

The Presbytery of Tropical Florida ("PTF") adopted *Process and Principles for Tropical Florida Presbytery in the Transference of a Member Congregation to another Reformed Body*, otherwise known as the "Gracious Separation Agreement" ("GSA"). Implicit in its name is the requirement that dismissal of a congregation must be to another Reformed Body. Subsequent to the adoption of the GSA, a concern arose that dismissal to another Reformed Body which did not have a "Trust Provision" in its governing documents might result in a dismissed congregation thereafter leaving its new Reformed Body and either joining a non-reformed body, or going independent. Dismissal to a non-reformed body or independence is contrary to the new Form of Government of the Presbyterian Church (USA) ("PCUSA") and the GSA. In addition, concern was expressed about a congregation being dismissed with its property and then dissolving.

The Peace, Unity and Purity Administrative Commission ("PUPAC") of the PTF was tasked with recommending an approach to deal with these concerns. The PUPAC was mindful that a weak mechanism would not fully protect the PTF, and that any mechanism that is too restrictive would negatively affect the mission of the dismissed congregation, and consequently the mission of the PTF, the PCUSA and the Church Universal. Consistent with the spirit of the GSA, the PUPAC unanimously adopted the following language to be incorporated into the Terms of Dismissal under the GSA.
If a departing congregation is dismissed with its property from the PTF and the PCUSA to another Reformed Body (as herein defined), then the terms of dismissal between the PTF and the departing congregation under the Gracious Separation Agreement ("GSA") shall include a provision releasing the Property of the departing congregation from the trust provisions of the Book of Order and the new Form of Government, conditioned as follows:

I. FIVE YEAR REVERSION CLAUSE. If the congregation of [Insert Name of Congregation Here] leaves with any real property ("Property"), and thereafter [Insert Name of Church Here] ("Church") shall either (a) intentionally dissolve its corporate existence; (b) fail to remain under the ecclesiastical authority of the Evangelical Presbyterian Church ("EPC"), the Covenant Order of Evangelical Presbyterians ("EGO"), the Reformed Church of America ("RCA"), or a denomination which is a member of the World Communion of Reformed Churches or its successor entities (each individual denomination hereinafter a "Reformed Body"), or (c) becomes independent of any denomination, then, the Property shall revert to the PTF, or its successor Presbytery, subject to the following terms and conditions:

A. The reversion clause shall apply to all real property owned by the Church on the date of dismissal, and all replacement real property. However, the Presbytery Response Team ("PRT") tasked with negotiating the terms of dismissal with the Church shall have the authority to exclude a parcel provided
such parcel is not the location of the main sanctuary, administrative building, and supporting parking lots.

B. In order to avoid a reversion resulting from a non-intentional default, and to insure that a title examiner can clearly determine whether or not the Property has reverted to the PTF from a review of the Public Records, the reversion of the Property to the PTF shall require the following affirmative actions on the part of the PTF and the Church.

1. Prior written notice from the PTF that it has reason to conclude that the Church has failed to comply with the requisite obligations under the Reversion clause.

2. The Church shall thereafter have thirty (30) days to provide either (a) a letter from a Reformed Body affirming that the Church is currently under its ecclesiastical authority, (if the reason for demand is based on disassociation from a Reformed Body), or (b) documents establishing that the Church is a corporation in good standing with the State of Florida (if the reason for demand is dissolution).

3. If the Church shall fail to provide evidence of compliance in accordance with the provisions of sub-sub-paragraph B.2. above, to the reasonable satisfaction of PTF, then PTF may record an affidavit in the Public Records of the County where the Property is located, signed under oath by a person with knowledge, stating that the requisite facts or circumstances have taken place to
cause the reversion. Upon the recording of the affidavit, the Property shall be deemed to have reverted to the PTF.

C. Provided that the PTF has not recorded an affidavit in the Public Records in accordance with sub-sub-paragraph B.3. above, then the reversion clause shall automatically terminate, by operation of law, and with no further document or release necessary, on that date which is five (5) years from the date that the Church is dismissed from the PCUSA.

D. The reversion clause shall be included in the deed by which the PTF releases the Property of the Church which in turn shall be recorded in the Public Records of the County in which the Property is located. The deed shall be insubstantially the same form as Exhibit "A" attached hereto.

E. During the term of the reversion clause, the Church shall not encumber the Property in an amount exceeding a 70% loan to value ratio ("LTV"), as determined by an MAI appraisal. If the purpose of the loan is to render improvements to the Property, then the 70% LTV can be based on an "as built" MAI appraisal.

F. If the Property is encumbered during the term of the reversion clause, it must be encumbered by an institutional lender, which term shall include, without limitation, banks, savings and loans associations, credit unions, mortgage companies and insurance companies, and the loan may be for any reason that is reasonably related to the mission of the
Church, but not for the personal profit or gain of individual members, pastors, or employees.

G. If the Church cannot obtain mortgage financing on the Property because of the existence of the reversionary clause, then PTF will either (i) procure an institutional lender who will make the mortgage loan on the same or better terms as the financing that the Church was able to obtain from its institutional lender, or (ii) make the mortgage itself, on the same or better terms as the financing that the Church was able to obtain from its institutional lender.

H. If PTF, within thirty (30) days of written notice, is unable to procure an institutional lender to make the loan, or to make the loan itself, in each instance in accordance with sub-paragraph G. above, then PTF agrees to subordinate the reversionary clause to the encumbrance of an institutional loan procured by the Church. If the offer to subordinate is still not satisfactory to the institutional lender, then PTF will immediately waive, in a writing in recordable form, the reversionary clause so as not to cause the Congregation to lose its financing or the benefit of the purpose for which it sought and obtained the financing.

I. If there is an existing encumbrance of the Church's Property on the day of dismissal, then the reversion clause shall be recorded if:

1. Neither the recorded encumbering instrument(s), nor any of the other loan documents, prohibit the placement of additional encumbrances on the Property: or
2. The lender gives written consent, in recordable form, authorizing the placement of the reversionary clause on the Property.

J. If there is an existing encumbrance of the Church's Property on the day of dismissal, and (i) additional encumbrances are prohibited, and (ii) the lender refuses to give written consent to the placement of the reversionary clause on the Property, in recordable form, then the placement of the reversionary clause on the Property shall be waived, and the Monetary Penalty Clause shall apply for a term of 15 years from the day of dismissal.

K. If PTF waives the reversionary clause to accommodate institutional financing, then the terms and conditions of the Monetary Penalty Clause shall immediately apply to the Church until such date that is 15 years after the day of dismissal.

L. If the Church shall sell, transfer or lease real property other than the location of its main sanctuary, administrative building, and supporting parking lots, then PTF shall waive the reversionary clause with respect to such property, and the value for calculating damages for purposes of any default under the Monetary Penalty Clause shall be established as of the date of sale.

M. If the Church shall sell, transfer, exchange or lease all or any of the real property where its main sanctuary, administrative building, and supporting parking lots are located, and replace the real property with other real property,
then the reversionary clause shall be transferred from the original real property to the replacement real property.

N. PTF agrees that if reversion occurs as provided herein, and if there are existing encumbrances, on the date of reversion, securing either (i) a loan authorized by this agreement, or (ii) a prior loan which comports with the terms of a loan authorized by this agreement, then PRT will assume and repay such indebtedness to third-parties evidenced by a note(s) and secured by a mortgage(s) to an institutional lender.

II. MONETARY PENALTY CLAUSE. Upon the expiration of the reversionary clause, the Church shall be subject to this monetary penalty clause. If, during the term of this monetary penalty clause, the Church shall either (a) intentionally dissolve its corporate existence; (b) fail to remain under the ecclesiastical authority of a Reformed Body, or (c) become independent of any denomination, then, the Church shall pay PTF an amount equal to the greater of (a) the sum of $250,000.00; or (b) a sum equal to 50% of the assessed value of the Property then owned by the Church. The assessed value shall be established by the County Property Appraiser's most recent assessment as of the date of demand for payment by PTF. This provision shall be further subject to the following conditions:

A. If the PTF has reason to conclude that the Church has either (a) intentionally dissolved its corporate existence; (b) failed to remain under the ecclesiastical authority of a Reformed Body, or (c) become independent of any denomination, then the PTF may:

1. Give written notice to the Church that it has reason to conclude that the Church has failed to
comply with the requisite obligations under the Monetary Penalty Clause.

2. The Church shall thereafter have thirty (30) days to provide either (a) a letter from a Reformed Body affirming that the Church is currently under its ecclesiastical authority, (if the reason for demand is based on disassociation from a Reformed Body), or (b) documents establishing that the Church is a corporation in good standing with the State of Florida (if the reason for demand is dissolution).

3. If the Church shall fail to provide evidence of compliance in accordance with the provisions of sub-sub-paragraph A.2. above within thirty (30) days, to the reasonable satisfaction of PTF, then payment shall be due and payable within thirty (30) thereafter.

B. Provided that the PTF has not given written notice pursuant to sub-sub paragraph A.1. above, then the monetary penalty clause shall automatically terminate, by operation of law, and with no further document or release necessary, on that date which is fifteen (15) years from the date that the Church is dismissed from the PCUSA.

C. Nothing herein is intended, nor shall it be construed, to encumber, or otherwise hinder the ability of the Church to sell, mortgage, or otherwise encumber any of its real property, and provided the Church shall not be in default under the terms of this
Monetary Penalty Clause, the PTF shall execute and deliver such documents as are reasonably requested by the closing agent to clear any encumbrance of hindrance created by this Monetary Penalty Clause.

D. If the Church shall sell all, or substantially all, of its real property prior to the expiration of this Monetary Penalty Clause, then the value for calculating damages for purposes of any default, shall be established as of the date of sale.

E. The terms of this Monetary Penalty Clause shall not be recorded of public record.

III. COMMON PROVISIONS. The following provisions shall be common to both the reversionary clause and the monetary penalty clause.

A. Neither the Reversionary Clause nor the Monetary Penalty Clause shall apply to property acquired by the Church after its dismissal from the PCUSA, except as specifically provided herein with respect to replacement real property.

B. Dismissal shall be construed to be the "Actual Departure" as set forth on Page 14 of the GSA, which is that date on which the final worship service is conducted with representatives of PTF, the congregation, and the new Reformed Body.

C. If the Presbytery of Tropical Florida, or its successor Presbytery, shall be dissolved, or shall fail to continue in active ministry, prior to exercising its rights under either clause, then both clauses shall be deemed terminated.
D. The Church shall give written notice to PTF if, during the term of this agreement, it shall either (a) intentionally dissolve its corporate existence; (b) fail to remain under the ecclesiastical authority of a Reformed Body, or (c) become independent of any denomination.

E. The Church shall provide the PTF with evidence of its corporate existence on an annual basis. A copy of the status printed from www.sunbiz.org will suffice. Upon written request from PTF, the Church shall provide a letter from a Reformed Body affirming that the Church is currently under its ecclesiastical authority.

F. Either party may seek injunctive relief. The prevailing party in any litigation shall be entitled to an award of reasonable attorney's fees and costs, including on appeal.

G. PTF may not assign its rights under this agreement except to a successor Presbytery.

H. Written notices and demands shall be addressed to the Clerk of the Presbytery and the Clerk of the Session respectively, and delivered by registered or certified mail, return receipt requested, or by overnight carrier with signed acknowledgment of receipt.

I. The Parties shall execute such documents as are necessary, whether recorded or not, to give effect to the spirit and intent of this agreement. *(End of Reversionary Clause)*

**INITIALPROCESS**

*Presbytery Response Team*

. Realizing that several congregations may choose to enter this process simultaneously, and aware that Presbytery resources may be inadequate, a *Single Team, the Presbytery Response*
Team ("PRT"), shall be appointed by Presbytery Council with the power to work with any and all congregations desiring to follow this process for a 24 month period following the passage of this policy. The PRT shall be authorized to request additional members from Presbytery Council when necessary to effectively counsel and interact with the various congregations seeking dismissal. So as not to unduly burden current Presbytery staff and volunteers, Presbytery Council shall be authorized, during the 24-month period following the adoption of this policy, to utilize part-time paid Presbyters as necessary. Subsequent to this 24-month period there will be a new PRT (which may include prior members) appointed by Presbytery Council for each church wishing to exercise these procedures.

Initial Contact and Exploration

When a Session notifies the Presbytery that a congregation may be in disagreement with Presbytery and/or the denomination to the extent of considering withdrawal from the Presbyterian Church (U.S.A.), this information should be brought immediately to the attention of Presbytery Council for action. The PUPAC shall initiate initial communication and discussion with that Session and church staff.

(Introduction – the Presbytery must have access to the congregation to advocate for the denomination before the decision to request transfer have been made.)

The Presbytery shall send to the local church, advisors who shall defend the Presbytery and the PC(USA), answer any accusations or unsubstantiated statements, and before the discernment process begins, help the church constructively begin the GSA process. If it is determined that outside groups are influencing the church, the advisory teams shall take appropriate action.
If it appears that progress can be made toward reconciliation through continued and constructive dialogue, congregational leadership and the representatives from the PUPAC will establish a mutually agreeable timeline for talks to be held and proceed to engage in such dialogue. If not, then the Session will proceed with the steps outlined below.

The First Congregational Meeting.

- The Session of a church shall call a congregational meeting for the purpose of discussing the question, "Shall our congregation request dismissal to another Reformed body of its choice?" Due notice of such meeting shall be given orally from the pulpit of the church at regular church worship services on two successive Sundays, the first of which shall be at least ten days prior to the meeting. The required quorum shall be as follows: one fourth of the active membership of the congregation.

  At this meeting the representatives from the PRT will be present. These representatives shall have the privilege of the floor with the right to speak. At this meeting, no vote for any purpose shall be taken.

- Following this meeting, the Session may elect to call a second special congregational meeting no sooner than three months from the date of the congregational meetings held for consideration of dismissal.

- Upon notice that the Session is electing to call such a meeting, the entire PRT shall begin working with the Session to review the terms of dismissal, review any further meetings with the congregation to discuss dismissal and review the property and financial records of the congregation. The Session will provide to the PRT copies of all executed documents concerning the congregation's
incorporation and by-laws, real property and other assets including, but not limited to, current deeds of trust, loan agreements, liens, property and casualty insurance, and statements of tangible and intangible assets. Representatives of the Session and the PRT will review these documents to determine whether Presbytery, Synod or any Presbyterian Church (U.S.A.) body is named therein and/or is exposed to any liability claims, which exist or may arise under these documents. In order for the dismissal process to proceed, steps must be taken to repay in full any indebtedness owed to or guaranteed by Presbytery, the Synod, or the Presbyterian Church (U.S.A.) or to refinance such indebtedness through an independent creditor without support from Presbytery, Synod, or the Presbyterian Church (U.S.A.). Appropriate action must also be taken to amend any organizational documents, as necessary, and to ensure that adequate insurance coverage of all property is maintained until dismissal is completed. Similarly, if the congregation has established a foundation or received grants or endowment(s), related documentation must be examined to identify any terms or restrictions affected by the proposed dismissal or involving Presbytery, Synod or the Presbyterian Church (U.S.A.) corrective action must be taken as appropriate.

The Second Congregational Meeting

The Presbytery shall consider all requests coming from a session where there has been a congregational gathering that meets the following criteria.

- At the congregational meeting to request dismissal the PRT will represent the Presbytery. The PRT will be tasked with working with the church's leadership in simply ensuring a decent and orderly process by which the wisdom of this request can be discerned as God's call for both this congregation and the larger mission of the Presbytery. As
part of this process, the following guidelines are intended to guide this act of separation.

• Due notice of such meeting shall be given orally from the pulpit of the church at regular church worship services on two successive Sundays, the first of which shall be at least ten days prior to the meeting.
• At least one-third (1/3) of the active membership shall be present.
• The PRT of the Presbytery along with related Presbytery staff shall be present throughout and shall have the right to speak.
• The question to be discussed is: "Shall our congregation request dismissal to another Reformed body of its choice?"
• Ample time shall be provided for both speakers wanting dismissal and those wanting to stay with the PCUSA.
• After discussion and prayer, a secret written ballot shall be taken on this question, the only choices being "Request dismissal" or "Do not request dismissal."
• If two-thirds (2/3) of those active members present and voting, vote to request dismissal, the session shall forward the request to the Presbytery.
• Subject to acceptable terms of dismissal negotiated between the PRT and congregation as discussed below, Presbytery may grant such requests.
• If at least five members, present and voting, contest the regularity of the second meeting, they shall send the details of the allegation to the Stated Clerk of the Presbytery, who shall convene the Permanent Judicial Commission to render a decision.

TERMS OF DISMISSAL

A. Status of Minister Members of Presbytery

If a congregation is to be dismissed by Presbytery, one of the paramount concerns of this process is to assure that the rights and status of minister members are considered and handled properly. Ministers may request transfer to the Reformed body to
which the congregation is requesting dismissal, or they may remain as members of Presbytery. Transfers may be requested concurrently with the congregation's request or they may occur separately.

1. Members of PTF may serve as pastors for churches in full communion with the PC(USA) with the Presbytery’s approval upon recommendation of COM.

2. For those churches in correspondence with the PC(USA) the COM may recommend and the Presbytery may approve a Teaching Elder to serve as a pastor in this congregation.

3. For independent churches and churches of a denomination/reformed body not in correspondence with the PC(USA), the COM shall consider the guidelines for laboring “outside the jurisdiction” to determine whether a teaching elder may be approved for such service.

4. Pastors whose churches seek to leave the PC(USA) may decide to stay in the PC(USA). For all such pastors who resign their pastorate and request the status of member at large (seeking a call) in the PTF before the terms of dismissal are approved by the Presbytery, COM shall assist in negotiating a severance agreement, which shall be binding upon the departing church as a condition of transfer.

B. Status of Members Under Care of Presbytery

Special attention should be given to members of the congregation who are preparing for ministry and are under the care of Presbytery. Each member under care, together with his/her liaison from the Committee on Preparation for Ministry (CPM) should be advised immediately of the congregation's desire to seek dismissal. The member under care will be given the option of being dismissed with the congregation or transferring their membership to another congregation within Presbytery and/or the Presbyterian Church (U.S.A.). If a transfer to another
congregation within Presbytery and/or the Presbyterian Church (U.S.A.) is requested, PRT and the CPM liaison will assist the member in seeking a waiver of the usual six-month requirement for church membership in order to maintain care status.

C. Status of Members of the Congregation

It is important that, throughout the dismissal process, both the Session and PRT communicate carefully so that divisiveness is minimized between those in the congregation who wish to withdraw and those members who want to remain in the Presbyterian Church (U.S.A.). After formal voting by the congregation and Presbytery has been completed, all members will be contacted regarding their membership status by the clerk of the session, who will then communicate the membership status of those who wish to remain in the PCUSA to the Stated Clerk of Presbytery.

D. Issues of Property

Property should not be a weapon by which order and discipline are to be maintained. But the interests of the various constituencies must be guarded in a fair and equitable way.

A congregation that is convinced that to be faithful to the Lord Jesus they must disassociate from the PCUSA and Tropical Florida Presbytery should do so in a way that seeks to promote the unity of that congregation. Closely divided congregations should remain as they are and where they are as a consensus has not yet been achieved.

- If the PRT in their process of consulting with members of the congregation sense that they are overwhelmingly united in their conviction to disassociate from the PCUSA, congregation be allowed to depart with their property. (This determination of consensus during the member consultation phase has historically been determined by the
Process and Principles for Tropical Florida Presbytery in the Transference of a member congregation to another Reformed Body

- polling of the congregation taken during the congregational meeting noted above.

- If this polling results in at least 80% of the gathered congregation in this duly called congregational meeting favoring departure from the PCUSA, then the PRT may recommend that the congregation be dismissed with all of its property with the following provisions:
  
  o In consideration of the ongoing work, ministry and life of the Presbytery the departing congregation will make a voluntary gift of three years of its per capita assessment.

(Introduction - We acknowledge the historic principal that the current generation is the beneficiary of past generations’ Christian giving. As such, the PTF will negotiate a “tithe” to be given by a departing congregation. The question of a “pledge for mission” was not specific in the original GSA. Hoping to be clear, the PUPAC offers this amendment)

In addition, a monetary obligation shall be made to the mission of the PTF. The obligation shall ordinarily be at least 10% of the church’s property, including but not limited to real property; and, in making its settlement determination, the Presbytery will consider each congregation and their unique circumstances. The value of real property shall be determined by a MAI appraisal, to be secured by the PTF. The cost of the appraisal shall be reimbursed to the Presbytery as part of the conditions to be met before the church is dismissed.

Any congregation that makes such financial contributions to the Presbytery subsequent to the adoption of these procedures, guidelines and standards, then such action shall become a binding agreement between that congregation and the Presbytery in the State of Florida.
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- In making these recommendations on property, the PRT will assess the needs of the congregation, those wishing to continue in the PCUSA, and the overall mission of the Presbytery.

**THE MEETING OF PRESBYTERY**

At the meeting of Presbytery to consider a request for dismissal, the Presbytery shall:

Hear from the PRT on what recommendations they bring regarding the request for dismissal, based on the guidelines noted above. As part of this report, the Presbytery will hear from representative(s) of the congregation in favor of dismissal and representative(s) of those wishing to remain in the PCUSA. The Presbytery will also be informed:

- of any financial contributions to the congregation by the Presbytery, Synod or General Assembly,
- Of what provisions will be made for those members who wish to remain in the PCUSA, and for any Ministers of Word and Sacrament, Christian Educators or Commissioned Lay Pastors associated with the congregation.
- On how the congregation's dismissal would affect the larger mission and ministry of the Presbytery.
- The PC(USA) trust clause creates on the part of the Presbytery a fiduciary duty which must be discharged with due diligence; therefore, the PRT must present a financial analysis of the value of any property being dismissed along with a congregation under this GSA.
- In discharging its fiduciary duty owed to the PC(USA), the Presbytery must consider each congregation’s individual and unique circumstances on a case-by-case basis and assess the financial and missional impact that dismissal is likely to have on the Presbytery and the PC(USA) as a whole.
Vision Statement: The Vision of the Presbytery of Tropical Florida is, called by Jesus Christ, to move from being a reducing Presbytery to a reproducing Presbytery.

Mission Statement: The fourfold Mission of the Presbytery of Tropical Florida is to:
- Make new Christians and make new churches.
- Support churches in helping them envision and develop their futures.
- Support pastors and lay leaders through leadership development.
- Enable congregations to work together to nurture partnerships in mission.

It should be noted that renegotiation of the terms for dismissal through use of amendments from the floor of Presbytery would invalidate months of work between the PRT and the congregation. Therefore, the proposal should be presented as a whole, with the understanding that the final agreement has been reached by good faith negotiations between the PRT and the congregation. The motion to accept the terms of the settlement and dismiss the congregation should be preceded by a two-thirds (2/3) vote required to limit amendments and debate.

The effective date of dismissal will occur no earlier than thirty (30) days after the Presbytery vote.

THE VOTE

After hearing from the PRT and allowing for discussion and prayer, the Presbytery shall then vote by written ballot on this question: "Shall the congregation of ______________________________ be dismissed to this Reformed body: ______________________________." If the vote is in the affirmative, then the Presbytery shall vote by written ballot on the financial terms of the dismissal on the following question:
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“Shall the financial terms of dismissal for ______ be approved?” “yes” or “no”

- If a majority of those present and voting, votes in favor, the Congregation shall be dismissed with the approved financial arrangements for its property, upon receipt of a final request from the session confirming the request to be granted Gracious Separation and the completion of the agreed documentation, etc., described herein.

ACTUAL DEPARTURE

A final worship service will be conducted in which representatives of the Presbytery, the congregation and the new Reformed denomination will meet, worship, and transfer the congregation to its new denominational home. As part of this worship gathering, both representatives of the Presbytery and the departing congregation will offer prayers on each other's behalf, give thanks for the years of ministry shared together, and share words of blessing even as we go separate ways.

MINISTERIAL CONDUCT

Recognizing that chapters 3, 4 and 5 of the FOG provide that a Presbytery may dismiss congregations from the PCUSA and allow a congregation to retain ownership and possession of their property, we affirm that it is our policy not to take action to remove a pastor or session solely as a result of a decision to discuss, withdraw or seek dismissal to another Reformed denomination. As this process moves forward, it will be expected that elders and pastors engaged in these difficult decisions will conduct themselves in a way that will promote the Peace, Unity and Purity of the Church, including both in the local church and throughout the Presbytery, and exhibit the love of Jesus Christ.
Imputation of bad or immoral motives should not be a part of our conduct toward one another or toward local congregations or toward the Presbytery.

How we treat one another will reflect and impact directly our witness to Christ in South Florida. Faithfulness to that witness compels us to conduct ourselves in a way that honors God and one another if we are to expect God's blessing to reside upon our ministries going forward. We cannot conduct ourselves in such a way as to disqualify ourselves or bring dishonor upon ourselves or the Gospel in the eyes of neighbors and potential members from our communities.