



## **SAMPLE COMITY AGREEMENT PURSUANT TO ¶2548.2**

(This particular document is specific to matters related to the Global Methodist Church.)

This Amicable Separation Agreement (“Agreement”) is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ Annual Conference of The United Methodist Church (the “Conference”), the Global Methodist Church (the “GM Church”), the Transitional Leadership Council of the Global Methodist Church, Inc. (the “TLC”), and the local United Methodist churches identified in Exhibit A hereto (the “Local Churches”).

In compliance with the provisions of Paragraph 2548 of the 2016 Book of Discipline of The United Methodist Church (the “UM Discipline”) regarding comity agreements and in consideration of the mutual promises and covenants contained herein, the Conference, the GM Church, and the local United Methodist Churches, agree as follows:

### **1. Biblical & Ecclesiological Foundations**

Jesus stated his desire for unity in his prayer “that they may be one” (John 17:11). Yet the history of the Christian Church is filled with partings, such as the disagreement that Paul had with Barnabas that resulted in their going their separate ways for the good of the mission (Acts 15:39-40). John Wesley also acknowledged the desire for unity but the reality of divisions when he said, “It is therefore no way surprising that infinite varieties of opinion should now be found in the Christian church.” United Methodists acknowledge our church (originally the Methodist Episcopal Church) was birthed in separation from the Church of England. And yet we recognize as brothers and sisters in Christ the people of the Church of England and those in the wider Anglican Communion.

We too find ourselves at a point where some maintain they cannot stay unified in one denominational governance structure. This public dispute has undermined our mission and witness to the world and tarnishes the reputation of the Church catholic. We desire a certain unity of spirit in going our separate ways with grace and reconciliation.

In the Old Testament we read that when Jacob and Laban parted ways after being one family for decades, they did so by saying, “The Lord watch between you and me, when we are absent one from the other, . . .remember that God is witness between you and me.” (Genesis 31:49-50) These words are often called the Mizpah which means watchpost. Disagreement and conflict arose over the years between Jacob and Laban, but they agreed to part by sending each other with this recognition or reminder. God would watch over how each one regarded, related to, and spoke about the other so that God would continue to bless their respective families in the future.

This Amicable Separation Agreement is like the Mizpah, acknowledging and announcing that God is watching over The United Methodist Church and the Global Methodist Church as we part ways. Blessing and sending requires the commitment of both parties to articulate expectations, and to treat and talk about each other as a witness to the world that though we disagree, we recognize and affirm God's grace and blessing rather than strife and curse.

## 2. **Authority**

The parties hereto stipulate and agree that the authority of the Conference and the Local Churches to enter into this Agreement is bestowed pursuant to ¶¶33 and 2548.2 of the UM Discipline. Pursuant to ¶33, the Conference has such other rights as have not been delegated to the General Conference under the Constitution. The General Conference enacted ¶2548.2, which authorizes the Conference, the bishop, the district superintendents, and the local church to enter into comity agreements on the terms set forth in ¶2548.2. The parties hereto further stipulate and agree that authority of the Conference to recognize the GM Church as an "other evangelical denomination" is implied in ¶2548.2 and that the UM Discipline provides no other mechanism or process for recognizing another denomination as an "other evangelical denomination." This Agreement is therefore stipulated and agreed to be a "comity agreement" within the meaning of, and authorized pursuant to, ¶2548.2.

## 3. **Parties**

The parties to this Comity Agreement are the following:

- a. The Conference is an annual conference in The United Methodist Church (the "UM Church"), and enters into this Agreement pursuant to the terms of ¶ 2548.2 of the "UM Discipline".
- b. The GM Church is an evangelical Wesleyan denomination that is governed by its *Transitional Book of Doctrines and Discipline* and through a Texas corporation, the TLC. The GM Church is recognized by the Conference as an "other evangelical denomination" under the provisions of ¶ 2548.2 of the UM Discipline. The GM Church has a distinct legal existence, reflecting its polity, through its incorporation or incorporation of an administrative entity that is recognized under the applicable laws where it is organized. The GM Church proposes and affirms that it will follow doctrinal standards consistent with the Articles of Religion of The Methodist Church, the Confession of Faith of the Evangelical United Brethren Church, and the General Rules of the Methodist Church, as set out in ¶ 104 of the UM Discipline. The GM Church has a definite and distinct ecclesiastical governance structure. It has written expressions of intent to align from a minimum of 100 United Methodist local churches, regardless of jurisdiction or geography, inside or outside the United States, that have voted under this paragraph or otherwise declared their intent in an authorized writing to end their connectional relationship with the UMC to form or join together with others to form the GM Church.

- c. The Local Churches are chartered congregations of the Conference who have taken the vote specified in paragraph 5 below and asked to withdraw from the Conference to become a member congregation of the GM Church who has officially met the requirements for the formation of a new Methodist denomination. The Local Churches who are initial parties to this Agreement are set forth in Exhibit A and can be added to from time to time by appending a document to Exhibit A listing the name of the local church with the signature of a duly authorized representative of the leadership of the local church, of the Conference, and the GM Church affirming that such church is a party to this Comity Agreement from the date set forth on the appended document.

#### **4. Agreements for Mutual Recognition**

In working toward an agreement that will ultimately be approved by the Conference, the UM Church and the GM Church, acknowledge and recognize one another based on the following agreements:

- a. Each recognizes in one another that they are constituent members of the one, holy, catholic, and apostolic church as expressed in the Scriptures, confessed in the Church's historic creeds, and attested to in our common doctrinal standards rooted in our shared Methodist, United Brethren in Christ, and the Evangelical Association history;
- b. Each recognizes the authenticity of the other's sacraments of Baptism and Holy Communion, and welcomes each other's members to partake in the Eucharist;
- c. Each recognizes the validity of each other's respective offices of ministry, while stipulating that each has different qualifications for set-apart ministry that members of the other may or may not meet;
- d. Each recognizes a formal "full communion" relationship which commits the churches to working together as partners in mission toward fuller visible unity;
- e. Each recognizes a formal "full communion" relationship in order to: (1) actively commit the participants to working together as partners in mission and co-laborers in the ministry of Christ Jesus, and (2) as visible witness to the unity of Christians in sharing the love of God among all peoples and throughout creation;
- f. Each recognizes that a "full communion" relationship does not mean there are no differences or distinctions between churches, but we will relate to each other with mutual respect and civility.
- g. Each understands and affirms that informal relationships exist with other Christians at all levels throughout the church, that these relationships are manifested in creative and dynamic ways, and the body of Christ is enriched by the initiative and leadership that takes place at many levels. It is understood that "full communion" relationships build upon the faithful unity of Christians in local communities and throughout God's creation that bring the compassion, love, and witness into the lives of a multitude of persons. It

is also understood that formal and informal relationships among Christians are integral to authentic Christian ministry.

- h. Each recognizes that no membership in an ecumenical organization, statement, or policy of an ecumenical organization, statement or policy of an ecumenical organization of which the UMC is a part, or formal “full communion” agreement shall be construed as modifying, interpreting, or changing the doctrinal standards of the UMC or the GMC.
- i. Each recognizes and affirms one another’s ecumenical conversations with other church bodies, acknowledging the freedom to pursue full communion agreements.

**5. Request to Affiliate with the Global Methodist Church**

A local church shall initiate the process outlined in this Agreement by submitting a written request to the resident bishop and cabinet of the Conference to withdraw from the Conference to align with the GM Church. The written request must have been adopted at a church conference (duly called in accordance with the provisions set forth in the UM Discipline). The church conference may be requested by the pastor, the primary lay leadership, or ten percent (10%) of the professing membership of the local church. The request must be adopted by a two-thirds (66.66%) vote of the professing members in attendance and voting at a church conference called in part to vote on such request (exclusive of abstentions). The Conference shall schedule the church conference within sixty (60) days of the request for such a conference, unless by mutual agreement a later date is set. The written request shall be accompanied by a letter to the Conference from an authorized representative of the GM Church, Inc. stating that it has approved the alignment of the local church with the GM Church.

**6. Approval by Conference**

Once the church conference of the local church approves the request to withdraw from The United Methodist Church and align with the GM Church, the following steps must be undertaken by the following persons/entities:

- a. Such withdrawal must be approved by the Resident Bishop of the Conference.
- b. Approval by a simple majority of the District Superintendents of the Conference.
- c. Approval by a simple majority of the District Board of Church Location and Building in which the local church is located.
- d. Approval by a simple majority of the Conference Board of Trustees (in accordance with applicable church law and civil laws).
- e. Approval by a simple majority of the delegates to a regular or special session of the Conference.

**7. Withdrawal Liability for Unfunded Pension Liability**

- a. The Conference shall determine the amount of the withdrawal liability for each local church required by ¶1504.23 of the UM Discipline. The withdrawal liability shall be its pro rata share of the Conference’s aggregate unfunded pension liability, reduced by any reserves designated for or permitted to be used for

pension obligations that the Conference agrees, in its sole discretion, to apply toward this liability. The Conference's aggregate unfunded pension liability shall be its aggregate funding obligations calculated by the General Board of Pension and Health Benefits of The United Methodist Church (Wespath), using market factors similar to a commercial annuity provider pursuant to UM Discipline ¶1504.23. The local church or its successor and the GM Church shall sign a promissory note approved by the conference chancellor or another attorney retained by the Conference in the sum of the withdrawal liability with payment of the principal sum.

Payments toward the principal sum will be due in installments (Principal Payments) payable in any year that an amortization payment is due from the Conference, or its successor, to meet its funding obligations for The United Methodist Church's pre-1982 pension plan, the Ministerial Pension Plan or the Clergy Retirement Security Program, until such time that all the installment payments have fully repaid the principal sum. An amortization payment is precipitated by underfunding of prior years' defined benefit obligations; it does not include normal cost contributions for current year defined benefit accruals. The amount of the Principal Payment for a year as a percentage of the original note total will be calculated using the same percentage as the Conference's amortization payment is of the aggregate market-based underfunding at the time the amortization payment was determined.

The promissory note shall be valid as of the Effective Date of Withdrawal. The promissory note shall be secured by a lien recorded against the assets transferred in paragraph 8 below. The Conference may, in its sole discretion and as a condition of entering into this Agreement, require that the promissory note be secured by additional assets, such as by a third-party escrow account deposit by the local church or the GM Church of a portion of the withdrawal liability described above. The assets transferred pursuant to paragraph 8 shall not be used as security for other loans or indebtedness without the permission of the Conference until the promissory note described in this paragraph has been paid in full or cancelled. All principal installment payments paid to the Conference with respect to such withdrawal liability by a local church shall be held in an account described in Section 7.b. below. The original principal sum, adjusted as described below, will become due upon the earlier of (i) the effective date the local church leaves, disaffiliates from, closes, or is closed by the GM Church; and (ii) December 31, 2032, if by such date the General Conference of The United Methodist Church has not approved legislation authorizing Wespath to transfer and assign unfunded pension liabilities to the GM Church, or allowing such unfunded pension liabilities to be paid by and become the responsibility of the GM Church. (For example, a proposal like Petition 20701 on page 576 of the 2020 Advanced Daily Christian Advocate or the *Protocol for Reconciliation and Grace through Separation* – referred to herein as "Legislation Assigning Pension Liabilities"). In such

circumstance, the original principal sum shall be reduced (but not increased) by the same percentage that the Conference's current aggregate unfunded pension liability has decreased from its original amount, if applicable, as measured by Wespath. Notwithstanding the foregoing, if the Conference's aggregate unfunded pension liability at any point before (i) and (ii) is reduced to zero, as measured by Wespath, the promissory note and its lien shall be cancelled. If the General Conference of The United Methodist Church approves such "Legislation Assigning Pension Liabilities," the promissory note and its lien shall be cancelled only after Wespath has reassigned and transferred the underlying pension liability to the GM Church under the terms of such Legislation Assigning Pension Liabilities. If the promissory note and its lien are cancelled under this paragraph, the Principal Payments paid to date and held in the account described in Section 7.b. below will be returned by the Conference to the local church or the GM Church. If the promissory note becomes due as of either (i) or (ii) above, the Principal Payments paid to date and held in the account described in Section 7.b below will be applied towards the amount due, with any remaining amount returned by the Conference to the local church or the GM Church.

**b. Account to Hold Pension Promissory Note Principal Payments**

Principal Payments made pursuant to the promissory note described in 7.a above will be held in a separate account to be (i) used by the Conference solely to fund pension liabilities incurred as of the local church's date of Withdrawal or (ii) if the account has not been used to fund pension liabilities for required contributions, returned to the local church or GM Church if the promissory note is cancelled under 7.a. above.

**c. Withdrawal Liability for Retiree Health and Other non-Pension Benefit Obligations**

¶1504.23 of the UM Discipline allows an annual conference to collect obligations in addition to unfunded pension liabilities from a disaffiliating, separating, or closing church. Accordingly, the Conference may also determine and include in this Agreement provisions for the local church to fund its share of unfunded post-retirement medical liabilities, as reported in the conference's most recent Comprehensive Benefit Funding Plan (as described in ¶1506.6 of the UM Discipline), or annual post-retirement medical expenses, as well as any other unfunded non-pension (e.g., welfare plan) benefits obligations identified in the Comprehensive Benefit Funding Plan. Terms for payments for retiree healthcare and any other benefits obligations may be included a second promissory note, similar to the note described in Section 7.a. above, but with payment terms to be agreed upon by the parties to this Agreement and approved by the conference chancellor or another attorney retained by the Conference.

**8. Transfer of Assets and Liabilities, Release of Trust**

When the provisions of paragraphs 5 and 6 are satisfied, the Conference shall instruct and direct the board of trustees of the local church added to Exhibit A to deed, convey, or transfer the local church's property, real and personal, tangible and intangible, to the GM Church, or its approved designee, and the Conference board of trustees shall release such property from any express or implied trust benefiting The United Methodist Church, the Conference, or any other entity associated with The United Methodist Church. The property shall remain subject to any other encumbrances duly recorded against the property. Any costs resulting from such transfers or transactions shall be borne by the local church. The Conference shall fully cooperate in a timely manner with the local church and the TLC, as needed and applicable, to ensure that such transfers and other transactions convey all of the Conference's interest – both for itself and on behalf of The United Methodist Church – in the real and personal, tangible and intangible property of the local church. Additionally, the local church, the GM Church and the Transitional Leadership Council of the GM Church, Inc. shall release, indemnify and hold harmless, and it has a duty to defend, the Conference, all units of The United Methodist Church and their Affiliated Institutions as well as their officers, directors, agents, and employees from any liability or costs (including reasonable attorney fees) resulting from any claim, action, or cause of action that may exist, or that may arise in the future for and including, but not limited to, indemnification for the following: (i) the acts or omissions of any clergy or other employees, volunteers, or others acting on behalf of the Local Church or the Conference and its respective entities or local churches (except for clergy or employees, volunteers, or such others acting on behalf of the Local Church or the Conference and its respective entities or local churches who choose to remain with The United Methodist Church), based upon acts or omissions that occurred prior to the Effective Date; (ii) claims related to or arising from any affiliation with the Boy Scouts of America; (iii) any other liabilities, including but not limited to claims by third-party creditors; and (iv) liability or cost incurred as a result of any claim, action, or cause of action for damages to persons or property resulting from the annual conference's failure to take all necessary steps as required by this agreement. The local church, and the GM Church, and the Transitional Leadership Council of the Global Methodist Church, Inc. shall maintain insurance coverage naming and providing coverage to The United Methodist Church entities as identified as additional named insured, against all covered claims described in this paragraph.

**9. Effective Date of Withdrawal**

The local church shall cease to be a chartered congregation of the Conference and The UM Church on and after the last date on which the promissory note referenced in paragraph 7 and the deed(s), conveyance(s), and transfer(s) referenced in paragraph 8 are duly signed by all parties. If this Agreement is not effectuated within twelve months of the request of the local church required in paragraph 5 above, the agreement shall be null and void as to such local church. The local church, prior to its separation, shall be expected to maintain its connectional responsibilities, including, but not limited to paying apportionments and direct billed benefit costs from the annual conference, through the Effective Date of Withdrawal.

#### **10. Intellectual Property**

The local church shall cease all use of “United Methodist,” the Cross & Flame insignia, and any other intellectual property of the Conference and The United Methodist Church, including the removal of all signage containing the same, as soon as possible but no later than three (3) months following the time of the Effective Date of Withdrawal. Signage or insignia that is an integral part of a church building (e.g., when the insignia is part of a stained glass window, mosaic, or etched into the stone, brick, or woodwork of a building) shall be exempt from removal. The local church may continue to use *The United Methodist Hymnal, Book of Worship*, and any other United Methodist worship or study materials it has purchased consistent with the copyright obligations stated in such hymnals, books and materials.

#### **11. Group Tax Exemption Ruling**

As of the Effective Date of Withdrawal, the local church shall cease to use and shall ensure that any affiliates of the local church that have been included in any group tax exemption ruling shall cease to use, any and all documentation stating that local church is included in the UM Church’s group tax exemption ruling administered by the General Council on Finance and Administration of The United Methodist Church. The local church and any of its affiliates that have been included in the group tax exemption ruling will be removed as of the Effective Date of Withdrawal.

#### **12. Organizational Transition**

As of the Effective Date of Withdrawal, the Local Church shall take all steps necessary to close and/or dissolve any legal entities and to settle, liquidate, or transfer all assets and obligations of such entities, or to establish any new legal entities, or to modify its current organizing documents, as determined by the Conference to effectuate the Local Church’s withdrawal from the UM Church. The Local Church shall indemnify, defend, and hold harmless the Conference and its officers, directors, agents, and employees from any liability or costs (including reasonable attorney fees) resulting from any claim, action, or cause of action for damages to persons or property resulting from the local church’s failure to take the steps required by this paragraph 12.

#### **13. Release of Claims**

Upon the completion of all of their respective obligations herein, the Conference and the Local Church, for themselves and for their agents, representatives, members, trustees, employees, successors, attorneys, and assigns, hereby fully and forever covenant not to sue each other, and release and discharge each other, and their current and former trustees, officers, representatives, employees, attorneys, and assigns, in both their official and individual capacities, from any liability for any and all causes of action and claims, in equity or in law, including any statutory or common law cause of action, tort or contractual claims, any claims for attorneys’ fees, expenses, and all other damages, whether known or unknown, foreseen or unforeseen, which the Conference or the local church ever had, now has, hereafter may have or claim to have against any

of the above-named entities or persons in any way arising out of their relationship with each other. The parties further represent they have no pending lawsuit, charge, complaint, or other action against each other. Notwithstanding the foregoing, the parties may take action to enforce this Comity Agreement in any court where jurisdiction and venue are proper.

**14. Continuing as Plan Sponsor**

Nothing in this Agreement shall prevent the GM Church and/or the Local Church, after the Effective Withdrawal Date, from continuing to sponsor benefit plans administered by Wespath, to the extent permitted by federal law, and provided that the GM Church and the local church have not expressly resolved that it no longer shares common religious bonds with The United Methodist Church.

**15. Non-Severability**

Each of the terms of this Agreement is material and an integral part hereof. Should any provision of this Amicable Separation Agreement be held unenforceable or contrary to law, the entire Comity Agreement shall be deemed null and void and the parties shall be restored, insofar as possible, to the status quo ante.

**16. Governing Law** – This Agreement shall be governed by the laws of the state in which the principal office of the Conference is located.

\_\_\_\_\_ Annual Conference of  
The United Methodist Church

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Global Methodist Church

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Transitional Leadership Council of the Global  
Methodist Church, Inc.  
Date: \_\_\_\_\_

**EXHIBIT A**  
**LOCAL CHURCHES WHO ARE PARTIES TO THIS COMITY AGREEMENT**

Name of Local Church: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

DULY AUTHORIZED REPRESENTATIVE OF  
LOCAL CHURCH:

\_\_\_\_\_ ANNUAL CONFERENCE

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

GLOBAL METHODIST CHURCH

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Transitional Leadership Council of the Global  
Methodist Church, Inc.

Date: \_\_\_\_\_