

Explanatory Notes on Comity Agreement WCA DRAFT 031222

Paragraph 4

We are unable to agree to paragraphs 4 (d, e, and a sentence in what would become d with our revision). The GM Church can only enter a full communion agreement with the UM Church or any other denomination as an act of its General Conference. Entering such a full communion agreement would necessarily follow a season of dialogue between the GM Church and the UM Church. Likewise, the UM Church cannot enter a full communion agreement with the GM Church except by action of its General Conference.

Additionally, we cannot agree to language which states that the differences between the GM Church and the UM Church are not church dividing issues. For us, these issues are church dividing issues or we would not be taking the step we have taken.

We have suggested adding a sub paragraph e to underscore the willingness of the GM Church and the UM Church to continue to seek ways in which we can be mutual partners in shared ministry and mission.

Paragraph 5

While we understand your rationale for requiring a 2/3 vote for a local church to withdraw and align, we have suggested that we give some discretion to the primary leadership body of the church to set the vote for adoption of the request to withdraw and align at a simple majority if the primary leadership body does so unanimously. We think this is appropriate both because 2548.2 is silent on the vote required and because the primary leadership body knows their local context best. In taking this position, we have made a significant concession because we believe the vote should be a simple majority across the board.

Paragraph 6(d)

We continue to assert that only those bodies listed in 2548.2 should be listed as approving the request to withdraw. Elsewhere in the Comity Agreement the bishops task force has insisted that the we are bound by the Discipline and most follow its terms. The role of the conference board of trustees is administrative. They simply implement the will of the annual conference at its discretion. They have no discretion in this matter and they should not stand as a potential impediment to the withdrawal of a Local Church. If the General Conference had intended for the conference board of trustees to be involved as an approving body, they could have clearly specified such involvement. They did not. Evidencing their awareness of this principle, they did expressly require action of the conference board of trustees elsewhere in the Discipline (e.g., 2549).

Paragraph 7(a)

We have accepted your approach on application of conference reserves to reduce the withdrawal liability.

There is no basis for the Local Church providing additional security beyond a lien on its real property or a third party escrow account deposit. If the Local Church closed, the annual conference would only have access to the Local Church's real property to care for unfunded liabilities. It is not fair or equitable to

require the Local Church to provide security which the UM Church would not have otherwise. There is now no basis for the GM Church to be liable for the Local Church's obligations. The GM Church will not be absorbing such liabilities especially since the assets that the GM Church could look to in order to cover its assumption of such liabilities already serve as security for the Local Church's promissory note.

We do not agree to an acceleration of the note to require any remaining balance to be paid on December 31, 2028. The purpose of the promissory note in part is to assure that the Local Church pays exactly the pension liability that the annual conference is also required to service. We are agreeable to an acceleration of the maturity of the note in the event the Local Church leaves, disaffiliates, close, or is closed by the GM Church.

We have removed language which references the Protocol.

Paragraph 7(c)

Although we have resisted imposing liability on a withdrawing church for the unfunded retiree health and other non-pension benefit obligations, we will agree to having such liability included in a promissory note provided that the Conference unequivocally commits to payment of such benefits for all retirees from the UMC regardless of whether such retirees align with the GM Church. Benefits owed to such retirees are part of the calculation of unfunded liability and thus they should be assure that they will continue to receive such benefits even if they align with the GM Church.

Paragraph 8

The liabilities addressed in this paragraph are liabilities of the Local Church, not the GM Church. The GM Church will not take on such liabilities or any commitment to indemnify or hold harmless the UM Church.

We have deleted the language concerning claims related to or arising from any affiliation with the Boy Scouts of America since the UM Church has entered into a settlement of such claims and the annual conferences have already acted to fund their respective commitments to that settlement.