

# JUDICIAL COUNCIL OF THE UNITED METHODIST CHURCH

## DECISION NO. 1518

**IN RE:** Request for a Declaratory Decision from the College of Bishops of the Southeastern Jurisdiction of the United Methodist Church Regarding the Meaning, Application and Effect of Paragraph 2549 of the *2016 Book of Discipline* as it Relates to the Process of the Board of Trustees of the Mississippi Annual Conference Adopted on October 20, 2022.

### Digest

The “Process of the Board of Trustees of the Mississippi Annual Conference” adopted on October 20, 2022, and as extended in 2024 and 2025 violates ¶ 2549 of the *2016 Book of Discipline*. In addition, the “Mississippi Process” was enacted without disciplinary authority. Therefore, it is null and void and has no force or effect.

### Statement of Facts

On October 20, 2022, the Mississippi Annual Conference Board of Trustees adopted the following process:

#### **Process of the Board of Trustees of the Mississippi Annual Conference 10/20/2022**

The following motion was adopted at a meeting of the Board of Trustees (the “Trustees”) of the Mississippi Annual Conference of The United Methodist Church, Inc., held on October 20, 2022.

At the 2019 Special General Conference of The United Methodist Church, the General Conference adopted an amendment to *The Book of Discipline of the United Methodist Church* (“*The Discipline*”), codified at ¶2553, pursuant to which local churches have a limited right to disaffiliate from The United Methodist Church (the “Denomination”) for reasons of conscience over disagreements related to human sexuality, or the actions or inactions of its annual conference related to these issues, as more particularly set forth in subparagraph 1 of the paragraph 2553.

After the 2019 called session of the General Conference the Trustees adopted and have enforced the disaffiliation policies and procedures to implement the Disaffiliation Policy. This disaffiliation agreement sets forth the terms upon which a local church may disaffiliate from the Denomination.

The Disaffiliation Policy and ¶2553 of *The Discipline* provide that the right to disaffiliate is limited and that a local church desiring to exit the Denomination must complete the process prior to December 31, 2023. It should be remembered that the regularly scheduled 2020 General Conference of The United Methodist Church was postponed due to the global COVID-19 pandemic, and has not yet been held.

It was anticipated that further action would be taken at the 2020 General Conference to deal with disagreements within The United Methodist Church related to human sexuality, and as a result ¶2553. The Disaffiliation Policy was approved as temporary measures to address these.

On March 15, 2022, the Council of Bishops of The United Methodist Church affirmed that ¶2553 is the primary provision of *The Discipline* to be used for disaffiliation and separation from the Denomination.

The Discipline ¶2549 sets forth an approved process for the disposition of property of closed local churches and is believed to currently provide the best alternative for leaving the Denomination upon the expiration of ¶2553.

The Conference Trustees wished to provide a means for local churches desiring to exit the Denomination on terms and conditions consistent with ¶2553 after the expiration of ¶2553. They determined that by utilizing ¶ 2549 and a process, terms and conditions consistent with ¶2553 in conjunction with ¶2549, would be the best and most consistent means of leaving the Denomination after the expiration of ¶2553.

On a duly made motion and seconded, the Trustees adopt this report affirming that, after the expiration of the provisions of ¶2553, the current Disaffiliation Policy approved by the Trustees, will be utilized. The provisions of ¶2549 vests the Trustees with the power to administer the disposition of property of a closed church. These policies and procedures adopted by the Trustees will become the policy for local churches to leave the Denomination.

A local church shall have the right pursuant to the expired paragraph 2553 to exit the denomination, authorized by this motion, upon a vote of a two-thirds majority of the professing members of the local church present and voting at the properly convened church conference.

This process shall become effective upon expiration of ¶2553 and extend no later than the last day of the 2025 Annual Conference.

The minutes of the conference's business session on June 30, 2023, reflect that the conference treasurer gave a "Clarifying Report" regarding the use of ¶ 2549 after the expiration of ¶ 2553 on December 31, 2023. Included in that report is the following:

¶ 2553 does sunset. It is imperative that we understand that, and we don't call this new process extending disaffiliation. That is the reason it was very clear that the email had to say that the process ends December 31, 2023. It was also imperative that we say that we recognize that the complete trust of the local church in the annual conference must be in place. You must trust that we are going to honor what we have agreed to, what we have entered covenant about. We have not lied to you

before. We are not going to try to steal your property and run away. We are going to help you get to where God is calling you to be to do the work God's calling you to do.

We have worked through this process to be certain that it is legal, and that the Judicial Council can see nothing wrong in this process.

...

Question: If the church is going elsewhere, what happens?

Answer: It goes to them as of June 30, 2024.

Question: So, just like disaffiliation did?

Answer: Yes, but I'm not supposed to say that.

...

Question: What happens if the vote at Annual Conference to affirm the closure is not approved?

Answer: If a church is closed and removed from the list and they have lived three months longer renting the property, the church is closed. The property would have to be returned to the church if that was the decision of the conference trustees. That is the reason you close. It then goes to the Annual Conference Trustees. If people decide they are going to close in the church, they are going to close.

Question: What you just said sounds like regardless of how the annual conference votes, the church will still be closed and given back. If that is the case, why do we have to vote on it.

Answer: You are not voting on it; you are affirming the closure.

In a communication to the Mississippi Annual Conference dated October 18, 2023, the conference treasurer addressed the end of ¶ 2553 disaffiliations:

After the December 31, 2023 sunset of the 2016 Discipline Paragraph 2553, the Mississippi Conference trustees voted to abide by Paragraph 2549 *to allow a church to leave the denomination*. The Mississippi Conference trustees have affirmed this decision to be in effect through the 2025 Session of the Mississippi Annual Conference. (Emphasis added).

Following the expiration of ¶2553 on December 31, 2023, the Mississippi Annual Conference revised the original process first in 2024 and then in 2025. The original process and the two revisions are collectively referred to herein as "the Mississippi Process."

On January 20, 2025, the College of Bishops of the Southeastern Jurisdiction of the United Methodist Church [hereinafter "the College"] voted to request a declaratory decision on nine questions related to whether the Mississippi Process violates the *Discipline* and related decisions of the Judicial Council. The College's request did not attach a copy of the Mississippi Process or any examples of the agreements referred to in the questions presented. However, upon request, the Judicial Council's clerk received copies of the Mississippi Process as revised and other documents, including the form agreement signed by local churches.

The documents received by the Judicial Council included the version of the Mississippi Process as revised in 2024 and 2025. The revised process for both years purports to give a local church options to leave The United Methodist Church based upon the legislation adopted by the 2020/2024 General Conference. However, the options must be based on a decision of the local church that is “directly related to” new disciplinary language “regarding the human sexuality of those seeking ordination and marriage.” The revised process further contained detailed provisions related to the exercise of the option to separate from the denomination using ¶ 2549. Upon exercising one of the options, the revised process provided that the trustees of the Annual Conference would “enter into a contract with your church to sell the same property back to a new church formed by the members of your church.” The purchase price would “be determined using the same payment formula utilized by church disaffiliation pursued via paragraph 2553.”

The form agreement provided by the trustees is designed to be an agreement between the local church and the trustees of the conference. The authority of the trustees to enter into such an agreement is not stated in the form agreement. As to the authority to approve the closures of local churches *ad interim*, the Mississippi Annual Conference relies upon its Standing Rule 22 that purports to delegate general authority “in all matters that require attention” to “the Bishop and Extended Cabinet.” The Annual Conference confirmed in its brief that this standing rule “was used to approve the formal closure of twelve (12) local churches in December 2024” after the issuance of Decision 1512, and it added that “[t]o ensure thoroughness, these formal closures will be presented to the 2025 annual conference for ratification.”

The form agreement refers to 2549.3(a) in one of its WHEREAS clauses and in one of the “Conditions Precedent” in subparagraph 1(a). Paragraph 1 of the form agreement ends with this statement: “Should any of the above not occur, this Agreement shall immediately become null and void.”

As set forth in the form agreement, the “Property” to be transferred to the trustees “in accordance with paragraph 2549.3” is defined as “all its real property,” not “all its real and personal, tangible and intangible property” as stated in ¶ 2549.3a. This limitation stands in contrast not only to ¶ 2549.3a but also to another clause in the form agreement that states as follows: “WHEREAS, pursuant to ¶ 2501.1 of the Discipline, the Local Church holds its real and personal, tangible, and intangible property ‘in trust for The United Methodist Church and subject to the provisions of the Discipline.’” The form agreement provides that the agreement is “null and void” if the local church should “fail to satisfy all of its obligations set forth herein by June 30, 2025.” Finally, the agreement has a non-severability clause that states as follows:

Each of the terms of this Agreement are a material and integral part hereof. Should any provision of this Agreement be held unenforceable or contrary to law, the entire Agreement shall be deemed null and void.

Due to the pendency of the Mississippi Annual Conference session scheduled for the first week of June 2025, the Judicial Council scheduled a special session on June 2, 2025, to address the College’s request.

## Jurisdiction

The Judicial Council has jurisdiction pursuant to ¶ 2610.1 of the *2020/2024 Book of Discipline*. The Council is authorized to address the College's request pursuant to ¶ 2610.2d. That subparagraph authorizes the filing of a request for declaratory decision by "a majority of the bishops to any jurisdiction on matters relating to or affecting jurisdictions or the work therein."

The Judicial Council acknowledges earlier decisions regarding whether petitions relate to the work of a petitioning body. *See, e.g.,* Decisions 301 and 452. In Decision 452, the Council held that "the question must have a direct and tangible effect on the work of the body submitting the petition in order for the Judicial Council to have jurisdiction." That conclusion followed this analysis by the Council:

The General Council on Ministries is a General Conference body, but we are obligated to determine whether the question raised relates to or affects the work of the Council. Its objectives, functions and authority are set forth in Pars. 1004 and 1005 of the Discipline. We cannot find therein any substantial relationship to the method of election of the Jurisdictional Committees on Episcopacy or the Interjurisdictional Committee on Episcopacy. We also note that in Par. 803 neither of these committees is listed among the bodies amenable to the General Council on Ministries.

In the present case, we note that the jurisdictions have the powers and duties as described in ¶ 28 of the Constitution and ¶ 526 of the *2020/2024 Discipline*, which necessarily includes following church law regarding ¶ 2549 and the decisions of the Judicial Council interpreting that paragraph. The College, as petitioner, necessarily exercises its role to "arrange the plan of episcopal supervision of the annual conferences" in their jurisdictions pursuant to ¶ 49 by upholding church law. Paragraph 50 provides that the "bishops shall have residential and presidential supervision in the jurisdictional or central conferences in which they are elected...." Thus, the College's request relates to the work within its jurisdiction. In particular, the Council previously addressed the unauthorized use of ¶ 2549 in Decisions 1512 and 1517. Decision 1512 pertained to the use of ¶ 2549 in the Alabama-West Florida Annual Conference, another part of the Southeastern Jurisdiction. If we were to decline jurisdiction, two constituent parts of the same jurisdiction would be permitted to apply the closure procedures of ¶ 2549.3a differently and in a manner contrary to previous decisions of the Council applicable to all annual conferences and all jurisdictions and central conferences. Such a result cannot be condoned. *See* Decision 1366. All individuals and entities are equally bound by Church law and cannot violate, ignore, or negate that church law. *See* Decisions 96 and 886.

## Analysis & Rationale

The now deleted ¶2553 was a temporary and limited exception to the trust clause intended to get the United Methodist denomination through a particularly divisive time. Paragraph 2553 appears in its entirety as an appendix to this decision. That paragraph no longer applies. Annual conferences, trustees, and local churches cannot rewrite any part of the *Discipline* to force the terms of ¶2553 into ¶2549 or any other paragraph of the *Discipline*.

Annual conferences cannot modify the terms of the *Discipline* to suit their desires or what they wished, or thought would have happened if the General Conference had adopted certain language. Furthermore, they cannot interpret a paragraph of the *Discipline* to extend the provisions of another paragraph that has expired.

In Decisions 1512 and 1517, the Judicial Council ruled that ¶ 2549 cannot be used as a means of disaffiliation, separation, or departure of a local church from The United Methodist Church. The function of a local church is defined in ¶ 202. A local church that wishes to depart the denomination is still organized as a church for those purposes. Thus, ¶ 2549.1a does not apply. Similarly, a closed church is no longer used as “a place of divine worship of The United Methodist Church” because it is no longer used as a place of divine worship. A church that wishes to continue but be separate from the United Methodist denomination and continue as an active church would still be used as a place of divine worship, but for a different denomination. That is not a legitimate reason to consider a local church as having been closed. Thus, ¶ 2549.1b does not apply either.

Even though the Mississippi Annual Conference contends that the Mississippi Process is based on a voluntary transfer of property pursuant to ¶ 2549.3a, it clearly is not a literal and straightforward application of that subparagraph.

The agreements entered into under the Mississippi Process are not voluntary transfers of property. Rather, they are negotiated transfers based on stated conditions precedent to resell property to the transferring local church’s members who are forming a new church with the same core members outside the United Methodist Church. Further, the Mississippi Process and the form agreements do not comply on their face with ¶ 2549.3a because they transfer only the local church’s real property and not “all its real and personal, tangible and intangible property.” Even if it appeared that the transfers in question were truly voluntary transfers under ¶ 2549.3a, they fail to comply with the requirement to transfer all of the local church’s property. Therefore, under both church law and the non-severability term of the form agreements, the agreements violate the *Discipline* and are null and void.

It is difficult to understand how giving church property to individuals who have chosen to leave The United Methodist Church serves the best interest of the denomination’s mission. The trust clause in ¶ 2501 operates for the benefit of the entire denomination. As stated in ¶ 2501:

1. All properties of United Methodist local churches and other United Methodist agencies and institutions are held, in trust, for the benefit of the entire denomination, and ownership and usage of church property is subject to the

Discipline. This trust requirement is an essential element of the historic polity of The United Methodist Church or its predecessor denominations or communions and has been a part of the Discipline since 1797. It reflects the connectional structure of the Church by ensuring that the property will be used solely for purposes consonant with the mission of the entire denomination as set forth in the Discipline. The trust requirement is thus a fundamental expression of United Methodism whereby local churches and other agencies and institutions within the denomination are both held accountable to and benefit from their connection with the entire worldwide Church. In consonance with the legal definition and self-understanding of The United Methodist Church (see ¶ 141), and with particular reference to its lack of capacity to hold title to property, The United Methodist Church is organized as a connectional structure, and titles to all real and personal, tangible and intangible property held at jurisdictional, annual, or district conference levels, or by a local church or charge, or by an agency or institution of the Church, shall be held in trust for The United Methodist Church and subject to the provisions of its Discipline. Titles are not held by The United Methodist Church (see ¶ 807.1) or by the General Conference of The United Methodist Church, but instead by the incorporated conferences, agencies, or organizations of the denomination, or in the case of unincorporated bodies of the denomination, by boards of trustees established for the purpose of holding and administering real and personal, tangible and intangible property.

Therefore, neither an annual conference nor a local church can negate or violate church law. All individuals and entities are equally bound by Church law and cannot violate, ignore, or negate that church law. *See* Decisions 96 and 886.

In Decision 1512, we stated the integral role of connectionalism to our polity:

Connectionalism is “a bedrock principle of United Methodist constitutional polity.” *See* Decision 1444. A foundational element of connectionalism is the Trust Clause, a legal concept predating the founding of The United Methodist Church in 1968 and tracing back to our Wesleyan origins, which ensures not only “that the property will be used solely for purposes consonant with the mission of the entire denomination as set forth in the *Discipline*,” ¶2501, but also protects the open itineracy so that each clergy person serving under appointment “without regard to race, ethnic origin, gender, color, disability, marital status, or age,” ¶425.1. The Judicial Council has already held an Annual Conference [...] may not disaffiliate without General Conference action. *See* Decision 1444. Here, we hold that a local church may not disaffiliate without General Conference action.

The unlawful and unauthorized actions of the Mississippi Annual Conference in creating the “Mississippi Process,” ignores the *Discipline* and Judicial Council decisions. For this reason, we reiterate that ¶ 2549 cannot be used to permit churches to disaffiliate, violating the trust clause.

We note further that no annual conference or its board of trustees may enter into agreements like those outlined in the Mississippi Process. An annual conference cannot adopt procedures that are in conflict with the *Discipline*. *See* ¶ 604. Therefore, the Mississippi Process violates the *Discipline*, specifically the provisions of ¶ 2549.3a, and contrary to the trust clause of ¶ 2501.1.

The answers to the nine detailed questions in the College's request are subsumed within the foregoing ruling. Therefore, the Judicial Council declines to specifically answer these questions.

### **Decision**

The "Process of the Board of Trustees of the Mississippi Annual Conference" adopted on October 20, 2022, and as extended to 2024 and 2025 violates ¶ 2549 of the *2016 Book of Discipline*. In addition, the "Process" was enacted without disciplinary authority. Therefore, it is null and void and has no force or effect.

June 2, 2025.

Oyvind Helliensen was absent and did not participate in the decision. Tim Bruster, first clergy alternate, participated.



## **Appendix Paragraph 2553**

### **Section VIII. Disaffiliation of Local Churches Over Issues Related to Human Sexuality**

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

1. Because of the current deep conflict within The United Methodist Church around issues of human sexuality, a local church shall have a limited right, under the provisions of this paragraph, to disaffiliate from the denomination for reasons of conscience regarding a change in the requirements and provisions of the Book of Discipline related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow.

**2. Time Limits.**

The choice by a local church to disaffiliate with The United Methodist Church under this paragraph shall be made in sufficient time for the process for exiting the denomination to be complete prior to December 31, 2023. The provisions of ¶ 2553 expire on December 31, 2023 and shall not be used after that date.

**3. Decision Making Process.**

The church conference shall be conducted in accordance with ¶ 248 and shall be held within one hundred twenty (120) days after the district superintendent calls for the church conference. In addition to the provisions of ¶ 246.8, special attention shall be made to give broad notice to the full professing membership of the local church regarding the time and place of a church conference called for this purpose and to use all means necessary, including electronic communication where possible, to communicate. The decision to disaffiliate from The United Methodist Church must be approved by a two-thirds (2/3) majority vote of the professing members of the local church present at the church conference.

4. **Process Following Decision to Disaffiliate from The United Methodist Church.** If the church conference votes to disaffiliate from The United Methodist Church, the terms and conditions for that disaffiliation shall be established by the board of trustees of the applicable annual conference, with the advice of the cabinet, the annual conference treasurer, the annual conference benefits officer, the director of connectional ministries, and the annual conference chancellor. The terms and conditions, including the effective date of disaffiliation, shall be memorialized in a binding Disaffiliation Agreement between the annual conference and the trustees of the local church, acting on behalf of the members. That agreement must be consistent with the following provisions:

**a) Standard Terms of the Disaffiliation Agreement.**

The General Council on Finance and Administration shall develop a standard form for Disaffiliation Agreements under this paragraph to protect The United Methodist Church as set forth in ¶ 807.9. The agreement shall include a recognition of the validity and applicability of ¶

2501, notwithstanding the release of property therefrom. Annual conferences may develop additional standard terms that are not inconsistent with the standard form of this paragraph.

b) Apportionments.

The local church shall pay any unpaid apportionments for the 12 months prior to disaffiliation, as well as an additional 12 months of apportionments.

c) Property.

A disaffiliating local church shall have the right to retain its real and personal, tangible and intangible property. All transfers of property shall be made prior to disaffiliation. All costs for transfer of title or other legal work shall be borne by the disaffiliating local church.

d) Pension Liabilities.

The local church shall contribute withdrawal liability in an amount equal to its pro rata share of any aggregate unfunded pension obligations to the annual conference. The General Board of Pension and Health Benefits shall determine the aggregate funding obligations of the annual conference using market factors similar to a commercial annuity provider, from which the annual conference will determine the local church's share.

e) Other Liabilities.

The local church shall satisfy all other debts, loans, and liabilities, or assign and transfer them to its new entity, prior to disaffiliation.

f) Payment Terms.

Payment shall occur prior to the effective date of departure.

g) Disaffiliating Churches Continuing as Plan Sponsors of the General Board of Pension and Health Benefits Plans.

The United Methodist Church believes that a local church disaffiliating under ¶2553 shall continue to share common religious bonds and convictions with The United Methodist Church based on shared Wesleyan theology and tradition and Methodist roots, unless the local church expressly resolves to the contrary. As such, a local church disaffiliating under ¶ 2553 shall continue to be eligible to sponsor voluntary employee benefit plans through the General Board of Pension and Health Benefits under ¶ 1504.2, subject to the applicable terms and conditions of the plans.

h) Once the disaffiliating local church has reimbursed the applicable annual conference for all funds due under the agreement, and provided that there are no other outstanding liabilities or claims against The United Methodist Church as a result of the disaffiliation, in consideration of the provisions of this paragraph, the applicable annual conference shall release any claims that it may have under ¶ 2501 and other paragraphs of The Book of Discipline of The United Methodist Church commonly referred to as the trust clause, or under the agreement.

## DISSENTING OPINION

I respectfully dissent. My concern is that the majority of the Judicial Council, in order to get to a preferred outcome, is ignoring the restrictive language of The Discipline on jurisdiction and its longstanding case law.

The Southeastern Jurisdictional College of Bishops [hereinafter Petitioner] submitted this request under the provisions of ¶¶2610.1 and 2610.2(d), which read:

1. The Judicial Council, on petition as hereinafter provided, shall have jurisdiction to make a ruling in the nature of a declaratory decision as to the constitutionality, meaning, application, or effect of the Discipline or any portion thereof or of any act or legislation of a General Conference; and the decision of the Judicial Council thereon shall be as binding and effectual as a decision made by it on appeal.

2. The following bodies in The United Methodist Church are hereby authorized to make such petitions to the Judicial Council for declaratory decisions: ... (d) a majority of the bishops assigned to any jurisdiction on matters relating to or affecting jurisdictions or the work therein; [emphasis added]

The right to petition the Judicial Council is not unrestricted but is limited to “matters relating to or affecting jurisdictions or the work therein.”

The Judicial Council, in JCD 301, ruled that the “right of a Jurisdictional Conference or an Annual Conference to obtain a declaratory decision as to the constitutionality, meaning, application or effect of an act of the General Conference is limited to situations where the act under scrutiny relates to or affects such Annual Conference or Jurisdiction or ‘the work therein.’”

JCD 301, quoting ¶1715, 1968 Discipline [emphasis added]. In JCD 452, the Council determined “that the question must have a direct and tangible effect on the work of the body submitting the petition in order for the Judicial Council to have jurisdiction,” requiring that there be a “substantial relationship” between the role and function of the petitioning body and the challenged actions. JCD 452, citing JCD 301 [emphases added]

Further, “the Judicial Council has only such jurisdiction as is expressly granted to it by the Constitution and by the General Conference. Our lodestar principle has been that we may not assume jurisdiction to render a declaratory decision unless jurisdiction has been clearly vested in the Judicial Council.” Memorandum 1114, citing JCD 301, 452.

All nine questions posed by Petitioner directly relate to actions taken by the Mississippi Annual Conference and the conference board of trustees; but nothing in the record indicates that any of the issues raised pertain to Petitioner’s role and function under ¶49 or the powers and duties of a jurisdiction set forth in ¶28 of the Constitution. Therefore, under the holdings of JCD 301, 452, and 1114, absent showing of a direct-tangible effect or substantial relationship,

Petitioner’s claim that the Mississippi Process and the actions taken by the annual conference violate Church law alone does not constitute “matters relating to or affecting jurisdictions or the work therein.” Unless Petitioner is directly and specifically affected by the impugned actions, the request is outside the scope of the jurisdictional grant of ¶2610.2(d). Therefore, Petitioner lacks standing to bring this case to the Judicial Council.

Petitioner raised a valid concern regarding the legality of said conference actions and policy and also, more generally, the adverse impact they could have on the legal and ecclesiastical intergrity of The United Methodist Church as a whole. However, Petitioner is not

the proper body to bring instances of alleged noncompliance with Church law to the Judicial Council, even if they raise fundamental issues of churchwide importance with respect to the principles of legality and connectionalism. See JCD 1366 and 1444. This is the role of the Council of Bishops [hereinafter COB], commonly regarded as the “executive branch” of the Church. See JCD 1304. Under the Constitution, the COB is the body responsible “for the general oversight and promotion of the temporal and spiritual interests of the entire Church and for carrying into effect the rules, regulations, and responsibilities prescribed and enjoined by the General Conference.” Const. ¶48. [emphasis added] This is also supported by the broad language of ¶2610.2(b), which gives the COB the unrestricted right to petition the Judicial Council for a declaratory decision on any subject matter, in striking contrast to other authorized bodies listed in ¶2610.2. Under this authority, the COB could challenge the actions of other bodies in the denomination and seek judicial review of matters deemed important to the connectional polity of The United Methodist Church. The COB would have been the appropriate body to bring this petition to the Judicial Council.

Alternatively, the COB could also submit a complaint against a bishop for disobedience and noncompliance with Church law by following the process outlined in ¶422.5. There is clear statutory authority for the COB to enforce discipline among fellow bishops.

Beyond mere technicality, this case underlines the crucial role of the judiciary in maintaining the predictability and stability of Church law. This task begins with the Judicial Council’s recognition of the limits of its authority under ¶2610. The last thing the Council wants to create is the appearance of the-ends-justify-the-means and, in doing so, undermine the legitimacy and credibility of its decisions in the court of public opinion.

Luan-Vu “Lui” Tran

June 2, 2025