



Employment Agreement

Interim Rostered Deacon

THIS AGREEMENT MADE BETWEEN:

(Name of the Congregation)
(herein called "Congregation")

OF THE FIRST PART,
-and-

(Name of the Interim Rostered Deacon)
(herein called "Interim Deacon")

OF THE SECOND PART,

WHEREAS the Congregation is a member congregation of the Evangelical Lutheran Church in Canada ("ELCIC") and is a member of the _____ ("Synod");

AND WHEREAS the Congregation requires an Interim Deacon on the Roster or eligible to be received on the Roster of the Synod to advance and nourish the faith of the Congregation, through a ministry of Word and Service;

AND WHEREAS the Interim Deacon is ordained and on the Roster of the Synod and/or the Interim Deacon is eligible to be employed as an Interim Deacon by the Congregation;

AND WHEREAS the employment of the Interim Deacon is conditional upon the Bishop of the Synod providing a Letter of Certification to the employment;

IN CONSIDERATION of the above and in further consideration of the mutual promises and covenants set forth, this Employment agreement ("Agreement") witnesses that the parties agree as follows:

PREREQUISITES TO EMPLOYMENT

1. This employment contract and the employment of the Interim Deacon are conditional upon:
 - a. a Letter of Certification to the employment being provided by the Bishop of the Synod prior to the commencement of the Interim Deacon's employment by the Congregation;
 - b. the Interim Deacon being eligible for and remaining on the Roster of the Synod;
 - c. the Interim Deacon shall provide to the Congregation a current and satisfactory to the Congregation criminal record check (in Ontario a Criminal record and judicial matters check); and because this employment will require interacting with vulnerable persons meaning a person who, because of their age, a disability or other circumstances, whether temporary or permanent, (a) is in a position of dependency on others, or (b) is otherwise at a greater risk than the general population of being harmed by a person in a position of trust or authority towards them, the Interim Deacon must also provide to the Congregation:
 - i. a Child Abuse Registry Check (if available in the province(s) in which the Interim Deacon has resided in the past three (3) years); and
 - ii. a Vulnerable Sector or Child Intervention Check;
 - d. the Interim Deacon, after being provided the ELCIC Sexual Abuse or Harassment Policy ("Policy"), agreeing to review and abide by the Policy, and signing the Acknowledgement Form that is part of the Policy and returning such to the Synod office.

ONGOING OBLIGATIONS OF THE DEACON & THE CONGREGATION

2. a. During and continuing throughout the employment, the Interim Deacon accepts that the following ongoing obligations are required to maintain the employment:
 - i. the Interim Deacon must remain in good standing on the Roster of the Synod;
 - ii. the Interim Deacon must conduct the Interim Deacon's affairs in accordance with the Constitution and Bylaws of the ELCIC and the Synod;
 - iii. the Interim Deacon must immediately notify the Congregation if the Interim Deacon is removed from the Roster of the Synod or if the privileges of the Interim Deacon as a minister on the Roster of the Synod are suspended or terminated;
 - iv. depending on the length of the employment the Congregation shall be entitled to require the Interim Deacon to provide current Checks satisfactory to the Congregation (including fingerprint-based Checks) once every three years at the Congregation's expense, and the Interim Deacon shall comply with such requirement;
 - v. depending on the length of the employment the Interim Deacon to provide the Congregation with certification of participation in 'Healthy Boundaries' training every five years; and
 - vi. the Interim Deacon agrees that the onus is on the Interim Deacon to advise the Congregation immediately if there is any charge or conviction under the Criminal Code of Canada.
- b. Throughout the employment the Congregation accepts the following ongoing obligations to the Interim Deacon:
 - i. to ensure that the compensation benefits agreed to, including vacation and paid holidays are provided to the Interim Deacon;
 - ii. to provide the Interim Deacon a place to work to make sure the Interim Deacon has access to the workplace;
 - iii. to provide the Interim Deacon the tools and equipment needed to perform the Interim Deacon's functions;
 - iv. to make sure the Interim Deacon's working conditions are safe; and
 - v. to treat the Interim Deacon with respect and make sure the Interim Deacon is not harassed or discriminated against.

REMUNERATION AND BENEFITS

3. a. If the employment of the Interim Deacon is other than full-time specify the percentage of employment compared to full-time: _____ %.
- b. The Congregation shall compensate the Interim Deacon with a salary which includes, if applicable, housing allowance hereinafter "Salary" and benefits which include:
- i. please check ONE of the following:
- an initial Salary (determined after consideration of the synodical salary guidelines) of \$ _____
per annum paid in instalments;
- or
- an initial Salary (determined after consideration of the synodical salary guidelines) of \$ _____
per month paid in instalments;
- or
- an initial Salary (determined after consideration of the synodical salary guidelines for part-time interim ministers) specifically:
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- as long as the interim employment continues the Salary shall be reviewed annually;
- ii. membership, when eligible, in the ELCIC Pension Plan sponsored by ELCIC Group Services Inc.;
- iii. membership, when eligible, ELCIC Group Benefits Plans administered by ELCIC Group Services Inc.;
- iv. participation in ELCIC Programs including the Continuing Education Plan;
- v. vacation in accordance with the approved policies;
- vi. professional expenses paid by the Congregation in accordance with the approved policies;
- vii. moving expenses, when applicable, including travel paid by the Congregation; specific details are as follows:
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- viii. reasonable expense reimbursement, not otherwise provided for, incurred in attending conventions and other official meetings at which the Interim Deacon's attendance is required.
- c. The Interim Deacon acknowledges and agrees that the ELCIC Pension Plan, ELCIC Group Benefit Plans, and any ELCIC Programs can be changed from time to time and any such change shall not constitute a fundamental change to the terms of the employment when the Interim Deacon is provided with thirty (30) days' advance notice of the change.
- d. If the Congregation is providing the Interim Deacon with a residence for the personal use of the Interim Deacon and members of the Interim Deacon's immediate family during the term of the Interim Deacon's employment, the terms shall be as set out in a Residence Agreement and shall be attached to this agreement as Schedule "A".
- e. The remuneration provided under this Agreement shall be subject to such deductions as the Congregation is from time to time required to make pursuant to law, government regulation, for benefits or by consent of the Interim Deacon.

SCOPE OF POSITION & COOPERATION WITH SYNOD

4. a. Neither the ELCIC nor the Synod is the Interim Deacon's employer, but the nature of this ministry and the Interim Deacon's employment requires that the Interim Deacon work and cooperate with the Synod and the Bishop of the Synod for the greater good of the ELCIC, the Synod, and Congregation.
- b. The Interim Deacon shall at all times faithfully, diligently, and to the best of the Interim Deacon's skill, ability, experience and talents, perform the Interim Deacon's duties.
- c. During the term of this Agreement the Interim Deacon shall not participate in any other business, occupation, or become an employee or agent of any corporation, firm or individual, except with the consent, which shall not be unreasonably withheld, of the Congregation and after the Interim Deacon has consulted with the Bishop of the Synod.
- d. The Interim Deacon shall not participate in any activity, be it professional or personal, that is in conflict with the Interim Deacon's duties to the Congregation.

CONFIDENTIALITY

5. The Interim Deacon acknowledges and agrees that the Interim Deacon has a duty of confidentiality to the Congregation and that the duty includes maintaining the confidentiality of confidential information. "Confidential Information" is defined to include but it is not limited to: information with respect to the financial, business and human resources management of the Congregation. Accordingly, the Interim Deacon undertakes and agrees not to disclose Confidential Information to any person not authorized to receive the Confidential Information without the express written permission of the Congregation, and that the Interim Deacon shall use the Interim Deacon's best efforts to maintain the secrecy of all of the Confidential Information.

The Interim Deacon agrees that this duty of confidentiality survives the termination of this Agreement and the Interim Deacon's employment.

TERM

6. The employment of the Interim Deacon by the Congregation shall commence on the _____ day of _____, 20 ____ and shall continue until such time as a regularly called Deacon begins his/her ministry and at that time the employment shall be terminated in accordance with this Agreement.

NOTICE OF TERMINATION NOT FOR CAUSE

7. a. Notwithstanding any termination of employment provisions set out in the Constitution and Bylaws of the Congregation, the Synod, or the ELCIC, in the event of a not for cause termination, the respective rights of the Congregation and the Interim Deacon shall be those set out in this article seven.
- b. The employment of the Interim Deacon may be terminated by the Congregation at any time without cause (which includes but is not limited to when a regularly called Deacon begins his/her ministry) upon the Congregation providing to the Interim Deacon the following:
 - i. written notice or pay in lieu of notice (the "Notice Period") of thirty calendar days or the minimum termination notice required by the applicable employment standards legislation, whichever is the greater;
 - ii. the Notice Period may, at the discretion of the Congregation, be provided by way of working notice or payment of the equivalent Salary in lieu of notice or a combination thereof;
 - iii. where the Notice Period is in whole or in part provided by way of pay in lieu of notice, the Congregation may, in its sole discretion, provide such pay in lieu of notice in a lump sum or through continuation of payment of the Interim Deacon's Salary through payroll;
 - iv. to the extent required by the applicable employment standards legislation, if the Interim Deacon is entitled to severance pay in addition to the Notice Period, the Congregation shall provide the required severance pay to the Interim Deacon;

- v. if and to the extent required by the applicable employment standards legislation, the Congregation shall continue to make whatever benefit plan contributions are required to maintain the Interim Deacon's benefit plans for the statutory notice period in the applicable employment standards legislation; and
 - vi. the Congregation shall also provide any other minimum rights, benefits and entitlements (if any) required by the applicable employment standards legislation to the extent that such rights, benefits and entitlements have not already been provided.
- c. The Interim Deacon can terminate employment upon providing the Congregation with thirty (30) days' notice. Such notice however may be waived in whole or in part by agreement of the parties, or by the Congregation with payment to the Interim Deacon of the remaining resignation notice.

TERMINATION OTHER

8. Other than in the event of a not for cause termination, the employment of the Interim Deacon may be terminated for any of the reasons listed and processes provided for in the Constitution and Bylaws of the Congregation, the Synod and the ELCIC.

DISCIPLINE

9. The grounds for discipline and the disciplinary procedures set out in the Constitution and Bylaws of the ELCIC and the Manual Re Discipline for Rostered Ministers shall apply to the Interim Deacon, including but not limited to disciplinary penalties such as suspension from employment and/or removal from the Roster as well as any right of appeal available to the Interim Deacon with respect to such.

ENTIRE AGREEMENT

10. This Agreement contains the entire agreement between the parties hereto as it relates to the matters set out herein and this Agreement supersedes all previous negotiations, understandings and agreements whether verbal or written with respect to any matters herein referred to. To be effective, any changes or modifications to this Agreement shall be made in writing and signed by both parties.

SEVERABILITY

11. The parties agree that in the event that any provision, clause, article, attachment herein, or part thereof, which forms part of this Agreement, is deemed void, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, clauses, articles, attachments or parts thereof, shall be and remain in full force and effect.

GOVERNING LAW

12. This Agreement shall be construed in accordance with the laws of the Province [territory] of _____ and the laws of Canada as applicable.

NOTICES

13. Where by this Agreement any notice is to be or may be given by one party to the other, such notice may be personally delivered or may be given by registered mail and shall be deemed to have been effectively given if sent by registered mail, postage prepaid, correctly addressed to the party to whom such notice is to be given, and any such notice when so mailed shall be deemed to have been received four (4) days after it was mailed.

RETURN OF MATERIALS

14. All files, forms, books, materials, written correspondence, memoranda, documents, manuals, computer disks and software products in any form or media whatsoever pertaining to the affairs and interests of the Congregation that may come into the possession or control of the Interim Deacon shall at all times remain the property of the Congregation. On termination of the Interim Deacon's employment for any reason, the Interim Deacon agrees to deliver promptly to the Congregation all such property of the Congregation in the possession of the Interim Deacon or directly or indirectly under the control of the Interim Deacon. The Interim Deacon agrees not to make for personal or business use, reproductions or copies of any such property or other property of the Congregation.

Notwithstanding anything in this Agreement or at common law the parties agree that the Interim Deacon as original author of any sermon or other work used to minister to the Congregation shall remain the owner of the copyright and intellectual property with respect to such.

PRIVACY

15. The Congregation collects personal information about the Interim Deacon:
- a. the Interim Deacon's personal information is collected, used and disclosed for the following purposes: payroll; employee benefits; statutory deductions and remittances such as income tax; general employment purposes such as calculating length of service and for information relating to the initiation, management and termination of the employment relationship;
 - b. the Congregation only discloses personal information with third parties as required and for the purposes noted above or as required or permitted by applicable law. For example, the Congregation must disclose certain personal information with the Income Tax authorities, and, with third party providers of employee benefits;
 - c. the Interim Deacon is entitled to review and correct personal information the Congregation has collected about the Interim Deacon by communicating with the Chair of the Congregational Council; and
 - d. by signing this Agreement the Interim Deacon consents to the Congregation collecting, using and disclosing the Interim Deacon's personal information as detailed above.

AGREEMENT SIGNED IN COUNTERPARTS

16. This Agreement may be executed and delivered (by original, facsimile or electronic transmission) in multiple counterparts each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement.

TIMING FOR ACCEPTANCE OF THE AGREEMENT

17. For this Agreement to be binding both parties are required to sign the Agreement on or before the _____ day of the month of _____, 20 ____.

LEGAL ADVICE

18. The Interim Deacon acknowledges that the Interim Deacon has obtained, or has had an opportunity to seek, independent legal advice in connection with the negotiation and execution of this Agreement, and further acknowledges that the Interim Deacon has read, understands, and agrees to be bound by all of the terms and conditions contained herein.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

Chair of Congregational Council

Vice Chair of Congregational Council
or other designate

(print name)

(print name)

(signature)

(signature)

(date)

(date)

Interim Deacon:

Witness:

(print name)

(print name)

(signature)

(signature)

(date)

(date)