



Letter of Understanding

Rostered Pastor

Non-stipendiary Ministry

THIS LETTER OF UNDERSTANDING IS HELD BETWEEN:

Name of the Congregation
(herein called "Congregation")

OF THE FIRST PART,
-and-

Name of the Rostered Pastor
(herein called "Pastor")

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 has a non-stipendiary ministry that requires a Pastor on the Roster or eligible to be received on the Roster of the Synod to advance and nourish the faith of the Congregation, to administer the Sacraments and proclaim the Word of God;

AND WHEREAS the Pastor is ordained and on the Roster of the Synod and the Pastor is eligible to be called by the Congregation ("Call") and is prepared to undertake a non-stipendiary ministry;

AND WHEREAS this Letter of Understanding is conditional upon the Congregation's Call of the Pastor being approved by a majority vote of the ELCIC Conference of Bishops;

IN CONSIDERATION of the above including, but not limited to the opportunity for the Pastor to undertake this non-stipendiary ministry and in further consideration of the mutual promises and covenants set forth, this Letter of Understanding ("Understanding") witnesses that the parties agree as follows:

PREREQUISITES

1. This Understanding is conditional upon:
 - a. the Congregation's Call being approved by the ELCIC Conference of Bishops and certified by the Bishop of the Synod prior to the commencement of the non-stipendiary ministry;
 - b. the Pastor being eligible for and remaining on the Roster of the Synod;
 - c. the Pastor shall provide to the Congregation a current and satisfactory to the Congregation a criminal record check (in Ontario a Criminal record and judicial matters check); and because this non-stipendiary ministry 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 Pastor must also provide to the Congregation:
 - i. a Child Abuse Registry Check (if available in the province(s) in which the Pastor has resided in the past three (3) years); and
 - ii. a Vulnerable Sector or Child Intervention Check;
 - d. the Pastor, 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 PASTOR & THE CONGREGATION

2. a. During and continuing throughout this Understanding, the Pastor accepts that the following ongoing obligations are required:
 - i. the Pastor must remain in good standing on the Roster of the Synod;
 - ii. the Pastor must conduct the Pastor's affairs in accordance with the Constitution and Bylaws of the ELCIC and the Synod;
 - iii. the Pastor must immediately notify the Congregation if the Pastor is removed from the Roster of the Synod or if the privileges of the Pastor as a Minister on the Roster of the Synod are suspended or terminated;
 - iv. if applicable to the nature of the non-stipendiary ministry the Congregation shall be entitled to require the Pastor to provide current Checks appropriate to the non-stipendiary ministry as set out paragraph 1 and such appropriate Checks shall be satisfactory to the Congregation once every three years at the Congregation's expense, and the Pastor shall comply with such requirement;
 - v. the Pastor must provide the Congregation with certification of participation in 'Healthy Boundaries' training every five years; and
 - vi. the Pastor agrees that the onus is on the Pastor to advise the Congregation immediately if there is any charge or conviction under the Criminal Code of Canada.
- b. Throughout this Understanding the Congregation accepts the following ongoing obligations to the Pastor:
 - i. to provide the Pastor a place to conduct the non-stipendiary ministry;
 - ii. to provide the Pastor the tools and equipment needed to perform the non-stipendiary ministry ;
 - iii. in conducting the non-stipendiary ministry make sure the Pastor is safe; and
 - iv. to treat the Pastor with respect and make sure the Pastor is not harassed or discriminated against.

3. REMUNERATION

- a. As this a non-stipendiary ministry the Pastor understands and accepts that the services will be provided without remuneration or with a token stipend set out as follows:
 - i. _____ [Note the stipend here, if any]; and
 - ii. professional expenses will be paid by the Congregation in accordance with the approved policies.

SCOPE OF POSITION & COOPERATION WITH SYNOD

4. a. The nature of this non-stipendiary ministry and this Understanding requires that the Pastor 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 Pastor shall at all times faithfully, diligently, and to the best of the Pastor's skill, ability, experience and talents, perform the duties related to the non-stipendiary ministry .
- c. During the term of this Understanding the Pastor 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 Pastor has consulted with the Bishop of the Synod.
- d. The Pastor shall not participate in any activity, be it professional or personal, that is in conflict with the Pastor's duties to the Congregation.

CONFIDENTIALITY

5. The Pastor acknowledges and agrees that the Pastor 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 Pastor 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 Pastor shall use the Pastor's best efforts to maintain the secrecy of all of the Confidential Information.

The Pastor agrees that this duty of confidentiality survives the termination of this Understanding and this non-stipendiary ministry.

TERM

6. The Pastor's non-stipendiary ministry for the Congregation shall commence on the _____ day of _____, 20 _____ and shall continue until concluded in accordance with this Understanding.

TERMINATION

7. The parties agree that this Understanding and the non-stipendiary ministry can be terminated by either party upon thirty (30) days advance notice to the other party.

TERMINATION CAUSE

8. This Understanding and the non-stipendiary ministry of the Pastor may be terminated by the Congregation at any time without notice or payment in lieu of notice forthwith upon the Congregation providing to the Pastor written notice of termination for cause. For the purposes hereof the term "cause" shall mean any act or omission which would: be a material breach of any provision of this Understanding; a disclosure of any Confidential Information by the Pastor; any act or omission that is not in the best interests of the Congregation and/or the ELCIC including but not limited to negatively impacting the reputation of the Congregation and/or 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 Pastor including but not limited to disciplinary penalties such as suspension or removal from the Roster as well as any right of appeal available to the Pastor with respect to such.

GOVERNING LAW

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

NOTICES

11. Where by this Understanding 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

12. 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 Pastor shall at all times remain the property of the Congregation. On termination of this non-stipendiary ministry for any reason, the Pastor agrees to deliver promptly to the Congregation all such property of the Congregation in the possession of the Pastor or directly or indirectly under the control of the Pastor. The Pastor 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 Understanding or at common law the parties agree that the Pastor 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

13. The Congregation collects personal information about the Pastor:

- a. the Pastor's personal information is collected, used and disclosed for the initiation, management and conclusion of this non-stipendiary ministry and this Understanding;
- b. the Congregation only discloses personal information with third parties as required and for the purpose noted above or as required or permitted by applicable law;
- c. the Pastor is entitled to review and correct personal information the Congregation has collected about the Pastor by communicating with the Chair of the Congregational Council; and
- d. by signing this Understanding, the Pastor consents to the Congregation collecting, using and disclosing the Pastor's personal information as detailed above.

LETTER OF UNDERSTANDING SIGNED IN COUNTERPARTS

14. This Understanding 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 understanding.

TIMING FOR ACCEPTANCE OF THE LETTER OF UNDERSTANDING

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

LEGAL ADVICE

16. The Pastor acknowledges that the Pastor has obtained, or has had an opportunity to seek, independent legal advice in connection with the negotiation and execution of this Understanding, and further acknowledges that the Pastor 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 Letter of Understanding.

Chair of Congregational Council

Vice Chair of Congregational Council
or other designate

(print name)

(print name)

(signature)

(signature)

(date)

(date)

Pastor:

Witness:

(print name)

(print name)

(signature)

(signature)

(date)

(date)