



# Letter of Understanding *Rostered Deacon* *Non-stipendiary Ministry*

**THIS LETTER OF UNDERSTANDING IS HELD BETWEEN:**

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

OF THE FIRST PART,  
-and-

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*Name of the Rostered Deacon*  
(herein called "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 has a non-stipendiary ministry that requires a 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 Deacon is ordained and on the Roster of the Synod and the Deacon 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 Deacon 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 Deacon 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 Deacon being eligible for and remaining on the Roster of the Synod;
  - c. the Deacon 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 Deacon must also provide to the Congregation:
    - i. a Child Abuse Registry Check (if available in the province(s) in which the Deacon has resided in the past three (3) years); and
    - ii. a Vulnerable Sector or Child Intervention Check;
  - d. the 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 this Understanding, the Deacon accepts that the following ongoing obligations are required:
  - i. the Deacon must remain in good standing on the Roster of the Synod;
  - ii. the Deacon must conduct the Deacon's affairs in accordance with the Constitution and Bylaws of the ELCIC and the Synod;
  - iii. the Deacon must immediately notify the Congregation if the Deacon is removed from the Roster of the Synod or if the privileges of the Deacon 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 Deacon 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 Deacon shall comply with such requirement;
  - v. the Deacon must provide the Congregation with certification of participation in 'Healthy Boundaries' training every five years; and
  - vi. the Deacon agrees that the onus is on the Deacon 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 Deacon:
  - i. to provide the Deacon a place to conduct the non-stipendiary ministry;
  - ii. to provide the Deacon the tools and equipment needed to perform the non-stipendiary ministry ;
  - iii. in conducting the non-stipendiary ministry make sure the Deacon is safe; and
  - iv. to treat the Deacon with respect and make sure the Deacon is not harassed or discriminated against.

### 3. REMUNERATION

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

### CONFIDENTIALITY

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

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

### TERM

6. The Deacon'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 Deacon may be terminated by the Congregation at any time without notice or payment in lieu of notice forthwith upon the Congregation providing to the Deacon 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 Deacon; 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 Deacon 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 Deacon 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 Deacon shall at all times remain the property of the Congregation. On termination of this non-stipendiary ministry for any reason, the Deacon agrees to deliver promptly to the Congregation all such property of the Congregation in the possession of the Deacon or directly or indirectly under the control of the Deacon. The 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 Understanding or at common law the parties agree that the 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**

13. The Congregation collects personal information about the Deacon:
- the Deacon's personal information is collected, used and disclosed for the initiation, management and conclusion of this non-stipendiary ministry and this Understanding;
  - 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;
  - the Deacon is entitled to review and correct personal information the Congregation has collected about the Deacon by communicating with the Chair of the Congregational Council; and
  - by signing this Understanding, the Deacon consents to the Congregation collecting, using and disclosing the Deacon'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 Deacon acknowledges that the Deacon 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 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 Letter of Understanding.

Chair of Congregational Council

Vice Chair of Congregational Council  
or other designate

\_\_\_\_\_  
*(print name)*

\_\_\_\_\_  
*(print name)*

\_\_\_\_\_  
*(signature)*

\_\_\_\_\_  
*(signature)*

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*(date)*

\_\_\_\_\_  
*(date)*

Deacon:

Witness:

\_\_\_\_\_  
*(print name)*

\_\_\_\_\_  
*(print name)*

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*(signature)*

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*(signature)*

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