



Canadian Association of Lutheran Congregations

## Model Letter of Call for a Parish Pastor



## Canadian Association of Lutheran Congregations

### Letter of Call

*This call is issued in the Name of God the Father, the Son and Holy Spirit. Amen*

Date: \_\_\_\_\_

From: \_\_\_\_\_

To: \_\_\_\_\_

Mindful of the apostolic admonition that all things be done decently and in order, and in accordance with the practice of the Lutheran church to provide qualified persons of good report and in whom the fruits of the Spirit are manifest, the Canadian Association of Lutheran Congregations recognizes the office of the ministry established by our Lord and seeks through it to give the spiritual leadership and pastoral care necessary for the establishment, growth, development, and welfare of Christ's holy Church. Accordingly, the congregation of \_\_\_\_\_ at a meeting of the congregation held on \_\_\_\_\_ has called you to serve as pastor of this congregation according to the following terms:

#### That You...

1. Preach the Word, administer the Sacraments and conduct public worship in harmony with the faith and doctrine of the Lutheran Church;
2. Baptize, confirm and marry in accordance with the teaching of CALC and with the laws of the province of residence, visit the sick and distressed and bury the dead;
3. Encourage faith active in love, in personal and family life and provide pastoral leadership to all schools and auxiliary organizations of the congregations;
4. Comfort the mourning, to console the depressed, to bring the promise of redemption to those who seek redemption, to carry forth into the world the Word of the merciful God with its promise of salvation.
5. Encourage and empower, through God's Word, every Christian as a royal priest to work for mutual edification, each in his or her own station and in accordance with the opportunity and gifts which God has given him or her, either individually, person to person, or in assemblies of the congregation.
6. Install members of the Congregational Council.
7. Seek out and encourage qualified persons to prepare for the ministry of the Gospel and strive to extend the Kingdom of God in the community, at home and abroad;
8. Encourage the members to be generous in support of the ministry of the Congregation and the Church;
9. Keep accurate membership records including baptisms, confirmations, marriages, burials and communicants. The parish records shall be kept in a written and/or electronic form, which shall remain the property of the congregation.
10. Commend members who move to the pastoral care of the parish in which their new home is located.
11. Be responsible for the pastoral care of our members and adherents, including regular visits.

#### That We...

1. Receive you as our Pastor and accord you the love, the respect, the good will, and the co-operation due your office, and uphold you in prayer.
2. Promise you our faithful assistance in the work to which you are called.
3. Support the work of our congregation and the Canadian Association of Lutheran Congregations.
4. Pay you an annual salary in the amount of \$ \_\_\_\_\_. Your salary will be reviewed annually.
5. Pay your salary in twelve equal monthly installments, with each monthly installment to be paid as follows: a draw at midmonth and the balance at each month's end.
6.  Option #1: Provide you a residence kept in good repair, including utilities.

- Option #2: Pay you a housing allowance of \$ \_\_\_\_\_. The allowance to be paid on the same basis as the monthly salary housing allowance to be reviewed annually.
- 7. We will deduct from your salary and remit to the appropriate authority all taxes and submit all deductions payable as prescribed by law (including, but not limited to employment insurance, income tax, Canada Pension Plan).
- 8. Contribute to a medical/insurance/pension plan as follows:
  - Make an annual contribution to a group pension fund currently administered by \_\_\_\_\_ in the amount of five percent (5%) of your wage (deducted from your wages and paid in monthly installments as a payroll deduction) and five percent (5%) of your wage contributed by the congregation (paid in monthly installments).
  - Pay Provincial Medical premiums in the amount of \$ \_\_\_\_\_ (50% deducted from your wages as a payroll deduction and 50% contributed by the congregation)
  - Provide an Employee benefits package including life insurance, AD&D insurance, disability insurance, extended medical, dental and vision insurance, through \_\_\_\_\_. Premiums for said benefits to be calculated and determined by the \_\_\_\_\_. Coverage to be reviewed periodically and subject to change (50% of the premium deducted from your wages as a payroll deduction and 50% contributed by the congregation).
- 9. Grant you an annual paid vacation of \_\_\_ weeks (council to arrange for pulpit supply for Sundays during your absence) and \_\_\_ weeks paid study leave. You will be required to take all vacation days and study leave in the calendar year they are earned.
- 10. Grant you \_\_\_\_\_ paid sick days per calendar year, \_\_\_ paid bereavement days per calendar year, and maternity and parental leave as provided by applicable laws.
- 11. Provide your auto reimbursement as follows:
  - Option #1: In the amount of \$ \_\_\_\_\_ per kilometer.
  - Option #2: Automobile allowance in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_.00) per month (\$ \_\_\_\_\_.00 per year)
- 12. Reimburse you for expenses not otherwise provided for incurred in attending regional and national conventions and other official meetings at which your attendance is required.
- 13. Urge you to participate in continuing education opportunities and we will support you in that regard.
- 14. Pay your moving expenses (including travel) as follows: \_\_\_\_\_

**Term/Termination:**

**Option 1:** This letter of call shall be for a term of \_\_\_\_\_ years, commencing. This call may be terminated before the end of the term for the following reasons: (a) your written resignation (with the resignation taking effect 30 days following the date of said written resignation); (b) disciplinary action was taken against you, you were found liable and discipline was imposed against you; (c) you suffer from a physical or mental incapacity which severely impacts your ability to minister to and serve this congregation; (d) continued neglect of pastoral ministry (Provided you were given written notice of the alleged failure and neglect and you failed and refused to fulfill the terms of this letter of call within 30 days of the date of the letter); (e) your stress leave or medical leave has lasted twelve months and is expected to continue for an indefinite period of time thereafter (“extended stress leave”) and (f) your inability to conduct the pastoral office satisfactorily in the parish in view of local conditions, without reflection on your moral and or spiritual character.

**Option 2:** This call, once accepted, can be terminated for the following reasons: (a) your written resignation (with the resignation taking effect 30 days following the date of said written resignation); (b) disciplinary action was taken against you, that is you were found liable and discipline was imposed against you; (c) you suffer from a physical or mental incapacity which severely impacts your ability to minister to and serve this congregation; (d) continued neglect of diaconal ministry (Provided you were given written notice of the alleged failure and neglect and you failed and refused to fulfill the terms of this letter of call within 30 days of the date of the letter); (e) your stress leave or medical leave has lasted twelve months and is expected to continue for an indefinite period of time thereafter (“extended stress leave”); and (f) your inability to conduct the diaconal office satisfactorily in the parish in view of local conditions, without reflection on the moral and spiritual character of the deacon.

In the case of actions under paragraphs (b) through (f), inclusive, CALC’s guidelines for discipline and termination of call shall be followed. See Appendix 1.

**Notice:**

Any written notice which may be given by the Congregation to you shall be considered given to you on the date the written notice is handed to you by any member of the Church Council of the Congregation, any officer of the Congregation, the church secretary of the Congregation and/or other pastor/diaconal minister serving with you. If the notice is delivered by Canada Post or a courier, it shall be deemed delivered to you (5) days after it is dropped in the mail or delivered to the courier. The address for delivery of notice by mail or courier shall be to the home address on file with the Congregation for the Pastor as of the date of notice.

Any written notice which may be given by you to the Congregation hereunder shall be considered given to the Congregation on the date the written notice is handed by you to any member of the Church Council of the Congregation, any officer of the Congregation, the church secretary of the Congregation and/or other pastor or diaconal minister serving with you. If the notice is delivered by Canada Post or a courier, it shall be deemed delivered to the Congregation five (5) days after it is dropped in the mail or delivered to the courier.

Correspondence should be sent to:

If to the congregation: <i>Name</i> <i>Street Address</i> <i>City, Province, Postal Code</i> <i>Telephone:</i> <i>Email address:</i>	If to you: <i>Name</i> <i>Street Address</i> <i>City, Province, Postal Code</i> <i>Telephone:</i> <i>Email address:</i>
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**Laws:** This call letter shall be subject to the laws of the province of \_\_\_\_\_.

May the Lord our God grant you His Holy Spirit, to guide you according to His will in the consideration of this call.

We earnestly request you to acknowledge receipt of this Letter of Call immediately. It is our hope that your decision will not be unduly delayed, specifically not more than thirty (30) days from the date of your receipt of this Letter of Call.

Dated: \_\_\_\_\_

By: \_\_\_\_\_ Council Chair

I accept this call:

Dated: \_\_\_\_\_

\_\_\_\_\_  
 Pastor

## Appendix 1 to the Letter of Call – CALC Policy on Discipline/Termination of a Call

Date: \_\_\_\_\_

From: \_\_\_\_\_

To: \_\_\_\_\_

**Discipline:** All Pastors rostered with the Canadian Association of Lutheran Congregations (“CALC” or “Association”) shall be subject to the discipline of the Association. Our Association reserves the right to suspend, discipline, or dismiss any pastor on CALC’s Roster of Pastors.

**Grounds for Discipline:** This Association may discipline, suspend or dismiss a Pastor for the following reasons: (a) teaching of doctrine in conflict with the Confession of Faith of this Church as expressed in this constitution; (b) conduct unbecoming a Pastor; (c) willful disregard of the constitution, administrative bylaws and enactments of this Association.

**“Conduct unbecoming a pastor” shall include:**

1. Conviction of a criminal offence.
2. Membership in an organization described in Section 2 of Part 3 of CALC’s Constitution and Bylaws.
3. Family Matters: (i) Separation or divorce that occurs without consultation with the congregation’s church council and without the rostered minister taking appropriate action on any agreement reached in such consultation. Each case of separation or divorce must be considered pastorally. (ii) Desertion or abandonment of spouse or children. (iii) Abuse of spouse or children. (iv) Repeated failure to meet legally determined family support obligations.
4. The misuse of alcohol or non-prescription mind-altering drugs and other substances.
5. Financial Misconduct: (i) indifference to or avoidance of legitimate and neglected personal debts; (ii) embezzlement of money or improper appropriation of the property of others; and (iii) using the ministerial office improperly for personal financial advantage.
6. Inappropriate sexual acts, including, adultery, promiscuity, addiction to pornography, the sexual abuse of another, or the misuse of counselling relationships for sexual favours or other advantage.
7. Sexual Harassment, as defined in regulations promulgated by our Association from time to time.
8. Continued failure and neglect to adequately fulfill the terms of a pastor’s letter of call from a congregation or other organization. Provided the pastor has been given written notice of the alleged failure and neglect and fails and refuses to fulfill the terms of said letter of call within 30 days of the date of the letter.

**Procedure for Discipline:** Discipline shall be administered in accordance with the constitution and the bylaws of the calling congregation. If for the sake of confidentiality, or if attempts by the local congregation fail, the matter may be directed to the President of the Association for counsel (who may follow the same procedure of Matthew 18:15-20, etc.). If such counsel fails to resolve the problem, it shall be referred to the Board of Elders for hearing who shall take appropriate action (such as exoneration, suspension, or dismissal of the pastor), and the Board of Elders shall act upon such recommendation and report such action to the next General Convention. A Pastor who is suspended or dismissed by the Board of Elders may appeal such decision to the Board of Appeals and Adjudication, whose decision shall be final. CALC has developed procedures for the initiation of a complaint against a Pastor and conduct of a hearing before the Board of Elders for: (a) teaching of doctrine in conflict with the Confession of Faith of this Church as expressed in this constitution; (b) conduct unbecoming an Diaconal Minister; (c) wilful disregard of the constitution, administrative bylaws and enactments of this Association and (d) sexual matters and family matters. See CALC’s Ministry Standards.

**Termination of Call:** A call to pastoral ministry may generally be terminated for the following reasons: (a) The pastor’s written resignation (with the resignation taking effect some time following the date of said written resignation); (b) the pastor suffers from a physical or mental incapacity which severely impacts his/her ability to minister to and serve his/her congregation; (c) disciplinary action was taken against the pastor, he/she was found liable and discipline was imposed against him/her; (d) his/her continued neglect of pastoral ministry (Provided he/she was given written notice of the alleged failure and neglect and he/she failed and refused to fulfill the terms of their letter of call within 30 days of the date of the letter); (e) the pastor’s stress leave or medical has lasted twelve (12) months and is expected to continue for an indefinite period of time thereafter (“extended stress leave”); and (f) the pastor’s inability to conduct the pastoral office satisfactorily in the parish in view of local conditions, without reflection on the moral and spiritual character of the pastor.

**Voluntary Procedures on Termination:** The following provisions may apply if it is alleged that: (a) a pastor suffers from a physical or mental incapacity which severely impacts his/her ability to minister to his/her congregation; (b) a Pastor has neglected and continues to neglect his/her ministry; (c) a Diaconal Minister’s stress leave has lasted twelve months and is expected to continue for an indefinite period of time thereafter (“extended stress leave”); or (d) a Pastor is unable to

conduct the pastoral office satisfactorily in that parish in the view of local conditions, without reflection on the moral and spiritual character of the pastor. [88]

**Appointment of an Advisory Committee:** Upon the request of the subject pastor's congregational council or the receipt of a petition signed by at least one-third of the voting members of said congregation, our President shall appoint an advisory committee (AC) to investigate the allegations. Said AC shall consist of: the President, two CALC pastors or Diaconal Ministers (not affiliated with the subject congregation); and two members of the subject congregation. The AC shall attempt to mediate between the Pastor in question and the congregation and bring about a resolution.

**Cases of Neglect of Ministry.** In the case of alleged neglect of ministry all those concerned shall be heard, by the President and the AC. Following the receipt of all relevant information, the President together with the AC shall counsel with the Pastor and the congregation on a proper course of action, which may include setting specific goals to be achieved by the Pastor in the fulfillment of the terms of his/her call. Such counsel shall be offered out of Christian love and is not to be regarded as an act of discipline. If after such counsel, the Pastor has failed to meet the agreed upon goals, the congregation may terminate the call by majority vote at a duly called congregational meeting.

**Cases of Incapacity and Extended Stress Leave.** In the event of an alleged physical or mental incapacity, or extended stress leave, the AC shall make every effort to elicit medical testimony and other credible evidence as to the extent of the mental and physical disability or the extended stress leave, together with a prognosis for a return to work.

The AC will attempt to meet with the pastor, his/her spouse and/or his/her legal representative for the purpose of working toward an amicable solution, which may include: (a) the pastor's gradual return to work as suggested by the pastor's treating physician and/or disability carrier; and (b) the implementation workplace measures which may be taken to accommodate the deacon's return to work. If the AC and the pastor and/or his/her representatives are unable to accommodate the pastor's return to work, or the agreed upon work place accommodations and return to work plan fail, the AC and the pastor and/or his representatives shall work toward a mutually acceptable termination of employment and severance package. Unless otherwise agreed by the parties, the compensation received by the pastor shall be equal to: (a) the pastor's monthly compensation as of the date of the medical leave (or some fraction thereof as agreed to by the pastor and the congregation); multiplied by the number of years of the pastor's service in the subject congregation. In determining the percentage of the monthly salary to be used in the above described formula, the deacon's length of service and the congregation's ability to pay shall be considered.

If the AC determines that such physical or mental incapacity is evident, or the stress leave is expected to last indefinitely, and efforts to negotiate a mutually acceptable severance of employment failed, the AC shall make recommendations to the congregational council, which may include a recommendation to terminate the pastor's call and declare the pastor's position vacant. The congregation may thereafter terminate the call by a 2/3rds majority vote at a properly called congregational meeting.

**Cases of Changed Local Conditions.** In the case of local conditions which imperil the wellbeing of the congregation and make it difficult for the Pastor to conduct ministry, all those concerned shall be heard, by the President and the AC. Following the receipt of all relevant information, the President together with the AC shall counsel with the pastor and the congregation on a proper course of action, which may include dissolution of the congregation. The pastor's call shall be deemed terminated as of the date of the vote to dissolve the congregation.

**Suspension.** At any point in the foregoing proceedings, the President with the concurrence of the congregational council, may suspend the pastor from the functions of the ministry within the congregation, pending completion of the formal proceedings.