

Memorandum of Understanding between St Luke's Lutheran Church Albury and St Peter's Lutheran Church Lavington

Date

Please Note: This MOU takes effect when Pr Peter Fuhlbohm concludes his call at St Peter's.

Preamble

St Luke's Lutheran Church Albury, and St Peter's Lutheran Church Lavington, for financial reasons and for reasons which will benefit the kingdom of God, wish to cooperate with each other under the terms of this Memorandum of Understanding.

We agree to work together as two congregations, with one pastor and additional paid lay staff using a combined Administration.

This memorandum of understanding covers those areas where mutual understanding and agreement have been made, with the aim of avoiding any future misunderstandings.

General Administration

Both congregations agree to work towards combining administration tasks wherever possible. They also realise not all administration tasks can be combined immediately. Such tasks include:

Treasury – each will monitor their own. The St Luke's Treasurer will be responsible for the salary payments of pastor and staff through LCA HRS, and alert the St Peter's Treasurer to contributions to cover St Peter's share of these payments.

Additional Paid staff – Initially, St Luke's will have one paid admin person and St Peter's will continue with volunteers. St Peter's are welcome to use the paid admin person for any jobs when they wish to change from volunteers, and appropriate contribution will be negotiated at that point.

Routine Admin

Where possible we will combine routine administration tasks. However, we recognise that not all routine tasks of each congregation can or should be combined, for various reasons. (eg each congregation is a place to serve and use one's gifts in service to others.) The following tasks will continue to be done by each individual congregation at this time:

Church Rosters and Bulletins

Records of Safe Church training and Working With Children Check

Hall Hire and Hire of Hall supervision (eg opening the hall and checking that things are tidy after hire)

Maintenance of Local Property

Local elder visits and ensuing Pastoral Care

Ladies fellowship funds.

These will be reviewed at the scheduled review.

Salary of the Pastor and other employed staff

The salary and other benefits and allowances of the pastor and staff employed will be paid through the LCA HRS system. The pastor and paid staff will make car travel claims and other claims for reimbursement (eg for expenditure on purchasing ministry items) through the HRS system.

The contribution of each congregation towards salary will be worked out as a percentage according to the number of Active Members over 18 in each congregation in the statistical report from the previous year. This will be reviewed and updated every 12 months.

Currently St Luke's would contribute 59% and St Peter's 41% of these salary costs and allowances in accordance with the conditions of the LCA Pastors Remuneration Schedules. This includes any research, travel and car allowances, superannuation, and the fringe benefit expense allowances of the pastor as well as work cover insurance.

Any expenses that the pastor is entitled to claim reimbursement for will be covered by the congregations at the same ratio as the contribution to the pastor's salary costs. Eg Synod, In-service training, conferences, work phone plan.

Manse Study and Office Equipment

The amount of expenditure for study equipment and supplies for pastor's study and/ office will be shared in the same ratio as the contribution to the pastor's salary costs. If the admin person is shared in the future, the ration of contribution will be negotiated at that time.

Should this MOU be dissolved, then the equipment in the pastor's study becomes the property of St Peter's, and the equipment in the staff offices at 436 Guinea St remains the property of St Luke's. These include items such as Desk and Chair, Photocopier, Computer, Bookshelves, Filing cabinet and Stationary consumables.

Other Property

For all other property that has not been mentioned above it is the responsibility of the local congregation to care for it.

Time of the pastor

The pastor will endeavour to share his time on a needs basis between St Luke's and St Peter's. It is understood that at times the needs in one congregation will exceed those in the other.

The Pastor will report to each church council at their scheduled meetings. (Preferably in writing.) This report will include the work and ministry he does in both congregations.

Manse

The pastor and his family will live in the St Peter's manse 373 Urana Road Lavington.

All activities and costs relating to maintaining the manse will be the responsibility of the St Peter's congregation. This includes renovations, as well as normal costs of insurance, water, sewerage, council rates, general maintenance.

St Luke's will contribute to St Peter's a proportion equal to its proportion of pastors' salary of the current market value of rental of the manse. (Eg as of April 2023, the average rental market rate of a four bedroom house in Lavington is \$477 per week and St Luke's would then pay 59% of that which is \$281 per week to St Peter's.)

This amount will be reviewed annually in July.

St Peter's will receive this amount and allocate it to cover all costs related to the manse.

The following costs are not covered by this fund and are the responsibility of the pastor.

Payment of Utilities (electricity and gas.)

The personal mobile plan of the pastor

The manse is the property of St Peter's and if it ever is sold, the proceeds from the sale will remain with St Peter's.

Service Times

Suggested Sunday Services times are:

St Peter's 8:45am

St Luke's 10:45am

(The earlier start at Lavington gives pastor 15 minutes extra to chat and connect after the worship service.)

The fifth Sunday will be an opportunity for a combined service at the suggested time of 9.30am.

The times of services will be reviewed 1 year from the implementation of the MOU or as needed but need not be changed if both parties are happy.

Special services will be held in consultation with the pastor and each congregation.

Call of a pastor

Each congregation will prepare their own congregational profile documents that accompany the call, these outline their expectations. A copy of the current MOU is to be included.

Representatives from both congregations will be represented on the call committee and also sign the call documents.

Both St Luke's and St Peter's members will be welcome to be fully involved in any call processes and meetings relating to the call of a pastor.

Review

A review of this MOU will be conducted every two years in consultation with the NSW and ACT Bishop. The Chairperson, the secretary, the treasurer and three other members (who balance the representation from each congregation) will form the review committee with the bishop. (Total 6)

The review should consider especially the following items:

- The salary of the pastor and staff ratio contribution of each congregation.

- The manse contribution.

- Times of service.

Dissolution

This memorandum of understanding may be dissolved when one congregation gives twelve months' notice to the other congregation in writing. The twelve-month period begins from the time the bishop first receives a copy of the letter. The bishop will attempt to resolve the issues that led to the desire to dissolve the memorandum of understanding, aiming firstly to encourage both parties to continue to honour the MOU. If after 12 months no such honouring of the MOU can be achieved, the MOU is dissolved.

Dissolution of either congregation

Should either congregation decide to dissolve in the future, that congregation will give the other congregation first option to their assets and the surviving congregation will provide appropriate pastoral care to any remaining members.

This Memorandum of Understanding between St Luke’s Lutheran Church Albury, and St Peter’s Lutheran Church Lavington, is agreed to by both congregations as indicated by our signatures below:

Representatives of St Luke’s Lutheran Church Albury

Chairperson

Name Signature

Secretary

Name Signature

Representatives of St Peter’s Lutheran Church Lavington.

Chairperson

Name Signature

Secretary

Name Signature

Pastor

I have read the above Memorandum of Understanding and agree to abide by it

.....(signature).

- A Copy to be held by:** The Secretary of St Luke’s Lutheran Church Albury,
- The Secretary of St Peter’s Lutheran Church Lavington
- The called pastor: Pastor
- The Office of the LCA NSW and ACT Bishop