

The corporate structure of Synod.

The ecclesiastical flow of doctrine and practice.

Nine Insights for discussion on the survey for the LCC Discussion Groups from Easter to June 30.

Based on the survey results regarding the restructuring of LCC, which support a major overhaul of our structure, the CCMS and LCC Board of Directors are offering the following points for discussion and information as a means of receiving additional input from the members of LCC to the CCMS and Board of Directors of the Synod:

- 1. The Survey gave clear indication that the respondents favour dissolving the Districts and restructuring the Synod to function with one Administrative structure, including the possibility of restructuring the circuits/regions geographically.***
- 2. The Survey indicated that the District CEFs ought to be merged into one Synodical CEF subject to legal review.***

- 3. The Survey respondents reaffirmed our practice that each congregation of Synod may cast two votes at a Convention (currently at District Conventions). The two votes are to be cast as follows: one vote to be cast by ONE OF ITS ROSTERED CHURCH-WORKERS, and ONE TO BE CAST BY A LAY PERSON. If the Districts are dissolved as indicated above, then the majority of Survey respondents were in favour of having every congregation in LCC be represented in this manner at subsequent National Conventions.**
- 4. The Survey showed that a majority of the respondents preferred having the Synodical Presidency divided into two separate positions: "Spiritual Leader" and "Administrator".**
- 5. The CCMS with the support of the Board of Directors of LCC would like to have a discussion across Canada by groups to explore the options for the title for the "Spiritual Leader". Note: A large majority of lay people preferred "President" and a large majority of the clergy preferred "Bishop".**

6. Although restructuring the training of deacons was shown to be a high priority for Survey respondents, it must be noted that the Board of Directors of LCC are currently involved in extensive discussions, consultations, and decision making regarding that restructuring and so any helpful ideas will be passed on directly to them. Any restructuring in this area will come about as a result of the Board of Directors action.

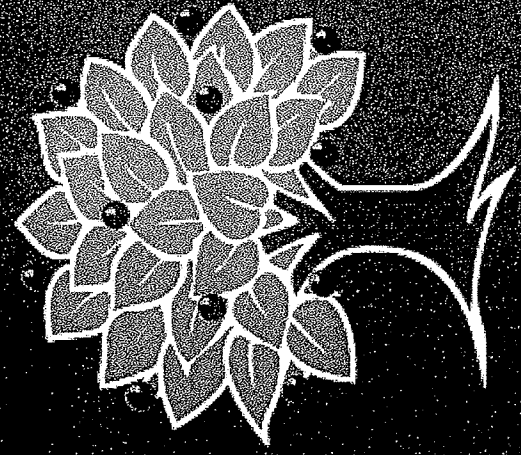
7. The question of the Seminaries was answered at the 2011 Synodical Convention where the direction was given to the Board of Directors by the Convention to implement a Memorandum of Understanding between the two Seminaries which would facilitate more cooperation and financial savings. This has been done, is in effect, and has resulted in financial savings, significant growth in the number of young men entering the Seminaries and an improved common curriculum between the Seminaries. Attached are the MOU and the 2014 Convention Resolution regarding the Seminaries.

8. The Survey indicated that respondents wanted a clarification of the relationship between the Lutheran Church-Canada and Concordia University of Edmonton. That clarification is currently being prepared by the Board of Directors and will be made available to the church at large in the near future.

9. The relationship between Lutheran Church-Canada and Canadian Lutheran World Relief is also being clarified and established by the Board of Directors of LCC at this time. Once the shape of this relationship is firmed up, the Board will communicate that relationship to the whole church.

The CCMS invites you to attend, arrange, or request a discussion group in your congregation or area. Please ask your pastor or circuit counsellor for the date and location of a discussion in your area or for assistance in arranging a discussion group that you can attend. At the end of June the CCMS will make recommendations based on the survey and these Canada-wide discussions.

Presented by
The Commission on Constitutional
Matters and Structure



For the Members of
Lutheran Church-Canada

Appendix 1: Seminary MOU Resolution 11.2.02a

Resolution 11.2.02a To Support the LCC Board of Directors and Synod's Seminaries as They Respond to Resolution 08.3.04

WHEREAS the synod authorized the Board of Directors (BOD) in Resolution 08.3.04 "To Implement a Cost Efficient Seminary Program for Lutheran Church-Canada;" and

WHEREAS the BOD established a Task Force to devise a cost-efficient seminary program; and

WHEREAS this Task Force presented its findings to the BOD in the report, "Task Force on Cost-Efficient, Sustainable Seminary Education" (Convention Workbook, p. G.34-G.66); and

WHEREAS the Task Force presented to the board further projections of income and expenses for both St. Catharines and Edmonton seminaries until the 2013-2014 school year; and

WHEREAS on April 14, 2011 representatives of the Boards of Regents of the two seminaries and the BOD signed a Letter of Intent outlining the progress toward developing a "Memorandum of Understanding and Agreement" (MOU); and

WHEREAS the intention of these three parties was "to continue negotiations in good faith with a view to developing and entering into a written MOU by the time of the Synod Convention in June 2011;" and

Appendix 1 (cont.)

WHEREAS these developments show the willingness of Concordia Lutheran Seminary, Edmonton, Concordia Lutheran Theological Seminary, St. Catharines, and the BOD to work toward sustainable, cost-efficient seminary training in Canada utilizing the existing two seminaries at their current sites; and

WHEREAS in order to effectively implement Resolution 08.3.04, many complex factors requiring extensive negotiations continue to take place so that Lutheran Church-Canada will have cost-efficient seminary training; therefore be it

RESOLVED that the synod in convention commend all parties involved for their efforts thus far, and for their commitment to continue negotiations in good faith, with the Board of Directors retaining the authority to approve and implement the agreements that are reached; and be it further

RESOLVED that we implore our gracious heavenly Father to direct all our decisions on this matter so that the labourers which He provides for His harvest field may faithfully reflect Christ as the only Light to the church and world; and be it finally

Appendix 1 (cont.)

RESOLVED that Overture 2.01 "To Provide a Cost-Efficient Seminary Education," Overture 2.02 "To Establish a Single Site Seminary Education on a single campus," Overture 2.04 "To Declare and Support Concordia Lutheran Seminary, Edmonton the Only Site for Seminary Education in Canada for Lutheran Church-Canada. Overture 2.05 "To Decline the Plan Proposed by the Task Force on Cost-Efficient Sustainable Seminary Education,;" and Overture 2.06 "To Consolidate Seminary Education at One Site" be respectfully declined.

Action: Adopted, Session 6

Appendix 2: Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING AND AGREEMENT

THIS AGREEMENT made in triplicate as of the 5th day of June, 2011.

BETWEEN:

LUTHERAN CHURCH-CANADA
(herein called "LCC")

OF THE FIRST PART

- and -

CONCORDIA LUTHERAN THEOLOGICAL SEMINARY-ONTARIO
AND
CONCORDIA LUTHERAN SEMINARY

(herein collectively called the "Seminaries" or individually called "Each Seminary")

OF THE SECOND PART

WHEREAS LCC was incorporated as a religious body pursuant to the Act to incorporate Lutheran Church-Canada 7-8 Eliz. II Chap. 68, S.C. 1959;

AND WHEREAS Concordia Lutheran Theological Seminary-Ontario was incorporated in the Province of Ontario by Letters Patent dated November 5, 1976;

AND WHEREAS Concordia Lutheran Seminary was incorporated by Chapter 72 of the Statutes of Alberta, 1984;

AND WHEREAS the Seminaries are each operating seminary programs to recruit, educate and form pastors, deacons, and other professional church workers to meet the pastoral needs of congregations sharing the ecclesiastical bond (the "Synod") with other entities who have accepted the principles, doctrines and religious standards of LCC as set out in the Constitution and Synodical By-laws of LCC;

AND WHEREAS the 2008 Convention of Lutheran Church - Canada in Resolution 08.3.04 resolved to create a cost efficient seminary program for the training of pastors for Lutheran Church-Canada and authorized the Board of Directors to implement a plan to fulfill this resolution

AND WHEREAS it is agreed between the parties that the Seminaries must work together to establish a system of complementary cost effective, sustainable seminary education;

NOW THEREFORE in consideration of the mutual covenants herein contained the parties agree as follows:

Revised May 18, 2011

OBJECTIVE

1. The parties agree to work together with the objective of achieving one system of complementary cost effective, sustainable seminary education.
2. The parties agree that the Seminaries will coordinate their activities so as to provide a full complement of training and educational services between them to individuals who wish to serve as pastors and professional church workers within the Synod.

CURRICULUM

3. The parties agree to work together to establish an integrated curriculum for the Seminaries so as to avoid duplication in delivery of programs as much as possible. Each seminary will identify courses to be offered residually taking into account the residency requirements established by accrediting agencies and didactic need.
4. The seminaries also agree to the use of telecommunication technologies to avoid or minimize duplication of training and educational services, as well as the use of alternate teaching methods in order to deliver cost efficient distance education courses and programs. The seminaries also agree to explore distributed learning models offered by ATS accredited schools.
5. The Seminaries agree to investigate compatible student information systems, enrollment and record keeping procedures that satisfy ATS standards and streamline cross-seminary enrolments and transfer credits.
6. All parties agree to coordinate activities so as to avoid duplication of administrative functions by creating single programs to serve both Seminaries in areas of recruitment, development, registration, support and maintenance of training and educational services.
7. The Seminaries agree to establish a program of professional education and ongoing training and guidance for faculty and instructors that will ensure a quality distance education program.

Appendix 2 (cont.)

FINANCE AND ADMINISTRATION

8. The Seminaries agree to adopt as an objective and to pursue initiatives so as to limit their combined operating budgets to an aggregate amount of \$1.45 million per annum by the 2012-2013 fiscal year including an annual contribution from LCC. The combined aggregate operating budget amount is to be reviewed annually.
9. All Parties agree to establish a joint committee composed of representatives of the Seminary Administrations, Board of Regents from each Seminary and the Board of Directors of LCC to oversee implementation of this MOU and to make recommendations to each Board of Regents and as necessary to the Board of Directors of LCC for action. This committee will also review the combined aggregate operating budget on an annual basis and may also explore further methods by which the parties may cooperate in achieving the objectives set out in this Memorandum of Understanding and Agreement. This committee will meet at least annually.
10. The Board of Directors of LCC will develop specific initiatives to enable the membership of the Synod to increase their support for seminary training in Lutheran Church - Canada, focusing specifically on our mutual responsibility to recruit suitable candidates for pastoral ministry and our mutual responsibility to ensure that the necessary financial resources are provided for high quality academic and pastoral formation of those candidates.
11. Lutheran Church-Canada Financial Ministries will coordinate development work for the endowment funds of each seminary, large gifts, and deferred gifts, while development staff at each seminary will focus attention on regular gifts, and strengthening personal relationships with faithful supporters.

OTHER

12. The parties agree to work together to investigate in further detail the steps that would be necessary to undertake a formal institutional merger which would entail one Board of Regents, one President, and a single administration.
13. The Boards of Regents of the seminaries will meet jointly on an annual basis. The parties agree to provide a joint report to LCC on the results of such meetings.
14. Details of the implementation of any activity resulting from this Memorandum of Understanding and Agreement shall be negotiated between the Seminaries as such specific cases may arise and will be outlined in Supplementary Agreements between the parties from time to time. Implementation of specific programs and activities under such Supplementary Agreements shall be subject to any constraints established by the constituting documents of such

Seminary and/or any requirements of any University of any Institute of Higher Learning with which that Seminary may have an affiliation or agreement.

15. Each party will be responsible for its own out-of-pocket expenses associated with the implementation of the terms and conditions of this Memorandum of Understanding and Agreement.
16. The parties agree to keep all information and material provided from one to the other as confidential, and not to disclose same to any other person, firm or corporation without the prior written consent of the other.
17. This Memorandum of Understanding and Agreement may be terminated at any time by any party, provided that a written notice of termination is first provided by the notifying party to the other parties prior to December 31st of a calendar year, with such termination to be effective as of June 30th of the following calendar year and further provided that any termination shall not have any effect on any arrangement in place between the Seminaries which has a fixed date for termination different from the effective date of the termination of this Memorandum of Understanding and Agreement.
18. All matters of difference in relation to this Agreement shall be submitted to arbitration by any party giving to the other parties written Notice of such difference (the "dispute") and Demand for arbitration. Unless the parties agree to refer the dispute to the arbitration of a single arbitrator, each party shall within thirty (30) days after the receipt of the Notice of appointment appoint an arbitrator. The decision of the single arbitrator or alternatively of any two of the three arbitrators so appointed shall be final and binding upon the parties and their respective successors and assigns, if the parties do not agree to refer the dispute to the arbitration of a single arbitrator, and if a party who has been notified of a dispute fails to appoint an arbitrator, then a third arbitrator shall be appointed by the President of Lutheran Church-Canada. The cost of the arbitration shall be apportioned between the parties to the dispute as the arbitrator may decide. Any decision of the arbitrators shall have the same force and effect as if it were an award made under The Arbitration Act (Manitoba).

Appendix 2 (cont.)

IN WITNESS WHEREOF the parties hereto have executed the Memorandum of Understanding and Agreement as of the date first written above.

CONCORDIA LÜTHERAN
THEOLOGICAL SEMINARY – ONTARIO

Per: [Signature]

Per: [Signature]

CONCORDIA LUTHERAN SEMINARY

Per: [Signature]

Per: [Signature]

LUTHERAN CHURCH-CANADA

Per: [Signature]
President

Per: [Signature]
Secretary