

MEMORANDUM OF AGREEMENT

between

the Synodical Council of the

Free Evangelical Lutheran Synod in South Africa (FELSISA)

and the Church Council

Northeastern Evangelical Lutheran Church in South Africa (NELCSA)¹

(is concluded becoming valid on 15 April 2020)

Background and Introduction

Being vacant for a number of years without the prospect of calling an own pastor in the near future, the church council of the Lutheran Church Verden-Dundee met with the church council of the Evangelical Lutheran Salem Congregation, Uelzen, to discuss whether Pastor Marlon Hiestermann could also serve the Lutheran Church Verden-Dundee with Word and Sacrament. In the light of this request, agreement was reached to table the following proposal at the Annual General Meeting of the Lutheran Church Verden-Dundee:

It is hereby proposed that Pastor Marlon Hiestermann, in his office as pastor of Salem Congregation Uelzen and of the FELSISA, *may serve the congregation with Word and Sacrament as its vacancy-pastor for a trial period of 1 year*. He administers this service *in accordance with his ordination vow*, with the awareness that the vacancy ministry presents an *exceptional situation of practice*. This exceptional situation is to be described and recorded in an agreement between the church councils of the FELSISA and the ELCSA (N-T).

This proposal was accepted on 3 March 2019.

Subsequently the Salem Congregation Uelzen tabled the request from Verden-Dundee at a Special Meeting of the congregation held on 17 March 2019. The meeting resolved:

Salem Congregation Uelzen votes in support of Verden-Dundee's request that Pastor M. Hiestermann serves, in addition to his duties at Uelzen, as vacancy pastor of Verden-Dundee, and thereby refers the possibility and extent of such vacancy ministry to the Pastors' Convention and the Synodical Council of the FELSISA.

The Pastors' Convention and the Synodical Council of the FELSISA welcomed the request from Verden-Dundee. Given the long term vacancy of the congregation, along with the exhaustion of other pastoral care options, they recognised the need and expressed the desire to meet this need, being faithful to the Lord's calling to extend His kingdom and care for His flock. As no pulpit and altar fellowship has been declared between the

¹ Previously *Evangelical Lutheran Church in South Africa (Natal-Transvaal)* – ELCSA (N-T)

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FELSISA and the ELCSA (N-T) care should be taken not to give offence and create the impression that thereby church fellowship is established or practiced. Any agreement would apply only to the members of the Verden-Dundee congregation in this exceptional situation of pastoral care.

The Church Council of the ELCSA (N-T) welcomed the good relationship between congregation members of the area. It also welcomed the cooperation between the congregations and their quest to work closer together and to help each other. It noted with gratitude that Pastor Marlon Hiestermann is prepared to accompany the congregation Verden-Dundee.

Agreement

The Synodical Council of the FELSISA and the Church Council of the NELCSA subscribe to the following agreement:

1. Pastor Hiestermann's service in Verden-Dundee is bound to the Foundational Articles (§1.1) and the Life Norms and Values (§5) of the FELSISA Constitution, to which Pastor Hiestermann subscribed with his ordination vow.
2. Since the members of the Verden-Dundee Congregation have requested the pastoral care of Pastor Hiestermann as vacancy caretaker the administration of the Lord's Supper in this congregation is assigned to Pastor Hiestermann by the church council of the NELCSA and the synodical council of the FELSISA as set out in the above-mentioned articles.
3. The Lord's Supper is administrated in the awareness that
 - a. our Lord Jesus Christ himself invites to Holy Communion (words of institution) and that all his children, especially the weak, troubled and distressed, are invited to be united with him in this meal;
 - b. the ordained pastor, as the servant of Christ, is entrusted with the mysteries of God (1 Cor.4:1), which compels him (i) to administrate the sacrament according to the words of institution that in this sacrament we receive the body and blood of Christ, given and shed for the forgiveness of sins, (ii) encourage communicants to examine themselves before eating of the bread and drinking of the cup, (iii) to pastorally guide those who may receive this sacrament in an unworthy manner and (iv) to continually highlight that all communicants through their participation proclaim the Lord's death for their salvation and that this meal is a foretaste of the meal to come in Christ's kingdom, which has no end.
4. Although being served by a pastor of the FELSISA, the congregation Verden-Dundee remains part of NELCSA and adheres to the constitution and congregational code of NECLSA. Section 3(2) of the Congregational Code emphasises the importance of the involvement, not only of the pastors, but all of its members in fulfilling the calling of the congregation, and of the joint leadership by pastor and congregational council. For that reason, close co-operation and consultation between the congregational council and the vacancy caretaker in all matters that concern this care taking is essential. As far as possible consensus

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should be sought in all decisions taken within the congregation. Where this is not possible the NELCSA Dean overseeing the congregation (currently Dean Hugo Filter) should be informed and invited to a meeting.

5. Being an extraordinary situation, matters of uncertainty, or conflict between the congregations Verden-Dundee, Uelzen, and the Pastor are to be discussed involving the vacancy pastor, the NECLSA Dean overseeing the congregation, the congregational council(s) and the bishops of the NELCSA and the FELSISA.
6. This agreement should not create the impression that church fellowship has been established between the FELSISA and the NELCSA. In view of this the vacancy caretaking should not be prolonged indefinitely, but a permanent solution should be sought. A trial period of one year is agreed to, after which the agreement can be renewed.
7. Apart from the Church Councils both parties, the Verden-Dundee congregation and Pastor Hiestermann, reserve the right to terminate this arrangement.

The wish is expressed that the Church Councils of the FELSISA and the NELCSA draw up an agreement that covers similar situations that may occur in future whilst no church fellowship exists, always endeavouring to overcome what divides the two churches, based on the Word of God and the Lutheran Confession.

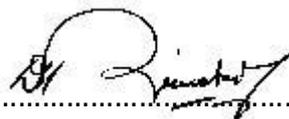
Place: Pietermaritzburg

Date: 23 March 2020



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Bishop Horst Müller

On behalf of the Church Council
of the ELCSA (N-T)



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Bishop Dieter Reinstorf

On behalf of the Synodical
Council of the FELSISA

Addendum to the “MEMORANDUM OF AGREEMENT between the Synodical Council of the Free Evangelical Lutheran Synod in South Africa (FELSISA) and the Church Council of the Northeastern Evangelical Lutheran Church in South Africa (NELCSA)

Prepared by the vacancy pastor, Pastor Marlon Hiestermann, and approved by Bishop H. Müller and D. Reinstorf.

(In regards to §2. therein)

Given the confessional stance of the FELSISA, a very specific ecclesiastical understanding accompanies me in the administration of the Lord’s Supper in this exceptional case of pastoral care, should it be agreed to. The Pastors Convention of the FELSISA, in its agreement to the request by Verden-Dundee, expressed the following wording: “[T]he administration of the Lord’s Supper at [Verden-Dundee] is assigned to Pastor Hiestermann alone” (emphasis added). The restriction of administration of the Sacrament to me, the vacancy caretaker from the FELSISA, is specifically chosen because of the precedent that would be set by the act of clergy from both churches (the FELSISA and the NELCSA) administering the Sacrament to/at this congregation during the vacancy ministry. I thus find it needful to stress that – even with the structured framework of the agreement, with its explicit mention that “[t]his agreement should not create the impression that church fellowship has been established between the FELSISA and the NELCSA” (Memorandum, §6) – I do see facets of church fellowship being created by shared administration of the Lord’s Supper. This aspect is expressed in the Foundational Articles (§1.1.2 Church Fellowship) and the Life Norms and Values section (§5.5.9 Holy Communion: Communing Guests, first paragraph) of the FELSISA Constitution, to which my service is bound according to §1. of the Memorandum.

It is noted with deep respect that the NELCSA has a different understanding of church fellowship. But this is precisely why I find it necessary to highlight this issue, as the FELSISA’s teaching of church fellowship is agreed upon in §1. of the Memorandum. Given that the Memorandum states that a. “administration of the Lord’s Supper in this congregation is assigned to” me (§2.), that b. “matters of uncertainty, or conflict between the congregations Verden-Dundee, Uelzen, and the Pastor are to be discussed involving the vacancy pastor, the NELCSA Dean overseeing the congregation, the congregational council(s) and the bishops of the NELCSA and the FELSISA” (§5.) and that c. “close co-operation and consultation between the congregational council and the vacancy caretaker in all matters that concern this care taking is essential” (§4.), it is thereby laid out and structured for me to be consulted in the case that other clergy (besides me) would administer Word and Sacrament to/at this congregation. It is thus requested that the confessional stance of the FELSISA and its teaching of church fellowship is noted and given due consideration upon signing the Memorandum of Agreement, as well as during the ensuing vacancy ministry.

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