

EMPLOYMENT AGREEMENT

This agreement is made as of _____ (date) by and between Life Church, Inc., a Wisconsin 501(c)(3) Nonstock Corporation (the "Church"), with its principal office at W164 N11325 Squire Drive, Suite 5A, Germantown, Wisconsin 53022, and _____ (the "Employee"), an individual, who is a resident of Washington County, Wisconsin.

WHEREAS, the Church desires to employ Employee as _____ (title);

WHEREAS, Employee desires to undertake such employment;

WHEREAS, the Parties desire to define the terms of the employment relationship between the Parties; and

WHEREAS, the Church desires to protect its investment in the development of Life Church, Inc.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and for good and valuable consideration consisting of employment by Life Church, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **At Will Employment.** Employee's employment with the Church is at will, and the Church or Employee may terminate this Agreement at any time for any reason, with or without cause, and with or without advance notice. The employment at will relationship may not be modified except in a writing signed by the Senior Pastor of Life Church, Inc. and Employee.

2. **Position of Employment.** The Church will employ Employee as _____ (title). Employee will report to and take direction from the Executive Pastor of the Church.

3. **Compensation and Benefits.**

a. **Salary.** Employee shall be paid reasonable compensation in accordance with Wisconsin and federal law. Any future increases in Employee's compensation shall be at the sole discretion of the Board of Directors, and nothing herein shall be deemed to require any such increase.

- b. Employee Benefits. Employee shall be eligible to participate in all employee benefit plans, policies, programs, or perquisites in which other Church employees participate. The terms and conditions of Employee's participation in the Church's employee benefit plans, policies, programs, or perquisites shall be governed by the terms of each such plan, policy, or program.
- c. Reasonable Compensation. If Employee qualifies as a disqualified person, as such term is defined by the Internal Revenue Code and related regulations, Employee's compensation shall be subject to review by the Church's Compensation Review Board to determine whether such compensation is reasonable.

4. **Confidential Information**. Employee acknowledges that in the course of his employment with the Church, he may learn confidential information regarding the Church, its congregation, or its officers, directors, employees, or agents. Employee agrees not to disclose or use in any manner any such confidential information, except as necessary to carry out Employee's duties on behalf of the Church. Employee further agrees not to cause the transmission, removal, or relocation of confidential information from the Church or any location where such information may be stored by the Church without prior written approval of the Senior Pastor. Employee shall not photograph, record, transcribe, or otherwise preserve any image, likeness, or similar item involving Church activities or individual employees or congregational members, except with the express permission of the Senior Pastor. Employee shall keep confidential all communications made by parishioners seeking pastoral guidance and shall not disclose such information to any person or entity. **Employee shall report any reasonable suspicion or belief of the abuse, neglect, or exploitation of any minor child to the Senior Pastor. Employee agrees to cooperate in a report to or investigation by any law enforcement agency or Child Protective Services. Nothing in this agreement shall prevent Employee from making a direct report of abuse, neglect, or exploitation directly to Child Protective Services or an appropriate law enforcement agency.** This paragraph shall be applicable during and after Employee's employment, in perpetuity.

5. **Works Made For Hire**. Unless Employee enters into a separate intellectual property agreement with the Church, Employee agrees that all sermons, musical compositions, writings, skits, scripts, characters, characterizations, videos, audio, performances, and creative work of every kind and nature that Employee may write, perform, collaborate on, or participate in while working for the Church, is a work made for hire as such term is defined by U.S. Copyright law. Thus, all rights, including copyrights, performance rights, and royalty rights, to such works belong to and are the exclusive property of the

Church completely and absolutely. No other person or organization, including Employee, has any right to exploit or use the same for any purpose or by any method.

6. **Full Time Employment.** While employed by the Church, Employee shall devote his full time best efforts to the Church, and he will not engage in any other employment without the prior written approval of the Senior Pastor.

7. **Agreement Not to Compete.** During the time he/she is employed by the Church, and for a period of two years after such employment with the Church terminates, Employee agrees that he/she will not, without the prior written consent of the Church, affiliate as a pastor, officer, director, employee, or agent with another church within thirty miles of any Life Church location, including the Germantown location, the Brookfield/Pewaukee location, any other future Church location, and in the City of Milwaukee, Wisconsin.

THE PARTIES ACKNOWLEDGE AND AGREE THAT THE FOREGOING RESTRICTIONS ARE A REASONABLE AND APPROPRIATE MEANS OF PROTECTING THE CHURCH'S PROPER INTERESTS, AND SUCH RESTRICTIONS WILL NOT UNREASONABLY INTERFERE WITH EMPLOYEE'S ABILITY TO MAKE A LIVING.

8. **Non-Disparagement.** The Parties mutually agree that they will not disparage, defame, or otherwise detrimentally comment upon or about the other Party's activities, and Employee further agrees that he will not disparage, defame, or otherwise detrimentally comment upon or about the individual officers, directors, or employees of the Church in any manner. Employee agrees that any such comment shall cause serious damage to the Church and/or its individual officers, directors, or employees.

9. **Injunctive Relief.** Employee acknowledges and agrees that a breach of this Agreement by him shall cause the Church to suffer irreparable harm for which remedies at law will be inadequate. In the case of any breach or threatened breach of this Agreement by Employee, the Church shall be entitled to immediate injunctive relief or a decree of specific performance of this Agreement, in addition to any other remedies provided by law and without being required to prove irreparable harm or special damages.

10. **Notices.** All notices and other communications required or permitted by this Agreement to be delivered by the parties shall be delivered in writing to the addresses shown below, either personally, by facsimile transmission, by email, or by registered, certified, or express mail, return receipt requested, postage prepaid, to the address for such party specified below or to such other address as the party may from time to time

advise the other party, and shall be deemed given and received as of actual personal delivery, on the first business day after the date of delivery shown on any such facsimile or email transmission, or upon the date or actual receipt shown on any return receipt if registered, certified, or express mail is used.

If to the Church:

Life Church, Inc.
Attention: Senior Pastor Aaron Cole
W164 N11325 Squire Drive, Suite 5A
Germantown, Wisconsin 53022

If to Employee:

_____ (name)

11. **Entire Agreement; Modifications.** This Agreement is the entire agreement between the parties in relation to Employee's employment with the Church. This Agreement may not be modified except in a writing signed by all parties hereto.

12. **Assignment.** The parties agree that this Agreement is personal to the Church and Employee and cannot be assigned by either party without the written consent of the other.

13. **Severability.** If any provision of this Agreement or any application thereof shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of other provisions of this Agreement or of any other application of such provision shall in no way be affected thereby. If a court of competent jurisdiction should decline to enforce any provision on the ground that it is overly broad or unreasonable, that provision shall be narrowed only to the extent required so that it may be enforceable under Wisconsin law.

14. **Waiver of Rights.** No waiver by the Church or Employee of any right or remedy hereunder shall be deemed to be a waiver of any other right or remedy or of any subsequent right or remedy of the same kind.

15. **Captions.** Any captions and headings are purely for the convenience of the reader and shall not be used to interpret or construe this Agreement.

16. **Counterparts.** This Agreement may be executed in separate counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one instrument.

17. **Governing Law.** The interpretation of this Agreement and the obligations hereunder are governed by the laws of the State of Wisconsin, and any action brought to enforce any right or obligation under this Agreement shall be subject to the exclusive jurisdiction of the courts of the State of Wisconsin.

IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the date first written above:

_____ (name)

_____ (signature)

AND

Life Church, Inc.

By:

Aaron Cole, President and Senior Pastor