

[FOURSQUARE LETTERHEAD]

<<DRAFT>> CONTRACT FOR EMPLOYMENT

The [<<Name of Church>>] (the “Church”) a division of the FOURSQUARE GOSPEL CHURCH OF CANADA, hereinafter referred to as “Employer”, and [<<Name of Employee>>] hereinafter referred to as “Employee”, in consideration of the mutual promises made herein, agree as follows:

1. EMPLOYMENT

Acceptance of Employment

1.01 The Employer hereby employs the Employee and the Employee hereby accepts employment with the Employer on the terms and conditions as stated herein for the Position as outlined in Section 2. For the purposes of this Agreement, “Employer” includes both the Church and the Foursquare Gospel Church of Canada, as the circumstances and context determine.

Term of Employment

1.02. Subject to this Agreement, the term of employment will commence on [<<Enter Date of Commencement of Employment>>] and will continue until such time as it is terminated pursuant to this Agreement.

1.03. Unless we have expressly agreed otherwise, the first [<<Enter Length of Probation>>] of the Term will be a probationary period (the “Probationary Period”) in which the Employer can terminate this Agreement for any reason, whatsoever. The Employee will not be entitled to any compensation of any nature (other than regular salary/benefits for the time having been worked) if this Agreement is terminated during the Probationary Period.

2. DUTIES OF THE EMPLOYEE

Position Description and Duties

2.01. The Employee is hereby hired to perform services for the Employer in the capacity of [<<Enter the Name of the Position>>]. In such capacity, the Employee’s duties shall be those as outlined in the Job Description as attached hereto as Schedule “A”. The job is referred to as the “Position” in this Agreement.

Time and Attention

- 2.02 The Employee agrees to devote his/ her primary attention and energy to the performance of the Employee's duties pursuant to this Agreement, and shall perform such duties to the best of the Employee's ability.

Adherence to Policies

- 2.03 The Employee at all times during the performance of this Agreement shall strictly adhere to and obey:
- (a) all of the Employer's Policies and regulations governing the conduct of employees of the Employer, including the contents of the Employer's Administrative Manual, now in effect or as subsequently modified or enacted by the Employer;
 - (b) the Constitution and Bylaws of the Employer;
 - (c) the guidance and direction of the Board of Directors (the "Board") of the Employer and the immediate supervisor (the "Administrator"), to whom the Employee will report. The identity of the Administrator may change from time to time, in the discretion of the Employer.

Membership in the Foursquare Gospel Church of Canada

- 2.04. The Employee acknowledges and agrees that the Position is one of Christian ministry within the Foursquare Gospel Church of Canada and that membership in good standing in the Foursquare Gospel Church of Canada and adherence to the fundamental faith and religious beliefs of the Foursquare Gospel Church of Canada, including the contents of the document entitled *This We Believe* compiled by Aimee Semple McPherson, is essential to the proper performance of the duties of the Position. The Employee must conduct his/her self, at all times whether on or off duty, in accordance with the religious beliefs and teachings of the Foursquare Gospel Church of Canada.

Performance of Duties

- 2.05. The Employee agrees to perform all reasonable services to properly complete the duties as set out in the Job Description for the Position, attached as Schedule "A". The Employee acknowledges and agrees that Schedule "A" is a general description of the Position and that he/she shall perform all required roles and functions that are consistent with it although not specifically referenced in it. The Employee agrees that the Employer may amend or add to Schedule "A" and that the Employee will not be constructively dismissed from their employment as a result of the Employer amending or adding to Schedule "A."

Assignment of New Position In New Location

2.06 The Employee agrees that the Employer has the right to reasonably adjust the responsibilities of the Position and/or appoint him/her to another employment role within the Employer's organization suitable to his/her experience, skills and education (a "New Position"). The terms of this Agreement will continue to apply to him/her and the Employer if, either by mutual consent or at the direction of the Employer, he/she is reappointed to a New Position. The Employee hereby agrees that being reappointed to a New Position, at the sole discretion of the Employer, is a term of his/her employment and that he/she is covenanting with the Employer that he/she will not be constructively dismissed if so appointed. A New Position may include the addition, reduction or substitution of responsibilities and may include an adjustment to the salary, benefits or other compensation payable to the Employee. A New Position may either be temporary or permanent and may include the addition of duties, which may be, as an example, assigning the Employee to act as a Unit Supervisor on behalf of the Employer for a period of time in the discretion of the Employer. If the Employee is appointed to a New Position, the job description of the New Position will be defined as the "Position" for the purposes of this Agreement.

Housing

2.07 The Employee is responsible to arrange for his/her own housing. The Employer is not responsible for any costs or loss incurred by the Employee that is or may be associated with the purchase and/or sale of the Employee's residence or any other assets that the Employee may have to sell if he/she is reappointed to a New Position or another geographical location or if the place of residence is changed for any reason related to his/her employment.

Satisfactory Performance of Duties

2.08 The Employer may conduct periodic performance evaluations of the Employee to determine satisfactory performance by the Employee of his/her duties and continued agreement with the religious teachings of the Foursquare Gospel Church of Canada.

Obligations to Third Parties

2.09 The Employee warrants and represents that he/she has the ability to enter into this Agreement, that entering into and performing under this Agreement will not violate the Employee's agreement with any third party, and that there exists no restrictions or obligations to any third parties which will restrict the Employee's performance of duties under this Agreement.

3. COMPENSATION

3.01 As compensation for the services rendered by the Employee under this agreement,

- the Employee will be paid a salary as outlined in Schedule “B”, less deductions for income tax and other deductions as may be required by statute, regulation, or as agreed upon between the parties from time to time.
- 3.02 The Employee will also receive benefits, which will be paid in accordance with the policies of the Employer as referenced in this Agreement and such other policies as may be adopted or amended by the Employer from time to time.
- 3.03 The Employee shall be entitled to paid vacation in accordance with the Employer’s Administrative Manual. Vacations may be granted at times requested by the Employee. However, the Employer reserves the right to determine or approve the vacation time in order to ensure the efficient and orderly operation of its business
- 3.04 If the Position is one of a pastor, teacher, manager or administrator of any kind, the Employee will not be entitled to any compensation for overtime worked or for working on weekends or on a statutory holiday, except to the extent such overtime compensation is required by the employment standards legislation of the place where the Employee primarily works.
- 3.05 If the Employer assigns the Employee to a New Position with added responsibilities (which may include, for example, assigning the Employee to act as a Unit Supervisor), the Employer may increase the salary payable to the Employee. The parties agree that if such an assignment occurs, such increased salary will only be paid during the period of time that the Employer permits or requires the Employee to act in that New Position with added responsibilities. If the Employer subsequently reassigns the Employee and removes those added responsibilities, the salary will be returned to the level it was before the initial reassignment and the Employee will not be constructively dismissed as a result of or connected with either the reassignment or the adjustments in salary.

Effect of Termination on Compensation

- 3.06 In the event of termination of employment, the Employee shall be entitled to accrued salary, benefits, and vacation earned prior to the date of termination as provided for in Section 3, computed pro-rata up to and including the date of termination. Other than as may be provided herein to the contrary, the Employee shall be entitled to no further compensation following such date of termination.

4. CONDITIONS OF EMPLOYMENT

Personal Benefit

- 4.01 It is a conflict of interest for the Employee to solicit funds, personal gifts or loans from those that he/she may serve. The Employee shall not accept any personal

gift or honorarium arising out of or in any way related to his/her employment that has a value greater than \$1,000 or a series of gifts within any 12 month period that aggregately has a value greater than \$1,000, without the permission of the Employer.

- 4.02 This provision does not prohibit the Employee from accepting a gift upon the termination of his/her service with a congregation or school provided that the particulars of the gift are reported to the Administrator immediately and the Administrator approves his/her acceptance of it.

Annual Commitment

- 4.03 The Employee shall be required to execute a Ministerial License Renewal, inclusive of a commitment to the Employer's code of ethics and statement of religious commitment, as provided by the Employer, on an annual basis.

5 TERMINATION

- 5.01 After the end of the Probationary Period, if the Employer terminates this Agreement the Employer will provide the Employee with working notice or severance or termination pay that is required by the applicable provincial employment standards legislation (as amended from time to time), but shall have no further obligation to provide the Employee with working notice, severance or damages in lieu of working notice.
- 5.02 If terminated for Cause (as defined below), the Employee will not be entitled to any written notice of termination or any severance or termination pay under this Agreement.
- 5.03 The Employee agrees that he/she shall not be entitled to any other period of written notice of termination or payment of severance or termination pay arising from the Employer's termination of this Agreement other than as set out in this Agreement.

Termination for Cause

- 5.04 For the purpose of this Agreement, "Cause" means the right and privilege of the Employer to terminate this Agreement for misconduct or nonperformance by the Employee of any of the Employee's duties of the Position under this Agreement, and includes but its not limited to any circumstance in which the Employee:
- (a) is convicted of or pleads guilty to any crime, whether it be an indictable offence or punishable on summary conviction;
 - (b) uses illegal or illicit narcotics, or abuses alcohol or drugs (whether

prescription, or over the counter medications) or other such substances;

- (c) willfully misappropriates assets, money or supplies of the Employer with an aggregate value of over \$5.00 for his/her own benefit or for the benefit of third parties;
- (d) after reasonable notice from the Employer, continues to engage in any activity or opportunity for personal gain, benefit or pleasure that is inconsistent with the religious objectives of the Employer or in any way interferes with the his/her obligations and duties under this Agreement;
- (e) willfully deceives the Employer or any member, officer or employee of the Employer or of any of the affiliated or related entities of the Foursquare Gospel Church of Canada;
- (f) after reasonable notice and with reasonable opportunity to cure and/or correct, fails in any material way to perform the normal and customary duties set out herein or breaches any duty owed to the Employer;
- (g) fails to maintain a Christian lifestyle and live in full accordance with the fundamental faith and religious beliefs of the Foursquare Gospel Church of Canada; or
- (h) acts in contravention of clause 4.01 to any degree;
- (i) acts in contravention of the Employer's Administrative Manual.

Termination by Employee

5.06 The Employee agrees to provide the Employer with at least 4 weeks of notice of the termination of his/her employment. If the Employee terminates this agreement, he /she will not be entitled to any compensation or payment under section 5 of this agreement.

5.07 If the Employee accepts employment with another employer, the Employee agrees:

- (a) To provide written notice to the Employer of the date on which the Employee intends to commence employment with the new employer; and
- (b) That this Agreement shall be terminated on the latter of the date provided in the written notice and the actual date he/she commences employment with the new employer.

6. DISPUTE RESOLUTION PROCEDURE

Mediation

- 6.01 The Employee confirms his/her commitment to the teachings of 1 Corinthians 6:1-8 and agrees that any dispute that arises out of or relating to this Agreement or a breach thereof, will first be determined in accordance with the policies of the Employer existing at the time of the dispute and thereafter by mediation. If, after he/she has followed the Employer's policies and the matter has not been resolved, either party will be entitled to give notice and require that the dispute be referred to mediation. Within five (5) days following notice of mediation, or such other further period as may be agreed upon, the parties will use their best efforts to appoint a single mediator. Both parties shall attend at a mediation session with and as determined by the mediator and conduct negotiations in a Christian manner and in good faith to resolve the dispute. If the dispute has not been resolved within twenty (20) working days from the commencement of the mediation or such other further period as may be agreed upon, either party may terminate the mediation.

Arbitration

- 6.02 If a mediation is not successful, the parties proceed with arbitration if so elected by the Employer. The arbitration shall be conducted in accordance with the agreement of the parties and the parties will agree on the appointment of an arbitrator (no more than three arbitrators shall be appointed). The arbitration shall follow any procedures for alternative dispute resolution adopted by the Employer at any time.

7. CONFIDENTIALITY

- 7.01 The Employee will not, except in the proper course of his/her duties, directly or indirectly divulge, use, disclose or communicate to any person, firm or corporation, and will use his/her best efforts to prevent the unauthorized publication or disclosure of any information or data concerning the Employer, the members or employees of the Foursquare Gospel Church of Canada or any other persons that the Employee serves in the course of the Position. This is a continuing obligation and remains operative and in full force and effect and will survive the expiry of the Term or the termination of this Agreement by either party for any reason.

8. GENERAL PROVISIONS

Assignment

- 8.01 The Employee will not assign his/her rights and/or obligations under this Agreement. The Employer's rights and obligations under this Agreement are assignable, at the option of the Employer, to any subsidiary or entity affiliated with or related to the Foursquare Gospel Church of Canada, such affiliation or relation to be determined by the Employer, in its sole discretion.
- 8.02 The terms of this Agreement will be binding on and be enforceable by the parties and their respective administrators, executors, legal representatives, heirs, successors and permitted assigns.

Partial Invalidity

- 8.03 If any term or terms of this Agreement shall be invalid or unenforceable to any extent, the remainder of this Agreement or application of such term, covenant or condition to a party or circumstance, than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant and condition of this Agreement will be valid and will be enforceable to the fullest extent permitted by law.

Waiver

- 8.04 No waiver by the Employer of any default in performance on the Employee's part and no waiver by the Employer of any breach or series of breaches of any of the terms, covenants and conditions of this Agreement shall constitute a waiver of any subsequent or continuing breach of such terms, covenants or conditions. The Employer's failure to assert any claim in a timely fashion for any of its rights or remedies under this Agreement shall not be construed as a waiver of any such claim and shall not serve to modify, alter or restrict the Employers rights to assert such claim at any time thereafter.

Notice

- 8.05 Any notices to be given by either party to the other may be effected either by personal delivery in writing or by mail, registered and certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at their last known addresses as appearing on the books of Employer.

Entire Agreement

- 8.06 This agreement supersedes any and all other agreements, either oral or written, between the parties with respect to the employment of the Employee by the Employer, and contains all of the covenants and agreements between the parties with respect to such employment whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement,

or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing and signed by the party to be charged.

Law Governing Agreement

8.07 This agreement shall be governed by and construed in accordance with the laws of the Province of <<Enter Employer Province>>].

Conflicts

8.08 If there is any conflict between this agreement and the Employer’s policies, this agreement shall take precedence over all such policies.

THIS AGREEMENT is entered into on this <<Enter Number of Date>>] day of <<Enter Month>>], <<Enter Year>>], in the City of <<Enter City and Province of Employer>>].

<<Name of Church>>] a division of
Foursquare Gospel Church of Canada

Witness

Per: <<Name of Supervisor>>]
EMPLOYER

Witness

Per: <<Name of Employee>>]
EMPLOYEE