



## **PASTORAL CONSULTING AGREEMENT**

This Consulting Agreement (the "Agreement") is made and entered into effective May 1, 2020; (the "Effective Date"), between White Rock Community Church ("Company") and Rev. Douglas Shaffer ("Consultant"), and sets forth the general terms and conditions under which Consultant will provide services to Company.

### **Article I. Services and Compensation**

- 1. Engagement:** Company engages and retains Consultant to support White Rock Community Church (WRCC) leadership as it transitions from the leadership of Rev. Douglas Shaffer, as Lead Pastor, to leadership under Assistant Pastor Todd Bacon to an Interim Pastor. This agreement is subject to the ratification of the Congregation when it is next able to hold a Congregational Meeting. This agreement is made with the approval of the Church Council, acting as the Congregation between Congregational Meetings as defined in the White Rock Community Church By-Laws, during the Covid-19 pandemic crisis. A detailed list of the Consulting Services is attached and incorporated in this Agreement as Exhibit A.
- 2. Compensation:** For the Services rendered by Consultant under this Agreement, Company will pay Consultant a bi-weekly fee of \$2740.
- 3. Expenses:** Consultant will be responsible for all expenses incurred in performing the Consulting Services, except as otherwise mutually agreed by the Parties in advance.
- 4. Billing:** Consultant will invoice Company a minimum of two business days prior to the payroll cycle; listing the status of the projects, detailing what has been completed and expected next steps with deadlines. Separately any pre-authorized out-of-pocket expenses incurred will be filed using the appropriate forms with receipts and prior approval letter.
- 5. Payment:** Company will pay the Consultant during the normal payroll cycle in compliance with step 4.

### **Article II. Term and Termination of Agreement**

- 1. Term:** This Agreement will be effective on the Effective Date and will continue until terminated (the "Term") by either party for any reason at any time, with acknowledgement that this agreement will terminate no later than the final pay period in October 2020.
- 2. Rights upon Termination:** In the event of termination of this Agreement, Company will be under no obligation to Consultant except to pay Consultant the Fees earned and reimburse Consultant any preauthorized out-of-pocket expenses incurred through the termination date.



### **Article III. Representations of Consultant**

1. **License:** Consultant represents and warrants that Consultant currently holds any license, certificate, or business permit required by federal, state, or local law to provide the Services. Consultant further agrees to remain duly licensed or certified to provide the Services throughout the duration of this Agreement.
2. **Authorization to Work:** Consultant represents and warrants that Consultant is lawfully eligible to provide the Consulting Services to the Company in the United States.

### **Article IV. Status of Consultant**

1. **Independent Contractor Relationship:** The Parties agree and understand that Consultant is associated with Company only for the purposes and to the extent set forth in this Agreement, and Consultant's relation to Company will, during the period of Consultant's association with Company and Consultant's performance of the Consulting Services, be that of an independent contractor. Consultant will be solely responsible for the methods, details, and manner in which Consultant renders the Consulting Services. Company will not exercise, and will not have the right to exercise, any control or direction over the methods, details, and manner by which Consultant will provide the Consulting Services. This Agreement will not be construed as an agreement of employment, partnership, joint venture, or any other form of business entity.

Accordingly, Consultant understands and agrees that no employee or agent of Consultant will be considered, under the provisions of this Agreement or otherwise, an employee of Company. Consultant agrees not to represent to any person as being an employee of Company. Neither Party will have the authority to bind the other in any respect. Consultant agrees and acknowledges that Consultant will be solely and entirely responsible for Consultant's acts, including acts of omission, during the performance of the Consulting Services.

2. **Taxes/Indemnification:** Company will provide Form 1099 to Consultant for amounts paid to Consultant for providing the Consulting Services during each tax year. Consultant will pay any and all federal income taxes, social security taxes, and federal or state unemployment taxes, and any costs incurred in obtaining and maintaining any licenses, certificates, or business permits required by federal, state, or local law to provide the Consulting Services. Consultant agrees and understands that Consultant will not be entitled to reimbursement from Company for such taxes or expenses and that Consultant will not be treated as an employee of Company with regard to workers' compensation benefits, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, income tax withholding, or any other federal, state, or local law or regulation, or for purposes of the employee-benefit provisions described in the Internal Revenue Code. Consultant specifically acknowledges that Consultant will not be eligible to participate in any employee-benefit programs or plans sponsored or administered by Company.

3. **Non-exclusive Relationship:** Consultant may perform services for or contract with as many additional clients, persons, or companies as Consultant, in Consultant's sole discretion, sees fit.

4. **Risk of Loss:** The risk of loss in Consultant's business will be borne entirely by Consultant. Company will have no right or duty to inquire as to the profit generated by Consultant in the performance of Consultant's business.



5. **Equipment:** Consultant will supply any tools, materials, supplies, or equipment necessary to provide the Services.

### **Article V. Confidential Information and Non-Disclosure**

1. **Definition of Confidential Information:** For purposes of this Agreement, “Confidential Information” means all of Company’s information and data; marketing plans; donor and donor contact lists (in any medium); contractual terms with other entities; research and development, business projects, strategic business plans, and strategies; confidential or proprietary information of any other party with whom Company agrees to hold information in confidence; and any other confidential information concerning Company that gives it a competitive advantage that is not publicly available. Confidential Information does not include any information that becomes generally available to the public other than as a result of a disclosure or wrongful act of Consultant; was available to Consultant on a non-confidential basis before its disclosure by Company either during the Term or when Company employed Consultant; or becomes available to Consultant on a non-confidential basis from a source other than Company, provided that such source is not bound by a confidentiality agreement with Company. Consultant acknowledges and agrees that Confidential Information is proprietary and Company’s exclusive property. All work product of the Consultant for or in support of the Company is considered property of the Company.

2. **Nondisclosure:** Although Consultant will not be the agent of Company, the relationship existing under this Agreement is expressly understood to be of a confidential nature and Consultant will have a fiduciary duty to Company with respect to the Confidential Information. During the Term and at all times thereafter, Consultant therefore will not directly or indirectly (i) use any Confidential Information, except as necessary to properly provide the Consulting Services; (ii) disclose any Confidential Information in any manner not contemplated by this Agreement to any person or entity who is not an officer, director, employee, or legal counsel of Company or an affiliate; or (iii) disclose any Confidential Information in any manner not contemplated by this Agreement to any other person or entity unless previously authorized in writing by Church Council Chair. In the event Consultant is served with a subpoena or it appears that Consultant will be compelled by law or judicial process to disclose such confidential information, Consultant agrees to immediately notify the Church Council Chair.

Notwithstanding the foregoing, Consultant understands that Consultant is not required to notify Company that Consultant has been served a subpoena or otherwise compelled by law or judicial process to disclose confidential information as part of any governmental investigation. Consultant further understands that nothing in this Agreement precludes Consultant from providing truthful information to or cooperating with an investigation conducted by a government agency, or making statements under oath or giving truthful testimony in a legal proceeding or as required by law or valid legal process, such as by a subpoena or court order.

3. **Agreement to Return Confidential Information:** At any time during the Term upon demand by Company, and immediately upon the termination of this Agreement, Consultant will return all Confidential Information, including all copies of the Confidential Information in any form or medium that are in Consultant’s possession or under Consultant’s control, to Company in good condition.



4. **Survival of Covenants:** Consultant's obligations under this article will survive the termination of this Agreement and will be construed as agreements independent of any other provision of this Agreement. The existence of any claim or cause of action of Consultant against Company, whether predicated on this Agreement or otherwise, will not constitute a defense to the enforcement by Company of those obligations.

#### **Article VI. Miscellaneous**

1. **Entire Agreement; Amendments:** This Agreement sets forth the entire and exclusive agreement and understanding between Company and Consultant and supersedes all proposals and prior and contemporaneous agreements, promises, or understandings, whether written or oral, and all other communications between the Company and Consultant relating to the subject matter of this Agreement. Any amendment, modification, or supplement to this Agreement must be in writing and signed by Consultant and an authorized representative of Company.

2. **Representation Regarding Execution:** By signing below, each Company and Consultant represent and warrant that it or she has read and understand this Agreement. Consultant further acknowledges that Consultant is not relying on any statements, promises, or representations that are not set out in this Agreement, but instead is relying on Consultant's own judgment in consultation with Consultant's attorney, if any.

3. **Choice of Law and Forum:** The laws of the State of Texas will govern this Agreement, without regard to its choice-of-law principles. Exclusive venue for purposes of any dispute, controversy, claim, or cause of action between the parties concerning, arising out of, or related to this Agreement or my interactions with the Company is in any state or federal court of competent jurisdiction presiding over Dallas County, Texas. Nothing in this Agreement, however, precludes either party from seeking to remove a civil action from any state court to federal court.

[Signature page follows]



***WHITE ROCK COMMUNITY CHURCH***

***P.O. Box 180508, Dallas, Texas 75218***

**White Rock Community Church:**

By: \_\_\_\_\_

[Laura B. Doscher]

[Church Council Chair]

\_\_\_\_\_

Date

**Consultant:**

By: \_\_\_\_\_

Rev. Douglas Shaffer

\_\_\_\_\_

Date



## **EXHIBIT A**

### **Consulting Services**

1. Improve our Online Church Services so that we can integrate people from other locations into a Facebook live, integrate slide shows, present verbiage to go with the live performances, and generally improve our online presence
  - Watch other online services for additional ideas, create do's and don'ts list
    - Mariner United Methodist Church
    - Oak Lawn United Methodist Church
    - Potter's House
    - Cathedral of Hope
  - Meet with other church entities that are showing a more sophisticated model than we are for Sunday services, daily contacts, etc. and determine
    - Equipment needed to properly record services
    - Personnel needed to properly record services
    - Identify required software and costs
  - Have approved equipment installed under your supervision in the Chapel and/or Sanctuary
2. Work hand in hand with Paul Rodrigue to finalize a proposal for the Mission Fund Trust to be presented to Church Council in time to for the June Congregational Meeting.
3. Direct the reboot of Friends. Be the onsite lead working remotely with George Hacker on budget issues
  - gathering supplies, determine what our care package can consist of, determine how we track who has gotten a distribution, how often can we distribute something, volunteers to prepackage items, volunteers for hand out, posters with instructions, posters to label tables, masks, gloves,...
  - be ready to package the last weekend of May
  - attend Mission meetings
4. introduce Todd to Neil and Josh and the Friend's community
5. catalog all electronics in storage at Owenwood and relocate to our garage (run dehumidifier and air cleaner in garage)
6. complete all DIFFA needs
  - transition contact info



- create instructions for next year
  - create a folder of all past grant applications to be used as guidance for the future
7. update all DISD/After 8/...orgs
- with new contact info
  - introduce Todd and Michael
  - create an overview of all contacts, their organizations, and how they interact
8. write proper job description and Covenant examples for a new Lead Pastor
9. assist Todd, the interim Pastor, Michael and Laura for the extent of your contract as requested