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Pastor severance agreement template

Have your own attorney review this form in order to develop the best form for your particular church and state. SEVERANCE AGREEMENT AND GENERAL RELEASE OF ALL CLAIMS This Agreement is made between _____ (hereinafter generally referred to as "Employee") and _____ Church on behalf of itself and its agents, employees and any persons related to or acting on behalf of the _____ Church (hereinafter generally referred to as "Church"). It is recognized herein that Employee's employment with Church has terminated or will terminate effective July 6, 2008 (the "Termination Date"), and that the Church wishes to provide certain separation benefits to Employee to aid in Employee's transition to other employment in exchange for this release. The Church shall pay Employee weekly for ninety (90) days, with final payment taking place on Friday, October 3, 2008, Employee's full regular weekly base salary, along with associated regular withholdings and benefits contingent upon the following terms: Employee's conduct is such as to not cause harm or dissention to the Church body as discerned by the Senior Pastor and Session, the Board of Elders. Employee agrees to keep confidential those things that were considered confidential while working as a member of the Church staff as discerned by the Senior Pastor and Session. Employee agrees to help with the transference of information pertaining to employees job responsibilities and outstanding job activities so as to ensure a smooth transition to the new or interim employee. Employee agrees to provide transitional services as requested by the Senior Pastor in order to assist new or interim replacement. Employee's behavior toward or concerning the Church or any Church sponsored activities are deemed appropriate as discerned by the Senior Pastor and Session. Church shall pay for Employee's benefits for ninety (90) Days following the Termination Date. Employee shall promptly return all Church property provided to Employee or in Employee's possession or control. In the event Employee fails to return Church property in accordance with the terms of this Agreement, Church shall have the right to offset against payments or benefits owing to Employee hereunder the replacement value of any and all such unreturned property. All required and authorized payroll deductions will be withheld from the amounts to be paid to Employee under this Agreement. Employee will be paid for six (6) days of unused vacation. All unreimbursed travel and business expenses to which Employee is entitled to reimbursement as of the Termination Date will be promptly paid to Employee after submission of expense reports in accordance with standard Church policy Employee and the Church desire to settle fully and finally any existing or potential differences between them including, without limitation, all tort, contractual, discrimination, statutory and common law claims related in any way to Employee's employment and/or the termination of employment with the Church. In exchange for the above promises and agreements, including the Church's retention of Employee as an employee until the Termination Date, Employee personally and for Employee's heirs, legal representatives, estates and successors in interest does hereby completely release and forever discharge the Church, its officers, directors, agents, employees, attorneys, successors and assigns (collectively, "Released Parties") from any and all claims, rights, demands, actions, obligations, liabilities, and causes of action of any and every kind, nature and character whatsoever, whether known or unknown, whether based on a tort, contract, statute, or any other theory of recovery, and whether for compensatory or punitive damages which Employee may now have, has ever had, or may in the future have, arising or in any way connected with Employee's employment with the Church, or the manner in which that employment terminated, including without limitation all wrongful discharge actions; all actions arising under the Americans with Disabilities Act, the Age Discrimination in Employment Act (if applicable), Title VII of the Civil Rights Act of 1991, Missouri Fair Employment and Housing Act, or any other federal or state statute which may be held applicable; all actions for breach of contract or the covenant of good faith and fair dealing; all tort claims; and any and all claims for compensation, wages, bonuses, severance pay, commissions, vacation pay, or reimbursement for expenses, attorneys' fees and costs, except for claims for workers' compensation insurance benefits under the terms of any workers' compensation insurance policy or fund, unemployment or any unemployment or state disability insurance benefits pursuant to the terms of applicable state law, and continued participation in certain of the Company's group benefit plans pursuant to the federal law known as COBRA. Employee understands and hereby agrees that by signing this Agreement and by accepting the payment described above, Employee gives up any and all rights Employee may have to file any claim or action which Employee may now have, has ever had, or may in the future have, with respect to any matter pertaining to or arising from Employee's employment or termination of employment with the Church. Employee represents that Employee does not have pending against Church or any employee, agent, official, or director of Church any claim, charge, or action in or within any federal, state, or local court or administrative agency. Employee agrees, to the extent necessary to effectuate the provisions of this Agreement, within ten (10) days after the execution of this Agreement, to cause to be dismissed, withdrawn or discontinued all complaints or proceedings instituted by Employee against Church with any state or federal administrative agency or judicial body, with copies of relevant documents delivered to Church within the same time period. Employee also agrees not to initiate, assist, support, join, participate in, encourage, or actively cooperate in the pursuit of any employment-related legal claims against Church or its employees or agents, whether the claims are brought on Employee's own behalf or on behalf of any other person or entity. Nothing in this Section 10 will preclude Employee from testifying truthfully in any legal proceeding pursuant to subpoena or other legal process. It is understood and agreed that this is a compromise settlement of a disputed claim or potential disputed claims, and that the furnishing of the consideration for this Severance Agreement and General Release of All Claims shall not be deemed or construed as an admission of any wrongdoing, deficiency, liability or responsibility at any time for any purpose. Employee agrees to hereby waive any alleged right to employment or re-employment with the Church. Employee and Church both agree that now and forever they will keep the terms and monetary severance amount of the Agreement completely confidential, and that they will not disclose such to any other person or indirectly. As an exception to the foregoing, and the only exception, the parties may disclose the terms and monetary amount of this Agreement to their attorneys, tax advisors, accountants and immediate family members (defined as and limited to parents, spouse, siblings and children) who shall be advised of its confidentiality. Notwithstanding the foregoing, the parties may make such disclosures of the terms and monetary amount of the Agreement as are required by law or as necessary for legitimate enforcement or compliance purposes. Employee further agrees that Employee shall not disparage this Church or its agents, employees, attorneys, and any persons related to or acting on behalf of the Church. Employee shall be responsible and liable for any damages caused by any such disparagement. The parties agree that any dispute of any kind whatsoever arising from the subject matter of this Agreement, including claims regarding this Agreement, shall be resolved under the following procedures: The party claiming to be aggrieved shall furnish to the other party, within thirty (30) days of the disputed action, a written statement of the grievance identifying any witnesses or documents that support the grievance and the relief requested or proposed. Employee is required to furnish the written statement of grievance to the Church at address. Each party agrees and assumes the risk that any fact with respect to any matter covered in this Agreement may hereafter be found to be other than or different from the facts it believes at the time of this Agreement to be true, and agrees that this Agreement shall be and will remain effective notwithstanding any such difference in fact. Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts or provisions shall not be effected thereby and said illegal or invalid part, term or provision(s) shall be deemed not to be a part of this Agreement. This Severance Agreement and General Release of All Claims incorporates the entire understanding among the parties, and recites the sole consideration for the promises exchanged herein and supersedes and cancels any prior or contemporaneous written or oral agreements. In reaching this Agreement, no party has relied upon any representation or promise except those expressly set forth herein. This Agreement shall in all cases be interpreted in accordance with its fair meaning, and not strictly for or against either party hereto. This Agreement will be governed by and construed in accordance with this state's law. Employee understands and agrees that Employee Has carefully read and fully understands all of the provisions of this Agreement, is, through this Agreement, releasing Church from any and all claims Employee may have against the company; knowingly and voluntarily agrees to all of the terms set forth in this Agreement; knowingly and voluntarily intends to be legally bound by the same. Acknowledgment of Waiver of Claims Under ADEA. Employee acknowledges that Employee is waiving and releasing any rights Employee may have under the Age Discrimination in Employment Act of 1967, as amended. Employee further acknowledges that: Employee has not been coerced in any manner into signing this agreement and of their own free will executed it. Employee has seven (7) days after the execution of this Agreement within which Employee may revoke this Agreement; In order to revoke this Agreement, Employee must deliver to the Church's office on or before seven (7) days after the execution of this Agreement, a letter stating that Employee is revoking this Agreement; and That this Agreement shall not become effective or enforceable until after the expiration of seven (7) days following the date Employee executes this Agreement (the "Effective Date"). _____ Employee Signature
Date (Sr. Pastor) _____ Date: _____ Clerk of Session/ Head of Deacon Board/Congregational President???: Insert a lay position title here _____
Date: _____

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