## SEPARATION AGREEMENT

The Reverend John Z. Doe and St. X Episcopal Church, Any City, Florida knowingly and voluntarily enter into this Separation Agreement (the "Agreement") with each party intending to be bound by it. In consideration of the mutual covenants and promises set forth below, the parties agree as follows:

- 1. The Vestry of St. X hereby accepts the resignation of The Reverend John Z. Doe as Rector of St. X Episcopal Church effective \_\_\_\_\_, 20\_\_\_.
- 2. St. X Episcopal Church agrees to pay to or on behalf of The Reverend John Z. Doe his stipend, housing allowance, social security offset, pension premiums and medical insurance through \_\_\_\_\_\_, 20\_\_\_\_.
- 3. After \_\_\_\_\_, 20\_\_\_The Reverend John Z. Doe and St. X Episcopal Church acknowledge that The Reverend John Z. Doe will be on a leave of absence until \_\_\_\_\_, 20\_\_\_\_ or until such time as he receives another call, whichever is first. At such time the employment relationship between the parties will end.
- 4. After \_\_\_\_\_, 20\_\_\_St. X Episcopal Church agrees to pay to or on behalf of The Reverend John Z. Doe his stipend, housing allowance, social security offset, pension premiums and medical insurance until \_\_\_\_\_, 20\_\_\_ or until such time as he receives another call, whichever is first.
- 5. The Reverend John Z. Doe agrees not to solicit, directly or indirectly any parishioners of St. X Episcopal Church to leave St. X Episcopal Church or transfer membership for any reason whatsoever. The Reverend John Z. Doe agrees to refrain from engaging in any activity whatsoever that would tend to disparage or diminish the reputation of St. X Episcopal Church, or would tend to have a detrimental effect upon the interests of the St. X Episcopal Church.
- 6. Nothing herein nor any other factor shall prevent St. X Episcopal Church, its agents or any others with ecclesiastical authority or responsibilities who are associated with St. X Episcopal Church from responding to inquiries regarding the past employment or future employment of The Reverend John Z. Doe. The Reverend John Z. Doe acknowledges that St. X Episcopal Church will or may become obligated to respond to inquiries about his past and future employment and to furnish information about him. The Reverend John Z. Doe agrees that St. X Episcopal Church, its agents and any others with ecclesiastical authority or responsibilities who are associated with St. X Episcopal Church may furnish all such information in response to such inquiries at its and their discretion without legal liability of any kind to The Reverend John Z. Doe, so long as the inquiry pertains to employment with an Episcopal church, with an Episcopal Churchrelated entity or to licensure to officiate in any ecclesiastical capacity or role. This Agreement is intended to be an unconditional release and waiver by The Reverend John Z. Doe of all such claims, causes of action or liabilities, it being understood that such inquiries and responses are standard Episcopal Church operating practices.

- 7. This Agreement constitutes the final and binding agreement between the parties. It may not be supplemented or changed without the written consent and signatures of all parties. This Agreement expressly terminates and supersedes all other agreements, if any, between the parties, which shall be null, void and of no further force and effect.
- 8. Should a disagreement arise concerning interpretation of this Agreement, either party may appeal for mediation to the Bishop of Central Florida or another mutually agreed upon third party, the Bishop remaining the final arbiter. Other than a claim to recover monies or the equivalent, no issue under this Agreement shall be submitted to or adjudicated by any secular court of law or equity.
- 9. IN WITNESS WHEREOF, intending to be legally bound, the parties have executed this Agreement on the dates indicated.

The Reverend John Z. Doe, Rector		Date
St. X Episcopal Church		
By:	, Senior Warden	Date
St. V. Episcopal Church		
St. X Episcopal Church		
By:	, Junior Warden	Date