

EMPLOYMENT SEPARATION AGREEMENT AND GENERAL RELEASE

The Diocese (“the Diocese”) and _____ (“I, “Me” or “Employee”) wish to terminate their employment relationship, and any potential claims between them, on a mutually satisfactory and final basis, and they agree as follows:

1. My last day of employment with the Diocese was ** .
2. In return for my agreements and promises in this Agreement, the Diocese agrees to pay or provide me with the following enhanced benefits to which I am not presently entitled:
 - (a) the Diocese will pay me separation pay according to the following schedule:

If the Diocese fails to provide any of the payments provided in this letter by the date indicated by such payment, interest on the unpaid amount will become due and owing at the amount of one (1) % per month until paid.

(b) I understand and agree that all sums listed under this Agreement are subject to any withholding that is required by law.

3. I understand that my health care coverage will end on *** , and that I can continue health coverage at my own expense through the Medical Trust for a period of time determined by the Medical Trust.

4. Nothing in this agreement shall preclude my eligibility, at the date that I choose to retire, for any contribution to the Church Pension Group for supplemental health insurance that the Diocese at the effective date of my retirement shall choose to make for clergy who retire at that date. Nothing in this agreement shall be construed to guarantee, offer, promise, or otherwise provide that at the effective date of my retirement the Diocese will be making any such contributions to the Church Pension Group or that the Diocese will be making contributions in a specified amount to the Church Pension Group. Nothing in this agreement shall be construed to guarantee, offer, promise, or otherwise provide that at the effective date of my retirement the Diocese will be making contributions to the Church Pension Group at the rate that it is making such contributions at the time that this severance agreement is signed or that I will be eligible for this rate at the time that I choose to retire.

**amendment: I agree that this Paragraph No. 4 constitutes an explanation of the offer made on , and does not constitute a material change to the Diocese’s initial offer made on . I agree that this Paragraph No. 4 does not change the time period as set forth and described in Paragraph No. 12 during which this settlement offer is irrevocable.

5. In return for the Diocese's agreements and promises, I waive, release and discharge any claims, whether presently known or unknown, that I may have against the Diocese or any of the Released Parties, as of the date of my signing of this agreement, including any claims which arise out of or are related in any way to my employment with, or separation of employment with, the Diocese. This release includes, but is not limited to, all claims that arise under federal, state, or local law, including, but not limited to, all claims under Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1967, the Equal Pay Act of 1963, the Fair Labor Standards Act, the Employee Retirement Income Security Act, the Americans with Disabilities Act, the Family and Medical Leave Act, the Pennsylvania Human Relations Act, and any other federal, state, or local law, ordinance or regulation applying to or regulating employment, and any claims related to breach of contract. ("Released Parties", as used in this Agreement, means the Diocese, and any of its employees, officers, directors, agents, attorneys or members of any board or committee of the Diocese.) I further agree that I am releasing all claims not only against the Diocese, but also any person or entity who might be liable for the acts or omissions of any of the parties I am releasing, and against the successors and assigns of all parties released hereunder. This release also applies to any claim for costs, fees, or other expenses, including attorney's fees. Nothing in this Agreement shall constitute an admission or a statement by the Diocese that any of the statutes, laws, ordinances or regulations referenced in this paragraph are applicable to the Diocese in its decisions to employ, select, or choose the clergy employed by the Diocese. Further, nothing in this Agreement shall constitute an admission or statement that the Diocese waives in any way its rights protected by the Constitution or by any other laws, statutes or regulations to make decisions regarding the employment, selection, and choice of clergy employed by the Diocese.

6. Nothing in this Agreement shall be construed to prohibit me from filing a charge with or participating in any investigation or proceeding conducted by the EEOC, the U.S. Department of Labor, or a comparable state or local agency. Notwithstanding the forgoing, I agree to waive my right to recover monetary damages in any charge, complaint or lawsuit I file or filed on my behalf. This Agreement does not release or waive any vested rights I may have accrued in any pension benefit plan.

7. I acknowledge and confirm that I have received all compensation from the Diocese to which I am entitled, all vacation pay to which I am entitled, and I have been granted any leave to which I was entitled under the Family and Medical Leave Act or related state or local leave and disability laws, and that no compensation or leave is due or owing to me.

8. I shall return all property of the Diocese to the Diocese that I may have in my possession, including keys, files and documents, including any property kept in electronic format. I shall provide all passwords and other documentation necessary to access Diocesan property. By signing this agreement, I confirm that I have returned all property belonging to the Diocese.

9. I agree that I shall fully cooperate with the Diocese in regard to all matters relating to the transfer of my responsibilities and knowledge regarding the Diocese and its activities to other employees, consultants, volunteers or agents of the diocese.

10. I agree that I will not knowingly seek re-employment with the Diocese, unless the Diocese desires otherwise, and communicates its desire in writing.

11. This agreement does not waive any rights or claims that may arise after the date that the waiver is executed.

12. I acknowledge that the Diocese gave me a copy of this proposed Agreement on **, and also advised me to consult an attorney about this offer and proposed Agreement. I understand that the settlement offer is irrevocable for 21/45 days from *** and I may use as much of this 21/45 day period as I want before signing the Agreement and returning the signed Agreement to the Diocese. However, if I have not signed and delivered this Agreement to the Bishop of the Diocese within such 21/45 day period, this offer and proposed Agreement is automatically withdrawn, and I will have no rights under any of its provisions. If I sign this Agreement, I have seven days from the date of my signature to revoke my signature and acceptance of this agreement. I may revoke my signature by providing written notice no later than the close of business on the seventh day after I sign the Agreement to the Bishop of the Diocese. If I revoke my signature during the seven day period, this Agreement will be null and void, but if I do not revoke my signature within the seven day period, then this Agreement will become fully binding and effective.

13. I acknowledge that I am 21 or more years of age, that I am not now and have not been within the past 15 days confined to a hospital, that I have been advised to review this Agreement with legal counsel, that I have not been promised anything in return for my waiver and release other than the terms contained in the Agreement, that I have read the Agreement, that I know and understand the contents of this Agreement, and that I consent freely and voluntarily to this Agreement.

14. I have not assigned any claims I have or may have against the Diocese to any other party.

15. Should any provision of this agreement be held invalid, that provision shall be deemed severed from this Agreement, and the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, intending to be legally bound, I have executed this Settlement Agreement and General Release on the date indicated below.

Name: _____ Signature: _____

Date: