

APPENDIX I-A

**DISSOLUTION OF PASTORAL RELATIONSHIP, ENHANCED SEVERANCE
AGREEMENT AND GENERAL RELEASE**

The following language was approved by the Committee on Ministry at its March 2013 meeting:

Severance Agreements: Final Reading

- 1) Congregations and pastors shall use the presbytery's template for severance agreements. The presbytery will not approve any other severance contract.*
- 2) The presbytery will pay the cost, up to \$1000, to modify the template to meet the specific terms and conditions of the church and pastor. Beyond that amount, the congregation and pastor shall determine who requires additional changes and that party will pay for the presbytery's attorney to complete the agreement.*

RATIONALE: In working with multiple severance agreements over the past 5 years, COM has determined that the template as presently drawn up by our attorney is a legal document covering all elements of a severance agreement necessary for the dissolution of a pastoral relationship. It saves the congregation and pastor 5-10 hours of legal expenses to create a document that may or may not be acceptable to the presbytery. However, we have discovered that the parties to such an agreement often believe they can improve upon this document. Since only the presbytery can dissolve a pastoral relationship, and since such approval is contingent upon having a severance agreement agreeable to the presbytery, it is appropriate that only the presbytery's document be used--and that the cost of modifications being a reasonable amount should be paid by the party/parties who will benefit from acceptable modifications

THIS DISSOLUTION OF PASTORAL RELATIONSHIP, ENHANCED SEVERANCE AGREEMENT AND GENERAL RELEASE ("Agreement") is entered into by and among the _ (the "Minister"), located at _, and the __, a California corporation (the "Church"), located at __, each identified as a "Party" and all jointly identified as the "Parties," dated as of _____ (the "Effective Date"). This Agreement has been offered to the Minister by the Church on _____ as approved by the Church congregation, and remains open to the Minister through _____ (the "Open Offer Date"), during which time the Minister is entitled to consider the meaning and effect of this Agreement and to discuss the contents and meaning of this Agreement, as well as the alternatives to signing the Agreement, with the Minister's attorney, as described in Paragraph 11(a) below. In the event that the Minister elects to enter into this Agreement, the Minister shall return a fully executed and notarized original of this Agreement to the Church on or before the Open Offer Date. The Parties expressly desire to resolve all differences which may exist between them including but not limited to those arising from the dissolution of the Pastoral Relationship with the Church. The Parties, in consideration of the mutual promises and covenants, and the acts or acts of forbearance done pursuant to those promises and covenants, as set forth in this Agreement, and for other good and valuable consideration, the adequacy of which is hereby acknowledged, now agree as follows:

1. The Pastoral Relationship. The Minister has been Pastor (the "Pastoral Relationship") for the Church. The Church gratefully acknowledges the ministry of the Minister in this capacity.
2. Dissolution of the Pastoral Relationship. The Church and the Minister wish to dissolve the Pastoral Relationship subject to the terms and conditions contained in this Agreement, and the Church agrees to the dissolution of the Pastoral Relationship on those same terms and conditions, with such dissolution shall be effective on the Effective Date. The Church and the Minister shall maintain the Pastoral Relationship under the present terms of call until the

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Effective Date.

3. Present Terms of Call. The Minister's present terms of call in annual amounts are as follows:

Salary	\$
Housing	\$
Travel	\$
Study Leave	\$
Pension Dues & Medical	Per the Board of Pensions

The parties acknowledge that the Minister has accrued but unpaid vacation pay as of the Effective Date of _____ and that the Minister accrued no further vacation pay after the Effective Date.

4. Return of Property. The Minister hereby acknowledges and represents that on or before the Effective Date, the Minister will have returned to the designated session representative credit cards; telephone credit cards; computer hardware and software; data, records, documents and files, in whatever format they exist be it electronic or hard copy; equipment (including any parts and accessories), keys (including but not limited to building, cabinets, office, desk), and any and all other property of the Church which is in the Minister's possession or under the Minister's control.
5. Former Pastor Policy. The Minister shall abide by the Presbytery of Los Ranchos SEPARATION ETHICS/FORMER PASTOR POLICY – WITH “BOUNDARIES COVENANT” (the “Former Pastor Policy”). The Minister will use best efforts to assure that members of the Minister's immediate family also abide by the Former Pastor Policy. The Minister further agrees that the Minister shall exercise restraint in any continuing friendships the Minister maintains with members of the Church, and shall not discuss with members or employees of the Church any matters concerning the Church or the Pastoral Relationship after the Effective Date. The Minister shall not attend worship at the Church pursuant to the Former Pastor Policy.
6. Existing Entitlements. Regardless of whether the Minister signs this Agreement, pay for the time worked for which the Minister has not received payment and all vacation pay accrued but unused through the period of employment will be paid in a lump sum minus applicable deductions at the Effective Date. The Minister is also entitled to receive any study leave payments, sick leave payments, or personal time off payments, if any, to which the Minister may otherwise be entitled under the Church's personnel policies, but any unused portions will not be paid upon termination. If the Minister signs this Agreement, the Minister acknowledges that this Agreement describes all wages due through the Effective Date, all leave (paid or unpaid), compensation, wages, bonuses, commissions, and/or benefits to which the Minister may be entitled and that no other leave (paid or unpaid), compensation, wages, bonuses, commissions and/or benefits are due to the Minister, except as provided in this Agreement. The Minister further acknowledges that Paragraph 3 above describes all vacation pay in lieu of vacation as has accrued or will accrue through the Effective Date, and all other payments (if any) as have accrued or will accrue as of the Effective Date, to the extent to which the Minister is entitled to payment, and that vacation pay will continue to accrue through the Effective Date only to the extent that the Minister performs services for the Church through the Effective Date. The Church shall pay expense reimbursements to the Minister, as supported by proper receipts and documentation, received by the Church on or before the Effective Date as may be approved in writing in a manner consistent with the Church's personnel and accounting policies. Other than as expressly provided in this

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Agreement, the Church shall not be obligated to make any other payments or reimbursements to or for the Minister including, but not limited to, payment of allowances for personal or professional expenses, mileage, car expenses, travel expenses, cell phone expenses, internet expenses, any fees or costs in connection with any continuing education, etc.

7. Enhanced Severance Compensation. In consideration for entrance into this Agreement, in addition to the amounts due under Paragraph 6 above, the Church will pay additional amounts (the "Enhanced Severance") (A) to the Minister equal to the Compensation Continuation Payments, as described in Paragraph 7(a) below, beginning on the last to occur of (the "Enhanced Severance Effective Date") (1) the Effective Date, or (2) three business days following expiration of the revocation period described in Paragraph 11(b) below without revocation of this Agreement by the Minister, and (B) as the cost of Medical Insurance Continuation Benefits, if any, as described in Paragraph 7(b) below. The Compensation Continuation Payments and the Medical Insurance Continuation Benefits as payable under the terms of this Paragraph 7 shall be considered by the Parties as "Enhanced Severance Compensation" to the Minister in consideration of all other provisions of this Agreement and to which the Minister would not otherwise have been entitled. No other allowances or amounts shall be paid to the Minister and the Minister acknowledges that none are due to him.

(a) "Compensation Continuation Payments" after _____, to or for the benefit of the Minister shall be payable as follows, subject to the terms of Paragraph 7(c) below: the Church shall continue to pay the Minister's Salary and Housing Allowance according to the salary and housing allowance terms of call described in Paragraph 3 above, at the same rates and in the same amounts on a *pro rata* basis for the period from _____ through _____ ("Salary and Housing Allowance Termination Date"). Together the Salary and the Housing Allowance payable after _____, through _____ as adjusted in accordance with the terms of Paragraph 7(c) below, shall constitute the Minister's "**Effective Salary**" for that period of time and the Church shall pay the amounts required by the Board of Pensions of Presbyterian Church (U.S.A.) for pension dues and medical dues (health insurance) in appropriate *pro rata* amounts on this Effective Salary, to the extent paid, for the Minister to the Presbyterian Church (U.S.A.) Board of Pensions. If there are no adjustments pursuant to the terms of Paragraph 7(c) below, the amount of Effective Salary for this period is estimated to be _____ and dues for the Board of Pensions are estimated to be _____. The Effective Salary shall be paid to the Minister according to the regular compensation payment schedule of the Church. Pension and Medical dues shall be paid to the Board of Pensions as and when due.

(b) If the Minister is not employed in a new position that provides medical health insurance before the Salary and Housing Allowance Termination Date, the Minister shall be entitled to continue the medical health insurance for the Minister and any covered family members through the Board of Pensions of the Presbyterian Church (U.S.A.) according to the terms and provisions of the medical health insurance policies now applicable to the Minister (the "Medical Insurance Continuation Benefits"). The Church will reimburse the Minister for the cost of any such Medical Insurance Continuation Benefits until the first to occur of (i) the date on which the Minister becomes insured under another health insurance plan, or (ii) _____. The Minister covenants that the Minister will notify the Church of the date on which the Minister becomes insured under another health insurance plan as a result of reemployment by the Minister, if it is prior to _____. The Minister acknowledges that the Church has fully explained

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the Minister's right under the Board of Pensions plan to convert medical benefits to an individual plan, that the Minister will execute the forms requested by the Church confirming this acknowledgment and otherwise as requested by the Board of Pensions, that the Board of Pensions is responsible for providing the Minister with enrollment forms, and that the Minister is responsible for all premiums relating thereto.

- (c) If the Minister becomes employed at any time before the Salary and Housing Allowance Termination Date, the Church's obligation to pay any further Salary and Housing Allowance to or for the benefit of the Minister shall be limited to the difference between the Minister's new salary and housing allowance and the Minister's Salary and Housing Allowance from the new hire date through the Salary and Housing Allowance Termination Date to the extent the new salary and housing allowance is less than what the Minister would have received from the Church for that time period, and the Church's obligation, if any, to continue paying any medical continuation dues shall cease upon the Minister's medical coverage through the new position. Otherwise, all compensation shall cease as of the effective date of such employment (the "Termination Date"). The Minister covenants that the Minister will notify the Church of the date on which the Minister becomes employed at any time before the Salary and Housing Allowance Termination Date and the salary and housing allowance terms of such new employment. In no event shall the Church have any obligation to pay any effective salary for the benefit of the Minister after the Salary and Housing Allowance Termination Date, even if the Minister is not employed on a full or part-time basis after the Salary and Housing Allowance Termination Date.
8. General Release. The Minister, on the Minister's own behalf and on behalf of the Minister's heirs, executors, administrators, personal and legal representatives, successors and assigns agrees with the terms and conditions set forth in this Agreement and in consideration thereof hereby knowingly releases and forever discharges the Church, the Presbytery of Los Ranchos, and, as to each of them, all past and present affiliated, related, predecessor, successor, parent or subsidiary entities, and their collective past and present members, participants, moderators, elders, deacons, trustees, clerks, executives, representatives, employees, attorneys, officers, directors, insurers, accountants, predecessors, advisors, agents, successors and assigns (each of them individually and in such official capacities and their heirs, executors, administrators, successors, and assigns) (hereafter collectively referred to as "RELEASEES"), from (hereafter collectively referred to as "CLAIMS") any and all actions, proceedings, demands, damages, costs, expenses, attorneys' or other fees, liens, liabilities, suits or claims, of any kind, nature and character whatsoever, known or unknown, liquid or contingent, including any and all claims for attorneys' fees and costs which the Minister may now have, or has ever had, against RELEASEES, including but not limited to (a) any CLAIMS which arise in whole or in part from the Minister's employment with the Church, the Minister's call by the Church, the Pastoral Relationship, the severance of the Pastoral Relationship or the termination of that employment, including, without limitation, any CLAIMS, whether under any ecclesiastical law, rule, policy or provision or any federal, state and local laws governing terms and conditions of employment, wages and hours, employment discrimination, and any and all other matters; and/or (b) and/or any other dealings of any kind between the Minister on the one hand and RELEASEES on the other which have transpired prior to the date on which the Minister executes this Agreement. The Minister shall not pursue any action against the Church or any of the RELEASEES, whether in a civil or ecclesiastical forum for anything said, done or omitted before such execution date.

This Release completely releases RELEASEES with respect to any and all claims, rights,

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demands and causes of action including, but not limited to, breach of any employment contract or agreement, oral or written, whether express or implied in fact or law, claims under the Church's personnel policies, claims under the policies of the Presbytery of Los Ranchos, claims under *The Constitution of the Presbyterian Church (U.S.A.)*, including Part II thereof, the Book of Order, wrongful discharge, constructive discharge, breach of the covenant of good faith and fair dealing, intentional or negligent infliction of emotional distress, fraud, retaliation, misrepresentation, defamation, violation of public policy, violation of privacy, interference with prospective economic advantage, violations under the California Labor Code including the failure to pay wages due or other monies owed, failure to pay pension benefits, discrimination in violation of ERISA, discrimination on the basis of sex, race, religion, age, national origin, handicap, medical condition, disability or marital status, or any other terms of employment or other claims arising under federal, state or local constitutions, laws, or regulations, and federal, state or local civil rights laws and regulations. The Minister also waives and forever discharges RELEASEES, or any of them, from any and all claims for discrimination on the basis of age, race, national origin, and disability under the Age Discrimination in Employment Act and the Older Workers Benefits Protection Act, 29 U.S.C. § 621 *et seq.*, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000(e), *et seq.*, the Americans With Disabilities Act, 42 U.S.C. § 12101 *et seq.*, and the California Fair Employment and Housing Act, California Government Code § 12940, *et seq.* The Minister also waives and forever discharges RELEASEES from any and all claims for violation of the Business and Professions Code § 17200, *et seq.*

9. Affirmations. The Minister understands that the Minister would not be entitled to receive the consideration specified in Paragraph 7 above except for execution of this Agreement and the fulfillment of the promises contained herein. The Minister further states that the Minister understands all provisions contained in this Agreement and that this Agreement was given for good and valuable consideration. The Minister affirms that the Minister has not filed, caused to be filed, or presently is a party to any claim, complaint, or action against RELEASEES in any forum or form. The Minister further affirms that, except as may be payable under Paragraphs 6 and 7 above, the Minister has been paid and/or has received all leave (paid or unpaid), compensation, wages, bonuses, commissions, and/or benefits to which the Minister may be entitled and that no other leave (paid or unpaid), compensation, wages, bonuses, commissions and/or benefits are due to the Minister. The Minister furthermore affirms that the Minister has no known workplace injuries or occupational diseases (other than any pending and filed claims under the workers' compensation laws, if any) and has been provided and/or has not been denied any leave requested under the Family and Medical Leave Act. The Minister represents that the Minister is currently unaware of any claim, right, demand, debt, action, obligation, liability or cause of action that the Minister may have against the Church or any of the RELEASEES which has not been released in this Agreement.

The Minister understands that the Church has relied upon the Minister's representations herein. Nothing herein is intended to or shall preclude the Minister from filing a complaint and/or charge with any appropriate federal, state, or local government agency and/or cooperating with said agency in its investigation. The Minister, however, shall not be entitled to receive any relief, recovery, or monies in connection with any complaint or charge brought against the Church or any of the RELEASEES which is being released pursuant to this Agreement. The Minister represents that the Minister has not assigned or transferred, or purported to assign or transfer to any person or entity, any claim or any portion thereof.

The Minister acknowledges that neither this Agreement itself nor the furnishing of the consideration for this Agreement shall be deemed or construed at any time or for any purpose as an admission of RELEASEES liability or responsibility for any wrongdoing of any kind,

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and the Minister shall not purport to be a prevailing party in any action.

10. Waiver of Unknown Claims. To effect a full and complete release as described above, the Minister expressly waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of the State of California, and does so understanding and acknowledging the significance of such specific waiver of § 1542. Section 1542 of the Civil Code of the State of California states as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Thus, notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of RELEASEES, the Minister expressly acknowledges that this Agreement is intended to include in its effect, without limitation, all claims not known or suspected to exist in the Minister's favor at the time of signing this Agreement, and that this Agreement contemplates the extinguishment of any such claim or claims. The Minister knows of no actions at law or in equity nor administrative proceedings currently pending nor ecclesiastical proceedings currently pending which concern allegations based on or related to the Minister's employment or termination of employment by RELEASEES. The Minister warrants that the Minister has read this Agreement, including this waiver of California Civil Code Section 1542, and that the Minister has had the opportunity to consult counsel about this Agreement and specifically about the waiver of Section 1542, and that the Minister understands the Agreement and the Section 1542 waiver, and so freely and knowingly enters into this Agreement. The Minister acknowledges that the Minister may hereafter discover facts different from or in addition to those the Minister now knows or believes to be true regarding the matters released or described in this Agreement, and the Minister agrees that the releases and agreements contained in this Agreement shall be and will remain effective in all respects notwithstanding any later discovery of any such different or additional facts. The Minister hereby assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies described in this Agreement or with regard to any facts which are now unknown to her relating to them.

11. Evaluation Period; Revocation Period - Notice.

- (a) Evaluation Period. The Minister understands that this is a full release of existing claims, whether currently known or unknown, including claims for age discrimination. The Minister is hereby advised to consult with an attorney prior to executing this Agreement and, by executing this Agreement, acknowledges that the Minister has been afforded at least twenty-one (21) days to consider the meaning and effect of this Agreement and to discuss the contents and meaning of this Agreement, as well as the alternatives to signing the Agreement, with the Minister's attorney.
- (b) Revocation Period. The Minister has the right to revoke this Agreement within seven (7) days of signing it. To revoke this Agreement, the Minister must send a written letter by certified mail to:

Kay Virginia Gustafson, Esq.
28863 Eagleton St.
Agoura Hills, CA 91301

The letter must be postmarked within seven (7) days of the date that the Minister signs this Agreement, and state, "I revoke my acceptance of our Agreement." If the Minister

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revokes this Agreement, the Minister will not receive the payment described in Paragraph 7 above. This Agreement shall become effective and enforceable after the expiration of the revocation period without a revocation by the Minister.

12. Miscellaneous.

- (a) Governing Law and Venue. This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed under the laws of that state, except that parol evidence shall not be admissible to vary or modify any of the terms of this Agreement. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. The parties understand and agree that for the convenience of the parties and witnesses that any litigation in connection with this Agreement shall be determined by a court proceeding in California.
- (b) Tax Treatment. All payments to or for the benefit of the Minister shall be made without any deductions or tax withholding, except to the extent that the Minister has previously authorized such withholding, and the Minister shall be solely responsible for any taxes due on any amount paid to him. The Minister agrees to hold harmless and indemnify the Church against any penalties, fines, fees, assessments, or taxes that may be imposed by any taxing authority or any court as a result of said payment.
- (c) Integration. All of the agreements and representations of the parties hereto are contained in this Agreement and in the attached exhibits to be delivered hereunder, which constitute a single integrated written contract expressing the entire agreement of the parties hereto. No claims shall be made by any party based upon or relating to any agreement or representation not expressly contained herein, it being the intention of the parties to incorporate in this Agreement and in the attached exhibits their full and complete understanding regarding the settlement of their disputes and the termination and dissolution of all their business relationships. There are no agreements, written or oral, express or implied between the parties hereto other than the agreements set forth in this Agreement. The Minister acknowledges that, other than as expressly set forth in this Agreement, no representations of any kind have been made to the Minister by the Church, or by any of the RELEASEES to induce the Minister's execution of this document. The Minister further states that the only representations made in order to obtain the Minister's consent to this Agreement are stated above, that the contents of this document have been explained to the Minister in full and that the Minister is signing this agreement voluntarily.
- (d) No Admission of Liability. The Parties understand and agree that this Agreement is made and entered into solely for the purpose of dissolving the Minister's Pastoral Relationship with the Church on an amicable and certain basis and does not in any way constitute, and shall not be construed to constitute, an accusation or admission of liability of any sort on the part of any of the Parties. The Parties further expressly understand and agree that this Agreement shall not be admissible in any subsequent claim, charge, or cause of action between or among them, except in any claim, charge, or cause of action arising out of or relating to any alleged breach of this Agreement.
- (e) Successors and Assigns. This Agreement shall be binding upon each Party and upon each Party's heirs, administrators, representatives, executors, agents, successors and assigns, and shall inure to the benefit of the other Party and each of them, and to each Party's heirs, administrators, representatives, executors, agents, successors and assigns.
- (f) Severability. Each provision of this Agreement is severable. If any ecclesiastical entity, civil court or other governmental body of competent jurisdiction shall conclude that any

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provision or individual covenant of this Agreement is void, illegal, invalid or unenforceable, such provision or individual covenant shall be deemed ineffective, it shall in no way affect, impair or invalidate any other provision hereof, such other provisions shall remain in full force and effect, and this Agreement shall be construed and applied independent of the extent of such unenforceability without invalidating the remaining provisions and covenants hereunder.

- (g) Representation by Counsel; Fees and Expenses. The Parties represent that they were represented by or had the opportunity to be represented by counsel of their own choosing in the negotiations leading to and the preparation of this Agreement, that they have read this Agreement, that they are fully aware of, knows and understands its contents and legal effect, and that they freely and voluntarily enter into it without coercion, intimidation or threat of retaliation. Each of the parties shall pay that party's own fees and expenses in connection with the matters described in this Agreement and the negotiation, execution and performance of this Agreement. In view of such reading, counseling and understanding, and since each Party has also had the opportunity to negotiate fully the terms of this Agreement, its terms shall be interpreted and construed without any presumption or inference based upon or against the Party or Parties causing this Agreement to be drafted. The Minister expressly agrees and acknowledges the following: (i) that the Minister understands the terms and conditions of this Agreement; (ii) that the Minister has knowingly and voluntarily entered into this Agreement; (iii) that the Minister has been given a reasonable period to review and consider this Agreement before signing this Agreement; and (iv) that this Agreement, when signed by each of the Parties, is legally binding upon each and all of the Parties as well as their heirs, assigns, executors, administrators, agents, and successors in interest.
- (h) Attorneys Fees. If any lawsuit, arbitration or other action or any appeal from any of the foregoing is instituted to enforce and/or defend any of the terms of this Agreement or based upon the breach of this Agreement, then the prevailing party therein shall be entitled to recover from the other all losses, damages, costs, expenses and fees (including without limitation, court costs and reasonable attorneys fees) related thereto, whether by final judgment or by out of court settlement.
- (i) Modification and Waiver. No amendment, modification, waiver or termination to this Agreement shall be effective unless and until agreed to in writing and signed by all the Parties hereto. A waiver of any right under this Agreement must be in writing to be effective and signed by the waiving Party. No delay or omission on the part of either Party in exercising any right under this Agreement shall operate as a waiver of any such right or any other right.
- (j) Headings. The headings in this Agreement are intended for convenience of reference only and shall not affect its interpretation.
- (k) Further Acts. The Parties agree promptly and in good faith to execute and deliver such documents, and to do such acts and things as may be necessary or appropriate to carry out the purposes and intent of this Agreement, although such documents, acts, and things may not specifically be mentioned in this Agreement.
- (l) No Assignment. The parties represent that no other person or entity has any interest in the matters addressed in this Agreement, and that they have not assigned or transferred or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein.
- (m) Signatory Authorization. Each person signing this Agreement for the Church warrants and acknowledges that he or she is duly authorized to sign this Agreement on behalf of

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the party he or she purports to represent.

(n) Counterparts. This Agreement may be prepared in multiple counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one Agreement.

13. It is understood by all parties that the final implementation of this agreement is contingent upon the action of the congregation to approve the dissolution of the pastoral relationship and of the Presbytery of Los Ranchos to concur in the dissolution of the pastoral relationship.

PLEASE READ CAREFULLY. THIS DISSOLUTION OF PASTORAL RELATIONSHIP, ENHANCED SEVERANCE AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS, INCLUDING CLAIMS FOR AGE DISCRIMINATION.

THE PARTIES HAVE READ AND FULLY CONSIDERED THE RELEASE AND ARE MUTUALLY DESIROUS OF ENTERING INTO SUCH RELEASE. THE TERMS OF THE RELEASE ARE THE PRODUCT OF MUTUAL NEGOTIATION AND COMPROMISE BETWEEN THE MINISTER AND THE CHURCH. THE MINISTER ACKNOWLEDGES THAT THE MINISTER HAS BEEN AFFORDED A REASONABLE AND SUFFICIENT PERIOD OF TIME TO CONSULT WITH AN ATTORNEY OF MINISTER'S CHOOSING PRIOR TO EXECUTION OF THIS AGREEMENT.

[Signatures follow on the next page.]

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IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective as of the day, month and year stated above.

Date: _____

Date: _____

MINISTER: _____

CHURCH: _____

[NAME]

PRESBYTERIAN CHURCH,
a California corporation

By: _____
[Name, Title]

By: _____
[Name, Title]

ACKNOWLEDGMENTS

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____

On __ ____, 201__, before me, _____, a notary public, personally appeared

_____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(This area for official notarial seal)