***TERMINATION AGREEMENT template***

***NOTE***: *The following termination agreement is a very basic template for churches and pastors to use strictly as a resource. It is based on the work of Synod 1998 (see Acts of Synod 1998, pp. 393-394 specifically). This document should be tailored to meet the circumstances relevant to the pastor’s departure. Churches must consider engaging legal counsel to address whether new or expanded provisions should be included and to ensure that federal, state and provincial laws are observed.*

*It should be noted as well that this agreement could become void in the event that the pastor, after signing it, were to act in violation of his/her ordination vows, act in violation of the agreement, renounce the jurisdiction of the Christian Reformed Church, or become the subject of criminal charges.*

**SAMPLE\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*TERMINATION AGREEMENT\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*SAMPLE**

This Termination Agreement is made as of the date executed below between \_\_\_\_\_\_\_\_\_\_\_\_ Christian Reformed Church (“Church”) and Reverend \_\_\_\_\_\_\_\_\_\_\_\_ (“Minister”) and will become effective as of the date of Classis \_\_\_\_\_\_\_\_\_ approval.

**1. Termination**: Termination of Minister’s employment with Church will become effective on \_\_\_\_\_\_\_\_\_, when he/she will be relieved of all duties and benefits of the position, except as expressly preserved in this Agreement. The parties will work together to agree upon an appropriate communication to the congregation and any identified external parties.

**2. Date of Last Service**: Minister will conduct his/her final worship service at Church on \_\_\_\_\_\_\_\_\_\_.

**3. Financial Provision**: Church will provide Minister with a total of $\_\_\_\_\_\_\_, representing Minister’s salary for \_\_\_\_\_ weeks/months [including/excluding such things as book allowance, mileage expenses, etc.]. This severance will be paid in weekly/bi-weekly installments of $\_\_\_\_\_\_, less appropriate payroll deductions. For \_\_\_\_ weeks/months, Church will also continue these benefits for Minister: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Minister may remain in the Church parsonage until \_\_\_\_\_\_\_\_, when it must be vacated.

**4. General Release**: On behalf of himself/herself and anyone who could claim through him/her, Minister waives and releases Church, Classis \_\_\_\_\_ and the Christian Reformed Church in North America (“CRCNA”) from all claims and damages. This is intended as a general release covering all claims whatsoever.

**5. Confidentiality**: Minister agrees to maintain the confidentiality of this Agreement and of the non-public matters of Church that came to his/her attention by virtue of his/her ministerial service. Church, through its Council, agrees not to disclose the terms of this Agreement.

**6. Non-Disparagement**: Minister agrees not to make disparaging comments about Church, Classis \_\_\_\_\_ or the CRCNA. Church, through its Council, agrees not to make disparaging comments about Minister.

**7. Non-Recruitment**: Minister agrees not to directly or indirectly engage in any activity designed to cause any Church member to relinquish membership or cause any person not to become a member of Church.

**8. Dispute and Venue**: This Agreement constitutes the entire understanding of the parties. Any dispute regarding this Agreement which cannot be resolved by the parties will be reconciled by Classis \_\_\_\_\_\_ or, on appeal, by Synod. The decision of Synod is final and binding on the parties.

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature of Minister\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

On behalf of Church\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_