

March 2, 2021

Lori Harding, Associate Pastor / Executive Director  
Grace Community Church  
600 West Camino Real  
Boca Raton, FL 33486

Dear Lori:

This letter agreement ("Agreement") sets forth the terms regarding your separation from Grace Community Church ("Grace").

1. We hereby accept your resignation and your employment with Grace is terminated as of **Tuesday, March 2, 2021** ("Separation Date").

2. You have earned and shall receive all salary and other compensation attributed to your employment to which you are entitled through the "Separation Date", on the next regularly scheduled payroll pay date.

3. In consideration of your acknowledgements, representations, warranties, covenants, releases and agreements made by you in this Agreement, Grace agrees that in the event that you sign this Agreement and do not revoke your acceptance in accordance with paragraph 11, Grace agrees to pay you, an amount equal to **eight (8) weeks of pay** at your current rate of compensation. Grace agrees to pay you an additional sum that will approximate the amount that Grace currently contributes toward the total cost of your monthly group healthcare insurance premium. Grace agrees to pay this for the months of March and April 2021. The payment shall be made incrementally by and through the normal payroll schedule over the eight (8) week period. This is not a lump sum payment. This payment shall not be due until:

(a) this Agreement has been fully executed in accord with the time periods described below;

(b) you have submitted a complete list of all key Communication Platforms vendor contacts that shall identify: the vendor, the product or service the vendor provides, vendor contact name(s), vendor address, vendor e-mail address(es), log in information such as username and password, and telephone numbers to Laura Mitchell.


(c) you return all Grace property including, but not limited to, keys, computers, credit and store cards and other equipment; and

(d) pack and remove, without incident, your personal property from your office.

All payments to you pursuant to this paragraph shall be subject to withholding for all applicable federal, state, social security and other taxes. Your entitlement to the payment shall be contingent on your execution of this Agreement and the expiration of the seven (7) day right to revoke discussed in paragraph 11. At the conclusion of the eight (8) week period, Grace will compensate you for the balance of your unused vacation and study leave time.

4. You hereby agree to indemnify and hold Grace harmless from and against any claims, actions or liabilities as to state or federal income tax, social security payments, or any similar employment charges attributable to or claimed under the payments made by Grace to you pursuant to this Agreement.

5. Without specific further direction or authorization from or by Grace, following your Separation Date you are not to take any action, initiate contact with third parties, or otherwise hold yourself out as a representative of Grace or perform services or activities on its behalf.



Lori Harding's initials

Jason Whitener's initials



6. In consideration of the payments to be made by Grace to you as set forth herein above, you voluntarily and of your own free will agree to release, forever discharge, and hold harmless Grace, its present or former officers, directors, trustees, employees, agents, successors and/or assigns from any and all claims, demands, rules, regulations or any other causes of action of whatever nature whether known or unknown, including but not limited to Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, 29 USC §§1001 et.seq., the Civil Rights Act of 1991 or any other federal, state, or local human rights, civil rights, wage-hour, pension or labor laws, rules, and/or regulations, public policy, contract, or tort laws, and any claims for emotional distress, misrepresentation, defamation, invasion of privacy or otherwise. It is the intention of the parties that this release shall be as broad and general as the law permits. The foregoing shall not release Grace from its obligations pursuant to this Agreement.

7. In consideration of your promises and undertakings contained in this Agreement, Grace and its affiliates, hereby voluntarily of its own free will agrees to release, forever discharge, and hold you harmless from any and all claims, demands, rules, or regulations or any other causes of action of whatever nature, whether known or unknown under any laws listed in Paragraph 6, or any other federal, state, or local law, rule, regulation, contract, or tort law, or public policy. It is the intention of the parties that this release shall be as broad and general as the law permits.

8. Except as required by law, you agree not to disclose to anyone, either directly or indirectly, any information whatsoever regarding the existence or substance of this letter or the matters which have resulted in it, including those pertaining to your separation from Grace. This includes, but is not limited to, present or former employees of Grace and other members of the public. Violation of this paragraph shall be deemed a material breach of this agreement. Grace shall not, and it shall use its best efforts to cause its employees to not, disclose to anyone, except its employees and its professional representatives with a need to know, either directly or indirectly, any information whatsoever regarding the existence or substance of this letter or the matters which have resulted in it, including those pertaining to your separation from Grace. Grace agrees that your separation from employment is a resignation, and if contacted by an outside party, Grace will attempt to have all such inquiries referred to Grace's Accounting Manager who shall be instructed to confirm your position and period of employment. You agree not to engage in any form of conduct, or make any statements or representations, that disparage or otherwise harm Grace's reputation and/or good will.

9. By entering into this Agreement, neither of the parties admits to any wrongdoing or violation of the law. This Agreement shall be regarded as a "no fault" separation agreement and it shall not be regarded as establishing a precedent, nor shall it be produced in any other proceeding, except with regard to an action for an alleged breach of this Agreement, or as otherwise required by law. You acknowledge that Grace has no policy with respect to the payment of severance or salary continuation to any employee whose employment with it has been terminated and that Grace is under no obligation to pay to you your salary or any other sum except as provided in this Agreement.

10. You have been advised that you have the right to consider this Agreement for a period of up to twenty one (21) days prior to your execution of same. You may wish to consult with an attorney and you acknowledge that you have had the opportunity to do so.

11. You may revoke this Agreement for a period of seven (7) business days following your execution of this Agreement ("Revocation Period"). This Agreement shall not become effective or enforceable until the Revocation Period has expired. Any revocation within this period must be submitted, in writing, to Grace and must state, "I hereby revoke my acceptance of the Agreement." The revocation must be postmarked within seven (7) business days of your execution of this Agreement in order to be effective. Payment under this Separation Agreement will be made on the regularly scheduled payroll dates following the Revocation Period.

\_\_\_\_\_  
Lori Harding's initials

  
Jason Whitener's initials



12. This Agreement may not be modified, altered or changed except upon signed written consent of both parties.

13. This Agreement represents the complete agreement between you and Grace. By signing this letter, we each acknowledge each to the other that we waive any and all claims that we have or could possibly have against the other in connection with your employment; except as to claims under this Agreement. By signing this letter neither party is indicating an admission of any wrongdoing.

14. This Agreement is signed and delivered by you as your free and voluntary act after been given the opportunity to review the Agreement and all of its terms.

15. This Agreement shall be interpreted, construed, and governed by and under the laws of the State of Florida. If any provision or clause of this Agreement is held to be invalid by a court of competent jurisdiction, then such provision shall be severed here from and such invalidity shall not compromise any other provision of this Agreement, the balance of which shall remain in full force and effect. This Agreement sets forth the entire understanding of the parties and supersedes all prior agreements whether oral or written, pertaining to the subject matter hereof and shall not be modified except by written instrument executed with the same formalities of this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same Agreement.

16. In the event of a breach of this Agreement, the parties agree that the measure of damages that may accrue may not be entirely possible to measure. Therefore, if any action is commenced by either party to enforce the provisions of this Agreement, the parties waive the claim(s) or defense(s) that there is an availability of an adequate remedy at law, that the claimed injury is not irreparable, and that temporary or permanent injunctive relief is not available to restrain further breaches. The resulting right to injunctive relief shall be in addition to any other remedy available to the parties including an award of those attorneys' fees and costs to the prevailing party at all levels of the dispute to, through and including appeals.

The parties hereto have executed this Agreement on the date(s) recited below.

The First Presbyterian Church of Boca Raton, Inc. d/b/a Grace Community Church

Date: 3/2/21

By:   
Jason Whitener, Senior Pastor

I acknowledge that I have been given ample opportunity to consider the terms of this letter agreement and that I have been given ample opportunity to consult a lawyer in connection with this matter. I knowingly and voluntarily agree to and accept the terms outlined in this letter without reservation and/or coercion.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Lori Harding, Associate Pastor / Executive Director