*Use parish letterhead*

January 6, 2023

Name

Street Address

City, Province

Postal Code

Dear Name,

As per your recent conversation with the Rector and Warden(s), we are writing on behalf of the Corporation of PARISH NAME, CITY, with regret, to confirm that effective immediately, your employment as POSITION is being terminated, on a without cause basis.

You will be entitled to, regardless of your response to the below offer, the termination pay required under the *Employment Standards Act, 2000,* which totals # weeks’ pay or $ (less deductions).

You are also entitled to any unpaid wages and vacation pay earned up until and including the date of termination, also subject to the required deductions. Your medical/dental benefits and pension contributions will be continued until the end of the termination pay period, provided that you continue making payments of employee premiums and contributions until that date.

Furthermore, in order to assist you in the future, we are prepared, on a without prejudice basis, to offer you an additional $\_\_\_.00, in exchange for your agreement to the attached copy of the attached Final Release and Indemnity. Should you, however, choose not to accept this offer, we confirm that you will still be paid your *Employment Standards Act, 2000* minimum amounts as set out above. This offer will be open for your acceptance until DATE. If not accepted by that time it will automatically expire.

I ask that you return any keys, technology, or other parish property in your possession to NAME by DATE. I encourage you to take the time to consider this offer and get whatever personal, spiritual, financial or legal advice you may require. If you have any questions, please reach out to NAME, EMAIL, PHONE.

Please know of our gratitude for your contributions to this parish’s ministry in this position since \_\_\_\_\_, \_\_\_\_. We wish you the very best in the future.

Yours very truly,

Name, Rector of Parish, City

cc. Rector’s Warden of Parish, City

People’s Warden of Parish, City

Ms. Trish Foden, Payroll, Pension and Benefits Administrator, Diocese of Niagara

Ms. Kim Murray, Personnel Assistant

**FINAL RELEASE AND INDEMNITY**

**IN CONSIDERATION** of the payments and consideration as set out in the letter from the Corporation of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2023, for all claims, costs and interest, less withholdings on account of income tax and statutory deductions, I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on behalf of myself, my heirs, successors and assigns (hereinafter collectively referred to as the "Releasor") hereby release and forever discharge, the Corporation of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and the Synod of the Diocese of Niagara along with all parents, subsidiaries, affiliates and associated companies, and together with all respective officers, directors, employees, servants and agents and their successors and assigns (hereinafter collectively referred to as the "Releasee") jointly and severally from any and all actions, causes of actions, contracts, covenants, whether express or implied, claims, whether statutory or otherwise, and demands for damages, indemnity, costs, interest, loss or injury of every nature and kind whatsoever and howsoever arising which I may heretofore have had, may now have, or may hereinafter have, in any way relating to the hiring of, the employment by and the cessation of the employment of the Releasor by the Releasee.

**AND FOR THE SAID CONSIDERATION** I covenant and undertake that I will not file any complaint for termination or severance pay, overtime or vacation pay or any other complaint under the *Employment Standards Act, 2000* or the *Occupational Health and Safety Act* or any successor legislation.

**I HEREBY ACKNOWLEDGE THAT** I have not commenced any complaint and undertake not to commence any complaint under the Ontario *Human Rights Code*. I agree that the within consideration constitutes a full and final settlement of any existing, planned, or possible complaint or complaints against the employer under the Human Rights Code up to the date of this agreement, arising out of or in respect to my employment with the Releasee.

**AND FOR THE SAID CONSIDERATION** the Releasor covenants and agrees not to make any claim or take any proceedings in respect of any matter covered by this Final Release and Indemnity against any other person who, or corporation which, might claim contribution or indemnity from the Releasee or any one of them. The Releasor further covenants and agrees that should, as a result of the Releasor breaching this provision, any such further claim be made by any person or entity to which the Releasee or any one of them might be liable, directly or indirectly, the Releasor agrees to and will hold harmless and indemnify the Releasee, or any one of them, of and from any and all liability for such claim including all costs, expenses and legal fees, on a substantial indemnity scale, expended in defending such claim.

**AND FOR THE SAID CONSIDERATION** I further covenant and agree to save harmless and indemnify the Releasee from and against all claims, charges, taxes, penalties or demands which may be made by the Minister of National Revenue requiring the Releasee to pay income tax, charges, taxes or penalties under the Income Tax Act (Canada) in respect of income tax payable by me in excess of income tax previously withheld; and in respect of any and all claims, charges, taxes or penalties and demands which may be made on behalf of or related to the Employment Insurance Commission and the Canada Pension Commission under the applicable statutes and regulations with respect to any amounts which may in the future be found to be payable by the Releasee in respect of the Releasor.

**AND FOR THE SAID CONSIDERATION**, it is understood and agreed that the Release shall operate as a full estoppel in the event of any claim, action, complaint or proceeding which might be brought in the future by the Releasor with respect to the matters covered by this Release.

**IT IS UNDERSTOOD AND AGREED** that the aforementioned consideration is deemed to be no admission of liability on the part of the Releasee.

**I HEREBY** confirm that I have been afforded the opportunity to obtain independent legal advice with respect to the details of the settlement evidenced by this Agreement and confirm that I am executing this Final Release and Indemnity freely, voluntarily and without duress.

**IT IS HEREBY COVENANTED AND AGREED** that I will not disclose the fact or nature of the settlement evidenced by the Final Release, save and except to my immediate family, provided they agree to respect the confidentiality of the fact and nature of this settlement, my legal and financial advisors and as may be required by law. Further I agree I will not disparage the Releasee, whether in written, oral or other form. I acknowledge that this paragraph is considered a fundamental term of settlement and of this Release.

**IN WITNESS WHEREOF** I have hereunto executed this Release by affixing my hand and seal this \_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2023, in the presence of the witness whose signature is subscribed below.

SIGNED, SEALED AND DELIVERED \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

in the presence of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness Signature Name