

TEMPORARY SEPARATION AGREEMENT

Location: _____

Date: _____

PARTIES:

Employee Name: _____

Employer Name: _____

RECITALS:

Whereas, Employee and Employer have mutually agreed to a temporary separation of the employment relationship; and
Whereas, both parties desire to set forth the terms and conditions of such separation in this Agreement.

1. TERM OF SEPARATION:

The temporary separation shall commence on the effective date agreed by the parties and shall continue until terminated by either party pursuant to the terms of this Agreement.

2. COMPENSATION AND BENEFITS:

During the term of the separation, Employee shall receive compensation and benefits as follows: (a) Employer shall continue to provide health insurance benefits through the separation period subject to Employee's compliance with applicable terms; (b) Employee shall receive no salary or wages unless otherwise agreed in writing; and (c) any accrued but unpaid benefits or compensation due as of the separation date shall be paid in accordance with applicable law.

3. EMPLOYEE OBLIGATIONS:

Employee agrees to comply with all employer policies during the separation period, including but not limited to confidentiality, non-compete (if applicable), and return of employer property. Employee shall remain available for communication and shall notify Employer promptly of any change in contact information.

4. EMPLOYER OBLIGATIONS:

Employer agrees to maintain Employee's position and will not terminate employment except for cause during the separation period, unless otherwise mutually agreed in writing. Employer shall provide support for reinstatement at the end of the separation term.

5. RETURN TO WORK:

Upon expiration or termination of this Agreement, Employee shall return to their prior position or a substantially equivalent position under terms no less favorable to Employee than prior to the separation, subject to Employer's business needs and applicable law.

6. TERMINATION:

Either party may terminate this Agreement at any time upon written notice to the other party. Termination shall not affect any rights or obligations accrued prior to termination.

7. CONFIDENTIALITY:

Both parties agree to maintain the confidentiality of the terms and existence of this Agreement except as required by law or with prior written consent of the other party.

8. RELEASE OF CLAIMS:

Employee releases Employer from any and all claims, demands, and liabilities arising out of the employment relationship and its termination, except as otherwise provided in this Agreement.

9. GOVERNING LAW AND VENUE:

This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of _____, without regard to conflicts of law principles. Venue for any disputes arising under this Agreement shall be exclusively in the state or federal courts located in _____ County, _____.

10. SEVERABILITY:

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be replaced by a valid provision that most closely reflects the parties' intent.

11. ENTIRE AGREEMENT:

This Agreement constitutes the entire understanding between the parties regarding the temporary separation and supersedes all prior agreements, oral or written, relating to the subject matter herein. Any amendments must be in writing and signed by both parties.

12. COUNTERPARTS AND SIGNATURES:

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures provided by electronic means or PDF shall have the same force and effect as originals.

EMPLOYEE SIGNATURE

EMPLOYER SIGNATURE

Signature: _____

Signature: _____

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