

## **RESIGNATION AND SEVERANCE AGREEMENT AND MUTUAL RELEASE**

This Resignation and Severance Agreement and Mutual Release (hereinafter “Agreement”) is made and entered into by and between Kathryn M. LeRoy (hereinafter “Superintendent”) and The School Board of Polk County, Florida (hereinafter “Board”), collectively the “Parties”.

WHEREAS, the Board employs the Superintendent as the Superintendent of Schools for Polk County, Florida; and

WHEREAS, the Superintendent shall resign effective immediately upon the approval of this Agreement by the Board; and

WHEREAS, the Parties desire to effectuate the Superintendent’s resignation in consideration of the mutual promises expressed in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of such mutual promises being hereby acknowledged, the Parties agree as follows:

1. Incorporation by Reference. The Whereas clauses above are incorporated and made a part of this Agreement.

2. Resignation. The Superintendent herewith tenders her resignation, effective immediately upon the Board’s approval of this Agreement.

3. Severance Payment. In consideration of the Superintendent’s resignation and Release, and in accordance with the Superintendent’s Employment Contract dated May 27, 2014, the Board shall pay to the Superintendent an amount equal to twenty (20) weeks of the Superintendent’s total compensation, as is further defined as “Severance Pay” in Exhibit “A,” less all regular and proper withholding taxes only, within fifteen (15) days of the Board’s approval of this Agreement.

4. Annuity Payment. In consideration of the Superintendent’s resignation and Release, and in accordance with her initial employment contract as well as paragraph 5 of the Superintendent’s Employment Contract dated May 27, 2014, the Board shall pay to Superintendent the amount of money which was contributed, or was to have been contributed to fund a tax-sheltered annuity, as identified in her initial employment contract as well as paragraph 5 of the Superintendent’s Employment Contract dated May 27, 2014, and which accrued

from June 1, 2013 through the date of the Board's approval of this Agreement, and as is further defined as the "Annuity Payment" in Exhibit "B".

5. Terminable Pay. In consideration of the Superintendent's resignation and Release, and in accordance with paragraph 10 of the Superintendent's Employment Contract dated May 27, 2014, the Board shall pay to the Superintendent all accrued and unused vacation and sick leave, within fifteen (15) days of the Board's approval of this Agreement, as is further defined as "Terminable Pay" in Exhibit "B".

6. Reimbursement of Attorneys' Fees and Costs. In consideration of the Superintendent's resignation and Release, and in accordance with paragraph 20 of the Superintendent's Employment Contract dated May 27, 2014, the Board shall reimburse Superintendent for the reasonable attorneys' fees and costs incurred by Superintendent during the course and scope of her employment through the date of the Board's approval of this Agreement, as is further defined as "Reimbursement of Attorney's Fees and Costs Incurred by Superintendent Pursuant to Employment Agreement Dated May 27, 2014" in Exhibit "B," within fifteen (15) days of the Board's approval of this Agreement.

7. ***This paragraph left intentionally blank by the Parties.***

8. Nothing in this Agreement shall be construed to modify, amend or abridge any of the indemnification provisions in paragraph 20 of the Superintendent's Employment Contract dated May 27, 2014.

9. Personal Effects. At a mutually agreeable time, which may include weekend days, occurring no later than ten (10) business days from the date of execution of this Agreement, the Superintendent shall be allowed to collect her personal effects from her offices and the Superintendent shall turn over all Board owned property, including public records pursuant to § 119.021(4) of the Florida Statutes.

10. Severability. The provisions of this Agreement are severable, and if any part of this Agreement is found to be unenforceable the other provisions shall remain fully valid and enforceable.

11. Representation. The Parties represent and agree that they have each been advised by legal counsel of their choosing and that each has carefully read and fully understands all of the provisions of this Agreement.

12. Release of School Board. In consideration of the covenants and promises of the Board as stated in this Agreement, Superintendent hereby irrevocably and unconditionally releases the Board from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including attorney's fees and costs actually incurred, except as otherwise set forth in this Agreement) of any nature whatsoever, known or unknown, suspected or unsuspected, including but not limited to:

- Rights under federal, state or local laws prohibiting sex and age discrimination (Title VII, Age Discrimination in Employment Act, Florida Civil Rights Act);
- Claims of disability discrimination (American with Disabilities Act and Florida Civil Rights Act);
- Claims of any other discrimination proscribed by law;
- Wage/Salary claims (Fair Labor Standards Act);
- Claims based on a contract of employment;

which Superintendent now has, owns, or holds, or claims to have, own or hold, or which Superintendent, at any time through to the date of this approved Agreement had, owned, or held, or claimed to have, own, or hold, provided that, with respect solely to the current employees of the Board as of the date of this Agreement, the Superintendent does not release any individual cause of action she has or may have under § 768.28(9) of the Florida Statutes against any individual employee based on acts or omissions committed while acting outside the course and scope of the individual employee's employment or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, if any such cause of action exists.

13. Release of Superintendent. In consideration of the covenants and promises of Superintendent as stated in this Agreement, the Board hereby irrevocably and unconditionally releases Superintendent from any and all charges,

complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including attorney's fees and costs actually incurred) of any nature whatsoever, known or unknown, suspected or unsuspected, which the Board now has, owns, or holds, or claims to have, own or hold, or which the Board, at any time through to the date of this approved Agreement had, owned, or held, or claimed to have, own, or hold.

14. Entire Agreement. This Agreement sets forth the entire Agreement between the Parties hereto and supersedes any and all prior arrangements or understandings between the Parties pertaining to the subject matter hereof.

15. Derogatory Comments. The Parties expressly agree not to make any derogatory, false, belittling, derisive, disparaging, libelous or negative remarks regarding the other. This provision shall not be construed to prevent the exercise of constitutional rights or to prevent the Board or Superintendent from complying with public disclosure obligations imposed by Florida's public records and open government laws.

**16. SPECIAL PROVISION REQUIRED BY THE AGE DISCRIMINATION IN EMPLOYMENT ACT. SUPERINTENDENT EXPRESSLY AGREES SHE HAS ENTERED INTO THIS AGREEMENT VOLUNTARILY AND FULLY UNDERSTANDS ALL OF ITS PROVISIONS, INCLUDING THAT IT IS A FULL AND FINAL RELEASE OF ALL CLAIMS PRESENTLY EXISTING AND FUTURE CLAIMS AGAINST THE BOARD, IN THEIR INDIVIDUAL AND OFFICIAL CAPACITIES, ARISING FROM OR RELATED TO HER EMPLOYMENT WITH THE BOARD AND HER RESIGNATION. THE SUPERINTENDENT HAS BEEN ADVISED BY AND CONSULTED WITH AN ATTORNEY PRIOR TO EXECUTING THIS AGREEMENT. PURSUANT TO THE OLDER WORKER'S BENEFIT PROTECTION ACT AND THE AGE DISCRIMINATION IN EMPLOYMENT ACT, THE SUPERINTENDENT UNDERSTANDS SHE HAS UP TO TWENTY-ONE (21) CALENDAR DAYS AFTER RECEIPT OF THIS AGREEMENT TO CONSIDER AND ACCEPT THIS AGREEMENT, AND THAT SHE MAY REVOKE THIS AGREEMENT IN WRITING WITHIN SEVEN (7) CALENDAR DAYS AFTER ITS EXECUTION. IT IS AGREED BETWEEN THE PARTIES THAT NO COMPENSATION THIS AGREEMENT CONTEMPLATES BEING PAID TO THE SUPERINTENDENT WILL BE PAID TO HER**

**PRIOR TO THE EXPIRATION OF THE SEVEN (7) DAY REVOCATION PERIOD CITED IN THIS PARAGRAPH.**

17. Governing Law and Venue. The Parties agree that this Agreement was consummated and entered into in Polk County, Florida. The Parties further agree that Florida law shall apply in construing any of its provisions and that exclusive venue for any dispute arising from this Agreement shall be in the state courts located in Polk County, Florida.

18. Prevailing Party Attorney's Fees. Should litigation arise in law or in equity due to any violation of this Agreement, the prevailing party shall be entitled to their reasonable attorney's fees and costs incurred in such action.

**PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A MUTUAL RELEASE OF KNOWN AND UNKNOWN CLAIMS.**

THE SCHOOL BOARD OF POLK  
COUNTY, FLORIDA

SUPERINTENDENT

BY: \_\_\_\_\_  
Chairperson

By: \_\_\_\_\_  
Kathryn M. LeRoy

Date Approved: \_\_\_\_\_

Date Approved: \_\_\_\_\_

Exhibit "A"

**Severance Pay:**

1) Base salary x 20 weeks (based on base salary of \$231,750.00) =  
**\$89,135.00**

2) FRS contribution x 20 weeks (based on monthly contribution of  
\$4,967.72) = **\$19,102.00** (Estimated)

3) Annuity payment (equal to 10% of base salary of \$231,750.00) x 20  
weeks = **\$8,914.00**

4) Cash equivalent to the Board Contribution for health coverage x 20  
weeks = **\$2,649.00**

**TOTAL: \$119,800.00**

Exhibit "B"

Contractual Items

**Annuity Payment:**

1) Payment equal to 10% of Superintendent's monthly contractual salary from date of hire, June 1, 2013, through the date the Board approves this Agreement = **\$61,416.00**

**Terminable Pay:**

1) Unused vacation leave = **\$19,520.00** (Estimated)

2) Unused sick leave = **\$2,463.00** (Estimated)

**Reimbursement of Attorney's Fees and Costs Incurred by Superintendent Pursuant to Paragraph 20 of Employment Agreement dated May 27, 2014:**

1) **\$30,118.19**

**TOTAL: \$113,517.19**