

DRAFT
SEPARATION AGREEMENT AND GENERAL RELEASE

THIS SEPARATION AGREEMENT AND GENERAL RELEASE (hereinafter “Agreement”) is made and entered into by and between (hereinafter referred to as “Employee”) and Sumter County Board of County Commissioners, its elected officials, administrators, and employees (hereinafter collectively referred to as “Employer”).

W I T N E S S E T H:

WHEREAS, Employee has been employed by Employer (“Employment”).

WHEREAS, Employer has decided to terminate the Employment as a part of a restructuring of the _____ department and consequent reduction in force, and Employee and Employer desire to settle fully and finally all outstanding matters between them, including, but in no way limited to, any outstanding matters that exist or may arise out of Employee’s Employment with Employer and the termination of that Employment;

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein, it is agreed as follows:

FIRST: This Agreement shall not in any way be construed as an admission by Employer that it has acted wrongfully with respect to Employee in connection with Employee’s Employment or the termination thereof, or that Employee has any legal rights whatsoever against Employer or Employer’s elected officials, administrators, and employees (hereinafter, collectively referred to as “Releasees”).

SECOND: Employee and Employer agree that the Employment of the Employee shall terminate effective as of the end of the business day on _____ (the “Termination Date”). Employee and Employer agree that the Employee will not perform any duties for Employer or use Employer’s offices after the Termination Date.

THIRD: By entering into this Agreement, Employee hereby irrevocably and unconditionally releases and acquits and forever discharges, for Employee and Employee’s successors and heirs, Employee’s right to file a grievance or any other claim otherwise available to Employee, or a lawsuit or other claim against the Releasees, individually or collectively, for damages (money), back pay, front pay, unpaid wages, liquidated damages, compensatory damages, punitive damages, statutory penalties, reinstatement, injunctive relief, declaratory relief, attorney's fees, or costs arising out of Employee's employment with Employer and the termination of Employee's employment. This includes any and all lawsuits and claims under (1) the Civil Rights Act of 1991, (2) Title VII of the Civil Rights Act of 1964, (3) the Civil Rights Act of 1866, (4) Section 1983 of the Civil Rights Act of 1871, (5) the Age Discrimination In Employment Act, (6) the Equal Pay Act, (7) the Public Employees Relations Act, (8) the Fair Labor Standards Act, (9) The Family and Medical Leave Act of 1993 (FMLA); (10) the Florida

Whistleblowers Act, (11) the Americans With Disabilities Act, (12) Veterans' Reemployment Rights Act, as amended (USERRA) (13) the Florida Civil Rights Act, and (14) any other federal or state statutory or common law theory of liability or damages.

Employee's signature below certifies that Employee has not assigned or transferred or purported to assign or transfer any claim or matter released by and through this Agreement.

The release of claims in this paragraph shall be effective to release all of Employee's claims against the Releasees, individually and collectively, including claims that are known or unknown, suspected or unsuspected provided; however, this Release shall not apply to any rights or claims that may arise after the date of this Agreement or that by federal or state statute cannot be waived.

FOURTH: As consideration for the release of claims by Employee in this Agreement, Employer will:

- (1) Pay to Employee a Severance Benefit equal to one (1) week's pay for each full Year of Service and a pro rata amount of one (1) week's pay for each partial year of service completed by Employee with Employer as of the Termination Date, less applicable federal, state and local taxes. For example, if Employee completed six and one-half years of service as of the Termination Date, the severance benefit would equal six and one-half week's pay; and
- (2) Payment to Employee a Severance Benefit equal to the balance of the current pay period plus an additional two weeks pay, less applicable federal, state and local taxes and
- (3) Payment of the premiums for employee-only COBRA continuation coverage for Employer's group health and/or dental plan(s) in which Employee was participating on the Termination Date for a period of three (3) months, beginning with the date the Employee otherwise loses coverage under such plan(s) as a result of the termination of employment (provided that the Participant otherwise remains eligible for COBRA coverage during such period)

If the Employee elects family coverage under the Employer's group health and or dental plan(s) in which the employee was participating at the time of his termination of employment, the Employee must pay the difference in the COBRA premium for such coverage in the time and manner explained in the COBRA notice and election form.

If the Employee elects COBRA continuation coverage, the subsidy described above will **not** be paid directly to the Employee, but rather to the Board of Sumter County Commissioners Group Health Plan.

- (4) Pay to Employee twenty-five percent (25%) of the value of accrued, but unused, sick leave as of the Termination Date, less applicable federal, state and local taxes.

FIFTH: The provisions of this Agreement are severable, and if any part of it is found to be unenforceable, the other paragraphs shall remain fully valid and enforceable. This Agreement shall survive the termination of any arrangement contained herein.

SIXTH: Employee by signature below represents and acknowledges that:

- (1) This Agreement sets forth the entire agreement between the parties hereto and, except as otherwise provided herein, fully supersedes any and all prior agreements or understandings between Employer and Employee pertaining to the subject matter of this Agreement;
- (2) Employee agrees to return to Employer all documents, information, data, keys, credit cards, computer discs and files, and any other property of Employer issued to or otherwise in Employee's possession on or before the date Employee signs the Agreement;
- (3) Any violation of the provisions of this agreement by Employee shall constitute a default;
- (4) In the event of Employee's default, a breach and/or violation of this Agreement, Employer will, except in the case of any challenge of the Agreement under the Age Discrimination In Employment Act, take all legal action(s) available to it to recover all monies paid to Employee under the terms of this Agreement and to terminate all remaining rights or privileges granted, secured, or otherwise made available to Employee by this Agreement;
- (5) No one from any of the Releasees or the Releasees' agents, representatives, or attorneys have tried to mislead Employee, nor have they tried to pressure Employee into signing this Agreement;
- (6) Attachment A to this Agreement provides the job titles and ages of all persons at Sumter County Building Services Department who have and have not been selected for termination under the Restructuring, and also sets forth the eligibility criteria for the severance benefits;
- (7) Employee has been advised to discuss this Agreement with an attorney and that Employee may take forty-five (45) days to review this Agreement and that if Employee does not advise Employer of acceptance or rejection of the terms contained herein by signing this Agreement by the close of business on, _____, this Agreement will become null and void and Employee will not be entitled to any of the consideration offered under this Agreement;
- (8) Employee has carefully read and fully understands all of the provisions of this Agreement and is now voluntarily entering into this Agreement;
- (9) In executing this Agreement, Employee does not rely and has not relied upon any representation, inducement, agreement or statement not set forth herein or made by

any of the Releasees or by any of the Releasees' agents, representatives, or attorneys with regard to the subject matter, basis, or effect of this Agreement; and

- (10) In executing this Settlement Agreement and General Release, Employee agrees not to seek reemployment with Employer for six (6) months following Employee's execution of this Settlement Agreement and General Release.

SEVENTH: The laws of the State of Florida shall govern the contractual effect, intent and construction of this Settlement Agreement and General Release.

EIGHTH: After carefully considering this matter, I have freely, knowingly and voluntarily decided to sign this Agreement in order to get the consideration being offered by Employer. I also understand that I have seven (7) days after I sign this Agreement to change my mind and revoke this Agreement. I understand that this Agreement is not effective and I will not receive any of the consideration offered by Employer until after this seven-day revocation period expires. I also understand that if I change my mind and revoke this Agreement, I will not be entitled to the consideration I would otherwise receive under the terms of this Agreement. I understand that if I desire to cancel or revoke this Agreement I must provide written notice to Kitty L. Fields at Employer's place of business on or before the close of business on the seventh day after I sign this Agreement. Further, I understand that by accepting the consideration made available to me under the terms of this Agreement I will be further demonstrating that I DO NOT want to cancel or revoke this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date written below.

By: _____ Date _____

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____ Date _____

Title: County Administrator