

SEPARATION AGREEMENT BETWEEN MARI ELLEN ASPLEN AND SCHOOL BOARD OF SARASOTA COUNTY

This Separation Agreement (“Agreement”) is made between the School Board of Sarasota County (“School Board”), and Mari Ellen Asplen (“Employee”) (collectively, the “Parties”), intending to be legally bound, and in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Terms of Separation. Employee’s employment as a full-time supervisor with the School Board is hereby ended effective on the latter date of expiration of the Revocation Period (defined below) and approval of this Agreement at a noticed public meeting (“Supervisor End Date”). Employee will remain employed for a set term that begins the next day following the Supervisor End Date and that ends January 9, 2023 (“Consultant Transition Period”). During the Consultant Transition Period, Employee shall be employed in a non-supervisory capacity as an employee consultant subject to the terms described in (d), below.

Upon full execution of this Agreement and the occurrence of the Supervisor End Date the Parties stipulate that Employee’s annual contract with School Board (“Employment Contract”) shall terminate with nothing further owed pursuant to it, except for any provisions expressly included herein. Employee waives any challenges, grievances, entitlement to due process, deadlines, or other entitlement or appellate right provided or available pursuant to the Employment Contract or her employment with School Board.

The School Board shall further:

- (a) Characterize the end of Employee’s employment as a resignation on all relevant School Board paperwork;
- (b) Pay Employee at her regular rate of pay, minus regular taxes and withholdings, through the Supervisor End Date;
- (c) Immediately upon the occurrence of the Supervisor End Date deactivate all email accounts, security access, and other conditions or access available to Employee. Employee will be responsible for promptly returning any School Board-issued equipment. The School Board agrees to permit Employee to pack her office one time in a private and respectful manner with supervised access to do so after hours at a time agreed upon by the Parties within 72 hours of the Supervisor End Date. The supervised access shall be overseen by a cabinet-level employee of Employee’s choosing. Employee shall coordinate office packing with legal counsel for the School Board.
- (d) Pay Employee to be available during the Consultant Transition Period as an employee consultant at the rate of her ending rate of pay at the Supervisor End Date plus any retroactive pay increase percentage approved thereafter by the School Board for School Board supervisory

employees (if such an increase is approved by the School Board), minus regular taxes and withholdings along with continuation of health insurance benefits. During the Consultant Transition Period, Employee will not report but will be available to and will answer any work-related questions from her former supervisor or his/her designee by return phone call as promptly as possible, but no later than the end of the same business day to the best of her abilities between 9 am and 5 pm. Employee shall maintain a cell phone until January 9, 2023, and ensure her former supervisor has the phone number;

- (e) Pay Employee, subject to any School Board imposed limitations, retroactive to July 1, 2022, through the Supervisor End Date a lump sum, minus regular taxes and withholdings, in an amount equal to the percentage received by other materially-similar School Board supervisors in an award by the School Board, if such an award by the School Board to School Board supervisors is thereafter approved by the School Board at a publicly-noticed meeting. In the event such a lump sum award is authorized by the School Board, the School Board shall pay it to Employee within thirty (30) days of such award by the School Board;
- (f) Pay Employee for any accrued but unused leave to which she is due compensation as a condition of her employment pursuant to School Board's normal practices for employees who resign, through the end of the Consultant Transition Period, at her regular rate of pay at the end of the Consultant Transition Period, minus regular taxes and withholdings, in one lump sum payment within thirty (30) days of execution of this Agreement.

The Parties acknowledge that all compensation paid by School Board to Employee pursuant to this Agreement shall count for Florida Retirement System (FRS) purposes to the extent permitted by law.

2. Employee Acknowledgement: Employee acknowledges that Employee is not entitled and shall not receive or otherwise be compensated in any form for any benefit, payment, or other remuneration whatsoever that is not expressly enumerated in Section 1., above.

3. Acknowledgement of Resignation of Superintendent: The Parties acknowledge that performance of the terms and obligations of this Agreement are contingent upon and require the resignation of Superintendent Brennan Asplen's employment with School Board in writing and his execution of a mutually agreeable separate separation agreement prior or simultaneous to the full execution of this Agreement.

4. Mutual Non-Disparagement. Employee agrees not to disparage the School Board and its currently elected School Board members. The School Board and each of its elected School Board members agree not to disparage Employee.

5. No Admissions. This Agreement is not and shall not in any way be construed as an admission by either Party of any wrongful act or omission, or any liability due and owing, or any violation of any federal, state or local law or regulation or the common law.

6. Release by Employee. That the undersigned, Mari Ellen Asplen, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, hereby releases and forever discharges the School Board of Sarasota County, and all of its past and present Board members, students, parents, agents, representatives, principals, attorneys, affiliates, administrators vendors, contractors, owners, corporations, subsidiaries, officers, directors, employees, assigns and successors, and all other persons, firms or corporations connected or affiliated therewith (collectively "Releasees"), of and from any and all legal, equitable or other claims, demands, setoffs, defenses, contracts, accounts, suits, debts, agreements, actions, causes of action, sums of money, judgments, findings, controversies, disputes, or past, present and future duties, responsibilities, obligations, or suits at law and/or equity of whatsoever kind, from the beginning of the world to the date hereof, in addition, without limitation, any and all actions, causes of action, claims, counterclaims, third party claims, and any and all other federal, state, local and/or municipality statutes, laws and/or regulations and any ordinance and/or common law pertaining to employment and otherwise and any and all other claims which have been or which could have been asserted against any party in any forum.

By signing this Release, Employee knowingly and voluntarily fully releases and forever discharges Releasees of and from all claims, demands and liability of any kind arising under any statute, law or ordinance, including, without limitation, Title VII of the Civil Rights Act of 1964, the Fair Labor Standards Act, the Family & Medical Leave Act, the National Labor Relations Act, the Americans with Disabilities Act, any retaliation statute, any whistleblower statute, any state Human Rights Act, Fla. Stat. 448, or any facts or claims arising under the Age Discrimination in Employment Act ("ADEA"). This Release is intended to cover all actions, causes of action, claims and demands for damages, loss or injury arising from the beginning of time until the date of this Release, whether presently known or unknown to Employee. However, Employee does not waive her rights to claims which may arise after this Release becomes effective.

Employee is also not waiving any rights she may have to: (a) her own vested accrued employee benefits under health, welfare, or retirement benefit plans; (b) benefits and/or the right to seek benefits under applicable workers' compensation and/or unemployment compensation statutes; (c) enforce this Agreement; and/or (e) challenge the validity of this Agreement.

In addition, Employee is hereby advised to consult with an attorney prior to executing this Release. Employee agrees that she has been given a reasonable time in which to consider the Release and seek such consultation. Employee further warrants that she has consulted with knowledgeable persons concerning the effect of this Release and all rights which she might have under any and all state and federal laws relating to

employment and otherwise. Employee fully understands these rights and that by signing this Release Employee forfeits all rights to sue Releasees for matters relating to or arising out of his employment, her separation, or otherwise. Employee may preserve her legal right to sue by refusing to sign this Release, in which case she will not receive the benefit of the additional consideration outlined herein.

In accordance with provisions of the ADEA, as amended, 29 U.S.C. §§601-634, Employee is hereby provided a period of twenty-one (21) days from the date she receives this Release to review the waiver of her rights under the ADEA and sign this Release. Furthermore, Employee has seven (7) days after the date she signs the Release (“Revocation Period”) to revoke her consent. This Release shall not become effective or enforceable until the Revocation Period has expired. If Employee does not deliver a written revocation to Bridget Ziegler, Board chair for the School Board via certified mail, return receipt with a copy provided simultaneously via e-mail to bridget.ziegler@sarasotacountyschools.net before the Revocation Period expires, this Release will become effective.

7. Release by School Board: The School Board of Sarasota County, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, hereby releases and forever discharges Mari Ellen Asplen, of and from any and all legal, equitable or other claims, demands, setoffs, defenses, contracts, accounts, suits, debts, agreements, actions, causes of action, sums of money, judgments, findings, controversies, disputes, or past, present and future duties, responsibilities, obligations, or suits at law and/or equity of whatsoever kind, from the beginning of the world to the date hereof, in addition, without limitation, any and all actions, causes of action, claims, counterclaims, third party claims, and any and all other federal, state, local and/or municipality statutes, laws and/or regulations and any ordinance and/or common law pertaining to employment and otherwise and any and all other claims which have been or which could have been asserted against any party in any forum.

8. Governmental Agencies. Nothing in this Agreement prohibits or prevents Employee from filing a charge with or participating, testifying, or assisting in any investigation, hearing, or other proceeding before the U.S. Equal Employment Opportunity Commission, the National Labor Relations Board or a similar agency enforcing federal, state, or local anti-discrimination laws. However, to the maximum extent permitted by law, Employee agrees that if such an administrative claim is made to such an anti-discrimination agency, she shall not be entitled to recover any individual monetary relief or other individual remedies. In addition, nothing in this Agreement, including but not limited to the release of claims nor the non-disparagement clauses, prohibits Employee from: (1) reporting possible violations of federal law or regulations, including any possible securities laws violations, to any governmental agency or entity, including but not limited to the U.S. Department of Justice, the U.S. Securities and Exchange Commission, the U.S. Congress, or any agency Inspector General; (2) making any other disclosures that are protected under the whistleblower provisions of federal law or regulations; or (3) otherwise fully participating in any federal whistleblower programs,

including but not limited to any such programs managed by the U.S. Securities and Exchange Commission and/or the Occupational Safety and Health Administration.

9. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, agreements and understandings, oral and written, among the Parties hereto with respect to the subject matter hereof.

10. Amendments and Modifications. This Agreement may not be amended or modified except in writing signed by Employee and School Board at the time of the amendment or modification, specifically stating that it is an Amendment to this Agreement.

11. Drafting. The Parties acknowledge that this Agreement is a product of joint drafting efforts, and shall not be construed against any one party as the drafter.

12. Governing Law and Venue. This Agreement and all of the terms and conditions hereof, shall be construed and interpreted in accordance with the laws of Florida. Should it become necessary for either party to bring action to enforce this Agreement, such action shall be brought in the Circuit Court in Sarasota, Florida.

13. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereto and this Agreement shall be construed in all respects as though such invalid or unenforceable provisions were omitted.

14. Waiver. The waiver by any Party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any Party.

15. Counterparts and Duplicates. If this Agreement is executed in counterparts, each counterpart shall be deemed an original and all counterparts so executed shall constitute one Agreement, binding on all of the parties hereto, notwithstanding that all of the Parties are not signatory to the same counterpart. This original Agreement or a duplicate copy of the original Agreement shall suffice in an action to enforce any of the terms and conditions herein. The parties agree that electronic signatures will suffice and bind the parties accordingly.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS THEREOF, the Parties hereto acknowledge, understand and agree to this Agreement. The Parties understand and intend to be bound by all of the clauses contained in this document.

MARI ELLEN ASPLEN

SCHOOL BOARD OF SARASOTA
COUNTY

BY: Board Chair

Mari Ellen Asplen

Bridget Ziegler, Chairperson
School Board of Sarasota County

December 5, 2022

Dated: _____