## SETTLEMENT AND RELEASE AGREEMENT

**This Settlement and Release Agreement** ("Agreement") is entered by and between the University of Central Florida Board of Trustees ("UCF") and Elizabeth Dooley ("Dooley") and is dated March 31, 2020.

## BACKGROUND

WHEREAS, Dooley is the current Provost of UCF; and

WHEREAS, Dooley desires to step down from her position as Provost and transition to a tenured faculty position in the College of Community Innovation and Education; and

WHEREAS, the parties desire to memorialize her transition to the faculty over the next year.

NOW THEREFORE, in consideration of the benefits to be received by each party, the sufficiency of which is acknowledged, the parties agree as follows:

## **TERMS**

- 1. Dooley will step down from her position as Provost of UCF effective April 3, 2020.
- 2. Effective April 3, 2020, Dooley shall assume her tenured faculty role as a member of the College of Community Innovation and Education at the Rank of Professor. From this date through the end of the Fall semester 2020, Dooley will prepare for a return to the faculty and perform other duties as determined by the Dean of the College in consultation with Dooley.
- 3. Upon return to the faculty, and as provided by the Faculty Administrator Conversion to Department and Rank policy, Dooley shall be paid 81.82 % of her current total compensation package of \$470,400.00 for a 9-month appointment. Dooley will be granted a summer assignment for Summer 2020.
- 4. Dooley shall keep any deferred compensation she has accrued under the terms of her current contract.
- 5. Dooley and UCF, their heirs, agents, officers, directors, employees, administrators, affiliates, and any other person or entity claiming by or through them, hereby now and forever release, acquit and discharge each other (hereinafter "Released Parties"), of and from any and all claims, demands, actions, causes of action, suits, costs, attorney's fees, damages, expenses, compensation and liability of any kind, character and description, whether for compensatory, punitive or other damages which Dooley or UCF has or may have against each other arising out or connected with Dooley's employment as Provost.
- 6. The parties will cooperate on issuing a press release to announce Dooley's return to faculty.

- 7. This is the entire Agreement between Dooley and UCF and it may not be supplemented or changed without the written consent of each party. All prior representations regarding this Agreement, whether oral or written, are disclaimed by all parties unless expressly incorporated into this Agreement.
- 8. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart.
- 9. This Agreement shall be governed in all respects, including validity, interpretation and effect, by the internal laws of the State of Florida.

IN WITNESS WHEREOF, the undersigned parties execute this Agreement effective as of the date referenced above.

University of Central Florida Board of
Trustees

Thaddew Seymour Jr.

Signed: Tuesday, March 31, 2020

By:\_\_\_\_\_
Thad Seymour, Jr.

Interim President

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

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