

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL DISTRICT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA

CASE NO.

SOPHIA WISNIEWSKA,

Plaintiff,

v.

UNIVERSITY OF SOUTH FLORIDA BOARD
OF TRUSTEES, and JUDY L. GENSHAFT,

Defendants.

COMPLAINT

Plaintiff, SOPHIA WISNIEWSKA (hereinafter, “WISNIEWSKA” or “Plaintiff”), by and through the undersigned attorney, hereby files this Complaint against Defendants, UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES, (hereinafter “USF”) and JUDY L. GENSHAFT (hereafter “GENSHAFT”), and says:

JURISDICTION AND VENUE

1. This is an action for damages under Florida common law for breach of contract, breach of the covenant of good faith and fair dealing, defamation, tortious interference with a business relationship, and intentional infliction of emotional distress, which exceed Fifteen Thousand and 00/100 (\$15,000.00) Dollars, exclusive of attorney’s fees, costs, and interest.

2. Plaintiff is a resident of California over the age of eighteen years and otherwise sui juris.

3. Defendant USF is a public research university, within its main campus in Tampa, Hillsborough County, Florida. The USF has three institutions, one of which is USF St. Petersburg

(“USFSP”). Defendant USF is and has been conducting substantial business within Florida and is subject to the laws of the State of Florida.

4. Defendant GENSHAFT is a resident of Hillsborough County, Florida.

5. Defendant GENSHAFT is the president of the USF. She acted and acts directly in the interests of USF. Defendant GENSHAFT’s actions in relation to Plaintiff were within the scope of her employment with USF.

6. All conditions precedent to this action have been performed or waived.

7. Plaintiff sent a letter of demand to Defendants on October 3, 2018 which put Defendants on notice of Plaintiff’s intent to initiate the instant action (“Demand,” attached hereto as “Exhibit A”), pursuant to Fla. Stat. § 768.28(6)(a).

GENERAL ALLEGATIONS

8. Plaintiff worked for the USF as the Regional Chancellor for USFSP, from July 1, 2013 through September 18, 2017. Plaintiff worked for USF as a tenured faculty member in the Department of Society, Culture and Language at USFSP from July 1, 2013 through May 1, 2018.

9. During the course of Plaintiff’s employment with USF, Plaintiff reported directly to the USF President, GENSHAFT. Plaintiff’s duties included providing leadership to the USFSP to further its mission with respect to service to students and the community within the USF.

10. In or about the week of September 10, 2017, during Hurricane Irma, Plaintiff competently fulfilled her role as the Regional Chancellor for USFSP. Even after Plaintiff evacuated the state, she retained her presence through phones and emails until the storm weakened.

11. Due to Plaintiff’s competency and leadership during the storm, all students remained safe and USFSP suffered no damages.

12. However, GENSHAFT, on behalf of USF, drafted a termination letter (attached as “Exhibit B”) for cause falsely accusing that Plaintiff lacked leadership in response to Hurricane Irma and created an intolerable safety risk to the students at USF.

13. Plaintiff properly responded and denied the assertions, and agreed to voluntarily resign, as a compromise, instead of disputing the termination and continuing to be defamed by GENSHAFT.

14. Plaintiff entered into negotiation for the Resignation Agreement (“Agreement,” hereto attached as “Exhibit C”) in good faith.

15. While the negotiation was ongoing, GENSHAFT distributed, or caused to be distributed, a copy of the draft termination letter to the Tampa Bay Times and instructed Tampa Bay Times to embargo the information until the Agreement was signed.

16. The Agreement specifically included a non-disparagement clause directed towards the President of the University (GENSHAFT). Plaintiff was also reassured prior to signing the Agreement that the termination letter would not be executed or placed in her personnel file, thereby rendering the letter subject to the Florida Sunshine Laws.

17. GENSHAFT’s actions were intentional and outrageous.

18. Due to the distribution and subsequent publication of the defamatory termination letter, Plaintiff suffered severe monetary damages and emotional distress.

19. Plaintiff has retained the undersigned firm to prosecute this action on her behalf and has agreed to pay it a reasonable fee for its services.

COUNT ONE – BREACH OF CONTRACT
(AGAINST USE)

20. Plaintiff re-alleges and re-avers paragraphs 1-19 as fully set forth herein.

21. On September 18, 2017, Plaintiff and USF entered into the Agreement and the parties agreed to “refrain from professionally derogatory comments regarding USF and each other, including but not limited to comments that could reasonably affect employability and professional standing.” (Exhibit C § 2).

22. GENSHAFT, on behalf of USF, distributed or caused to be distributed the defamatory termination letter to the Tampa Bay Times and instructed the Tampa Bay Times to embargo the information until the Agreement was signed.

23. GENSHAFT then authorized, directly or indirectly, the release of the defamatory termination letter by the Tampa Bay Times shortly after the Agreement was signed

24. USF materially breached the Agreement when the Tampa Bay Times published the defamatory termination letter together with related information as instructed after the Agreement was executed.

25. As a result of USF’s breach, Plaintiff’s reputation was disparaged and her employability and professional standing were destroyed. Plaintiff suffered both monetary damages and emotional distress.

WHEREFORE, Plaintiff requests judgment against Defendant USF as follows:

- a. Compensatory damages according to proof;
- b. Plaintiff’s costs of suit herein; and
- c. Such other and further relief as the Court deems proper.

**COUNT TWO – BREACH OF THE COVENANT OF
GOOD FAITH AND FAIR DEALING
(AGAINST USF)**

26. Plaintiff re-alleges and re-avers paragraphs 1-19 as fully set forth herein.
27. Plaintiff and USF entered into the Agreement on September 18, 2017.

28. According to the Agreement, Plaintiff would tender an irrevocable, voluntary resignation for her position of Regional Vice Chancellor of USFSP effective September 18, 2017, and for her tenured faculty position in the Department of Society, Culture and Language at USFSP effective May 1, 2018.

29. The Agreement included a non-disparagement clause and Plaintiff was assured during negotiations for the Agreement that the termination letter would not be executed or placed in her personnel file.

30. Plaintiff fulfilled her obligations under the Agreement and tendered an irrevocable, voluntary resignation for both her positions accordingly.

31. All conditions required for Defendants' performance under the agreement had occurred.

32. However, prior to the execution of the Agreement, Defendant GENSHAFT, on behalf of Defendant USF, willfully and maliciously distributed, or caused to be distributed, a copy of the defamatory termination letter to the Tampa Bay Times and instructed Tampa Bay Times to embargo the information until the Agreement was signed.

33. Defendants' actions unfairly interfered with the non-disparagement clause in the Agreement and did not comport with Plaintiff's reasonable expectations that the draft termination letter would stay away from the public.

34. As a result, the defamatory termination letter disparaged Plaintiff's reputation and destroyed her employability and professional standing. Plaintiff suffered severe monetary damages and emotional distress.

WHEREFORE, Plaintiff requests judgement for:

- a. Compensatory damages according to proof;

- b. Plaintiff's costs of suit herein; and
- c. Such other and further relief as the Court deems proper.

COUNT THREE – BREACH OF CONTRACT
(AGAINST GENSHAFT)

35. Plaintiff re-alleges and re-avers paragraphs 1-19 as fully set forth herein.

36. On September 18, 2017, Plaintiff and USF entered into the Agreement and the parties agreed that “both the USF System President and Dr. Wisniewska agree to refrain from professionally derogatory comments regarding USF and each other, including but not limited to comments that could reasonably affect employability and professional standing.”

37. GENSHAFT, as the USF System President at the time, was bound by the Agreement. Nonetheless, GENSHAFT authorized directly or indirectly the release of the defamatory termination letter by the Tampa Bay Times shortly after the Agreement was signed.

38. GENSHAFT materially breached the Agreement when she authorized the Tampa Bay Times to publish the defamatory termination letter together with related information as instructed after the Agreement was executed.

39. As a result of GENSHAFT's breach, Plaintiff's reputation was disparaged and her employability and professional standing were destroyed. Plaintiff suffered both monetary damages and emotional distress.

WHEREFORE, Plaintiff requests judgment against Defendant GENSHAFT as follows:

- a. Compensatory damages according to proof;
- b. Plaintiff's costs of suit herein; and
- c. Such other and further relief as the Court deems proper.

COUNT FOUR – DEFAMATION
(AGAINST GENSHAFT)

40. Plaintiff re-alleges and re-avers paragraphs 1-19 as fully set forth herein.

41. In or about the week of September 10, 2017, during Hurricane Irma, Plaintiff competently fulfilled her role as the Regional Chancellor for USFSP.

42. Even after Plaintiff evacuated the state, she retained her presence through phones and emails until the storm weakened.

43. Due to Plaintiff's competency and leadership during the storm, all students remained safe and USFSP suffered no damages.

44. However, GENSHAFT drafted a termination letter for cause, full of false and malicious allegations against Plaintiff.

45. Defendants published such false and malicious statements by distributing the termination letter to the Tampa Bay Times.

46. GENSHAFT drafted the defamatory termination letter without reasonable care as to whether the alleged false and malicious statements were actually true or false.

47. As a proximate result of the above-described publications, Plaintiff's reputation was disparaged, and her employability and professional standing were destroyed. Plaintiff was unable to obtain employment in her field, which caused her both monetary damages and emotional distress.

48. The above-described publications were not privileged because they were published by GENSHAFT with malice, hatred, and ill will toward Plaintiff and the desire to injure her.

WHEREFORE, Plaintiff requests judgement for:

- a. Compensatory damages according to proof;

- b. Punitive damages as may ultimately be pled and proven;
- c. Plaintiff's costs of suit herein; and
- d. Such other and further relief as the Court deems proper.

COUNT FIVE – TORTIOUS INTERFERENCE
WITH A BUSINESS RELATIONSHIP
(AGAINST GENSHAFT)

49. Plaintiff re-alleges and re-avers paragraphs 1-19 as fully set forth herein.

50. A business relationship existed between Plaintiff and USF when Plaintiff was employed by USF as the Regional Vice Chancellor of USFSP and a tenured faculty member in the Department of Society, Culture and Language at USFSP.

51. As the President of USF, GENSHAFT knew about the above-described business relationship.

52. Plaintiff competently and successfully led USFSP through Hurricane Irma, all students remained safe, and USFSP suffered no damages.

53. GENSHAFT interfered with the business relationship between Plaintiff and USF by drafting the defamatory termination letter, embargoing or causing the letter to be embargoed with the Tampa Bay Times, deliberately placing the letter in Plaintiff's personnel file and/or failing to advise Plaintiff of any of these actions at the time of the settlement negotiations leading to the Agreement.

54. GENSHAFT's interference was intentional and unjustified.

55. As a result of GENSHAFT's interference, Plaintiff lost her positions at USFSP, and was unable to obtain employment in her field which caused her both monetary damages and emotional distress.

WHEREFORE, Plaintiff requests judgement for:

- a. Compensatory damages according to proof;
- b. Punitive damages as may ultimately be pled and proven;
- c. Plaintiff's costs of suit herein; and
- d. Such other and further relief as the Court deems proper.

**COUNT SIX – INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS
(AGAINST GENSHAFT)**

56. Plaintiff re-alleges and re-avers paragraphs 1-19 as fully set forth herein.

57. GENSHAFT deliberately or recklessly drafted the defamatory termination letter, and knew or should have known that the statements were false.

58. GENSHAFT distributed, or caused to be distributed, the defamatory letter to the Tampa Bay Times and instructed the Tampa Bay Times to embargo the information until the Agreement was signed, despite that a non-disparagement clause was included in the Agreement and GENSHAFT had specifically assured Plaintiff that the termination letter would not be executed or placed in her file.

59. GENSHAFT's conduct was outrageous, causing Plaintiff emotional distress so severe that no reasonable person should be expected to endure.

WHEREFORE, Plaintiff requests judgement for:

- a. Compensatory damages according to proof;
- b. Punitive damages as may ultimately be pled and proven;
- c. Plaintiff's costs of suit herein; and
- d. Such other and further relief as the Court deems proper.

DEMAND FOR JURY TRIAL

Plaintiff, SOPHIA WISNIEWSKA, hereby demands a trial by jury on all issues and counts so triable contained herein.

Dated: April 26, 2019.

LAW OFFICES OF CHARLES EISS, P.L.

Attorneys for Plaintiff
7951 SW 6th Street, Suite 308
Plantation, Florida 33324
(954) 914-7890 (Telephone)
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By: /s/ Charles Eiss
CHARLES M. EISS, Esq.
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LAW OFFICES OF CHARLES EISS, P.L.

"Representing Employers and Employees...but Not On the Same Case!"

October 3, 2018

Gerard Solis, Esq.
University of South Florida, Office of the General Counsel
4202 E. Fowler Ave.
Tampa, FL 33620

Re: Dr. Sophia Wisniewska

SENT BY REGULAR AND CERTIFIED MAIL

Dear Mr. Solis:

Please be advised that this letter is written on behalf of our client, Dr. Sophia Wisniewska, pursuant to Florida Statute § 768.28, and the exceptions thereto, to advise you of her intent to claim damages against both the University of South Florida and Judy Genshaft, individually, for breach of covenant of good faith and fair dealing, breach of contract, fraudulently inducing Dr. Wisniewska to sign the resignation agreement, defamation, intentional infliction of emotional distress, and tortious interference with a business relationship.

During Hurricane Irma, Dr. Wisniewska competently fulfilled her role as the Regional Chancellor for the University of South Florida ("USF"). Throughout the storm, Dr. Wisniewska timely communicated with the USF System President ("the President") and her agents, promptly and accurately assessed the safety risks of the students in residence halls at U.S.F.S.P., efficiently facilitated meetings with the GOLD team, and evacuated all students with caution. Even after Dr. Wisniewska evacuated the state, she retained her presence through phones and emails until the storm weakened. Due to Dr. Wisniewska's competency and leadership during the storm, all students remained safe and USF suffered no damages.

However, the President, Judy Genshaft, drafted a termination letter for cause falsely accusing that Dr. Wisniewska lacked leadership in response to Hurricane Irma and created an intolerable safety risk to the students at USF. Dr. Wisniewska properly responded and denied the assertions. Moreover, as a compromise, Dr. Wisniewska agreed to voluntarily resign instead of disputing the termination and continuing to be defamed by the President of the university.

Dr. Wisniewska entered into negotiation for the Resignation Agreement ("Agreement") in good

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faith, hoping to put the false allegations behind and move on with her career. However, it was not the case for USF and Genshaft. While the negotiation was ongoing, the President distributed, or caused to be distributed, a copy of the draft termination letter to the Tampa Bay Times and instructed the Tampa Bay Times to embargo the information until the Agreement was signed.

The Agreement specifically included a non-disparagement clause that "both the USF System President and Dr. Wisniewska agree to refrain from professionally derogatory comments regarding USF and each other, including but not limited to comments that could reasonably affect employability and professional standing." Dr. Wisniewska was also reassured prior to signing the Agreement that the termination letter would not be executed or placed in her personnel file, thereby rendering the letter subject to the Florida Sunshine Laws.

The President, on behalf of USF, willfully and maliciously distributed the defamatory termination letter with the aforementioned instructions prior to the negotiation meeting attended by the Parties and their respective counsel, and purposefully concealed this information from Dr. Wisniewska and her counsel during the negotiations. The President did not enter into the negotiation and the Agreement in good faith and fraudulently induced Dr. Wisniewska to sign the Agreement.

The President's action, individually and on behalf of USF, was intentional and outrageous. The defamatory termination letter disparaged Dr. Wisniewska's reputation and has destroyed Dr. Wisniewska's employability and professional standing. Because of the distribution and subsequent publication of the defamatory termination letter, Dr. Wisniewska suffered severe monetary damages and emotional distress.

Therefore, demand is hereby for a response within the next fifteen (15) days to begin discussion of a resolution to this matter. Failing same, we have a substantially drafted Complaint which we intend to file consistent with the statutory filing prerequisites, and note further that under the unique circumstances of this matter, Dr. Wisniewska's claims are not barred by sovereign immunity, and that the Sunshine Laws do not provide a viable defense. We await your response.

PLEASE GOVERN YOURSELVES ACCORDINGLY

Sincerely,

A handwritten signature in black ink, appearing to read "Charles Eiss", written over a horizontal line.

Charles Eiss, Esq.

Cc: Department of Financial Services

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DRAFT

September __, 2017

VIA Hand Delivery

Sophia T. Wisniewska, PhD
Regional Chancellor
University of South Florida St. Petersburg

Re: Termination for Cause

Dear Dr. Wisniewska:

I am writing to express my profound disappointment with your lack of leadership in response to hurricane Irma. Your conduct created an intolerable safety risk to our students and the USFSP community. Therefore the University of South Florida (“USF” or “University”) hereby terminates your employment for cause from the Position of Regional Vice Chancellor for the University South Florida St. Petersburg institution. This action is effective immediately.

1. Statement of Just Cause

Your first responsibility as the Regional Chancellor of USFSP is to use your best judgment, knowledge and abilities to limit safety risks to our students, faculty and staff. Your performance during hurricane Irma revealed that you did not exercise, or do not have, the requisite level of competence to perform this essential function of the Regional Chancellor position. Incompetence, as stated in USF Regulation 10.212, is a basis for discipline up to and including dismissal; therefore your dismissal for incompetence is taken with just cause under USF Regulations. The specific and independent grounds for this action are presented in more detail in Sections 2 and 3 of this letter.

2. You failed to promptly reassess the safety of students in residence halls at USFSP despite clear risk indications and you resisted a directive from the USF System President’s Office to evacuate the students in light of the deteriorating situation.

On September 6, 2017, I made clear that the USF System was cancelling classes and switching to only essential operations to permit students, faculty and staff to make their own needed preparations for the storm. At that time all residence halls remained open since the students were not perceived to be in danger given the hurricane’s forecasted track. Nonetheless, we opened the Tampa campus to all of our residential students from across the USF System who wished to be evacuated to a safe area. The Tampa Campus, unlike other USF System Institution campuses, is inland and is a designated county shelter site, and in fact two shelters were opened

Dr. Sophia Wisniewska
September __, 2017
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on the Tampa campus for the duration of the storm. Many USFSP and USFSM students chose to ride out the storm on the Tampa campus.

However, by late in the day on September 7, 2017, the forecast had changed and the hurricane shifted to create a reasonable risk to the students in the residence halls at USFSP. I expect a competent Regional Chancellor to be able to process this weather information and respond to the evolving emergency. Instead, you did not take affirmative steps to close and evacuate the residence halls at USFSP until after 8:00 PM on September 8, 2017, which effectively delayed the evacuations until September 9, 2017. It is especially troubling that you failed to act even as the facts on the ground should have caused you to reassess the safety of our students in residence halls, such as: (a) Governor Scott's closure of all state universities on September 7, 2017; and (b) the best available forecasts placed the hurricane further west and closer to the USFSP waterfront campus.

Not only did you fail to reassess and respond to the worsening situation, but on September 8, 2017 you were unwilling to take action to close and evacuate the residence halls even when given specific direction from this office to do so. In fact, you refused to take the necessary steps to evacuate our students until you received a written legal opinion stating you had the legal authority to do so.¹

To be clear, the University always seeks to operate in a lawful manner. However, the issue here is not legal authority; it is leadership competence in an emergency situation. It should be basic knowledge to the Regional Chancellor entrusted with the safety of our students that you may lawfully act to protect the safety of our residential students when the best information recommends action. If you were unclear about your authority to protect our students heading into a major hurricane, then you should have proactively raised and resolved the ambiguity in advance of the emergency.

3. You evacuated the state without alerting the USF System President and ensuring that all essential staff were in place for the emergency.

You evacuated the state without first notifying this office or ensuring that a clear chain of command was in place. Moreover, you did not confirm that USFSP's credentialed emergency operations manager and communications director were either on duty or that these critical functions were properly transitioned. No one is expected to remain vulnerable in a dangerous situation, but it is expected that the Regional Chancellor will recognize that a clear chain of command must be established and that emergency operations and communications expertise are vital before, during and after a natural disaster. At a minimum, I would have expected you to make sure that these essential emergency and communications functions were seamlessly transitioned to other USF System offices before leaving the state. Unfortunately, none of these basic steps were taken. At the USF System level we did not learn that your credentialed

¹ Fortunately the legal opinion was delivered promptly and the residence halls were closed and evacuated within twenty four hours.

Dr. Sophia Wisniewska
September __, 2017
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emergency operations manager evacuated the state until September 10, 2017. Your communications professional was unavailable as late as September 11, 2017. As a result, these responsibilities had to be transitioned to other USF System offices in an unplanned manner that needlessly created a safety risk.

4. Effect of Dismissal on Tenured Position.

Given that your removal from the position of Regional Chancellor is for cause you are not entitled to the sixty day notice period prior to removal or the severance payment described in your offer letter of March 19, 2013 (“Offer”). You will retain your tenured faculty position in the Department of Society, Culture and Language at USFSP. As a nine month faculty member you cannot maintain or accrue annual leave so any accrued leave balance will be paid out at your current compensation as provided in USF Regulations and Policies. However, as of the date of this letter, your compensation will be adjusted to a nine month faculty appointment per USF Regulation 10.103.

Your assignment for the remainder of the semester will be to prepare for a regular faculty teaching and research appointment at USFSP beginning in 2018. The date of your return to faculty duties will be determined by the Regional Vice Chancellor for Academic Affairs at USFSP in consultation with the Dean of the College of Arts & Sciences at USFSP.

Please contact Denelta Adderley-Henry, Associate Director of Human Resources, to coordinate a mutually agreeable time to return all USF property not essential to your faculty assignment and to collect your property from your USFSP office. Ms. Adderley Henry may be contacted at: (727)873-4838 (w), (727)873-4164 (f), or email to: denelta@usfp.edu.

Your Offer describes a mediation and arbitration process to address any “controversy or claim based upon the alleged breach of any legal right relating to or arising from your employment and/or termination of your employment....” Please refer to your Offer for available remedies to challenge this action. You may not otherwise grieve this action under the processes contained in USF System Regulations.

Sincerely,

Judy L. Genshaft
President

**VOLUNTARY RESIGNATION AGREEMENT AND GENERAL RELEASE
BETWEEN THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES AND
DR. SOPHIA WISNIEWSKA**

This Voluntary Resignation Agreement and General Release (“Agreement”) between The University of South Florida Board of Trustees (“USF” or “University”) and Dr. Sophia Wisniewska (“Dr. Wisniewska”) is intended to confirm the details of Dr. Wisniewska’s voluntary resignation from USF. Dr. Wisniewska and USF have reduced their understanding to writing to avoid any confusion or uncertainty regarding Dr. Wisniewska’s resignation from USF. By entering into this Agreement, neither USF nor Dr. Wisniewska allege or admit any wrongdoing on the part of the other. Therefore, in exchange for the mutual promises contained below, USF and Dr. Wisniewska agree as follows.

1. **Resignation:** Dr. Wisniewska will tender an irrevocable, voluntary resignation effective September 18, 2017 (“Resignation Date”). This resignation is for the position of Regional Vice Chancellor of the University of South Florida St. Petersburg (“USFSP”) Institution. USF hereby accepts Dr. Wisniewska’s resignation.

Dr. Wisniewska also irrevocably and voluntarily resigns her tenured faculty position in the Department of Society, Culture and Language at USFSP effective May 1, 2018. Consistent with Dr. Wisniewska’s March 19, 2013 Offer Letter, her current compensation will remain in place for 60 (sixty) days from the Resignation Date. After the 60 day period, Dr. Wisniewska’s compensation will be adjusted to a nine month faculty appointment per USF Regulation 10.103. Her assignment for the remainder of fall semester 2017 shall consist of off campus professional development leave to prepare for a return to an online teaching and research assignment at USFSP in Spring 2018. Dr. Wisniewska’s assignment for spring semester 2018 shall be entirely off campus, online teaching and/or research.

Dr. Wisniewska’s employment will be governed by the terms of this Agreement and USF’s Regulations and Policies.

Should Dr. Wisniewska accept full-time paid employment with another entity during the professional development leave or the spring 2018 semester, then all USF employment and compensation shall cease as of the date she begins to perform full time employment services for that entity, other than the 20 weeks severance and annual leave payout. Activity other than fulltime paid employment shall not constitute employment with another entity for the purposes of this paragraph.

2. **Response to Inquiries:** To the extent Dr. Wisniewska refers references requests from a prospective future employer to the USF System President, USF will respond only that: (a) Dr. Wisniewska voluntarily resigned the Regional Chancellor Position on September 18, 2017; and (b) that USF’s practice is to offer evaluations as public records; (c) confirm compensation and dates of employment.

Subject to Paragraph 12 of this Agreement, both the USF System President and Dr. Wisniewska agree to refrain from professionally derogatory comments regarding USF and each other, including but not limited to comments that could reasonably affect employability and professional standing.

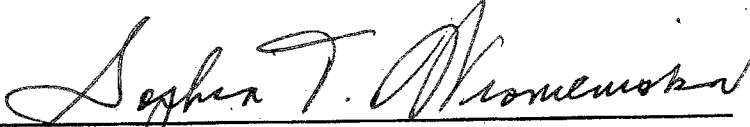
3. **Severance:** Consistent with Dr. Wisniewska's March 19, 2013 Offer Letter, USF shall tender to Dr. Wisniewska the liquidated equivalent of 20 (twenty) weeks of the Dr. Wisniewska's 12 month salary excluding benefits. Payment will be made via direct deposit to Dr. Wisniewska's bank account on file within 30 (thirty) calendar days following the Resignation Date and will appear on a University issued IRS Form W-2. Dr. Wisniewska will bear all costs, fees, fines or amounts found owing arising from Dr. Wisniewska's characterization of payments made under the Agreement for tax purposes. Dr. Wisniewska and the University acknowledge that Employee is not already entitled to the payment amount described in this paragraph.
4. **Accrued Leave:** Based on the Resignation Date, USF shall pay out Dr. Wisniewska's accrued annual leave as required by USF Regulations and Policies.
5. **Release by Dr. Wisniewska:** Except for the obligations set forth in this Agreement, Dr. Wisniewska finally and forever discharges the University, its past and present affiliated persons, divisions, officers, directors, shareholders, Dr. Wisniewska's, heirs, trusts, trustees, contingent or remainder beneficiaries, settlors, partners, representatives, agents, principals, successors, attorneys and assigns from any and all liabilities, charges, claims, demands, actions, causes of action, suits, wages, fringe benefits, liquidated or compensatory damages, punitive damages, consequential losses or damages, equitable relief, costs, expenses, or attorneys' fees, expert witness fees, interest and penalties of any kind and every nature whatsoever, known or unknown, which Dr. Wisniewska has or may have against the University from the beginning of Dr. Wisniewska's employment with the University up to the date Dr. Wisniewska executes this Agreement. This general release specifically includes, but is not limited to, any claims for discrimination or retaliation under Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e et seq.; the Americans With Disabilities Act, 42 U.S.C. §12101 et seq.; the Family and Medical Leave Act, 29 U.S.C. §2601 et seq.; The Fair Labor Standards Act, 29 U.S.C. §1201 et seq.; the Equal Pay Act, 29 U.S.C. §206(d); the National Labor Relations Act, 29 U.S.C. §151 et seq.; the Employment Retirement Income Security Act of 1974; 42 U.S.C. §§1981, 1981A, 1983, 1985, 1986 & 1988; the Florida Civil Rights Act, Chapter 760, Florida Statutes; Section 440.205, Florida Statutes; Chapter 448, Florida Statutes; the Hillsborough County Human Rights Ordinance; City of Tampa Code Chapter 12; City of Clearwater Code Chapter 12; City of St. Petersburg Code Chapter 15; Pinellas County Ordinance 92-14; and other federal, state or local law, statute, regulation, code or ordinance; and all common law theories including under contract, quasi-contract, *quantum meruit*, tort and *estoppel*. However, this release does not affect Dr. Wisniewska's earned time in the State of Florida retirement system.
6. **Release by USF:** Except for the obligations set forth in this Agreement, USF finally and forever discharges Dr. Wisniewska from any and all liabilities, charges, claims, demands, actions, causes of action, suits, wages, fringe benefits, liquidated or compensatory damages, punitive damages, consequential losses or damages, equitable relief, costs, expenses, or attorneys' fees, expert witness fees, interest and penalties of any kind and every nature whatsoever, known or unknown, which USF has or may have against the Dr. Wisniewska from the beginning of Dr. Wisniewska's employment with the University up to the date Dr. Wisniewska executes this Agreement. This general release specifically includes, but is not limited to, any claims for discrimination or

retaliation under Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e et seq.; the Americans With Disabilities Act, 42 U.S.C. §12101 et seq.; the Family and Medical Leave Act, 29 U.S.C. §2601 et seq.; The Fair Labor Standards Act, 29 U.S.C. §1201 et seq.; the Equal Pay Act, 29 U.S.C. §206(d); the National Labor Relations Act, 29 U.S.C. §151 et seq.; the Employment Retirement Income Security Act of 1974; 42 U.S.C. §§1981, 1981A, 1983, 1985, 1986 & 1988; the Florida Civil Rights Act, Chapter 760, Florida Statutes; Section 440.205, Florida Statutes; Chapter 448, Florida Statutes; the Hillsborough County Human Rights Ordinance; City of Tampa Code Chapter 12; City of Clearwater Code Chapter 12; City of St. Petersburg Code Chapter 15; Pinellas County Ordinance 92-14; and other federal, state or local law, statute, regulation, code or ordinance; and all common law theories including under contract, quasi-contract, quantum meruit, tort and estoppel.

7. **No Interference:** Nothing in this Agreement is understood or intended to interfere with Employee's right to file a charge or to cooperate or participate in an investigation or proceeding conducted by the Equal Employment Opportunity Commission and/or any other federal, state, or local regulatory or law enforcement agency. However, the consideration provided to Employee under this Agreement will be the sole relief provided to Employee for the claims that are released by Employee herein, and Employee will not be entitled to recover and agrees to waive any monetary benefits or recovery against the University in connection with any such charge or proceeding.
8. **Choice of Law and Venue:** All the terms of this Agreement will be construed and governed according to the laws of Florida. Should a dispute arise as to the meaning or effect of this Agreement, Dr. Wisniewska consents to venue and jurisdiction in a court of competent jurisdiction located in Hillsborough County, Florida.
9. **Enforceability:** The parties agree that if any part of this agreement is held to be invalid, illegal or unenforceable, that part of the agreement will be dropped from the Agreement, and the remainder of the Agreement will continue to be valid and enforceable.
10. **Assignment:** The rights and obligations of the parties under this Agreement shall continue to be binding upon their respective successors and assigns; otherwise, this Agreement may not be assigned.
11. **Entire Agreement:** This Agreement is the entire and final agreement between the parties regarding Dr. Wisniewska's employment and voluntary resignation. The parties hereby acknowledge that there are no other understandings or obligations, oral or written, between them, including but not limited to financial and administrative arrangements.
12. **Public Records:** This Agreement along with other records related to Dr. Wisniewska's employment at USF may be subject to Chapter 119, Florida Statutes, and subject to disclosure as a public record. USF's production of records pursuant to Chapter 119 shall not be deemed a violation of any of the terms of this Agreement.
13. **Consultation:** Dr. Wisniewska acknowledges that prior to signing this Agreement, Dr. Wisniewska was given the opportunity to consult an attorney of Dr. Wisniewska's choosing

concerning the effect and meaning of the individual provisions of the Agreement, and that Dr. Wisniewska is herein advised in writing to do so.

THE UNDERSIGNED STATE THAT THEY HAVE CAREFULLY READ THIS AGREEMENT AND KNOW AND UNDERSTAND THE CONTENTS, AND THAT THEY EXECUTED THE SAME KNOWINGLY AND VOLUNTARILY.



SOPHIA T. WISNIEWSKA

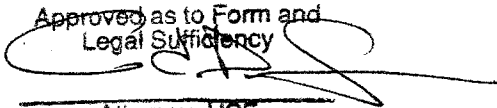
9/18/2017
Date

For USF

Date

Printed name: JUDY L. GENSHAFT

Position: USF System President

Approved as to Form and
Legal Sufficiency


Attorney. USF