

SEPARATION AGREEMENT AND GENERAL RELEASE

This Separation Agreement and General Release ("Separation Agreement") is reached by and between the **Board of Trustees for the South Knox School Corporation ("Corporation")** and **Timothy A. Grove ("Employee")** to be effective in accordance with the terms hereof.

Background

Pursuant to the agreement titled "Regular Teacher Contract" dated November 9, 2021, and the associated "Contract Addendum" of the same date (the Regular Teacher Contract and the Contract Addendum being collectively referred to herein as the "Contract"), Employee is currently under contract with the Corporation to serve as its Superintendent. The term of the Contract expires at the end of business on June 30, 2024.

For sound business reasons and in the best interest of Corporation and Employee, Corporation and Employee have mutually agreed to cancel the Contract effective as of June 30, 2023. Corporation and Employee do not anticipate there will be any disputes between them or legal claims arising out of the mutual cancellation of the Contract, but nevertheless desire to ensure an amicable parting and to settle fully and finally any and all differences or claims that might otherwise arise out of Employee's employment with Corporation and the mutual cancellation of the Contract.

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

Agreement

1. **Mutual Cancellation of the Contract.** Employee and Corporation mutually agree that the Contract shall be deemed cancelled as of the end of business on June 30, 2023 ("Separation Date"). Upon the Effective Date, Employee and Corporation will be considered to have irrevocably agreed to cancel the final year of the Contract. Employee shall continue to provide the services as set forth in Section 2 hereof up to and including the Separation Date. Employee shall not reapply for employment or accept employment with Corporation for any position at any time and Employee shall not bring any action on account of Corporation's past or future denial of employment or termination of employment. Should Employee apply for employment with Corporation at any point in time, Corporation has the unlimited right to deny such application or terminate such employment without encountering any liability.

2. **Transition.** Beginning on the Effective Date, and continuing through the Separation Date, Employee will continue to serve as Corporation's Superintendent and provide such services utilizing his best efforts and in accordance with prevailing practice for school corporations of comparable size. In addition, Employee will use reasonable efforts to assist in the effective transition of the responsibilities of the Superintendent in the event Corporation hires a replacement prior to the Separation Date.

3. **Separation Payment.**

- a. **Separation Payment.** Corporation agrees to pay Employee One Hundred and Ninety-Five Thousand Dollars (\$195,000.00)(the "Separation Payment"). Incorporated into the Separation Payment are lump sum amounts representing Corporation's contributions to Employee's health insurance premiums/health savings account, as well as contributions to Employee's retirement plans, VEBA account, and 401(a). For the avoidance of doubt, Corporation will pay the entirety of the Separation Payment directly to Employee.
- b. **Timing of Payment.** Subject to Employee's rights under this Agreement, Corporation will pay one-half of the Separation Payment to Employee within ten (10) days of July 1, 2023 and the second half within ten (10) days of January 1, 2024.
- c. **Employee Acknowledgment.** Employee acknowledges that the Separation Payment set forth in this Section 3 represents benefits that are being given as consideration in exchange for executing this Separation Agreement which includes the general releases set forth herein. Employee has been expressly advised that as a licensed teacher and as the contracted Superintendent of the Corporation, he is entitled to certain statutory due process rights regarding his employment, including, but not limited to those rights set forth in Ind. Code §§ 20-28-6-7.5-1 *et seq.* and 20-28-7.5-1 *et seq.* The Employee expressly agrees that he is aware of such rights, and that he is knowingly waiving any rights provided under such laws or otherwise under state or federal law. The Employee further acknowledges that the Employee is not entitled to any additional payment or consideration not specifically referenced in this Separation Agreement. Nothing in this Separation Agreement shall be deemed or construed as an express or implied policy or practice of the Corporation to provide these or other benefits to any individuals other than the Employee.

4. **Withholdings from Separation Payment & Tax Liability.** Any payments due to Employee and made in accordance with this Separation Agreement are subject to the normal and customary employee withholding deductions, such as federal and state income taxes, social security taxes, and Medicare taxes. It is understood between the parties that neither have relied upon any representations, express or implied, made by the other or their counsel as to the tax consequences of this Separation Agreement, and that each release the other, its counsel, and any of their agents and employees from any and all liabilities in connection with such tax consequences.

5. **References.** Corporation agrees that in response to reference requests, Corporation will state that the Corporation and Employee mutually agreed to a buy-out of the final year of Employee's agreement, and will provide Employee's dates of employment and positions held. Employee will direct all references to the Corporation's new superintendent.

6. **Confidentiality.** Employee agrees that as a result of his employment he has had access to and learned substantial confidential and/or sensitive information of the Corporation, including but not limited to business and strategic plans, human resources information relating to the Corporation's other employees and independent contractors, information regarding students that is protected under state and federal law, business and contractual relationships, and internal financial data ("Confidential Information"). Employee agrees and acknowledges that this Confidential Information should not be available to the public except as may be required by law or for the governance and administration of the Corporation. Therefore, Employee agrees that he will not at any time disclose or cause to be disclosed to any person or entity any Confidential Information except (a) to the extent that such information is already in the public domain not as a result of any act or omission of Employee; (b) where required to be disclosed by court order, subpoena, or other government process; or (c) to the extent necessary to enforce the terms of this Separation Agreement.

The parties mutually agree and acknowledge that pursuant to the Indiana Access Public Records Act, Ind. Code §5-14-3-1 *et seq.* (the "Public Records Act"), the Corporation is a municipal corporation and this Separation Agreement is a public record subject to inspection. Thus, irrespective of the confidentiality provisions hereof, the parties understand and agree that it will not be a violation of this Separation Agreement for the Corporation to disclose this Agreement in response to a lawful request under the Public Records Act or as may otherwise be required by law. Further, the parties agree and acknowledge that the Corporation must formally accept the terms of this Separation Agreement at a public meeting of its Board of Trustees and such action shall not be deemed a violation of any confidentiality obligations.

7. **Mutual Release of Claims.**

a. **Employee's Release.**

- i. As further consideration for the Severance Payment and as a material inducement to Corporation to enter this Separation Agreement, Employee hereby agrees to release and forever discharge Corporation, and its assigns, Board of Trustees, administration members, officers, and employees, both individually and in their official capacities, from any and all claims, demands, causes of action, or liabilities whatsoever, whether known or unknown or suspected to exist, which Employee ever had or may now have arising out of Employee's employment at Corporation or the ending of Employee's employment at Corporation, except for claims which relate to the enforcement of the obligations in this Separation Agreement. This release expressly covers, but is not limited to, any claims that Employee may have or have had arising out of any federal or state law or regulation dealing with employment discrimination based on age, race, religion, creed, sex, national origin, disability, or status as a veteran, or any contract, whether oral or written, express or implied, or any claim in common law. For avoidance of doubt, by signing this Separation Agreement, Employee

is agreeing not to bring any waivable claims against the Corporation under the following nonexclusive list of discrimination and employment statutes: The Age Discrimination in Employment Act ("ADEA"), The Older Workers Benefit Protection Act ("OWBPA"), The Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, The Civil Rights Act of 1991, The Rehabilitation Act of 1973, The Fair Credit Reporting Act ("FCRA"), The Fair Labor Standards Act ("FLSA"), The Americans With Disabilities Act, The ADA Amendments Act, The Equal Pay Act, The Lilly Ledbetter Fair Pay Act, The Family and Medical Leave Act, The Worker Adjustment and Retraining Notification Act ("WARN"), The Employee Retirement Income Security Act ("ERISA"), The Genetic Information Nondiscrimination Act, The National Labor Relations Act ("NLRA"), The Indiana Civil Rights Law, The Indiana Age Discrimination Act, The Indiana Employment Discrimination Against Disabled Persons Act, The Indiana Wage Payment Act, The Indiana Wage Claim Act, all as amended, as well as any other federal, state and local discrimination and employment statutes that apply to Employee.

- ii. However, this general release and waiver of claims excludes, and the Employee does not waive, release, or discharge: (i) any right to file an administrative charge or complaint with, or testify, assist, or participate in an investigation, hearing, or proceeding conducted by, the Equal Employment Opportunity Commission, or other similar federal or state administrative agencies, although the Employee waives any right to monetary relief related to any filed charge or administrative complaint; and (ii) claims that cannot be waived by law; and (iii) any rights to vested benefits, such as pension or retirement benefits, the rights to which are governed by the terms of the applicable plan documents and award agreements.
- b. Corporation's Release. In consideration of the terms hereof, Corporation hereby agrees to and does release and forever discharge Employee, from any and all actions, damages, losses, costs and claims of any and every kind and nature whatsoever, at law or in equity, whether absolute or contingent, which Corporation had, now has or may have arising out of, in connection with, or relating to the Employee having been an employee of Corporation including any known or unknown claims Corporation may have; provided, however, that the Corporation does not release, acquit or discharge the Employee from (i) any obligations to the Corporation under this Agreement, (ii) any claims relating to intentional, reckless, and/or grossly negligent conduct; and (iii) any claims that may arise from events or actions occurring after the Effective Date.

8. Voluntary Waiver Under Age Discrimination In Employment Act. Employee acknowledges and understands that since Employee is at least forty (40) years of age, Employee is covered by the OWBPA and the ADEA, and that Employee is releasing and waiving Employee's rights and claims provided by these laws. Employee is hereby advised to consult with an attorney prior to executing this Separation Agreement. Employee is also advised that as of the date this

Separation Agreement was delivered to Employee, Employee has twenty-one (21) days in which to review and execute this Separation Agreement. After Employee has executed the Separation Agreement, Employee has an additional seven (7) days in which to revoke this Separation Agreement, and this Separation Agreement shall not become effective or enforceable until the revocable period has expired.

9. **No Admission of Wrongdoing.** This Separation Agreement shall not in any way be construed as admission by the Corporation or Employee of any acts of wrongdoing.

10. **Employee's Representations.** To induce Corporation to enter into this agreement, Employee makes the following representations and warranties to Corporation:

- a. Employee has read and understands each and every provision of the Separation Agreement.
- b. Employee has had the opportunity to consult with an attorney concerning the Separation Agreement.
- c. Employee is fully aware that by signing the Separation Agreement he is giving up the right to initiate a lawsuit or pursue other legal proceedings. The foregoing notwithstanding, the Employee understands that the release contained in this Separation Agreement does not apply to rights and claims that may arise after the Employee signs this Separation Agreement.
- d. Employee is further aware that he is entitled to certain statutory due process rights with respect to disciplinary proceedings relating to his employment with Corporation and that he is expressly waiving any right to pursue such proceedings.
- e. Employee is voluntarily entering into the Separation Agreement as of the year and date herein set forth.
- f. Upon the Separation Date, Employee will have returned to Corporation all Corporation property, including identification cards or badges, access codes, or devices, keys, laptops, iPads, phones, laptops, computers, hand-held electronic devices, credit cards, electronically stored documents or files, physical files, and any other Corporation property in Employee's possession.
- g. Employee has been given at least twenty-one (21) days to consider the terms of this Separation Agreement, although Employee may sign sooner if desired, and changes to this Separation Agreement, whether material or immaterial, do not restart the running of the twenty-one (21) day period if both parties agree thereto.

11. **Effective Date.** This Separation Agreement shall not become effective until the eighth (8th) day after the Employee and the Corporation sign, without revoking, this Separation Agreement ("Effective Date").

12. **Entire Agreement.** This Separation Agreement contains the entire agreement between the parties and supersedes all prior agreements or understandings between the parties.

13. **Governing Law, Jurisdiction, and Venue.** This Separation Agreement and all claims or causes of action (whether in contract, tort, statute, or under the common law) that may be based upon, arise out of or relate to this Separation Agreement, or the negotiation, execution or performance of this Separation Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Separation Agreement or as an inducement to enter into this Separation Agreement), shall be governed by, and enforced in accordance with, the laws of the State of Indiana. This Separation Agreement shall be deemed to have been executed and delivered within the State of Indiana, and the rights and obligations of the parties hereunder shall be construed in accordance with the laws of Indiana, without regard to principles of conflicts of law, unless preempted by the federal law of the United States, in which case federal law shall govern without application of the principles of conflicts of law. The parties agree exclusive venue for any proceedings related to this Separation Agreement shall be in the courts of Knox County, Indiana.

14. **Modification and Waiver.** No provision of this Separation Agreement may be amended or modified unless the amendment or modification is agreed to in writing and signed by the Employee and Corporation. No waiver by either party of any breach by the other party of any condition or provision of this Separation Agreement to be performed by the other party shall be deemed a waiver of any similar or dissimilar provision or condition at the same or any prior or subsequent time, nor shall the failure of or delay by either of the parties in exercising any right, power, or privilege under this Separation Agreement operate as a waiver thereof to preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.

15. **Severability.** Should any part or provision of this Separation Agreement, for any reason, be declared invalid or illegal, such invalidity or illegality shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect, as if this Separation Agreement had been executed with the invalid or illegal portions thereof eliminated.

16. **Headings.** Section headings are included solely for convenience, are not intended as full and accurate descriptions of the contents thereof and are not part of the Separation Agreement.

17. **Interpretation.** The parties have jointly negotiated this Separation Agreement and, thus, neither this Separation Agreement nor any provision will be interpreted for or against any party on the basis that it or its attorney drafted the Separation Agreement or the provision at issue. When this Separation Agreement requires approval of one or more parties, such approval may not be unreasonably withheld or delayed. Words, regardless of the number and gender specifically used, will be construed to include any other number, singular or plural, and any gender, masculine, feminine, or neutral, as the context requires. "And" includes "or." "Or" is disjunctive but not necessarily exclusive. "Including" means "including but not limited to." Unless otherwise specifically

stated, the term "days" means calendar days.

18. **Counterparts.** This Separation Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

IN WITNESS THEREOF, the Corporation delivers this Separation Agreement to Timothy A. Grove as of the date signed by Corporation below and Employee executes this Agreement on the date under their signature below.

"Employee"



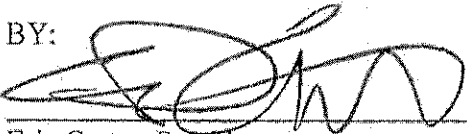
Timothy A. Grove

Dated: 3/1/23


This Agreement was ratified by the Board of Trustees South Knox School Corporation on March 1, 2023.

SOUTH KNOX SCHOOL CORPORATION BOARD OF SCHOOL TRUSTEES

BY:

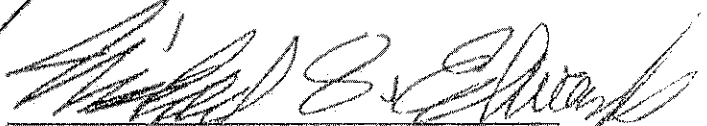


Eric Carter, President

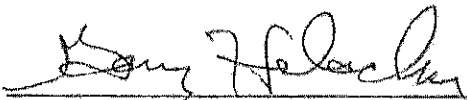


Jesse Watjen, Vice-President

Alicia Houchin, Secretary



Michael Edwards, Member



Gary Holscher, Member