

SEPARATION AGREEMENT

This Agreement is by and between Steven Stephanoff ("Stephanoff") and the Board of School Trustees of Center Grove Community School Corporation ("Board"). This Agreement sets forth the terms and conditions under which Stephanoff and the Board will conclude Stephanoff's employment as superintendent and as a teacher in the Center Grove Community School Corporation ("Center Grove"). The terms and conditions are as follows:

1. Stephanoff and the Board agree that he will no longer serve as Superintendent in Center Grove and he will no longer be an employee of Center Grove, that this Agreement constitutes his retirement as the Center Grove Superintendent and as a Center Grove teacher and he will no longer be employed by Center Grove in any capacity. Center Grove will accept Stephanoff's retirement as a Superintendent and a teacher by ratifying this Agreement.

2. Stephanoff represents that he will vacate his office by February 3, 2010 and will work after normal hours on February 1, 2 and 3 to accomplish this task and will turn in his cell phone, and all other school property in his possession to Center Grove by no later than the effective date of this Agreement. Center Grove will permit Stephanoff to purchase his desktop and laptop computer at a fair market price as determined by the Center Grove's technology director.

3. Center Grove will provide Stephanoff the consideration and benefits as set forth in his current contract (including all annuities) until it expires by its terms on June 30, 2010 and providing compensation as provided in the Contract until such date. Stephanoff will be charged with using sick leave days for any work days from February 1, 2010 to June 30, 2010. During the period from February 1, 2010 through June 30, 2010, Stephanoff will be on leave but will return messages from the interim superintendent or his designee to assist in any transition or ongoing issues.

With his last paycheck in June, 2010, Center Grove will pay Stephanoff for his unused 23 vacation and personal leave days at his normal daily rate. The Board waives any requirements of years of service or age applicable to any of his Tax Deferred Qualified Plans (403(b), 401(a), VEBA and 457) and Stephanoff will be fully vested in such plans.

After June 30, 2010, Stephanoff and his spouse will continue to receive the health, dental and vision insurance coverage Center Grove offers central office administrators at his own cost until he obtains other employment that makes him and his spouse eligible for health, dental or vision benefits. The term "eligible" means that the employment position has included such benefits for prior employees or those benefits were included in the advertisement or posting for the position or were made a part of the grant proposal or other funding for the position. If subsequent employment does not offer all the coverages, such as dental or vision, Stephanoff will continue to have that coverage from Center Grove.

Once Stephanoff becomes eligible for any one or all of these insurance benefits, Center Grove will not be obligated to provide that coverage to him. If Stephanoff leaves future employment and no longer has the benefit, Center Grove will again be responsible for providing Stephanoff with the coverage at his own cost. Center Grove's obligation to provide a specific coverage ends once Stephanoff becomes eligible for Medicare.

Except for the obligations set forth in this paragraph, Center Grove shall have no other obligations to Stephanoff after the effective date of this Agreement.

4. Stephanoff, on behalf of herself, his heirs, executors, assigns and administrators, irrevocably and unconditionally releases Center Grove, its board members, employees and attorneys, in their official and individual capacities, and their predecessors, successors, heirs, executors and assigns, and all persons acting by, through, under or in concert with any of them (collectively "Releasees") of and from any and all complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, known or unknown, in law or equity, arising out of Stephanoff's employment with Center Grove and his separation from such employment, including, without limitation of the foregoing general terms, any claim against Center Grove or the Releasees arising from any alleged breach of his employment contract or any alleged violation of any federal or state constitution or any federal, state or local statutes, ordinances or common laws including, but not limited to, the Age Discrimination in Employment Act, the Older Worker Benefit Protection Act, Title VII of the Civil Rights Act of 1964, The Equal Pay Act, the Employee Retirement Income Security Act, the Americans with Disabilities Act, the Rehabilitation Act of 1973, the Indiana Civil Rights Act, and any other employment discrimination laws, any defamation or invasion of privacy claim as well as any other claims based on constitutional, statutory, common law or regulatory grounds. This release will be interpreted consistent with Equal Employment Opportunity Commission Guideline for releases.

5. The Board, on behalf of themselves, their heirs, executors, assigns and administrators, and on behalf of Center Grove, its successors and assigns, irrevocably and unconditionally releases Stephanoff and his heirs, executors, assigns and administrators, and attorneys, and all persons acting by, through, under or in concert with any of them (collectively "Releasees") of and from any and all complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, known or unknown, in law or equity, arising out of Stephanoff's employment with Center Grove and his separation from such employment. Center Grove will indemnify, defend and hold Stephanoff harmless from any claims asserted against him individually or in his official capacity arising from any action taken by Stephanoff in the scope of his employment by Center Grove.

6. This Agreement does not constitute and shall not be construed as an admission of liability or wrongdoing by Stephanoff or Center Grove or the Releasees and Stephanoff and Center Grove and the Releasees expressly deny that they have done anything wrong or unlawful or in violation of the Contract. Stephanoff agrees that he will take no action that would interfere with the operations of Center Grove in any manner including, but not limited to, the efforts of Center Grove to employ a new superintendent or other central office or building administrator. Stephanoff will not make any remarks or comments to current or prospective employees of Center Grove or to members of the Center Grove or educational community, or members of the media, that disparages Center Grove or any of its employees or board members. Center Grove's board members and central office administrators will not interfere in any manner in Stephanoff seeking other employment nor will Center Grove board members or central office administrators make any comments or remarks to anyone, including the media, that disparages Stephanoff. If asked about the separation, Center Grove board members and central office administrators and Stephanoff will generally cite a mutual agreement that the separation was in the best interest of the parties under the circumstances. The parties understand and agree that this provision applies only to communications made by either party after the execution of this agreement.

7. Stephanoff acknowledges and understands that this Agreement specifically includes and resolves any and all claims that Center Grove or the Releasees have ever engaged in any wrongdoing as to his of any kind, or otherwise violated any contractual, constitutional, statutory, common law or regulatory right or order be it federal, state or municipal. Stephanoff also acknowledges that this Agreement bars any and all claims (known or unknown) which were asserted, alleged, or which might have been asserted or alleged by his arising out of his employment with Center Grove or his separation from that employment. Stephanoff agrees that neither he nor anyone acting on his behalf will institute any legal or administrative proceedings against Center Grove or the Releasees.

8. Stephanoff, the Board and Center Grove each acknowledges the following: (a) each has carefully read this Agreement and understands its contents and consequences; (b) each has been given the opportunity to consult with attorneys of their choosing concerning this Agreement; (c) no one has relied on any representations, promises or agreements made by the other party in connection with his or her or its decision to execute this Agreement; (d) each has had sufficient time to review this Agreement; and (e) each signs this Agreement knowingly and voluntarily, without any coercion nor duress and with the full intent of releasing the Releasees from any and all claims and their future effects arising from Stephanoff's employment relationship with Center Grove and his separation from employment in Center Grove.

9. The parties agree that this Separation Agreement is a privileged and confidential document that cannot be disclosed to any third person or party except by the written consent of all parties or as required by law. Further, the contents and terms of this Agreement are also confidential and may not be disclosed except as described above, or as required by law. The parties also acknowledge that this Separation Agreement is a

public record of Center Grove that would have to be disclosed upon request by a member of the public.

10. This Agreement constitutes the entire agreement between Center Grove and Stephanoff and there is no agreement on the part of either party to do any act or thing other than as expressly stated in this Agreement. This Agreement may not be modified or amended except by a writing signed by both Center Grove and Stephanoff.

Center Grove Board of School Trustees

Steven Stephanoff

Dated: _____

Board President

Board Vice President

Board Secretary

Board Member

Board Member

Dated: _____