

CONFIDENTIAL SEPARATION AGREEMENT AND GENERAL RELEASE

THIS SEPARATION AGREEMENT AND GENERAL RELEASE (the "Agreement") is entered into by and between the Vigo County School Corporation ("VCSC") and Bruce Perry ("Employee") (jointly, the "Parties").

Recitals

A. Employee has been an employee of the VCSC, and the Parties wish to mutually terminate the employment relationship.

Terms and Conditions

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

1. Obligations of Employee and Separation Date. Employee shall immediately submit, and shall never rescind, notice of resignation effective July 1, 2020 ("Separation Date"). In the event of any inquiry regarding Employee's employment with the VCSC, the VCSC will confirm the dates of Employee's employment, position held, and that Employee resigned. However, Employee shall be on leave beginning at the end of business on January 10, 2020 until the Separation Date and relieved of performing any duties.

2. Obligations of the VCSC. Up to and including June 30, 2020, the VCSC shall continue Employee's pay, health insurance, dental or vision benefits (for which Employee is enrolled as of receipt of this Agreement), as well as retirement benefits, uninterrupted and in accordance with the VCSC's customary payroll practices with applicable withholdings, which shall constitute "Severance Compensation" to which employee is not otherwise entitled to receive.

VCSC will not contest any claim for unemployment compensation benefits that may be filed by Employee.

VCSC shall provide to Employee the reference letter attached as Exhibit A for use in his search for subsequent employment. VCSC shall also provide, if requested by the media or other persons or entities, the press release attached hereto as Exhibit B.

3. Complete Payment. Employee's compensation as set forth in Section 2 shall constitute a complete settlement and satisfaction of any and all present or potential claims for loss of wages or salary, including any and all forms of compensation, personal leave, vacation leave, sick leave, personal illness leave, stipends, bonuses, and benefits of employment, reinstatement, severance pay, compensatory damages, punitive damages, declaratory relief, interest, attorneys' fees, costs, other litigation fees, and any and all other forms of monetary or injunctive relief. Employee hereby expressly acknowledges payment in full by the VCSC of any and all earned and unpaid compensation and benefits (including accrued leave time) as of the Effective Date of this

Agreement. Apart from compensation as stated in Section 2, the VCSC shall have no continuing liability to Employee for any compensation, bonuses or benefits of employment.

4. Release of Claims. In consideration of the promises made by the VCSC in this Agreement, Employee hereby RELEASES AND FOREVER DISCHARGES the VCSC and its Board of School Trustees members, Superintendent, administrators, agents, and employees (collectively the "Released Parties") from any and all claims, demands, liabilities, actions, or causes of action which Employee had, has, or may have on account of, arising out of, or related to: (a) Employee's employment with the VCSC and the termination of that employment, including, without limitation, any and all claims, demands, liabilities, actions, or causes of action arising under Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; Sections 1981 through 1988 of Title 42 of the United States Code; the Americans with Disabilities Act; the Fair Labor Standards Act; the Age Discrimination in Employment Act; the Family and Medical Leave Act; the Occupational Safety and Health Act; the Lilly Ledbetter Fair Pay Act; the Equal Pay Act; the Indiana Civil Rights Act; Uniformed Services Employment and Reemployment Rights Act of 1994; Indiana's payment-of-wages statutes; and any amendments thereto; and any and all other federal, state and local laws governing terms and conditions of employment, wages, hours, compensation, retaliation, discrimination; any claims under contract or common law; and (b) any and all other matters occurring prior to the date of this Agreement. **Employee is hereby releasing each and every claim, known or unknown, contingent or actual, which Employee has or may have against the Released Parties, or any of them, as of the Effective Date, except the foregoing release does not extend to any claim that may not lawfully be released by private agreement.**

5. Covenant Not To Sue. Employee promises and agrees not to file a lawsuit, complaint, or grievance against the Released Parties or any of them with respect to any claim or cause of action released herein. In the event that Employee violates this covenant, Employee understands and agrees that any such claim will be subject to dismissal with prejudice and further agrees to reimburse the Released Parties for their attorneys' fees, litigation expenses and costs incurred to secure such dismissal.

6. No Reemployment. Employee promises and agrees to forever refrain from seeking employment or reemployment with the VCSC. In the event that Employee violates this covenant, Employee understands and agrees that Employee will be denied employment or reemployment by the VCSC by reason of Employee's breach of this provision of the Agreement. In the event that Employee files a lawsuit related to a denial of employment or reemployment by the VCSC, Employee understands and agrees that any such claim will be subject to dismissal with prejudice and further agrees to reimburse the Released Parties for their attorneys' fees, litigation expenses and costs incurred to secure such dismissal. The remedies stated herein are in addition to remedies available under Section 15.

7. Acknowledgement of Payment in Full. Employee acknowledges receipt of payment in full for all compensation owed to Employee under federal and state law, except for compensation identified in Section 2. Employee further acknowledges that as of the Separation Date Employee is not aware of any facts or circumstances constituting a violation by the VCSC of

the Fair Labor Standards Act or any other statute or law relating to payment of wages or hours of work.

8. Return of VCSC Property and Non-Disclosure of Confidential Information. Within ten (10) days of Employee's receipt of this Agreement, Employee shall return to the VCSC all keys, passwords, access codes, documentation, information, reports, files, memoranda, records, identification, hardware, and software, and other physical or personal property of any nature that Employee received, prepared or helped prepare in connection with Employee's employment with the VCSC ("VCSC Information/Property"). Employee expressly agrees that Employee will not retain any copies, duplicates, reproductions, or excerpts of any such VCSC Information/Property in any (including electronic) form. VCSC Information/Property includes financial, accounting, technical, insurance, employee, risk management, health, proprietary or human resource information, reports, client files, and software of any nature, the use or disclosure of which might be adverse to the best interests of the VCSC or its operations. Employee shall keep such information confidential at all times following the Separation Date, not disclose or communicate such information to any third party, and not make any use of such information on Employee's own behalf or that of any third party, unless ordered to do so by a court of law. The foregoing is not intended to prevent Employee from using or exercising the skill and general knowledge Employee has acquired or increased through Employee's experience or instruction at the VCSC that does not entail use of VCSC Information/Property.

9. No Relief From Claims. Employee confirms that no claim, charge, complaint, or action by Employee against the Released Parties exists in any forum or form. Employee understands and agrees that, in the event that Employee files any claim, charge, complaint, or action against the Released Parties or any of them in any forum, this Agreement shall operate to limit or preclude Employee's entitlement to relief or recovery from such claim, including any costs or attorneys' fees.

10. No Admission of Liability by the Released Parties. Employee agrees that neither this Agreement nor the furnishing of the consideration for this Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties or any of them of any liability or unlawful conduct of any kind.

11. Changes Must Be in Writing. This Agreement may not be modified, altered, or changed except upon the express written consent of both Parties in which specific reference is made to this Agreement.

12. Entire Agreement. This Agreement sets forth the entire agreement between Employee and the VCSC with regard to Employee's termination of employment and fully supersedes any prior agreements or understandings between the Parties with regard to the same. Employee acknowledges that Employee has not relied on any representations, promises, or agreements of any kind made to Employee in connection with Employee's decision to sign this Agreement, except for those set forth in this Agreement.

13. Nondisclosure. Employee agree that the existence of this Agreement, or any terms

or conditions of this Agreement, or any payment or consideration received hereunder, shall be confidential and not disclosed by Employee to anyone, including VCSC administrators or employees, even before this Agreement is signed by Employee, without prior written consent of the VCSC, except that the Employee may disclose such information to the following persons:

(a) pursuant to an order duly issued by a court of competent jurisdiction *provided that* Employee immediately notifies the VCSC's Superintendent in writing of the court order and provide the VCSC with a reasonable opportunity to seek to quash such filing, order or subpoena;

(b) to Employee's counsel or financial advisors *provided that* Employee shall inform any of these specified persons that Employee is bound by a confidentiality covenant and prior to any such disclosure to any of such persons, require that such person agree to abide by the terms of such covenant and not disclose any information concerning the Agreement;

(c) in conjunction with court proceedings respecting any breach or threatened breach of any term or condition of this Agreement; or

(d) as otherwise required of the VCSC by law.

14. Severability. Each provision and individual covenant of this Agreement is severable. If any court or other governmental body of competent jurisdiction shall conclude that any provision or individual covenant of this Agreement is invalid or unenforceable, such provision or individual covenant shall be deemed ineffective to the extent of such unenforceability without invalidating the remaining provisions and covenants hereunder.

15. Breach by Employee. Employee understands and agrees that as a remedy for any breach by Employee of this Agreement, including but not limited to Sections 4, 5, 8, and 9, the VCSC will be entitled to recover repayment of the Severance Compensation and Employee waives and forfeits any rights to any Severance Compensation as of the date of Employee's breach *provided however* that Employee shall be entitled to keep or receive a minimum of One Hundred Dollars (\$100.00) of the Severance Compensation as adequate and sufficient consideration for this Agreement. Employee further understands and agrees that Employee will be responsible for payment of the VCSC's and any of the other Released Parties' attorneys' fees, litigation expenses and costs incurred as a result of a successful effort to pursue legal action against Employee in connection with any breach of this Agreement. The foregoing remedies will not be deemed to be the exclusive rights or remedies of the VCSC for any breach of or noncompliance with this Agreement by Employee but will be in addition to all other rights and remedies available to the VCSC under the terms of this Agreement.

Employee understands and agrees that, in the event that Employee were to violate Section 13 of this Agreement, the VCSC would be subject to immediate and irreparable harm, and that any such breach by Employee would entitle the VCSC to receive temporary, preliminary, and/or permanent injunctive relief, in addition to any money damages or other available relief. Employee further understands and agrees that Employee will be responsible for payment of the VCSC's

attorneys' fees, litigation expenses and costs incurred as a result of a successful effort to pursue legal action against Employee in connection with any breach of this Agreement under Section 13.

16. Successors are Bound. Each of the agreements and promises contained in this Agreement shall be binding upon, and shall inure to the benefit of, the heirs, executors, administrators, agents, and successors in interest to each of the Parties.

17. Headings. The section and other headings in this Agreement are inserted solely as a matter of convenience and for reference and, in the event of any conflict, the text of this Agreement, rather than the headings, will control.

18. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one agreement. The Parties agree that signatures transmitted by facsimile, pdf, email, or other electronic means are fully acceptable as much as original signatures for the execution of this Agreement.

19. Choice of Law and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Indiana. Exclusive jurisdiction and venue over any and all disputes arising out of or in connection with this Agreement shall be in Marion County, Indiana.

20. Right to Revoke for Seven (7) Days After Signing and Effective Date. Employee may revoke this Agreement by giving written notice of such revocation to VCSC at any time prior to seven (7) days following the date this Agreement is signed by Employee, and this Agreement shall not become effective or enforceable until the end of such revocation period ("Effective Date") *provided that* **Employee's obligations and the VCSC's rights under Section 13 shall be enforceable upon receipt by Employee of a copy of this Agreement. In the event that Employee breaches Section 13 following receipt of this Agreement and before revoking signature under Section 20, Employee shall remain liable under Section 13 notwithstanding Employee's revocation of signature.** Notice to VCSC under this Agreement shall be sent via certified mail to:

Dr. Robert Haworth
Superintendent
Vigo County School Corporation
686 Wabash Avenue
Terre Haute, IN 47803-0703

with copy via certified mail to:

Jonathan L. Mayes
Bose McKinney & Evans LLP
111 Monument Circle, Suite 2700
Indianapolis, IN 46204

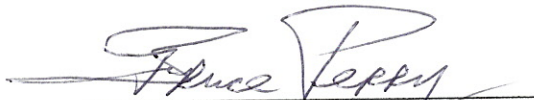
21. Review Period and Acknowledgment of Rights and Understandings. Employee expressly agrees and acknowledges the following: (a) that Employee understands the terms and conditions of this Agreement; (b) that Employee has knowingly and voluntarily entered into this Agreement; (c) that Employee has been advised in writing to consult an attorney in connection with reviewing and entering into this Agreement, and indeed has obtain the advice of counsel in reviewing this Agreement; (d) that Employee has been given at least twenty-one (21) days to review and consider the original draft of this Agreement before signing this Agreement; and (e) that this Agreement, when signed by Employee, is legally binding upon Employee, as well as his heirs, assigns, executors, administrators, agents, successors in interest, even if Employee decides not to consult with an attorney in connection with reviewing and entering into this Agreement or if Employee fails to utilize the full twenty-one (21) days given Employee for this purpose.

22. Twenty-One (21) Day Review Period Not Increased by Changes. Employee agrees that any modifications, material or otherwise, made to this Agreement do not restart or affect in any manner the original twenty-one (21) day consideration period set forth in Section 21 of this Agreement.

WHEREFORE, intending to be legally bound to each and all of the terms of this Agreement, the Parties hereby execute this Agreement on the date set forth below.

YOU MUST INITIAL EACH PAGE, SIGN AND DATE THIS AGREEMENT, AND RETURN IT TO THE VCSC WITHIN TWENTY-ONE (21) DAYS TO RECEIVE THE SEVERANCE BENEFITS PROVIDED HEREIN. YOU ARE ADVISED TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS AGREEMENT.

VIGO COUNTY SCHOOL CORPORATION
("VCSC")



Bruce Perry, Individually
"Employee"

By: _____
Dr. Robert Haworth, Superintendent

1/29/2020

Date

Date