
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

CURRENT REPORT

**Pursuant to Section 13 OR 15(d) of The
Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): April 17, 2014 (April 14, 2014)

The Scotts Miracle-Gro Company

(Exact name of registrant as specified in its charter)

Ohio

(State or other jurisdiction
of incorporation)

001-11593

(Commission
File Number)

31-1414921

(IRS Employer
Identification No.)

14111 Scottslawn Road, Marysville, Ohio

(Address of principal executive offices)

43041

(Zip Code)

Registrant's telephone number, including area code: (937) 644-0011

Not applicable

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Promotion of Thomas (“Randy”) Coleman to Executive Vice President and Chief Financial Officer

On April 17, 2014, the Company announced that Thomas (“Randy”) Coleman has been promoted to Executive Vice President and Chief Financial Officer, effective April 15, 2014. In this position, Mr. Coleman will oversee all corporate and operating finance functions and will report directly to the Company’s Chairman of the Board and Chief Executive Officer, James Hagedorn.

Prior to his appointment as Executive Vice President and Chief Financial Officer, Mr. Coleman, age 45, served as Senior Vice President, Global Finance Operations and Enterprise Performance Management Analytics for The Scotts Company LLC (“Scotts LLC”), a wholly-owned subsidiary of the Company, since January 2011. Prior to that, Mr. Coleman served as Senior Vice President, North America Finance of Scotts LLC from November 2007 until January 2011. Mr. Coleman also previously served as interim principal financial officer of the Company between February 8, 2013 and April 1, 2013. Mr. Coleman holds a bachelor’s degree in accounting from The Ohio State University.

In connection with his promotion to Executive Vice President and Chief Financial Officer of the Company, Mr. Coleman will receive an increase in his current base salary from \$385,000 to \$500,000 and his target incentive opportunity under The Scotts Company LLC Amended and Restated Executive Incentive Plan will increase from 50% to 70% of base salary, with both changes becoming effective as of April 1, 2014.

Also in connection with his promotion, Mr. Coleman has been designated as a Tier 1 participant in The Scotts Company LLC Executive Severance Plan (“ESP”) and executed a Participation Agreement thereunder. The Participation Agreement generally provides for a salary continuation benefit equal to twenty-four months of base salary, a prorated annual bonus payment and certain other separation benefits in the event he is terminated by the Company without cause, as defined in the ESP, or if he resigns with good reason, as defined in the applicable Participation Agreement. The foregoing description of the ESP and Participation Agreement is not intended to be complete and is qualified in its entirety by reference to the full text of the ESP, a copy of which is included as Exhibit 10.1 to the Company’s Current Report on Form 8-K filed with the Securities and Exchange Commission (“SEC”) on May 10, 2011, and to the specimen form Participation Agreement, a copy of which is included as Exhibit 10.2 to the Company’s Current Report on Form 8-K filed with the SEC on May 10, 2011.

Departure of Lawrence A. Hilsheimer as Executive Vice President and Chief Financial Officer

On April 17, 2014, the Company announced that Lawrence A. Hilsheimer has departed the organization effective as of April 14, 2014. Mr. Hilsheimer served as the Company’s Executive Vice President and Chief Financial Officer.

On April 17, 2014, Scotts LLC executed a Separation Agreement and Release of All Claims (the “Separation Agreement”) with Mr. Hilsheimer. The Separation Agreement addresses the payments and benefits to which Mr. Hilsheimer is entitled in connection with his departure.

Pursuant to the terms of the Separation Agreement, Scotts LLC will pay or make the following amounts and benefits available to Mr. Hilsheimer on or after April 14, 2014: (a) severance pay equal to twenty-four months of salary, at Mr. Hilsheimer’s regular monthly base pay, payable in accordance with Scotts LLC standard payroll procedures; (b) outplacement services for a period of up to 12 months; (c) for a period of 18 months, a benefits offset payment in an amount equal to the excess of the COBRA premium charged by the Company to terminated employees over the premium Mr. Hilsheimer paid as an active employee; and (d) a prorated annual bonus award equal to the amount Mr. Hilsheimer would have received had he remained employed for the entire fiscal year, but pro-rated based upon the actual base salary paid to Mr. Hilsheimer through April 14, 2014, payable no later than December 15, 2014. In addition, subject to the terms of a special sign-on grant of restricted stock units on April 1, 2013 that was negotiated at the time of Mr. Hilsheimer’s hire, the unvested portion of the restricted stock units and related dividend equivalents granted to Mr. Hilsheimer on April 1, 2013 became vested as of April 14, 2014 and will be paid to Mr. Hilsheimer in accordance with, and subject to, the terms of the award agreement evidencing the award. All amounts payable to Mr. Hilsheimer under the Separation Agreement and the applicable Restricted Stock Unit Award Agreement will be subject to all applicable withholdings and deductions required by federal, state and local taxing authorities.

The payments and benefits described above are the only amounts to which Mr. Hilsheimer is entitled under the Separation Agreement (or any other agreement). He also remains entitled to any vested benefits he had as of April 1, 2014 under other benefit plans or programs maintained by the Company or its subsidiaries, including The Scotts Miracle-Gro Company Long-Term Incentive Plan, The Scotts Company LLC Retirement Savings Plan and The Scotts Company LLC Executive Retirement Plan, and any award agreements thereunder to which Mr. Hilsheimer is a party.

The Separation Agreement, together with the Employee Confidentiality, Noncompetition, Nonsolicitation Agreement previously executed by Mr. Hilsheimer on April 1, 2013, which will continue in effect following his departure, also contains various restrictive covenants, including covenants relating to noncompetition, confidentiality, cooperation and nonsolicitation.

The foregoing is a brief description of the terms of the Separation Agreement and is qualified in its entirety by reference to the Separation Agreement, a copy of which is included as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

A copy of the Company's news release announcing Mr. Hilsheimer's departure and Mr. Coleman's appointment as Executive Vice President and Chief Financial Officer is included as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(a) Financial statements of businesses acquired:

Not applicable.

(b) Pro forma financial information:

Not applicable.

(c) Shell company transactions:

Not applicable.

(d) Exhibits:

Exhibit No. **Description**

10.01	Separation Agreement and Release of All Claims, entered into and effective as of April 17, 2014, by and between The Scotts Company LLC and Lawrence A. Hilsheimer
99.1	News Release issued by The Scotts Miracle-Gro Company on April 17, 2014

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

THE SCOTTS MIRACLE-GRO COMPANY

Dated: April 17, 2014

By: /s/ IVAN C. SMITH

Printed Name: Ivan C. Smith

Title: Executive Vice President, General Counsel, Corporate Secretary and Chief Compliance Officer

INDEX TO EXHIBITS

Current Report on Form 8-K
Dated April 17, 2014
The Scotts Miracle-Gro Company

<u>Exhibit No.</u>	<u>Exhibit Description</u>
10.1	Separation Agreement and Release of All Claims, entered into and effective as of April 17, 2014, by and between The Scotts Company LLC and Lawrence A. Hilsheimer
99.1	News Release issued by The Scotts Miracle-Gro Company on April 17, 2014



**AND RELEASE OF ALL CLAIMS
SEPARATION AGREEMENT**

NOTICE: READ BEFORE YOU SIGN!

This agreement contains a RELEASE. We advise that you consult an ATTORNEY.

THIS SEPARATION AGREEMENT AND RELEASE OF ALL CLAIMS ("Agreement") is made and entered into by and between Lawrence Hilsheimer (Employee") and The Scotts Company LLC ("Company");

WHEREAS, Employee's last day of employment with Company shall be April 14, 2014 (the "Termination Date");

WHEREAS, Employee is covered as a Tier 1 Participant under the Company's Executive Severance Plan, the benefits of which are non-negotiable and only available upon the Effective Date of this Agreement;

NOW THEREFORE, in exchange for and in consideration of the promises and covenants contained herein, along with other good and valuable consideration, the receipt of which is expressly acknowledged hereby, the parties agree as follows:

1. Severance Benefits. The parties agree that Employee has been separated from service for a reason covered by the Company's Executive Severance Plan (and that receipt of this Agreement shall serve as a "Notice of Termination" as described therein) and, thus, Employee is entitled to the benefits available under the Executive Severance Plan (and no other benefits) and only entitled to such benefits upon the Effective Date of this Agreement. The terms of the Executive Severance Plan are hereby incorporated by reference and any inconsistency between the terms of the Executive Severance Plan and this Agreement will be resolved in favor of the terms of the Severance plan. The Company agrees to provide Employee with the following (collectively, the "Severance Benefits") :

(A) Severance Pay equal to a continuation of salary, at Employee's regular base pay as of the Termination Date (the "Severance Pay"), payable in accordance with standard Company payroll procedures for Twenty Four (24) months (the "Severance Period"). The Severance Pay shall be subject to withholding and deductions required by federal, state, and local taxing authorities with each installment. In the event that Employee accepts re-

employment with Scotts during the Severance Period, Scotts' obligation to continue making severance payments will cease as of the date re-employment begins. The Severance Pay shall begin to be paid on the first payroll date following the Effective Date; provided, however, that if this Agreement would allow the Effective Date to occur in either of two calendar years, then the first payment of the Severance Pay shall be made on the first payroll date that occurs in the second calendar year and that is after the Effective Date.

(B) Outplacement services from Lee Hecht Harrison as outlined in the Outplacement Summary attached. The duration of outplacement services will be as outlined in the Outplacement Summary or until Employee accepts new employment, whichever occurs first.

(C) Employee shall be eligible to elect COBRA continuation benefits as to medical, dental and vision insurance benefits, and participation in the Employee Assistance Program as provided by applicable law. At the time each payment of the Severance Pay is made pursuant to paragraph 1A, the Company shall also pay Employee an amount equal to the COBRA premium charged by the Company to terminated employees minus the premium Employee paid as an active employee for the benefits for which Employee was enrolled on the Termination Date, all calculated at the rates in effect at the Termination Date (a "Benefit Payment"). This Benefit Payment will be made for each month starting with the month following the Termination Date for the length of the Severance Period, up to a maximum of eighteen (18) months. This payment shall be subject to any applicable withholding and deductions required by federal, state, and local taxing authorities.

(D) Employee will be paid a Prorated Annual Bonus Award, which is the amount Employee would have received had Employee remained employed for the entire fiscal year/performance period, but pro-rated based upon the actual base salary paid to the Employee during Employee's period of employment during the fiscal year/performance year through the Termination Date. The Prorated Annual Bonus Award, if any, will be paid no later than December 15 of the calendar year following the fiscal year/performance year during which Employee's employment terminated.

(E) The restricted stock units and related dividend equivalents granted to Employee on April 1, 2013, to the extent not previously vested, shall be vested on the Termination Date. Such restricted stock units and related dividend equivalents will be paid to Employee in accordance with, and subject to, the terms of the agreement evidencing such award.

The Severance Benefits described herein shall be the only amounts paid by or on behalf of Company, and no interest on this amount shall be paid.

Employee acknowledges and agrees that the benefits described above are the benefits payable to Employee pursuant to the Executive Severance Plan and that he/she is not entitled to any other benefits under the Executive Severance Plan or any other plan or agreement. Employee otherwise acknowledges hereby the receipt of all wages and other compensation or benefits to which Employee is entitled as a result of Employee's employment with Company through the Termination Date.

Employee acknowledges and agrees that all Severance Benefits paid must be repaid and the payment of any future Severance Benefits, if any, will cease in the event that the Company, in its sole discretion, determines that Employee has breached any post-employment obligations owed to the Company, including but not limited to those set forth in any non-competition, non-solicitation and confidentiality provision signed by the Executive.

2. Release of Claims. Employee, on behalf of Employee and Employee's spouse, personal representatives, administrators, minor children, heirs, assigns, wards, agents, and all other persons claiming by or through Employee, does hereby forever release and discharge Company and its respective officers, directors, shareholders, agents, employees, affiliates, subsidiaries, divisions, predecessors, successors, and assigns (the "Released Parties") from any and all charges, claims, demands, judgments, causes of action, damages, expenses, costs, and liabilities of any kind whatsoever. Employee expressly acknowledges that the claims released by this paragraph include all rights and claims relating to Employee's employment with Company and the termination thereof, including without limitation any claims Employee may have under the Age Discrimination in Employment Act, as amended by the Older Worker Benefit Protection Act, Title VII of the Civil Rights Act of 1964, as amended, the Equal Pay Act, the Americans with Disabilities Act, the Employee Retirement Income Security Act, the Worker Adjustment Retraining and Notification (WARN) Act, Ohio Revised Code Chapter 4112, Family and Medical Leave Act and any other federal, state, or local laws or regulations governing employment relationships. This release specifically and without limitation includes a release and waiver of any claims for employment discrimination, wrongful discharge, breach of contract, or promissory estoppel, and extends to all claims of every nature and kind, whether known or unknown, suspected or unsuspected, presently existing or resulting from or attributable to any act or omission of the Released Parties occurring prior to the execution of this Agreement. The release contained herein does not apply to any claim or to rights or claims first arising after the Effective Date of this Agreement, nor does it apply to any claims for unemployment compensation, workers compensation benefits, or vested benefits under ERISA.

3. Right to Participate in Charge. Nothing in this agreement shall be construed to mean that Employee may not file a charge with a governmental agency, or participate in any investigation of a charge conducted by any governmental agency. Employee nevertheless understands and agrees that because of the waiver and release, he freely provides by signing this Agreement, he cannot obtain any monetary relief or recovery from the Released Parties in any proceeding.

4. Knowing and Voluntary Act. Employee acknowledges and agrees that the release set forth above is a general release. Employee, having been encouraged to and having had the opportunity to be advised by counsel, expressly waives all claims for damages which exist as of this date, but of which Employee does not now know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known would materially affect Employee's decision to enter into this Agreement. Employee further agrees that Employee accepts the Severance Benefits as a complete compromise of matters involving disputed issues of law and fact and assumes the risk that the facts and law may be other than Employee believes. Employee further acknowledges and agrees that all the terms of this Agreement shall be in all respects effective and not subject to termination or rescission by reason of any such differences in the facts or law, and that Employee provides this release voluntarily and with full knowledge and understanding of the terms hereof.

5. Revocation Period. **Employee specifically acknowledges and understands that this Agreement is intended to release and discharge any claims of Employee under the Age Discrimination in Employment Act, as amended by the Older Worker Benefit Protection Act (OWBPA). Under the OWBPA, Employee has 21 calendar days in which to consider this Agreement and Employee will have 7 calendar days after signing this Agreement in which to revoke Employee's acceptance of this Agreement. However, pursuant to paragraph 19, below, Employee may sign this Agreement at any time after the Termination Date provided that this Agreement is signed and the 7 calendar day period for revocation has passed (without revocation) no later than the 60th day after the Termination Date.** To revoke, Employee must deliver written notice of revocation to Company's Human Resources Department at 14111 Scottslawn Rd; Marysville, Ohio 43041, Attention: Denise Stump. This Agreement will not be effective or enforceable unless it is signed in accordance with Paragraph 19 and is not revoked before the revocation period has expired. The Effective Date is the day after the last day of the revocation period following Employee's execution of this Agreement.

6. Non-disparagement. Employee agrees that Employee will not make any statement to any third party that Employee could reasonably foresee would cause harm to the personal or professional reputation of the

Released Parties. The Company will instruct its CEO, Senior Executive Staff, and Human Resource Executives not to make any statement to any third party that he/she could reasonably foresee would cause harm to the personal or professional reputation of Employee. For example, if asked about the reason for Employee's departure, the parties agree that a permissible response would be: Employee's departure was not related to any disagreement relating to the Company's operations, policies, practices or financial reporting.

7. No Admission of Liability. Neither this Agreement, nor any term contained herein, may be construed as, or may be used as, an admission on the part of either party of any fault, wrongdoing, or liability whatsoever.

8. Survivorship. Should Employee die or become totally disabled following the Termination Date but before the payments due Employee under Paragraph 1 above have been made, any remaining payments shall be made to Employee (or Employee's designated beneficiary, as applicable).

9. Return of Property. Employee agrees to return all Company property remaining in Employee's possession or control, including without limitation any and all equipment, documents, credit cards, hardware, software, source code, data, keys or access cards, files, or records on or before the Termination Date.

10. Confidentiality. This Agreement is and shall remain confidential. Employee agrees not to, at any time, disclose the terms of this Agreement, in whole or in part, including the existence and amount of the Severance Benefits, to any individual or entity without the prior written consent of Company or unless required by law. Employee may, however, disclose the terms of this Agreement to Employee's attorney, tax advisor, and immediate family, provided that any such persons agree in advance to be bound by this confidentiality provision. Employee further acknowledges and agrees that any confidentiality, nondisclosure, noncompetition, and nonsolicitation obligations to Company under any prior agreement, are not being released hereby and will specifically survive the termination of Employee's employment and this Agreement. Employee expressly agrees to keep and maintain Company confidential information confidential, and not to use or disclose such information, directly or indirectly, without the prior written consent of Company or unless required by law. Employee agrees that the provisions of this paragraph are material terms of this Agreement.

11. Cooperation with Litigation. Employee will cooperate fully with Company in its defense of any lawsuit filed over matters that occurred during the tenure of Employee's employment with Company, and Employee agrees to provide full and accurate information with respect to same. Employee further agrees not to assist any party in maintaining any lawsuit against any of

the Released Parties, and will not provide any information to anyone concerning any of the Released Parties, unless compelled to do so by valid subpoena or other court order, and in such case only after first notifying Company sufficiently in advance of such subpoena or court order to reasonably allow Company an opportunity to object to same.

12. Cooperation with Governmental Investigations. Employee will cooperate fully with Company in any investigation, audit, or inquiry conducted by or on behalf of any federal, state, or local governmental agencies regarding the Company, including, but not limited to, providing truthful information to the Company and making herself/himself available to the Company upon reasonable notice for purposes of being interviewed or otherwise providing assistance to the Company. Employee further agrees to notify the Company through the Director of Litigation, David Faure, at 14111 Scottslawn Road, Marysville, Ohio 43041 should he/she be contacted by a governmental agency regarding a governmental investigation, audit or inquiry regarding the Company.

13. Choice of Law. The validity, construction and interpretation of this Agreement shall be governed by the laws of the State of Ohio.

14. Execution in Parts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute a single Agreement.

15. No Waiver of Terms. Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any such term, covenant, or condition, nor shall any failure at any one time or more times be deemed a waiver or relinquishment at any other time or times of any right under this Agreement.

16. Modifications. No modification or amendment of this Agreement shall be effective unless the same is in a writing duly executed by all the parties hereto.

17. Assignment. Company may assign, in whole or in part, its rights and obligations under this Agreement, and the rights of Company hereunder shall inure to the benefit of, and the obligations of Company hereunder shall be binding upon, its successors and assigns. Employee's rights and obligations hereunder may not be assigned.

18. Entire Agreement. Except as otherwise set forth herein, this Agreement sets forth the entire Agreement between Company and Employee and supersedes and replaces any and all prior or contemporaneous representations or agreements, whether oral or written, relating to the subject matter hereof.

19. Method of Acceptance. To accept, Employee must sign the Agreement. Once Employee has accepted the Agreement, Employee shall deliver a signed and dated copy hereof to Tasha Potts in Company's Human Resources Department, 14111 Scottslawn Road, Marysville, Ohio 43041. This Agreement cannot be accepted until after the Termination Date and will not be effective if signed by Employee prior to the Termination Date. To be effective, this Agreement must be signed by Employee after the Termination Date and the 7 calendar day period for revocation must expire (without revocation) no later than the 60th day following the Termination Date. Employee's failure to deliver a signed and irrevocable Agreement in a timely manner will excuse Company from timely payment.

IN WITNESS WHEREOF, EACH OF THE UNDERSIGNED, HAVING RECEIVED ALL THE ADVICE DEEMED NECESSARY, AND HAVING CAREFULLY READ AND UNDERSTOOD THIS AGREEMENT, DOES HEREBY SIGN AND ACCEPT THIS AGREEMENT AS OF THE DATE SET FORTH BELOW.

April 17, 2014

Date

/s/ Lawrence Hilsheimer

Lawrence Hilsheimer

April 15, 2014

Date

THE SCOTTS COMPANY LLC
By: /s/ Denise S. Stump

Its: Executive Vice President, Global HR

The Scotts Miracle-Gro Company NEWS

ScottsMiracle-Gro Names Randy Coleman as Chief Financial Officer

MARYSVILLE, Ohio (April 17, 2014) – The Scotts Miracle-Gro Company (NYSE: SMG), the world’s largest marketer of branded consumer lawn and garden products, announced today that its Board of Directors has named Randy Coleman as executive vice president and chief financial officer.

Coleman replaces Larry Hilsheimer, who has left the Company effective immediately and is pursuing other interests.

“As we look to capture the opportunities in front of us, the Board and I recognized that Randy’s deep understanding of our industry, our retail environment and the overall competitive landscape made him the right person for this role,” said Jim Hagedorn, chairman and chief executive officer. “I have worked with Randy for more than a decade and consider him one of our very best leaders. He is an exceptional finance executive who has great instincts and a bias for action. He has the support of the entire management team because we know his engaged approach to managing the business fits well with our culture and our constant drive to improve.”

The appointment of Coleman was not a reflection of any concerns related to the Company’s financial controls or business performance, Hagedorn said. The Company will report its fiscal second quarter results after market on Monday, May 5, at which time it expects to report results in line with its internal expectations, allowing it to re-affirm its outlook for the full year.

“Larry brought good insights to the organization and we appreciate his contributions,” Hagedorn said. “But as we have refined our strategic plan over the past year, our needs have changed, which is why we recognized that Randy is a better fit for our new direction. We wish Larry continued success going forward.”

Coleman, 45, was most recently senior vice president of operating finance as well as enterprise performance analytics. He joined ScottsMiracle-Gro in 1999. He started as assistant controller of the Ortho business unit. He later acted as director of financial

planning and analysis and held several finance leadership roles. A graduate of The Ohio State University, he began his career at PricewaterhouseCoopers LLP.

About ScottsMiracle-Gro

With more than \$2.8 billion in worldwide sales, The Scotts Miracle-Gro Company is the world's largest marketer of branded consumer products for lawn and garden care. The Company's brands are the most recognized in the industry. In the U.S., the Company's Scotts®, Miracle-Gro® and Ortho® brands are market-leading in their categories, as is the consumer Roundup® brand, which is marketed in North America and most of Europe exclusively by Scotts and owned by Monsanto. In the U.S., we operate Scotts LawnService®, the second largest residential lawn care service business. In Europe, the Company's brands include Weedol®, Pathclear®, Evergreen®, Levington®, Miracle-Gro®, KB®, Fertiligène® and Substral®. For additional information, visit us at www.scotts.com.

Contact:

Jim King

Senior Vice President

Chief Communications Officer

(937) 578-5622