

SEPARATION AGREEMENT

AGREEMENT is entered into on the date set forth below by and between the MANHEIM TOWNSHIP SCHOOL DISTRICT (hereinafter referred to as the "SCHOOL DISTRICT") and JOHN NODECKER (hereinafter referred to "NODECKER").

Recitals

WHEREAS, NODECKER has been employed by the SCHOOL DISTRICT since July 1, 2014 in the position of Superintendent pursuant to a four year contract; and

WHEREAS, during his employment with the SCHOOL DISTRICT, NODECKER has experienced certain health and medical challenges; and

WHEREAS, after reviewing this matter, the parties have determined it is in the interests of both NODECKER and the SCHOOL DISTRICT for NODECKER to resign from his employment with the SCHOOL DISTRICT by mutual agreement so that NODECKER can retire early;

WHEREAS, the parties have agreed to discontinue NODECKER's employment contract with the SCHOOL DISTRICT based on the terms and conditions of this AGREEMENT;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, it is agreed by and between NODECKER and the SCHOOL DISTRICT that NODECKER's employment with the SCHOOL DISTRICT shall be resolved in accordance with the following terms and conditions:

Definitions

1.0 **Definitions.** The following terms, when set forth in this AGREEMENT in capital letters, shall have the meaning set forth in the following definitions unless the context clearly indicates otherwise:

1.1 "AGREEMENT" shall mean this AGREEMENT between the SCHOOL DISTRICT and NODECKER

- 1.2 "DATE OF THIS AGREEMENT" shall mean the last date that this AGREEMENT is signed by any party to this AGREEMENT.
- 1.3 "INCLUDING" shall mean inclusive of but not limited to and/or by way of example and not limitation.
- 1.4 "RELEASED CLAIMS" shall mean all claims, demands, damages, actions, causes of actions, suits at law or in equity, charges, debts, dues, costs, sums of money, attorneys' fees, accounts, bills, judgments, rights, demands, or otherwise, of whatever kind or nature, both civil or criminal or mixed, known or unknown, accrued or unaccrued, contingent or non-contingent, whether arising from the beginning of time up until the DATE OF THIS AGREEMENT, whether or not capable of proof as of the DATE OF THIS AGREEMENT, whether common law or statutory, whether or not now recognized, that NODECKER or anyone claiming by, through or under NODECKER, in any way might have, or could have, against any of the RELEASED PARTIES, INCLUDING:
- 1.4.1 all claims for or because of any matter or thing, act, or omission, done or admitted or suffered to be done by the RELEASED PARTIES relating to NODECKER and/or his employment with the SCHOOL DISTRICT, as well as the consequences or effects of any such matter, thing, act or omission whether occurring before or after the date hereof;
- 1.4.2 all claims for or because of any and all acts or omissions directly or indirectly related to NODECKER,
- 1.4.3 all claims for discrimination based on age, religion, sex, race, disability, national origin, or any other protected characteristics, INCLUDING claims under Titles IV, VI or VII of the Civil rights Act of 1964, the Americans with Disabilities Act, the Civil Rights Act of 1866, the Equal Pay Act, the Rehabilitation Act, the Age Discrimination in Employment Act, the Family and Medical Leave Act, Title IX of the Education Amendments of 1972, and all state and local analogues of such statutes, INCLUDING the Pennsylvania Human Relations Act;
- 1.4.4 all claims of violations of any statute, regulation, ordinance, motion, policy, or guideline, INCLUDING, (a) Section 1981; (b) Section

1983; (c) Section 1985; (d) Section 1988; (e) the anti-retaliation provisions of any statute or regulation, INCLUDING, Titles IV, VI and VII, the Americans with Disabilities Act, the Pennsylvania Human Relations Act, or any other anti-retaliation law, provision or regulation; (f) the Whistleblower Act; (g) the Sunshine Act; (h) the State Ethics Act; (i) the Public School Code; (j) the Public Employee Relations Act; (k) COBRA; (l) the Child Protective Services Law; (m) the Health Insurance Privacy and Accountability Act ("HIPAA"); (n) the Occupational Safety and Health Act ("OSHA"); (o) the Employee Retirement Income Security Act ("ERISA"); and (p) all other state and federal laws;

- 1.4.5 all claims for violations of any provision of the constitutions of the United States, or of the Commonwealth of Pennsylvania, INCLUDING the FIRST AMENDMENT, the SECOND AMENDMENT, the FOURTH AMENDMENT, the FIFTH AMENDMENT and/or the FOURTEENTH AMENDMENT of the United States Constitution and the Pennsylvania Constitution, INCLUDING Article I of the Pennsylvania Constitution;
- 1.4.6 all claims for breach of contract, defamation, negligence, loss of consortium, breach of the covenant of good faith and fair dealing, misrepresentation, wrongful discharge, emotional distress, interference with contractual relations, equitable and promissory estoppel, breach of fiduciary duty, fraud, and any other common law claims, whether contractual, tort or equitable in nature, under the laws of any jurisdiction;
- 1.4.7 all claims for the recovery of wages, accrued time-off, benefits, or any other compensation, INCLUDING claims under the Fair Labor Standards Act, the Equal Pay Act; and the Pennsylvania Wage Payment and Collection Law;
- 1.4.8 all claims under any applicable policy, collective bargaining agreement, and/or administrative compensation plan;
- 1.4.9 all claims being made in any existing grievances, if any, or that could be made in any existing or potential grievances; and

- 1.4.10 all claims for attorneys' fees and costs and expenses of any nature or type.
- 1.5 It is the Parties' intention that the above language relating to the description of the RELEASED CLAIMS shall be accorded the broadest possible interpretation. The RELEASED CLAIMS defined herein extends to all claims and potential claims which arose on or before the DATE OF THIS AGREEMENT, INCLUDING pre-employment claims and causes of action, whether now known or unknown, suspected or unsuspected, matured or unmatured. This constitutes an essential term of this AGREEMENT. The parties acknowledge that the RELEASED CLAIMS shall not include any claims arising from acts or omissions taken by any RELEASED PARTIES after the DATE OF THIS AGREEMENT.
- 1.6 "RELEASED PARTIES" shall mean (1) the SCHOOL DISTRICT; (2) all entities affiliated with the SCHOOL DISTRICT, INCLUDING any of its schools, the Intermediate Unit to which it is assigned and any area vocational-technical schools with which it may participate (hereinafter "AFFILIATED ENTITIES"), (3) the SCHOOL DISTRICT'S and the AFFILIATED ENTITIES' past, current, and future employees, officers, directors, agents, owners, attorneys and legal representatives, in their individual and official capacities, as well as all of their heirs, assigns, parents, subsidiaries, partners, and affiliates, as well as all of their employees, agents, owners, officers, directors, partners, legal representatives and assigns, (4) the SCHOOL DISTRICT'S and the AFFILIATED ENTITIES' insurers, ; and all other persons, corporations, benefit plans, insurers, and other entities whom/which might be claimed to be jointly and/or severally liable with any of the persons or entities named above with respect to any of the "RELEASED CLAIMS".
- 1.7 "RELEASED PARTY" shall mean any of the RELEASED PARTIES as defined herein.

Terms

2.0 Consideration.

- 2.1 Wage Payments. As consideration for entering into this AGREEMENT and subject to the following terms, conditions and limitations, the SCHOOL DISTRICT shall pay to Nodecker his regular rate of pay on

each payday through January 29, 2017 ("the Payments" or "the Gross Payments"), less withholdings for all applicable federal, state and local taxes, FICA (Social Security taxes) and unemployment taxes, which will be reported on IRS Form W-2. Notwithstanding anything herein to the contrary, PSERS will be deducted and reported through January 29, 2016, but not thereafter.

- 2.1.1 NODECKER's acceptance of the amount described above shall constitute an admission by him that he did not revoke this AGREEMENT during the eight (8) day revocation period, and shall further constitute an admission by him that this AGREEMENT has become effective and enforceable.
- 2.1.2 Notwithstanding anything herein to the contrary, in the event that NODECKER obtains gainful employment before January 29, 2017, the Gross Payments described in paragraph 2.1 shall be reduced by the gross wages paid to NODECKER through the alternative employment. If the gross wages from the alternative employment equals or exceeds the Gross Payments described in paragraph 2.1, the Gross Payment shall cease effective on the date that the gross wages from the alternative employment equals or exceeds the Gross Payments.
- 2.1.3 JOHN NODECKER shall promptly report to the Solicitor and the Director of Human Resources of any employment that he obtains prior to January 29, 2017.
- 2.2 Payment for Unused Vacation. NODECKER shall be paid for his unused vacation days as of his date of resignation to a maximum of twenty-five (25) days. Such payment shall be based upon NODECKER'S average per diem salary rate (1/260th) in effect for the period during which he was employed by School District. This payment for unused vacation days shall be paid in equal increments as part of the wage payments made to NODECKER.
- 2.3 Section 403(b) Contributions. For the period of December 1, 2015, through January 29, 2016, NODECKER shall not increase his usual and customary 403(b) contribution over and above what it had been. For the period of January 30, 2016 through January 29, 2017, the SCHOOL DISTRICT shall pay to a Section 403(b) Account on behalf of

NODECKER, a sum equal to NODECKER'S contributions to his Section 403(b) account, provided that the SCHOOL DISTRICT shall not be obligated to contribute more than Twelve Thousand Dollars and No Cents (\$12,000.00) during the period of January 30, 2016 through January 29, 2017. The payments shall be made within thirty (30) calendar days of the SCHOOL DISTRICT'S knowledge of NODECKER'S contributions. During this period, NODECKER shall have the right to adjust his contribution level by contacting the SCHOOL DISTRICT's payroll department and completing the appropriate paperwork.

- 2.4 Health Care. The SCHOOL DISTRICT shall continue to provide health care to NODECKER under the SCHOOL DISTRICT'S existing plan, with NODECKER paying his share through payroll deduction, through January 29, 2017; provided, however, that if NODECKER obtains alternative employment that provides or offers health care to him, the SCHOOL DISTRICT'S obligation to provide health care to NODECKER and any dependents shall cease effective the date that NODECKER is eligible for health care coverage from another employer. Notwithstanding anything herein to the contrary, NODECKER shall be entitled to continue health care after January 29, 2017, at this sole cost and expense subject to the terms, conditions and limitations of COBRA.
- 2.5 Exclusive Payments and Benefits. Notwithstanding anything in this AGREEMENT to the contrary, the foregoing payments and benefits shall be the only payments and benefits to be provided by the SCHOOL DISTRICT to NODECKER and he shall not be entitled to or be paid to any other salary, wages, benefits or payments of any nature or kind under any theory, contract or administrative compensation plan.
- 2.6 References and Employment Questions. In the event that the Human Resources Department is contacted for an employment reference by a prospective employer or for any other information regarding NODECKER's employment, the only information that will be disclosed is: (i) the start date of employment; (ii) the positions held with the SCHOOL DISTRICT; (iii) the end date of employment; and (iv) the fact that NODECKER voluntarily resigned from employment. Notwithstanding anything herein to the contrary, the SCHOOL DISTRICT shall comply with applicable law and shall complete reference check forms as required by applicable law.

- 3.0 **Effective Date of this AGREEMENT.** This AGREEMENT shall become fully effective and enforceable only when each of the following conditions have been fulfilled:
- 3.1 The AGREEMENT has been executed by all parties; and
- 3.2 The AGREEMENT has not been revoked or rescinded within the revocation period.
- 4.0 The SCHOOL DISTRICT and NODECKER expressly acknowledge and confirm that: (1) the only consideration for their signing this AGREEMENT are the terms and provisions stated herein; and (2) no other promise or agreement of any kind, save those set forth in this AGREEMENT, has been made by any person or entity whatsoever to cause them to sign this document.
- 5.0 **SCHOOL DISTRICT'S Acceptance of NODECKER'S Resignation.** The SCHOOL DISTRICT hereby accepts the resignation submitted by NODECKER and attached hereto as Exhibit "B"; provided, however, that if NODECKER obtains alternative employment prior to January 29, 2016, the date of his resignation shall accelerate and advance to the last business day prior to the start of his alternative employment. The advancement and acceleration of the resignation date shall be self-executing without the need for NODECKER to take any action.
- 6.0 **Future Employment with SCHOOL DISTRICT Prohibited.** NODECKER shall not hereafter apply or be eligible for employment with the SCHOOL DISTRICT. In the event that NODECKER should apply for employment with the SCHOOL DISTRICT, the SCHOOL DISTRICT shall disregard the application. It is agreed by and among the parties hereto that the SCHOOL DISTRICT'S disregard of any such employment application shall be pursuant to the terms hereof and not the result of any unlawful conduct by the SCHOOL DISTRICT. In addition, Nodecker shall not act in a contractor capacity or be employed by a contractor or other entity to provide services at the SCHOOL DISTRICT or in any of its facilities or in any of its programs.
- 7.0 **Release.**
- 7.1 **Unconditional and Irrevocable General Release.** In exchange for the covenants and conditions contained, NODECKER unconditionally and irrevocably remises, releases and forever discharges and by this

AGREEMENT does, for himself and his dependents, heirs, executors, administrators, successors and assigns, unconditionally and irrevocably remises, releases, and forever discharges the RELEASED PARTIES, jointly and severally, of and from all RELEASED CLAIMS.

7.2 NODECKER's Acknowledgment of Broad Scope of Release.

NODECKER acknowledges that the claims, demands, damages, actions, causes of actions, and suits at law or in equity that he is releasing and discharging herein include but are not limited to any claims, rights and causes of action arising under any and all state and federal statutes relating to employment and/or compensation, claims for attorney fees, any claim of violation of federal or state constitutional or statutory rights, substantive or procedural, and any claim under common law, tort and/or contract theories, whether such claims are known or unknown, foreseen or unforeseen.

7.3 NODECKER expressly acknowledges that this AGREEMENT is intended to include in its effect, without limitation, not only claims that are known, anticipated or disclosed, but also claims that are unknown, unanticipated and undisclosed, but which may nevertheless exist as of the DATE OF THIS AGREEMENT. NODECKER expressly waives any right to assert, after the execution of this AGREEMENT, that any claim that existed on or prior to the EFFECTIVE DATE OF THIS AGREEMENT, through ignorance or oversight, or any other reason, has been omitted from the scope of this AGREEMENT.

8.0 Cooperation. Nodecker agrees to cooperate with the SCHOOL DISTRICT in any legal matter involving any employee, former employee, student or former student of the SCHOOL DISTRICT involving any matter that arose in connection with his employment with the SCHOOL DISTRICT.

9.0 Actions by Others. NODECKER agrees and covenants that neither he nor any person, organization or other entity on his behalf, will file, charge, claim, sue or cause or permit to be filed, any individual action or class action for damages, including injunctive, declaratory, monetary relief or other, against the RELEASED PARTIES hereunder, involving any matter whatsoever which occurred at any time in the past up to date of this AGREEMENT or involving any continuing effects or any acts or practices which may have arisen or occurred prior to the date of this AGREEMENT. It is understood that if a class action is filed, that the mere filing of said action does not place NODECKER in breach of

this AGREEMENT provided that NODECKER takes reasonable steps with all due speed to remove himself from the class. The parties acknowledge that the release and covenant not to pursue legal action set forth in this AGREEMENT do not apply and does not bar any claims and damages arising from conduct or action taken by any RELEASED PARTIES after the DATE OF THIS AGREEMENT.

- 10.0 **Claims and Interests of Others.** NODECKER represents and warrants that no other person or entity has or has had any interest in the claims, demands, allegations, or causes of action referred to in this AGREEMENT and that NODECKER has the sole right and exclusive authority to execute this AGREEMENT and that he has not sold, assigned, transferred, conveyed, or otherwise disposed of any claims, demands, obligations, or causes of action referred to herein.

11.0 **Property and Materials.**

- 11.1 Within twenty (20) calendar days of the DATE OF THIS AGREEMENT, NODECKER shall provide to the Director of Human Resources any and all SCHOOL DISTRICT Materials in his possession, custody or control. For the purposes of this AGREEMENT, the term "SCHOOL DISTRICT Materials" in the previous sentence means the original, or a copy of the original, and any non-identical copy, whether in physical or electronic format, or all information and documentation of every kind, variety, type and character, including electronic information and data, which NODECKER created or obtained in connection with his employment with the SCHOOL DISTRICT, including, by way of example but not limited to, the following: the SCHOOL DISTRICT'S educational practices and plans, administrative, financial, personnel and student data and information, and all documents, letters, records, notebooks, memoranda, minutes and any other materials containing, in whole or in part, information pertaining to the SCHOOL DISTRICT.

- 11.2 NODECKER further acknowledges that he has returned any and all SCHOOL DISTRICT owned physical property INCLUDING: all keys, identification badges, credit cards, books, electronic storage devices, computer and cellular phones. To the extent that NODECKER has not returned such property, he will return such property with the SCHOOL DISTRICT Materials as provided above.

- 12.0 **Finality.** This AGREEMENT shall be final and binding between the parties

hereto, and shall fully and completely resolve any disputes between NODECKER and the SCHOOL DISTRICT. This AGREEMENT may be pleaded as a full bar to any claim which NODECKER may assert against the RELEASED PARTIES or any of them for any matter, cause or thing which may have occurred before the date of execution of this AGREEMENT.

- 13.0 **Construction.** All parties acknowledge that this AGREEMENT constitutes a compromise settlement of the subject dispute and that the terms hereof shall not be construed as an admission on the part of either party or as a validation or invalidation of any allegations.

13.1 In the event that this AGREEMENT and document does not become effective and enforceable, this document will not be admissible into evidence, for any purpose whatsoever, in any administrative proceeding, hearing, trial or appeal, irrespective of the forum.

- 14.0 **Lack of Precedent.** The RELEASED PARTIES' agreements in this matter and to the terms hereof shall not set a precedent, be construed as a practice or course of dealing of the SCHOOL DISTRICT or be used in any manner in an attempt to expand the rights of any SCHOOL DISTRICT employee, it being understood that the decision of the SCHOOL DISTRICT in this matter is based upon the unique and particular facts of this matter.

- 15.0 **Consultation with Counsel.** NODECKER acknowledges that he was advised to consult with and was given an opportunity to be represented by legal counsel skilled in this area of the law and that He was so represented. NODECKER further acknowledges that no promise or inducement other than those expressed in this AGREEMENT have been made to him, and in executing this AGREEMENT, he is not relying upon any statement or representation made by the SCHOOL DISTRICT or any of its employees, board members, officials, agents, attorneys or representatives.

- 16.0 **Further Acknowledgments.** As evidenced by Exhibit "A" attached hereto, NODECKER has been advised of and hereby acknowledges and represents that he is aware:

16.1 that various state and federal laws prohibit employment discrimination based on age, sex, race, color, national origin, disability, and veteran's status and require certain employers to furnish employees with

employment and a place of employment which are free from recognized hazards and to comply with occupational safety and health standards; and

- 16.2 that various state and federal laws confer various rights upon employees and individuals and provide for various legal remedies in the event of one or more violations of said laws; and
- 16.3 that some of these laws are enforced by or through applicable administrative agencies, such as the Secretary of Labor, the Equal Employment Opportunity Commission and/or the Pennsylvania Human Relations Commission ; and
- 16.4 that some of these laws are enforced through the courts or in other ways; and
- 16.5 that NODECKER has a right to a School Board hearing with respect to (i) any action of the SCHOOL DISTRICT that constitutes an "adjudication" under the Local Agency Law or (ii) any action that constitutes a discharge under the School Code; with a further appeal(s) to the courts; and
- 16.6 that this AGREEMENT relates to and effectuates a release and/or waiver of all rights, INCLUDING:
 - 16.6.1 rights under the Public School Code, as amended;
 - 16.6.2 rights established in the Age Discrimination In Employment Act;
 - 16.6.3 rights under the Equal Pay Act;
 - 16.6.4 rights created by the Older Workers' Benefit Protection Act;
 - 16.6.5 rights under the Pennsylvania Human Relations Act;
 - 16.6.6 rights under SCHOOL DISTRICT policy;
 - 16.6.7 rights created by contract, express or implied, or by collective bargaining agreement
 - 16.6.8 rights created by the Rehabilitation Act of 1974;
 - 16.6.9 rights created by Title IX of the Education Amendments of 1972;
 - 16.6.10 rights under Titles IV, VI and VII of the Civil Rights Act of 1964;
 - 16.6.11 rights under Sections 1981, 1983, 1985 and 1988;
 - 16.6.12 rights under COBRA;
 - 16.6.13 rights under the Family and Medical Leave Act;
 - 16.6.14 rights under the Americans with Disabilities Act;
 - 16.6.15 rights under the Fair Labor Standards Act;
 - 16.6.16 rights under OSHA;

16.6.17 rights under ERISA;
16.6.18 rights under the Whistleblower Act;
16.6.19 rights under the Public Employee Relations Act;
16.6.20 rights under the Child Protective Services Act;
16.6.21 rights under the Sunshine Act;
16.6.22 rights under HIPAA;
16.6.23 rights under the United States Constitution;
16.6.24 rights under the Pennsylvania Constitution;
16.6.25 rights under common law, whether contract, tort or equitable;
16.6.26 rights under any applicable collective bargaining agreement, compensation plan or compensation or employment policy;
16.6.27 rights under all state statutes and regulations;
16.6.28 rights under all local ordinances or resolutions; and
16.6.29 other rights that NODECKER may have against the RELEASED PARTIES which may have been violated prior to the date of execution hereof; and

16.7 that NODECKER does not waive or release rights or claims that may arise from acts or omissions that occur after the date this AGREEMENT is executed; and

16.8 that NODECKER has received consideration for executing this AGREEMENT, waiving all rights he has for any claims that arose prior to the date of execution and releasing the RELEASED PARTIES from same, said consideration being described in paragraph 2.0 (and its subparagraph(s)) of this AGREEMENT;

16.9 that NODECKER does not qualify for and is not entitled to any severance payments under any applicable compensation plan, practice or policy of the SCHOOL DISTRICT except as expressly and specifically stated in paragraph 2.0 (and its subparagraph(s)) of this AGREEMENT; and

16.10 NODECKER has been advised to consult with his attorney prior to agreeing to and executing this AGREEMENT, and in fact was represented by legal counsel of his choosing.

17.0 **Time to Consider AGREEMENT and Right of Rescission/Revocation.** NODECKER has a period of at least twenty-two (22) days within which to consider this AGREEMENT. Further, for a period of eight (8) days following the execution of this AGREEMENT by NODECKER, he may revoke and rescind this

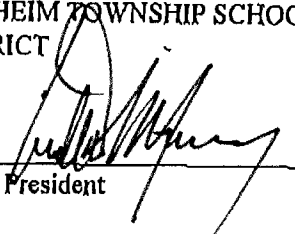
AGREEMENT. This AGREEMENT shall not become enforceable or effective until the revocation period has expired. If NODECKER does not revoke or rescind the AGREEMENT within the revocation period, the AGREEMENT shall become fully effective, shall be unconditional and shall thereafter be irrevocable. To revoke or rescind the AGREEMENT within the revocation and rescission period, written notice shall be given by NODECKER and received at the office of the SCHOOL DISTRICT solicitor, Mr. Robert Frankhouser, within the revocation period.

- 18.0 **Voluntary and Knowing Execution of AGREEMENT.** NODECKER acknowledges that he executed this AGREEMENT and agreed to all of its terms freely, voluntarily, knowingly and after consulting with legal counsel skilled in this area of the law considering his options. NODECKER further acknowledges and represents that he is under no disability or impairment that would prevent or impair (a) his ability to understand this AGREEMENT or its effects; or (b) his ability to enter into this AGREEMENT knowingly and voluntarily.
- 19.0 **Covenant Not to Sue.** NODECKER shall not institute any legal actions in any forum (whether judicial, administrative, arbitration, or otherwise; whether legal or equitable; whether federal, state, or local) with respect to any of the RELEASED CLAIMS. If NODECKER does, he shall pay to the applicable RELEASED PARTIES all attorneys' fees, costs and expenses incurred by the RELEASED PARTIES in defending themselves against such RELEASED CLAIMS.
- 20.0 **Rules of Construction.** This AGREEMENT shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania and, to the extent applicable, the United States government. NODECKER acknowledges and agrees that in consideration of the fact that he has carefully read, reviewed and considered the terms of this AGREEMENT and that NODECKER has had a full opportunity to obtain legal advice from counsel of his choice in connection with this AGREEMENT, the normal principle of contract construction whereby all ambiguities are to be construed against the drafter shall not be employed in the interpretation and construction of this AGREEMENT.
- 21.0 **Modification and Waiver.** No modification or waiver of any of the terms of this AGREEMENT shall be valid unless in writing and executed with the same formality of this AGREEMENT.

- 22.0 **Counterparts.** In the event that two or more counterparts of this AGREEMENT are executed all such counterparts shall collectively constitute the same instrument.
- 23.0 **Headings.** The headings of any Article or Section hereof are for reference purposes only and shall not in any way affect the meaning or interpretation thereof.
- 24.0 **Severability.** All agreements and covenants herein contained are severable. In the event that any provision of this AGREEMENT should be held to be unenforceable, the validity and enforceability of the remaining provisions hereof shall not be affected thereby. Any court (or arbitrator) construing this AGREEMENT is expressly granted the authority to revise any invalid or unenforceable provision hereof in order to render same enforceable.
- 25.0 **Estoppel Statement.** NODECKER hereby represents, warrants and certifies to the SCHOOL DISTRICT and the other RELEASED PARTIES that:
- 25.1 NODECKER warrants and represents that he has not filed any claim, charge or lawsuit against the RELEASED PARTIES, or any of them, with any government agency or court, with respect to any other claims, charges or lawsuits that have been or may be filed concerning events or actions relating to his employment or the cessation thereof which occurred on or before the DATE OF THIS AGREEMENT.
- 25.2 All of the facts set forth in this AGREEMENT are true and correct;
- 25.3 The SCHOOL DISTRICT and other RELEASED PARTIES are justified in relying on the representation made herein by NODECKER that the facts set forth in this AGREEMENT are true and correct;
- 25.4 Agrees and understands that the SCHOOL DISTRICT and others intend to rely upon the statements contained herein in agreeing to the terms and conditions of this AGREEMENT; and
- 25.5 NODECKER agrees that the SCHOOL DISTRICT and others may justifiably rely on the statements contained herein.
- 26.0 The SCHOOL DISTRICT agrees that all members of the Manheim Township School Board have reviewed this AGREEMENT.

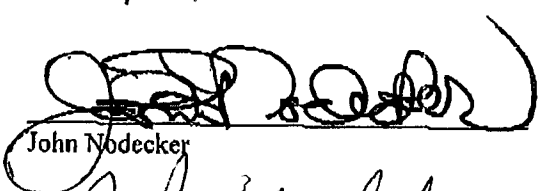
IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, set their hands and seals on the dates indicated.

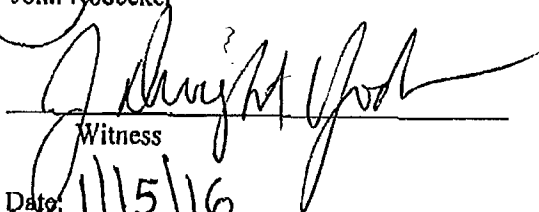
MANHEIM TOWNSHIP SCHOOL
DISTRICT

By: 
President

By: 
Secretary

Date: 1/26/16


John Nodecker


Witness

Date: 1/15/16

Exhibit "A"

NOTICE OF IMPORTANT RIGHTS

Various state, federal and local laws, ordinances, policies and resolutions may grant

grant specific rights to you and may grant to you specific or general remedies that are enforceable through court, administrative or other processes or procedures. Included in these laws are:

- 26.1.1 the Public School Code, as amended;
- 26.1.2 the Age Discrimination In Employment Act;
- 26.1.3 the Equal Pay Act;
- 26.1.4 the Older Workers' Benefit Protection Act;
- 26.1.5 the Pennsylvania Human Relations Act;
- 26.1.6 rights under SCHOOL DISTRICT policy;
- 26.1.7 rights created by contract, express or implied, or by collective bargaining agreement
- 26.1.8 rights created by the Rehabilitation Act of 1974;
- 26.1.9 rights created by Title IX of the Education Amendments of 1972;
- 26.1.10 rights under Titles IV, VI and VII of the Civil Rights Act of 1964;
- 26.1.11 rights under Sections 1981, 1983, 1985 and 1988;
- 26.1.12 rights under COBRA;
- 26.1.13 rights under the Family and Medical Leave Act;
- 26.1.14 rights under the Americans with Disabilities Act;
- 26.1.15 rights under the Fair Labor Standards Act;
- 26.1.16 rights under OSHA;
- 26.1.17 rights under ERISA;
- 26.1.18 rights under the Whistleblower Act;
- 26.1.19 rights under the Public Employee Relations Act;
- 26.1.20 rights under the Child Protective Services Act;
- 26.1.21 rights under the Sunshine Act;
- 26.1.22 rights under HIPAA;
- 26.1.23 rights under the United States Constitution;
- 26.1.24 rights under the Pennsylvania Constitution;
- 26.1.25 rights under common law, whether contract, tort or equitable;
- 26.1.26 rights under any applicable collective bargaining agreement, compensation plan or compensation or employment policy;
- 26.1.27 rights under all state statutes and regulations; and
- 26.1.28 rights under all local ordinances or resolutions.

You should not sign or execute the AGREEMENT because you will lose

important rights you may have:

- a. if you do not want to lose your claim to those rights, or**
- b. if you feel your AGREEMENT to and signing these documents was or is coercive, discriminatory, or involuntary.**

You should also consult with your attorney or attorneys before signing these documents and make sure that you thoroughly review and understand the effect of these documents before signing them.

Furthermore, you have the right to consider whether to agree to this Release and Settlement Agreement for at least twenty two (22) days and it is urged that you take the time necessary to evaluate whether you wish to agree to the terms and conditions set forth in the accompanying documents. Moreover, when and if you sign these documents, you shall have an additional period of eight (8) days following execution by you within which you may revoke or rescind your consent and agreement to the terms of the documents. If you wish to rescind or revoke the AGREEMENT, written notice must be sent to and received at Superintendent's office within the revocation period of eight (8) days.

Acknowledgments

I, John Nodecker, hereby acknowledge and represent that I have read the foregoing notice and understand its meaning and have executed this acknowledgment after considering it and the recommendations by my attorney for a reasonable period of time. I also acknowledge and represent that I understand that by signing this

notice and understand its meaning and have executed this acknowledgment after considering it and the recommendations by my attorney for a reasonable period of time. I also acknowledge and represent that I understand that by signing this AGREEMENT, I will not be able to sue you for anything that occurred before the DATE OF THIS AGREEMENT, even if the effects of such things did not occur until after the DATE OF THIS AGREEMENT. I also understand that if I sue you in violation of this AGREEMENT, I will have to pay all of your costs, including attorneys fees, incurred in defending yourself from such a suit in violation of this AGREEMENT.

This document is executed only to establish that I have received certain notices related to my legal rights and it is not intended, nor does it create any substantive terms or conditions. All applicable terms and conditions to my separation from employment are found solely in the Separation Agreement.

Dated: 1/15/16

Signature: _____

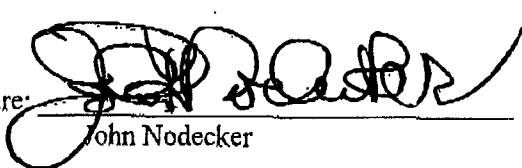
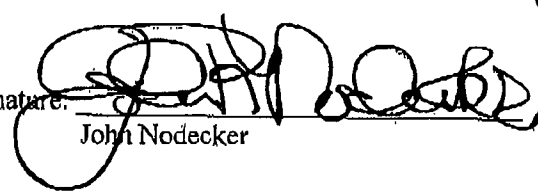

John Nodecker

Exhibit "B"

RESIGNATION

I, John Nodecker, hereby submit my irrevocable and voluntary resignation from employment with the MANHEIM TOWNSHIP SCHOOL DISTRICT effective at the close of business on Friday, January 29, 2016, in accordance with the terms and conditions of the Separation Agreement to which this resignation is appended. It is expressly understood that the School Board's acceptance of my resignation shall constitute the School Board's agreement to all of the terms and conditions of the Release and Settlement Agreement and the authorization of the appropriate officials to execute same.

Date: 1/15/16

Signature: 

John Nodecker

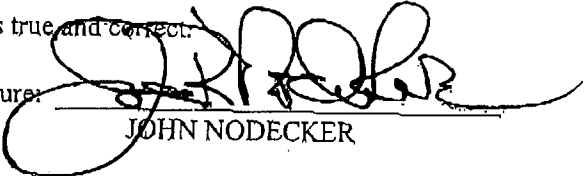
VERIFICATION

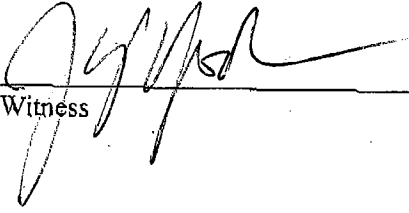
I, JOHN NODECKER, have read the attached documents, including the Release and Settlement Agreement and the Notice of Important Rights, and hereby state and acknowledge that the recitals and facts set forth therein are true and correct and that I understand the nature, fact and consequences of the release and waiver contained in the AGREEMENT.

I declare under penalty of perjury and under the laws of the United States of America and of the Commonwealth of Pennsylvania, particularly 18 Pa. C.S. §4904 (relating to unsworn falsifications to authorities), that the foregoing is true and correct.

Dated: 11/5/16

Employee's Signature: _____


JOHN NODECKER


Witness _____