

## **SETTLEMENT AGREEMENT AND MUTUAL RELEASE**

The parties to this Settlement Agreement and Mutual Release ("Agreement") are Jeffrey S. Bader ("Bader") and East Stroudsburg Area School District ("ESASD") (collectively referred to as the "Parties"). The date of this Agreement is February 26, 2018.

### **BACKGROUND**

Bader is and has been employed as ESASD's Chief Financial Officer ("CFO") since April 20, 2015;

On November 8, 2016, Bader filed a lawsuit against ESASD in the Monroe County Court of Common Pleas, Civil Action No. 8291-CV-2016 (the "Action").

ESASD and Bader desire to address and resolve any and all dealings, rights and claims between them including, by way of example and not limitation, any matters arising out of any claims raised or which could have been raised in the Action; and/or any other statutory, regulatory, common law or other claims of any kind, including, but not limited to, claims for breach of contract, libel, slander, fraud, invasion of privacy, wrongful discharge, promissory estoppel, equitable estoppel and misrepresentation.

NOW, THEREFORE, intending to be legally bound, Bader and ESASD agree as follows:

1. In consideration of this Agreement, ESASD agrees to provide Bader, and Bader agrees to accept from ESASD, the following compensation.

(a) Contractual Salary. Bader shall be entitled to receive his contractual salary through the date his employment with ESASD ends, less all applicable taxes and withholdings;

(b) 2016-17 Salary. Bader's contractual salary for 2016-2017 was \$146,425.00. ESASD shall pay Bader the amount of \$10,606, less all applicable taxes and withholdings, which is the difference between what he was paid and the amount due under contract for 2016-2017. Payment shall be made in equal biweekly installments beginning with the first pay following the execution of this agreement through the last pay of the 2017-18 fiscal year;

(c) 2017-2018 Salary. Bader's contractual salary for 2017-2018 is \$150,818.00. ESASD shall pay Bader an additional \$10,924.00 for 2017-18 less all applicable taxes and withholdings, to augment the amount Bader is currently being paid, and which is due under contract for 2017-2018. Payment shall be made in equal biweekly installments beginning with the first pay following the execution of this agreement through the last pay of the 2017-18 fiscal year;

(d) Medical Benefits. In addition to paying Bader's contractual salary under paragraphs 1(a), (b), and (c) of this Agreement, from the date of this Agreement through the date Bader's employment ends, Bader will continue to receive health benefits coverage for himself under the same plans with which he was covered immediately before his employment with ESASD ends. All costs of such health coverage shall be paid by ESASD until the earlier of Bader's death or he reaches Medicare eligibility.

(e) Attorney Fees. In addition to paying Bader's contractual salary under paragraphs 1(a), (b), and (c) of this Agreement, ESASD will issue a check in the amount of \$7,104.90 made payable to "Broughal & DeVito, L.L.P." allocated as attorney fees. ESASD will issue a 1099 form reflecting this payment to Broughal & DeVito, L.L.P. The check shall be paid within twenty (20) days following the execution of this Agreement. Within twenty (20) days of receipt of the amounts referred to in paragraphs 1(b), 1(c) and 1(d) above, Bader will file a Praecipe to Settle Discontinue and End the Action with Prejudice.

## 2. Release.

(a) In exchange for ESASD's payments described in Paragraph 1, Bader releases and forever discharges, to the maximum extent permitted by law, ESASD and each of the other "Releasees" as defined below, from any and all claims, causes of action, complaints, lawsuits or liabilities of any kind (collectively "Claims") as described below which Bader, his heirs, successors, assigns, agents, administrators or executors have or may have against ESASD or any of the other Releasees.

(b) By agreeing to this Release, Bader waives any and all Claims that can be waived, to the maximum extent permitted by law, which Bader had or may have against ESASD or any of the other Releasees arising out of or relating to any conduct, matter, event or omission existing or occurring before Bader signs this Agreement, and any monetary or other personal relief for such Claims, including, but not limited to, the following:

(i) any Claims having anything to do with Bader's employment with ESASD and/or any of the members of its Board, Officers, employees, agents, attorneys, or related parties or entities;

(ii) any Claims having anything to do with retirement by Bader or Bader's employment with ESASD;

(iii) any Claims for unpaid or withheld wages, severance, benefits, bonuses, incentive compensation, commissions, and/or other compensation of any kind;

(iv) any Claims for reimbursement of expenses of any kind;

- (v) any Claims for attorneys' fees or costs;
- (vi) any Claims of discrimination and/or harassment based on age, sex, pregnancy, race, religion, color, creed, disability, handicap, parental status, failure to accommodate, citizenship, marital status, national origin, ancestry, sexual orientation, family status, marital status, gender identity, genetic information or any other factor protected by Federal, State or Local law as enacted or amended (such as the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq.; Title VII of the Civil Rights Act of 1964, Section 1981 of the Civil Rights Act of 1866, the Americans with Disabilities Act, the Equal Pay Act, the Genetic Information Non-Discrimination Act, the Pennsylvania Human Relations Act, Pennsylvania's Wage Payment and Collection law; any Claims for retaliation under any of the foregoing laws;
- (vii) any Claims regarding leaves of absence including, but not limited to, any Claims under the federal Family and Medical Leave Act;
- (vii) any Claims arising under the Immigration Reform and Control Act ("IRCA");
- (ix) any Claims arising under the Uniformed Services Employment and Reemployment Rights Act ("USERRA") or any state law governing military leave;
- (x) any Claims for violation of public policy;
- (xi) any whistleblower or retaliation Claims under the Pennsylvania Whistleblower Law;
- (xii) any Claims for emotional distress or pain and suffering;
- (xiii) any Claims under the Fair Credit and Reporting Act;
- (xiv) any Claims under the federal and Pennsylvania constitutions;
- (xv) any Claims under the laws of Pennsylvania;
- (xvi) any Claims raised or which could have been raised in Jeffrey S. Bader v. East Stroudsburg Area School District, In the Court of Common Pleas, Monroe County, Pennsylvania, Civil Action No. 8291-CV-2016; and/or
- (xvii) any other statutory, regulatory, common law or other Claims of any kind, including, but not limited to, Claims for breach of contract, libel, slander, fraud, invasion of privacy, wrongful discharge, promissory estoppel, equitable estoppel and misrepresentation.

(c) The term "Releasees" includes: ESASD and any parent, subsidiary, related or affiliated entities of ESASD (whether domestic or foreign), and each of their past and present members of its Board, employees, officers, directors, attorneys, insurers, benefit plan fiduciaries and agents, and all of their respective successors and assigns.

(d) ESASD, for itself and the Releasees, does hereby fully remise, release, and forever discharge Bader, and his heirs, executors, administrators, personal representatives, attorneys, and assigns, whether named herein or not, of and from any and all manner of actions, causes of action, claims, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, and judgments, in law or in equity, whether known or unknown, vested or contingent, and regardless of the legal theory or factual basis involved, which ESASD or the Releasees ever had, now has, had or can have, or by reason of any cause, thing, or matter whatsoever, from the beginning of the world to the date of the execution of this Agreement, whether the same sound in tort, contract, or violation of any statute, code, regulation or ordinance, arising from or related to Bader's employment with ESASD, or his resignation therefrom, except for willful misconduct.

3. Non-Released Claims. The Release in paragraph 3, above, does not apply to:

(a) Any Claims to require the Parties to honor its commitments set forth in this Agreement;

(b) Any Claims to interpret or to determine the scope, meaning, enforceability or effect of this Agreement;

(c) Any Claims that arise after the Parties have signed this Agreement.

(d) Any Claims for worker's compensation benefits, any claims for vested benefits under the ESASD Pension Plan, and any other Claims that cannot be waived by a General Release.

4. Bader will not, at any time, disparage or denigrate ESASD, orally or in writing. ESASD will not, at any time, disparage or denigrate Bader, orally or in writing.

5. This Agreement constitutes the entire agreement between ESASD and Bader, and supersedes and cancels all prior written and oral agreements, if any, between ESASD and him.

6. This Agreement shall be deemed to have been made within Monroe County, Pennsylvania, and shall be interpreted, construed, and enforced in accordance with the laws of the Commonwealth of Pennsylvania and before the Courts of the Commonwealth of Pennsylvania in the County of Monroe. Bader hereby consents to the jurisdiction of such courts for the enforcement of this Agreement and waives trial by jury.

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7. This Agreement may not be modified or changed orally.

8. Neither ESASD nor Bader admits any wrongdoing or liability, and this Agreement is made to avoid the expense and inconvenience of litigation.

The Parties affirm that they read this Settlement Agreement and Release and understands all of its terms. The Parties enter into and sign this Settlement Agreement and Release knowingly and voluntarily, with full knowledge of what it means and intending to be legally bound.

**ACCEPTED AND AGREED:**

By: \_\_\_\_\_  
JEFFREY S. BADER  
Date \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority on this \_\_\_\_ day of \_\_\_\_\_ 2018, personally appeared JEFFREY S. BADER known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and signed in my presence and swore upon oath that this Agreement was executed for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this \_\_\_\_ day of \_\_\_\_\_ 2017, to certify which witness my hand and seal of office.

\_\_\_\_\_  
NOTARY PUBLIC – STATE OF \_\_\_\_\_

\_\_\_\_\_  
(Printed Name of Notary)

My Commission Expires:

\_\_\_\_\_

**ACCEPTED AND AGREED:**

EAST STROUDSBURG AREA  
SCHOOL DISTRICT

By: \_\_\_\_\_ Date \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONROE

BEFORE ME, the undersigned authority on this \_\_\_\_ day of \_\_\_\_\_ 2018,  
personally appeared \_\_\_\_\_ personally known to me to be the person  
whose name is subscribed to the foregoing instrument and signed in my presence and swore  
upon oath that this Agreement was executed for the purposes and consideration therein  
expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this \_\_\_\_ day of \_\_\_\_\_  
2017, to certify which witness my hand and seal of office.

\_\_\_\_\_  
NOTARY PUBLIC – STATE OF \_\_\_\_\_

\_\_\_\_\_  
(Printed Name of Notary)

My Commission Expires:

\_\_\_\_\_