

## SEPARATION AGREEMENT AND RELEASE OF CLAIMS

This Separation Agreement and Release of Claims ["Agreement"] represents the mutual agreement between Rachel Randolph and Khepera Charter School, concerning Rachel Randolph's ["Randolph"] employment with Khepera Charter School ["Khepera"], which terminated effective November 10, 2004.

By signing this Agreement, Randolph understands and agrees that she is foregoing all legally waivable claims against Khepera, as fully explained below.

1. Release Consideration. If Randolph signs this Agreement, Khepera will pay Randolph the "Release Amount" in consideration of signing this letter as well as the Respondent and Complainant Agreement which was prepared by the Pennsylvania Human Relations Commission. The total Release Amount shall be \$5,000.00, less all applicable federal, state, local and benefit withholdings. The Company will issue Randolph an IRS W-2 for this amount.

2. Release of Claims by Randolph. In exchange for the Release Amount described in paragraph 1, Randolph, her heirs, representatives, agents, successors and assigns, hereby release and forever discharge Khepera and any parent, subsidiary, and any related entity, and all present and past officers, directors, shareholders, employees, agents and representatives of such entities (hereinafter collectively "Khepera") from any and all legally waivable claims, demands, actions, causes of action, administrative claims, liability, damages, claims for punitive or liquidated damages, claims for attorney's fees, costs and disbursements, individual or class action claims, or demands of any kind whatsoever, including but not limited to any claims arising in tort or contract, any claims for discrimination or otherwise arising under the Employee Retirement Income Security Act of 1974, Title VII of the Civil Rights Act, 42 U.S.C. 2000e, et. seq., the Age Discrimination in Employment Act, 29 U.S.C. 621 et. seq., the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq., the Family and Medical Leave Act of 1993, Pennsylvania Human Relations Act, 43 Pa.C.S. 951, et. seq., and any other legally waivable claim arising under federal, state or local law, relating to Randolph's employment with Khepera arising in law or equity.

3. Non-Solicitation. Randolph agrees that for a period of one year following execution of this Agreement, she will not solicit for employment, either directly or indirectly, any person who is employed by Khepera, nor will she advise, encourage or abet any person or entity, either directly or indirectly, to solicit any such employee for employment with any person or entity other than Khepera. Randolph further agrees that she will not publicly or privately disparage any of the services or actions regarding Khepera, its employees, or any related entity.

4. Confidential Information. Randolph agrees and acknowledges that during the course of her employment with Khepera that she had access and was privy to information, documents and/or materials relating to Khepera that are of a confidential and/or proprietary nature or which constitute trade secrets and/or

privileged information, the disclosure of which will cause irreparable harm to Khepera. As part of this Agreement, Randolph agrees to return such information which is in her possession or which has been given to others, and that she will not discuss or disclose to any person or entity any trade secret, confidential, proprietary and/or privileged information without the express permission of Richard Isaac.

5. Confidentiality. Randolph understands and agrees that she will refrain from revealing, discussing or relating in any fashion the contents or terms of this Agreement, except to tax advisors or legal counsel, without the express written consent of Richard Isaac.

6. Commonwealth of Pennsylvania. This Agreement is made and entered into in the Commonwealth of Pennsylvania and shall in all respects be interpreted, enforced and governed under the laws of Pennsylvania.

7. Acknowledgement. Randolph hereby certifies and acknowledges as follows:

(a) She has read the terms of this Agreement and understands its terms and effects, including the fact that she has agreed to RELEASE AND FOREVER DISCHARGE KHEPERA from any legally waivable claim or administrative action arising out of her employment relationship with Khepera, the terms and conditions of that employment relationship, and the termination of that employment relationship;

(b) She has signed this Agreement, and the PHRC Respondent and Complainant Agreement, voluntarily and knowingly in exchange for the consideration provided to her, which she acknowledges is adequate and satisfactory.

(c) She has been advised by Khepera through this document to consult with an attorney concerning this Agreement prior to signing it;

(d) Khepera provided Randolph with a period of twenty-one (21) days in which to consider this Agreement, and Randolph has signed on the date indicated below after concluding that this Agreement is satisfactory to her; and

(e) Neither Khepera nor any of its agents, representatives, employees, or attorneys have made any representations to Randolph concerning the terms or effects of this Agreement, other than those contained herein.

8. Right to Revoke. Randolph also understands that she has the right to revoke this Agreement within seven (7) days after execution, and this Agreement will not become effective or enforceable until the revocation period has expired, by giving written notice to the following by certified mail, return receipt requested:

Paul M. Silver, Esquire  
Reger, Rizzo, Kavulich, & Darnall, LLP  
Parkview Tower, suite 250  
1150 First Avenue  
King of Prussia, Pa. 19406

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed the foregoing Separation Agreement and Release of Claims on the dates indicated below.

-----  
Rachel Randolph

*Rachel Randolph*

-----  
Richard Isaac for Khepera

-----  
Witness

*John Beasley*

-----  
Witness

-----  
Date

*2-9-06*

-----  
Date

PENNSYLVANIA HUMAN RELATIONS COMMISSION

RESPONDENT & COMPLAINANT AGREEMENT

PHRC Case No. 200403931

Rachel Randolph,  
Complainant

EEOC No. 17FA560824

Khepera Charter School,  
Respondent

It is understood that this agreement does not constitute an admission by the respondent of a violation of any state or federal anti-discrimination law.

Inasmuch as the respondent and the complainant wish to settle the above complaint/charge amicably, it is agreed by and between the parties that:

1. Respondent has agreed to Complainant \$5,000 in full and final remedy.
2. Complainant will keep the terms of this settlement confidential.

The respondent's representative, whose name is to be signed to this agreement, attests that he/she is the duly authorized agent of the respondent, and has the authority to negotiate and conciliate on the respondent's behalf and to enter into agreements on the matter of this complaint, which will be binding upon the respondent.

The respondent further agrees not to act adversely in any manner against the complainant because of this complaint/charge and not to permit such adverse action by any of the respondent's employees.

In reliance thereupon, the respondent and the complainant request the Pennsylvania Human Relations Commission (PHRC) and the Equal Employment Opportunity Commission (EEOC) to ratify this agreement and to close as adjusted voluntarily the above-docketed complaint/charge. It is understood that the closure of this case by the PHRC and EEOC is contingent upon compliance by both parties with the provisions of this agreement.

|             |       |                        |                |
|-------------|-------|------------------------|----------------|
| _____       | _____ | <u>Rachel Randolph</u> | <u>2-09-06</u> |
| Complainant | Date  | Respondent             | Date           |
| _____       | _____ | <u>Jan Basly</u>       | <u>2-09-06</u> |
| Witness     | Date  | Witness                | Date           |

Payrolls by Pay USA Inc.

|                              |                                     |                            |                                       |
|------------------------------|-------------------------------------|----------------------------|---------------------------------------|
| Employee File Number<br>0065 | Employee Name<br>RACHEL E. RANDOLPH |                            |                                       |
| Company<br>2757              | Division<br>0001                    | Clock Number               | Social Security Number<br>203-40-8706 |
| Period Start<br>JAN 7, 2006  | Period Ending<br>JAN 20, 2006       | Check Date<br>JAN 27, 2006 | FW M 02<br>ST M 02                    |

Company Name & Address  
**KHEPERA CHARTER SCHOOL**  
 144 W. CARPENTER LANE  
 PHILADELPHIA, PA 19119

| EARNINGS     |       |           |                | TAXES           |                | DEDUCTIONS      |               | YEAR TO DATE   |              |
|--------------|-------|-----------|----------------|-----------------|----------------|-----------------|---------------|----------------|--------------|
| DESCRIPTION  | HOURS | RATE      | AMOUNT         | DESCRIPTION     | AMOUNT         | DESCRIPTION     | AMOUNT        | DESCRIPTION    | AMOUNT       |
| SALARY       |       |           | 5000.00        | FICA            | 310.00         | PSERS %         | 375.00        | GROSS          | 5000.00      |
|              |       |           |                | MEDFICA         | 72.50          | CO MTCH         | 234.50        | FICA           | 310.00       |
|              |       |           |                | PA              | 153.50         |                 |               | MEDFICA        | 72.50        |
|              |       |           |                | PHILA           | 215.05         |                 |               | STATE          | 153.50       |
|              |       |           |                | PA UNEM         | 4.50           |                 |               | LOCAL          | 215.05       |
|              |       |           |                | FED WTH         | 756.29         |                 |               | UNEMPL         | 4.50         |
|              |       |           |                |                 |                |                 |               | FED WTH        | 756.29       |
|              |       |           |                |                 |                |                 |               | PSERS %        | 375.00       |
|              |       |           |                |                 |                |                 |               | CO MTCH        | 234.50       |
| <b>Total</b> |       | <b>\$</b> | <b>5000.00</b> | <b>Total \$</b> | <b>1511.84</b> | <b>Total \$</b> | <b>375.00</b> | Check Number   | 0010484      |
|              |       |           |                |                 |                |                 |               | Net Pay/Amount | *****3113.16 |

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW.

PNC BANK, N.A.  
PHILADELPHIA, PA

Pay USA Inc.  
3-5  
310

**KHEPERA CHARTER SCHOOL**  
144 W. CARPENTER LANE  
PHILADELPHIA, PA 19119

|                            |                      |
|----------------------------|----------------------|
| CHECK DATE<br>JAN 27, 2006 | CHECK NO.<br>0010484 |
|----------------------------|----------------------|

**PAY** THREE THOUSAND ONE HUNDRED THIRTEEN AND 16/100 DOLLARS \*\*\*\*\*  
TO THE  
ORDER OF:

|  |
|--|
| <b>PAY THIS AMOUNT</b><br>*****3113.16 |
|--|

0001 0065  
RACHEL E. RANDOLPH  
6243 N. 12TH ST  
PHILADELPHIA, PA 19141

*Rachel E. Randolph*  
AUTHORIZED SIGNATURE

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER AND A VOID PANTOGRAPH.

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