

**MONTOURSVILLE AREA SCHOOL DISTRICT  
SCHOOL BOARD WORK SESSION  
TUESDAY, MARCH 28, 2023  
7:00 P.M.  
MONTOURSVILLE AREA SCHOOL DISTRICT**

**AGENDA**

- I.** Call to Order
- II.** Presentation
- III.** Public Comments. Residents and Tax Payers may comment on matters of concern, official action or deliberating before the board. Each member of the Public will be provided one unpaused three-minute time frame.
- IV.** Action Items
- V.** Information Items

**Montoursville Area School District  
School Board Agenda Work Session  
March 28, 2023  
7:00 PM  
Montoursville Area High School**

**Personnel:**

P-1 Approval of Release and Settlement Agreement for employee 100384. (Attachment)

P-2 Approval of the following Long-Term Professional position:

<b><u>Employee</u></b>	<b><u>Position</u></b>	<b><u>Dates</u></b>	<b><u>Replacement for:</u></b>
Megan Smith	Elementary	February 10, 2023 to the end of the 2022-2023 school year	100384

P-3 Approval of the following addition to the Teacher Substitute List for the 2022-2023 school year:

<b><u>Employee</u></b>	<b><u>Certification</u></b>
Steven Tressler	Science
Carolina Lopez	Elementary
Adeline Pereira	Elementary

P-4 Approval of the following resignations from Support Staff:

<b><u>Employee</u></b>	<b><u>Position</u></b>	<b><u>Effective</u></b>
Rebecca Chow	Paraprofessional	March 31, 2023
Robin McKenna	Paraprofessional	March 31, 2023

P-5 Approval of the following additions/changes to the Coaching staff for the 2022-2023 school year:

<b><u>Coach</u></b>	<b><u>Sport</u></b>	<b><u>Position</u></b>	<b><u>Stipend</u></b>	<b><u>Replacement for:</u></b>
Eric Easton	Boys Soccer	Volunteer Coach	NA	NA
Courtney Bauder	Girls Softball	Assistant Coach	\$1500	Dan Fredericks

## ATTACHMENTS

## RELEASE AND SETTLEMENT AGREEMENT

Agreement is entered into on the date set forth below by and between the Montoursville Area School District (hereinafter referred to as the "**School District**") and Crystal Miller (hereinafter referred to as "**Miller**").

### Recitals

WHEREAS, **Miller** is employed by the **School District**; and

WHEREAS, certain disputes have arisen between the **School District** and **Miller**, and

WHEREAS, having engaged in discussions, the parties hereto have a better appreciation of the position of the other and believe that it is in their mutual interests to settle and resolve their differences in accordance with the terms and conditions of this **Agreement**;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, it is agreed by and between **Miller** and the **School District** that this matter shall be settled and compromised on the following terms and conditions:

**§1. Definitions and Construction.** The following terms when capitalized herein and printed in bold font 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 **Miller**

**§1.2 "Date of This Agreement"** shall mean the last date that this **Agreement** is signed by any party to this **Agreement**.

**§1.3 "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 **Miller** or anyone claiming by, through or under **Miller**, in any way might have, or could have, against any of the **Released Parties**, including:

**§1.3.1** 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 **Miller** and/or her 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;

§1.3.2 all claims for or because of any and all acts or omissions directly or indirectly related to Miller, including the directives, the investigation, the investigative meeting/hearing(s), and the investigative meeting/hearing notice(s);

§1.3.3 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;

§1.3.4 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;

§1.3.5 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;

§1.3.6 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;

§1.3.7 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;

§1.3.8 all claims under any applicable policy, collective bargaining agreement, and/or administrative compensation plan;

§1.3.9 all claims being made in any existing grievances, if any, or that could be made in any existing or potential grievances; and

§1.3.10 all claims for attorneys' fees and costs and expenses of any nature or type.

§1.4 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**.

§1.5 "**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 (6) 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**".

§1.6 "**Released Party**" shall mean any of the **Released Parties** as defined herein.

§1.7 *Construction Generally.* This **Agreement** shall be interpreted in accordance with the following terms and conditions.

§1.7.1 Except as expressly provided otherwise in this **Agreement**, (a) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereto" and "hereunder" refer to this **Agreement** as a whole.

§1.7.2 Unless the context clearly otherwise requires, references herein: (x) to sections, mean the sections and subsections of this **Agreement**; and (y) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

§1.7.3 Whenever the singular is used in this **Agreement**, the same shall include the plural, and whenever the plural is used herein, the same shall include the singular, where appropriate.

§1.7.4 The headings used in this **Agreement** are for reference and convenience only, do not in any way define, limit, describe, or amplify the provisions of this **Agreement** or the scope or intent of this **Agreement**, are not a part of this **Agreement**, and will not enter into the

interpretation of this **Agreement**.

§1.7.5 All references to "days" in this **Agreement** mean calendar days unless otherwise stated. The term "business day" or "working day" means Monday through Friday, excluding holidays observed by the **School District**.

## **§2. Consideration.**

§2.1 As consideration for entering into this **Agreement**, the **School District** shall not terminate or otherwise discipline **Miller** and shall forego initiating or pursuing disciplinary proceedings regarding the allegations contained in the letter to **Miller** dated February 28, 2023.

§2.2 As further consideration for entering into this **Agreement**, the **School District** shall not file a complaint with the Pennsylvania Department of Education or the Professional Standards and Practices Commission.

§2.3 As consideration for entering into this **Agreement**, and in conjunction with applicable documentation provided by **Miller**, **Miller** shall continue her employment on approved leave through to the end of the 2022-2023 school year. From the effective date of this **Agreement** through the last day of the 2022-2023 school year, **Miller** shall remain in paid status utilizing her accumulated sick leave and personal leave in accordance with the applicable collective bargaining agreement. Should **Miller** exhaust her allotted sick leave and personal leave prior to the last day of the 2022-2023 school year, she shall be placed on paid administrative leave from that time until the last day of the 2022-2023 school year. As a result, the **School District** will continue to pay **Miller** her usual wages through to the last day of the 2022-2023 school year subject to all normal deductions and withholdings. In addition, at her retirement, **Miller** shall be eligible to receive the retirement severance benefit in accordance with the applicable collective bargaining agreement.

§2.4 For purposes of clarity, it is the parties' intention that the aforementioned paid leave of absence shall be credited as service time by PSERS. The parties acknowledge, however, that PSERS is not a party to this **Agreement** and no representations or guarantees have been made whether PSERS will accept the leave of absence as service credit. **Miller** expressly acknowledges that she has been advised of these matters and understands them. Therefore, PSERS will be deducted and reported, but the **School District** is not making any representations or commitments of any kind that PSERS will recognize the payment for any purposes. **Miller** assumes the risk of whether the payment will be accepted and/or recognized for any purpose by PSERS.

§2.5 The **School District** shall continue to provide **Miller** with her health and dental insurance benefits as an employee of the **School District** for the remainder of the 2022-2023 school year and throughout the Summer of 2023 (until August 31, 2023). Effective September 1, 2023, the **School District** shall allow **Miller** to continue health care coverage upon her request, at her sole cost and expense, in accordance with and subject to the terms, conditions, limitations and

exclusions contained in COBRA.

**§2.6 School District's Acceptance of Miller's Retirement.** **Miller** has submitted her notice of retirement to the **School District** effective at the conclusion of the 2022-2023 school year. The **School District** has accepted the retirement submitted by **Miller**.

**§2.7 Miller** agrees that once she receives the above referenced consideration, she shall not be entitled to, or owed, any other amounts or anything else of any kind or of any nature by the **School District**. **Miller** hereby waives any claim to further compensation.

**§2.8** In the event that the Superintendent or Assistant Superintendent are contacted for an employment reference by a prospective employer, 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 **Miller** voluntarily retired 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. Future Employment with School District Prohibited.** **Miller** shall not hereafter apply or be eligible for employment with the **School District**. In the event that **Miller** 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, **Miller** 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.

**§4. Effective Date of this Agreement.** This **Agreement** shall become fully effective and enforceable only when each of the following conditions have been fulfilled:

**§4.1** The **Agreement** has been executed by all parties; and

**§4.2** The **Agreement** has not been revoked or rescinded within the revocation period.

**§4.3** **Miller** returns any and all **School District** owned physical property **Including:** all keys, identification badges, credit cards, books, electronic storage devices, computers and cellular phones.

**§5. Release.**

**§5.1 Unconditional and Irrevocable General Release.** In exchange for the covenants and conditions contained, **Miller** unconditionally and irrevocably remises, releases and forever discharges and by this **Agreement** does, for herself and her dependents, heirs, executors, administrators, successors and assigns, unconditionally and irrevocably remises, releases, and

forever discharges the **Released Parties**, jointly and severally, from all **Released Claims**.

**§5.2 Miller's Acknowledgment of Broad Scope of Release.** **Miller** acknowledges that the claims, demands, damages, actions, causes of actions, and suits at law or in equity that she 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.

**§5.3 Application to Unknown Claims.** **Miller** 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**. **Miller** 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**.

**§6. Confidentiality.** It is further understood and agreed and made a part hereof that neither **Miller** nor her attorneys, representatives and/or agents will in any way seek to publicize or cause to be publicized in any news or communications media, including but not limited to newspapers, magazines, journals, radio, or television, the terms or conditions of this **Agreement**. In the event of any disclosure by **Miller** or her attorneys, representatives or agents of any of the terms or conditions hereof, any of the **Released Parties** may file suit in any court of competent jurisdiction to enjoin such actions. Notwithstanding the foregoing, the parties hereto acknowledge that this **Agreement** may be a public document and that the **School District** may be required to disclose the contents of the same upon request.

**§7. Non-Disparagement.** **Miller** shall not disparage or defame the **School District** or any of its employees, officials or attorneys.

**§8. Cooperation.** **Miller** 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 her employment with the **School District** and/or with respect to any matter about which she has knowledge or for which she may be a witness.

**§9. Actions by Others.** **Miller** agrees and covenants that neither she nor any person, organization or other entity on her 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 **Miller** in breach of this **Agreement** provided that **Miller** takes reasonable steps with all due speed to remove herself from the class.

**§10. Grievances, Arbitration and Other Proceeding Barred.** Neither **Miller**, nor any person, organization or other entity on her behalf, shall file any grievance, arbitration request, unfair labor practice or any other proceedings of any nature or kind respecting any of the matters encompassed within this **Agreement**.

**§11. Claims and Interests of Others.** **Miller** 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 **Miller** has the sole right and exclusive authority to execute this **Agreement** and that she has not sold, assigned, transferred, conveyed, or otherwise disposed of any claims, demands, obligations, or causes of action referred to herein.

**§12. Property and Materials.**

**§12.1** On or prior to March 15, 2023, **Miller** shall provide to the Superintendent any and all **School District Materials** in her 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 **Miller** created or obtained in connection with her 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**.

**§13. Finality.** This **Agreement** shall be final and binding between the parties hereto, and shall fully and completely resolve any disputes between **Miller** and the **School District**. This **Agreement** may be pleaded as a full bar to any claim which **Miller** 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**.

**§14. 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.

**§15. 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.

**§16. Consultation with Counsel.** **Miller** acknowledges that she was advised to consult with and was given an opportunity to be represented by legal counsel skilled in this area of the law. **Miller** further acknowledges that no promise or inducement other than those expressed in this **Agreement** have been made to her, and in executing this **Agreement**, she 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.

**§17. Further Acknowledgments.** As evidenced by Exhibit "A" attached hereto, **Miller** has been advised of and hereby acknowledges and represents that she is aware:

**§17.1** 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;

**§17.2** 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;

**§17.3** 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;

**§17.4** that some of these laws are enforced through the courts or in other ways;

**§17.5** that **Miller** 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;

**§17.6** that this **Agreement** relates to and effectuates a release and/or waiver of all rights, including:

**§17.6.1** rights under the Public School Code, as amended;

**§17.6.2** rights established in the Age Discrimination in Employment Act;

**§17.6.3** rights under the Equal Pay Act;

**§17.6.4** rights created by the Older Workers' Benefit Protection Act;

**§17.6.5** rights under the Pennsylvania Human Relations Act;

**§17.6.6** rights under **School District** policy;

**§17.6.7** rights created by contract, express or implied, or by collective bargaining agreement;

**§17.6.8** rights created by the Rehabilitation Act of 1974;

**§17.6.9** rights created by Title IX of the Education Amendments of 1972;

**§17.6.10** rights under Titles IV, VI and VII of the Civil Rights Act of 1964;

**§17.6.11** rights under Sections 1981, 1983, 1985 and 1988;

§17.6.12 rights under COBRA;  
§17.6.13 rights under the Family and Medical Leave Act;  
§17.6.14 rights under the Americans with Disabilities Act;  
§17.6.15 rights under the Fair Labor Standards Act;  
§17.6.16 rights under OSHA;  
§17.6.17 rights under ERISA;  
§17.6.18 rights under the Whistleblower Act;  
§17.6.19 rights under the Public Employee Relations Act;  
§17.6.20 rights under the Child Protective Services Act;  
§17.6.21 rights under the Sunshine Act;  
§17.6.22 rights under HIPAA;  
§17.6.23 rights under the United States Constitution;  
§17.6.24 rights under the Pennsylvania Constitution;  
§17.6.25 rights under common law, whether contract, tort or equitable;  
§17.6.26 rights under any applicable collective bargaining agreement, compensation plan or compensation or employment policy;  
§17.6.27 rights under all state statutes and regulations;  
§17.6.28 rights under all local ordinances or resolutions; and  
§17.6.29 other rights that **Miller** may have against the **Released Parties** which may have been violated prior to the date of execution hereof;

§17.7 that **Miller** does not waive or release rights or claims that may arise from acts or omissions that occur after the date this **Agreement** is executed;

§17.8 that **Miller** has received consideration for executing this **Agreement**, waiving all rights she 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**;

§17.9 that **Miller** 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

§17.10 **Miller** has been advised to consult with her attorney prior to agreeing to and executing this **Agreement**.

**§18. Time to Consider Agreement and Right of Rescission/Revocation.** **Miller** 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 **Miller**, she may revoke and rescind this **Agreement**. This **Agreement** shall not become enforceable or effective until the revocation period has expired. If **Miller** 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 **Miller and** received at the office of the **School District Superintendent** within the revocation period.

**§19. Voluntary and Knowing Execution of Agreement.** Miller acknowledges that she executed this **Agreement** and agreed to all of its terms freely, voluntarily, knowingly and considering her options. Miller further acknowledges and represents that she is under no disability or impairment that would prevent or impair (a) her ability to understand this **Agreement** or its effects; or (b) her ability to enter into this **Agreement** knowingly and voluntarily.

**§20. Covenant Not to Sue.** Miller 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 Miller does, she 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**.

**§21. 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. Miller acknowledges and agrees that in consideration of the fact that she has carefully read, reviewed and considered the terms of this **Agreement** and that Miller has had a full opportunity to obtain legal advice from counsel of her 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**.

**§22. Integration Clause.** The **School District** and Miller 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.

**§23. 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**.

**§24. Counterparts.** If two or more counterparts of this **Agreement** are executed all such counterparts shall collectively constitute the same instrument.

**§25. 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.

**§26. Severability.** All agreements and covenants herein contained are severable. If 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 to render same enforceable.

**§27. Estoppel Statement.** Miller hereby represents, warrants and acknowledges to the **School District** and the other **Released Parties** that:

**§27.1** Miller warrants and represents that she 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 her employment or the cessation thereof which occurred on or before the **Date of This Agreement**.

**§27.2** All the facts, warranties, representations and acknowledgements set forth in this **Agreement** are true and correct;

**§27.3** The retirement by **Miller** was freely and voluntarily given, was not the result of any coercion, hostile environment or constructive discharge;

**§27.4** The **School District** and other **Released Parties** are justified in relying on the representations, warranties and acknowledgements made herein by **Miller** that the facts, warranties, and acknowledgements set forth in this **Agreement** are true and correct;

**§27.5** **Miller** 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

**§27.6** **Miller** agrees that the **School District** and others may justifiably rely on the statements contained herein.

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

**MONTOURSVILLE AREA SCHOOL DISTRICT**

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary

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

**CRYSTAL MILLER**

*Crystal Miller*  
Crystal Miller

*Carol M. Miller*  
Witness

Date: 3/8/23

## Exhibit "A"

### NOTICE OF IMPORTANT RIGHTS

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

1. the Public School Code, as amended;
2. the Age Discrimination in Employment Act;
3. the Equal Pay Act;
4. the Older Workers' Benefit Protection Act;
5. the Pennsylvania Human Relations Act;
6. rights under **School District** policy;
7. rights created by contract, express or implied, or by collective bargaining agreement;
8. rights created by the Rehabilitation Act of 1974;
9. rights created by Title IX of the Education Amendments of 1972;
10. rights under Titles IV, VI and VII of the Civil Rights Act of 1964;
11. rights under Sections 1981, 1983, 1985 and 1988;
12. rights under COBRA;
13. rights under the Family and Medical Leave Act;
14. rights under the Americans with Disabilities Act;
15. rights under the Fair Labor Standards Act;
16. rights under OSHA;
17. rights under ERISA;
18. rights under the Whistleblower Act;
19. rights under the Public Employee Relations Act;
20. rights under the Child Protective Services Act;
21. rights under the Sunshine Act;
22. rights under HIPAA;
23. rights under the United States Constitution;
24. rights under the Pennsylvania Constitution;
25. rights under common law, whether contract, tort or equitable;
26. rights under any applicable collective bargaining agreement, compensation
27. plan or compensation or employment policy;
28. rights under all state statutes and regulations; and
29. rights under all local ordinances or resolutions.

**Because you will lose important rights you may have, you should not sign or execute the Agreement:**

1. if you do not want to lose your claims to those rights, or
2. 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, Crystal Miller, 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 **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 must pay all your costs, including attorney's fees, incurred in defending yourself from such a suit in violation of this **Agreement**.

Dated: 3/8/23

Signature: Crystal Miller

Crystal Miller

## VERIFICATION

I, Crystal Miller, 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: 3-8-23

Employee's Signature: \_\_\_\_\_

Crystal Miller  
Crystal Miller

David W Miller

Witness