

## SETTLEMENT AGREEMENT AND RELEASE

On this 10th day of MARCH 2024, **ANDREW BURGESS**,  
**(hereinafter "Plaintiff")** and **CENTRAL BUCKS SCHOOL DISTRICT**  
**(hereinafter "Defendant")** and collectively **(the "Parties,"**) enter into this  
Agreement in full and final settlement of all disputes, including any and all claims  
arising under any provision of federal or state law, that have or could have arisen,  
between them through and including the date of execution of this Agreement, and  
hereby agree as follows:

WHEREAS, Plaintiff filed a Civil Action against the Defendant Central  
Bucks School District in the United States District Court for the Eastern District of  
Pennsylvania and docketed at *Andrew Burgess v. Central Bucks School District*,  
2:23-cv-01369 (hereinafter the "Action");

WHEREAS, Defendant denies, disputes and has defended the claims asserted  
in this Action;

WHEREAS, the Parties hereto intend to fully and finally settle in accordance  
with the terms of this Agreement any and all remaining disputes, claims, demands,  
appeals and causes of action as asserted in the Action;

NOW, THEREFORE, in consideration of the mutual covenants and  
conditions hereinafter contained, and intending to be legally bound hereby, the  
Parties agree as follows:

1. This Agreement is not and shall not in any way be construed as an admission by Defendant, or any former or present directors, officers, board members, administrators, agents, employees, insurers, representatives, successors or assigns of any liability or wrongdoing whatsoever, but rather constitutes the good faith settlement of highly disputed claims. Defendant specifically disclaims any liability or wrongdoing whatsoever on its part, and/or on the part of former or present directors, officers, board members, administrators, agents, employees, insurers, or representatives, and each of them. Rather, Defendant has entered into this Agreement for the sole and purely practical purposes of resolving all disputes and actions related to the Action, and of avoiding the burden, disruption, expense, uncertainties and inconvenience of a lengthy jury trial and to buy peace.

2. In consideration of Plaintiff's agreement to release the Defendant and forego further litigation and trial over any and all claims against the Defendant whether or not recited above and arising prior to the execution of this Agreement, Defendant shall cause to be paid the negotiated sum of Four Hundred Twenty-Five Thousand (\$425,000.00) Dollars, which settlement sum includes attorneys' fees and costs of suit and litigation as follows: One Hundred Thousand (\$100,000.00) to be paid to the Plaintiff for emotional distress, pain and suffering; and Three Hundred Twenty-Five Thousand (\$325,000.00) to be paid to his attorneys.

3. Plaintiff further acknowledges and agrees that by accepting the Payment and consideration provided for in Paragraph 2 above and Paragraphs 5-11 below, he is waiving any and all of his rights to any claim for any type of damages and other legal and/or equitable relief as against the Defendant, or any former or present directors, officers, board members, administrators, agents, employees, insurers, or representatives, successors, or assigns and each of them, that they may have under any theory of law, for damages of any kind, for appeals of any adjudications, for declaratory or injunctive relief of any nature or kind, for attorneys' fees and costs, for witness fees, and/or any other costs and expenses of litigation or trial, which have arisen or may arise in the future and are connected or related in any way whatsoever to the Action, or to the facts and circumstances underlying the Action, including any claims that could have been brought arising out of the incident(s) which are more fully described in Plaintiff's Complaint filed to the docket number cited above, from the beginning of time through the date of execution of this Agreement.

4. Plaintiff further acknowledges and agrees that by accepting the Payment and consideration provided for in Paragraph 2 above and Paragraphs 5-11 below that he releases and forever discharges Defendant, and/or any former or present directors, officers, board members, administrators, agents, employees, insurers, or representatives, successors or assigns or each of them, from any claim

or demand of any kind, administrative or judicial, including all claims that were asserted or which could have been asserted in the Action, from the beginning of time through the date of execution of this Agreement, including but not limited to claims or demands for damages, attorney's fees and costs, expert witness fees, costs and evaluations, trial costs and any other legal and/ or equitable relief.

5. The Parties further agree that the Defendant shall include in Plaintiff's employment records, i.e., his personnel file, the letter from the Board President referenced *infra* and not republish in the future any and all references to allegations that Plaintiff engaged in misconduct or inappropriate behavior, as alleged in the District's May 6, 2022, April 21, 2023 suspension notice letters, and the April 20, 2023 Internal Investigation Report as Requested by the Central Bucks School District and accompanying Power Point presentation prepared and presented by Duane Morris, LLP ("Duane Morris report");

6. The Defendant agrees to remove the Duane Morris report, including its exhibits, the power point presentation, that portion of the video of the April 20, 2023 school board meeting containing the Duane Morris presentation, and the September 15, 2023 letter from Dana Hunter to The Honorable Sandra D. Bruce, Inspector General, U.S. Department of Education, from anywhere that the District may have made them available, online or in person, including but not limited to any District operated or maintained websites. Additionally, the Defendant will not further

publish or disseminate any copies of the Duane Morris report, presentation, or video unless required to do so by law, and if it is so required, Defendant will include with any such copy of the report, presentation or video a copy of the letter referenced in Paragraph 8, *infra*.

7. The Defendant agrees not to impose any further discipline on Plaintiff and will permanently cease any investigations of Plaintiff relating to any facts or allegations of misconduct or wrongdoing referenced in the May 6, 2022, April 21, 2023 suspension letters or the April 20, 2023 Duane Morris report.

8. The Defendant will notify the community and its employees that Plaintiff is being welcomed back to the District using only the language agreed to by the parties on March 4, 2024. After the Board has approved this settlement, the Board President will read the following statement aloud during the public portion of the meeting:

*“We are happy to have this dispute behind us and welcome Andrew back to the classroom in the Central Bucks School District. We are all feeling, that while the resolution of your lawsuit may legally end the conflict, it does not take away the pain you had to endure as a result of the questionable findings about you in the report and public presentation by the Duane Morris law firm. We have removed the video of that presentation and any evidence of that report from our District website.*

*Please know that you are a respected and valued member of our staff and we look forward to seeing you in class.”*

9. The Defendant will mark Plaintiff’s performance reviews for the 2021-2022 and 2022-2023 school years as “satisfactory” in all domains.

10. The Defendant will reinstate Plaintiff to full employment status with the rights and privileges enjoyed by similar employees on sabbatical as well as after Plaintiff returns to work in August of 2024 as a full time staff member at Unami Middle School. Defendant shall also allow Plaintiff three (3) leave days in addition to those he is entitled to under District rules and the collective bargaining agreement for the 2024-24 school year.

11. Plaintiff, or his attorneys, shall cause this litigation to be dismissed from the pending docket no later than March 13, 2024.

12. Plaintiff agrees that he is individually responsible for payment of income tax, if any, as the result of receiving the settlement proceeds set forth in Paragraph 2 above from Defendant and further agrees to indemnify and to hold Defendant and/or its insurers, reinsurers, agents, attorneys and representatives harmless from any and all tax consequences, and/or any other type of liability arising out of the payment of this settlement.

13. This Agreement will be admissible in any and all future judicial or administrative proceedings between the Parties arising hereafter to prove its terms

only.

14. Nothing in this Agreement shall be construed to limit the rights of the Parties to raise claims concerning the non-implementation of the terms of this Agreement. This Agreement constitutes the entire understanding between the Parties concerning the subjects to which it refers and it supersedes any prior understandings or agreements, written or oral, between the Parties. This Agreement shall be modified only in writing executed by the Parties or their lawful representatives.

15. If any term, condition, clause or provision of this Agreement shall be determined or declared to be void or invalid in law or otherwise, then only that term, condition, clause or provision shall be stricken from this Agreement, and in all other respects, this Agreement shall be valid and continue in full force, effect and operation.

16. In the event any dispute arises between the Parties with regard to the interpretation of any term of this Agreement, the Parties agree that the drafting of this Agreement shall not be deemed the act of any one Party or its agent, and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be applicable.

17. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

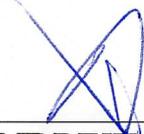
18. Plaintiff warrants and agrees that he possesses sufficient education and experience and is competent to understand the content and effect of this Agreement; that he understands that by entering into this Agreement, he is giving up all legal rights to pursue claims against the Defendant, its employees, former employees, directors, former directors, agents, and insurers, for any matter related to and/or arising out of the incident(s) set forth in the Amended Complaint, that he is releasing the Defendant from any claim or liability arising out of such incident(s); that he is entering into this Agreement of his own free will in exchange for the consideration that has been agreed to be given to him in paragraphs 2 and 5-10 above, which he agrees is adequate and satisfactory; that no one has made any representations to him concerning the terms or effects of this Agreement other than those contained in this Agreement; that he has had an opportunity to review the terms of this Agreement with his attorney(s) and that his attorney(s) has/ve adequately explained it to him to his full satisfaction.

19. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

HAVING READ THE ENTIRE AGREEMENT CONSISTING OF  
NINETEEN (19) PARAGRAPHS, THE PARTIES AGREE AND ATTEST:

3/10/24  
Date

PLAINTIFF:

  
\_\_\_\_\_  
ANDREW BURGESS

\_\_\_\_\_  
FOR DEFENDANT:  
CENTRAL BUCKS SCHOOL  
DISTRICT

\_\_\_\_\_  
Date

\_\_\_\_\_  
KAREN SMITH  
Board President