

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

CYNTHIA ZURCHIN, Ed.D.,	)	Civil Action No. 2:17-cv-00836-NBF
	)	Judge Nora Barry Fischer
Plaintiff	)	
	)	
vs.	)	ELECTRONICALLY FILED
	)	
AMBRIDGE AREA SCHOOL DISTRICT,	)	
ROBERT KEBER, ROGER KOWAL,	)	
KIMBERLY LOCHER, MEGAN MEALIE	)	
and BRIAN PADGETT,	)	
	)	<u>JURY TRIAL DEMANDED</u>
Defendants	)	

**ANSWER TO COMPLAINT**

AND NOW comes Defendant, Ambridge Area School District, by and through its attorneys, Knox McLaughlin Gornall & Sennett, P.C., and files the following Answer to Complaint.

1. Admitted in part and denied in part. It is admitted that Plaintiff brings claims for the alleged deprivation of civil rights, retaliation, and other claims arising out of her employment relationship with Ambridge Area School District ("District") and that the statutes mentioned are cited correctly. It is denied that Plaintiff's Complaint states a valid cause of action under any of the cited statutes or under Pennsylvania common law. The remaining averments of Paragraph 1 are denied.

2. Admitted.

3. Admitted in part and denied in part. It is admitted that Plaintiff was appointed to serve in the role of Superintendent of the District by vote of the Board of Education of Ambridge Area School District ("Board") during its March 2013 regular monthly Board meeting. It is denied that Plaintiff was hired to begin serving in that

capacity in March 2013. Plaintiff was appointed to a four-year term beginning July 1, 2013. The remaining averments of Paragraph 3 are denied.

4. Admitted.

5. Admitted in part and denied in part. It is admitted only that Defendant Robert Keber (“Keber”) became a Board member in December 2013 and that his service on the Board continued through the date of Plaintiff’s Complaint. The remaining averments of Paragraph 5 are denied.

6. Admitted in part and denied in part. It is admitted only that Defendant Roger Kowal (“Kowal”) became a Board member prior to Plaintiff’s hiring by the District and that his service on the Board continued through the date of Plaintiff’s Complaint. The remaining averments of Paragraph 6 are denied.

7. Admitted in part and denied in part. It is admitted only that Defendant Kimberly Locher (“Locher”) became a Board member in December 2013 and that her service on the Board continued through the date of Plaintiff’s Complaint. The remaining averments of Paragraph 7 are denied.

8. Admitted in part and denied in part. It is admitted only that Defendant Megan Mealie (“Mealie”) is the District’s former Assistant to the Superintendent, a board-appointed position. The remaining averments of Paragraph 8 are denied.

9. Admitted in part and denied in part. It is admitted only that Defendant Brian Padgett (“Padgett”) is a former Board member who served on the Board at the time of Plaintiff’s hire and that his Board service ended in or around November 2013. The remaining averments of Paragraph 9 are denied.

10. Admitted in part and denied in part. It is admitted that the District provides public education to children within the Ambridge Area School District and maintains a

staff of employees including teachers, administrators, and other professional and non-professional employees. It is further admitted that the District operates at the direction of the Board. It is denied that the Board is responsible for direct supervision of matters pertaining to instruction in the schools, including supervision of employees. By way of further response, the superintendent, under the direction of and subject to the approval of the Board, is vested with supervisory responsibilities over District employees. The remaining averments of Paragraph 10 are denied.

11. Denied.

12. Denied.

13. Admitted.

14. Admitted.

15. Admitted.

16. Admitted.

17. Admitted in part and denied in part. It is admitted that the District is an entity subject to the provisions of 42 U.S.C. §1983 and 42 U.S.C. §1985(3). It is denied that defendants were acting under color of state law at all times relevant to Plaintiff's Complaint. The remaining averments of Paragraph 17 are denied.

18. Admitted in part and denied in part. It is admitted that venue is proper in the Western District of Pennsylvania and that Defendants conducted business in this judicial district. It is denied that Defendants engaged in acts and/or omissions giving rise to Plaintiff's claims or that Plaintiff has stated a claim upon which relief can be granted. The remaining averments of Paragraph 18 are denied.

19. Admitted in part and denied in part. It is admitted that Plaintiff filed a charge with the Equal Employment Opportunity Commission ("EEOC"), which was

cross-filed with the Pennsylvania Human Relations Commission (“PHRC”). It is denied that the charge was filed timely or that Plaintiff satisfied all notice and procedural requirements under Title VII and the PHRA. The remaining averments of Paragraph 19 are denied.

20. Admitted.

21. Admitted in part and denied in part. It is admitted that the EEOC handled Plaintiff’s complaint. The District is without knowledge or information sufficient to form a belief as to how the EEOC and PHRC determined which agency would have investigative control. Therefore, the remaining averments of Paragraph 21 are denied.

22. Admitted.

23. Admitted in part and denied in part. It is admitted only that Plaintiff filed her Complaint within ninety (90) days of receipt of the EEOC’s right-to-sue notice. It is denied that the underlying charges were filed timely. The remaining averments of Paragraph 23 are denied.

24. Admitted.

25. Denied.

26. Admitted in part and denied in part. It is admitted only that Plaintiff’s Complaint references more than one alleged incident. It is denied that Defendants engaged in a course or pattern of conduct with a purpose or intent to chill Plaintiff’s exercise of protected rights. The remaining averments of Paragraph 26 are denied.

27. Denied.

28. Denied.

29. Admitted in part and denied in part. It is admitted that Plaintiff was appointed to serve in the role of Superintendent of the District by Board vote during the

March 20, 2013 regular monthly Board meeting. It is denied that Plaintiff was hired to begin serving in that capacity in March 2013. Plaintiff was appointed to the position of Superintendent for a four-year term beginning July 1, 2013. The remaining averments of Paragraph 29 are denied. By way of further response, Plaintiff was engaged to serve as Acting Superintendent during her predecessor's absence for extended periods in May and June 2013.

30. Admitted in part and denied in part. It is admitted that Plaintiff was appointed to the position of Superintendent for a four-year term beginning July 1, 2013, as stated in her contract. The remaining averments of Paragraph 30 are denied. By way of further response, Plaintiff was appointed to serve as Acting Superintendent during her predecessor's absence for extended periods in May and June 2013.

31. Denied as stated. Several candidates were considered for the position of superintendent, including Plaintiff and then-principal of Ambridge Area High School, Alan Fritz. Ultimately, Plaintiff was selected as the successful candidate and the Board voted to approve her hire by a 6-3 vote.

32. Denied as stated. Plaintiff's hiring was approved during a March 20, 2013 Board meeting. During the meeting, Defendant Kowal made a motion to table Plaintiff's appointment citing concerns over the salary negotiated in the proposed contract with Plaintiff. Kowal's motion failed by a 3-6 vote of the Board.

33. Denied as stated. Several candidates were considered for the position of superintendent, including Plaintiff and then-principal of Ambridge Area High School, Alan Fritz. Fritz had experience as an administrator and had the credentials required under Pennsylvania law to serve as Superintendent.

34. Admitted.

35. Admitted in part and denied in part. It is admitted only that Plaintiff was hired to serve in the role of Superintendent. It is denied that Defendants Kowal and Padgett or any other Board members led a “sex-based charge” against her at any time. The remaining averments of Paragraph 35 are denied.

36. Denied.

37. Denied.

38. Denied.

39. Denied.

40. Denied.

41. Denied.

42. Denied as stated. Plaintiff attended a Board meeting and executive session on June 12, 2013 as Acting Superintendent. Plaintiff and Padgett argued during executive session. It is specifically denied that Plaintiff was threatened with physical violence during that interaction.

43. Admitted in part and denied in part. It is admitted only that Padgett leaned toward Plaintiff. By way of further response, it is believed, and therefore averred, that Plaintiff was standing on the opposite side of a table and that Padgett was leaning toward her over the table. It is denied that Padgett was within inches of Plaintiff’s face. The District is without knowledge or information sufficient to form a belief as to the exact words used by Padgett. The remaining averments of Paragraph 43 are denied.

44. The District is without knowledge or information sufficient to form a belief as to the exact words used by Padgett. Therefore, the averments of Paragraph 44 are denied.

45. Admitted in part and denied in part. It is admitted that Plaintiff indicated to Padgett that he should not speak to her in that manner. The District is without knowledge or information sufficient to form a belief as to the exact words used by Plaintiff. However, it is denied that Plaintiff stated that she feared for her personal safety due to Padgett's proximity, size, and language during the June 12, 2013 meeting. The remaining averments of Paragraph 45 are denied.

46. Admitted in part and denied in part. It is admitted that other Board members intervened in the argument between Plaintiff and Padgett. To the extent Plaintiff's Complaint implies that Padgett had to be physically subdued or separated from her during the argument, those averments are denied.

47. Denied.

48. Admitted in part and denied in part. It is admitted that other Board members were present for and witnessed the argument between Padgett and Plaintiff during an executive session on June 12, 2013. The District is without knowledge or information sufficient to form a belief as to what type of report Plaintiff is referring to in her Complaint, and therefore, the remaining averments of Paragraph 48 are denied.

49. It is admitted that a July 10, 2013 memo from then-Board President Mary Jo Kehoe to Padgett described Padgett's conduct as "threatening, intimidating and hostile." By way of further response, this statement was made in the context of a memo reprimanding Padgett for the June 12, 2013 incident.

50. The District is without knowledge or information sufficient to form a belief as to what Robert Appel may have said about Padgett's conduct and when or to whom those statements may have been made. Therefore, the averments of Paragraph 50 are denied.

51. Admitted in part and denied in part. It is admitted that Plaintiff filed a police report against Defendant Padgett which resulted in criminal charges against him for harassment and terroristic threats. The District is without knowledge or information sufficient to form a belief as to when that police report was filed and, therefore, the remaining averments of Paragraph 51 are denied.

52. The District is without knowledge or information sufficient to form a belief as to what rumors may have been circulated during that time and, therefore, the averments of Paragraph 52 are denied. It is specifically denied that Defendant Padgett ever threatened to bring a gun to future Board meetings in order to shoot Plaintiff.

53. Denied as stated. Beginning with the June 19, 2013 Board meeting, Plaintiff requested police presence for regular Board meetings. While the majority of the Board was supportive of Plaintiff's decision, it is specifically denied that police presence was necessary or that there was any threat to Plaintiff's safety during that time period.

54. Admitted in part and denied in part. It is admitted that Padgett's term on the Board expired in November 2013 and that the criminal charges against him were still pending as of that time. It is further admitted that Kowal remained on the Board following November 2013. The remaining averments of Paragraph 54 are denied. By way of further response, Belich passed away on or about November 4, 2013 and had ceased coming to Board meetings for some time prior to his death.

55. Admitted in part and denied in part. It is admitted only that Plaintiff never withdrew the criminal charges against Padgett. The remaining averments of Paragraph 55 are denied.

56. Admitted in part and denied in part. It is admitted only that Padgett pled guilty to a charge of harassment in or around July 2014, more than one year after the June 12, 2013 Board meeting. The remaining averments of Paragraph 56 are denied.

57. Denied.

58. Denied.

59. Denied.

60. Denied.

61. Denied.

62. Admitted in part and denied in part. It is admitted only that an Ambridge area resident and parent made statements on a private Facebook group page to the effect that he had heard Plaintiff ran a meth lab and worshipped Satan. In the same Facebook thread, the resident indicated that he was joking. It is specifically denied that the District had any involvement in this incident in particular or that the District is responsible for what taxpayers say on social media. The remaining averments of Paragraph 62 are denied.

63. Denied.

64. Denied as stated. As required under Pennsylvania's Public School Code all superintendents and Board members take the same oath, which states: "I do solemnly swear (or affirm) that I will support, obey and defend the Constitution of the United States and the Constitution of this Commonwealth, and that I will discharge the duties of my office with fidelity."

65. The District is without knowledge or information sufficient to form a belief as to Plaintiff's subjective response to the oath or her legal obligations as

Superintendent. Therefore, the averments of Paragraph 65 are denied. It is specifically denied that Plaintiff discharged the duties of her office with fidelity.

66. Denied. The District is without knowledge or information sufficient to form a belief as to what Plaintiff learned during her tenure or her willingness to react to reports she received. It is specifically denied that the examples cited in Plaintiff's Complaint illustrate unfair and/or discriminatory treatment within the District or that Plaintiff was a voice against mistreatment during her tenure at the District.

67. Denied as stated. It is specifically denied that the incident cited in Plaintiff's Complaint involved mistreatment of a student, J.H. By way of further response, during that incident, School Resource Officer, Nate Smith, responded to a disturbance involving a student, J.H., which culminated in Officer Smith placing J.H. in a restraint. At the time, Officer Smith did not know J.H. was a special education student. It is specifically denied that the actions of Officer Smith, an African American, toward J.H., also an African American, evidence alleged mistreatment based on the student's race and/or disability in any way.

68. Admitted in part and denied in part. It is admitted that, on or about September 15, 2014, School Resource Officer Nate Smith responded to an incident in the high school involving a student, J.H. It is further admitted that J.H. was a minority student with an individualized education program (IEP). By way of further response, the School Resource Officer had no way of knowing whether the student had an IEP. The District is without knowledge or information sufficient to form a belief as to what Officer Smith may have indicated to Plaintiff. The remaining averments of Paragraph 68 are denied.

69. Admitted in part and denied in part. It is admitted only that Smith restrained the student during the incident in question, that police were called, and that the student was transferred to a juvenile detention facility. The remaining averments of Paragraph 69 are denied.

70. Admitted in part and denied in part. It is admitted only that Smith used a prone restraint that is prohibited in educational settings in Pennsylvania. It is denied that Smith's overall reaction was uncalled for under the circumstances. The remaining averments of Paragraph 70 are denied.

71. Denied. The District is without knowledge or information sufficient to form a belief as to Plaintiff's understanding of Smith's behavior or race relations in the District. It is specifically denied that the interaction between Smith and J.H., who are both African-American, was an example of discord between minority and non-minorities within the District. The remaining averments of Paragraph 71 are denied.

72. Denied. It is specifically denied that the student was the subject of discriminatory treatment.

73. Admitted.

74. Admitted in part and denied in part. It is admitted only that Plaintiff sought Smith's removal from his role as School Resource Officer within the District. The remaining averments of Paragraph 74 are denied.

75. The District is without knowledge or information sufficient to form a belief as to whether Kowal discussed Smith with the local police chief or what he may have said about the Smith or the Plaintiff. Therefore, the averments of Paragraph 75 are denied.

76. Admitted in part and denied in part. It is admitted only that the local police chief did not remove Smith from the District. The District is without knowledge or information sufficient to form a belief as to why the police chief made that determination. It is denied that Smith was a dangerous individual or that his presence in the District exposed the District to increased risks of liability. The remaining averments of Paragraph 76 are denied. By way of further response, following this incident, Smith was sent for training on appropriate techniques to use in the school setting.

77. Admitted in part and denied in part. It is admitted only that the District did not remove Smith from the School Resource Officer position, over the objection of Plaintiff. It is denied that the decision was the result of persuasion from Kowal or that Smith ever exhibited racial animus toward J.H., who was the same race as Smith, or any other student in the District. The remaining averments of Paragraph 77 are denied.

78. Denied as stated. It is specifically denied that Smith's restraint of J.H. and/or the Board's reaction to that situation was in any way correlated to Plaintiff's recommendations regarding the summer school program and/or a proposed graduation ceremony.

79. Denied.

80. Denied.

81. The District is without knowledge or information sufficient to form a belief as to what an unidentified local official may have told Plaintiff or what Plaintiff believed to be her legal obligations during that time. Therefore, the averments of Paragraph 81 are denied.

82. Denied.

83. Denied as stated. It is specifically denied that Plaintiff was responsible for uncovering and/or reporting alleged theft or embezzlement by an individual acting as the Baden tax collector. While Plaintiff became aware of those allegations by virtue of her position as Superintendent, Plaintiff did not play a significant role in the reporting of or investigation into that scenario.

84. Denied as stated. It is specifically denied that Plaintiff was responsible for uncovering and/or reporting alleged theft or embezzlement by an individual acting as the Baden tax collector. While Plaintiff became aware of those allegations by virtue of her position as Superintendent, Plaintiff did not play a significant role in the reporting of or investigation into that scenario.

85. Denied as stated. It is specifically denied that Plaintiff was responsible for uncovering and/or reporting alleged theft or embezzlement by an individual acting as the Baden tax collector. While Plaintiff became aware of those allegations by virtue of her position as Superintendent, Plaintiff did not play a significant role in the reporting of or investigation into that scenario.

86. The District is without knowledge or information sufficient to form a belief as to Defendant Kowal's personal relationship with the auditors and/or tax collector referenced in Plaintiff's Complaint and those averments are, therefore, denied. The remaining averments of Paragraph 86 are denied.

87. Admitted.

88. Denied.

89. Admitted in part and denied in part. It is admitted that a teacher in the District reported to her union representatives that she believed she was being sexually harassed by Defendant Mealie and that that information was subsequently shared with

Plaintiff. The District is without knowledge or information sufficient to form a belief as to the date of the teacher's report to her union representatives. Therefore, the remaining averments of Paragraph 89 are denied.

90. Admitted in part and denied in part. It is admitted that the teacher reported filing a complaint against Defendant Mealie with her local police department. The District is without knowledge or information sufficient to form a belief as to the date or details of the teacher's criminal complaint and, therefore, the remaining averments of Paragraph 90 are denied.

91. Admitted in part and denied in part. It is admitted only that the teacher produced text messages in support of her sexual harassment complaint against Defendant Mealie. The remaining averments of Paragraph are 91 are denied.

92. Admitted in part and denied in part. It is admitted only that Mealie was placed on suspension pending an investigation into the sexual harassment complaint against her. The remaining averments of Paragraph 92 are denied.

93. Admitted.

94. Denied.

95. Denied.

96. The messages referenced in Plaintiff's Complaint are text messages believed to have been authored by Defendant Mealie, which speak for themselves. To the extent Plaintiff's Complaint is inconsistent with or seeks to characterize the text messages, those averments are denied.

a. It is specifically denied that the text messages indicate collusion and conspiracy among Board members to undermine Plaintiff. The referenced text messages are believed to have been authored by Defendant Mealie and sent to a

teacher who is not a party to this matter. With the exception of Defendant Mealie, none of the other Defendants are alleged to have sent or received any of the text messages Plaintiff cites in her Complaint. To the extent Paragraphs 96(a)(i)-(vii) are inconsistent with or seek to characterize the text messages, those averments also are denied.

b. It is specifically denied that the text messages indicate any intent on the part of the District, including any intent to physically harm Plaintiff. The referenced text messages are believed to have been authored by Defendant Mealie and sent to a teacher who is not a party to this matter. With the exception of Defendant Mealie, none of the other Defendants are alleged to have sent or received any of the text messages Plaintiff cites in her Complaint. To the extent Paragraphs 96(b)(i)-(v) are inconsistent with or seek to characterize the text messages, those averments also are denied.

c. It is specifically denied that the text messages indicate any desire on the part of the District, including any desire to effectuate Plaintiff's discharge. The referenced text messages are believed to have been authored by Defendant Mealie and sent to a teacher who is not a party to this matter. With the exception of Defendant Mealie, none of the other Defendants are alleged to have sent or received any of the text messages Plaintiff cites in her Complaint. To the extent Paragraphs 96(c)(i)-(iii) are inconsistent with or seek to characterize the text messages, those averments also are denied.

97. Denied.

98. Denied as stated. It is admitted that Plaintiff did not receive a 2% pay increase on July 1, 2015. It is denied that the Board voted to deny Plaintiff a pay increase at that or any other time.

99. Admitted in part and denied in part. It is admitted only that District administrators, with the exception of Plaintiff and Defendant Mealie, were given a 2% pay increase in July 2015. The remaining averments of Paragraph 99 are denied.

100. Denied.

101. The District is without knowledge or information sufficient to form a belief as to what Defendant Locher may have indicated to Plaintiff and, therefore, the averments of Paragraph 101 are denied.

102. The District is without knowledge or information sufficient to form a belief as to what then-Board President Mary Catherine Knafelc may have informed Defendant Locher and, therefore, the averments of Paragraph 102 are denied.

103. Denied as stated. District policy and Plaintiff's employment agreement are documents, the terms of which speak for themselves. To the extent the averments of Plaintiff's Complaint are inconsistent with or seek to characterize those documents, those averments are denied.

104. Denied as stated. It is specifically denied that the Board refused to perform Plaintiff's evaluation or that it ever denied Plaintiff a pay increase. By way of further response, the Board had not yet agreed to an evaluation instrument as required by the terms of Plaintiff's agreement.

105. Denied.

106. Denied.

107. Denied as stated. Neither Plaintiff nor her predecessor were subjected to interference regarding the terms and conditions of their employment.

108. Denied.

109. Denied.

110. Denied.

111. Denied.

112. Denied.

113. The District denies any abusive and/or threatening conduct toward Plaintiff.

a. Denied.

b. Admitted in part and denied in part. It is admitted only that Kehoe admonished Padgett for inappropriate behavior. It is denied that the observations of Kehoe or Appel are acknowledgments in any way. The District is without knowledge or information sufficient to form a belief as to what Appel or Kehoe may have stated to Plaintiff about Padgett's behavior. Therefore, the remaining averments of Paragraph 113(b) are denied.

c. Admitted in part and denied in part. It is admitted only that Plaintiff never signed a settlement or release regarding the Padgett incident. To the extent Plaintiff's Complaint suggests that she was pressured to do so, those averments are denied.

d. The District is without knowledge or information sufficient to form a belief as to what an unidentified local official may have told Plaintiff. Therefore, the averments of Paragraph 113(d) are denied.

e. The District is without knowledge or information sufficient to form a belief as to what an unidentified local reporter may have told Plaintiff. Therefore, the averments of Paragraph 113(e) are denied.

f. Denied. By way of further response, although Defendant Locher has a concealed weapon permit, that permit does not allow the carrier to bring weapons

onto school property, even if left in her car. Accordingly, Locher was required to drop off her weapon at home prior to arriving on school property. It is specifically denied that Locher ever threatened Plaintiff with her gun or that Locher told Plaintiff to stay in her office.

g. Admitted in part and denied in part. It is admitted only that Defendant Locher brought signs to executive sessions. It is denied that those signs were targeted at Plaintiff in any way.

h. Denied. By way of further response, a majority of the Board voted to amend Plaintiff's employment contract to modify the parameters for Plaintiff's use of vacation days, per Plaintiff's request.

i. Denied.

j. Admitted in part and denied in part. It is admitted only that a School Resource Officer responded to an incident involving J.H., an African American student identified as having behavioral disabilities. It is denied that the student was mistreated.

k. Admitted in part and denied in part. It is admitted only that Kowal was not in attendance at an October 2014 training workshop by the Pennsylvania School Board Association. The remaining averments of Paragraph 113(k) are denied.

l. Denied as stated. It is denied Plaintiff was prohibited from attending any training, conference, or other event in which she expressed interest during her employment. Any approval on the part of the Board had to do with whether Plaintiff would be paid for her time and expenses in connection with her attendance at such events. The District is without knowledge or information sufficient to form a belief as to whether Defendant Kowal contacted other school districts and/or what he may

have said during such conversations. Therefore, the remaining averments of Paragraph 113(l) are denied.

m. The District is without knowledge or information sufficient to form a belief as to what Defendant Locher may have said to Plaintiff during a January 2015 executive session and, therefore, the averments of Paragraph 113(m) are denied.

n. Admitted in part and denied in part. It is admitted that an investigation was conducted regarding the sexual harassment complaint against Defendant Mealie and that Plaintiff was one of several individuals interviewed. It is denied that Plaintiff had a significant role in that investigation.

o. Denied.

p. Denied.

q. Denied.

r. Admitted in part and denied in part. It is admitted that Plaintiff commenced a leave of absence in October 2015. The District is without knowledge or information sufficient to form a belief as to Plaintiff's purported need for medical leave. It is denied that Defendants caused Plaintiff's need for a leave of absence in any way.

114. Denied as stated. It is denied that Plaintiff was the recipient of the text messages referenced in the Complaint or that the text messages, or their content, were directed at her at any time. Instead, Plaintiff came into possession of the text messages in connection with a sexual harassment complaint made by a teacher against Defendant Mealie and, as such, those text messages were a part of the confidential personnel investigation undertaken into that complaint. The messages referenced in Plaintiff's Complaint are text messages believed to have been authored by Defendant Mealie, the content of which speaks for itself. To the extent Paragraphs 114 and 114(a)-(e) are

inconsistent with or seek to characterize the text messages, those averments are denied.

115. Denied.

116. Denied.

117. Denied. It is specifically denied that Plaintiff was subject to severe or pervasive conduct by Defendants at any point during her employment. The District is without knowledge or information sufficient to form a belief as to Plaintiff's medical symptoms and/or the cause of any alleged medical condition. Therefore, the remaining averments of Paragraph 117 are denied.

118. Denied. It is specifically denied that Defendants' conduct toward Plaintiff was abusive. The District is without knowledge or information sufficient to form a belief as to Plaintiff's medical symptoms and/or medications. Therefore, the remaining averments of Paragraph 118 are denied.

119. The District is without knowledge or information sufficient to form a belief as to Plaintiff's diagnoses or the onset of any alleged medical symptoms. Therefore, the averments of Paragraph 119 are denied.

120. Denied.

121. Admitted in part and denied in part. It is admitted that Plaintiff took a medical leave of absence from her employment with the District and that, to the District's knowledge, her doctor did not release her to return to work. It is further admitted that Plaintiff has applied for disability retirement. The District is without knowledge or information sufficient to form a belief as to the cause of Plaintiff's alleged medical conditions. Therefore, the remaining averments of Paragraph 121 are denied.

122. Denied. It is specifically denied that Defendant Keber ever made a comment indicating Plaintiff would be hanging by a noose.

**COUNT I**

**SEX DISCRIMINATION (TITLE VII)**

**Zurchin v. Ambridge Area School District**

123. Paragraphs 1 through 122 of this Answer are incorporated herein by reference as though set forth in full.

124. Denied.

125. Denied.

a. Denied.

b. Denied.

c. Denied.

d. Denied.

e. Denied.

f. Denied.

g. Denied.

h. Denied.

i. Denied.

j. Denied.

k. Denied.

l. Denied.

m. Denied.

n. Denied.

126. Denied.

127. Denied.

128. Denied as stated. Neither the Plaintiff, nor any of her predecessors or successors, male or female, have been subjected to unlawful hostility or interference in the terms and conditions of their employment.

129. Denied.

130. Denied.

131. Denied.

132. Denied.

133. Denied.

134. Denied.

WHEREFORE, Defendant, Ambridge Area School District, respectfully requests that the Court deny Plaintiff the relief requested in the Complaint and enter judgment in Defendant's favor.

**COUNT II**

**RETALIATION (TITLE VII)**

**Zurchin v. Ambridge Area School District**

135. Paragraphs 1 through 134 of this Answer are incorporated herein by reference as though set forth in full.

136. Paragraph 136 is a conclusion of law to which no response is required. To the extent a response is deemed necessary, the averments of Paragraph 136 are denied.

137. Denied as stated. It is specifically denied that Plaintiff's Complaint describes any incident that would constitute discrimination against special education and/or minority students or that she was retaliated against for any conduct in connection with reporting alleged discrimination of that nature. It is further denied that opposing alleged discrimination against special education and/or minority students is protected activity for purposes of Title VII.

138. Admitted in part and denied in part. It is admitted that Plaintiff participated in an investigation regarding a teacher's sexual harassment complaint against Defendant Mealie and that Plaintiff was one of several individuals interviewed during that investigation. The remaining averments of Paragraph 138 are denied.

139. Denied.

140. Admitted.

141. Denied.

142. Denied.

143. Denied.

144. Denied.

145. Denied.

146. Denied.

WHEREFORE, Defendant, Ambridge Area School District, respectfully requests that the Court deny Plaintiff the relief requested in the Complaint and enter judgment in Defendant's favor.

**COUNT III**

**SEX DISCRIMINATION AND RETALIATION (PHRA)**

**Zurchin v. Ambridge Area School District, Keber, Kowal, Locher and Padgett**

147. Paragraphs 1 through 146 of this Answer are incorporated herein by reference as though set forth in full.

148. Admitted in part and denied in part. It is admitted only that the PHRA prohibits discrimination based on an employee's sex. The remaining averments of Paragraph 148 are denied. It is specifically denied that Defendants discriminated against Plaintiff on the basis of her sex or any other protected characteristic.

149. Denied.

150. Denied.

151. Denied.

152. Denied.

153. Denied.

WHEREFORE, Defendant, Ambridge Area School District, respectfully requests that the Court deny Plaintiff the relief requested in the Complaint and enter judgment in Defendant's favor.

**COUNT IV**

**42 U.S.C. § 1983**

**Zurchin v. All Defendants**

154. Paragraphs 1 through 153 of this Answer are incorporated herein by reference as though set forth in full.

155. Admitted in part and denied in part. It is admitted only that Plaintiff is female and, as such, is a member of a protected class under Title VII and the PHRA.

The remaining averments of Paragraph 155 are denied.

156. Denied.

157. Denied.

158. Denied.

159. Denied.

160. Denied.

161. Denied.

162. Denied.

163. Denied.

164. Denied.

WHEREFORE, Defendant, Ambridge Area School District, respectfully requests that the Court deny Plaintiff the relief requested in the Complaint and enter judgment in Defendant's favor.

**COUNT V**

**RETALIATION  
(SECTION 504 OF THE REHABILITATION ACT OF 1973)**

**Zurchin v. Ambridge Area School District**

165. Paragraphs 1 through 164 of this Answer are incorporated herein by reference as though set forth in full.

166. Paragraph 166 contains portions of 34 C.F.R. 100.7(e), not allegations of fact, and therefore, no response is required. To the extent a response is deemed

necessary, it is denied that the District violated the anti-retaliation provision of Section 504.

167. Denied.

168. Denied.

169. Denied.

170. Denied.

171. Denied as stated. The Board did not opt to create a formal summer school graduation ceremony during Plaintiff's tenure. It is specifically denied that the Board's decision was based on the urgings of Defendant Locher.

172. Denied.

173. Denied.

174. Denied.

175. Denied.

176. Denied.

177. Denied.

178. Denied.

WHEREFORE, Defendant, Ambridge Area School District, respectfully requests that the Court deny Plaintiff the relief requested in the Complaint and enter judgment in Defendant's favor.

**COUNT VI**

**42 U.S.C. § 1985(3)**

**Zurchin v. Keber, Kowal, Locher, Mealie and Padgett**

179. Paragraphs 1 through 178 of this Answer are incorporated herein by reference as though set forth in full.

180. Count VI of Plaintiff's Complaint is not alleged against the District; therefore, the District is not required to respond to Paragraphs 180-191. To the extent a response is deemed necessary, the averments in Paragraphs 180-191 are denied.

181. Count VI of Plaintiff's Complaint is not alleged against the District; therefore, the District is not required to respond to Paragraphs 180-191. To the extent a response is deemed necessary, the averments in Paragraphs 180-191 are denied.

182. Count VI of Plaintiff's Complaint is not alleged against the District; therefore, the District is not required to respond to Paragraphs 180-191. To the extent a response is deemed necessary, the averments in Paragraphs 180-191 are denied.

183. Count VI of Plaintiff's Complaint is not alleged against the District; therefore, the District is not required to respond to Paragraphs 180-191. To the extent a response is deemed necessary, the averments in Paragraphs 180-191 are denied.

184. Count VI of Plaintiff's Complaint is not alleged against the District; therefore, the District is not required to respond to Paragraphs 180-191. To the extent a response is deemed necessary, the averments in Paragraphs 180-191 are denied

185. Count VI of Plaintiff's Complaint is not alleged against the District; therefore, the District is not required to respond to Paragraphs 180-191. To the extent a response is deemed necessary, the averments in Paragraphs 180-191 are denied

186. Count VI of Plaintiff's Complaint is not alleged against the District; therefore, the District is not required to respond to Paragraphs 180-191. To the extent a response is deemed necessary, the averments in Paragraphs 180-191 are denied

187. Count VI of Plaintiff's Complaint is not alleged against the District; therefore, the District is not required to respond to Paragraphs 180-191. To the extent a response is deemed necessary, the averments in Paragraphs 180-191 are denied

188. Count VI of Plaintiff's Complaint is not alleged against the District; therefore, the District is not required to respond to Paragraphs 180-191. To the extent a response is deemed necessary, the averments in Paragraphs 180-191 are denied

189. Count VI of Plaintiff's Complaint is not alleged against the District; therefore, the District is not required to respond to Paragraphs 180-191. To the extent a response is deemed necessary, the averments in Paragraphs 180-191 are denied.

190. Count VI of Plaintiff's Complaint is not alleged against the District; therefore, the District is not required to respond to Paragraphs 180-191. To the extent a response is deemed necessary, the averments in Paragraphs 180-191 are denied.

191. Count VI of Plaintiff's Complaint is not alleged against the District; therefore, the District is not required to respond to Paragraphs 180-191. To the extent a response is deemed necessary, the averments in Paragraphs 180-191 are denied.

WHEREFORE, Defendant, Ambridge Area School District, respectfully requests that the Court deny Plaintiff the relief requested in the Complaint and enter judgment in Defendant's favor.

**COUNT VII**

**BREACH OF CONTRACT**

**Zurchin v. Ambridge Area School District**

192. Paragraphs 1 through 191 of this Answer are incorporated herein by reference as though set forth in full.

193. Denied as stated. By way of further response, Plaintiff and the District entered into an agreement on or about March 20, 2013 for a four-year term beginning July 1, 2013.

194. Admitted in part and denied in part. It is admitted that Plaintiff and the District entered into an agreement on or about March 20, 2013 for a four-year term beginning July 1, 2013. The remaining averments of Paragraph 194 are denied. By way of further response, by separate agreement, Plaintiff was appointed to serve as Acting Superintendent during her predecessor's absence during extended periods in May and June 2013.

195. The July 2013 agreement between Plaintiff and the District, identified as Exhibit 1 to Plaintiff's Complaint, is a document which speaks for itself. To the extent Plaintiff's Complaint is inconsistent with that document, those averments are denied.

196. The July 2013 agreement between Plaintiff and the District, identified as Exhibit 1 to Plaintiff's Complaint, is a document which speaks for itself. To the extent Plaintiff's Complaint is inconsistent with that document, those averments are denied.

197. The July 2013 agreement between Plaintiff and the District, identified as Exhibit 1 to Plaintiff's Complaint, is a document which speaks for itself. To the extent Plaintiff's Complaint is inconsistent with that document, those averments are denied.

198. Denied. By way of further response, Plaintiff and the District were parties to at least two other agreements between March 2013 and Plaintiff's separation from employment with the District.

199. Denied. Plaintiff received a performance assessment for the 2013-14 school year.

200. Denied.

201. Denied.

202. Denied.

203. Denied.

WHEREFORE, Defendant, Ambridge Area School District, respectfully requests that the Court deny Plaintiff the relief requested in the Complaint and enter judgment in Defendant's favor.

### **COUNT VIII**

#### **TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATIONS**

##### **Zurchin v. Keber, Kowal, Locher, Mealie and Padgett**

204. Paragraphs 1 through 203 of this Answer are incorporated herein by reference as though set forth in full.

205. Count VIII of Plaintiff's Complaint is not alleged against the District; therefore, the District is not required to respond to Paragraphs 205-220. To the extent a response is deemed necessary, the averments in Paragraphs 205-220 are denied.

206. Count VIII of Plaintiff's Complaint is not alleged against the District; therefore, the District is not required to respond to Paragraphs 205-220. To the extent a response is deemed necessary, the averments in Paragraphs 205-220 are denied.

207. Count VIII of Plaintiff's Complaint is not alleged against the District; therefore, the District is not required to respond to Paragraphs 205-220. To the extent a response is deemed necessary, the averments in Paragraphs 205-220 are denied.

208. Count VIII of Plaintiff's Complaint is not alleged against the District; therefore, the District is not required to respond to Paragraphs 205-220. To the extent a response is deemed necessary, the averments in Paragraphs 205-220 are denied.

209. Count VIII of Plaintiff's Complaint is not alleged against the District; therefore, the District is not required to respond to Paragraphs 205-220. To the extent a response is deemed necessary, the averments in Paragraphs 205-220 are denied.

210. Count VIII of Plaintiff's Complaint is not alleged against the District; therefore, the District is not required to respond to Paragraphs 205-220. To the extent a response is deemed necessary, the averments in Paragraphs 205-220 are denied.

211. Count VIII of Plaintiff's Complaint is not alleged against the District; therefore, the District is not required to respond to Paragraphs 205-220. To the extent a response is deemed necessary, the averments in Paragraphs 205-220 are denied.

212. Count VIII of Plaintiff's Complaint is not alleged against the District; therefore, the District is not required to respond to Paragraphs 205-220. To the extent a response is deemed necessary, the averments in Paragraphs 205-220 are denied.

213. Count VIII of Plaintiff's Complaint is not alleged against the District; therefore, the District is not required to respond to Paragraphs 205-220. To the extent a response is deemed necessary, the averments in Paragraphs 205-220 are denied.

214. Count VIII of Plaintiff's Complaint is not alleged against the District; therefore, the District is not required to respond to Paragraphs 205-220. To the extent a response is deemed necessary, the averments in Paragraphs 205-220 are denied.

215. Count VIII of Plaintiff's Complaint is not alleged against the District; therefore, the District is not required to respond to Paragraphs 205-220. To the extent a response is deemed necessary, the averments in Paragraphs 205-220 are denied.

216. Count VIII of Plaintiff's Complaint is not alleged against the District; therefore, the District is not required to respond to Paragraphs 205-220. To the extent a response is deemed necessary, the averments in Paragraphs 205-220 are denied.

217. Count VIII of Plaintiff's Complaint is not alleged against the District; therefore, the District is not required to respond to Paragraphs 205-220. To the extent a response is deemed necessary, the averments in Paragraphs 205-220 are denied.

218. Count VIII of Plaintiff's Complaint is not alleged against the District; therefore, the District is not required to respond to Paragraphs 205-220. To the extent a response is deemed necessary, the averments in Paragraphs 205-220 are denied.

219. Count VIII of Plaintiff's Complaint is not alleged against the District; therefore, the District is not required to respond to Paragraphs 205-220. To the extent a response is deemed necessary, the averments in Paragraphs 205-220 are denied.

220. Count VIII of Plaintiff's Complaint is not alleged against the District; therefore, the District is not required to respond to Paragraphs 205-220. To the extent a response is deemed necessary, the averments in Paragraphs 205-220 are denied.

WHEREFORE, Defendant, Ambridge Area School District, respectfully requests that the Court deny Plaintiff the relief requested in the Complaint and enter judgment in Defendant's favor.

**COUNT IX**

**WRONGFUL DISCHARGE**

**Zurchin v. Ambridge Area School District**

221. Paragraphs 1 through 220 of this Answer are incorporated herein by reference as though set forth in full.

222. Admitted.

223. The July 2013 agreement between Plaintiff and the District, identified as Exhibit 1 to Plaintiff's Complaint, is a document which speaks for itself. To the extent Plaintiff's Complaint is inconsistent with that document, those averments are denied.

224. Denied.

225. Denied.

226. Denied.

227. Paragraph 227 states a conclusion of law to which no response is required. To the extent a response is deemed necessary, the averments of Paragraph 227 are denied.

228. Paragraph 228 states a conclusion of law to which no response is required. To the extent a response is deemed necessary, the averments of Paragraph 228 are denied.

229. Paragraph 229 states a conclusion of law to which no response is required. To the extent a response is deemed necessary, the averments of Paragraph 229 are denied.

230. Denied.

231. Denied.

232. Denied.

233. Denied.

234. Denied.

235. Denied.

236. Denied.

WHEREFORE, Defendant, Ambridge Area School District, respectfully requests that the Court deny Plaintiff the relief requested in the Complaint and enter judgment in Defendant's favor.

#### **ADDITIONAL DEFENSES**

237. Paragraphs 1 through 236 of this Answer are incorporated herein by reference as though set forth in full.

238. Plaintiff's Complaint fails to state a cause of action upon which relief can be granted.

239. Plaintiff's claims are barred, in whole or in part, by the relevant statute of limitations.

240. Plaintiff's claims are barred to the extent she failed to assert the factual and/or legal bases for her claims in proceedings before the United States Equal Employment Commission and/or Pennsylvania Human Relations Commission and such claim.

241. Plaintiff's claims are barred, in whole or in part, as a result of her failure to exhaust her administrative remedies.

242. Plaintiff's claims are barred, in whole or in part, due to her failure to exhaust her contractual remedies.

243. Plaintiff's claims are barred, in whole or in part, by sovereign or governmental immunity.

244. Plaintiff's claims are barred, in whole or in part, by the doctrines of waiver and estoppel.

245. Plaintiff has failed to mitigate her alleged damages.

WHEREFORE, Defendant, Ambridge Area School District, respectfully requests that the Court deny Plaintiff the relief requested in the Complaint and enter judgment in Defendant's favor.

Respectfully submitted,

KNOX McLAUGHLIN GORNALL  
& SENNETT, P.C.

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