

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (“Agreement”) is entered into by and between Dr. Brian Scriven (“Scriven”) and the Cheltenham School District (the “District”) (collectively, the “Parties”), for good and valuable consideration, effective as of the date this Agreement is approved by the District’s Board of School Directors at a public meeting (“Effective Date”).

- 1. Statement of Background.** Scriven and the District are parties to a Superintendent Employment Agreement (“Employment Agreement”) covering the period July 1, 2026 through June 30, 2031. Scriven and the District have agreed that Scriven’s employment should end and, in furtherance of that understanding, Scriven has submitted a letter of resignation of his position as the Superintendent effective August 6, 2026 which has been accepted by the District’s Board of School Directors. This Agreement sets forth the terms formalizing settlement of any potential claims by Scriven and to comply with the requirements of Section 10(C) of Scriven’s Employment Agreement. The Parties agree to execute all documents, perform all acts, and otherwise cooperate as required to implement the provisions herein and the intent hereof.
- 2. Payment to Scriven:** In consideration for Scriven’s service as Superintendent and his agreement to resign effective August 6, 2026 as well as the General Release and Covenant Not to Sue and other agreements set forth below, the District shall provide the following settlement payments and benefits to Scriven (“Payments and Benefits”) within thirty (30) days of the effective date of this Agreement.
 - a. Payment in the form of one-time lump sum payment. The District will pay TWO HUNDRED SIXTY SIX THOUSAND EIGHT HUNDRED EIGHTY FOUR DOLLARS AND 60 CENTS (\$266,884.60) directly to Scriven, and it will report this payment on an IRS Form 1099-MISC. The District **will not** report such payment to the Pennsylvania School Employees’ Retirement System’s (“PSERS”) for the purposes of awarding PSERS credit to Scriven.
 - b. The District will pay Scriven for his earned but unused vacation leave, sick leave and personal leave as required under the Employment Agreement.
- 3. No Other Consideration.** Scriven acknowledges and agrees that, other than the consideration provided for herein, he is not entitled to and will not receive any additional compensation or benefits of any kind from the District. **The Parties agree that there are no outstanding obligations for either Party to satisfy pursuant to the Employment Agreement.**
- 4. General Release and Covenant Not to Sue.** Scriven, on behalf of himself, and his agents, spouse, trustees, heirs, executors, administrators, legal representatives, successors and assigns, for and in consideration of the Payments and Benefits, and intending to be legally bound, does hereby REMISE, RELEASE AND FOREVER DISCHARGE to the fullest extent permitted by law the District, its current and

former officers, directors, employees, agents, attorneys, consultants, and insurers; (collectively “Releasees”), of and from any and all manner of actions, causes of action, suits, debts, obligations, liabilities, claims, demands, whatsoever in law or in equity, known or unknown, fixed or contingent, which Scriven may have, now has or claims to have or ever had, arising on or before the date of this Agreement, and/or based on alleged acts or omissions that occurred on or before the date of this Agreement, including but not limited to, any claims against Releasees arising under the District’s policies, Title VII of the Civil Rights Acts of 1964 and 1991 (“Title VII”), the Americans with Disabilities Act (“ADA”), the Americans with Disabilities Act Amendments Act (“ADAAA”), the Age Discrimination in Employment Act (“ADEA”), the Family and Medical Leave Act (“FMLA”), the Older Workers Benefits Protection Act (“OWBPA”), the Occupational Safety and Health Act (“OSHA”), the Equal Pay Act (“EPA”), the Fair Labor Standards Act (“FLSA”), the National Labor Relations Act (“NLRA”), the Employee Retirement Income Security Act (“ERISA”), the Consolidated Omnibus Budget Reconciliation Act (“COBRA”), the Pennsylvania Human Relations Act, the Pennsylvania Wage Payment and Collection Law, the Pennsylvania Minimum Wage Act, the Pennsylvania Whistleblower Law, and any claim based on any allegation of discrimination, harassment, retaliation or wrongful termination, and all other waivable and releasable claims arising under any other federal, state, or local statutes, ordinances, enactments or common law, including without limitation claims in tort and/or contract, **including claims Scriven could bring regarding breach of his Employment Contract in general and specifically Section 10(A)**, as well as all claims for attorney’s fees and costs; however, the identification of specific statutes is for purposes of example only, and the omission of any specific statute or law shall not limit the scope of this general release in any manner.

- 5. Release of Age Discrimination in Employment Act Claims.** Scriven acknowledges that by virtue of this Agreement, in addition to the foregoing, he is knowingly and voluntarily releasing and waiving any rights that he may have against Releasees under the federal Age Discrimination in Employment Act of 1967, as amended, (“ADEA Release and Waiver”). Scriven acknowledges that the consideration given for this ADEA Release and Waiver is sufficient and is in addition to anything of value to which Scriven was already entitled.
- 6. Notice to Scriven.** Scriven agrees that he has been advised by this writing and that he has been provided the opportunity to be counseled by legal counsel of his choice of the following:
 - a. Scriven has twenty-one (21) days from the date of receipt hereof to determine if he wishes to enter into this Agreement (although Scriven may execute this Agreement at any time before the expiration of such period) (the “Deliberation Period”).
 - b. Scriven has seven (7) days following the execution of this Agreement to revoke this Agreement (the “Revocation Period”).

- c. This Agreement does not apply to any claims that may arise after the date that Scriven signs this Agreement;
- d. Nothing in this Agreement (for example, the provisions pertaining to confidentiality, and general release and covenant not to sue among other provisions), shall be construed to prohibit Scriven from reporting possible violations of law or regulations, providing truthful information (including testimony), or filing a claim (including, but not limited to, an unfair labor practice charge under the NLRA) with or participating in any investigation or proceeding conducted by any federal or state government agency or department (for example, the U.S. Equal Employment Opportunity Commission, the Department of Labor, the National Labor Relations Board, and the Department of Justice). However, in respect to the foregoing, to the maximum extent permitted by law, Scriven waives any right to receive any monetary damages from any of the Releasees, regardless of whether Scriven or another party filed the claim that resulted in the award of monetary damages, and in the event Scriven obtains such monetary relief the District will be entitled to a corresponding offset against and, as required, return of any payments made pursuant to this Agreement.
- e. Nothing in this Agreement shall affect Scriven's right to collect benefits or payments due to Scriven under the terms of any qualified retirement plan in which Scriven participated as an Employee of the District, or to seek or receive any workers' compensation or unemployment compensation benefits for which Scriven may be eligible under applicable law.

7. Scriven's Acknowledgments and Agreements. Scriven acknowledges and certifies the following:

- a. Scriven shall make himself reasonably available to consult with the District Solicitor, the Board of School Directors and/or the Acting Superintendent or Superintendent concerning legal matters which arise for which Scriven has factual knowledge. By way of example, but not limitation, Scriven agrees to respond to emails, participate in meetings, whether in person, by phone or virtually, and to appear for depositions, arbitrations and trial testimony if needed (hereinafter "Legal Support"). Should the Legal Support exceed a total of forty (40) hours, the District agrees to compensate Scriven at his per diem rate as of the Effective Date for all such Legal Support time in excess of forty (40) hours. Scriven will be responsible for accurately tracking his time and promptly invoicing the District, no later than the end of the month after the month during which such Legal Support services are provided. Scriven will be paid on a 1099 basis for such Legal Support services. For matters where Scriven is named as Defendant and being provided with a defense by the District or its insurance carrier, Scriven will be entitled to no payment for his cooperation and any time spent by Scriven will not count toward the forty (40) hours referenced above.
- b. Scriven has not assigned any claim or right released in this Agreement;

- c. Scriven has not filed or caused to be filed, and is not a party to, any pending suit, claim or other proceeding against the District in any court, agency or other tribunal;
- d. Scriven is giving up any right to seek reinstatement or future employment with the District;
- e. Scriven has been paid and/or has received all compensation, wages, bonuses, commissions, and/or benefits to which he was entitled and other “wages” as may be owed to Scriven, as that term is defined under applicable law, and Scriven has been granted any leave to which Scriven was entitled under any federal, state or local laws;
- f. Scriven has had a full and fair opportunity to consult with an attorney of his choice concerning this Agreement, and Scriven has been advised to consult with an attorney prior to signing this Agreement;
- g. Scriven has signed this Agreement voluntarily and knowingly in exchange for the consideration described herein, which Scriven acknowledges is adequate and satisfactory and is in addition to benefits to which Scriven is already entitled;
- h. Scriven understands that, by executing this Agreement, he is not waiving any rights or claims that may arise after the Effective Date
- i. Scriven represents that he has returned or shall forthwith return to the District all of the District’s property in his possession, custody or control, including, for example, all District, equipment, keys, security cards, credit cards, documents, files, data, records and information in hard copy, electronic, or other form, copies thereof, and excerpts or extracts obtained therefrom;
- j. Scriven has had at least twenty-one (21) days to consider this Agreement, or in the alternative, waive this right, and Scriven is aware that he has the right to revoke this Agreement for a period of seven (7) days following the Effective Date, as set forth above;
- k. The District has not made any representations to Scriven concerning the terms or effects of this Agreement other than those contained herein.
- l. Scriven Acknowledges that nothing in this Agreement is intended to modify or restrict the District in complying with its obligations under Act 168 of 2014, the Educator Discipline Act, 24 P.S. §2070.1a et seq. or the Child Protective Services Law, 23 Pa.C.S. §§ 6301—6385.
- m. Scriven waives any defense to the formation, validity or enforcement of this Agreement, including but not limited to, any claim of duress, fraud and/or

fraud in the inducement, mutual mistake, mistake of fact, mistake of law, misrepresentation, unconscionability, rescission, reformation, undue influence, illusory promise, lack of sufficient consideration, lack of capacity, impossibility, impracticability, unclean hands, and/or frustration of purpose.

8. Non-Admission of Liability; No Existing Claims or Action. The execution of this Agreement shall not constitute an admission of liability or wrongdoing by the District or other Releasees and any liability is expressly denied. The Parties have entered into this Agreement solely because they desire to resolve all potential disputes or claims as of the Effective Date in order to avoid the burden, expense, delay and uncertainties of litigation.

9. Confidentiality.

- a. Scriven shall maintain and will not use or disclose any District Confidential Information. "Confidential Information" means any information or compilation of information, whether in hard copy, electronic, tangible, intangible or other form, and any extracts or excerpts therefrom involving student and personnel information, information discussed during executive sessions with the Board of School Directors, information protected by the attorney-client privilege, including information related to legal matters involving the District, and information protected by the Family Educational Rights and Privacy Act ("FERPA"). Scriven understands that this list is not exhaustive. The Parties agree that this Paragraph does not diminish disclosures permitted or required under law, including Scriven's right to exercising protected rights in accordance with Section 7 of the National Labor Relations Act, and to the extent such rights are not waived by this Agreement.
- b. The Parties acknowledge that this Agreement is subject to disclosure pursuant to the Pennsylvania Right to Know Law ("RTKL").

10. No Future Employment or Acceptance of Work. Scriven will not be eligible for employment with the District in any capacity and, in fact, will not apply for employment with the District in any capacity in the future. Scriven also agrees that he will not accept work that requires him to personally provide work or services to the District through a third-party company or any group. He may, however, work for companies that do business with the District so long as he does not participate directly in District business. The Agreement does not otherwise restrict Scriven's ability to seek and obtain employment.

11. Non- Disparagement: The Parties agree that they have not and will not publicly or privately, through any medium, make any statements about one another that are maliciously untrue and/or made with the knowledge of their falsity or with reckless disregard for their truth or falsity. Nothing in this Paragraph shall be construed to in any way affect either Party's right to bring a lawful claim before a government agency or court, or to lawfully cooperate (including providing testimony or other evidence) in support of a lawful claim brought by any other person or entity.

12. Entire Agreement; Construction. This Agreement contains the entire agreement by and between the Parties pertaining to the subject matter hereof and supersedes any prior representation, communication or agreement, oral or written, pertaining hereto, except as otherwise set forth herein. This Agreement is intended to be a fully integrated agreement and may not be altered, modified or supplemented except by a writing of subsequent date hereto signed by the Parties. No provision of this Agreement shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the Party who prepared it.

13. Provisions Severable; Modifications by Court. The Parties agree that this Agreement is severable and further agree that if any term, condition or provision is held to be invalid, void or unenforceable, then only that term, condition or provision shall be stricken from this Agreement, and that in all other respects this Agreement shall be valid and continue in full force, effect and operation. If any provision of this Agreement or the application thereof shall be held to be invalid, void or unenforceable, in whole or in part, by a court or tribunal of competent jurisdiction, then the Parties agree that such court or tribunal shall substitute therefor a fully enforceable provision in order to carry out, so far as may be valid and enforceable, the intent and purpose of the invalid, void or unenforceable provision.

14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all together shall constitute one and the same instrument. A signed counterpart transmitted by facsimile, PDF, or similar means shall be as binding as an original signature.

15. Governing Law; Dispute Resolution. This Agreement shall be interpreted, construed, and enforced pursuant to the laws of the Commonwealth of Pennsylvania without regard to any conflict of law rules. All disputes arising out of or related to this Agreement shall be brought and maintained in the state or federal courts situated in Montgomery County, Pennsylvania. **The Parties waive any right to jury trial and agree that all proceedings shall be heard and decided by a judge without a jury. The Parties agree that prior to the initiation of any court action they shall submit any disputes to a third party mediator to attempt resolution. Any court action filed prior to mediation can be dismissed on that basis and the filing party will pay the non-filing parties fees and cost associated with filing for the dismissal.**

SIGNATURES ON NEXT PAGE

CAUTION: READ THIS ENTIRE AGREEMENT, WHICH CONSISTS OF FIFTEEN (15) NUMBERED PARAGRAPHS, BEFORE SIGNING YOUR NAME BELOW.

Witness

DR. BRIAN SCRIVEN

Date

ATTEST:

CHELtenham SCHOOL DISTRICT

By:

Secretary

President

Date