

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

ANDREA M. MELAN,)

Plaintiff)

v.)

BELLE VERNON AREA SCHOOL)
DISTRICT,)

Defendant)

Civ. No. 2:14-cv-01445

Judge Maurice B. Cohill, Jr.

OPINION AND ORDER

Pending before the Court is Belle Vernon Area School District's ("District") Motion for Summary Judgment [ECF No. 19] pursuant to Rule 56 of the Federal Rules of Civil Procedure and L.R. 56.1 of the Local Civil Rules of the United States District Court for the Western District of Pennsylvania.

On March 17, 2015, Mrs. Melan filed an Amended Complaint in this action, seeking lost wages and other appropriate damages as a result of alleged age and disability related employment discrimination. More particularly, Mrs. Melan alleges that she was forced to retire from her job as a teacher in the District due to her age and/or disability status.

On May 8, 2015, the District filed its Answer to Amended Complaint, generally denying the allegations contained in the Amended Complaint. After a disputed matter of law halted court-ordered mediation proceedings, the parties filed a Joint Motion for Entry of Modified Case Management Order, agreeing that the District should file a motion for summary judgment "on the legal significance of the agreement entered into by the Parties to resolve a union grievance." Joint Motion, ¶ 2. Once the Joint Motion was granted, the District filed its Motion for Summary Judgment on May 28, 2015, claiming that there are no genuine issues as to any material fact, and

Defendant is entitled to judgment as a matter of law. For the reasons set forth below, the District's Motion for Summary Judgment is denied. Defendant is not entitled to judgment as a matter of law at this point in the proceedings.

I. Standard of Review.

Summary judgment is appropriate when "there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law." Fed.R.Civ.P. 56(a). See also Celotex Corp. v. Catrett, 477 U.S. 317, 322-23 (1986). The parties must support their respective position by "citing to particular parts of materials in the record, including depositions, documents, electronically stored information, affidavits or declarations, stipulations (including those made for purposes of the motion only), admissions, interrogatory answers, or other materials." Fed. R. Civ. P. 56(c)(1)(A). In other words, summary judgment may be granted only if there exists no genuine issue of material fact that would permit a reasonable jury to find for the nonmoving party. See Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 250, 106 S.Ct. 2505 (1986).

In reviewing the evidence, the court draws all reasonable inferences in favor of the non-moving party. See Reeves v. Sanderson Plumbing Prods., Inc., 530 U.S. 133, 150 (2000); Matsushita Elec. Indus. Co. v. Zenith Radio Corp., 475 U.S. 574, 587-88 (1986); Huston v. Procter & Gamble Paper Prod. Corp., 568 F.3d 100, 104 (3d Cir. 2009) (citations omitted). It is not the court's role to weigh the disputed evidence and decide which is more probative, or to make credibility determinations. See Anderson, 477 U.S. at 255; Marino v. Indus. Crating Co., 358 F.3d 241, 247 (3d Cir. 2004); Boyle v. County of Allegheny, 139 F.3d 386, 393 (3d Cir. 1998). "Only disputes over facts that might affect the outcome of the suit under the governing law will properly preclude the entry of summary judgment." Anderson, 477 U.S. at 247-48. An

issue is “genuine” if a reasonable jury could possibly hold in the non-movant’s favor with regard to that issue. See id. “Where the record taken as a whole could not lead a reasonable trier of fact to find for the nonmoving party, there is no ‘genuine issue for trial.’” Matsushita, 475 U.S. at 587; Huston, 568 F.3d at 104.

II. Relevant Facts.

Mrs. Melan was employed as an elementary school teacher in the District from in or about October 1973 until she resigned in June 2014. In or about November 2012, because of medical conditions, Mrs. Melan took a medical leave of absence from her teaching position. She returned to work in August 2013. Mrs. Melan alleges that soon thereafter, on or about September 30, 2013, the District conducted a performance evaluation of Plaintiff, the result of which was that she was given an “unsatisfactory” rating. Furthermore, Mrs. Melan alleges that she was told that she had to comply with an improvement plan or she would be forced to retire or would be fired in March 2014.

Mrs. Melan sought assistance from her union, the Pennsylvania State Education Association. On or about October 7, 2013, the Union then filed a grievance with the District with respect to the unsatisfactory rating the District issued Mrs. Melan on or about September 30, 2013. The grievance process was started but not completed because the parties and the Union executed a Settlement Agreement. Under the Settlement Agreement, the District agreed to rescind the unsatisfactory rating, to remove the improvement plan it had imposed on Mrs. Melan, and not to impose any additional improvement plans on her for the remainder of the 2013-2014 school year. Under the Settlement Agreement, the union agreed to withdraw the grievance filed on Mrs. Melan’s behalf. Under the Settlement Agreement, Mrs. Melan agreed to submit an irrevocable letter of retirement to the District, with an effective date of June 30, 2014. The

Agreement also provided that it “shall be enforceable through the grievance procedure in the parties’ collective bargaining agreement. Any disagreement over the interpretation or application of this Agreement shall be subject to the grievance procedure set forth in the parties’ collective bargaining agreement.” Finally, the parties agreed in the Settlement Agreement that they “acknowledge that they understand this Agreement and enter into it voluntarily, that this is a complete settlement agreement, and that there are no written or oral understandings or agreements that are not set forth herein.”

III. Parties’ Arguments.

In its Motion for Summary Judgment, Defendant contends:

The District is entitled to judgment as a matter of law based upon the fact that Plaintiff, along with her legal representatives, negotiated, drafted, and executed a Settlement and Release Agreement with the District which describes the circumstances surrounding Plaintiff’s election to retire from the District as “knowing and voluntary.” These same circumstances now give rise to Plaintiff’s claims of discrimination and “forced resignation.”

Motion for Summary Judgment, ¶ 2. In support thereof, the District argues in its Supporting Brief:

in direct contravention of the terms of the Agreement, Plaintiff has now filed suit against the District claiming that her retirement was compelled, rather than voluntary, and that it was prompted by alleged discrimination based upon her age and perceived disability. Based upon the language of the Agreement as drafted and executed by Plaintiff and her legal counsel, Plaintiff’s discrimination claims should be dismissed, and summary judgment should be granted in favor of the District. Additionally, summary judgment should be granted in favor of the District because Plaintiff’s claims arise out of the terms of the Agreement, and the Agreement makes clear that disputes regarding its terms are to be pursued only through the grievance process, and not through a lawsuit like the one filed by Plaintiff.

Supporting Brief, pp. 3-4.

In response, Plaintiff contends:

The District now argues that Ms. Melan released her claims against the District in a prior settlement agreement. Yet that agreement included no release whatsoever, let alone any release related to the discrimination claims that Ms. Melan advances in this litigation.

...

The District also seeks to compel Ms. Melan to prosecute her statutory discrimination claims through a contractual grievance process rather than in litigation. Once again, however, the District's arguments come up short. The settlement agreement requires Ms. Melan to use the grievance process to resolve any disagreement over the "interpretation or application" of the settlement agreement. The validity of Ms. Melan's discrimination claims does not turn on the interpretation of the settlement agreement, nor did Mr. Melan expressly agree to use the grievance process to litigate her statutory discrimination claims. Accordingly, Ms. Melan is entitled to litigate those claims in this court.

Plaintiff's Response in Opposition to Defendant's Motion for Summary Judgment, p. 1.

The District further argues in its Reply Brief:

all statutes relied upon by Plaintiff in the case require a showing that Plaintiff suffered an adverse employment action in order to establish a *prima facie* case of discrimination. Plaintiff has failed to meet this burden, as she has not established that she suffered any adverse employment action for which she has not previously received redress through the grievance process.

...

Plaintiff voluntarily retired from the District. She has acknowledged as much in clear, unambiguous terms in a legal document, which she signed after having availed herself of the advice of legal counsel. While the Settlement Agreement itself does not explicitly release employment discrimination claims, it does bar Plaintiff from arguing that her retirement is anything other than what she said that it was: voluntary. Because she has failed to allege any conduct on the part of the District that would permit an inference of constructive discharge, Plaintiff is left without an adverse employment action upon which to form the basis of a *prima facie* employment discrimination case. No reasonable trier of fact would be permitted to disregard Plaintiff's representations within the Agreement. Thus, the case should not be submitted to a jury, and the District is entitled to judgment as a matter of law.

Reply Brief, p. 3.

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