

JS 44 (Rev. 06/17)

### CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

<p><b>I. (a) PLAINTIFFS</b></p> <p>Kevin Dorsey</p> <p><b>(b) County of Residence of First Listed Plaintiff</b> <u>Bucks County, PA</u> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i></p> <p><b>(c) Attorneys (Firm Name, Address, and Telephone Number)</b></p> <p>Mark S. Scheffer, Law Offices of Mark S. Scheffer, P.O. Box 111, Birchrunville, PA 19421, 610-915-8351</p>	<p><b>DEFENDANTS</b></p> <p>Pennsbury School District William Grezula</p> <p>County of Residence of First Listed Defendant _____ <i>(IN U.S. PLAINTIFF CASES ONLY)</i></p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys (If Known)</p>
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<p><b>II. BASIS OF JURISDICTION</b> <i>(Place an "X" in One Box Only)</i></p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input checked="" type="checkbox"/> 3 Federal Question <i>(U.S. Government Not a Party)</i></p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input type="checkbox"/> 4 Diversity <i>(Indicate Citizenship of Parties in Item III)</i></p>	<p><b>III. CITIZENSHIP OF PRINCIPAL PARTIES</b> <i>(Place an "X" in One Box for Plaintiff and One Box for Defendant)</i></p> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>PTF</th> <th>DEF</th> <th></th> <th>PTF</th> <th>DEF</th> </tr> </thead> <tbody> <tr> <td>Citizen of This State</td> <td><input type="checkbox"/> 1</td> <td><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td><input type="checkbox"/> 4</td> <td><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/> 2</td> <td><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td><input type="checkbox"/> 5</td> <td><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td><input type="checkbox"/> 6</td> <td><input type="checkbox"/> 6</td> </tr> </tbody> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
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**IV. NATURE OF SUIT** *(Place an "X" in One Box Only)* Click here for: Nature of Suit Code Descriptions.

<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<p><b>PERSONAL INJURY</b></p> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<p><b>PERSONAL INJURY</b></p> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <p><b>PERSONAL PROPERTY</b></p> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
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**V. ORIGIN** *(Place an "X" in One Box Only)*

1 Original Proceeding   
 2 Removed from State Court   
 3 Remanded from Appellate Court   
 4 Reinstated or Reopened   
 5 Transferred from Another District (specify)   
 6 Multidistrict Litigation - Transfer   
 8 Multidistrict Litigation - Direct File

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity):*  
42 U.S.C. Section 1983

Brief description of cause:  
employment discrimination

**VII. REQUESTED IN COMPLAINT:**     CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.    **DEMAND \$** \_\_\_\_\_

CHECK YES only if demanded in complaint:  
**JURY DEMAND:**     Yes     No

**VIII. RELATED CASE(S) IF ANY** *(See instructions):*    JUDGE \_\_\_\_\_    DOCKET NUMBER \_\_\_\_\_

DATE 2/14/2020    SIGNATURE OF ATTORNEY OF RECORD Mark S. Scheffer

**FOR OFFICE USE ONLY**

RECEIPT # \_\_\_\_\_    AMOUNT \_\_\_\_\_    APPLYING IFP \_\_\_\_\_    JUDGE \_\_\_\_\_    MAG. JUDGE \_\_\_\_\_



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

CASE MANAGEMENT TRACK DESIGNATION FORM

Kevin Dorsey

CIVIL ACTION

v.

Pennsbury School District et al.

NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a case management track designation form specifying the track to which that defendant believes the case should be assigned.

**SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:**

- (a) Habeas Corpus – Cases brought under 28 U.S.C. §2241 through §2255. ( )
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits ( )
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ( )
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ( )
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ( )
- (f) Standard Management – Cases that do not fall into any one of the other tracks. (✓)

2/14/2020  
Date  
(610) 915-8351  
Telephone

Mark S. Schaffer  
Attorney-at-law  
  
  
FAX Number

Mark S. Schaffer  
Attorney for Plaintiff  
markschaffere@hotmail.com  
E-Mail Address



**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**DESIGNATION FORM**

*(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)*

Address of Plaintiff: 5051 Rosewood Drive, Doylestown, PA 18902  
 Address of Defendant: 134 Yardley Ave., Fallsington, PA 19054  
 Place of Accident, Incident or Transaction: Fallsington, PA

**RELATED CASE, IF ANY:**

Case Number: \_\_\_\_\_ Judge: \_\_\_\_\_ Date Terminated: \_\_\_\_\_

Civil cases are deemed related when **Yes** is answered to any of the following questions:

- |  |                              |  |
|--|------------------------------|--|
| 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?  | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?            | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?  | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

I certify that, to my knowledge, the within case  is /  is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 02/14/2020 Mark S. Scheffer 59271  
 Attorney-at-Law / Pro Se Plaintiff Attorney I.D. # (if applicable)

**CIVIL: (Place a √ in one category only)**

**A. Federal Question Cases:**

- 1. Indemnity Contract, Marine Contract, and All Other Contracts
- 2. FELA
- 3. Jones Act-Personal Injury
- 4. Antitrust
- 5. Patent
- 6. Labor-Management Relations
- 7. Civil Rights
- 8. Habeas Corpus
- 9. Securities Act(s) Cases
- 10. Social Security Review Cases
- 11. All other Federal Question Cases  
(Please specify): \_\_\_\_\_

**B. Diversity Jurisdiction Cases:**

- 1. Insurance Contract and Other Contracts
- 2. Airplane Personal Injury
- 3. Assault, Defamation
- 4. Marine Personal Injury
- 5. Motor Vehicle Personal Injury
- 6. Other Personal Injury (Please specify): \_\_\_\_\_
- 7. Products Liability
- 8. Products Liability – Asbestos
- 9. All other Diversity Cases  
(Please specify): \_\_\_\_\_

**ARBITRATION CERTIFICATION**

*(The effect of this certification is to remove the case from eligibility for arbitration.)*

I, Mark S. Scheffer, counsel of record or pro se plaintiff, do hereby certify:

- Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs:
- Relief other than monetary damages is sought.

DATE: 02/14/2020 Mark S. Scheffer 59271  
 Attorney-at-Law / Pro Se Plaintiff Attorney I.D. # (if applicable)

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.



Mark S. Scheffer, Esquire  
LAW OFFICES OF MARK S. SCHEFFER  
Identification Nos. 59271  
P.O. Box 111  
Birchrunville, PA 19421  
(610) 915-8351

Attorney for Plaintiff

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IN THE UNITED STATES COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

KEYVIN DORSEY : CIVIL ACTION  
: :  
v. : NO.  
: :  
PENNSBURY SCHOOL DISTRICT : JURY TRIAL DEMANDED  
: :  
and : :  
: :  
WILLIAM GRETZULA : :

COMPLAINT

1. Plaintiff, Kevin Dorsey, is a United States citizen and an individual residing in the Commonwealth of Pennsylvania. Plaintiff is a homosexual male in a legal same sex marriage.
2. Defendant, Pennsbury School District ("Pennsbury"), was Plaintiff's employer and is a public school district in Bucks county with offices located at 134 Yardley Avenue, Fallsington, PA 19058.
3. Defendant, William Gretzula, is and was at all pertinent times referred to herein the Superintendent of Defendant Pennsbury.
4. The causes of action set forth in this complaint arise under 42 U.S.C. §1983 ("§1983"), Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e *et seq.* ("Title VII") and the Pennsylvania Human Relations Act, as amended, 43 P. S. §951 *et seq.* ("PHRA").
5. The District Court has jurisdiction over this action pursuant to 28 U.S.C. §1331, 1343 and 1367.



6. At all times material hereto, Defendant Pennsbury acted through authorized agents, servants, workers and/or employees acting in the scope of their employment with Defendant and in furtherance of Defendant's business.

7. Plaintiff was hired by Pennsbury in October of 2013, and at all relevant times worked under Defendant Gretzula as the Director of Information Technology.

8. Throughout his employment with Pennsbury Plaintiff received excellent performance reviews, even receiving a "Distinguished" rating on each of his performance reviews after his first review, which received a rating of "Proficient."

9. Despite his excellent performance and commitment to his work, Plaintiff was subjected to gender discrimination within the meaning of Title VII and the PHRA, including a pattern of harassment because of his gender which subjected him and others similarly situated to him to a hostile work environment.

10. Plaintiff was also subjected to retaliation for reporting, and opposing and objecting to, wrongful, discriminatory and offensive conduct of Defendant Gretzula and others.

11. On or about July 25, 2018 Plaintiff filed a charge of gender discrimination and retaliation with the United States Equal Employment Opportunity Commission ("EEOC"). The Charge was subsequently amended, and the final, amended Charge is attached hereto as Exhibit A, and its allegations incorporated herein.

12. The EEOC Charge was dual-filed with the Pennsylvania Human Relations Commission.

13. The EEOC discontinued its processing of the Charge and issued a dismissal notice and right to sue dated November 18, 2019.

14. Plaintiff was subjected to disparate treatment and a hostile environment because of his gender and the gender stereotypical attitude of Defendants toward him for failing to



conform to traditionally held gender stereotypes (e.g., that as a man he should be married to a female and not, as he was, to another man), and retaliated against for his (and/or his attorney's) complaints to Pennsbury's Board and Human Resources, and the EEOC, as evidenced by, *inter alia*, the following: a) Plaintiff being subjected to an environment containing offensive language use such as "faggot;" b) Plaintiff being paid less than others similarly situated and on the "small cabinet" (a core administrative group that works with the Superintendent); c) a failure by Defendants to take seriously and properly investigate Plaintiff's complaints; d) Plaintiff being left out of meetings and having meetings cancelled, being removed from doing administrative interviews for new hires, having recommendations and proposals for his department handled differently, and generally being treated differently than other department managers; e) being berated and referred to as a "destructive force" at a cabinet meeting; f) being threatened with reprisal by Defendant Gretula after reporting him; g) being subjected to unwarranted investigation and false accusations, including Defendant Gretula falsely accusing Plaintiff to Pennsbury's Board of putting nails and bolts in the tires of Gretula's car; and, h) on January 22, 2019 being accused of listening to other people's voice mails and resetting other people's passwords, and being made – against District policy – to give up his username(s) and password(s), and having his computer and all District-issued computer equipment taken, even having an outside consultant drive with him to his home to retrieve his laptop.

15. After the incident on January 22, 2019 Plaintiff went out of work on a medical leave.

16. On or about January 29, 2019, Plaintiff was informed by Bettie Ann Rarrick ("Mrs. Rarrick"), Director of Human Resources, that, once he was cleared to return to work, he would be placed on administrative leave pending investigation. Ms Rarrick also told Plaintiff that he would not be permitted on District property and would not have access to email.



17. During Plaintiff's "administrative leave," Brad McCormick, Supervisor of Instructional Technology, was stating that he had Plaintiff's title of Director of Technology and indicating that he had replaced Plaintiff.

18. On or about March 23, 2019 Plaintiff was presented with a series of false and baseless allegations in a "Notice of Right to Hearing and Statement of Charges" which included a recommendation that he be removed and dismissed from employment.

19. On or about April 12, 2019 Plaintiff wrote to Ms. Rarrick and informed her that "due to the continual harassment, discrimination, and retaliation [he was] forced to leave" his employment as of April 25, 2019.

20. Plaintiff's resignation was forced or compelled and constitutes a constructive discharge and termination of employment under the law.

21. As a direct and proximate result of Defendants' wrongful, discriminatory and retaliatory conduct, Plaintiff has in the past incurred, and may in the future incur, a loss of earnings, loss of earning capacity, loss of benefits, pain and suffering, upset, emotional anguish, loss of life's pleasures, attorneys' fees and costs.

#### COUNT I (Title VII)

22. Plaintiff hereby incorporates by reference Paragraphs 1 through 21 above as if set forth herein in their entirety.

23. Defendant Pennsbury violated Title VII.

24. As a direct and proximate result of Defendant Pennsbury's violation of Title VII, Plaintiff has sustained the losses and damages set forth above.

#### COUNT II ((§1983))

25. Plaintiff incorporates herein by reference paragraphs 1 through 21 above as set forth herein in their entirety.



26. In addition to discriminating against Plaintiff on the basis of his gender as addressed above, Defendants, by their above actions, also treated Plaintiff differently and alternatively discriminated against Plaintiff because of his sexual orientation. In doing so, Defendants violated Plaintiff's right to equal protection secured by the Fourteenth Amendment to the United States Constitution.

27. Defendants also retaliated against Plaintiff for his speech in bringing matters of public concern both personally and via letter of counsel to the Pennsbury Board, and via the filing of his Charge with the EEOC, in infringement of his rights under the First Amendment of the United States Constitution that are applicable to Defendants by way of the Fourteenth Amendment.

28. Defendant Pennsbury engaged in a pattern, practice, custom or policy of conduct violative of the rights enumerated above, with said pattern, practice, custom or policy being evidenced by, among other things, similar treatment of others because of their sexual orientation and/or protected speech.

29. Defendants, by the above referenced conduct, have violated §1983.

30. As a direct and proximate result of Defendants' violation of §1983, Plaintiff has sustained the losses and damages set forth above.

COUNT III (PHRA)

31. Plaintiff hereby incorporates by reference Paragraphs 1 through 21 above as if set forth herein in their entirety.

32. Defendant Pennsbury violated the PHRA.

33. As a direct and approximate result of Defendant Pennsbury's violation of the PHRA, Plaintiff has sustained the losses and damages set forth above.



RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in favor of Plaintiff and against Defendants:

(a) Declaring Defendants' actions to be in violation of Title VII, §1983 and the PHRA;

(b) Awarding compensatory damages to Plaintiff to make Plaintiff whole for all lost earnings, past and future, which Plaintiff has suffered as a result of Defendants' improper and unlawful treatment, including, but not limited to, past and future wages, lost earning capacity, pension and other lost benefits;

(c) Awarding compensatory damages to Plaintiff for emotional upset, mental anguish, humiliation, injury to reputation, loss of life's pleasures, and pain and suffering;

(d) Awarding Plaintiff's costs of this action, together with reasonable attorney's fees; and,

(e) Granting such other and further relief as the court deems appropriate.

Respectfully submitted,

Dated: 2/14/2020

  
Mark S. Scheffer, Esquire



# EXHIBIT A



EEOC Form 5 (11/09)

<b>CHARGE OF DISCRIMINATION</b> This form is affected by the Privacy Act of 1974. See enclosed Privacy Act Statement and other information before completing this form.		Charge Presented To: Agency(ies) Charge No(s): 530-2018-04922amended	
<input type="checkbox"/> FEPA		<input checked="" type="checkbox"/> EEOC	
<b>Pennsylvania Human Relations Commission</b> and EEOC <i>State or local Agency, if any</i>			
Name (indicate Mr., Ms., Mrs.) <b>Mr. Kevin Dorsey</b>		Home Phone (Incl. Area Code) <b>267-884-3693</b>	Date of Birth <b>10/04/1983</b>
Street Address <b>5051 Rosewood Drive</b>		City, State and ZIP Code <b>Doylestown, PA 18902</b>	
Named is the Employer, Labor Organization, Employment Agency, Apprenticeship Committee, or State or Local Government Agency That I Believe Discriminated Against Me or Others. (If more than two, list under PARTICULARS below.)			
Name <b>Pennsbury School District</b>		No. Employees, Members <b>Approx 1001-5000</b>	Phone No. (Include Area Code) <b>215-428-4100</b>
Street Address <b>134 Yardley Avenue, P.O. Box 338</b>		City, State and ZIP Code <b>Fallsington, PA 19054</b>	
Name <b>n/a</b>		No. Employees, Members <b>n/a</b>	Phone No. (Include Area Code) <b>n/a</b>
Street Address <b>n/a</b>		City, State and ZIP Code	
DISCRIMINATION BASED ON (Check appropriate box(es).) <input type="checkbox"/> RACE <input type="checkbox"/> COLOR <input checked="" type="checkbox"/> SEX <input type="checkbox"/> RELIGION <input type="checkbox"/> NATIONAL ORIGIN <input checked="" type="checkbox"/> RETALIATION <input type="checkbox"/> AGE <input type="checkbox"/> DISABILITY <input type="checkbox"/> GENETIC INFORMATION <input type="checkbox"/> OTHER (Specify) <b>Equal Pay Act</b>		DATE(S) DISCRIMINATION TOOK PLACE Earliest: <b>10/2013</b> Latest: <b>current</b> <input checked="" type="checkbox"/> CONTINUING ACTION	
THE PARTICULARS ARE (If additional paper is needed, attach extra sheet(s)):			
<b>I. BACKGROUND FACTS</b>			
1. I am a Caucasian, homosexual male in a legal same sex marriage.			
2. In or around October 2013, I was hired as a Director of Information Technology for the Pennsbury School District ("Pennsbury").			
3. In or around April 12, 2019, I was constructively discharged from my employment with Pennsbury.			
4. Throughout my career with Pennsbury, I exhibited excellent work performance and outstanding work ethic, and consistently received the highest rating of "Distinguished" on my performance reviews with the exception of my first, where I received a rating of "Proficient."			
<b>II. GENDER-HOSTILE HARASSMENT, DISCRIMINATION AND RETALIATION UNDER TITLE VII AND THE PHRA</b>			
5. From the beginning of my career with Pennsbury, I endured gender harassment, discrimination and retaliation, as well as an ongoing pattern of harassment and discrimination comprising a gender-hostile work environment.			
6. In fall, 2014, Pennsbury Assistant Superintendent Donna Dunar ("Dr. Dunar") (upon information and belief, a heterosexual female) commented to Pennsbury's then Superintendent Kevin McHugh ("Dr. McHugh") (upon information and belief, a heterosexual male) and Pennsbury Director of Special Education Sherri Morett ("Mrs. Morett") (upon information and belief, a heterosexual			



female), that I visit “girly bars.” Upon information and belief, Dr. Dunar knew I was gay from early in my employment based on widespread rumors and gossip.

7. In winter, 2016, Dr. Dunar and Assistant Superintendent Elliot Lewis (“Dr. Lewis”) (upon information and belief, a heterosexual male) called me into a meeting and told me to support a specific math program over others or else I would be given a disciplinary write-up.
8. Dr. Dunar stated to me in spring of 2016, regarding a homosexual co-worker Brian Shaffer, Elementary Principal, (“Mr. Shaffer”) that, “Brian Shaffer is a cocky gay man with a chip on his shoulder.”
9. In July 2016, Pennsbury hired a new Superintendent, William Gretzula (“Dr. Gretzula”) (upon information and belief, a heterosexual male).
10. Around the time Dr. Gretzula was hired, he requested that he and I have weekly meetings.
11. In July 2016, during one of my weekly meetings with Dr. Gretzula, I informed him that I am gay, that Dr. Dunar had made homophobic comments about me and another homosexual employee, and that I was not comfortable working closely with her going forward (“First Verbal Complaint”). He said he would look into the matter and get back to me. Dr. Gretzula never followed up with me.
12. Dr. Gretzula cancelled our weekly meetings in August of 2016. Since that time and in many instances where his involvement would be both in keeping with past practice and helpful to me or my department, he has avoided working and meeting with me.
13. Also in the fall of 2016, Dr. Dunar was investigated for discrimination and harassment based on my co-worker, Mr. Shaffer’s complaints about her. Despite having also made complaints about Dr. Dunar, I was never interviewed.
14. On or around November 16, 2016, at two different “Equity and Excellence” meetings, Dr. Gretzula shared a story using the word “faggot.” Dr. Gretzula repeated this comment several times throughout these meetings and made several administrators feel extremely uncomfortable.
15. During winter-spring 2017, I conducted monthly Future Ready meetings with the plan for the district to become a “1:1 District.”
16. The 1:1 program was my project, and its focus and purpose was to provide a Chromebook laptop to every student in the Pennsbury District grades 6-12. Pennsbury’s 1:1 program was the largest 1:1 initiative in the state of Pennsylvania.
17. Dr. Gretzula was supposed to attend the Future Ready meetings for the 1:1 program. He attended very few meetings and was wholly disengaged from the process.
18. In August 2017, the 1:1 program was deployed to students in grades 6-12 with no involvement from Dr. Gretzula, though he took credit.
19. In this timeframe, Dr. Dunar asked me to help her redecorate her new office and stated, “you are good at that.” I believe this was Dr. Dunar’s way of stereotyping me as a gay male, because I have no interest in decorating
20. In late November/early December 2017, I delivered a letter to the Pennsbury School Board (the “Board”) President, Jacqueline Redner (“Mrs. Redner”) documenting my concerns in with Pennsbury and the homophobic remark by Dr. Gretzula at the November 16, 2016 Equity and Excellence meeting (“First Written Complaint”).



21. Specifically, in my First Written Complaint to Mrs. Redner, I discussed:

- My First Verbal Complaint from July 2016 to Dr. Gretzula, that I was uncomfortable working with Dr. Dunar because of her homophobic remarks and gestures;
- That Dr. Gretzula never followed up with me about this complaint;
- Dr. Gretzula's use of the word "faggot" to relate a story at two (2) meetings in November 2016;
- Pennsbury's use of a consultant whose purported purpose at Pennsbury was to facilitate equitable technology throughout Pennsbury's student population, but who stereotyped and offended Pennsbury administrators and twice made remarks about gays during her training sessions; and,
- My fear of retaliation from Pennsbury for my complaints.

22. In December 2017, I was interviewed by Pennsbury solicitors Michael Clarke ("Solicitor Clarke") and Peter Amuso ("Solicitor Amuso") in regards to the letter and expressed concerns with confidentiality. Solicitor Clarke stated that my complaints would be very bad for my career if they ever became public, and they probably would. Solicitor Clarke informed me that I would have whistleblower protection for my complaints. I felt that Solicitor Clarke was encouraging me to drop my complaints.

23. Supervisors and Administrators at Pennsbury work under an agreement known as Act 93, which is a Compensation Plan for the Supervisors and Administrators of the Pennsbury School District ("Act 93 Agreement").

24. Dr. Gretzula told me in June 2017, as he was walking into an Act 93 Agreement meeting, that he was getting my raise and it would be passed by the Pennsbury Board later that month.

25. In June 2017, the Pennsbury Board passed a one (1) year Act 93 Agreement without the raise I was promised.

26. In January 2018, Dr. Gretzula informed an administrative team, including me, that he "will not be silenced," and will continue to tell his story against legal advice and threatened anyone who would challenge him. I understood him to mean his story using the word "faggot," and that he would continue to tell this story despite being advised by the Pennsbury Solicitor not to.

27. In or around January/February 2018, myself and two of my colleagues worked with an attorney who sent the Pennsbury Board a "cease and desist" letter dated February 9, 2018, on our behalf, regarding, in part, Dr. Gretzula's ongoing behavior in the January meeting, where he lashed out at staff to intimidate and silence them from complaining about him further. This letter requested a public reprimand of and warning to Dr. Gretzula.

28. In late February 2018, I was interviewed by a Pennsbury consultant Joe O'Brien ("Dr. O'Brien") (upon information and belief, a heterosexual male), who promised confidentiality, said he knew I wrote a letter (my First Written Complaint), and asked questions about Dr. Dunar and Dr. Gretzula and what is wrong at Pennsbury. This meeting was held in Dr. Gretzula's office while he was milling around his outer office, which created an uncomfortable, hostile interview process.

29. At a cabinet meeting on or around April 24, 2018, Dr. O'Brien presented his "communication improvement plan" in which he called me, and the two colleagues who complained with me, out by name in front of our colleagues, labeling us a "destructive force" and a "power circle." He also used our initials in his written report on the same matter.



30. While Dr. O'Brien referenced other "power circles" within Pennsbury aloud and in his report, he did not use anyone else's names or initials in his report. Dr. O'Brien threatened our jobs and our certificates. I was placed on a communication improvement plan as a result of Dr. O'Brien's report.
31. On or around April 25, 2018, I provided a memo to Director of Human Resources Bettie Ann Rarrick ("Mrs. Rarrick") (upon information and belief, a heterosexual female) entitled "Re: Harassment and Retaliation" ("Second Written Complaint.") I requested that the memo be sent to the Solicitor and Pennsbury Board President. The Pennsbury Board President never received it.
32. In my Second Written Complaint, I discussed:
  - My First Written Complaint;
  - Dr. Gretzula's statement in January 2017 that he would continue use the word "faggot" to tell his story against Board and Solicitor directives not to do so.
  - The February 9, 2018 letter from the attorney working on my behalf regarding the hostile work environment at Pennsbury; and,
  - My interview with Dr. O'Brien and his subsequent visit to a cabinet meeting to berate my colleagues and I in front of our other colleagues.
33. Neither Pennsbury nor the Solicitor ever completed an investigation into my complaints, and I never received a written summary as required by the District's Harassment Policy which provides, "The Director of Human Resources shall prepare a written report summarizing the investigation and recommending disposition of the complaint. The findings of the investigation shall be provided to the complainant, ... ."
34. In May 2018, hours before an executive session, Dr. Gretzula sent out a document suggesting the elimination of a position in my office that he created the previous year. This position is vital to the 1:1 program and as a support to my department. I believe this action was hostile and retaliatory.
35. In June 2018, I was notified that a parent in the Pennsbury community sent a Board member on Facebook a message stating generally that she (the parent) has emails from Dr. Gretzula that I (Kevin Dorsey) will never find on my "witch hunt." A few days later this parent filed a complaint against me with the Office of Civil Rights without ever having brought the issue about which she complained to my attention beforehand. I believe that her comment that she has emails from Dr. Gretzula that I, the Director of Technology, "will never find on my witch hunt" indicates that Dr. Gretzula may have been communicating with this parent about me on non-Pennsbury District email.
36. In July 2018, an employee resigned from my department. The typical practice has been when an employee resigns, for department leaders to justify whether they need to fill the position. As I looked at this issue with regard to the employee's resignation, I determined, along with other leaders in my department and directors of other departments that I could allocate the cost of his salary to other departments, where directors were hoping to raise salaries of some employees.
37. On July 4, I presented this time-sensitive plan by email as a recommendation to "small cabinet" and Dr. Gretzula. Members of "small cabinet" were generally responsive and positive about the opportunity for cost savings and redistribution.
38. On July 10, Dr. Gretzula sent back an email indicating that he had multiple concerns and required explanations for and justifications of my recommendations. I felt this reaction was beyond the norm for past practice in such situations. I felt this was continuing the hostile work environment in which I've been working since I was hired.



39. In or around January/February of 2017, I was diagnosed with high blood pressure and anxiety following a cabinet meeting, and was prescribed with medications for both conditions at that time. Since then, my medication levels have increased based on the intense anxiety I endure due to my work environment. I am now instructed by my physician to utilize my anxiety medication before meetings at Pennsbury with Dr. Gretzula or when anxiety levels increase due to the work environment.
40. Pennsbury utilizes a program titled, "Equity and Excellence" (mentioned above with regard to the November 16, 2016 meeting) which appears to be intended to promote diversity, but which in actuality, is inherently discriminatory and harassing. To wit, at an "Equity and Excellence" Administrators' meeting in May 2018, attendees were provided with empty cups and a bowl full of beads in various colors. They were directed during the meeting to add beads to their cup in colors which corresponded to their own characteristics. Some of the categories for which they were directed to select specified bead colors included: homosexuality, disability, race, gender. Then, attendees were directed to consider their own cups and the cups of others around them. Not all protected characteristics show on the surface, and this program or tool is systemically concerning given that all attendees were essentially asked to identify themselves to Pennsbury as members of protected classes – and they may not have wished to or been ready to do so.

### III. POST-CHARGE HARASSMENT, RETALIATION AND CONSTRUCTIVE DISCHARGE UNDER TITLE VII AND THE PHRA

41. I filed a Charge of Discrimination with the EEOC on July 25, 2018, dual-filed with the PHRA, captioned 530-2018-04922, which I come now to amend based on post-charge harassment and retaliation leading up to my constructive discharge on April 12, 2019.
42. Dr. Gretzula has made frivolous claims about me in an attempt to get investigations started against me and to make me subject to disciplinary write-ups. In an email to the Board, Dr. Gretzula accused me of putting nails and bolts in his tires.
43. At the September 2018 Board meeting, Dr. Gretzula announced he would be leaving his Superintendent position as of June 30, 2019. At the October Board meeting, the Board announced they were opening contract talks with Dr. Gretzula due to community push-back following his announcement at the September meeting.
44. Dr. Gretzula stopped responding to my emails in late October 2018.
45. Dr. Gretzula left me out of meetings which I should have and would have otherwise attended, and canceled all cabinet meetings.
46. Dr. Gretzula told Co-Principal Pennsbury High School, Lisa Becker ("Mrs. Becket") and Principal Makefield Elementary School, Donna McCormick Miller ("Mrs. Miller") that he would "clean house" after he got his 5 year contract.
47. Dr. Gretzula excluded me from all administrative interviews which I should have and would have otherwise attended, including the Assistant Principal at the high school, Assistant Principal at Quarry Hill Elementary School, Assistant Principal at Pennwood and Interim Principal at the high school. I was consistently involved in administrative hires until after I filed my Charge with the EEOC.
48. In October, Dr. Gretzula unnecessarily interfered with and delayed my purchase of servers. Prior to October, this process had never been interfered with or delayed. For the first time in October, I was



required to get board approval for something in my budget that didn't require a lease.

49. I provided Dr. Gretzula with my goals twice and he refused to provide me with feedback or meet with me about my goals.
50. As of early November 2018, Dr. Gretzula had a tentative contract to remain at Pennsbury after June 30, 2019.
51. Dr. Gretzula started a witch hunt on those involved with the EEOC Charges and Solicitor Clarke contacted the office of the undersigned attorney on or around November 8, 2018 regarding his intention to interview me about an unrelated event involving Dr. Gretzula which took place in June 2018. I was wholly unaware of the situation about which Solicitor Clarke's office intended to interview me.
52. My attorney indicated to Solicitor Clarke that I had no knowledge regarding the situation on which Solicitor Clarke asked to interview me. I requested through my attorney, to provide written responses to Solicitor Clarke's questions, which I did on or around November 23, 2019, indicating my total lack of information about the subject matter.
53. On or around December 19, 2019, Solicitor Clarke informed me that he needed to conduct an in-person interview of me on the same subject matter about which I provided written responses indicating my lack of knowledge.
54. The Board met in December 2018 and voted to approve a new employment contract with Dr. Gretzula effective January 1, 2019 through June 30, 2023.
55. On or around January 13, 2019, Solicitor Amuso interviewed me as requested. He asked me the same three (3) questions over and over again, which I had earlier answered in writing indicating my lack of knowledge of the subject matter on which the questions were based. The meeting lasted approximately five (5) minutes. Solicitor Amuso smiled, smirked and attempted not to laugh throughout the meeting, to my embarrassment and humiliation.
56. On or around January 22, 2019, I received a call during my workday from Mrs. Rarrick, requesting that I report to a District conference room. I was given no advanced notice of this meeting. I reported to the conference room to find Mrs. Rarrick, Solicitor Amuso and a man I did not know but who was introduced as Michael Nelson, an outside consultant. Mrs. Rarrick then accused me of resetting passwords other than my own, reading emails and listening to voicemails other than my own.
57. During this January 22 meeting Mrs. Rarrick directed me to retrieve and hand over all District-issued computer equipment, provide, against District policy, my username(s) and password(s) and leave the District. This required me to walk back and forth through my department while my direct reports looked on, to retrieve my equipment and leave the building.
58. Because my District-issued laptop computer was at my home, the District directed Mr. Nelson to follow me to my home to retrieve my laptop computer.
59. On or around January 22 or 23 I saw my doctor due to anxiety and stress and its effect on my physical and mental health.
60. My doctor provided a note stating I would be out of work as needed starting January 28, 2019.
61. Following this meeting, the District was sending District Personnel to my home to deliver emails.



62. Mrs. Rarrick informed me on or around January 29, 2019 that upon notification of my medical release to return to work, I would be placed on administrative leave pending investigation. Mrs. Rarrick told me I was not permitted on District property and would have no access to email.
63. Upon information and belief, when other District employees have been placed on administrative leave, they are simply denied access to email. My email account was completely disabled and people attempting to email me received an email in response which indicated that I did not exist in the organization, which led to rumors and further humiliation.
64. I have not worked at the District since January 22, 2019.
65. On or around February 26, 2019, Solicitor Amuso requested a meeting with me for March 5, 2019. Solicitor Amuso surmised that his "investigation" would be concluded by then. He represented that this meeting was to discuss what the District had "found." Solicitor Amuso did not refer to this meeting as a "Loudermill" meeting.
66. On or around February 26, 2019, I requested from Solicitor Amuso a written summary or report of the results of the District Investigation at least two (2) days prior to the meeting he had requested. Solicitor Amuso refused this request, as well as my request to attend by telephone, stating that my "physical presence is required." He further stated that based on the District's investigation and what I had to say in response, he would make a recommendation to the Board about me on March 7, 2019.
67. Solicitor Amuso represented that the meeting was to give me notice of "charges" and "evidence" against me, and that I could tell "my story." He indicated that before the Board makes any decisions at the meeting on March 7, 2019, he wanted to make sure the Board was aware of my side of things.
68. I attended this meeting on or around March 5, 2019. Solicitor Amuso made five (5) charges against me. I denied all of the charges against me, and stated that I would supplement my denials in writing.
69. On March 7, 2019, in advance of the Board meeting, I sent to Solicitor Amuso my supplemental responses denying the five (5) charges against me. Solicitor Amuso stated at this time that the Board would not be apprised of my responses to the charges against me, but that the responses would be reviewed with District administration. This was a contradiction to his earlier statement.
70. Upon information and belief, in this same time period, Brad McCormick, Supervisor of Instructional Technology, was stating he was now the Director of Technology (my title) and was claiming to have replaced me.
71. At the Board meeting on March 21, 2019, Solicitor Amuso placed on the agenda a Motion that the Board accepted the Statement of Charges against "employee 8985" and approved the issuance of the Statement of Charges to "employee 8985." I was aware that this pertained to me. In support of this Motion, Solicitor Amuso represented that the Board had received the Statement of Charges and found the Charges sufficient to support my termination if proven.
72. Upon information and belief, my chair and nameplate was removed for or during this meeting.
73. On or around March 23, 2019, following my request, I was provided with a copy of the Statement of Charges against me, which were identical to those provided to me at the meeting on March 5, 2019.
74. The Statement of Charges I received indicated that I had the right to elect a hearing by April 5, 2019, and that the Board would vote on whether to terminate me based upon the Statement of Charges at the Board meeting on April 25, 2019.



75. The charges set forth in the Statement of Charges are random, contrived, false and baseless allegations against me. The District did not interview me at any point while "investigating" these accusations.

76. Prior to the administrative leave on which I was placed at the end of January 2019, the work environment was intolerable. Since being placed on administrative leave, the conditions to which I have been exposed and asked to endure are equally intolerable such that I am unable to stay in my employment with the District. As of April 12, 2019, I was forced to resign from my employment with the District.

### III. DISCRIMINATORY PAY UNDER TITLE VII, THE EQUAL PAY ACT AND THE PHRA.

77. Supervisors and Administrators at Pennsbury work under an agreement known as Act 93, which is a Compensation Plan for the Supervisors and Administrators of the Pennsbury School District ("Act 93 Agreement").

78. Around the time Dr. Gretzula started, a new Act 93 agreement was signed and Act 93 employees received an annual increase. Some received larger increases than others due to Dr. Gretzula bringing people into the Act 93 Agreement off the scale, and moving others around.

79. When I requested of Dr. Gretzula in July 2016, that my salary be adjusted commensurate with my position, he me that the former Director of Technology in his last school district "would love to have [my] salary." This was an inappropriate, inapplicable response to my request.

80. Also, at the time Dr. Gretzula began working with Pennsbury, he moved my position into "small cabinet," which is a core administrative group that works closely with the Superintendent.

81. As other new members of cabinet joined "small cabinet," they were granted higher raises than the Act 93 Agreement provided. I was not granted this higher raise, and had not received this raise at the time I filed my original EEOC Charge.

82. I worked in small cabinet for approximately two (2) years, but was still not listed in the Board book as a member when I filed my original EEOC Charge.

83. The small cabinet consists of seven (7) Pennsbury employees:

- Director of IT (me);
- Beth Aldridge, Director of Pupil Services, ("Mrs. Aldridge") (upon information and belief, a heterosexual female);
- Mrs. Morett, Director of Special Education;
- Michelle Spack, Director of Elementary Education, ("Mrs. Spack") (upon information and belief, a heterosexual female);
- Mrs. Ricci, Director of Secondary Education;
- Mrs. Rarrick, Director of Human Resources; and,
- Daniel Rodgers, Business Administrator, ("Mr. Rodgers") (upon information and belief, a heterosexual male).

84. When Dr. Gretzula brought my position into "small cabinet" he promised me that my salary would be brought in line with other directors at "Level 7."

85. The Act 93 Agreement includes a Salary Matrix that sets forth "Levels" zero (0) through nine (9), which correspond to supervisory and administrative job titles and salary levels.

86. Dr. Gretzula told me in June 2017, as he was walking into an Act 93 Agreement meeting, that he was getting my raise and it would be passed by the Pennsbury Board later that month.