RELEASE AND SETTLEMENT AGREEMENT

This Agreement is entered into by and among the Twin Valley School District ("School District") and Sloane Wolfe ("Sloane") and Janelle Wolfe ("Janelle") and Robert Wolfe ("Robert"), in their individual capacities and as natural parents and legal guardians of Sloane (hereinafter referred to individually or together with Sloane as "the Releasors").

Recitals

WHEREAS, Sloane is a student who resides in the School District; and

WHEREAS, Janelle and Robert are Sloane's parents and guardians; and

WHEREAS, a dispute arose between the School District and the Releasors; and

WHEREAS, Janelle and Sloane filed a Complaint against the School District in the United States District Court for the Eastern District of Pennsylvania at docket no. 5:23-cv-04501 (hereinafter referred to as the "Complaint"); and

WHEREAS, in order to avoid the time, expense, and uncertainty of litigation, the parties hereto desire to enter into this Agreement in order to provide a full and final settlement and resolution of any and all issues, disputes, and differences between them, without trial, hearing or adjudication of any issue of fact or law, and without admission with respect to any such issue, and to terminate and conclude the Complaint and the claims set forth therein;

NOW, THEREFORE, intending to be legally bound hereby and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and among the Parties hereto that this matter shall be settled and compromised on the following terms and conditions:

Article I. Definitions. The following terms, when capitalized in this Agreement in capital letters, shall have the meaning set forth unless the context clearly indicates otherwise:

§1.1 "Agreement" shall mean this Agreement by and among the School District and the Releasors.

§1.2 "Applicable Law" shall mean applicable federal, state or local law, regulation, ordinance, policy or the holding of any court decision that is applicable to the matters addressed herein.

§1.3 "Date of this Agreement" shall mean the last date that this Agreement is signed by any party to this Agreement. This Agreement shall be presented to the Board of School Directors of the School District at the first meeting allowed following the Releasors' execution of the Agreement.

§1.4 "School District" shall mean the Twin Valley School District.

§1.5 "FAPE" means a free appropriate public education as defined in Applicable Law, including the Individuals with Disabilities Act ("the IDEA"), 20 U.S.C.A. §1400 *et seq.,* Section 504 of the Rehabilitation Act of 1973; 29 U.S.C.A. §794 ("Section 504"), and Chapters 14, 15 and 16, 22 Pa. Code, Chapters 14, 15 and 16.

§1.6 "Releasors" shall mean Janelle Wolfe, Robert Wolfe and/or Sloane, either individually or in groups of two or more as the context may suggest and in order to effectuate the broadest possible interpretation to the releases in this Agreement.

§1.7 "Party" and/or "Parties" shall mean any one or more of the parties to this Agreement and includes Sloane, the Releasors, and the School District.

§1.8 "Released Claims" shall mean:

§1.8.1 all known and unknown claims, demands, damages, actions, causes of actions, suits at law or in equity, charges, debts, dues, costs, sums of money, attorneys' fees, accounts, bills, judgments, rights, demands, or otherwise, of whatever kind or nature, accrued or unaccrued, contingent or non-contingent, arising from the beginning of time up until the Date of this Agreement, that the Releasors, or anyone claiming by, through or under the Releasors, in any way might have, or could have, against any of the Released Parties relating to the claims asserted in the Complaint, or which could have been raised in the Complaint; and

§1.8.2 all other known claims, demands, damages, actions, causes of actions, suits at law or in equity, charges, debts, dues, costs, sums of money, attorneys' fees, accounts, bills, judgments, rights, demands, or otherwise, of whatever kind or nature, known, accrued or unaccrued, contingent or non-contingent, arising from the beginning of time up until the Date of This Agreement that the Releasors, or anyone claiming by, through or under the Releasors, in any way might have, or could have, against any of the Released Parties, including:

§1.8.2.1 all claims for or because of any matter or thing, act, or omission, done or admitted or suffered to be done by the Released Parties relating to Sloane and/or Sloane's education, programs, or services, or any procedures or processes associated with said education, programs or services provided by or claimed from the Released Parties, and/or Sloane's status as a student of the School District, as well as the consequences or effects of any such matter, thing, act or omission whether occurring before or after the date hereof;

§1.8.2.2 all claims for discrimination based on age, religion, sex, race, disability, national origin, or any other protected characteristics, including claims under the Americans with Disabilities Act, the Civil Rights Act of 1866, the Rehabilitation Act, Title IX of the Education Amendments of 1972, and all state and local analogues of such statutes, including the Pennsylvania Human Relations Act;

§1.8.2.3 all claims of violations of any statute, regulation, ordinance, motion, policy, or guideline, including, (a) Section 1981; (b) Section 1983; (c) Section 1985; (d) Section 1988; (e) the anti-retaliation provisions of any statute or regulation, including, Titles IX, the Americans with Disabilities Act, the Pennsylvania Human Relations Act, or any other anti-retaliation law, provision or regulation; (f) claims under any legal theories under any of the above-stated statutes including legal theories for state-created danger, deliberate indifference, violation of substantive or procedural due process, theories for policy, practice or custom, failure to train or failure to supervise; (g) the Sunshine Act; (h) the State Ethics Act; (i) the Public School Code; (j) the Public Employee Relations Act; (k) the Child Protective Services Law; (l) the Health Insurance Privacy and Accountability Act ("HIPAA"); (m) the Occupational Safety and Health Act ("OSHA"); and (n) all other state and federal laws;

§1.8.2.4 all claims for violations of any provision of the constitutions of the United States or of the Commonwealth of Pennsylvania, including the First Amendment, the Second Amendment, the Fourth Amendment, the Fifth Amendment and/or the Fourteenth Amendment of the United States Constitution and Article I of the Pennsylvania Constitution;

§1.8.2.5 all claims for breach of contract, defamation, negligence, loss of consortium, breach of the covenant of good faith and fair dealing, misrepresentation, emotional distress, equitable and promissory estoppel, breach of fiduciary duty, fraud, and any other common law claims, whether contractual, tort or equitable in nature, under the laws of any jurisdiction;

§1.8.2.6 all claims under any education-related statute, regulation, ordinance or policy, whether federal, state or local, including the Public School Code, the Family Education Rights and Privacy Act, the Individuals with Disabilities Education Act, the Individuals with Disabilities Education Improvement Act, the regulations and/or standards of the State Board of Education or of the Secretary of Education;

§1.8.2.7 all claims under any applicable School District policy, administrative regulation or Code of Student Conduct;

§1.8.2.8 all claims for FAPE through the Date of this Agreement;

§1.8.2.9 all claims for transportation; specially designed instruction; related services; compensatory education; extended school year ("ESY") and compensatory services;

§1.8.2.10 all claims regarding or relating to least restrictive environment or the quality or nature of the facilities in which educational programing or services were provided by the School District;

§1.8.2.11 all claims for or because of any and all actions related to the matters complained of in the Complaint, or matters which could have been complained of in the Complaint;

§1.8.2.12 all claims for compensatory, punitive, liquidated, exemplary, common law or statutory damages, fines or assessments, including pain and suffering, emotional distress, humiliation, economic loss, loss of employment opportunities, and medical expenses;

§1.8.2.13 all claims in the Complaint or which could have been included in the Complaint filed in the United State District Court for the Eastern District of Pennsylvania at docket no. 5:23-cv-0450; and

§1.8.2.14 all claims for attorneys' fees and costs and expenses of any nature or type, unless and except as expressly stated in **Article III** hereof.

§1.9 "Released Parties" shall mean: (1) the School District; (2) and all entities and schools for which the school district is legally responsible ("Affiliated Entities"); (3) the School District's and Affiliated Entities' past, current, and future employees, officers, directors, agents, owners, attorneys and legal representatives, in their individual and official capacities, as well as all of their heirs, assigns, parents, subsidiaries, partners, and affiliates, as well as all of their employees, agents, owners, officers, directors, partners, legal representatives and assigns; and, (4) the School District's and Affiliated Entities' insurers. Notwithstanding anything herein to the contrary, the term "Released Parties" does

not include any entity not acting on behalf of the School District, or any individual in his or her personal capacity that is not related in any way to the course and scope of his or her employment or office with the School District. By way of clarity, this definition and the definition of Released Claims do not apply to acts or omissions by an individual outside of the course and scope of the individual's employment or office for the School District.

§1.10 "Released Party" shall mean any of the Released Parties as defined herein.

Article II. Construction and Interpretation.

§2.1 For purposes of this Agreement: (a) the words "include," "includes," and "including" shall be deemed to be followed by the words "without limitation;" (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (d) to Articles or Sections refer to the Articles or Sections of this Agreement; (e) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (f) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. In addition, "include" and "including" have the meaning stated in 34 C.F.R. §300.20.

§2.2 This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

§2.3 The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

§2.4 All parties hereto acknowledge that this Agreement constitutes a compromise settlement of the subject dispute and that the terms hereof shall not be construed as an admission on the part of either party or as a validation or invalidation of any allegations.

Article III. Consideration. In full consideration of the execution of this Agreement by the Releasors and their agreement to be legally bound by all of its terms, the Parties agree to the following terms:

§3.1 As consideration for entering into this Agreement, the School District (or its insurer) shall pay to the Releasors the amount of Sixty Thousand, Five Hundred Dollars and No Cents ($60,500.00) ("the Payment"). The Payment shall be made within twenty calendar days of the date the School Board approves this Agreement.

§3.2 The Releasors understand that if the Board of School Directors of the School District does not approve this Agreement, there is no Agreement and the Payment will not be made.

§3.3 As further consideration for entering into this Agreement, the following terms and conditions apply:

§3.2.1 as long as the School District has a "limited open forum" as defined in the Equal Access Act ('the EAA"), 20 U.S.C. §§ 4071 et seq., for non-curricular student clubs, the School District will not condition equal access to clubs who wish to conduct a meeting within that limited open forum on the students' ability to secure a willing advisor;

§3.2.2 If a club is unable to find a willing advisor, the School District will appoint a meeting proctor or other temporary advisor; and

§3.2.3 The Parties hereto acknowledge that the Retire the Raider club is functioning with an advisor. If said advisor is unable or unwilling to continue to serve, the School District will provide the Retire the Raider student club with equal access to school facilities and resources that are available to other non-curricular student clubs.

§3.2.4 Notwithstanding anything herein to the contrary, nothing herein shall be construed to (a) limit or waive the School District's right to adopt, amend, or enforce lawful policies regarding student clubs, advisors, or facility use, or (b) create any rights beyond those provided by applicable federal or state law.

Article IV. Release and Waivers.

§4.1 *Unconditional and Irrevocable General Release by the Releasors*. In exchange for the covenants and conditions contained herein and by this Agreement, the Releasors, for themselves and their dependents, heirs, executors, administrators, legal representatives and assigns, including Sloane, unconditionally and irrevocably remise, release and forever discharge the Released Parties, jointly and severally, of and from all Released Claims.

§4.2 *Acknowledgment of Broad Scope of Release*. The Releasors acknowledge that the claims, demands, damages, actions, causes of actions, and suits at law or in equity that they are releasing and discharging herein include all claims, rights and causes of action arising under any and all state and federal statutes that are related directly or indirectly to those claims arising out of any of the averments and/or causes of action set forth in the Complaint, or which could have been raised in the Complaint. It is the parties' intention that the description of the Released Claims shall be accorded the broadest possible interpretation.

§4.3 *Dismissal of Pending Action*. The Releasors shall promptly and voluntarily dismiss and/or discontinue their Complaint in the United States District Court for the Eastern District of Pennsylvania docketed at no. 5:23-cv-04501 against the School District with prejudice. Upon execution of this Agreement by all parties hereto, counsel for the Releasors shall: (1) promptly act to dismiss the Complaint; and (2) take any and all other actions required to terminate the proceedings involving the Complaint. The Releasors failure to take diligent action to terminate the proceedings involving the Complaint will constitute a breach of this Agreement.

Article V. Effective Date of this Agreement. This Agreement shall become fully effective and enforceable only when it has been fully executed by all Parties.

Article VI. Acknowledgments and Representations. The Parties expressly acknowledge and confirm that: (1) the only consideration for their signing this Agreement are the terms and provisions stated herein; and (2) no other promise or Agreement of any kind, save those set forth in this Agreement, has been made by any person or entity whatsoever to cause them to sign this Agreement.

Article VII. Satisfaction and Covenant Not to Sue. The Releasors understand, acknowledge and agree that this Agreement is in full satisfaction for all damages, real or claimed, arising as a result of any act or inaction of any Released Party and that they agree not to assert or prosecute any further

claims, lawsuits, actions, grievances or complaints before any court or administrative body against any Released Party hereunder with respect to any of their Released Claims. If the Releasors, including Sloane, do, they shall pay to the applicable Released Parties all attorneys' fees, costs and expenses incurred by the Released Parties in defending themselves against such Released Claims. The Releasors and Sloane shall each be liable for this payment regardless of which Releasor breaches this Agreement.

Article Finality. Regarding Released Claims, this Agreement shall be final and binding between the parties hereto, and shall fully and completely resolve any disputes between the Releasors and the School District. Regarding Released Claims, this Agreement may be pleaded as a full bar to any claim which the Releasors may assert against the Released Parties or any of them for any matter, cause, or thing which may have occurred before the date of execution of this Agreement.

Article VIII. Consultation with Counsel. The Parties acknowledge that they were represented by legal counsel skilled in this area of the law. The Parties further acknowledge that no promise or inducement other than those expressed in this Agreement have been made to them, and in executing this Agreement, they are not relying upon any other statement or representation made by another Party or any of their employees, board members, officials, agents, attorneys, or representatives.

Article IX. Further Acknowledgments. The Releasors have been advised of and hereby acknowledge and represent that they are aware:

§9.1 that the Releasors have received consideration for executing this Agreement, waiving all rights they have for any Released Claims and releasing the Released Parties from same, said consideration being the Consideration described in **Article III** of this Agreement;

§9.2 that the Releasors believe, represent and assert that this settlement is in the best interest of Sloane; and,

§9.3 that they know of no claims against the Released Parties other than the claims in the Complaint.

Article X. Voluntary and Knowing Execution of Agreement. The Parties acknowledge that they executed this Agreement and agreed to all of its terms freely, voluntarily, knowingly, and in accordance with the advice and recommendations of their attorneys. The Parties further acknowledge and represent that they are under no disability or impairment that would prevent or impair (a) their ability to understand this Agreement or its effects; or (b) their ability to enter into this Agreement knowingly and voluntarily.

Article XI. Joint Press Release. The Parties agree to collaborate in good faith through their respective counsel to prepare and issue a mutually agreeable joint press release regarding this Agreement and the resolution of the matter. The Parties shall confer promptly after execution of this Agreement to develop the content and timing of such release. Notwithstanding the foregoing, the failure of the Parties to agree upon or issue a joint press release shall not constitute a breach of this Agreement or give rise to any claim for damages or other relief.

Article XII. Modification and Waiver. No modification or waiver of any of the terms of this Agreement shall be valid unless in writing and approved by the Board of School Directors in compliance with Pennsylvania law.

Article XIII. Counterparts. In the event that two or more counterparts of this Agreement are executed, all such counterparts shall collectively constitute the same instrument.

Article XIV. Severability. All agreements and covenants herein contained are severable. In the event that any provision of this Agreement should be held to be unenforceable, the validity and enforceability of the remaining provisions hereof shall not be affected thereby. Any court (or arbitrator) construing this Agreement is expressly granted the authority to revise any invalid or unenforceable provision hereof in order to render the same enforceable.

Article XV. Estoppel Statement. Each Party hereby represents, warrants and certifies to the other Parties that:

§15.1 All of the facts, warranties, representations, and acknowledgements set forth in this Agreement are true and correct;

§15.2 This Agreement was entered into freely and voluntarily and was not the result of any coercion, hostile environment, or pressure of any sort;

§15.3 Each Party is justified in relying on the representation made herein by the other Parties that the facts set forth in this Agreement are true and correct;

§15.4 Each Party agrees and understands that the Parties and others intend to rely upon the statements contained herein in agreeing to the terms and conditions of this Agreement; and

§15.5 Each Party agrees that the Parties and others may justifiably rely on the statements contained herein.

[THE BALANCE OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY. SIGNATURES FOLLOW.]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, set their hands and seals on the dates indicated

Twin Valley

By: Gary McEwen Date: 9-15-2025
Board President

By: [signature] Date: 9/15/25
Board Secretary

[signature] Date: 9/10/25
Janelle Wolfe, for herself and as parent and legal guardian of Sloane Wolfe

[signature] Date: 9/10/25
Robert Wolfe, for himself and as parent and legal guardian of Sloane Wolfe

[signature] Date: 09-10-25
Sloane Wolfe