SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement") is entered into as of the date last set forth below ("Effective Date") among Rebecca Foscolo and David Smyth (collectively, "Claimants") and the Lower Merion School District (the "District"). Claimants and District are referred to in this Agreement collectively as the "Parties" and individually as a "Party," in connection with the District banning Claimants from attending Lower Merion Board of School Directors' in-person public meetings through June 30, 2027 (the "Dispute").

NOW, THEREFORE, in consideration of the covenants and agreements set forth below, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. **Prohibition Reduction**

The District shall reduce the in-person ban for Ms. Foscolo and Mr. Smyth to four months ending December 1, 2026.The District shall not reinstate the exclusions or issue any other punishment or repercussions related to Claimants' conduct at the June 15 and August 3 LMSD meetings. Claimants shall abide by all requirements that apply to any other visitor or attendee at District meetings.

2. **Publication**

The District shall make a copy of this Agreement available for public display on its website by including it as an attachment to an agenda item on the November 16 Board agenda.

3. **Release**

Claimants, for good and valuable consideration set forth herein, do hereby release and forever discharge the District, its employers, agents, representatives, successors, assigns, and insurers from any and all liability, claims, or demands relating to the Dispute in any forum.

4. **Enforcement**

Nothing in this Settlement Agreement will be construed to limit any party's right to enforce this Settlement Agreement according to its terms. If any court of competent jurisdiction determines that any provision contained in this Settlement Agreement, or any part thereof, cannot be enforced, the Parties agree that such determination shall not affect or invalidate the remainder of the Settlement Agreement.

5. **Voluntary Acceptance of Terms**

The Parties hereby declare that they fully understand the terms of this Agreement, that the terms set forth in Sections 1 through 4 of this Agreement are the sole consideration for this Agreement

and that they have voluntarily accepted said terms for the purpose of making a full and final compromise and settlement of all Parties' claims in the Dispute.

6. **No Admission of Liability**

The Parties agree and acknowledge that this Agreement is entered into with no admission of legal liability by any Party, and consideration to Claimants is made to terminate any and all alleged claims stemming from the Dispute.

7. **Construction**

It is further understood and agreed that this Agreement is a complete release agreement and that there is no written or oral understanding or agreement directly or indirectly connected with this release and settlement that is not incorporated herein. The parties understand that this Agreement constitutes the entire agreement between the parties. This Agreement shall be construed that wherever applicable, the use of the singular number shall include the plural number. Likewise, the use of any gendered term (e.g., her) shall be construed to include all other genders (e.g., them, him, etc.).

8. **Amendment by Writing Only**

This Agreement shall not be amended except by a subsequent written instrument signed by all Parties. No waiver of any provision of this Agreement shall be effective unless evidenced by a written instrument signed by the waiving Party. The waiver by any Party of any breach of this Agreement shall not be deemed to be, and shall not be construed as, a waiver of any other breach of this Agreement, regardless of whether the other breach is prior, subsequent, or contemporaneous.

9. **Multiple Counterparts**

This Settlement Agreement may be executed in counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one instrument. The transmission of a signed copy of the Settlement Agreement by one Party (or their counsel) to another Party (or their counsel) by facsimile transmission, email, or similar electronic means will have the same force and effect as delivery of the original, manually signed counterpart so transmitted.

10. **Governing Law**

This Agreement shall be governed by and construed in accordance with Pennsylvania law without regard to conflict of laws principles.

IN WITNESS WHEREOF, the Parties do hereby execute this Settlement and Release Agreement by duly authorized officials as of the Effective Date:

PLAINTIFF REBECCA FOSCOLO

By _____

Dated: 16/11/2026

PLAINTIFF DAVID SMYTH

By _____

Dated: 16/11/2026

LOWER MERION SCHOOL DISTRICT

By: _____

Title: School Board President

Dated: 11/16/26