

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is made as of July __, 2026 (the “Execution Date”), by and between Friends of Lakewood Schools (“FLS”) and the Lakewood City School District Board of Education (“Board”). FLS and the Board may be referred to collectively as the “Parties” or individually as a “Party.”

RECITALS

WHEREAS, FLS filed a lawsuit in the Cuyahoga County Court of Common Pleas, styled *State ex rel. Friends of Lakewood Schools v. Lakewood City School District Board of Education*, Case No. CV-25-127019 (the “Litigation”) alleging violations of Ohio’s Open Meetings Act, R.C. § 121.22;

WHEREAS, the Litigation includes claims related to executive sessions, meeting notice requirements, and non-public deliberations;

WHEREAS, the Board denies any and all liability or wrongdoing with respect to the claims asserted in the Litigation;

WHEREAS, the Parties desire to fully and finally resolve all disputes between them relating in any way to the Litigation.

NOW, THEREFORE, and in consideration of the covenants and promises set forth herein for other good and valuable consideration, and to avoid the time, expense, and inconvenience of litigation, the Parties agree, covenant, and represent as follows:

1. Dismissal of Lawsuit with Prejudice. Concurrently with the delivery of the executed copies of the Agreement, FLS will cause to be filed with the Cuyahoga County Court of Common Pleas a notice of voluntary dismissal with prejudice. Should there be any material breach of this Agreement by the Parties following the dismissal, each Party has the right to seek relief against the other in the Cuyahoga County Court of Common Pleas, which shall retain continuing jurisdiction over this Agreement.

2. Training. The Board members and Superintendent will participate in three (3) hours of training regarding Open Meetings Act (R.C. § 121.22) requirements by August 9, 2026. The Board’s counsel will send written confirmation to counsel for FLS after the Board members and Superintendent complete the three (3) hours of Open Meetings Act (R.C. § 121.22) training.

3. Meetings. After completing the required Open Meetings Act (R.C. § 121.22) training described in the preceding paragraph, the Board will reopen discussion and deliberation on the topic of school repurposing across no less than two publicly noticed meetings occurring no earlier than August 2026. No earlier than September 4, 2026, the Board will, at a publicly-noticed meeting, call for a vote on the issue of school repurposing in light of the discussion and deliberations that occurred at the two meetings in August 2026.

4. Settlement Amount. The Board shall pay the filing fee in CV-25-127019, which constitutes full and final satisfaction of all monetary claims arising out of the Litigation.

5. Mutual Release. Upon the filing of the notice of dismissal described above, FLS and the Board hereby release and forever discharge the other Party, its heirs, successors, assigns, elected officials, employees, attorneys, and agents from and against any and all claims, demands, actions, causes of actions, counterclaims, third-party claims, damages, costs, expenses, compensation, and any and all consequential damages, whether known or unknown, heretofore asserted or unasserted, resulting directly from, related to and/or arising out of any claims that were or could have been raised as a result of the Litigation, and any other claims, demands, or causes of action that exist between and among them as of the date of execution of this Agreement.

6. No Admission. This Agreement is entered into by the Parties solely for the purpose of compromising and settling matters in dispute. This Agreement does not constitute, nor shall it be construed as, an admission by any Party of the truth or validity of claims or contentions asserted by any other Party or as a ratification of any past conduct by any other Party.

7. Attorney Fees. The Parties agree that each Party shall be responsible for their own attorney's fees.

8. Entire Agreement. This Agreement constitutes and contains the entire agreement and understanding of the Parties concerning the subject matter hereof, and supersedes and replaces all prior negotiations, proposed agreements, or agreements, written, oral, express, or implied. Any oral representations or modifications concerning this Agreement shall be of no force or effect, and this Agreement, including this provision, can be modified only in writing in a document signed by the Parties. The Parties acknowledge there have not been any promises, representations, or warranties whatsoever (express, implied, or statutory) not contained herein and that they have not entered into or executed this Agreement in reliance upon any promise, representation, or warranty not contained herein.

9. Choice of Law and Venue. This Agreement is made under, is governed by, and shall be construed according to the laws of the State of Ohio. Any lawsuit filed regarding this Agreement shall be filed exclusively in the Cuyahoga County Court of Common Pleas and the Parties hereby waive their right to a jury trial.

10. Severability. Should any part, term, or provision of this Agreement be declared or determined by any court, arbitrator, or other tribunal of appropriate and competent jurisdiction to be invalid or unenforceable, any such invalid or unenforceable part, term, or provision shall be deemed stricken and severed from this Agreement and any and all of the other terms of the Agreement shall remain in full force and effect to the fullest extent permitted by law.

11. Counterparts. This Agreement may be executed in counterparts, and a faxed or scanned signature shall have the same force and effect as an original signature.