

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (“Agreement”) is made effective as of the date last written below (the “Effective Date”), by and between the School District of Pittsville Board of Education (the “Board), as the governing body of the School District of Pittsville (the “District”) and Amanda Vogel (“Mrs. Vogel”). Either Mrs. Vogel or the Board may be referred to as a “Party”, or, collectively, the “Parties”.

RECITALS

A. WHEREAS, in December 2025, Mrs. Vogel made a post on social media criticizing her daughter’s treatment at a District holiday music concert from December 2023 (the “Post”);

B. WHEREAS, the Post was seen by millions of online viewers and some viewers left comments on the Post which the District perceived to be threatening in nature;

C. WHEREAS, upon receipt of perceived threats related to Mrs. Vogel’s social media post, the District decided to consult with the Pittsville Chief of Police, who also serves as the District’s School Resource Officer, in an attempt to maintain the safety of students, staff, and the community in response to the perceived threatening comments on the Post;

D. WHEREAS, the Chief of Police made contact with Mrs. Vogel via two visits to her home to discuss the District’s safety concerns;

E. WHEREAS, during his contact with Mrs. Vogel, the Chief of Police acknowledged that Mrs. Vogel had a First Amendment right to her post, but also conveyed that the District had conferred with legal counsel and that she would receive a cease-and-desist letter if the Post was not removed;

F. WHEREAS, when Mrs. Vogel did not remove the Post, the District, through counsel, sent a cease and desist letter to Mrs. Vogel on December 19, 2025 (collectively, the actions set forth in Recital Paragraphs C, D, E, and F collectively constitute the “District’s Response”);

G. WHEREAS, Mrs. Vogel engaged an attorney to reply to the District’s Response;

H. WHEREAS, by letter dated March 19, 2026, the District has irrevocably and unequivocally rescinded the December 19, 2025 cease-and-desist letter; and

I. WHEREAS, in order to save the cost and uncertainty of litigation, and to fully and finally have their peace in all matters related to the Post and the District’s Response, the Parties have agreed to the compromise set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The Parties agree that the above-Recitals are true and accurate and are incorporated herein by reference.

2. Joint Statement. Mrs. Vogel and the District agree to publicly issue the joint statement attached hereto as **Exhibit A** (the “Joint Statement”) within one (1) calendar day of the Effective Date. Mrs. Vogel and the District may publicize the Joint Statement where and in whatever form they decide in their individual discretion. Each Party agrees to maintain the Joint Statement (or a link to the Joint Statement) available for a period of thirty (30) days following its initial publication. After such 30-day period, each party may, in its sole discretion, remove or continue to maintain the Joint Statement.

3. Settlement Payment. The District shall cause payment of Fifteen Thousand Dollars (\$15,000) to be made to Mrs. Vogel within fourteen (14) days of the Effective Date, whether such payment is made by the District, its insurer, or any other person or entity acting on the District’s behalf. Any such payment shall constitute full and complete satisfaction of the District’s payment obligations under this Agreement, regardless of the source of funds. Payment shall be made to Mrs. Vogel’s counsel, the Wisconsin Institute for Law & Liberty (“WILL”).

4. Mutual Release. In exchange for the covenants in this Agreement and the valuable consideration contained within this Agreement, of which the Parties acknowledge, Amanda Vogel, on behalf of herself and her representatives, attorneys, insurers, fiduciaries, and agents, past and present (the “Releasing Parties”) hereby releases and discharges the School District of Pittsville, the School District of Pittsville Board of Education, and their respective agents, representatives, insurers, attorneys, assigns, affiliates, officers, directors, board members, employees, and, collectively, their officers, directors, shareholders, attorneys, other legal representatives, insurers, fiduciaries, agents, and employees, past and present (collectively, the “Released Parties”) from any and all claims, actions, causes of action, obligations for damages (including, but not limited to, compensatory, exemplary, and punitive damages), losses, expenses, attorneys’ fees and costs and any and all other demands of every kind and nature whatsoever, whether known or unknown, suspected or unsuspected, existing or potential, relating to the Post or the District’s Response. Correspondingly, the Released Parties hereby also mutually agree to release the Releasing Parties from any and all claims, actions, causes of action, obligations for damages (including, but not limited to, compensatory, exemplary, and punitive damages), losses, expenses, attorneys’ fees and costs, and any and all other demands of every kind and nature whatsoever, whether known or unknown, suspected or unsuspected, existing or potential, relating to the Post or the District’s Response.

The foregoing notwithstanding, the Parties are not released from their respective obligations under this Agreement and nothing in this release is or shall be construed to constitute a release by either party of their obligations under this Agreement.

5. No Admission of Liability. By entering into this Agreement, the Parties do not admit, explicitly or implicitly, to any liability or wrongdoing in connection with the Post, the District's Response, or any related acts or omissions. This Agreement is entered into solely to avoid the burden, uncertainty, expense, and inconvenience of further dispute or litigation.

6. Consultation with Counsel. Each Party hereby represents and warrants that it has consulted with or been given the opportunity to consult with attorneys of its choosing regarding the terms and conditions of this Agreement and it has executed this Agreement after receiving advice or having had the opportunity to receive advice from its attorney.

7. Drafting; Interpretation. Neither this Agreement, nor any term or condition of it, shall be construed against any Party by reason of that Party or its attorneys drafting the Agreement or provision. This Agreement shall be interpreted with the plain meaning of its terms and not strictly for or against any of the Parties.

8. Modification/Waiver. No term or provision of this Agreement may be changed, modified, waived, or terminated except by a written instrument signed by all Parties. The waiver by any Party hereto of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach or of any other provision hereof, nor shall failure to enforce any provision hereof or prosecute a breach hereof operate as a waiver of such provision or breach.

9. Authority to Enter Into Agreement. The Parties mutually represent that they have the authority to enter into this Agreement on behalf of themselves and their respective Releasing Parties.

10. Counterparts. This Agreement may be executed in one or more counterparts, and/or by electronic .pdf format or facsimile signature, each of which shall be deemed an original and all of which shall constitute the same Agreement.

11. Applicable Law; Jurisdiction and Venue. This Agreement shall be governed by and construed under the laws of the State of Wisconsin (without regard to conflict of laws principles), all rights and remedies being governed by said laws. Any action to enforce or to interpret the terms of this Agreement shall be brought and maintained exclusively in the Court located in Wood County, Wisconsin, and the Parties waive any defense to the personal jurisdiction, venue and/or convenience of said court in connection with any such proceeding.

12. No Claims Have Been Assigned. The Parties each represent and warrant that they have not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Agreement. Mrs. Vogel has disclosed that she previously entered into a separate agreement with WILL wherein she has agreed to remit the payment set forth in Paragraph 3 to WILL; however, Mrs. Vogel represents and warrants that

she has the sole and exclusive authority to execute this Agreement notwithstanding her prior agreement with WILL.

13. Non-Reliance on Verbal Representations. The Parties each represent and warrant that in executing this Agreement, they do not rely and have not relied upon any representation or statement not set forth herein made by the other Party with regard to the subject matter, basis or effect of this Agreement.

14. Entire Agreement. This Agreement contains the entire agreement and understanding between the Parties concerning its subject matter. The Parties agree that if any term or condition of this Agreement is held to be invalid or unenforceable, the invalidity shall not affect any other term or condition of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement is entered into by and between the Parties as of the date last set forth below.

Dated: 6/9/, 2026


Amanda Vogel

Dated: June 9, 2026, 2026

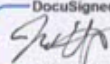
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School District of Pittsville
Board of Education
By: Jason Knott
Its: District Administrator

EXHIBIT A – JOINT STATEMENT

The Pittsville School District and Amanda Vogel have collaborated on this joint statement to clarify recent events and to move forward constructively.

The parties agree that parents have a First Amendment right to speak openly and advocate for their children. The District further acknowledges that Ms. Vogel’s social media post constituted protected speech and did not amount to harassment, intimidation, or defamation. Ms. Vogel reiterates that her post was intended to explain her family’s decision to homeschool and to speak more broadly about inclusion and the experiences some families face, not to target the Pittsville School District or its staff. She and her family value the Pittsville community and appreciate the relationships they have built over the years.

Both parties agree that any threats directed at the District, its administrators, staff, or advisors that resulted from the social media post are inappropriate and inconsistent with civil public discourse. Disagreements should be resolved through lawful public debate and established legal processes. For clarity, Ms. Vogel did not encourage or solicit outside commentary directed at the District, and after concerns were raised, she took steps to limit engagement on the post.

In order to maintain the safety of students, staff, and the community, and the District decided to consult with the Chief of Police, who serves as the District’s School Resource Officer, upon receipt of perceived threats related to Ms. Vogel’s social media post. The Chief of Police subsequently made contact with Ms. Vogel via two visits to her home to discuss those safety concerns. During those interactions, he acknowledged that Ms. Vogel had a First Amendment right to her post, but also conveyed that the District had conferred with legal counsel and that she would receive a cease-and-desist letter if the post was not removed. Upon reflection, the District recognizes that involving law enforcement in this manner may have been perceived by Ms. Vogel as intimidating, and agrees that direct communication from District officials would have been a more appropriate approach.

The District confirms that the cease-and-desist letter dated December 19, 2025, is hereby withdrawn and rescinded in full, and that no legal action will be pursued against Ms. Vogel based on her protected speech.

Both parties agree that open communication, respect for parents’ voices, and adherence to constitutional principles are essential to maintaining trust between schools and families. Going forward, the District commits to addressing parental concerns through direct communication, and both parties are committed to working collaboratively in the best interests of all students and the Pittsville community.