

SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE (“**Agreement**”) is entered into as of the Effective Date (as defined below) between the Reed Institute d/b/a Reed College (“**Reed College**,” “**Reed**” or “**the College**”), on the one hand, and the Louis D. Brandeis Center for Human Rights Under Law (“**Brandeis Center**”), “**Student A**” and “**Student B**” (collectively, “**Students A and B**” or the “**Brandeis Center Clients**” as further described below), and the Anti-Defamation League (“**ADL**”), on the other (collectively, “**the Complainants**”). The Complainants and Reed shall be referred to throughout this Agreement, and not for any other purpose, collectively as “**Parties**” and individually as “**Party**.”

RECITALS

WHEREAS, on September 23, 2024, the Brandeis Center and ADL filed a complaint with the U.S. Department of Education Office for Civil Rights (“**OCR**”) regarding Reed College, which caused OCR to assign Case Number 10242313;

WHEREAS, in their complaint of September 23, 2024, the Brandeis Center and ADL alleged violations by Reed College of Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d *et seq.* (“**Title VI**”), including violations of the rights of Student A and other Jewish students at Reed College;

WHEREAS, on May 12, 2024, Student B filed a separate complaint with OCR (collectively with the September 23, 2024, complaint, the “**Complaints**”) also alleging violations by Reed College of Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d *et seq.*, which caused OCR to assign Case Number 10242212;

WHEREAS, the Brandeis Center and the ADL are the legal representatives of Students A and B regarding all their claims that are related to, arise from, or are in any way connected to the allegations in the Complaints; confidential letters affirming Student A and Student B’s identities, counsel’s authority to execute this Agreement on their behalf, and signed by Students A and B, respectively, shall be delivered to the College concurrently with the execution of this Agreement and as a predicate for the effectiveness of this Agreement;

WHEREAS, Reed College denies the allegations that it violated Title VI and maintains that it has at all times acted consistently with Title VI but in order to avoid the risks and uncertainty of further legal action through the OCR, the Parties intend to fully, finally, permanently, and irrevocably resolve the OCR Complaints and to settle all claims by Complainants that are related to, arise from, or are in any way connected to the allegations in the Complaints or similar allegations of Title VI relating to discrimination or harassment on the basis of Jewish or Israeli national origin, shared ancestry, ethnicity, and/or religion (“**Jewish or Israeli Protected Categories**”) based on events occurring prior to the Effective Date;

WHEREAS, Reed College represents that its college-wide Discriminatory Harassment and Misconduct Policy (“**Discrimination Policy**” or “**DHM**”) applies to discrimination on the basis of, among other things, national origin, shared ancestry and/or ethnicity, and religion, and that the definition of discrimination prohibited under the Discrimination Policy includes antisemitism and

encompasses Reed's compliance with Title VI; that it relies on the OCR's guidance in complying with Title VI; that Reed's Office of Institutional Diversity ("OID") and the Bias Education & Response Team ("BERT") are responsible for education, campus communication, providing support for bias incident reports, and for improvement of the bias response process; and that the Office of Student Life, Human Resources, and the Office for the Dean of the Faculty oversee compliance with Title VI, the Discrimination Policy, and other applicable Reed policies, to ensure that Reed responds appropriately to allegations of discrimination and harassment based on any trait protected under Title VI or College policy, including among other protected classes, Jewish or Israeli Protected Categories;

WHEREAS, the Parties intend to fully, finally, permanently, and irrevocably resolve OCR Case Numbers 10242212 and 10242313 and to settle all claims by the Complainants that are related to, arise from, or are in any way connected to the allegations in OCR Case Numbers 10242212 and 10242313;

WHEREAS, the Parties expressly agree that the central purpose of this Agreement is to affirm Reed College's ongoing commitment to treat complaints of discrimination and harassment against Jewish and Israeli students in the same manner and with the same urgency as it treats complaints of discrimination and harassment against other protected groups;

WHEREAS, the Parties share a common goal of creating a safe and welcoming environment for all students—including Jewish and Israeli students—on Reed's campus, and the Parties acknowledge that Reed has voluntarily undertaken certain efforts and initiatives to achieve this goal, consistent with the Parties' commitments to the values of free speech and academic freedom, and to never tolerate harassment or discrimination, including against its Jewish and Israeli students, and that this Agreement is intended to build upon those efforts; and

WHEREFORE, in consideration of the promises and mutual covenants set forth in the Terms, the adequacy of which is hereby acknowledged by all Parties to this Agreement, the Parties agree as follows:

TERMS

- 1) Effective Date. The "Effective Date" of this Agreement means the earliest date upon which (a) all Parties have signed this Agreement or identical counterparts thereof and (b) all other conditions precedent set forth in this Agreement—which are Reed's receipt of the confidential letters affirming Student A and Student B's identities, counsel's authority to execute this Agreement on their behalf, and signed by Students A and B, respectively, and notice of OCR's closure of the Complaints—have been satisfied.
- 2) No Admission. Reed College does not admit any liability or wrongdoing in connection with this Agreement. This Agreement, any act contemplated herein, or any previously or subsequently executed term sheet or agreement shall not be construed as an admission of any liability or wrongdoing as to any person, government, or party, and no findings have been made. Further, this Agreement shall not be used in any proceeding, brought by any person, government, or party against the Releasees, as defined below, except in a proceeding

to enforce its terms.

- 3) Release. In exchange for the consideration provided herein, the Complainants hereby fully and finally waive, release, relinquish, and forever discharge any and all claims, demands, actions, suits, causes of action, obligations, damages, rights, or liabilities of any nature, kind, or description whatsoever, regardless of forum or the legal or equitable theory, that Complainants have or may have against Reed College, including its successors, assignees, and its past or current agents, employees, trustees, insurers, or any other person acting on Reed College's behalf ("**Releasees**") as of the Effective Date that relate to, arise out of, or are in any way connected to the allegations in the Complaints (the "**Released Claims**"). Except as specifically set forth herein, Released Claims include: all assigned and derivative claims arising from or related to the allegations in the Complaints, whether known or unknown, asserted or unasserted, foreseen or unforeseen, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, apparent or unapparent, pursuant to any theory of recovery, including whether based in tort, contract, constitution, statute, common law, public policy, or other legal theory, specifically including but not limited to any claim for injunctive relief or for fees or costs of any kind that relate to, arise out of, or are in any way connected to the allegations in the Complaints. Released Claims do not include claims arising from the obligations of this Agreement. This Release shall extend worldwide to all courts, tribunals, and judicial and/or adjudicatory bodies, regardless of forum. This release is intended to be as broad and all-encompassing as permitted by law. Nothing herein shall prohibit Complainants from responding to a subpoena or otherwise engaging in compliance with other legal process that may relate to the underlying matter; provided however that Complainants will provide Reed with prompt written notice of any subpoena or other compulsory legal process. For the avoidance of doubt, Released Claims do not include claims arising from events post-dating the Effective Date, regardless of any potential relationship to the claims asserted in the Complaints.

The Parties agree that this Agreement is a full, fair, and final accord and satisfaction and mutual release of the Released Claims. With respect to the Released Claims, each Party expressly and voluntarily waives and relinquishes all rights and benefits under any statutory or non-statutory law of any jurisdiction providing that a general release does not extend to claims that the Party does not know or suspect to exist in its favor at the time of executing the release, which if known by it must have materially affected its settlement. Each Party has had the opportunity to consult with and be advised by counsel regarding the meaning and effect of this release. Each Party acknowledges that this Agreement has been negotiated, drafted, and executed with the knowledge that unknown or unsuspected claims may exist and that all such claims are released and waived.

The Parties agree that this Agreement resolves all of the allegations in the Complaints, as well as any other known or suspected allegations, claims, and demands that could have been asserted in this matter by the Complainants against Releasees, as of the Effective Date of this Agreement.

- 4) Covenant Not to Sue. Each Party represents, covenants, and warrants that it shall not threaten, commence, file, initiate, institute, cause, or prosecute any action or proceeding arising out of or relating to the Released Claims. Notwithstanding the above, this covenant

does not extend to any action or proceeding arising out of or relating to a breach of this Agreement. This covenant is perpetual and binds the Parties' respective successors and assigns.

- 5) Closing of the Complaints. Upon receipt of a fully executed copy of this Agreement, the Complainants agree that this matter is resolved and OCR may close their complaints. This Agreement shall not become effective within the meaning of Term 1 until OCR has notified Reed College in writing that the Complaints have been closed.
- 6) Timing. Unless otherwise indicated in this Agreement, any action to be taken in the future shall be taken no later than 120 days after the Effective Date and any ongoing commitment shall extend for three (3) years, from the Effective Date of the Agreement.
- 7) Departments. To the extent that the Agreement refers to College offices or departments such as OID, BERT, the Office of Student Life, Human Resources and/or the Office of the Dean of the Faculty, it presumes that the responsibilities of those offices or departments in connection with complaints of antisemitism will be retained by those offices and any subsidiary departments. To the extent that those responsibilities are transferred by Reed College to another office or department, the obligations set forth in this Agreement as to the named offices or departments will also transfer to the transferee offices and/or departments.
- 8) Students. To the extent that the Agreement refers to students, it is intended to refer to all Reed College students, including full-time and part-time undergraduate students and graduate students.
- 9) Interpretation of Actions. To the extent Reed is already taking many of the actions that it commits to below, the inclusion of a term in the Agreement shall not be interpreted to mean that Reed College is not already taking the action listed in the term.
- 10) No Violation of Law. Nothing in the Agreement shall be construed as requiring Reed College to violate federal, state or local law. To the extent that any term of this Agreement in the future comes into conflict with any federal, state or local law, statute, regulation or agency guidance expressing an interpretation of a statute or regulation, or would violate any applicable collective bargaining agreement or other contractual obligation (the "**Legal Obligations**"), it shall not constitute a breach of this Agreement for Reed College to adhere to such Legal Obligations, even if they conflict with the express terms of this Agreement. Should a conflict arise between the Legal Obligations and this Agreement, Reed will propose alternatives to the Brandeis Center and the ADL that may best capture the Parties' intent with respect to fulfillment of the terms of this Agreement.
- 11) Definition of Antisemitism and Prohibition on Discrimination on the Basis of Jewish or Israeli Protected Categories
 - a) Reed's Discrimination Policy prohibits, among other things, discrimination on the basis of Jewish or Israeli national origin, shared ancestry and/or ethnicity and/or religion all of which are "protected categories" for purposes of this Agreement. The Discrimination Policy encompasses Reed's compliance with Title VI. Consistent with guidance from the U.S. Department of Education's Office for Civil Rights ("**OCR Guidance**")

concerning Title VI, Reed considers the International Holocaust Remembrance Alliance's ("IHRA") working definition of antisemitism, adopted on May 26, 2016 (hereinafter the "IHRA's working definition of antisemitism"), including its examples, to the extent the definition and examples are useful as evidence of discriminatory intent when applying the Discrimination Policy and whenever investigating or assessing claims of discrimination or harassment against Jewish and/or Israeli individuals without diminishing or infringing on its commitment to academic freedom or any right protected by Reed College, or under the Constitutions and laws of the United States and State of Oregon, including the right to engage in free speech. In all cases, the relevant investigative question is whether there has been discrimination or harassment in violation of Reed College policies on the basis of a protected category or retaliation in response to a complaint of discrimination or harassment based on a protected category including, without limitation, Jewish or Israeli national origin, shared ancestry or religion.

- b) Within ninety (90) calendar days of the Effective Date, Reed College will clarify, on a public web page centrally accessible throughout the College, that consistent with the OCR Guidance, Reed College considers the IHRA's working definition of antisemitism, including its contemporary examples, to the extent the definition and its examples are useful as evidence of discriminatory intent when applying its Discrimination Policy and whenever investigating or evaluating allegations of discrimination and harassment against Jews and Israelis on the basis of Jewish or Israeli national origin, shared ancestry, ethnicity, and/or religion, and to otherwise ensure that the web page is consistent with this Term 11.

12) Clarifying What Constitutes Prohibited Discrimination or Harassment on the Basis of Jewish or Israeli Protected Categories

- a) Within ninety (90) calendar days of the Effective Date, Reed College will add "Frequently Asked Questions" ("FAQs") relating to its Discrimination Policy which will be hyperlinked on the Discrimination Policy page and posted on the DHM landing page. The DHM FAQs will clearly state that: "The FAQs are intended to provide guidance on the application of the Discriminatory Harassment and Misconduct Policy and Reed considers the DHM FAQ to be consistent with the DHM policy."
- b) In addition to being incorporated into the Discrimination Policy, the FAQs will also be publicly accessible on Reed's website at the following location: https://www.reed.edu/guidebook/comm_pol/dhsm_policy.html.
- c) The FAQs will contain the following language:
 - i) "Consistent with U.S. Department of Education guidance including Executive Order 13899, Reed College will consider the IHRA's working definition of antisemitism, including its examples, to the extent the definition and its examples are useful as evidence of discriminatory intent when applying Reed's Discriminatory Harassment and Misconduct Policy and investigating or evaluating allegations of discrimination and harassment targeting Jews and Israelis on the basis of Jewish and/or Israeli

- religion, shared ancestry, ethnicity, and/or national origin, without diminishing or infringing on its commitment to academic freedom or any right protected by Reed College, or under the Constitutions and laws of the United States and State of Oregon, including the right to free speech”;
- ii) Language specifying that “both Jewish and Israeli identity are covered by the DHM Policy”;
 - iii) “Conduct that falls within the IHRA’s working definition of antisemitism including its examples will, provided the required elements under Reed’s DHM Policy are met, constitute prohibited discriminatory treatment or discriminatory harassment in violation of Reed’s nondiscrimination policies”;
 - iv) “For many Jewish people, Zionism is integral to their religious, ancestral and/or ethnic Jewish identity”;
 - v) “Targeting Jews on the basis of their Zionist identity for adverse treatment is a form of national origin discrimination on the basis of shared ancestry that – provided the other elements of the DHM Policy are met – constitutes prohibited discriminatory treatment or discriminatory harassment in violation of Reed College’s nondiscrimination policies”; and
 - vi) “Conduct that would violate Reed’s DHM Policy if targeting Jewish or Israeli people, and that would otherwise meet the required elements under the DHM Policy, would also violate the DHM Policy if directed toward Zionists. Using terms like ‘Zionist,’ does not insulate conduct that otherwise violates Reed College’s policies.”
- d) Within ninety (90) calendar days of the Effective Date, the Discrimination Policy will continue to include information regarding how students can file complaints alleging discriminatory treatment or discriminatory harassment in violation of the Discrimination Policy, and will include contact information for the designated Title VI Coordinator who is responsible for overseeing and ensuring complaints concerning antisemitism are properly addressed [*see* Term 14 of the Agreement below].
- i) The Discrimination Policy, including the FAQs and topics referenced in this section, and the IHRA’s working definition of antisemitism, including its guiding examples, will be incorporated into the annual training programs described in Term 18 of the Agreement.
- 13) Reed Annual Statement. The College embraces its duty to remind the campus community from time to time of its values and commitment to inclusivity, free speech, academic freedom, and its goal to never tolerate harassment or discrimination and its ongoing and past efforts and initiatives to achieve this goal. Reed will reiterate annually for at least two (2) years, in a written communication to all Reed faculty, staff, and students, that the College firmly rejects antisemitism, including discrimination and harassment against Israeli or Jewish students and that such discrimination or harassment will not be tolerated at Reed. The reaffirmation of the College’s commitment to inclusivity for its Jewish and Israeli students

will be informed by the Joint Statement on Anti-Semitism issued by the University of Illinois Urbana-Champaign on November 16, 2020, and will include a link to the Discrimination Policy and the explanatory language in the FAQs as delineated in Term 12. The statement will include language substantially similar to the following:

- a) Reed College condemns antisemitism in all its forms. Discrimination or harassment on the basis of Jewish religion, shared ancestry, shared ethnicity, and/or Israeli national origin will not be tolerated. Reed College recognizes Zionism is a key component of the shared ancestral and ethnic identity of many Jewish people, including many Jewish students on our campus. Efforts to stigmatize Zionism and make any member of the Reed community feel unsafe or unwelcome expressing this aspect of their Jewish identity is contrary to Reed College's basic values of mutual respect and inclusion. Reed College must remain a place for the free and open exchange of ideas. It is never acceptable to harass, intimidate, marginalize, exclude, or demonize any part of the College community on the basis of identity; and the College will safeguard the right of all students to access college services and educational opportunities free from harassment and discrimination; and
- b) Reed College will treat complaints of discrimination and harassment against Jewish and Israeli students in the same manner and with the same urgency as it treats complaints of discrimination and harassment against other protected groups.
- c) The statement will also include the sentence "Consistent with OCR guidance, including Executive Order 13899, Reed considers the IHRA's working definition of antisemitism, including its examples, to the extent the definition and its examples are useful as evidence of discriminatory intent when applying Reed's Discriminatory Harassment and Misconduct Policy and when evaluating allegations of harassment or discrimination against Jews and Israelis based on Jewish and/or Israeli shared ancestry or ethnicity, religion and/or national origin."

Reed will share this annual reaffirmation on the College's public-facing website.

14) Title VI Coordinator and Staff Responsible for Addressing Reports of Discrimination, Including Antisemitism.

- a) To further its commitment to creating an inclusive community, Reed agrees to appoint a Title VI Coordinator housed within the Office for Student Life, and to provide additional resources, including staff, as may be needed to support the work of the Title VI Coordinator.
- b) The Title VI Coordinator will oversee Reed's compliance with Title VI, including ensuring that the College responds adequately and consistently to allegations of discrimination and harassment based on all protected traits, including allegations of antisemitism; to ensure that Title VI and Reed's policies continue to be enforced equally,

applying the same standards for all students, including Jewish and Israeli students; to review and implement OCR Guidance and applicable law; to recommend policy updates relating to Title VI; to coordinate the investigation of Title VI allegations as outlined in the Discrimination Policy, working to ensure consistent enforcement of the Discrimination Policy; and to ensure complainants and those accused of misconduct are appropriately supported.

- c) Reed will continue to employ at least one staff person within the OID, BERT, the Office for Student Life, Human Resources, and the Office of the Dean of the Faculty, who has experience dealing with complaints of discrimination and harassment based on Jewish or Israeli Protected Categories and who will handle or supervise complaints of discrimination and harassment based on Jewish or Israeli Protected Categories. In lieu of experience, the above offices may staff or supervise the staffing of such complaints with a person who has completed training provided by the Brandeis University President's Initiative on Antisemitism.
- d) Reed will update its website to clarify and explain that bias complaints alleging harassment or discrimination involving protected characteristics covered by the Discrimination Policy, including complaints of antisemitism, should be made directly to the Title VI Coordinator and provide contact information and access to a reporting form.
- e) Pursuant to Term 18, the Title VI Coordinator will participate at least once in training focused on recognizing and combating antisemitism and the IHRA's working definition of antisemitism including its contemporary examples provided by Brandeis University's President's Initiative on Antisemitism, the cost of which shall be covered by Reed. The training shall be mandatory.

15) Independent Consultant.

- a) Reed will hire an independent consultant to assist the College in evaluating Reed's response to complaints of discrimination and harassment based on Jewish or Israeli Protected Categories for a period of three (3) years. Reed will consult with the Brandeis Center and the ADL in selecting the consultant; the Brandeis Center and the ADL agree to respond promptly to such requests for consultation from Reed.
- b) The consultant will review Reed's implementation of the OCR Guidance, including the use of the IHRA's working definition of antisemitism and its accompanying examples, to verify that Title VI and Reed's Discrimination Policy are enforced equally, applying the same standards for all students, including Jewish and Israeli students.

The consultant will produce an annual community report, to be available on Reed's public-facing webpage for the next three (3) years concerning Reed's response to reports of discrimination or harassment based on Title VI-protected traits. The written report will include aggregate data of the number of reports and/or complaints based on Title VI-protected traits and related potential violations of the Discrimination Policy. The written

report will include identification of the protected characteristic(s), conclusions and recommendations made on complaints, and ultimate disciplinary measures or other outcomes, with appropriate redactions to remove personally identifiable information and provided the disclosure of such reports would not violate the Family Education Rights and Privacy Act (“**FERPA**”) or lead to the ability to identify a particular matter or student. Allegations of antisemitism will be presented together in a separate section of the annual report, along with separate sections for other protected classes to the extent the information can be provided without violation of FERPA or could lead to the ability to identify a particular matter or student. The annual written report will contain sufficient information to allow a comparative assessment of the responses by the College to complaints raising allegations of antisemitism or Israeli national origin and responses to claims raising allegations of other forms of discrimination, including decisions not to investigate. The consultant will share a link to the report and findings with the Brandeis Center and the ADL.

- 16) Time, Place and Manner, and Other Rules Concerning Protests. Reed will clarify its guidelines on Dissent and Campus & Building Access as follows to prevent disruption of teaching, learning, and operations of the College without diminishing or infringing on its commitment to academic freedom or any right protected by Reed College or under the Constitutions and laws of the United States and State of Oregon, including the right to engage in free speech.
 - a) Reed will continue to place reasonable limitations on demonstrations and protests, including protest marches, in classrooms and other spaces in use for instruction; libraries or other spaces designated for study, quiet reflection, and small group discussion; residence halls, or dining halls where students live and take their meals; or other places in which demonstrations and protests would interfere with the right of the College to conduct its affairs in an orderly manner and to maintain its property, and the College’s obligation to protect the rights of all to teach, study, and freely exchange ideas. Reed further affirms that violations of its policies or guidelines are subject to appropriate sanction, including disciplinary measures.
 - b) Reed faculty and staff will not cancel classes, excuse attendance, or apply incentives or disincentives for students to attend campus protests during class time. Reed further affirms that violations of these basic academic principles may be subject to the terms outlined in the Faculty Rules of Procedure Relating to Non-Sexual Harassment/Misconduct. Nothing in this term is intended to restrict academic freedom or Reed community members’ speech rights, nor prevent faculty and teaching staff’s recognized ability to reasonably control their class schedules or attendance expectations.
 - c) Reed will, within ninety (90) days of the Effective Date, clarify its Campus & Building Access and Non-Commercial Solicitation guidelines to remind the campus community that (i) any individual wearing a mask on campus is required to identify themselves by presenting a Reed ID upon request by any member of the College community; (ii) students, including student group members, who refuse to identify themselves will face appropriate sanctions, including the potential loss of official Reed recognition status for student organizations clubs, and other disciplinary measures; and (iii) the use of masks to conceal

identity for the purpose of evading or escaping discovery, recognition, or identification in the commission of violations of College policy or applicable law is prohibited.

- d) Reed will continue to place appropriate limits on protest activity and demonstrations by non-students and other people unaffiliated with the College. Any people unaffiliated with the College who violate its policies or guidelines will be barred from Reed's campus.

17) Academic Commitments. Reed will strive to create additional academic resources and opportunities to the study of antisemitism, Hebrew language, Israel and Judaic studies. Reed will ensure that these resources are not employed to marginalize or discriminate against students who are or are perceived to be Jewish or Israeli. Prior to the start of the 2026-2027 academic year, Reed will continue or establish an official partnership, subject to reaching agreement with a partner university on standard terms, to offer Reed students the opportunity to earn academic credit subject to ordinary academic approval processes, at one or more of the following Israeli universities: Ariel University, Bar-Ilan University, Ben-Gurion University of the Negev, The Hebrew University of Jerusalem, Reichman University (IDC Herzliya), Technion – Israel Institute of Technology, Tel Aviv University, The University of Haifa, and The Weizmann Institute of Science.

18) Antisemitism Training. Beginning in the 2026-2027 academic year, Reed will continue its efforts to offer broadly to the Reed campus, including faculty, annual educational programming that is focused on recognizing and combating antisemitism. The training programs enumerated below, among other things, will: (i) explain Reed's applicable policies and procedures, how to report harassment, and steps Reed will take in response to alleged harassment or discrimination; (ii) provide notice as to how to access Reed's applicable policies and offices, including its Discrimination Policy and BERT; and (iii) include the IHRA's working definition of antisemitism including its examples and the DHM FAQ pursuant to Terms 11 and 12 of this Agreement.

- a) Reed will provide annual training on prohibitions on discrimination and harassment, including based on religion, national origin, and shared ancestry for all incoming students, including present-day or recent examples of the prohibited discrimination and harassment based on Jewish or Israeli national origin, shared ancestry and/or ethnicity and/or religion experienced by Jewish and Israeli students at colleges and universities. The training will be mandatory. Reed will consult with the ADL and the Brandeis Center and consider in good faith the Brandeis Center's and the ADL's recommendations for training materials and modules.
- b) Reed will provide annual training on prohibitions on discrimination and harassment, including based on religion, national origin and shared ancestry for student orientation leaders, recognized student organization and student club signators, and resident life house advisors, including examples of discrimination and harassment against Jews and Israelis that would violate Reed's policies. The training will include present-day or recent examples of the prohibited harassment and discrimination based on Jewish or Israeli national origin, shared ancestry and/or ethnicity and/or religion experienced by Jewish and Israeli students at colleges and universities. The training will be mandatory. Reed will consult with the ADL and the Brandeis Center and consider in good faith the Brandeis

Center's and the ADL's recommendations for training materials and modules.

- c) Within the next two (2) academic years, to the extent they have not already participated, the Title VI Coordinator, Senior Staff, current BERT staff, and other designated staff, who are responsible for investigating or addressing Title VI complaints, will participate in at least one training focused on recognizing and combating antisemitism and the IHRA's working definition of antisemitism, including its contemporary examples, provided by the Brandeis University President's Initiative on Antisemitism. The training will be mandatory.
 - d) Reed will offer training on prohibitions on discrimination and harassment, including based on religion, national origin and shared ancestry, for all Reed faculty and teaching staff, including present-day or recent examples of the prohibited discrimination and harassment based on Jewish or Israeli national origin, shared ancestry and/or ethnicity and/or religion experienced by Jewish and Israeli students at colleges and universities. The training will be mandatory. Reed will consult with ADL and Brandeis Center and consider in good faith Brandeis Center's and ADL's recommendations for training materials and modules.
 - e) Reed will provide annual training based on prohibitions on discrimination and harassment, including based on religion, national origin and shared ancestry for all members selected by the Student Senate to serve on the Judicial Board, including training on present-day or recent examples of the prohibited discrimination and harassment based on Jewish or Israeli national origin, shared ancestry and/or ethnicity and/or religion experienced by Jewish and Israeli students at colleges and universities. The training will be mandatory. Reed will consult with ADL and Brandeis Center and consider in good faith Brandeis Center's and ADL's recommendations for training materials and modules.
- 19) Discipline and Enforcement. Reed will continue to enforce its policies and guidelines, including those related to Time, Place or Manner Rules in Term 16 and the responsibilities carried out by the Title VI Coordinator as outlined in Term 14, as follows:
- a) Reed will continue to enforce its policies and guidelines using the applicable review process, for any members of the College community who violate Reed's policies and guidelines. Reed will administer discipline, including disciplinary measures where appropriate, commensurate with the gravity of the violation to students who have engaged in violations of College policy.
 - b) Reed will continue to publicly share Judicial Board outcomes on an aggregated, anonymized basis, to the maximum extent allowable under FERPA. Reed will also make public any Judicial Board outcomes related to student organizations (as opposed to individuals) to the maximum extent that doing so would be allowable under FERPA and where, as determined in Reed's sole discretion (to be exercised reasonably), disclosure would not tend to disclose the identity of the complainant. The aggregated, anonymized data will be shared with the independent consultant described in Term 15.
 - c) Reed will disclose to student complainants, to the maximum extent permissible consistent with the requirements of FERPA, the outcome of any Title VI related

complaint related to Jewish or Israeli Protected Categories, and the action, if any, taken as a result of the complaint.

- d) In any investigations of complaints of discrimination or harassment based on Jewish or Israeli Protected Categories, investigators' reports will include reference to the applicability of the IHRA's working definition of antisemitism, including its contemporary examples.

20) Commitment to Fostering Jewish Identity and Inclusion at Reed.

- a) No later than the start of the 2026-2027 academic year, Reed will continue to maintain and add resources and programming in the OID and/or the Office of Student Life about Jewish identity, including the Zionist component of Jewish ancestral and religious identity, and an explanation of the IHRA's working definition of antisemitism, including its examples, with reference to longstanding OCR guidance about how the U.S. Department of Education applies the IHRA working definition of antisemitism with its examples. Reed will consult with the Brandeis Center and the ADL, as well as the Jewish Federation of Portland or Portland Hillel and will consider recommendations from those organizations in good faith in selecting these resources and will retain sole discretion over its selection of resources and programming. Reed will also provide such materials online when reasonable to do so, and in all programs with the imprimatur of the "Office of Institutional Diversity" and/or the "Office of Student Life" and on equal footing with other Reed resources.
- b) Reed will continue to evaluate its 2026 Sense of Community survey as to student life and experiences that promote or diminish community members' sense of inclusion and community. Reed will conduct a survey for the subsequent two (2) academic years which will include questions regarding the climate for Jewish and Israeli students and their experience with harassment and discrimination based upon Jewish or Israeli shared ancestry, ethnicity, religion and/or national origin. Reed will take prompt action to respond to any campus climate concerns regarding discrimination or harassment that are identified in said survey. Reed will share the results of the survey with the Reed community and provide a link to the ADL and the Brandeis Center within 120 days of the completion of the survey, to the maximum extent permissible consistent with compliance with FERPA.

21) Complete Investigation of Incidents Targeting Student A. Reed represents that it will continue its efforts to investigate the alleged incidents of destruction of property and rock throwing against Student A, and will evaluate and take appropriate measures including discipline of any community member if actionable findings of any investigation are made. Reed will provide Student A with a confidential summary report within ninety (90) days of the Effective Date that includes factual findings of its investigation, recommended supportive or remedial measures to address individual and structural harms, including disciplinary sanctions if consistent with investigative findings, and a timeline for implementation of remedial measures that does not exceed six (6) months. Student A may share said summary report with their legal counsel.

No later than sixty (60) days after the Effective Date, Reed will provide Student A with a status report on the ongoing investigation and appropriate measures taken to date, which they may share with their legal counsel.

- 22) Apology. Reed will issue a private written apology to Student A, which shall remain confidential.
- 23) Continuation of Studies by Student B. No later than the Fall semester of 2029 and at their sole discretion, Student B may continue studies at Reed College to complete their Master of Arts in Liberal Studies. Student B will provide notice to the College no later than ninety (90) days before the semester in which Student B plans to resume their studies. The College will then provide Student B with—and will maintain—equal access to the courses, a suitable thesis advisor, enrollment status, and all other ordinarily provided resources and educational opportunities that are provided to other Reed College graduate students, subject to the same academic and community standards.
- 24) Public Statements by Parties About the Agreement. Upon the Effective Date, in exchange for the mutual promises and warranties as set forth herein, the Parties shall simultaneously issue public statements about the Agreement at an agreed upon time. Nothing in this Agreement shall prevent the Parties or their counsel from otherwise publicly commenting on the terms of this Agreement truthfully and accurately or on their views thereof, with the exception of commenting on or disclosing any protected mediation communications or the mediation process.
- 25) Applicability to All Reed Schools and Programs. For the avoidance of doubt, this Agreement applies to all schools, departments, and programs within Reed College.
- 26) Choice of Law. This Agreement is deemed entered into in the state of Oregon and shall be governed by Oregon law, except where federal law governs.
- 27) Dispute Resolution. No individual or entity other than the Parties to this Agreement may seek to enforce this settlement agreement. If either party reasonably believes that the other is in violation of the terms of the Agreement, it shall provide prompt written notice to the other Party and identify with specificity the portion or portions of this Agreement about which it has concerns. The Parties shall engage in good faith efforts to resolve the issue within sixty (60) days of receipt of the written notice, before seeking further action. If good faith efforts to resolve the matter are unsuccessful, the binding arbitration in Portland, Oregon, before a single arbitrator from the American Arbitration Association (“AAA”), applying AAA Commercial Rules, without giving the arbitrator the power to award attorney fees. A Party may only commence arbitration after all good faith efforts to resolve the matter through negotiation have been exhausted.
- 28) Breach. The Complainants and Reed College understand that if a material breach of the Agreement occurs, the Complainants have the right to file a new OCR complaint based on the original allegations in the Complaints. To be considered timely, the new complaint must be filed either within 180 calendar days of the date of the alleged discrimination or within sixty (60) calendar days of the date the complainant obtains information that a breach

occurred, whichever date is later. If a new timely complaint is filed, OCR will not address the alleged breach of the Agreement. Instead, OCR will determine whether to investigate the Complaints' original allegations.

- 29) Severability. The Parties agree that if any of the provisions contained in the Agreement are declared illegal, unenforceable, or ineffective by a legal forum of competent jurisdiction, such provisions shall be deemed severable, such that all other provisions shall remain valid and binding upon the Parties.
- 30) Waiver. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.
- 31) Full Capacity. Each Party's representative executing this document represents that he or she has the full mental and physical capacity and legal authority to enter into, execute, and perform this Agreement and resolve the Complaints. Each Party is the sole holder of all claims and has not assigned or transferred any interest, in whole or in part, of any claim.
- 32) Entire Agreement. This is an enforceable Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the settlement of these matters and supersedes all previous communications, representations, agreements or understandings, either oral or written, between the Parties with respect to the settlement of the Complaints, other than the Parties' Agreement to Participate in OCR Facilitated Mediation. This Agreement contains the complete, full, and exclusive understanding of the Parties as to the settlement of the Complaints and all prior or contemporaneous written or oral agreements with respect to the settlement of the Complaints are merged herein. Each Party expressly disclaims any reliance on any representations, warranties, or inducements of the other Party.
- 33) Inurement. This Agreement shall extend and inure to the benefit of the Parties and their respective successors and assigns and be binding upon the Parties and their respective successors and assigns. The Parties agree that no person, government, or party other than the Parties shall be a third-party beneficiary of this Agreement, with the sole exception that the Releasees are intended third-party beneficiaries of the release contained in Term 3. For avoidance of doubt, nothing contained in this Agreement shall constitute a release of any of Reed's claims, rights, or causes of action against its insurers, reinsurers, and brokers.
- 34) Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original hereof, but all of which together shall constitute one and the same instrument. Delivery of signatures by means of facsimile or electronic mail shall be as effective as original signatures.
- 35) Comprehension. Each Party acknowledges that it has been represented by independent legal counsel of its own choice throughout the negotiation, drafting, and execution of this Agreement. Each Party also acknowledges that it has executed this Agreement with the consent and on the advice of such independent legal counsel. Each Party further

acknowledges that it and its counsel have had adequate opportunity to make whatever investigation or inquiry they may deem necessary or desirable in connection with the subject matter of this Agreement before executing it. Each Party has authorized and directed its respective legal counsel to execute and deliver such other and further documents as may be required to carry out the terms and conditions of this Agreement. The Parties represent and warrant that they have read and been advised by competent counsel regarding this Agreement, that they understand this Agreement's provisions and legal effect, that they understand their rights and obligations, and that they are knowingly, willingly, and voluntarily entering into this Agreement.

- 36) Construction and Interpretation. Both the Parties and their counsel have reviewed and participated in drafting this Agreement, and the rule of construction that any ambiguities are to be resolved against the drafting Party shall not be employed in interpreting this Agreement. This Agreement has been and shall be construed as having been drafted by all Parties.

The section headings are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of, or otherwise used to interpret or construe, this Agreement.

- 37) Amendment and Modification. This Agreement may not be amended or modified except in writing signed by all Parties to this Agreement. No other act, document, usage, or custom shall be deemed to amend or modify this Agreement.
- 38) No Agency. This Agreement shall not and does not create a relationship of principal and agent, partnership, or joint venture between the Parties. The Parties shall not under any circumstances act as or represent themselves to be such.
- 39) Cooperation. The Parties (a) acknowledge that it is their intent to consummate this Agreement and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement.
- 40) Exhibits. All Exhibits to this Agreement are material and integral parts hereof and are fully incorporated herein by reference. Notwithstanding the foregoing, in the event that there exists a conflict or inconsistency between the terms of this Agreement and the terms of any Exhibit attached hereto, the terms of the Agreement shall prevail.
- 41) Privileges. Nothing in this Agreement, or in the negotiations relating thereto, is intended to or shall be deemed to constitute a waiver of any applicable privilege or immunity, including, without limitation, attorney-client privilege, joint-defense privilege, or work product protection.
- 42) Notices. All notices relating to this Agreement shall be delivered via email or first-class mail to the persons below, subject to updates from time to time.

For Reed:

The Office of the President

Reed College

3203 SE Woodstock Blvd.

Portland, OR 97202

presidentsoffice@reed.edu

With copies to:

Andrea H. Thompson

Partner

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760 SW Ninth Ave., Suite 3000

Portland, OR 97205

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503-294-9271

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For Brandeis Center and the Brandeis Center Clients:

Denise Katz-Prober

Special Counsel

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Washington, DC 20006

info@brandeiscenter.com

For ADL:

Rachel Grinspan

Director, Litigation Counsel

Anti-Defamation League (ADL)

605 Third Avenue

New York, NY 10158

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

THE REED INSTITUTE

Dr. Karel

By: *Deborah Kamali*

Its: *Chair, Board of Trustees*

Date: *July 16, 2024*

LOUIS D. BRANDEIS CENTER FOR HUMAN RIGHTS UNDER THE LAW, *for itself and on behalf of Students A and B as their counsel.*

By: _____

Its: _____

Date: _____

THE ANTI-DEFAMATION LEAGUE, *for itself and on behalf of Students A and B as their counsel.*

By: _____

Its: _____

Date: _____

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

THE REED INSTITUTE

By: _____

Its: _____

Date: _____

LOUIS D. BRANDEIS CENTER FOR HUMAN RIGHTS UNDER THE LAW, *for itself and on behalf of Students A and B as their counsel.*

By:  _____

Its: ~~Chairman and Chief Executive Officer~~

Date: July 16, 2026

THE ANTI-DEFAMATION LEAGUE, *for itself and on behalf of Students A and B as their counsel.*

By:  _____

Its: VP, National Litigation

Date: July 16, 2026