

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 Boulder Valley School District (“BVSD”), the Anti-Defamation League (“ADL”), and Parents of “Student A” on behalf of “Student A” (collectively, “the Complainants”). The Complainants and BVSD shall be referred to throughout this Agreement, and not for any other purpose, collectively as “Parties” and individually as “Party.”

WHEREAS, on June 11, 2026, the ADL filed a complaint with the U.S. Department of Education Office for Civil Rights (“OCR”) regarding BVSD, which caused OCR to assign Case Number 08-26-1660;

WHEREAS, in their complaint of June 11, 2026, the ADL alleged violations by BVSD 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 attending BVSD, and the ADL made additional allegations under other Federal and State laws;

WHEREAS, on August 13, 2026, counsel for the Parents of Student A, Jennifer Weiser Bezosa, filed a complaint with OCR against BVSD alleging violations of Section 504 of the Rehabilitation Act and Title II of the Americans with Disabilities Act, which has been assigned Case Number 08-26-1773;

WHEREAS, to avoid the risks and uncertainty of further legal action through the OCR process, the Parties’ intent is to fully, finally, permanently and irrevocably resolve the OCR Complaints and to settle all claims by Complainants as addressed in this Agreement;

WHEREAS, the Parties share a common goal of creating a safe and welcoming environment for all students – including Jewish students – and the Parties acknowledge BVSD will voluntarily undertake certain efforts and initiatives to achieve this goal, consistent with the Parties’ commitments to never tolerate harassment or discrimination, including against BVSD’s Jewish students, and that this Agreement is intended to build upon these 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 day upon which all Parties have signed this Agreement.
- 2) 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 against BVSD, including its successors, assignees, and its past or current agents, employees, trustees, insurers, or any other person acting on BVSD’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 or that were or could have been raised with any federal or state agency or court related to the Student's enrollment in and receipt of educational services from the School District (the "Released Claims"). Released Claims do not include claims arising from the obligations of this Agreement. 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. 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 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.

- 3) 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.
- 4) Closing of the Complaint. Upon receipt of a fully executed copy of this Agreement, the Complainants agree that this matter is resolved, they will withdraw any other pending complaints, and OCR will close Complaint Numbers 08-26-1660 and 08-26-1773.
- 5) Timing. Unless otherwise indicated in this Agreement, any action to be taken in the future shall be taken no later than 90 days after the Effective Date with the exception of training that will be completed within 180 days for staff and within the current school year for students.
- 6) Departments. To the extent that the Agreement refers to BVSD Departments responsible for receiving, overseeing, investigating, reviewing and/or evaluating materials, documents, claims and incident reports in connection with complaints of antisemitism those duties will be retained by those offices and any subsidiary departments. To the extent that those responsibilities are transferred by BVSD 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.
- 7) Messaging and Communications. BVSD commits to the following external communications centered around issues related to fighting and preventing antisemitism and their efforts to effectively address harassment, bullying and/or discrimination of Jewish students. In addition to the communication sent by the Superintendent to the BVSD community on August 11, 2026, BVSD commits to at least two additional communications during the 2026-2027 school year and one in the 2027-2028 school year to be disseminated to all BVSD educational stakeholders, including administrators, teachers, faculty, employees, students, and families to address:
 - a. BVSD's commitments to addressing antisemitism and other forms of discrimination and harassment;
 - b. BVSD's Reporting Mechanisms, including Safe2Tell and the District's reporting form as well as direct contacts in the District, including how to engage with the District's Title VI Executive Director and Compliance Officer and/or Office;
 - c. A link to the webpage (detailed in Section 8(b) of the Agreement);

- d. Expectations for school and District leaders in investigating and addressing allegations of discrimination and harassment; and,
- e. Details on structural changes to improve BVSD's receipt of and response to allegations of discrimination and harassment.

8) System and Policy Changes.

- a. BVSD commits to updating the Board of Education's policies, subject to required Board approval, to clarify the application of nondiscrimination and harassment provisions to acts of discrimination and harassment on the basis of national origin and shared ancestry.
- b. BVSD will create a comprehensive webpage that centralizes resources for staff, families, and students regarding antisemitism. This website page will include the following definition of antisemitism: "Antisemitism is a certain perception of Jews, which may be expressed as hatred toward Jews. Rhetorical and physical manifestations of antisemitism are directed toward Jewish or non-Jewish individuals and/or their property, toward Jewish community institutions and religious facilities." The webpage will also clarify and explain that complaints alleging harassment or discrimination involving protected characteristics, including complaints of antisemitism, are covered by BVSD District Policies, and should be made directly to the Title VI Executive Director and Compliance Officer via the online reporting system. Contact information for other designated District leads will also be identified. This webpage resource is a living document that may be updated, and will be available to the community for at least the next three years.
- c. The link to said webpage will be accessible in BVSD's "Make a Report/Helpful Resources for Families section" and will refer back to Board Policies AC and JDHB for further clarification regarding BVSD's nondiscrimination and bullying policies.
- d. BVSD will designate an executive level staff member, in addition to the Compliance Officer, to serve as the School District's Title VI Executive Director. The Title VI Executive Director will participate in training focused on recognizing and combating discrimination and harassment, including antisemitism (See Section 12 of the Agreement). The Title VI Executive Director and Compliance Officer will work together to provide system oversight and intervention, including by constructing an employee/school reporting mechanism to assure that all allegations involving antisemitism are brought to the School District's central leadership attention. (See Section 9 of the Agreement).
- e. The above referenced definition of antisemitism, along with trainings on antisemitism (delineated in Section 12(b) of this Agreement) and Board Policy will be utilized by the Title VI Executive Director, Compliance Officer and any individuals assigned to investigate, review or evaluate reports or complaints of harassment, bullying and/or discrimination based upon Jewish shared ancestry or ethnicity, religion and/or national origin.
- f. BVSD will create a reporting structure and expectation for schools to report all allegations of antisemitism immediately to the Title VI Executive Director and Compliance Officer.

- g. BVSD will clarify in Board Policy JDHB or via Employee Handbook or Policy Guidelines that employees may be subject to discipline for failing to report incidents of antisemitic harassment, bullying and/or discrimination to school leaders.
- h. BVSD will further clarify in Board Policy JDHB and/or training materials that schools should design supportive measures that best serve students and consider the impact of such measures on students, particularly any targeted student. When necessary while schools are investigating and/or working to remediate bullying or harassment incidents with appropriate interventions, supportive measures may include working to minimize the potentially negative consequences a targeted student may face from missing required or voluntary educational programs or activities.

9) Reporting.

- a. The School District's Title VI Executive Director and Compliance Officer will produce an annual community report, to be available on BVSD's public facing webpage for the next three (3) years concerning BVSD's response to allegations of discrimination and harassment on the basis of national origin and shared ancestry and include data about the number of antisemitic incident reports at BVSD schools. A link to this report will also be included on the website created in Section 8(b). The written report will include aggregate data of the number of reports and/or complaints based on protected class and related potential violations of BVSD Non-Discrimination and Bullying Policies. The aggregate data will be pulled from all District reports and/or complaints. The written report will include identification of the protected classes, 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"). Allegations of antisemitism will be presented together. The annual written report will contain sufficient information to allow a comparative assessment of the responses by BVSD to allegations and complaints of antisemitism or harassment on the basis of Jewish shared ancestry or ethnicity, religion and/or national origin compared to other forms of discrimination and harassment.
- b. BVSD will review all complaints and entries into the student information system at least monthly during an internal leadership meeting. To assure proper documentation of incidents, BVSD will review all incidents coded as discrimination and harassment and will also run at least bi-monthly searches for language associated with antisemitism. The language searches will be created and updated by the Title VI Executive Director and Compliance Officer based on training on antisemitism and considering in good faith the materials provided by Complainants in 9(c). At least annually, the data will be reviewed with the Superintendent and the Superintendent's Advisory Group (See Section 11 below).
- c. BVSD commits to a review of all formal and informal allegations of bullying, discrimination and harassment, including antisemitism, at Southern Hills Middle School for the past three (3) school years by the Title VI Executive Director and Compliance Officer. This audit will include language searches for antisemitism in the student behavior and incident data to be created and updated by the Title VI Executive Director and Compliance Officer based on materials provided by the Complainants.

The audit will include language searches for antisemitism in email correspondence with School District staff, including Principals, Assistant Principals, Counselors, and School Safety Advocates. This audit will be completed within 60 days of the effective date of this Agreement and a report provided to the Superintendent. Also, data will be compiled into a format that does not reveal confidential student information, in accordance with FERPA, and reviewed by the Superintendent with the Superintendent Advisory Group (See Section 11 of the Agreement) at a quarterly meeting.

10. Reporting Mechanisms. BVSD will implement the following changes:

- a. Revise the “Report An Incident” form currently placed on the BVSD website by including a BVSD logo, formalizing the header, and providing information on the steps of the reporting process. These reports will be sent directly to the Title VI Executive Director and Compliance Officer.
- b. Include the anonymous reporting mechanism in communications to the school community in reminders about reporting and responding to incidents of discrimination and harassment, including antisemitism.
- c. Identify designated district leads for each school to provide as a point of contact for parents or families who have filed complaints regarding a bullying or harassment incident and have not received an adequate response from school leaders. Said information regarding district leads, along with details on how to contact these leads will be proactively shared with parents and families on the dedicated website addressing antisemitism and incorporated into the remaining District-wide communications that will be sent out to the school community regarding the District’s efforts to address and combat antisemitism.

11. Superintendent Advisory Group. BVSD will create a Superintendent Advisory Group focused on addressing antisemitism. The working group will include invitations to representatives of Jewish communal organizations, including ADL and Boulder JCC, along with designated representatives from the Superintendent’s office. The purpose of the advisory group is to engage in open dialogue to address issues related to antisemitism in the District. Said working group will meet at least quarterly in at least the 2026-2027 and 2027-2028 school years.

12. Antisemitism Training and Educational Programming. BVSD will implement antisemitism training for all school administrators, faculty, staff and students. The precise education, training, materials, and providers are to be developed through the School Board’s curriculum development process and consistent with the School District’s negotiated agreements, along with input from the Superintendent Advisory Group and local Jewish community leaders.

- a. Administrators, Faculty & Staff. BVSD will provide training on recognizing and combatting antisemitism to all administrators, faculty and staff in the 2026-2027 and 2027-2028 school years. In the 2028-2029 school year, all new Principals, Assistant Principals, and Counselors will receive the training. Said trainings will address: the topic and definition of antisemitism defined in Section 8(b) of this Agreement including, but not limited to, present-day K-12 examples of harassment

and discrimination based on Jewish shared ancestry or ethnicity, religion and/or national origin, as experienced by Jewish students. The School District will consult in good faith with ADL regarding the training to be provided. In subsequent years, this training will be incorporated into the annual employee trainings that address nondiscrimination and the School District's legal obligations under federal and state law.

- b. Title VI Executive Director and Compliance Officer Training: In addition to the training identified in 12(a), BVSD will provide specialized training on recognizing and combating antisemitism to the individuals assigned to or responsible for system oversight, including the Title VI Executive Director and Compliance Officer. The School District will consult in good faith with the ADL regarding the training to be provided.
- c. Student Programming:
 - i. Incident Response Plan. School District leaders will assure that all BVSD schools develop an annual goal in their School plans to prevent and respond to incidents of discrimination and harassment, including on the basis of Jewish shared ancestry or ethnicity, religion and/or national origin. The Superintendent will share information about these plans with the Superintendent Advisory Group.
 - ii. BVSD will provide age-appropriate programming to all students in the District regarding discrimination and harassment, including antisemitism. Said programming will work to educate students on what antisemitism is, how to combat it, and provide an overview on how to report incidents of harassment, bullying or discrimination to leaders at their respective schools. The School District will consult in good faith with ADL regarding the educational programming to be provided.
 - iii. Resources and training materials from the No Place for Hate Program will be available to all schools in the District.
 - iv. BVSD will provide age-appropriate education consistent with Colorado's state standards to students regarding the Holocaust. Said educational programming will incorporate third-party organizations to facilitate discussions, lectures, modules, and/or lesson plans that specifically focus on the history of Jewish discrimination and will be consistent with the state of Colorado's Mandate on Holocaust Education. Any teacher or educational professional required to teach about the Holocaust will be required to participate in a specific professional development training approved by the School District. The School District will consult in good faith with the ADL regarding the education to be provided.

13. Apology. In addition to the public statement made to the family and the BVSD community by the Superintendent on August 11, 2026 at the Board of Education meeting, the Superintendent will meet with Student A and his parents or write a letter to Student A, depending on the Student's preference.

14. Individual Damages. See attached confidential memo of individual remedies.

15. 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.
16. Applicability to all BVSD Schools. For the avoidance of doubt, this Agreement applies to all schools, departments, and programs within Boulder Valley School District.
17. Choice of Law. This Agreement is deemed entered into in the state of Colorado and shall be governed by Colorado law, except where federal law governs.
18. Dispute Resolution. No individual or entity other than the Parties to this Agreement may seek to enforce this 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.
19. Breach. The Complainants and BVSD understand that if a material breach of the Agreement occurs, the Complainants may have the right to file a new OCR complaint based on the original allegations in the Complaints in accordance with applicable law.
20. 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.
21. 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.
22. 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.
23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

Signed and Agreed to by:

For Boulder Valley School District:

Rob Anderson

Dr. Rob Anderson
Superintendent
Date: 9/5/26

On Behalf of Student A and Parents of Student A:

James Pasch

James Pasch
Vice-President, National Litigation
Anti-Defamation League (ADL)
Date: 9/5/26

Rachel Grinspan

Rachel Grinspan
Director, Litigation Counsel
Anti-Defamation League (ADL)
Date: 9/5/26