

SETTLEMENT AGREEMENT AND RELEASE

This SETTLEMENT AGREEMENT AND RELEASE (“Agreement”) is made and entered into as of the Effective Date (defined below) by and between:

1. Louis D. Brandeis Center for Human Rights Under Law and Southern Californians for Unbiased Education (collectively, “Brandeis”), on the one hand; and
2. Santa Ana Unified School District Board of Education (“Board of Education”) and Santa Ana Unified School District (collectively, “SAUSD”), on the other hand.

Brandeis and SAUSD are referenced in this Agreement as the “Parties” or individually as a “Party.”

RECITALS

WHEREAS, on September 8, 2023, Brandeis filed a Verified Petition for Writ of Mandate and Complaint for Declaratory and Injunctive Relief against SAUSD in the Superior Court of California, County of Orange;

WHEREAS, on October 24, 2023, Brandeis filed its First Amended Verified Petition for Writ of Mandate and Complaint for Declaratory and Injunctive Relief against SAUSD;

WHEREAS, on November 29, 2023, SAUSD filed an Answer to Brandeis’ First Amended Verified Petition for Writ of Mandate and Complaint for Declaratory and Injunctive Relief;

WHEREAS, on August 23, 2024, Brandeis filed a Motion for Issuance of Writ of Mandate, Injunction, and/or Declaratory Relief;

WHEREAS, on September 6, 2024, SAUSD filed an Opposition to Brandeis’s Motion for Issuance of Writ of Mandate, Injunction, and/or Declaratory Relief;

WHEREAS, on December 6, 2024, the Parties were heard before the Honorable Erick L. Larsh of the Superior Court on Brandeis's Motion for Issuance of Writ of Mandate, Injunction, and/or Declaratory Relief;

WHEREAS, the preceding matter is referred to herein as the "Litigation";

WHEREAS, as of the Effective Date, the Litigation remains pending and no decision has yet been rendered on Brandeis's Motion for Issuance of Writ of Mandate, Injunction, and/or Declaratory Relief or its First Amended Verified Petition.

TERMS

NOW, THEREFORE, in consideration of the foregoing and of the mutual agreements herein contained, and intending to be legally bound, the Parties agree as follows:

1. Except as provided herein, SAUSD shall cease any further instruction of the courses listed herein unless and until the procedures for course approval referenced in paragraphs 2, 3, and 4 of this Agreement are completed and the courses are re-approved by the Board of Education at a public meeting. These courses are: Ethnic Studies World Geography; Ethnic Studies World Histories; and Ethnic Studies Honors: Perspectives, Identities, and Social Justice. Notwithstanding the foregoing, however, SAUSD may continue teaching the Ethnic Studies World Histories and Ethnic Studies Honors: Perspectives, Identities, and Social Justice courses for the remainder of the 2024–2025 school year only, provided that SAUSD shall comply with Paragraph 4, below, before any further teaching of these courses. SAUSD represents and warrants that the Ethnic Studies World Geography course is not being taught during the 2024–2025 school year.

2. Any further ethnic studies curriculum development at SAUSD, including any further development or implementation of the courses listed in Paragraph 1, shall be undertaken in accordance with SAUSD Board Policy 6141. As part of this process, no less than seven days before any ethnic studies course is presented to the Board of Education for consideration or approval, SAUSD shall allow for meaningful, substantive input from members of the public. At a minimum, this shall include (a) holding at least one public meeting where representatives from community groups are invited to attend and offer input and comment; and (b) publishing drafts of course outlines prominently on the SAUSD website at least seven days before the public meeting. These community groups SAUSD must invite to participate shall include, but are not limited to, the following groups listed in Exhibit B. Contact information for representatives of these groups is included in Exhibit B.

3. SAUSD represents and warrants that the Ethnic Studies Steering Committee and its subcommittees, as identified and described in Brandeis's Motion for Issuance of Writ of Mandate, Injunction, and/or Declaratory Relief, no longer exists and will not be reconstituted. Any future committee or body involved in ethnic studies curriculum, course development, or teacher training will be staffed in accordance with Board Policy 6141, which designates the Superintendent as the person making such appointments, and members of the Board will neither be part of such committees nor lead the work of it, but will retain its authority to be the final step in the approval process.

4. SAUSD recognizes that the Israeli-Palestinian conflict is a controversial issue. Accordingly, any classroom instruction within SAUSD on the topic, or SAUSD curriculum that includes content related to the issue, whether in ethnic studies or other courses, shall strictly adhere to SAUSD Board Policy 6144 and Administrative Regulation 6144. Materials that, for

example, teach, state, or imply that the Jewish people do not have a right to self-determination (e.g., by claiming that the existence of a State of Israel is a racist endeavor), or teach, describe, or refer to double standards by requiring of Israel a behavior not expected or demanded of any other democratic nation,¹ shall not be used unless taught through an appropriate critical lens that adheres to Board Policy 6144 and Administrative Regulation 6144. SAUSD acknowledges that the materials listed in Exhibit A, from the Ethnic Studies World Histories and Ethnic Studies Honors: Perspectives, Identities, and Social Justice courses, are inconsistent with these principles and thus shall not be used in student instruction or as a teacher resource for these courses during the remainder of its instruction. The Parties agree that the removal of these materials is consistent with the requirements of Cal. Educ. Code Sections 51204.5, 60040, and 60044.

5. SAUSD shall immediately cease utilizing the services of the Xicanx Institute of Teaching and Organizing (“XITO”) and any individuals associated with it.

6. SAUSD shall reimburse Petitioners’ out-of-pocket costs incurred in this litigation, in the amount of \$43,091 (the “Reimbursement”). Payment of the Reimbursement shall be made

¹ See “Working Definition of Antisemitism,” International Holocaust Remembrance Alliance (IHRA), available at <https://holocaustremembrance.com/resources/working-definition-antisemitism>; “Questions and Answers on Executive Order 13899 (Combating Anti-Semitism) and OCR’s Enforcement of Title VI of the Civil Rights Act of 1964,” Office of Civil Rights, U.S. Department of Education (clarifying that federal agencies shall consider IHRA’s working definition of antisemitism in enforcing Title VI of the Civil Rights Act of 1964), available at https://www.ed.gov/sites/ed/files/about/offices/list/ocr/docs/qa-titleix-anti-semitism-20210119.pdf?utm_content=&utm_medium=email&utm_name=&utm_source=govdelivery&utm_term=

by a single check payable to "Covington & Burling LLP" (Brandeis's counsel). SAUSD shall deliver the check to Brandeis's counsel within sixty (60) days of the Effective Date.

7. Each party shall bear the cost of their own attorneys' fees.

8. Releases.

a. Brandeis's Release of SAUSD. Upon the Effective Date, Brandeis and their direct and indirect parents, subsidiaries, and affiliates as of the Effective Date, along with Brandeis's predecessors, successors, assigns, transferees, agents, representatives, attorneys, directors, officers, members, managers, partners, employees, and any person or entity acting on their behalf, but solely in their capacities as such (collectively, together with Brandeis, the "Brandeis Related Parties") hereby release, acquit, and discharge SAUSD and its direct and indirect parents, subsidiaries, and affiliates, as of the Effective Date, along with SAUSD's predecessors, successors, assigns, transferees, agents, representatives, attorneys, directors, officers, members, managers, partners, employees, any person or entity acting on their behalf, but solely in their capacities as such (collectively, together with SAUSD, the "SAUSD Related Parties") from any and all claims, potential claims, rights, damages, debts, liabilities, accounts, attorneys' fees, reckonings, obligations, costs, expenses, pre- or post-judgment interest, liens, actions, and causes of action of every kind and nature whatsoever, whether now known or unknown, which any of them respectively now has, owns or holds, or at any time heretofore had, owned or held, or could, shall or may hereafter have, own, or hold, based upon, arising out of, or resulting from the Litigation ("Brandeis Released Claims").

b. SAUSD's Release of Brandeis. On the same date that the release set forth in Paragraph 8(a) above becomes effective, the SAUSD Related Parties hereby release, acquit, and discharge the Brandeis Related Parties from any and all claims, potential claims, rights,

damages, debts, liabilities, accounts, attorneys' fees, reckonings, obligations, costs, expenses, pre- or post-judgment interest, liens, actions, and causes of action of every kind and nature whatsoever, whether now known or unknown, which any of them respectively now has, owns or holds, or at any time heretofore had, owned or held, or could, shall or may hereafter have, own, or hold, based upon, arising out of, or resulting from the Litigation ("SAUSD Released Claims," collectively with the Brandeis Released Claims, the "Released Claims").

c. Each Party acknowledges that it may subsequently learn of Released Claims which it may have and which are currently unknown to it, and that it may subsequently learn about facts or circumstances which are currently unknown to it or which are different from what it currently knows or understands to be true. Nevertheless, it is the intention of the Parties that this Agreement shall be effective as a full and final release of all such Released Claims, and each Party specifically waives all rights and benefits of the provisions of California Civil Code Section 1542, to the extent applicable, and any other state or federal statute or common law principle that is comparable, equivalent, or of similar effect as California Civil Code Section 1542, which provides substantially as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

d. For the avoidance of doubt, nothing in Paragraphs 8(a), 8(b), or 8(c) is intended to nor shall be construed to release, waive or otherwise affect the Parties' rights and obligations under this Agreement.

9. The Parties agree that this Agreement is binding and enforceable and shall be admissible in evidence in any action or proceeding to enforce this Agreement, notwithstanding any provisions of the Evidence Code to the contrary. Nothing in this Agreement affects or

impairs the Parties' ability to enforce this Agreement, or to seek any remedy or enforce any rights arising from or relating to this Agreement, including any alleged breach of this Agreement. Before filing any motion to enforce the terms of the Agreement, counsel for the moving party shall contact counsel for the opposing party (the "initial enforcement notice") to discuss thoroughly the substance of the contemplated motion and any potential resolution.

10. The Parties represent and warrant that they have not assigned, and will not assign, to any other person or entity any of their rights pursuant to this Agreement. If, contrary to this representation and warranty, a Party assigns or has assigned such rights to any other person or entity, that Party shall defend, indemnify and hold harmless the other Party with respect to any claim or action brought by any assignee of any interest assigned contrary to this representation and warranty.

11. Each Party acknowledges and represents that it has carefully read and fully understands all of the provisions of this Agreement. Each of the Parties acknowledges that it is entering into this Agreement knowingly and voluntarily and that this Agreement is a product of good faith negotiations between the Parties. Each Party acknowledges that it has not executed this Agreement in reliance on any promise, statement, representation, or warranty that is not expressly stated in this Agreement, or in reliance upon any belief as to any fact or matter that is not expressly recited in this Agreement.

12. Each Party represents and warrants that it is authorized to enter into this Agreement; that the execution and delivery of this Agreement and the consummation of this transaction will not conflict with or result in any violation or default under any provision of any articles of incorporation, charter, by-laws or partnership agreement or of any decree, statute, law, ordinance, rule or regulation applicable to it; and that no further consent, approval, order,

authorization or filing with any governmental authority is required in connection with the execution and delivery of this Agreement or the consummation of the transactions described in this Agreement; and that this Agreement, as well as the obligations created and the benefits conferred hereunder, shall be binding on and inure to the benefit of the Parties and their respective heirs, legal representatives, administrators, executors, successors, assigns, and any current, past, or future affiliate, subsidiary, division, holding company, collateral corporations, or other business entities controlled directly or indirectly by either of the Parties.

13. All agreements and understandings between the Parties regarding the matters described herein are embodied in and expressed in this Agreement, and any prior agreements or understandings regarding such matters are fully superseded by this Agreement. Each Party acknowledges that, except as expressly set forth herein, no representations of any kind or character have been made to it by either of the other Parties to induce the execution of this Agreement.

14. In the event any of the provisions of this Agreement are deemed to be invalid and unenforceable, those provisions shall be severed from the remainder of this Agreement only if and to the extent agreed upon by the Parties in writing.

15. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Copies of all or part of this Agreement, including signatures thereto, which are transmitted by facsimile or e-mail shall be presumed valid.

16. The Parties and their counsel each have contributed to this Agreement. No provision of this Agreement shall be construed against any Party by reason of authorship.

17. This Agreement may not be modified except in a writing signed by all Parties.

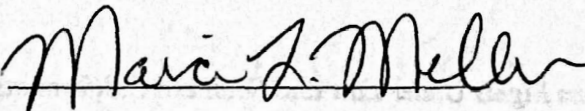
18. The Parties declare, warrant and represent that they have agreed to the terms of this Agreement. Each signatory of this Agreement declares, warrants and represents that it has the general and specific authority to enter into and execute this Agreement.

19. Governing Law. This Agreement shall be governed by, interpreted under, and enforced in accordance with the laws of the State of California.

20. Effective Date. This Agreement shall be effective as of the date the last Party executes the Agreement (the "Effective Date").

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Agreement as of the Effective Date.


LOUIS D. BRANDEIS CENTER FOR HUMAN RIGHTS UNDER LAW

By: 

Title: Director of Legal Investigations

Date: February 19, 2025

SOUTHERN CALIFORNIANS FOR UNBIASED EDUCATION


By: 

Title: General Counsel and Vice Chair

Date: February 19, 2025

COVINGTON & BURLING LLP


Counsel for Louis D. Brandeis Center for Human Rights Under Law and Southern Californians for Unbiased Education

By: 

Date: 02/19/2025

ANTI-DEFAMATION LEAGUE

Counsel for Louis D. Brandeis Center for Human Rights Under Law and Southern Californians for Unbiased Education

By: 

Date: 02/19/2025

AMERICAN JEWISH COMMITTEE

Counsel for Louis D. Brandeis Center for Human Rights Under Law and Southern Californians for Unbiased Education

By: 

Date: 2/19/25

SANTA ANA UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION; SANTA ANA UNIFIED SCHOOL DISTRICT

By: 

Title: Board President

Date: 02/19/2025

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Counsel for Santa Ana Unified School District Board of Education and Santa Ana Unified School District

By: James C. Romo
Date: 12/18/25

EXHIBIT A

The following excerpts from the book, *The Dark Side of Democracy: Explaining Ethnic Cleansing* (2005), by Michael Mann, shall not be used in any further instruction or as a teacher resource in the Ethnic Studies World Histories course, for so long as the course continues to be taught at SAUSD:

- “Today, the Palestinian cause is decidedly proletarian in its tone, seeing its oppressor as an exploiting and colonial Israel – backed up by American imperialism – while Israelis and Americans claim they are defending civilization against primitive terrorists.” (p. 5)
- “[S]ome Jews and Armenians – the most victimized peoples of the 20th century – have perpetrated recent atrocities against Palestinians...” (p. 9)
- “From John Locke to contemporary Israelis dispossessing Palestinians, Europeans have argued that those who work and improve the land are entitled to it.” (p. 84).
- “[The United States’] two invasions of Iraq and its support for Israel give Arabs and Muslims a clear-cut sense of a dual local/imperial enemy.” (p. 519).
- “Israel is the main contemporary example of settler-conquerors. For half a century, Israelis have been cleansing the occupied territories of native Arabs, most murderously in the late 1940s, renewed again in the Jewish land grabbing of the past few years. Israelis have mainly cleansed within their own occupied territories, devising the typical settler state: democracy for the settlers, lesser rights for the natives – what Yiftachel (1999) accurately terms an ethnocracy, a demos only for the ethnos. A few Jews have even been drawn into their own theo-democratic vision of the state in which the Jews are entitled to occupy the Land of Israel only if they follow the laws of the Torah, a covenant between God and the ancient Israelites, so that they must impose Jewish law on the land, regardless of other faiths. Though both sides began this conflict with fairly secular materialist goals, they have been drawn toward more fundamentalist views as the situation has worsened. The United States has become embroiled on the imperial Israeli side of the war. After all, its tanks are the one driving into the West Bank, and Israel receives far more U.S. military and economic assistance than any other country in the world.” (p. 519)

The following material shall not be used in any further instruction or as a teacher resource in the Ethnic Studies Honors: Perspectives, Identities, and Social Justice course:

- “Glossary” by Liberated Ethnic Studies Model Curriculum Coalition

EXHIBIT B

Brandeis Center for Human Rights Under Law

Attn: Marci Miller

mmiller@brandeiscenter.com

Southern Californians for Unbiased Education

Attn: Emma Enig

eenig@brandeiscenter.com

Anti-Defamation League

Attn: Matt Friedman

mfriedman@adl.org

American Jewish Committee

Attn: Sara Brown

browns@ajc.org

StandWithUs

Attn: Max Samarov

maxs@standwithus.com

Jewish Federation of Orange County

Attn: Erik Ludwig

eludwig@jfedoc.org