

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (Agreement) is made by and between Arab Student Union of Jackson-Reed High School (ASU) and the District of Columbia (collectively, the Parties), in reference to and resolution of *Arab Student Union of Jackson-Reed High School v. District of Columbia, et al.*, No. 24-cv-01195-ACR, pending in the District Court for the District of Columbia (the Action).

Following negotiations between the Parties, in March 2025, the District of Columbia Public Schools issued a document titled “Student Organizations and Clubs Guidance,” available at https://dcps.dc.gov/sites/default/files/dc/sites/dcps/publication/attachments/Student%20Organizations%20Guidance_Revised%203.28.25.pdf, which provides that “[a] school must not deny events, materials, or other media based on the contents of the student organization’s proposed expression or message but may deny the request if there is evidence that the organization’s communications will cause a material and substantial disruption in school operations,” a standard derived from *Tinker v. Des Moines Independent Community School District*, 393 U.S. 503 (1969).

The Parties now desire to settle their disputes related to the Action according to the following terms.

1. Without admitting liability, the District agrees to pay ASU the sum of \$95,000. This total shall be inclusive of attorney’s fees and costs and in full satisfaction of ASU’s claims in and arising out of the Action. Payment will be made by wire transfer to a trust account held by ASU’s counsel within 60 days following the full execution of this Agreement and receipt by the District of wire instructions on the financial institution’s letterhead sufficient to issue the payment specified above and a current Form W-9 (revised 2024) from ASU’s counsel.
2. As consideration for the foregoing, ASU agrees to:
 - a. File a joint stipulation dismissing the Action with prejudice as to Defendant Sah Brown on or before the date ASU executes the Agreement;
 - b. File a joint stipulation dismissing the Action with prejudice as to the District within five business days following delivery of the payment described in paragraph 1, above; and
 - c. Effective as of the date this Agreement is fully executed, fully and unconditionally release, forgive, and discharge Defendant Sah Brown and the District and all current or former District employees, agents, and contractors from all claims for relief that were or could have been asserted by ASU in any forum and under any theory of liability based on the events at issue in or underlying the Action, including any claim for attorney’s fees and costs, and excluding claims to enforce the Agreement pursuant to paragraph 9, below.

3. This Agreement does not and is not intended to create any rights that can be relied upon or enforced by individuals who are not parties to it. The Parties stipulate, agree, and acknowledge that this Agreement is not intended to create any other third-party beneficiaries.
4. This Agreement shall be applicable to, and binding upon, the Parties and their respective employees, agents, and contractors.
5. Nothing in this Agreement shall be construed as an admission of liability, duty, or wrongdoing by Defendants or an admission that any policy, practice, or procedure of the District or its employees, agents, and contractors, in any way violated federal or District of Columbia law.
6. This Agreement represents the entire agreement between the Parties concerning the matters set forth and supersedes all prior discussions, negotiations, understandings, and agreements between the Parties relating to the subject matter of this Agreement, whether oral or written.
7. This Agreement may not be changed except by a writing signed by the Parties or their respective authorized representatives.
8. The undersigned representatives of the Parties certify that they are fully authorized to enter into and to execute the terms and conditions of this Agreement and to make the Agreement fully and legally binding upon and enforceable against every party on whose behalf they have executed the Agreement.
9. This Agreement shall be governed by the laws of the District of Columbia. Any lawsuit concerning this Agreement will be filed in the Superior Court of the District of Columbia, which shall have exclusive jurisdiction over any dispute concerning this Agreement. In any such lawsuit, the Parties shall bear their own costs, including attorney's fees.
10. This Agreement shall be construed without regard to any presumption or other rule of law requiring construction against the party who drafted it.
11. This Agreement may be executed in counterparts by the respective parties and shall become effective immediately following execution by all parties.
12. The Parties represent that they have read and understand all the terms of this Agreement, have had the opportunity to seek the advice of counsel prior to executing the Agreement, and accept the Agreement's terms voluntarily.

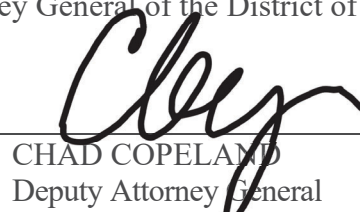
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[SIGNATURE PAGES TO FOLLOW]

Executed for the District of Columbia:

BRIAN L. SCHWALB
Attorney General of the District of Columbia

BY: _____



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Counsel for Defendants

DATE: September 3, 2025

Executed for Arab Student Union of Jackson-Reed High School:



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*Counsel for Arab Student Union of Jackson-
Reed High School*

DATE: September 9, 2025