

Voluntary Resolution Agreement

This agreement (Agreement) between Occidental College (Occidental or the College), on the one hand, and the Anti-Defamation League and the Louis D. Brandeis Center for Human Rights Under Law, on the other, is intended to resolve all mediated allegations that were raised or could have been raised in any forum by the United States Department of Education Office of Civil Rights (OCR) in Case Number 09-24-2323. The parties (Parties) agree to resolve the dispute between the Parties according to the following terms:

1. Voluntary Initiatives. The Parties acknowledge that Occidental has voluntarily undertaken certain efforts and initiatives to address and prevent antisemitism, which Occidental hereby agrees to maintain through at least the 2025-2026 Academic Year. These efforts and initiatives include:
 - a. Updates to the College's Discrimination, Harassment, and Retaliation Policy ("DHR Policy"), including examples of prohibited conduct that could constitute disparate treatment or harassment based on shared ancestry, such as Jewish identity.
 - b. Updates to the College's DHR hostile environment assessment protocol to include the review of potential patterns after receiving a report of discrimination, harassment or retaliation.
 - c. Required training for all students on Title VI and the College's DHR Policy, including the College's complaint process.
 - d. Consistent with current applicable law, when reviewing complaints of potential antisemitic harassment or discrimination, the College considers the International Holocaust Remembrance Alliance definition and examples of antisemitism ("IHRA definition") "only where useful as 'evidence of discriminatory intent'" and without diminishing or infringing any right protected under the Constitution and the laws of the United States and California. (*See* United States Department of Education Office for Civil Rights, Jan. 19, 2021 Q&A on Executive Order 13899).
 - e. Updates to the College's time, place, and manner policies to place reasonable limitations on the hours and conduct of demonstrations on campus. Consistent and reasonable enforcement of time, place, and manner policies, in alignment with the College's primary goal of education and equal access thereto, including by following the College's emergency response protocols, training Campus Safety and Student Conduct officers, removing non-compliant posters and flyers, and communicating with the campus community about the policies and consequences for non-compliance.
 - f. Two planned climate surveys during the 2024-2025 academic year for purposes of assessing the campus environment, including (in the first survey) questions

specific to whether an individual has experienced antisemitic harassment or discrimination. The surveys will be anonymous and will be analyzed by the College's Institutional Research Office and Civil Rights & Title IX Office. A summary of the survey results will be shared with the Occidental community and made publicly available on Occidental's website.

- g. Formation of the Presidential Advisory Group, which will produce a report to the President during the 2024-2025 academic year, including recommendations for specific, high-impact programs to build a foundation for inter-group dialogue. The College will begin to implement these recommended programs in the Spring of 2025.
 - h. Appointment of an Associate Director of Jewish Student Life and Muslim Student Life Coordinator and promotion of interfaith programming under their leadership.
2. Additional Policy Review. Occidental further agrees that it will review its policies before republishing them in the Fall of 2025 to ensure that any changes in the law are adequately addressed, including any new regulatory guidance under Title VI.
3. Additional Training and Education During Academic Years 2025-2026 and 2026-2027.
- a. Occidental will provide training for students, faculty, and staff addressing discrimination based on race, color, and national origin, including harassment based on shared ancestry and ethnic characteristics, ("Title VI training"). This Title VI Training will explain prohibited harassment, provide examples, and explain the College's applicable policies and procedures, how to report harassment, steps the College will take in response to alleged discrimination (including harassment), and notice as to how to access the College's non-discrimination policies and procedures. The Title VI Training will include education specific to antisemitic harassment or discrimination, anti-Arab bias, and other forms of shared ancestry discrimination.
 - b. Occidental will continue to offer lectures and workshops related to the historical antecedents and modern manifestations of antisemitism and the connections between Jewish identity, Israel, and Zionism. The College will facilitate programming on Jewish identity through the Office of Equity and Justice or other campus-wide offices.

During Academic Year 2024-25, the College will select facilitators for antisemitism education through a College working group (the "Educational Outreach" group) within the Presidential Advisory Group. The working group will include, at least, the College's Associate Director for Jewish Student Life, the Civil Rights & Title IX Coordinator, the Director of the Office of Religious and Spiritual Life, and the co-leads of the Bias and Education Support Team. The

College will also seek recommendations from local Jewish community organizations, including Hillel International and the Jewish Federation.

- c. Occidental will provide expert-facilitated training for the College's Civil Rights & Title IX Office staff and members of the Bias Education and Support Team regarding (i) Jewish identity (including common issues of faith, history, and heritage) and (ii) forms of antisemitism, including how it can be used to discriminate against Jewish and Israeli students. The training will include examples of conduct that may constitute discrimination against Jewish or Israeli students based on their Zionism as an integral part of their religious or ancestral identity. Without limiting the College's ability to use additional examples, the Parties agree that the training will include the following examples: "posting a threatening statement about Zionists on a Jewish or Israeli student's door" and "applying a 'no Zionist' litmus test for participation in any Occidental activity." The Civil Rights & Title IX Coordinator will in turn provide relevant training and/or written materials on these topics to any third-party investigator(s) assigned to review complaints of potential antisemitic discrimination. When selecting the expert facilitators for this training, Occidental will seek recommendations from local Jewish community organizations, including Hillel International and the Jewish Federation.
 - d. The College will incorporate the IHRA definition and other scholarly information about antisemitism into educational materials that will be made available on Occidental's website.
4. Community Statement. Consistent with the College's values and commitment to inclusivity, the President of Occidental College will affirm in a written message to the campus community that the College rejects antisemitism, including discrimination against Israeli or Jewish students. That message will be in alignment with other campus-wide messaging from the College involving other protected groups.
5. Resolution of Case. The Parties agree that this Agreement resolves all of the allegations that were mediated in Case number 09-24-2323, as well as any other known or suspected allegations, claims, and demands that could have been asserted in this matter by the Anti-Defamation League and the Louis D. Brandeis Center against Occidental College, as of the date that the Parties execute this Agreement.
6. Non-Admission. Nothing in this Agreement constitutes an admission that the College has engaged in or been found responsible for any violations of Title VI of the Civil Rights Act or any other wrongful conduct. To the extent the Parties have a dispute regarding the terms of this Agreement, the Parties agree to first seek to resolve the matter among themselves and, if that does not resolve the dispute, to mediate the dispute before a mutually agreed-upon mediator.

7. Media. Notwithstanding any agreements between the Parties regarding confidentiality, each Party may truthfully and accurately describe or share with others this Agreement, the process leading up to it, and the Party's own view of the terms.

[Signatures on Following Page]

Signed and agreed to by:

For the Louis D. Brandeis Center for Human Rights Under Law

DocuSigned by:
Alyza D. Lewin
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Alyza D. Lewin
President

11/22/2024 | 12:19 PM PST

Date

For the Anti-Defamation League

DocuSigned by:
James Pasch
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James Pasch
Senior Director, National Litigation

11/22/2024 | 12:39 PM PST

Date

Signed by:
Rachel Grinspan
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Rachel Grinspan
Associate General Counsel

11/22/2024 | 12:59 PM PST

Date

For Occidental College

Signed by:
Thomas T. Stritikus
6A000ADCCCE467

Thomas T. Stritikus, President
President

11/22/2024 | 11:15 AM PST

Date