

AGREEMENT AND RELEASE

This Agreement (“Agreement”) is entered into on the date of signature of the last signatory to this Agreement (“Effective Date”) by and between Defending Education on the one hand and Missouri State University (“University”) on the other (together, the “Parties”), as follows:

A. WHEREAS, by complaint filed on April 21, 2026, Defending Education brought the matter styled *Defending Education v. Williams*, No. 6:26-cv-03237 (W.D. Mo.) (“Action”) asserting claims against Richard B. Williams, in his official capacity as President of Missouri State University; Dee Siscoe, in her official capacity as Vice President for Student Affairs; Rabekah D. Stewart, in her official capacity as Assistant Vice President for Student Affairs; Gabrielle Catlin, in her official capacity as Director of Student Conduct; Andrea M. Weber, in her official capacity as Assistant Vice President for Student Affairs, Dean of Students, and Chair of the Bias Response Team; Jeffrey D. Mitchell, Deven Schehrer, Ashleigh M. Lewellan, and Daezia C. Smith, in their official capacities as members of the Bias Response Team; and Melissa M. Gourley, Travis Freeman, Ann Kampeter, Tim Francka, Christopher Waters, Lynn Parman, and Jeff Schrag, in their official capacities as members of the Board of Governors of Missouri State University (“Defendants”);

B. WHEREAS, Defending Education’s complaint challenges the University’s bias policy as administered by the University’s Bias Response Team;

C. WHEREAS, on April 23, 2026, the University eliminated and deactivated the Bias Response Team, removed the landing page for the Bias Response Team from the University’s website, and removed the Bias Response Team from the University Committees Handbook;

D. WHEREAS, the Parties have determined that it is in their mutual interests to amicably resolve all issues between them;

NOW, THEREFORE, in consideration of the foregoing and of the mutual undertakings of the Parties set out herein, the Parties agree as follows:

1. The University has discontinued the Bias Response Team and associated practices. The University will not reinstate the Bias Response Team or create another similar entity with responsibility for addressing “bias incidents” unless required by applicable law and/or regulation. The University will take reasonable steps to remove any remaining references to the Bias Response Team and “bias incidents” that are substantive in nature from its websites and other online publications. Nothing in this Agreement, however, shall be construed so as to preclude the University from receiving, evaluating, investigating, and/or acting upon reports of incidents that are alleged to constitute illegal discrimination, harassment, and/or retaliation under applicable federal, state, or local law or as defined by the U.S. Department of Education or the U.S. Department of Justice.

2. For and in consideration of the University’s undertakings set forth in numbered paragraph 1 above, Defending Education does hereby remise, release, and forever discharge and completely and absolutely release the University and the Defendants (collectively, the “Released Parties”) from the claims, causes of action, and requests for relief that were brought or could have been brought to challenge the policies and/or practices in the Action as of April 21, 2026. The Released Parties are each entitled to enforce this Agreement against Defending Education without regard for whether the Released Party is a party to this Agreement. In the event that the University

reinstates or revises the policies or practices challenged in the Action in the future, Defending Education and its members do not release any right to challenge the reinstated or revised policies or practices.

3. Within three (3) business days of the Effective Date, Defending Education will file a notice of dismissal in the form attached hereto, dismissing the Action pending against Defendants.

4. The Parties shall bear their respective attorneys' fees, costs, and expenses relating to the Action and this Agreement.

5. Nothing contained in this Agreement shall be deemed an admission of any liability or lack of merit in any claim or defense, by any Party. Defendants deny all liability and/or wrongdoing to Plaintiff or others for any of the matters described in the Action and further assert that on March 12, 2026, prior to the initiation of the Action, the University independently decided to discontinue the Bias Response Team effective July 1, 2026. Defending Education asserts that it has been unable to verify Defendants' assertion, that any such decision was not made public, and that no changes to the Bias Response Team were made until after Defending Education filed the Action.

6. Defending Education reserves the right to challenge any University policy other than the policies challenged in its Complaint.

7. This Agreement represents the full and complete agreement between the Parties to resolve their dispute. Any representations, warranties, promises, or conditions, whether written or oral, not specifically incorporated into this Agreement shall not be binding on the Parties. All other discussions, negotiations, and writings have been and are merged into this Agreement.

8. Neither this Agreement nor any term or provision hereof may be changed, waived, discharged, or terminated except by an instrument in writing duly signed by the Party against which enforcement of the change, waiver, discharge, or termination is sought.

9. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri applicable to contracts made and to be performed wholly within the State of Missouri, without regard to its conflict-of-laws provisions. All Parties agree that this Agreement and any disputes arising therefrom arise out of the same transaction or occurrence that is the subject matter of the Action and further agree that any disputes with respect to this Agreement are properly heard by the district court in the Action.

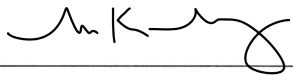
10. The Parties agree that in the event of any ambiguity or dispute regarding the interpretation of this Agreement, the Agreement will be interpreted as if each Party participated equally in its drafting.

11. This Agreement may be signed in two original counterparts, each of which shall for all purposes be considered an original of this Agreement. Execution and delivery of this Agreement by electronic means (including via e-mail or .pdf) shall be sufficient for all purposes and shall be binding on any person or Party who so executes.

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

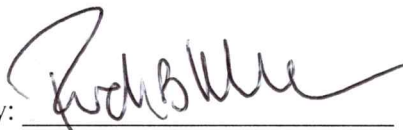
Date: 6/15/2026

DEFENDING EDUCATION

By:  _____

Date: 06-08-26

MISSOURI STATE UNIVERSITY

By:  _____
President

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
SOUTHERN DIVISION

DEFENDING EDUCATION,

Plaintiff,

v.

RICHARD B. WILLIAMS, in his official
capacity as President of Missouri State
University, *et al.*,

Defendants.

Case No. 6:26-cv-03237-MBB

NOTICE OF DISMISSAL

Plaintiff Defending Education hereby dismisses all claims without prejudice, with each party to bear its own costs, expenses, and attorney's fees.