

SETTLEMENT AGREEMENT

This Settlement Agreement (Agreement) is entered into between the United States of America, acting through the United States Department of Justice, and Dallas Independent School District (Dallas ISD or District) (hereafter collectively referred to as “the Parties”), through their authorized representatives.

RECITALS

- A. Dallas ISD is a Texas public school district headquartered at 9400 N. Central Expressway, Dallas, Texas 75231.
- B. Dallas ISD applied for and received federal special education funding from 2022 to 2024 under the Individuals with Disabilities Education Act (IDEA) grant program. As a condition of receiving IDEA funds, Dallas ISD certified “any ensuing program and activity will be conducted in accordance with all applicable Federal and State law and regulations.”
- C. As of the dates on which Dallas ISD executed the IDEA grant certifications referenced above, the District was subject to Texas Education Code § 21.006, which required mandatory reporting of certain misconduct, including any sexual conduct involving an educator and a student or minor, to the State Board for Educator Certification (SBEC). In June 2025, Section 21.006 was transferred, in amended form, to Chapter 22A of the Texas Education Code. Under former Section 21.006, superintendents were required to report educator covered misconduct to SBEC within seven business days after an educator resigned or was terminated. Districts were permitted to investigate allegations, and, if a superintendent determined that the educator

had not engaged in the alleged misconduct, no report was required. However, if an educator resigned or was terminated before the investigation was complete, the superintendent was obligated to report the educator to the SBEC if there was evidence of covered misconduct.

D. Chapter 22A fundamentally changed that framework. First, Chapter 22A requires superintendents to report educators to SBEC within 48 hours of receiving evidence of covered misconduct, including an allegation that an educator abused or otherwise committed an unlawful act with a student or minor (including any sexual conduct). Second, Chapter 22A eliminated the provision in Section 21.006 where districts could conduct an investigation prior to reporting. Instead, under Chapter 22A, districts must make an initial report upon receipt of an allegation of covered misconduct, then investigate, and then determine whether additional reporting is required based upon the outcome of the investigation. This change shifted the process from investigation-first to report-first, significantly reducing local discretion.

E. The United States contends that it has certain civil claims against Dallas ISD arising from false or misleading representations made in federal grant certifications during the period from July 2022 through August 2024, stemming from Dallas ISD's non-compliance with Section 21.006, related to the employment of Michael Roell, a/k/a Johnathan Michael. Specifically, the United States contends as follows (which is referred to below as the "Covered Conduct"):

I. In mid-2021, Roell applied for a special education teaching position with Dallas ISD. According to District records, his application was denied on September 8, 2021, after a background check revealed a 2016 arrest for

indecent with a minor. The arrest arose from allegations involving a special-needs student during Roell's employment with Garland ISD; a jury later acquitted Roell of the state charges related to those allegations.

II. Following the initial rejection by Dallas ISD, Roell filed a petition for expungement in the Dallas County District Court under Cause No.

X19-1771-K. After the court granted the petition and ordered the 2016 arrest removed from his record, Roell reapplied to Dallas ISD in July 2022. In his application materials submitted to Dallas ISD, Roell disclosed to Dallas ISD that he was fired from Garland. After Dallas ISD confirmed through SBEC records that Roell's educator credentials were intact and that he was eligible for hire, the District hired Roell as a special education teacher at Peeler Elementary.

III. During or after Roell's employment, Dallas ISD opened four separate investigations into him after receiving allegations that Roell engaged in sexual misconduct with minors.

IV. The first investigation, designated Investigation 7095, began after Dallas ISD received a report from an anonymous complainant on September 18, 2023. The complainant alleged that, sometime between 2000 and around 2004, Roell sexually abused him at a Boy Scout camp in Athens, Texas by fondling his genitals. At the time of the alleged misconduct, Roell was an adult, and the complainant was fourteen. The complainant further alleged that Roell had selected him because, in the complainant's opinion, Roell believed the minor would not disclose the conduct. The complainant also alleged that Roell had touched other boys while serving as a Boy Scout leader.

V. Under District policy, any allegation of sexual abuse must be referred to the Title IX office to determine whether a Title IX violation has occurred. In the case of Investigation 7095, the Title IX office concluded that the allegations fell outside its jurisdiction because: (1) the reported conduct occurred off campus and, prior to changes in Title IX regulations that took effect on August 14, 2020, and (2) there had been no prior or current outcry within the district involving the employee.

VI. Based on the Title IX office's determination, Investigation 7095 was referred to the district's Professional Standards Office (PSO), the District's administrative investigative unit, to be investigated as a non-Title IX allegation of employee misconduct. On September 19, 2023, PSO reported the allegation to the Dallas ISD Police Department and the Texas Department of Family and Protective Services (TDFPS). The Dallas ISD Police Department determined that the alleged conduct occurred outside of its jurisdiction and returned the case to PSO for administrative investigation. TDFPS determined that the allegation "does not appear to involve a substantial risk of abuse, neglect or exploitation in which the Department of Family and Protective Services has the authority to investigate."

VII. The PSO assigned an investigator who interviewed the anonymous complainant, Roell, Peeler's Principal, Assistant Principal, Diagnostician, a Teacher Assistant, and other relevant witnesses. Although the Peeler witnesses could not corroborate the allegations against Roell, certain witnesses expressed

significant concerns that Roell had, under a prior Principal, changed the clothing/diaper of a special education student without at least two adults present.

VIII. During their interview in connection with Investigation 7095, Peeler's Principal and Assistant Principal reported that they had implemented corrective measures after receiving concerns that Roell was changing special-education students alone and without proper supervision. They instructed Roell to no longer change students in his classroom; instead, the school nurse would perform these duties with another staff member present. They stated that Roell resisted these directives but complied. These District's position is that these allegations were never separately investigated because they did not violate District policy.

IX. PSO closed Investigation 7095 on October 25, 2023, stating that it "did not make a finding for the matter." Under District policy, this conclusion required no further action. Dallas ISD did not report Roell to SBEC because no finding had been made against him and he had neither been terminated nor resigned. Roell continued working with special education students and the District took no adverse employment action against him in connection with Investigation 7095. Critically, the United States contends that Dallas ISD failed to inform Peeler's Principal and Assistant Principal of the Boy Scout-related abuse allegations that prompted Investigation 7095, which may have resulted in enhanced supervision of Roell by Peeler staff.

X. Two weeks later, on November 8, 2023, Dallas ISD received a report from the mother of a student in Roell's class alleging that Roell had

compelled the student to change clothing behind a curtain in Roell's presence and that Roell "has touched him in the front part of his waist and has done that to other students." That same day, Dallas ISD opened Investigation 7460 and reported the allegation to the Dallas ISD Police Department and TDFPS.

XI. Per District policy, the report was referred to the Title IX office to assess whether the allegations fell within the jurisdiction of Title IX. The Title IX office concluded that they did, and a formal Title IX process was initiated. The District assigned a PSO investigator to investigate and designated a Title IX decisionmaker to determine, based upon the PSO investigation, whether a Title IX violation had occurred.

XII. Dallas ISD placed Roell on leave on November 10, 2023, pending the outcome of the investigation. During Investigation 7460, the PSO investigator conducted 15 interviews, including interviews with the Peeler's Principal and Assistant Principal, Roell, the complainant, the complainant's mother, and eight other Peeler students who had interactions with Roell around the same time as the alleged misconduct. On January 25, 2024, TDFPS informed PSO that the allegation had received a disposition of "ruled out" and "there was not enough evidence to state that Student 1 had been sexually abused."

XIII. On March 27, 2024, the Report of Investigation was submitted to the Title IX Coordinator. Pursuant to Title IX procedures, the Report did not adjudicate the merits of the allegations that led to Investigation 7460, but rather documented the allegations made and what each witness (including the complaining witness and Roell) said about the allegations. In addition, the Report

documented several background items, including Roell's prior arrest, the District's prior investigation into the anonymous allegation against Roell regarding the Boy Scouts, and his dismissal from Garland ISD.

XIV. On March 28, 2024, the District's HR director notified Roell that the District "intends to recommend, for approval, to the Board of Trustees...that your contract will be terminated/proposed for non-renewal at the end of the current contract period." On April 1, 2024, Roell sent Dallas ISD a letter stating that he "will be resigning my position at Peeler Elementary at the end of the school year," which was May 24, 2024.¹ Dallas ISD made no report to SBEC.

XV. During his testimony in September 2026, the District's HR Director stated that Roell was recommended for termination because he was on a probationary contract and had been placed on extended administrative leave; that District policy permitted HR to recommend termination for any employee on extended leave; and that his resignation in lieu of termination was unrelated to the allegations underlying Investigation 7460. Notably, Roell had been placed on extended leave *precisely because* of the allegations in Investigation 7460. Additionally, the HR Director stated that Roell was placed on an internal, Dallas ISD-only "Do Not Hire" list.

XVI. As required by Section 21.006, the Title IX investigation continued even though Roell had resigned in lieu of termination. On May 20, 2024, the Title IX Decisionmaker found that Roell was "Not Responsible" under Title IX and that "[t]he allegations were unfounded and no violation of Title IX or District

¹ Allowing Roell to resign under these circumstances enabled him to avoid a public termination. As a result, future employers were unaware that Roell had resigned in lieu of termination.

policy” occurred. Following this decision, the Title IX office sent an email to HR similarly that stated that “[t]he allegations were unfounded and no violation of Title IX or District policy” occurred and Roell could “Return to Work.” Roell did not return to work, though, because he had previously resigned in lieu of termination.

XVII. During her testimony in September 2026, the District’s Title IX Decisionmaker for Investigation 7460 could not recall what evidence was afforded the greatest weight. The Decisionmaker could not recall the applicable standard of proof, nor describe what “preponderance of the evidence” requires, even though Dallas ISD policy mandates that this is the governing standard for Title IX investigations. No report to SBEC was made following the May 20, 2024 Title IX decision. Dallas ISD has stated this was due to the fact that the investigation found that the allegations were “unfounded” and that no violation of Title IX or District policy occurred. Dallas ISD relied on the Title IX determination and never considered the totality of the circumstances to determine whether an SBEC report should have been made in connection with Investigation 7046, including: Roell’s prior history, the complainant’s mother’s statements, administrator reports about Roell changing students without proper supervision, or any other allegations not tied to the immediate incident.

XVIII. After leaving Dallas ISD, Michael Roell continued his career as an educator, first moving to Plano ISD and ultimately teaching special education students at Forney ISD. Dallas ISD asserts that if either Plano ISD or Forney ISD had inquired about Roell, which they did not, District policy would have required

Dallas ISD to inform them that individuals on its internal Do Not Hire list are not eligible for re-employment with the District. The United States contends that the existence of an internal Do Not Hire list—without corresponding reports to SBEC when required—is precisely why the statewide Do Not Hire Registry and mandatory SBEC reporting are necessary.

XIX. On April 14, 2026, the student who made the allegation that led to Investigation 7460 disclosed to a Dallas ISD therapist that Roell had sexually harassed him in November 2023. The therapist submitted a hotline report which led to opening Investigation 13980. The Title IX office determined that the matter was previously addressed through the full Title IX grievance process (Investigation 7460) and that the current report did not present any new allegations or information that would warrant reopening or initiating a new Title IX review. Because the District determined that Investigation 13980 involved allegations against a former employee, and involved the same allegations that the District had previously determined were unfounded during Investigation 7460, no further action was taken.

XX. During his testimony in September 2026, the District’s HR director stated that Roell was placed on Dallas ISD’s internal “Do Not Hire” list solely because he resigned in lieu of termination. The District’s HR director further stated that HR routinely places any employee on the internal list if they have been terminated or resigned in lieu of termination, and that Roell’s placement was not due to the numerous allegations pending against him. This assertion overlooks the fact that Roell resigned in lieu of termination because of those allegations,

which—as noted above—had already resulted in his placement on administrative leave.

XXI. On May 26, 2026, Roell was arrested by the Texas Rangers for Texas state felony child abuse and felony child grooming violations for incidents occurring while he was employed by Forney ISD. According to court documents from Kaufman County, Texas, Roell was charged with the following:

- a) multiple incidents over the course of his employment at Forney ISD, including putting children as young as 8-years-old in choke holds, using “arm bar” take downs, pinning them to the ground with his knee, and putting students under his desk and holding them there by force (as seen by the Rangers on classroom video); and
- b) multiple incidents of inappropriate sexualized conduct with and around students, including where Roell was seen exiting a teacher-only single stall, lockable bathroom with a special needs student, and making sexually explicit comments about and to students, including telling a student to “put your hand in my pocket”.

XXII. On September 16, 2026, Roell was indicted by a federal grand jury based on allegations that he committed wire fraud by changing his name to Johnathan Michael and made multiple misrepresentations to obtain a teaching position at Forney ISD. Roell is currently in federal custody awaiting trial.

XXIII. The United States contends that Dallas ISD submitted and relied upon federal IDEA grant certifications between 2022 and 2024 that certified compliance with all applicable Federal and State law that were inaccurate or misleading for the following reasons:

- i) Section 21.006 required reporting whenever there was “evidence” of covered misconduct. Dallas ISD should have reported Roell to SBEC in 2024 because both the allegations made by the student and his mother in Investigation 7460 of covered conduct constituted “evidence” under Section 21.006. Dallas ISD should have

reported Roell despite the fact that the District's Title IX investigation found, by a different evidentiary standard (preponderance of the evidence), that the allegations against him were "unfounded" and that no Title IX or District policy violation occurred. The United States contends that Dallas ISD applied an evidentiary standard inconsistent with state reporting requirements. By adopting a higher standard than state law requires, Dallas ISD did not make a mandatory report that could have prevented Roell from gaining employment at other schools.

- ii) In addition to the allegations that led to Investigation 7460, the District was aware of other "evidence" against Roell that should have triggered a disclosure under Section 21.006, including (i) Roell's self-disclosure of his 2016 termination from Garland ISD; and (ii) the anonymous allegation about the abuse at a Boy Scout camp that led to the opening of Investigation 7095.
- iii) For the purposes of Section 21.006, Roell's April 1, 2024 letter announcing his intent to resign at the end of the school year was effective on April 1, 2024. Thus, Dallas ISD was obligated to make a report to SBEC within seven business days of April 1, 2024, notwithstanding that the District's Title IX process continued and found the allegation to be unfounded.

F. This Settlement Agreement is neither an admission of liability by Dallas ISD nor a concession by the United States that its claims are not well founded. Dallas ISD specifically denies the allegations in the Covered Conduct.

To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Settlement Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. Dallas ISD and the United States agree to a total Settlement Amount of \$1,000,000.00 as follows:

- a. Dallas ISD shall pay to the United States, by electronic funds transfer, pursuant to written instructions to be provided by Office of the United States Attorney for the Northern District of Texas, the amount of \$145,000 no later than 30 days after the Effective Date of this Agreement.
- b. Dallas ISD shall invest an amount not less than \$855,000 during the three-year period beginning on the Effective Date and ending three years after the Effective Date, on additional training, education, software, and personnel designed to detect, investigate, and report allegations of child abuse or neglect, educator misconduct, and other student-safety concerns (collectively, “Student Safety Matters”). This spending shall be above and beyond the funds that the District already spends on Student Safety Matters. A portion of this amount shall be used to fund the mandatory self-audit described in subsection (c) below. The remainder may include spending on initiatives such as: (i) additional PSO investigator(s) focused on Student Safety Matters that make supplementary reports to the TEA following mandatory reports under Texas Education Code Chapter 22A; (ii) additional Human Resources personnel to oversee and audit reporting of Student Safety Matters; (iii) additional Title IX Coordinator(s)/Specialist(s)/Liaison(s); (iv) expansion of background checks to include searches for pending and settled civil litigation involving allegations of sexual misconduct; and (v) external training on Title IX procedures and Student Safety reporting requirements.
- c. Within one year of the Effective Date, Dallas ISD shall conduct a self-audit of educator sexual misconduct allegations from 2022 to the present to ensure

compliance with Section 21.006 and/or Chapter 22A of the Texas Education Code. The self-audit shall culminate in a report to the TEA documenting the District's findings. The cost of conducting the self-audit shall count toward the \$855,000 minimum investment required by subsection (b).

2. Compliance Program Requirements. Dallas ISD shall adhere to the following compliance requirements for a period of three (3) years from the Effective Date of the Agreement.

a. Within ninety (90) days of the Effective Date of this Agreement, Dallas ISD will contact the local law-enforcement agency or agencies serving each campus (excluding the Dallas ISD Police Department), and the Texas Rangers (DPS) as appropriate, to pursue a Memorandum of Understanding (MOU) that formalizes roles, timelines, notification triggers, information-sharing expectations, and joint response protocols for school-based allegations of child abuse or neglect, educator misconduct, and other student-safety concerns. The MOU shall align with Texas Family Code § 261.101 and Texas Education Code Chapter 22A, including principal and superintendent reporting obligations and TEA's Misconduct Reporting Portal workflow and timelines, which require action within 48 hours. The United States acknowledges that Dallas ISD cannot bind any third party under this Agreement; therefore, Dallas ISD's sole obligation under Section 2(a) is to contact the local law-enforcement agency(ies) serving each campus and the Texas Rangers (DPS) as appropriate and to take all necessary good-faith steps to formalize the MOU(s).

- b. Dallas ISD is obligated under this Agreement to report to the Dallas Police Department any mandatory-reporting event arising under Texas Education Code Chapter 22A.
- c. Within ninety (90) days of the Effective Date, Dallas ISD shall adopt and enforce a single, district-wide “Civil Liability Disclosure Form” that must be fully completed before any applicant, employee, contractor, substitute, volunteer, or service provider is permitted to begin work involving student contact; the Form shall require the applicant to disclose whether the individual has ever been found civilly liable by judgment, arbitration award, administrative finding, or Title IX determination for sexual misconduct, sexual abuse, or an improper relationship with a minor or student, or whether any other entity has been found so liable based on the applicant’s conduct.
- d. Within ninety (90) days of the Effective Date, Dallas ISD shall design, produce, and post mandatory signage on each District campus and facility communicating the non-delegable duty of “professionals” to report suspected child abuse or neglect no later than twenty-four (24) hours after forming reasonable cause, consistent with Texas Family Code § 261.101.
- e. Within ninety (90) days of the Effective Date, Dallas ISD shall implement a “Child Abuse Reporting Requirements” checklist which will detail all of the steps administrators must take when child abuse is reported to them, including the reporting requirements in Texas Family Code § 261.101 and Texas Education Code Chapter 22A.

f. Within ninety (90) days of the effective date of this Settlement Agreement, Dallas ISD shall implement and maintain a comprehensive compliance-training program requiring all Title IX decisionmakers, PSO investigators, all of HR, and the Title IX Coordinator to receive mandatory instruction on SBEC educator-misconduct reporting obligations, including the requirement that principals notify superintendents of suspected misconduct within 48 hours and that superintendents file mandatory reports through the TEA Misconduct Reporting Portal; the training shall ensure that these individuals understand what constitutes educator misconduct and how Title IX investigations may trigger SBEC reporting duties, shall include annual refreshers and updates when state requirements change, and shall require Dallas ISD to document attendance, assess mastery, certify completion, and conduct periodic compliance audits to ensure timely, accurate reporting consistent with state law.

3. Subject to the exceptions in Paragraph 4 (concerning reserved claims) below, and conditioned upon the United States' receipt of the Settlement Amount referenced in Paragraph 1(a) above, the United States releases Dallas ISD from any civil or administrative monetary claim the United States has for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; or the common law theories of breach of contract, payment by mistake, unjust enrichment, and fraud.

4. Notwithstanding the release given in Paragraph 3 of this Agreement, or any other term of this Agreement, the following claims and rights of the United States are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. Any criminal liability;
- c. Except as explicitly stated in this Agreement, any administrative liability or enforcement right, or any administrative remedy, including the suspension and debarment rights of any federal agency;
- d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;
- e. Any liability based upon obligations created by this Agreement; and
- f. Any liability of individuals.

5. Dallas ISD waives and shall not assert any defenses Dallas ISD may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action.

6. Dallas ISD fully and finally releases the United States, its agencies, officers, agents, employees, and servants, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Dallas ISD has asserted, could have asserted, or may assert in the future against the United States, its

agencies, officers, agents, employees, and servants, related to the Covered Conduct and the United States' investigation and prosecution thereof.

7. a. Unallowable Costs Defined: All costs (as defined in 2 C.F.R. § 200.435 and § 200.441) incurred by or on behalf of Dallas ISD, and its present or former officers, directors, employees, board members, and agents in connection with:

- (1) the matters covered by this Agreement;
- (2) the United States' audit(s) and civil investigation(s) of the matters covered by this Agreement;
- (3) Dallas ISD's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil and any criminal investigation(s) in connection with the matters covered by this Agreement (including attorneys' fees);
- (4) the negotiation and performance of this Agreement;
- (5) the payment Dallas ISD makes to the United States pursuant to this Agreement,

are unallowable costs under the Uniform Guidance for Federal awards (hereinafter referred to as Unallowable Costs).

b. Future Treatment of Unallowable Costs: Unallowable Costs will be separately determined and accounted for by Dallas ISD, and Dallas ISD shall not charge such Unallowable Costs directly or indirectly to any awards with the United States.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Within 90 days of the Effective Date of this Agreement, Dallas ISD shall identify and repay by adjustment to future claims for payment or otherwise any Unallowable Costs included in payments previously sought by Dallas ISD or any of its subsidiaries or affiliates from the United States. Dallas ISD agrees that the United States, at a minimum, shall be entitled to recoup from Dallas ISD any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously submitted requests for payment. The United States, including the Department of Justice and/or the affected agencies, reserves its rights to audit, examine, or re-examine Dallas ISD's books and records and to disagree with any calculations submitted by Dallas ISD or any of its subsidiaries or affiliates regarding any Unallowable Costs included in payments previously sought by Dallas ISD, or the effect of any such Unallowable Costs on the amount of such payments.

8. Dallas ISD agrees to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Agreement. Upon reasonable notice, Dallas ISD shall encourage, and agrees not to impair, the cooperation of its directors, officers, and employees, and shall use its best efforts to make available, and encourage, the cooperation of former directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals. Dallas ISD further agrees to furnish to the United States, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and records in its possession, custody, or control concerning any investigation of the Covered Conduct that it has undertaken, or that has been performed by another on its behalf.

9. This Agreement is intended to be for the benefit of the Parties only.
10. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.
11. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.
12. This Agreement is governed by the laws of the United States. The exclusive venue for any dispute relating to this Agreement is the United States District Court for the Northern District of Texas. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.
13. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.
14. The undersigned counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.
15. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.
16. This Agreement is binding on Dallas ISD's successors, transferees, and assigns.
17. All Parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.

18. This Agreement is effective on the date of signature of the last signatory to the Agreement (Effective Date of this Agreement). Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

THE UNITED STATES OF AMERICA

DATED: 10/20/26

RYAN RAYBOULD
UNITED STATES ATTORNEY

BY: Jana Porter
Jana Porter
Assistant United States Attorney
Northern District of Texas

DALLAS INDEPENDENT SCHOOL DISTRICT

DATED: 10/19/26

BY: Stephanie S. Elizalde
Dr. Stephanie S. Elizalde
Superintendent