

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made in the State of Arizona by and between the State of Arizona and the Civil Rights Division of the Arizona Department of Law (collectively referred to in this Agreement as "the State"), Nikita S. Barrow ("Ms. Barrow"), and Maricopa Unified School District No. 20 ("the District").

WHEREAS, Ms. Barrow filed a charge against the District with the Civil Rights Division, Charge No. P0012008001489 ("the ACRD Charge"); and

WHEREAS, the State, acting on behalf of Ms. Barrow, filed a civil action against the District in Maricopa County Superior Court, Case No. CV2009-004597 ("the Litigation"); and

WHEREAS, the District expressly denies that it may be liable to the State or to Ms. Barrow on any basis or that it has engaged in any improper or unlawful conduct or wrongdoing; and

WHEREAS, the parties desire to resolve the State's and Ms. Barrow's claims rather than engage in protracted and expensive litigation;

NOW THEREFORE, in consideration of the premises and the mutual agreements, covenants, and provisions contained in this Agreement, the parties agree and declare as follows:

1. Consideration.

a. The District or its agent will pay Ms. Barrow \$9,000.00. The District or its agent also will pay the State \$1,000.00 for monitoring this Agreement and for the advancement of civil rights. The check to the State will be made payable to the Office of the Attorney General, State of Arizona. The District or its agent will make such payments within 30 days after the parties' execution of this Agreement, and will transmit such payments to Assistant Attorney General Ann Hobart.

b. Within 90 days after the parties' execution of this Agreement, the District will provide its Department Heads and school Principals with training by a qualified trainer on the prevention of employment discrimination. For purposes of this Agreement, a qualified trainer is a person or agency which is knowledgeable about the legal requirements under state and federal employment laws. The training shall consist of at least one hour of instruction. Within 10 days of the completion of this training, the District will provide written notice to Assistant Attorney General Ann Hobart that it has complied with the terms of this paragraph.

c. The District represents that it has established and maintains written policies prohibiting discrimination on the basis of any lawfully protected class status, and prohibiting unlawful retaliation against persons who engaged in lawfully protected conduct (Governing Board Policies AC, AC-R, AC-E, GBA, GBA-R, and GBA-E). The District represents that it disseminates those policies to its employees or otherwise makes those policies accessible to its employees in the normal course of its hiring and orientation process.

2. Waiver And Release Of Claims By Ms. Barrow.

a. Ms. Barrow waives, releases, and discharges all of her existing rights to any relief of any kind (known and unknown) from the District and its insurers, affiliated entities, divisions, directors, board members, officers, employees, agents, successors, and assigns (all of whom are referred to collectively in this Agreement as "the Employer"), including without limitation all claims that arise out of or that relate to her employment or separation from employment with the District, all claims that she asserted or could have asserted in the ACRD Charge, all claims that she or the State asserted or could have asserted in the Litigation, all claims that arise out of or that relate to any of the statements or actions of the Employer, all claims that arise under the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family & Medical Leave Act, the Fair Labor Standards Act, the National Labor Relations Act, the Arizona Civil Rights Act, the Arizona wage payment laws, the Arizona Employment Protection Act, the Arizona education code, or the Arizona teacher, school administrator, or classified employee laws, all claims for relief or other benefits under any other federal, state, or local statute, ordinance, regulation, rule of decision, or principle of common law, all claims that the Employer engaged in conduct prohibited on any basis under any federal, state, or local statute, ordinance, regulation, rule of decision, or principle of common law, and all claims for attorneys' fees, liquidated damages, punitive damages, costs, and disbursements ("Claims").

b. Ms. Barrow acknowledges and agrees that the waiver, release, and discharge in this Agreement is a general release of all Claims, known and unknown. Ms. Barrow acknowledges that she may hereafter discover Claims, facts, or causes of action presently unknown, unsuspected, or different from those that she now suspects or believes to be true. Ms. Barrow expressly waives and assumes the risk that the facts or law may be other than she believes them to be. Ms. Barrow intends by the execution of this Agreement to fully, finally, and forever release all known and unknown Claims, regardless of the discovery or existence of any additional or different facts or Claims at any time after she signs this Agreement.

3. Payment Of Taxes. The payment to Ms. Barrow under this Agreement is in recognition of the settlement of her Claims, and not as salary continuation, severance pay, vacation pay, or any other form of wages, and the District or its agent will not withhold payroll taxes from such payment. Ms. Barrow will provide the District or its agent with an appropriate IRS Form W-9 to document her taxpayer ID number, and the payment will be reported to the IRS pursuant to IRS Form 1099. The Employer does not make any representation or warranty to Ms. Barrow regarding the tax treatment or consequences of any payment under this Agreement. Ms. Barrow will be solely responsible for the payment of all taxes of whatever kind that may be due or payable in connection with such payment, and will indemnify and hold the Employer harmless from all liens, actions, or claims on the part of the Internal Revenue Service or any other tax authority in connection with such payment. This indemnity and hold harmless agreement will apply as to the full amount of all such liens, actions, or claims, and all expenses incurred in connection therewith.

4. Stipulation To Dismissal. Promptly upon the parties' execution of this Agreement, the parties to the Litigation will execute and file a Stipulation to Dismissal of the

Litigation with prejudice and on the merits, and without awarding attorneys' fees, costs, or disbursements to any party.

5. No Admission Of Wrongdoing. This Agreement does not constitute an admission that any person or entity violated any local, state, or federal ordinance, regulation, ruling, statute, rule of decision, or principle of common law, or that any person or entity engaged in any improper or unlawful conduct or wrongdoing. The District expressly denies that it violated any of Ms. Barrow's rights, and denies that it is liable to Ms. Barrow on any basis.

6. Invalidity. In the event that a court of competent jurisdiction determines that any provision of this Agreement is invalid, illegal, or unenforceable in any respect, such a determination will not affect the validity, legality, or enforceability of the remaining provisions of this Agreement, and the remaining provisions of this Agreement will continue to be valid and enforceable.

7. Successors And Assigns. This Agreement will be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors, and assigns.

8. No Rule Of Strict Construction. All parties have approved the language of this Agreement, and no rule of strict construction will be applied against any party.

9. Entire Agreement. The parties intend for this Agreement to define the full extent of their legally enforceable undertakings. The parties do not intend that any representations or statements made in any prior conversations, discussions, negotiations, correspondence, or writings between them be legally enforceable, and all other agreements and understandings between them relating to the subject matter of this Agreement are superseded by this Agreement. The parties will execute and deliver to each other any and all such further documents and instruments, and shall perform any and all such other acts, as reasonably may be necessary or proper to carry out or effect the purposes of this Agreement.

10. Headings. The descriptive headings of the paragraphs and subparagraphs of this Agreement are intended for convenience only, and do not constitute parts of this Agreement.

11. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

12. Governing Law. This Agreement will be construed in accord with, and any dispute or controversy arising from any breach or asserted breach of this Agreement will be governed by, the laws of the State of Arizona.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated at their respective signatures below.

DATED this 26th day of October, 2009.

State of Arizona

By: Anna Sabant
Its: Assistant Attorney General

DATED this 22 day of October, 2009.

Mikita S. Barrow
Mikita S. Barrow

DATED this _____ day of October, 2009.

Maricopa Unified School District No. 20

By: _____
Its: _____

2208119.3

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated at their respective signatures below.

DATED this ____ day of October, 2009.

State of Arizona

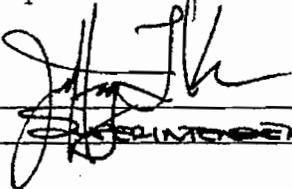
By: _____
Its: _____

DATED this ____ day of October, 2009.

Nikita S. Barrow

DATED this 29 day of October, 2009.

Maricopa Unified School District No. 20

By:  _____
Its: PRINCIPAL _____

2208119.3