

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("the Settlement Agreement") is made and entered into by and among the following parties as of the dates in which they signed this Settlement Agreement:

PARTIES

1. State of Arizona *ex rel.* Attorney General Terry Goddard and the Civil Rights Division of the Arizona Department of Law ("Plaintiff");
2. Pima County Community College District, an Arizona political subdivision, d/b/a Pima County Community College ("Defendant"); and
3. Stacy Duvall ("Duvall").

OTHERS

- A. Arizona School Risk Retention Trust ("Trust").

RECITALS

A. Plaintiff alleges that Defendant failed to provide qualified interpreters to Duvall, a deaf individual, while Duvall was a student at Defendant's College, and alleges that Duvall was damaged as a result of certain alleged acts or omissions of Defendant in violation of the Arizona Americans with Disabilities Act, A.R.S. § 41-1492, *et seq.* Plaintiff, on behalf of Duvall, has made claims seeking monetary damages and injunctive and affirmative relief on account of those acts or omissions all as is set forth in the civil action filed by Plaintiff in Maricopa County Superior Court on or about November 17, 2006, known as *The State of Arizona, ex rel. Terry Goddard, the Attorney General, et al. v. Pima County Community College District*, CV 2006-017732 ("the Lawsuit.")

B. The Trust is Defendant's insurer with respect to the alleged acts or omissions described in Recital A above.

C. All parties desire to enter into this Settlement Agreement in full settlement and discharge of all claims which have been, or might have been made in the Lawsuit or otherwise, by reason of Defendant's alleged failure to provide qualified interpreters and acts or omissions with respect to Duvall, as described in Recital A above, upon the terms and conditions set forth below.

AGREEMENT

The parties agree as follows:

1.0 Release and Discharge

1.1 In consideration of the payment and performance of other terms and conditions set forth in Section 2, Duvall does hereby completely release and forever discharge Defendant and the Trust from any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damages, costs, losses of services, expenses (including attorneys' fees and costs actually incurred) and compensation of any nature whatsoever, whether based on a tort, contract or other theory of recovery, which Duvall now has, or which may hereafter accrue or otherwise be acquired, on account of, or may in any way grow out of the alleged failure to provide qualified interpreters and acts or omissions with respect to Duvall described in Recital A above, including, without limitation, any and all known or unknown injuries to Duvall, which have resulted or may result from the alleged acts or omissions of the Defendant.

1.2 This release and discharge shall also apply to the Defendant's present, past and future board members and to the Trust's past, present and future board members, as well as employees, volunteers, spouses, directors, members, attorneys, agents, servants, representatives, departments, agencies, subsidiaries, affiliates, partners, predecessors and successors in interest, and assigns and all other persons, firms or corporations with whom any of the former have been, are now, or may hereafter be affiliated (collectively, the "Released Parties").

1.3 The Plaintiff and Duvall acknowledge and agree that the release and discharge from Duvall set forth above is a general release. Duvall expressly waives and assumes the risk of any and all claims for damages which exist as of this date, but of which she does not know or suspect to exist, whether through ignorance, oversight, error or negligence. The Plaintiff further agrees that payment to Duvall of the sum specified in Paragraph 2.1 and performance of the other consideration specified in Paragraph 2.2 by Defendant and the Trust is a compromise and settlement of matters involving disputed issues of law and fact.

1.5 It is understood and agreed to by the Plaintiff that this settlement is a compromise of a disputed claim, and the payment is not an admission of liability on the part of the Released Parties, by whom liability is expressly denied.

2.0 Payments and Other Consideration

2.1 In consideration of the release set forth above, the Defendant shall ensure that the Trust, on behalf of the Defendant will pay Duvall the sum of TWENTY-FIVE THOUSAND DOLLARS and No/100 (\$25,000.00) in settlement of Duvall's damages arising from the occurrence described in Recital A. Payment shall be made by delivering a check made payable to Stacy Duvall in the amount of \$25,000 to Assistant Attorney General Sandra R. Kane,

Civil Rights Division 1275 W. Washington, Phoenix, Arizona 85007, or her successor, within thirty (30) days of the effective date of this Settlement Agreement. A Form 1099 will be issued and Duvall will be responsible for any and all taxes due. Duvall acknowledges that she has had the opportunity to confer with a tax attorney and/or accountant regarding any tax liability arising from this payment and that no representations have been made to her regarding tax liability issues by the Defendant, the Plaintiff or the Trust. Plaintiff and Duvall understand and agree that this is all the money that Duvall will ever receive from the Released Parties in connection with the Lawsuit or the alleged failure to provide qualified interpreters and acts or omissions of Defendant with respect to Duvall as described in Recital A above.

2.2 Other Consideration

(1) Defendant agrees to undertake the following reforms and other measures to promote compliance with the legal requirement to ensure that no individual with a disability is excluded, denied services, segregated or otherwise treated differently than other individuals because of the absence of auxiliary aids and services, including but not limited to qualified sign language interpreters.

(a) In order to increase Defendant's supply of qualified sign language interpreters from which it can draw to meet student needs, Defendant has added Arizona Interpreting Service (AIS) and AC Interpreting Service (ACIS) to its previous roster of vendor agencies and qualified independent interpreters with whom it will contract to provide interpreters. The previous roster of vendor agencies included Hands Above the Rest Interpreting Services and Catholic Outreach Program for the Deaf (COPD). Defendant further agrees to consider other methods of ensuring an adequate supply of qualified interpreters, should the addition of vendor agencies fail to satisfy the need for qualified interpreters.

(b) In order for the Defendant to be competitive with other entities vying for the same interpreting services, Defendant has increased the rates paid to independently retained sign language interpreters to a range from \$20/hour to \$44/hour. It is Defendant's intention to remain competitive in the future with respect to the rates paid to independently retained sign language interpreters.

(2) To promote the goal of having staff and students more fully understand their rights and responsibilities with respect to disabled student resources, Defendant agrees to the following:

(a) Defendant has adopted and shall adhere to SPG 1501-AG (Disabled Students' Complaint Procedure), attached hereto as Exhibits A.

(b) Defendant has also revised and shall adhere to SPG 1501-AD (ADA & Reasonable Accommodation Guidelines for Students), attached hereto as Exhibit B. Revised SPG 1501-AD clarifies, among other things, that: (i) Defendant will use only licensed, qualified sign language interpreters; (ii) to be qualified, sign language interpreters must be able to interpret effectively, accurately and impartially both receptively and expressively using any necessary specialized vocabulary; (iii) if more than one sign language interpreter is

assigned in a team situation, all must be qualified interpreters; (iv) Defendant will assign interpreters who can effectively communicate with each of the students if more than one disabled student is in a particular class; (v) Defendant will replace sign language interpreters who, after assignment, are unable to effectively communicate in the necessary sign language, signing system or modes of communication; and (vi) Defendant will not retaliate against or intimidate disabled students for asserting their rights or filing complaints.

(c) To promote an awareness among disabled students of DSR's standard practice guides and know how to file a complaint, Defendant has posted on Defendant's website specific reference to the document entitled, "Rights and Responsibilities of Disabled Students and Pima Community College," attached as Exhibit C. This document, among other things, references the website of the Arizona Civil Rights Division of the Attorney General's Office and the Office of Civil Rights of the United States Department of Education. On or before the effective date of this Settlement Agreement, Defendant's website shall also reference Exhibits A and B. In addition, Defendant shall institute a practice of informing disabled students of the existence of Defendant's SPGs during orientation while service plans for the students are being developed, and shall make the SPG's readily accessible to all students.

(d) To provide better services to disabled students, Defendant shall implement substantial training for DSR employees as well as other employees substantially involved in the provision of DSR services to Defendant's students, in accordance with the Outline of Training Relating to Students with Disabilities, attached as Exhibit D. This training shall not be less than three hours per session, shall be provided by a qualified outside entity or individual, shall commence on or before sixty (60) days from the effective date of this Settlement Agreement, and shall be completed within one hundred eighty (180) days thereafter. For one year from the effective date of this Settlement Agreement, Defendant shall keep records of the names of the persons who attended the training and the training dates, and shall make those records available to Plaintiff, upon request.

(3) Defendant shall not directly or indirectly engage in retaliation of any kind against Duvall or against any other person because of the matters raised in the Lawsuit or because he or she has opposed any practice reasonably believed by him or her to be unlawful under the Arizonans with Disabilities Act, A.R.S. §§ 41-1492 to 41-1492.11, or because he or she has given testimony or assistance, or participated in any manner in any investigation or proceeding under the Arizonans with Disabilities Act.

(4) Defendant agrees to and has already removed from Duvall's cumulative educational record any reference to code of conduct charges.

(5) For one year from the effective date of this Settlement Agreement, Defendant will retain copies of any written complaints related to accommodations for deaf or hard of hearing students and how the complaint was resolved and, upon request by the Arizona Civil Rights Division of the Attorney General's Office, will provide copies of all such documents to the Division redacted as required by the Federal Education Rights and Privacy Act.

(6) The Plaintiff and Defendant agree that if there is a dispute related to the provision of services or accommodations for deaf or hard of hearing students during the one year period after the execution of this Agreement, the parties will first attempt to resolve such dispute informally between the parties. If the dispute cannot be resolved informally, the parties agree to mediate such dispute at Plaintiff's option through mediator Christopher Skelly, such cost to be borne by Defendant. This Settlement Agreement is not intended to nor does it limit any other rights or remedies that Plaintiff may have available under the Arizona Civil Rights Act.

3.0 Attorney's Fees

Except as set forth in Paragraph 2.2(6), each party shall bear all attorney's fees and costs arising from the actions of their own counsel in connection with this Settlement Agreement, the matters and documents referred to herein, and all related matters.

4.0 Governing Law

The Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of Arizona.

5.0 Additional Documents

All parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement. Plaintiff further agrees that upon payment of the sum and actions taken by Defendant as set forth in Paragraphs 2.1 and 2.2, Plaintiff and Defendant will file a stipulation and proposed order for dismissal of the Lawsuit with prejudice.

6.0 Notices and Written Requests

All notices and other requests to the Defendant under this Settlement Agreement shall be sent to Terry Flores, ADA/504 Coordinator, 4905 East Broadway, Tucson, Arizona, 85709-1005, 520-206-4539, tflores@pima.edu. All notices, documents and other requests to Plaintiff under this Settlement Agreement shall be sent to Assistant Attorney General Sandra R. Kane, 1275 West Washington Street, Phoenix, Arizona 85007 or her successor.

7.0 Entire Agreement and Successors in Interest

This Settlement Agreement contains the entire agreement with regard to the matters set forth in it and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each. There shall be no modification of this Settlement Agreement without the written consent of the parties.

8.0 Effectiveness

This Settlement Agreement shall become effective immediately following execution by the Parties. The effective date shall be the date that this Settlement Agreement is signed by the last party.

9.0 Counterparts

This Agreement may be executed in two or more counterparts, transmitted by facsimile or otherwise, each of which will be deemed an original, and all of which together will constitute a single instrument.

10.0 Authority

The parties represent that the persons whose signatures appear below have been and are duly authorized to enter into this Settlement Agreement on their behalf.

TERRY GODDARD
Attorney General

By _____
Sandra Kane
Assistant Attorney General
Arizona Civil Rights Division
Date: _____

By _____
Stacy Duvall
Date: _____

PIMA COUNTY COMMUNITY
COLLEGE DISTRICT, an Arizona political
subdivision, d/b/a Pima Community College

By Roy F. Hor
Its Chancellor
Date: 1/10/08

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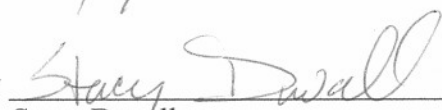
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TERRY GODDARD
Attorney General

By 
Sandra Kane
Assistant Attorney General
Arizona Civil Rights Division

Date: 1/17/08

By 
Stacy Duvall

Date: 01/14/08

PIMA COUNTY COMMUNITY
COLLEGE DISTRICT, an Arizona political
subdivision, d/b/a Pima Community College

By _____

Its _____

Date: _____