

FILE DATED

DEC 15 2006

CONSENT AGREEMENT

November 9, 2006

Indiana State Civil Rights Commission

THIS AGREEMENT is between Michael Jordan and Raii Michael Jordan and The Trustees of Indiana University on behalf of Indiana University Purdue University Indianapolis ("IUPUI").

**1. Recitations**

- 1.01 Michael Jordan and Raii Michael Jordan filed a Complaint of Discrimination with the Indiana Civil Rights Commission ("ICRC") relating to alleged incidents that occurred at the IUPUI campus on or about March 22, 2005 and April 5, 2005.
- 1.02 University is the legal entity which has the legal responsibility to own, manage, and control Indiana University, the state university of Indiana, including the IUPUI campus.
- 1.03 As a result of evaluation of the needs of the parties, it is in the best interest that the Michael Jordan and Raii Michael Jordan settle, release and discharge the University from any and all claims, grievances, charges or assertions against the University or its trustees, employees, agents or representatives relating to the matters set forth or which might or could have been set forth in her Charge of Discrimination filed with the ICRC (ICRC Docket No. Para0560322) (the "claims"), and Michael Jordan and Raii Michael Jordan are willing to do so upon condition that they be compensated as specified in this Agreement. The parties agree that the execution of this Agreement does not constitute any admission that any party hereto violated any law or committed any wrongful act, nor does it represent a validation/invalidation of the correctness of the ICRC complaint. Such execution only represents the parties' desire to settle and conciliate this matter without the necessity and burden of further process, including litigation.

**2. Intentions of the Parties**

- 2.01 Michael Jordan and Raii Michael Jordan intend and understand that this Agreement will accomplish a complete and permanent settlement, release and discharge of all rights that relate to the claims except the payment expressly provided for and the other consideration called for by this Agreement.

**3. Agreements of Michael Jordan and Raii Michael Jordan**

- 3.01 Michael Jordan and Raii Michael Jordan agree that the payments specified in section 4.01 shall be the only consideration for the settlement, release and discharge of the claims.
- 3.02 Michael Jordan and Raii Michael Jordan represent that each has read this Agreement; that each has sought or has had the opportunity to seek the advice of

counsel prior to executing this Agreement, for counsel to fully explain each and every provision of this Agreement; that each fully understands each and every provision of this Agreement; and that each has voluntarily executed this Agreement.

- 3.03 Michael Jordan and Raii Michael Jordan agree that in consideration of University's and other agreements contained in this Agreement, they do hereby irrevocably and unconditionally release, acquit and forever discharge Robert L. Dine and the University and its successors, divisions, affiliates, trustees, officers, employees, agents, representatives, attorneys, and insurers, as well from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of actions, suits, grievances, rights, demands, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred) of any nature whatsoever, known or unknown, suspected or unsuspected, which Michael Jordan and Raii Michael Jordan has against Robert L. Dine and University to the date of this Agreement arising directly or indirectly out of the claims including, but not limited to, rights arising out of alleged violations of any contract, express or implied, or any covenant of good faith and fair dealing, express or implied, or any tort, or any federal, state, or other government constitution, statute, regulation, or ordinance, including, without limitation, Title VII of the Civil Rights Act of 1964, as amended, The Civil Rights Act of 1991, and any and all claims of whatever nature relating to the claims filed with the ICRC. Michael Jordan and Raii Michael Jordan expressly acknowledges that this release includes, but is not limited to any claim of discrimination based on age, race, sex, religion, disability or national origin or any other claim of discrimination including retaliation. Michael Jordan and Raii Michael Jordan agree not to bring any complaints, grievances, administrative charges or legal actions based on the facts which led to the dispute that this Agreement is resolving or for acts that occurred prior to the execution of this Agreement. If Michael Jordan or Raii Michael Jordan should violate this provision, the University shall be entitled to recover any payment(s) made hereunder as well as its costs and attorney fees for defending the charge or legal action that is brought.
- 3.04 Should an external agency bring a complaint or charge on Michael Jordan's or Raii Michael Jordan's behalf based on the facts that led to the dispute that this Agreement is resolving, Michael Jordan and/or Raii Michael Jordan will notify the agency promptly that the matter has been resolved to their satisfaction and they do not wish to have the matter pursued. If the agency independently determines to pursue the complaint or legal action, Michael Jordan and Raii Michael Jordan hereby waive any right to, and will not accept, any remedy obtained through the efforts of that agency.
- 3.05 Michael Jordan and Raii Michael Jordan represent that they have not filed against the University or Robert L. Dine any complaint (other than the ICRC complaint referenced above), charge, grievance or action at law regarding the issues that this Agreement is resolving. Michael Jordan and Raii Michael Jordan agree to

withdraw their complaint pending before the ICRC and to withdraw any other complaint, charge, grievance or action of law regarding the issues that this Agreement is resolving which may be filed with any other tribunal, agency or entity having jurisdiction.

#### **4. Agreements of University**

- 4.01 In consideration of Michael Jordan's and Raii Michael Jordan's surrender of all rights each might have that stem from the claims, University WILL PAY MICHAEL JORDAN Fifteen Thousand Dollars (\$15, 000.00); and University WILL PAY RAII MICHAEL JORDAN One Thousand Dollars (\$1,000.00). Payment will be made by checks. The checks will be mailed to Michael Jordan and Raii Michael Jordan at One East 36<sup>th</sup> Street, Apartment #204, Indianapolis, IN 46205 within seven days after execution of this Agreement.
- 4.02 University shall ensure that diversity training is provided to the entire staff of the IUPUI Police Office. The diversity training shall be conducted by the IUPUI Office of Affirmative Action, and shall be completed by June 1, 2007. The diversity training may consist of events previously planned by the University.
- 4.03 University agrees that from the date of execution of this Agreement and through December 31, 2007, the ICRC may review compliance with this Agreement. As part of such review, the ICRC may require written reports concerning compliance, examine witnesses and copy pertinent records of the University at any reasonable time and upon giving reasonable prior notice to University.

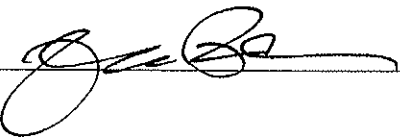
#### **5. Agreements of Both Parties**

- 5.01 This Agreement is the entire and only Agreement on this subject between the parties and all prior letters, oral statements, and other communications are merged into and replaced by this Agreement.
- 5.02 This Agreement may be executed in several counterparts each of which and all together shall be but one Agreement.
- 5.03 The person who signs on behalf of University represents and warrants that she/he has been duly empowered to execute and deliver this Agreement as the act of the University.
- 5.04 The provisions of this Agreement are severable and, if any part is found to be unenforceable, the other paragraphs shall remain fully valid and enforceable.

5.05 This Agreement shall be governed by, and constructed pursuant to, the laws of the State of Indiana, and any litigation arising out of this Agreement shall be venued in Marion County, Indiana.

IN WITNESS WHEREOF, the parties have entered this Agreement and executed their signatures intending each to be bound thereby, this 9th day of November, 2006.

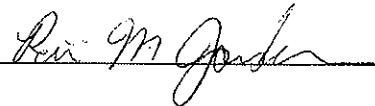
THE TRUSTEES OF INDIANA UNIVERSITY

By:  \_\_\_\_\_

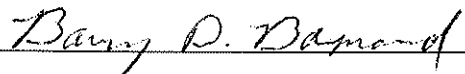
MICHAEL JORDAN

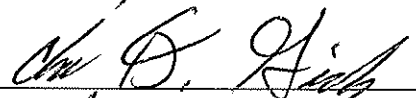
 \_\_\_\_\_

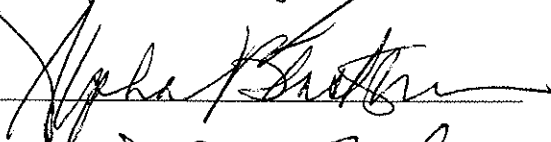
RAII MICHAEL JORDAN

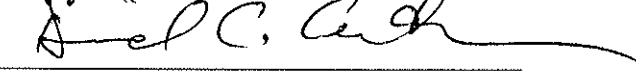
 \_\_\_\_\_

INDIANA CIVIL RIGHTS COMMISSION

By:  \_\_\_\_\_

By:  \_\_\_\_\_

By:  \_\_\_\_\_

By:  \_\_\_\_\_