

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (hereinafter "Agreement") is made and entered into by and between JUN XIAO, an individual, and ST. LOUIS COMMUNITY COLLEGE (hereinafter "College"), a junior college located in the City and County of St. Louis, Missouri.

WHEREAS, Jun Xiao is currently a student at the College; and

WHEREAS, on or about October 24, 2007, Jun Xiao was placed on disciplinary probation for sending certain emails to classmates in an organic chemistry class, and for certain other activities that College officials considered disruptive (said e-mails and activities hereinafter referred to as the "Disciplinary Incidents"); and

WHEREAS, Jun Xiao claims he had a First Amendment right to send the emails in question, denies the disruptive conduct charged, and has appealed the initial decision to the Student Appellate Hearing Committee; and

WHEREAS, the parties have agreed to amicably resolve the above-referenced matters through this Agreement;

NOW, THEREFORE, in exchange for the good and valuable considerations contained herein, the parties agree as follows:

1. The College shall immediately dismiss all disciplinary charges against Jun Xiao and will remove all records from Xiao's permanent file relating to the Disciplinary Incidents and the probation. This agreement shall not be considered part of Xiao's permanent file. In the future, all communications between the College and other schools concerning Jun Xiao will only reflect the information that is in the permanent file. In addition, Xiao access to the College's Blackboard system will be restored.

2. Jun Xiao will hereby waive and release and discharge any and all further legal claims and actions, suits of every kind against the College and its representative administrators, trustees, employees and/or agents arising out of or based upon any fact(s) or event(s) which occurred on or prior to the effective date of this Agreement, including any claim and action, suit relating to: (i) the First Amendment of the United States Constitution; (ii) the Missouri Sunshine laws.

3. This agreement shall be effective as of the date it is signed by both parties.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the dates indicated below.

ST. LOUIS COMMUNITY COLLEGE

~~Jun Xiao~~
Jun Xiao ~~Jun Xiao~~

Date: 1/25/2008.

By: Paul F.

Date: 1/25/2008