

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Agreement”) is made and entered into by and among Montgomery County Public Schools (“Respondent”), [REDACTED] and [REDACTED] (“Charging Parties”), and the United States Department of Justice, Civil Rights Division, Office of Special Counsel for Immigration-Related Unfair Employment Practices (“OSC”) (together, “the parties”).

WHEREAS, on October 20, 2015, OSC received charges filed by the Charging Parties against Respondent, DJ#s 197-35-434 and -435 (the “OSC Charges”), alleging unfair documentary practices in violation of the unfair immigration-related employment practices provisions of 8 U.S.C. § 1324b (the “Act”).

WHEREAS, OSC concluded based upon its investigations of the OSC Charges (the “OSC Investigations”) that there is reasonable cause to believe that Respondent committed unfair documentary practices against the Charging Parties by requesting more or different documents from them than required for employment eligibility verification and refusing to honor their valid documents establishing their identity and employment eligibility, because of their immigration status.

WHEREAS, Respondent denies that it engaged in any unfair documentary practices against the Charging Parties or otherwise violated any rights of the Charging Parties, and maintains that it has at all times complied with the relevant law and will continue to do so.

WHEREAS, OSC, the Charging Parties, and Respondent wish to resolve the OSC Charges without any admission of liability or admission that any of the [REDACTED] rights were in any way violated and without further delay or expense and hereby acknowledge that they are voluntarily entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth below and to fully and finally resolve the OSC Charges as of the date of this Agreement, it is agreed as follows:

1. Respondent has extended to the Charging Parties offers of full-time employment for the 2016-2017 school year. In addition, Respondent agrees that within ten (10) business days from the effective date of this Agreement, Respondent shall send back pay payments in the amount of four thousand four hundred and fifty dollars (\$ 4,450.00) to [REDACTED] and in the amount of four thousand four hundred and fifty dollars (\$ 4,450.00) to [REDACTED] to the address provided by OSC. Respondent may withhold applicable taxes based on the rates of the current year and shall provide the Charging Parties’ with any applicable income tax reporting form. Respondent is separately responsible for paying any employer-side taxes or Social Security contributions or other payments due under applicable federal or state law based on the back pay payment. On the same day

Respondent makes this payment, Respondent shall send photocopies of the checks as proof of payment to Joann Sazama at [joann.sazama@usdoj.gov](mailto:joann.sazama@usdoj.gov).

2. Respondent will not discriminate on the basis of citizenship, immigration status, or national origin in violation of 8 U.S.C. § 1324b during the hiring, recruitment, employment eligibility verification, and firing processes.
3. Respondent will avoid discrimination in the employment eligibility verification and re-verification process by (a) honoring documentation that on its face reasonably appears to be genuine, relates to the person, and satisfies the requirements of 8 U.S.C. § 1324a(b), (b) not requesting more or different documents than are required by law, and (c) permitting all employees to present any document or combination of documents acceptable by law.
4. Respondent will not intimidate, threaten, coerce, or retaliate against the Charging Parties or any other individual for his or her participating in this matter or for the exercise of any right or privilege secured by 8 U.S.C. § 1324b.
5. Respondent will not disclose to any employer or prospective employer of the Charging Parties any information or documentation related to the Charging Parties' charges filed with OSC. Respondent will limit the dissemination and availability of information regarding the existence of, allegations in, investigation of, and resolution of the OSC Charges to those who have a legitimate business related need for this information.
6. Respondent shall post an English and Spanish version of the OSC "If You Have The Right to Work" poster ("OSC Poster"), available at <http://www.justice.gov/crt/about/osc/htm/worker.php#>, on Respondent's website under "Careers" and within its applicant tracking system. The OSC Poster will be posted within fourteen (14) days from the effective date of this Agreement and will remain posted for one year thereafter.
7. Within ninety (90) days from the effective date of this Agreement, Respondent's Associate Superintendent for Human Resources and Development, its General Counsel, and its staff in the Performance, Evaluation and Compliance Unit of the Office of Human Resources and Development (OHRD) will join OSC's e-mail distribution list, available at <https://public.govdelivery.com/accounts/USDOJ/subscriber/new>, and Respondent's personnel in the Office of Human Resources and Development (OHRD) who are involved in hiring, recruitment, and employment eligibility verification (including those who act as or are designated as staffing coordinators) will attend a training regarding their obligation to comply with 8 U.S.C. § 1324b, as provided by OSC.
  - a. The training will consist of viewing a remote webinar presentation facilitated by OSC on a date(s) agreed upon by OSC and Respondent. OSC will provide the webinar registration link to Respondent. Participants will register for the webinar presentation at <http://www.justice.gov/crt/about/osc/webinars.php>.

- b. The employees specified in this paragraph will be paid their normal rate of pay during the training, and the training will occur during their normally scheduled workdays and work hours. Respondent shall bear all costs associated with these training sessions.
  - c. For a period of one year from the effective date of this Agreement, Respondent's personnel in OHRD performing duties specified in Paragraph 9 who are hired after the initial training described in this paragraph has been conducted will attend an OSC Employer/HR webinar within sixty (60) days of hire.
  - d. Respondent will notify OSC at [joann.sazama@usdoj.gov](mailto:joann.sazama@usdoj.gov) within five (5) days after having an employee attend a webinar presentation required under this paragraph. The notice will include the names of Respondent's employees who attended the webinar training, their titles, and the date of the training.
  - e. Within ninety (90) days of the effective date of this Agreement, the employees specified in this paragraph will be directed by MCPS to review the most current version of the USCIS Employment Eligibility Verification Handbook for Employers (M-274) ("Handbook"), available at [www.uscis.gov/I-9Central](http://www.uscis.gov/I-9Central), and the most current version of the USCIS E-Verify Manual (M-775) ("Manual"), available at [www.uscis.gov/USCIS/Verification/E-Verify/E-Verify\\_Native\\_Documents/manual-employer\\_comp.pdf](http://www.uscis.gov/USCIS/Verification/E-Verify/E-Verify_Native_Documents/manual-employer_comp.pdf). MCPS will make the Handbook available to these employees.
8. For one year from the effective date of this Agreement, OSC reserves the right to make reasonable inquiries necessary to determine Respondent's compliance with this Agreement, and Respondent agrees that it will timely respond to such inquiries. The parties agree that this Agreement does not alter OSC's statutory authority to conduct future investigations of Respondent.
9. This Agreement resolves any and all differences between the parties relating to the OSC Charge Nos. 197-35-434 and -435 through the date this Agreement is signed by all parties.
10. The Office of Special Counsel and Respondent agree, in the event the Charging Parties do not sign this Agreement, to be bound by the terms of this Agreement, except for paragraph 1, and that the failure to obtain the Charging Parties' signatures does not affect the validity of this Agreement. If the Charging Parties fail to sign this Agreement, the Office of Special Counsel agrees that it will nonetheless close the investigation of the Charging Parties' charges in accordance with the remainder of the terms of this Agreement.
11. This Agreement may be enforced in the United States District Court for the District of Maryland during the term that this Agreement is in effect.

12. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement. The parties agree that they will not, individually or in combination with another, seek to have any court declare or determine that any provision of this Agreement invalid.
13. The parties agree to bear their own costs, attorneys' fees and other expenses incurred in the investigation of the OSC Charges.
14. This Agreement sets forth the entire agreement among the parties and fully supersedes any and all prior agreements or understandings pertaining to the subject matter herein.
15. The effective date of this Agreement shall be the date that the last party signing this Agreement transmits a copy of the signature page to the other parties.
16. This Agreement shall remain in effect for one year from the effective date.
17. This Agreement may be executed in multiple counterparts, each of which together shall be considered an original but all of which shall constitute one agreement. The parties agree to be bound by facsimile signatures.

**Montgomery County Public Schools**

By:

\_\_\_\_\_  
Joshua Civin  
General Counsel

Dated: \_\_\_\_\_

**Charging Party**

By:

\_\_\_\_\_  


Dated: \_\_\_\_\_

**Charging Party**

By:

\_\_\_\_\_  


Dated: \_\_\_\_\_

**Office of Special Counsel for Immigration-Related Unfair Employment Practices**

By:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Alberto Ruisanchez  
Deputy Special Counsel

C. Sebastian Aloit  
Special Litigation Counsel

Hillary Valderrama  
Trial Attorney

Joann Sazama  
Equal Opportunity Specialist