

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement") is made and entered into by and between Aldine Independent School District ("Respondent") and the United States Department of Justice, Civil Rights Division, Office of Special Counsel for Immigration-Related Unfair Employment Practices ("Office of Special Counsel" or "OSC").

WHEREAS, on December 1, 2015, the Office of Special Counsel opened an independent investigation (DJ# 197-74-537) (the "Investigation") into whether Respondent engaged in unfair documentary practices in violation of 8 U.S.C. § 1324b(a)(6) of the Immigration and Nationality Act (the "Act").

WHEREAS, the Office of Special Counsel found, based upon its independent investigation, that Respondent engaged in discriminatory documentary practices based on immigration status in violation of the Act beginning no later than December 1, 2010, and continuing until at least December 1, 2015, by subjecting lawful permanent residents who presented a permanent resident card at the time of initial hire to an unnecessary reverification of their work authorization.

WHEREAS, Respondent understands its obligation under 8 U.S.C. § 1324b to treat all individuals equally, without regard to citizenship, immigration status, or national origin, during the hiring, firing, and employment eligibility verification and re-verification processes.

WHEREAS, the Office of Special Counsel and Respondent wish to resolve the OSC Investigation 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 Investigation as of the date of this Agreement, it is agreed as follows:

1. Respondent shall pay a civil penalty to the United States Treasury in the total amount of one hundred and forty thousand dollars (\$140,000).
2. Respondent shall pay the monies discussed in paragraph 1 via the FedWire electronic fund transfer system within ten (10) business days of receiving fund transfer instructions from OSC. On the day of payment, Respondent shall confirm via e-mail to Richard Crespo at richard.crespo@usdoj.gov that payment was made.
3. Beginning no later than January 17, 2017, and continuing until the end of the 2018-2019 academic school year, Respondent shall conduct a school-based education program, further described in Exhibit A, to educate participants on the rights and responsibilities of employers and employees under 8 U.S.C. § 1324b. In connection with the development and implementation of this education program:

- A. Respondent shall, within one (1) week of the effective date of this Agreement, advise the Office of Special Counsel in writing of the names, job titles business mailing addresses and daytime telephone numbers of Respondent officials or employees designated by Respondent to develop the lesson plans to be used by Respondent officials and employees when conducting the education program ("1324b Working Group");
 - B. The Office of Special Counsel shall, within three (3) weeks of the effective date of this Agreement and at a mutually acceptable date and time, provide the 1324b Working Group with an Internet-based training on the Act's anti-discrimination provision, together with written documents commonly used by the Office of Special Counsel when conducting educational outreach presentations; and
 - C. Within three (3) weeks of receiving the above-referenced training from the Office of Special Counsel, the 1324b Working Group shall submit to the Office of Special Counsel for its approval the proposed lesson plans to be used by Respondent officials and employees when conducting the education program. The 1324b Working Group shall incorporate any edits to the lesson plans offered by the Office of Special Counsel.
 - D. Respondent shall permit representatives from the Office of the Special Counsel to access Respondent's premises and observe any training or class provided pursuant to this education program, provided that the Office of Special Counsel notify Respondent in writing of its intent to do so at least seven (7) days in advance of its visit.
4. Within fourteen (14) days of the effective date of this Agreement, Respondent and the Office of Special Counsel shall each designate, and identify in writing to the other, a point of contact (POC) to facilitate compliance with the terms of this Agreement and assist in the development and implementation of the education program referenced in Paragraph 3.
 5. Respondent shall not intimidate, threaten, coerce, or retaliate against any person for his or her participation in the investigation conducted by the Office of Special Counsel or for the exercise of any right or privilege secured by 8 U.S.C. § 1324b.
 6. Within fourteen (14) days of receiving the Office of Special Counsel "If You Have The Right to Work" poster ("OSC Poster") in English and in Spanish from the Office of Special Counsel, and for the duration of this Agreement, Respondent shall post the OSC Poster in the teacher lounge of every school that is part of the Aldine Independent School District.
 7. During the term of this Agreement, Respondent shall ensure that all individuals who have duties relating to the Form I-9 or employment eligibility verification, including all employees who train, create policies, or otherwise participate in employment eligibility

decisions ("Human Resources Personnel"), are in possession of the most current version of the Form I-9, USCIS Employment Eligibility Verification Handbook for Employers (M-274) ("Handbook"), available at www.uscis.gov/I-9Central, and the most current USCIS E-Verify Manual (M-775) ("Manual"), available at www.uscis.gov/USCIS/Verification/E-Verify/E-Verify_Native_Documents/manual-employer_comp.pdf. Copies of these documents and future revisions of the Form I-9, Handbook, and Manual can be obtained from the United States Citizenship and Immigration Services at www.uscis.gov. Costs for reproducing these documents for use by Human Resources Personnel will be borne by Respondent.

8. Within sixty (60) days from the effective date of this Agreement, Respondent shall review and revise its written employment policies and training materials to:
- (a) Prohibit (i) requesting employment eligibility verification documents from any individual prior to making an offer of employment; (ii) discrimination on the basis of citizenship, immigration status or national origin in the recruiting, hiring, and firing process; and (iii) discrimination on the basis of citizenship, immigration status or national origin, during the employment eligibility verification and re-verification process;
 - (b) Refer applicants and employees who complain, formally or informally, of discrimination based on citizenship or immigration status in the hiring, firing, or employment eligibility verification and re-verification process immediately to the Office of Special Counsel by directing the affected individual to the Office of Special Counsel's worker hotline and website, and advise the affected individual of his or her right to call the Office of Special Counsel's hotline or file a charge of discrimination with the Office of Special Counsel; and
 - (c) Prohibit any reprisal action against an employee for having opposed any employment practice made unlawful by 8 U.S.C. § 1324b, or for filing any charge, or participating in any lawful manner in any investigation or action under 8 U.S.C. § 1324b.

Upon completion of the review and revision process set out above, Respondent shall transmit its proposed policies and training materials, including any redline revisions, to the Office of Special Counsel for review and approval.

9. Except as provided in paragraph 8, throughout the term of this Agreement, Respondent shall provide any proposed changes in its written employment policies and training materials relating to the prohibition of employment-related discrimination based on citizenship, immigration status or national origin in recruitment, hiring, firing and employment eligibility verification processes to the Office of Special Counsel for review and approval at least thirty (30) days prior to the proposed effective date of such revised policies or materials.

10. Within sixty (60) days of the effective date of this Agreement, all Human Resources Personnel shall join the Office of Special Counsel's email distribution list and attend a webinar training provided by the Office of Special Counsel on the anti-discrimination requirements of 8 U.S.C. § 1324b, and the employment eligibility verification and re-verification processes.
 - (a) The trainings will consist of a webinar at no cost to Respondent other than paying employees their normal rate of pay during the training. Participants shall register for the webinar presentation through a link that the Office of Special Counsel will provide.
 - (b) All employees will be paid their normal rate of pay during the training, and the training will occur during their normally scheduled workdays and work hours.
 - (c) During the term of this Agreement, all new Human Resources Personnel hired by Respondent after the training described in this paragraph has been conducted, shall attend an Office of Special Counsel Employer/HR webinar within sixty (60) days of hire or promotion. Any individuals who have not been so trained within sixty (60) days of commencing duties pursuant to this sub-paragraph shall not be permitted to complete Forms I-9, initiate E-Verify queries, or perform any other tasks associated with the employment eligibility verification process.
 - (d) Respondent shall create a participant sign-in sheet for each training session conducted pursuant to this paragraph listing the individuals who attend the trainings described in this paragraph, including their full name, title, signature, and the date of the training, and send such records via email to richard.crespo@usdoj.gov within ten (10) days of each training session.
11. During the term of this Agreement, the Office of Special Counsel reserves the right to make reasonable inquiries of Respondent necessary to determine Respondent's compliance with this Agreement. As a part of such review, the Office of Special Counsel may require the submission of written reports concerning compliance; an inspection of Respondent's premises; examinations of witnesses; and the review, production or copying of such other documents and information that, in the view of the Office of Special Counsel, are relevant to determining Respondent's compliance.
12. Every six months during the term of this Agreement, Respondent shall provide the Office of Special Counsel with (a) a list of all individuals hired; and (b) a list of all employees re-verified during the preceding six months identified by name, date of initial hire, citizenship/immigration status, type of document presented for reverification, and, if applicable date of reverification. Should the Office of Special Counsel request the production of documents related to or generated in connection with Respondent's employment eligibility verification and re-verification processes for one or more of the

identified individuals or employees, Respondent will provide electronic copies of the completed Form I-9, including any attachments and other related documents requested by the Office of Special Counsel, within thirty (30) days of receipt of the Office of Special Counsel's request.

13. If the Office of Special Counsel has reason to believe that Respondent is in violation of any provision of this Agreement, the Office of Special Counsel may in its sole discretion notify Respondent of the purported violation without opening an investigation under 8 U.S.C. § 1324b. Respondent will then be given thirty (30) days from the date it is notified by the Office of Special Counsel in which to cure the apparent violation to the satisfaction of the Office of Special Counsel before Respondent is deemed by the Office of Special Counsel to be in violation of this Agreement.
14. This Agreement does not affect the respective rights under 8 U.S.C. § 1324b of an individual to file a charge alleging an unfair immigration-related employment practice against Respondent with the Office of Special Counsel, or the Office of Special Counsel's authority to investigate a charge, initiate an independent investigation, and/or file a complaint with the Office of the Chief Administrative Hearing Officer.
15. The provisions of paragraph 1 notwithstanding, the Office of Special Counsel shall not seek from Respondent any additional civil penalty for the unfair documentary practices that are the subject of the OSC Investigation through the date this Agreement is signed by all parties.
16. Any action to enforce this Agreement may be brought in the United States District Court of the Southern District of Texas, Houston Division, or any other court of competent jurisdiction. Nothing in this Agreement shall be construed or interpreted as a waiver of sovereign immunity on the part of the Office of Special Counsel.
17. 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. Respondent and the Office of Special Counsel shall not, individually or in combination with another, seek to have any court declare or determine that any provision of this Agreement invalid.
18. The Office of Special Counsel and Respondent shall bear their own costs, attorneys' fees and other expenses incurred in this action.
19. 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 shall be bound by facsimile signatures.
20. This Agreement sets forth the entire agreement between the Respondent and the Office of Special Counsel and fully supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter herein.

21. The effective date of this Agreement shall be the date on which it is executed by the last party.

Aldine Independent School District

By: M. Kaye DeWalt
M. Kaye DeWalt, Esq.
General Counsel

Dated: 11-15-16

Wanda Bamberg
Dr. Wanda Bamberg
Superintendent

Dated: 11-15-16

Office of Special Counsel for Immigration-Related Unfair Employment Practices

By: Alberto Ruisanchez
Alberto Ruisanchez
Deputy Special Counsel

Dated: 11-22-2016

C. Sebastian Aloat
Special Litigation Counsel

Richard Crespo
Trial Attorney

Education Program Descriptions/Activities

The Aldine Independent School District ("Respondent") will develop and conduct a school-based education program ("Education Program") regarding the anti-discrimination requirements of the Immigration and Nationality Act ("INA") as set forth in Paragraph 3 of the accompanying Settlement Agreement. The Education Program will be based on lesson plans developed by Respondent in consultation with and with the approval of the Office of Special Counsel. Respondent shall modify the lesson plans in light of the three types of audiences: (1) adult participants in Respondent's Parent Literacy/English Second Language (ESL) classes; (2) twelfth-grade students enrolled in Respondent's high school-level U.S. Government or Career and Technology Education courses throughout the District; and (3) Respondent employees.

1. Education Program Presentations to Intended Audiences

A. Respondent's Parent Literacy / ESL Participants

Respondent provides at several of its schools and campuses Parent Literacy/ESL courses, which offer free basic education for parents and other adults whose dominant language is not English. Respondent will incorporate at least one 40-50 minute language-appropriate Education Program presentation, taught by a certified bilingual educator and/or bilingual director of human resources, into each Parent Literacy/ESL course provided by Respondent between January 2017 and September 2019.

B. Respondent's High School Government/CTE Students

As part of its regular curriculum, Respondent provides students at the twelve-grade level classes in U.S. Government and courses in Career and Technology Education ("CTE"). For each academic semester between January 2017 and September 2019, Respondent will incorporate at least one 40-50 minute Education Program presentation into all twelfth-grade level U.S. Government classes and CTE courses.

C. Respondent's Employees

Respondent routinely conducts meetings with its officials, staff support members, professional staff, and teachers. Those meetings include Horizontal Meetings for school principals, curriculum program directors, and other district administrators; Roundtable Discussions for department heads; and school-based Faculty/Staff Meetings. At least once per academic year from 2017-2019, Respondent shall provide an Education Program presentation, which lasts at least 45 minutes, at at least one Horizontal Meeting, one Roundtable Discussion, and one Faculty-Staff meeting at a school which will host another Education Program presentation during the relevant academic year.

2. Respondent Responsibilities for and Control Over Presentations

All presentations in connection with this Education Program will be scheduled, conducted, supervised, and run by Respondent, except that at the request of Respondent and subject to the availability of OSC, OSC may participate in or conduct one or more presentations either in-person or through webinar presentations in, English or, as appropriate, in Spanish.

3. Education Program Presentation Content

Unless otherwise agreed to in writing by the parties, all presentations in connection with the Education Program will be: (1) conducted by or under the direction of a Respondent official or employee who has previously received "train-the-trainer" training provided by OSC on the INA's anti-discrimination requirements, (2) based on a lesson plan developed by Respondent and approved by OSC for that audience, and (3) conducted in a language appropriate for the intended audience.

4. Education Program Presentation Evaluations

Respondent shall develop, in consultation with OSC, a survey for each of the Education Program's three intended audiences to obtain participants' reactions, assessments, comments and recommendations regarding the Education Program. The survey shall be distributed to participants at the conclusion of each Education Program presentation, with a request that each participant complete the survey. Within 21 days of the end of each academic semester, a summary report containing and analyzing the survey responses completed during the immediately preceding semester, together with any assessments and recommendations provided by Respondent officials and employees over the same period, shall be submitted via email to the OSC POC designated under Paragraph 4 of the accompanying Settlement Agreement.

5. OSC Training of Respondent Officials and Personnel Responsible for Conducting or Supervising Education Program Presentations

Within 45 days of the effective date of the accompanying Settlement Agreement, all curriculum program directors, human resources directors, department heads and principals of schools which will host an Education Program presentation will attend Internet-based "train-the-trainer" webinars provided by OSC and, as appropriate, Respondent, on the employment-related requirements of the INA's anti-discrimination provision and the purpose and elements of the Education Program. OSC shall offer at least four (4) such "train-the-trainer" webinars. For each webinar, Respondent will compile attendance records of the individuals attending the webinar, and will submit such records to the OSC POC within 14 days of the webinar.

6. Education Program Modifications and Enhancements

Respondent will assess the effectiveness of the Education Program based on, among other things, its experience in conducting the program and survey results. Within 30 days of the end of each academic semester, Respondent will submit any proposed adjustments or enhancements, together

with the reasons supporting the adjustments or enhancements, to OSC, through the OSC POC designated under Paragraph 4 of the accompanying Settlement Agreement, for review and approval.

7. Certification of Education Program Presentation

Upon completion of each Education Program presentation conducted by Respondent in connection with the Program, the presenter shall complete a Certification of Education Program Presentation on INA, a copy of which is appended to the accompany Settlement Agreement as Exhibit B, and submit the completed form within three (3) business days to Dr. Selina Chapa, Assistant Superintendent of Human Resources. Within fourteen (14) days of the end of each academic semester, Respondent shall submit a copy of each Certification submitted during the immediately preceding academic semester to the OSC POC designated under Paragraph 4 of the accompanying Settlement Agreement.

8. Printing/Translation of Education Program Materials

Respondent shall be responsible for and bear the cost of: (1) reproducing and distributing all written course materials and handouts used in connection with any Education Program presentation, and (2) translating, to the extent necessary and appropriate, such materials and handouts into Vietnamese.

9. Respondent's Community Partnerships

Respondent maintains active partnerships with a number of community organizations, including Aldine Coordinating Committee (ACC), Bonding Against Diversity, Inc. (Bonding), East Aldine Management District, and Neighborhood Centers, Inc. (NCI). At least once a year during the term of the Agreement, Respondent shall inform each of the identified partners of the purpose and status of Respondent's efforts to educate students, parents, and staff on the antidiscrimination provisions of the Immigration and Nationality Act. As part of each annual briefing, Respondent shall provide OSC's contact information and, if requested by a partner, shall share with the partner any educational materials distributed as part of Respondent's Education Program.

EXHIBIT B

Certification of Education Presentation on INA

I hereby certify that on this ___ day of _____ in the year ____ that I conducted an educational program on the anti-discrimination provisions of the Immigration and Nationality Act (INA) at the following location:

_____ for the following persons: _____ [indicate whether student, adult education or employee].

There were approximately _____ persons who attended this presentation.

Signature and Date

Print Name and Title