

## SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE is made and entered into by and among Hispanic Association of Colleges and Universities ("HACU" or "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").

RECEIVED  
CIVIL RIGHTS DIVISION  
2006 JAN 25 AM 11:34  
OFFICE OF SPECIAL  
COUNSEL (I.R.U.E.P.)

WHEREAS, on January 11, 2005, the Office of Special Counsel opened an independent investigation of Respondent's intern recruitment practices because it had reason to believe that Respondent's practices were in violation of the unfair immigration-related employment practices provisions of 8 U.S.C. § 1324b (the "Act").

WHEREAS, Respondent and OSC acknowledge that they are voluntarily entering into this Agreement to resolve the investigation.

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained, it is agreed as follows:

1. Respondent agrees that it shall not discriminate on the basis of citizenship status or national origin in violation of 8 U.S.C. § 1324b.
2. Respondent agrees to remove the U.S. citizen and legal permanent resident requirement for its Hispanic National Internship Program (HNIP) from all recruitment, personnel and employee materials, including electronic materials such as its website.
3. Respondent agrees that it will treat all individuals equally, without regard to citizenship or immigration status, or national origin, during its intern recruitment and employment process (a) in 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) by not requesting more or different documents than are required by law, and (c) by permitting employees to present any document or combination of documents acceptable by law.
4. Respondent agrees that it will not discriminate or retaliate against any person for his or her participation in this matter. Respondent further agrees not to place any reference to the investigation or Agreement in said individual's personnel file and/or other employment records.
5. Respondent will post for at least one year a notice on the HNIP website and in its recruitment and publicity material for the program stating it accepts applicants who are eligible to work in the United States, and no longer requires applicants to be U.S. citizens or legal permanent residents.
6. Respondent agrees to create a permanent link to the "Facts & Forms" page (<http://www.usdoj.gov/crt/osc/htm/facts.htm>) of the Office of Special Counsel's website on HNIP's intern request form for employers.

7. Respondent agrees to *post* a copy of the attached Notice provided by the United States Department of Justice (Attachment A) in all places where notices to interns and intern applicants are normally posted. The Notice will be posted within thirty days from the date that Respondent receives a fully signed copy of this Agreement and will remain posted for one year thereafter.
8. Respondent agrees to *provide* a copy of the attached Notice (Attachment A) to its employees responsible for overseeing the employment eligibility verification process for interns and to each applicant for an internship within ten days from the date that Respondent receives a fully signed copy of this Agreement and will continue to do so for one year thereafter.
9. Respondent agrees to distribute a copy of the attached Handbook for Employers (Attachment B), and revised INS Form I-9 (Attachment C), to all managers and employees who have any role in recruiting interns, completing the INS Form I-9, or who instruct interns or prospective interns on the proper completion of the form.
10. Within ninety days of receipt of a fully signed copy of this Agreement, Respondent will educate its personnel concerning their responsibilities under 8 U.S.C. § 1324b. All employees who are responsible for recruiting interns, and formulating and/or carrying out Respondent's employment eligibility verification policy, including all managers and employees who have any role in completing the INS Form I-9, and instructing interns or prospective interns on the proper completion of the form, will:
  - a) attend a seminar concerning an employer's obligations under 8 U.S.C. § 1324b; or,
  - b) view an educational videotape regarding 8 U.S.C. § 1324b. The videotape will be provided by the Office of Special Counsel.
11. Respondent will circulate Attachment D to all persons attending educational sessions required by this paragraph. Persons attending the training session or viewing the videotape shall complete Attachment D as evidence of Respondent's compliance with this paragraph. The original of Attachment D, including signatures, will be mailed to the Office of Special Counsel by registered or certified mail, return receipt requested, within ten days of the training session.
12. Respondent agrees that the Office of Special Counsel may review compliance with this Agreement for a period of one year from execution of this Agreement. As a part of such review, the Office of Special Counsel may require written reports concerning compliance, inspect Respondent's premises, examine witnesses, and examine and copy Respondent's documents at the expense of the Office of Special Counsel. Such requests must be fully satisfied by Respondent within ten business days of receipt of a written request from the Office of Special Counsel to Respondent's counsel.

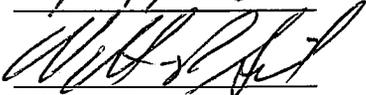
13. This Agreement may be enforced in the United States District Court for the District of Columbia.
14. This Agreement, subject to paragraph 15 below, resolves any and all differences between the parties relating to this investigation through the date this Agreement is signed by all parties.
15. This Agreement does not affect the right of any individual to file a charge alleging an unfair immigration related employment practice against Respondent with the Office of Special Counsel or the right of the Office of Special Counsel to investigate or file a complaint on behalf of any such individual.
16. 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 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 is invalid.
17. This Agreement is neither an admission by Respondent of any act in violation of 8 U.S.C. § 1324b nor an admission by the United States of the merits of any of Respondent's defenses.
18. The Special Counsel and Respondent agree to bear their own costs, attorneys' fees and other expenses incurred in this action.
19. This Agreement sets forth the entire agreement between the parties hereto, and fully supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter herein.
20. 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.

Hispanic Association of Colleges  
and Universities (HACU)

Office of Special Counsel

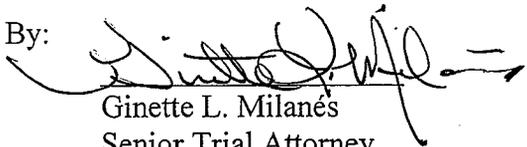
Dated: 1-19-06

Dated: 1/31/06

By: 

~~William J. Sanchez~~ *sm 1/31/06*  
Special Counsel

William R. Gil as  
Assistant Vice President  
Collegiate Programs &  
Federal Relations  
for HACU

By: 

Ginette L. Milanés  
Senior Trial Attorney

ATTENDANCE SHEET

I, the undersigned, certify that on this 9 day of January, 2006, I have attended an educational session approved by the Office of Special Counsel or watched an educational videotape provided by the Office of Special Counsel regarding immigration related unfair employment practices and an employer's obligations under 8 U.S.C. §1324b. I have also read the *Handbook for Employers* [M-274 (Rev.11/21/91) N].

Ana H. Esquivel

Nohemi Rangel

David E. Rangel

Andrés Jaime

Gloria Webber

LISA ANAYA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attachment D

ATTENDANCE SHEET

I, the undersigned, certify that on this 19 day of January, 2006 I have attended an educational session approved by the Office of Special Counsel or watched an educational videotape provided by the Office of Special Counsel regarding immigration related unfair employment practices and an employer's obligations under 8 U.S.C. §1324b. I have also read the *Handbook for Employers* [M-274 (Rev.11/21/91) N].

*Training conducted by Carol Mackels on 1/19/06. esm*

Sandra Penaherrera

William Gil

Julio C. Puentes

Esmail Hussein

Chanté Webster

Oscar Trejo

Jonathan Santel

Alexandra Rosales

Jose J. Jimenez-Perez

Noel Guerrero

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_