

## SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE is made and entered into by and among John Jay College, 899 10<sup>th</sup> Avenue, New York, NY 10019 ("Respondent"), [REDACTED] ("Charging Party"), and the United States Department of Justice, Civil Rights Division, Office of Special Counsel for Immigration-Related Unfair Employment Practices ("Office of Special Counsel").

WHEREAS, on July 16, 2008, the Office of Special Counsel received a charge filed by the Charging Party against Respondent alleging document abuse in violation of the unfair immigration-related employment practices provisions of 8 U.S.C. § 1324b;

WHEREAS, the Office of Special Counsel, the Charging Party, and Respondent desire to settle fully and finally all claims arising from or in any way related to the aforementioned charge.

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

1. To fully and finally resolve all disputes among the parties hereto as of the date of this Agreement, Respondent agrees to pay to the United States Treasury the amount of twenty three thousand dollars two hundred sixty dollars. (\$23,260.00).
2. Respondent agrees to pay the Charging Party ten thousand seventy-two dollars and twenty-three cents (\$10,072.23) which includes \$9,616.00 in back pay and \$456.23 in accumulated interest on back pay. The back pay portion of this monetary award will be subject to all applicable withholding, including income tax. The back pay period runs from January 30, 2008 - December 19, 2008.
3. The monies discussed in paragraph 1 shall be paid by check payable to the "United States Treasury," c/o Mac McConkey, and mailed by overnight delivery service, along with a copy of the fully signed settlement agreement, to the following address, within 30 days of Respondent's receipt of a fully signed copy of this Agreement:

Mac McConkey, Budget Officer  
U.S. Department of Justice  
Civil Rights Division  
1425 New York Avenue, Room 5050  
Washington, D.C. 20005

On the same day the check is mailed, an e-mail will be sent to Richard Crespo at [richard.crespo@usdoj.gov](mailto:richard.crespo@usdoj.gov) providing him with the overnight delivery service tracking number for this mailing.

4. With respect to paragraph 2, Respondent will submit documentation to the Office of the New York State Comptroller for the payment of these monies within 5 days

of execution of this agreement, and will submit a copy of such documentation by email to Richard Crespo at [richard.crespo@usdoj.gov](mailto:richard.crespo@usdoj.gov). Respondent will make its best efforts to have the New York State Comptroller's Office issue a State payroll check payable to Charging Party within thirty days thereafter.

5. Respondent agrees that it shall not discriminate on the basis of citizenship status and national origin in violation of 8 U.S.C. § 1324b. Respondent will publish on its website a statement that it will treat all individuals equally, without regard to citizenship or immigration status, or national origin, during the employment eligibility verification and reverification process.
6. Respondent agrees that it will treat all individuals equally, without regard to citizenship or immigration status, or national origin, during the employment eligibility verification and reverification process, in: (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 employees to present any document or combination of documents acceptable by law, regardless of their citizenship status.
7. Respondent agrees that it will not discriminate or retaliate against the Charging Party or any other person for his or her participation in this matter.
8. 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 employees and job applicants are normally posted. The Notice will be posted within 30 days from the date that Respondent receives a fully signed copy of this Agreement and will remain posted for one year thereafter.
9. Respondent agrees to distribute a copy of the attached Handbook for Employers (Attachment B), and Form I-9 (Attachment C), to all managers and employees who have any role in completing the Department of Homeland Security (DHS) Employment Eligibility Verification Form I-9, or who instruct employees or prospective employees on the proper completion of the form.
10. Within 30 days of receipt of a fully signed copy of this Agreement, Respondent will adopt and implement a written policy describing its nondiscriminatory employment eligibility procedures and prohibiting discrimination on the basis of citizenship status, discrimination on the basis of national origin, and retaliation. This policy may be a revision of its current non-discrimination policy. Prior to implementation, the written policy shall be reviewed and approved by the Office of Special Counsel and shall meet the following criteria:
  - (a) States that Respondent (1) will not pre-screen job applicants, that is, it will not request employment eligibility verification documents from any individual prior to making an offer of employment; (2) will not

discriminate on the basis of citizenship status or national origin; (3) will treat all individuals equally, without regard to citizenship status or national origin, during the Form I-9 employment eligibility verification and reverification process;

- (b) Provides for full investigations of complaints of document abuse, citizenship status discrimination, national origin discrimination and retaliation that shall be completed on the same basis as other complaints pursuant to Respondent's non-discrimination policy;
  - (c) Provides that when complaints are made, written findings of the results of the investigation and remedial actions proposed and/or taken will be made and maintained in the Respondent's file, and the results of the investigation and remedial actions taken will be promptly communicated to the complainant on the same basis as other complaints pursuant to Respondent's non-discrimination policy; and
  - (d) Provides that Respondent shall not take 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 on the same basis as other complaints pursuant to Respondent's non-discrimination policy.
11. Every 90 days, for a period of three years, Respondent shall provide the Office of Special Counsel copies of any complaints of document abuse, citizenship status discrimination, national origin discrimination and retaliation, written findings of the results of any investigation and remedial actions proposed and/or taken.
12. Within 60 days of receipt of a fully signed copy of this Agreement, Respondent will provide training to all employees who are responsible for formulating, supervising and/or carrying out Respondent's employment eligibility verification policy, including all managers and employees who have any role in completing the Form I-9, and/or who instruct employees or prospective employees on the proper completion of the Form I-9. The training shall consist of an educational videotape on 8 U.S.C. § 1324b, as well as not less than three (3) hours of employment eligibility verification training. The training and videotape will be provided by the Office of Special Counsel.
- (a) The training may be conducted in two (2) sessions, with supervisory and managerial employees being trained in one session, and non-supervisory and non-managerial personnel being trained in a separate session. All employees will be paid their normal rate of pay, and the training will occur during their normally scheduled workdays and work hours;

- (b) The training shall explain the employment eligibility verification and reverification process; that discrimination on the basis of citizenship status or national origin violates 8 U.S.C. § 1324b; and it shall instruct what conduct may constitute a violation of 8 U.S.C. § 1324b. The training shall also instruct what conduct may constitute retaliation under 8 U.S.C. § 1324b;
  - (c) During the term of this Agreement, Respondent shall, within ten days of the annual anniversary date of the effective date of this Agreement, provide not less than one (1) hour of employment eligibility verification training to all of its employees, in accordance with terms set forth in Paragraphs 12(a),(b) and (d) of this Agreement; and
  - (d) Respondent will circulate Attachment D to all persons attending educational sessions required by the preceding paragraph. Persons attending the training session or viewing the videotape shall complete Attachment D as evidence of Respondent's compliance with the preceding 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.
13. Six months after receipt of a fully signed copy of this Agreement, Respondent shall provide the Office of Special Counsel copies of its completed I-9 forms. Thereafter, Respondent shall provide the Office of Special Counsel copies of its completed I-9 forms every six months for a period of three years. Respondent agrees to permit the Office of Special Counsel inspection of its original I-9 forms during the life of the agreement
14. The Charging Party agrees to withdraw with prejudice the charge filed against Respondent on July 16, 2008, with the Office of Special Counsel. The Charging Party's signature on this Agreement will constitute a request for such withdrawal. The Office of Special Counsel agrees to accept the withdrawal of this charge upon the satisfaction of paragraphs 1 through 4 of this Agreement, and will dismiss the charge in accordance therewith.
15. The Charging Party hereby waives, releases, and covenants not to sue or commence any proceeding against Respondent with the Office of the Chief Administrative Hearing Officer, Executive Office for Immigration Review, U.S. Department of Justice, with respect to the charge she filed against Respondent on July 16, 2008, with the Office of Special Counsel.
16. This Agreement may be enforced in the United States District Court for the Southern District of New York.

17. This Agreement, subject to paragraph 18 below, resolves any and all differences among the parties relating to the charge filed by the Charging Party through the date this Agreement is signed by all parties.
18. This Agreement does not affect the right of any individual (other than the Charging Party as set forth above in paragraphs 14 and 15) 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.
19. The Office of Special Counsel and Respondent agree, in the event the Charging Party does not sign this Agreement, to be bound by the terms of this Agreement, except for paragraphs 2 and 4, and that the failure to obtain the Charging Party's signature does not affect the validity of this Agreement. If the Charging Party fails to sign this Agreement, the Office of Special Counsel agrees that it will nonetheless close the investigation of the Charging Party's charge in accordance with the terms of this Agreement, after Respondent complies with paragraphs 1 and 3.
20. 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, the Office of Special Counsel and the Charging Party 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.
21. 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.
22. The Office of Special Counsel, Respondent, and the Charging Party agree to bear their own costs, attorneys' fees and other expenses incurred in this action, except that the Office of Special Counsel agrees to conduct at its expense all training required by paragraphs 12 and 13 of this Agreement.
23. 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.

Dated: 5/15/10

**Respondent**

By:   
\_\_\_\_\_  
John Jay College

By:   
\_\_\_\_\_  
The City University of New York

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

**Charging Party**

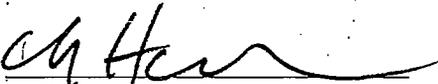
By: \_\_\_\_\_  


**U.S. Department of Justice**

Dated: 5/19/10

By:   
\_\_\_\_\_  
Katherine A. Baldwin  
Deputy Special Counsel

Dated: 5/19/10

By:   
\_\_\_\_\_  
Elizabeth I. Hack  
Special Litigation Counsel

Dated: 5/19/10

By:   
\_\_\_\_\_  
Richard Crespo  
Trial Attorney  
Civil Rights Division  
Office of Special Counsel for  
Immigration-Related Unfair  
Employment Practices  
950 Pennsylvania Avenue, NW  
Washington, DC 20530

Attachments

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

**Respondent**

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

John Jay College

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

The City University of New York

**Charging Party**

By: 

**U.S. Department of Justice**

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

Katherine A. Baldwin  
Deputy Special Counsel

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

Elizabeth I. Hack  
Special Litigation Counsel

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

Richard Crespo  
Trial Attorney  
Civil Rights Division  
Office of Special Counsel for  
Immigration-Related Unfair  
Employment Practices  
950 Pennsylvania Avenue, NW  
Washington, DC 20530

Dated: 05/17/2010

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

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

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

Attachments