

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Agreement”) is made and entered into by and between the Board of Regents of the University System of Georgia, on behalf of the Georgia Institute of Technology (“Respondent” or “Georgia Tech”) and the United States Department of Justice, Civil Rights Division, Immigrant and Employee Rights Section (“IER”) (collectively, “the Parties”).

I. BACKGROUND

WHEREAS, the Georgia Institute of Technology is a public, non-profit university within the University System of Georgia, the governance, control, and management of which is vested in the Board of Regents of the University System of Georgia;

WHEREAS, IER notified Georgia Tech by letter dated August 25, 2020, that it had initiated an investigation of the university under 8 U.S.C. § 1324b(d)(1), identified as DJ No. 197-19-295 (the “Investigation”), to determine whether Georgia Tech engaged in discrimination based on citizenship status, in violation of 8 U.S.C. § 1324b(a)(1)(B);

WHEREAS, IER concluded, based upon the Investigation, that there is reasonable cause to believe that Georgia Tech, for a fee, charged employers that participated at Georgia Tech job fairs, and took steps to limit recruitment and referral opportunities for certain non-U.S. citizen students based on citizenship or immigration status;

WHEREAS, IER also concluded that Georgia Tech enabled citizenship status restrictions in the job postings linked to its career fairs and, through those restrictions, unlawfully limited the employment opportunities of non-U.S. citizen students it recruited or referred to employers, in violation of 8 U.S.C. § 1324b(a)(1);

WHEREAS, Respondent does not admit, and strictly denies, any intent to discriminate and any liability under 8 U.S.C. § 1324b(a)(1) or any other law, as well as any wrongdoing, including the allegations in IER’s Notice of Investigation. Respondent also notes that it does not agree with IER’s finding that Respondent acted as a recruiter or referrer for a fee, as the fee charged to employers was for administrative purposes to fund its student recruiting efforts, career centers and career fairs; further, Respondent fully cooperated throughout the Investigation, including by implementing voluntary changes to remove or disable the screening function and restrictions based on citizenship status and work authorization type from career fairs and the job postings linked to its career fairs before the conclusion of the Investigation;

WHEREAS, the Parties wish to resolve IER’s reasonable cause finding without further delay or expense and hereby acknowledge that they are voluntarily entering into this Agreement;

NOW, in consideration of the mutual promises contained below, and to fully and finally resolve the Investigation as of the date of the latest signature below, the Parties agree as follows:

II. TERMS OF SETTLEMENT

1. This Agreement becomes effective as of the date of the latest signature below, which date is referenced hereafter as the “Effective Date.” The Agreement will terminate three years after the Effective Date.
2. Respondent shall pay a civil penalty to the United States Treasury in the amount of \$500,000 within 20 business days of the Effective Date. The monies discussed in this paragraph shall be paid in one payment via the FedWire electronic fund transfer system.
3. Respondent shall provide IER with the name, title, email address, and telephone number of the individual responsible for effectuating payment of the civil penalty no later than three (3) business days after the Effective Date. On the day of payment, Respondent shall send confirmation of the payment to Laura Varela-Addeo at Laura.Varela-Addeo@usdoj.gov, and Katelyn Davis at Katelyn.Davis@usdoj.gov. The email confirming payment shall have Respondent’s name in the subject line.
4. The provisions of Paragraph 2 notwithstanding, IER shall not seek from Respondent any additional civil penalty for any alleged pattern or practice of citizenship status discrimination in violation of 8 U.S.C. § 1324b that is the subject of the Investigation through the Effective Date.
5. Georgia Tech, directly or through recruitment or referral services, shall not:
 - a. Discriminate on the basis of citizenship status, immigration status, or national origin in violation of 8 U.S.C. § 1324b, including not discriminating in recruiting, referring job applicants, hiring, or firing on the basis of citizenship status, immigration status, or national origin except as required to comply with a law, regulation, executive order, government contract, or Attorney General directive;
 - b. Include a drop-down menu or another mechanism on any job recruiting or career fair platform it uses that allows employers to choose citizenship or immigration-based hiring restrictions or preferences, except that Georgia Tech may include a drop-down menu that allows an employer to state whether it is willing to sponsor work visas and allow employers to filter student applications based solely on student-provided information regarding sponsorship needs.
 - c. Allow an employer to use any imported information about students’ citizenship or immigration status from Georgia Tech’s registrar’s office to limit students’ ability to view job advertisements, apply for jobs, or otherwise engage with employers;
or
 - d. Publish, or permit to be published, any posting related to a job or a job fair that contains any reference to, or indicates a hiring restriction or preference based on, citizenship or immigration status unless:

- i. The employer referencing, restricting or preferring such status certifies that an exception under 8 U.S.C. § 1324b(a)(2) applies and provides the basis for the exception; the certification (as set forth in Appendix A (“Career Buzz Employer Certification”)) shall include: the date of the request; the type of citizenship status restriction requested (e.g., U.S. citizens only); the employer’s certification that the requested restriction is permissible under 8 U.S.C. § 1324b(a)(2)(C); and the specific law, regulation, executive order, or Attorney General determination, or a direct quote from the pertinent language of the government contract that purportedly provides the basis for the restriction. Georgia Tech shall not approve any job posting for which the certification is incomplete. The certification instructions for employers must contain the text of or a link to 8 U.S.C. § 1324b(a) and a link to IER’s website, and Georgia Tech must maintain digital copies of every certification for the duration of the Agreement and produce to IER upon request during the term of this settlement agreement;
 - ii. The employer is indicating only whether or not it will sponsor students for visas.
6. Respondent shall not intimidate, threaten, coerce, or retaliate against any person for their participation in the Investigation or the exercise of any right or privilege secured by 8 U.S.C. § 1324b.
7. Respondent shall ensure that its own job postings for employment opportunities within Georgia Tech do not exclude from consideration or discourage applications from individuals who are authorized to work in the United States in violation of 8 U.S.C. § 1324b based on their citizenship or immigration status, unless an exception under 8 U.S.C. § 1324b(a)(2)(C) applies.
8. Within 120 days of the Effective Date, Respondent shall ensure that all employees, agents, and contractors who have or will have any role with Georgia Tech’s career center for undergraduate and graduate career services or its 29 schools within the colleges of Business, Computing, Design, Engineering, Liberal Arts, and Sciences, such as recruiting, referring or screening students for third-party positions (including advertising positions and communicating with employers and students) for employment (collectively, “Career Services Personnel”), receive training on their obligations to comply with 8 U.S.C. § 1324b, and the limitations of the exceptions to otherwise impermissible hiring based on citizenship or immigration status. In addition:
 - a. IER will provide a live training presentation for Career Services Personnel by IER on a mutually agreed-upon date, which may be provided in person or by webinar at IER’s discretion;
 - b. All employees required to be trained will be paid their normal rate of pay, and the training will occur during their normally scheduled workdays and work hours.

Respondent or its agent shall be responsible for all payroll costs and employee wages associated with these training sessions;

- c. Respondent shall record the live training presentation IER provides on the mutually agreed-upon date;
 - d. For the duration of the agreement, Respondent shall present the recorded version of IER's training to all new Career Services Personnel who Respondent hires or promotes after the initial training described above, within 60 days of hire or promotion; and
 - e. Respondent shall compile attendance records using Georgia Tech's Learning Management System listing the individuals who attend the training described in this paragraph, including their full name, job title, and the date(s) of the training, and shall send these attendance records on a quarterly basis starting January 1, 2024, via email to Stacey Young at Stacey.Young2@usdoj.gov, Laura Varela-Addeo at Laura.Varela-Addeo@usdoj.gov, and Katelyn Davis at Katelyn.Davis@usdoj.gov within 10 business days of each training session. The emails transmitting attendance records shall have Respondent's name in the subject line.
9. Within 90 days of the Effective Date, Georgia Tech shall review all of its applicable existing employment policies as well as Georgia Tech's internal manuals for Symlicity, Career Fair Plus, and any other career services platform Georgia Tech uses at its career center for undergraduate and graduate career services and its 29 schools within the colleges of Business, Computing, Design, Engineering, Liberal Arts, and Sciences, and revise them to prohibit discrimination in the recruitment, referral, hiring, and termination processes on the basis of citizenship status or national origin, except where the discrimination is required by a law, regulation, executive order, government contract, or Attorney General determination.
10. This Agreement does not affect the right of any individual to file a charge alleging an unfair immigration-related employment practice against Respondent with IER.
11. This Agreement does not affect IER's authority to investigate Respondent or file a complaint on behalf of any such individual, or IER's authority to conduct an independent investigation of Respondent's employment practices occurring after the Effective Date or outside the scope of the Investigation.


III. ADDITIONAL TERMS OF SETTLEMENT

12. This Agreement is governed by the laws of the United States. This Agreement shall be deemed to have been drafted by both Parties and shall not be construed against any one party in the event of a subsequent dispute concerning the terms of the Agreement. The Parties agree that the paragraphs set forth in Part II of this Agreement (entitled "Terms of

Settlement”) are material terms.

13. The United States District Court for the Northern District of Georgia shall be the preferred venue for enforcement of any claims over which that court has subject matter jurisdiction. Otherwise, a party must bring any claim or counterclaim to enforce this Agreement in a court of competent jurisdiction.
14. The Parties agree that, as of the Effective Date of this Agreement, litigation concerning the violations of 8 U.S.C. § 1324b that IER believes Respondent committed is not reasonably foreseeable. If either party previously implemented a litigation hold to preserve documents, electronically stored information, or things related to this matter, the party is no longer required to maintain such a litigation hold. Nothing in this paragraph relieves either party of any other obligations imposed by this Agreement.
15. 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 and the 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 is invalid.
16. The Parties agree to bear their own costs, attorneys’ fees, and other expenses incurred in this action.
17. This Agreement sets forth the entire agreement between the Parties and fully supersedes any and all prior agreements or understandings between the Parties pertaining to the subject matter herein. This Agreement may be modified, or the duration extended, only by written agreement of the parties.
18. 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 electronically transmitted signatures.

Board of Regents of the University System of Georgia

By: 
Ángel Cabrera
President, Georgia Tech

Dated: 8/24/2023

Immigrant and Employee Rights Section

By: 
Alberto Ruisanchez
Deputy Special Counsel

Dated: 8-31-2023

Jodi Danis
Special Litigation Counsel

Laura E. Varela-Addeo
Katelyn Davis
Stacey Young
Trial Attorneys

APPENDIX A
Approved Language for Career Buzz Employer Certification

Below is the language for the Career Buzz employer job posting certification:

Georgia Tech prohibits citizenship or immigration status restrictions in job postings unless the restrictions are in compliance with the Immigration and Nationality Act (“INA”), 8 U.S.C. § 1324b, *et seq.* (available at [Civil Rights Division | 8 U.S.C. § 1324b. Unfair Immigration-related Employment Practices \(justice.gov\)](#)). The INA prohibits employment discrimination based on citizenship status, immigration status, and national origin except where such restrictions are required in order to comply with law, regulation, executive order, or Attorney General directive, or where they are required by Federal, State, or local government contract. For more information about the requirements of the INA, visit: <https://www.justice.gov/crt/immigrant-and-employee-rights-section>.

Does your job posting contain a citizenship or immigration status restriction? A citizenship or immigration status restriction is defined as requiring U.S. citizenship, or U.S. citizenship and lawful permanent resident status (or a Green Card), thereby excluding some U.S. persons such as U.S. nationals, lawful permanent residents, asylees and refugees.

Yes or No

If no, then no box opens up

If yes:

Please fill out the box below to include today’s date, the nature of the citizenship or immigration status restriction contained in the job posting (for example, the type of restriction), and the legal justification for the restriction:

Today’s Date:
Nature of the Restriction:
Please provide the legal justification (that satisfies the INA) for your restriction. If your justification is that a contract requires the restriction, please quote from the contract that contains the restriction. If your justification is that a law, regulation, executive order, or Attorney General directive requires the restriction, please provide a citation to the source.

Check box: I certify that the explanation given above is accurate and complete and provides an explanation for the restriction that is permissible under the requirements of the Immigration and Nationality Act, 8 U.S.C. § 1324b(a)(2)(C). *Please note that Georgia Tech may be required to provide the certification and*

explanation above to the US Department of Justice, Immigrant and Employee Rights Section upon request.