

including over 279 pregnant women, have contracted Zika.

To my Republican colleagues, I would say: stop playing games, support our States and Federal health officials, approve the money, and send it to the President's desk. We cannot wait any longer. Pregnant women cannot wait any longer.

MANDATORY ARBITRATION CLAUSES IN FOR-PROFIT COLLEGE ENROLLMENT AGREEMENTS

Mr. DURBIN. Mr. President, I have not been shy about coming to the Senate floor to voice my concerns about the for-profit college industry. This is an industry that enrolls 10 percent of college students, collects 20 percent of Federal student aid, and accounts for over 40 percent of student loan defaults. This industry has a terrible track record; yet it continues to collect billions each year in Federal funding. If there ever was an industry that needed to face accountability, it is the for-profit college industry. But for-profit colleges have long avoided accountability to their students and to regulators through the use of mandatory arbitration clauses.

For years, mandatory arbitration clauses have been buried in the fine print of student enrollment agreements at for-profit schools. Students usually didn't even know that, by signing these agreements, they were giving up their right to a day in court if the school's misbehavior caused the students harm. Mandatory arbitration clauses mean, for example, that, if a student is misled or deceived by a school's advertising and goes into debt as a result, the student can't take the school to court. Instead, the student is forced into a secret arbitration proceeding where the playing field is tilted against the student's interests.

Mandatory arbitration clauses allow schools to avoid accountability to their students—and the secrecy of arbitration proceedings means that misconduct stays hidden from the attention of regulators. Mandatory arbitration clauses are not used by legitimate nonprofit colleges, either public or private. But these clauses were widely used among for-profit colleges—including Corinthian, the now bankrupt for-profit college which for years lied to its students and to regulators about its job placement rates and other data.

There is a growing recognition that mandatory arbitration has helped hide misconduct in the for-profit college industry. Also, because these clauses prevent students from seeking meaningful relief in court from the schools that wronged them, students have had to seek relief from the Federal Government for their student loan debt. This means that taxpayers are on the hook for helping these victimized students, instead of the for-profit colleges that harmed them.

I have joined my colleagues in urging the Department of Education to issue

strong regulations to prevent for-profit colleges that receive Federal funds from using mandatory arbitration clauses, and I have called out for-profit colleges that use these clauses.

On April 13, I came to the Senate floor and mentioned three names of schools that use these clauses: DeVry, the University of Phoenix, and ITT Tech. Lo and behold, two of these three for-profit schools—DeVry and the Apollo Education Group, which owns the University of Phoenix—have now made commitments to stop requiring their students to submit to mandatory arbitration. Apollo made their announcement last week, and DeVry officials told my staff that they discontinued the use of these clauses a few weeks ago, on May 13.

This is good news. These actions reflect the growing consensus outside and inside the for-profit industry that mandatory arbitration has no place in higher education enrollment. Also, the decisions by Apollo and DeVry reaffirm that the Department of Education is on the right track in reining in mandatory arbitration. The Department should finish the job by issuing rules that end this practice among all schools that receive Federal dollars.

Now, one note of caution—the devil is in the details when it comes to arbitration clauses. I have heard promises before from education companies to end mandatory arbitration, only to see those companies add new fine print that finds other ways to block students' access to court. I will be carefully checking the fine print of the new enrollment agreements to make sure these schools are not imposing new, more subtle restrictions on their students' access to court. If the fine print does reflect their commitment, I believe Apollo and DeVry deserve credit, but they still have a long way to go to improve student outcomes and prove they are going to dump the old for-profit college playbook.

ITT Tech, the spotlight is now on you. ITT Tech's executives have demanded their own day in court to respond to investigations and allegations of misconduct that were brought by regulatory agencies. At the same time, ITT Tech has continued to force its own students into mandatory arbitration. ITT Tech and all for-profit colleges should put an end to this practice of mandatory arbitration. They should join the growing consensus against these clauses that is reflected in the views of the Department of Education, student groups, veterans groups, civil rights groups, consumer groups, and now even some of the largest for-profit colleges.

It is time to stand up for accountability and for putting students first. It is time to end mandatory arbitration clauses in the for-profit college industry once and for all.

100TH ANNIVERSARY OF THE EASTER RISING

Mr. LEAHY. Mr. President, last week, the Senate unanimously adopted a resolution to commemorate the 100th anniversary of a crucial milestone in the history of Ireland, the 1916 Easter Rising rebellion. As a son of Ireland through my father's ancestors, I am proud to reflect on this important moment in Ireland's long march to independence.

The relationship between the United States and Ireland is long, it is strong, it is enduring, and it cannot be understated. As President Kennedy once said in a speech before Ireland's Parliament, "No people ever believed more deeply in the cause of Irish freedom than the people of the United States." Both the United States and Ireland have histories rooted in a common set of ideals and goals, and we share similar principles and beliefs in freedom. A marker of the influence of the United States is the fact that our Nation is the only foreign country named in the 1916 Proclamation of the Republic, which proclaimed Ireland's independence.

My relatives on my father's side believed strongly in the promises of opportunity in the United States when they emigrated here in the mid-1800s. Marcelle and I have visited Ireland and met distant relatives who live there still. It is easy to see and feel the strong connections between our two countries.

Last week's centennial anniversary of the Easter Rising, commemorated on both sides of the Atlantic, recalls a turning point in Ireland's history. The influences of freedom, dignity, and prosperity in America that motivated many of the leaders of that rebellion 100 years ago are worth fighting to preserve and nurture here in the United States today. Like so many lessons of the past, the Easter Rising is a moment to reflect on our own freedoms and our own march toward perfecting our own Union.

TRIBUTE TO RUBY PAONE

Mr. LEAHY. Mr. President, I may be dating myself when I say this, but I remember when Ruby Paone started work here as a fresh graduate from St. Andrews University. That was April of 1975, just a few months after I began my own tenure here in the Senate, and for more than 41 years, she has served in the U.S. Senate as a public servant of the highest caliber. Ruby is a remarkable woman. Throughout her Senate experience, she has befriended future Presidents and legendary legislators. The Senate permeates her family. She and her husband, longtime Senate aide and now adviser to President Obama, Marty Paone, have raised three wonderful children.

Ruby is from the small town of Bladenboro, NC, and she brings the very best of small towns to this often