

CONCILIATION AGREEMENT

Between

THE U. S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

And

CORECIVIC, INC.

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated CoreCivic, Inc., ("CCI"), formerly known as Corrections Corporation of America, at its Coffee Correctional facility located at 1153 N. Liberty Street, Nicholls, Georgia ("Coffee Facility") and found that CCI was not in compliance with Executive Order 11246, as amended ("E.O. 11246") and its implementing regulations at 41 C.F.R. Sections 60-1, 60-2, and 60-3. OFCCP notified CCI of the specific violations found and the corrective actions required in a Notice of Violation issued on June 1, 2017. In the interest of resolving the violations without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and CCI enter into this contract ("Conciliation Agreement" or "Agreement") and agree to all the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for CCI's fulfillment of all obligations in Parts III and IV of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246 based on the violations described in more detail in Part III below. However, OFCCP has the right to initiate legal proceedings to enforce the Agreement itself or to correct and obtain relief for the violations described in Part III if CCI violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review CCI's compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. CCI will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. Nothing in this Agreement relieves CCI of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended, ("Section 503"), the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U. S. C. 4212 ("VEVRAA"), their implementing regulations, and other applicable equal employment laws.
4. CCI will not harass, intimidate, threaten, discriminate, or otherwise retaliate against any individual because the individual: benefits from this Agreement, files a complaint or

participates in any investigation or proceeding under E.O. 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 C.F.R. § 60-1.32(a).

5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This document and its attachments contain the complete and final understanding of the parties with respect to the matters referenced herein. This Agreement contains all terms by which the parties are bound and it supersedes all prior written or oral negotiations and agreements. There will be no modifications or amendments to this Agreement unless they are in writing, signed by all parties.
7. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
8. This Agreement will expire 60 calendar days after CCI submits the final progress report required in Part IV, below, unless OFCCP notifies CCI in writing prior to the expiration date that CCI has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines CCI has met all of its obligations under the Agreement.
9. If CCI violates this Conciliation Agreement,
 - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - 1) If OFCCP believes that CCI violated any term of the Agreement while it was in effect, OFCCP will send CCI a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) CCI will have 15 calendar days from receipt of such notice to demonstrate in writing that it has not violated the Conciliation Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
 - 3) If CCI is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.
 - 4) OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
 - B. CCI may be subject to the sanctions set forth in Section 209 of the Executive Order, and/or other appropriate relief for violation of this Agreement.

10. This Agreement does not constitute an admission by CCI of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that CCI violated any laws.
11. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with the creation of this settlement, will constitute evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this Agreement.

PART III. SPECIFIC VIOLATIONS AND REMEDIES

1. **VIOLATION:** OFCCP found that CCI is not in compliance with 41 CFR 60-1.4(a)(1). OFCCP's analysis revealed that CCI hired a disproportionately smaller number of Black applicants than White applicants for the Correctional Officer position during the period of May 1, 2013 through October 31, 2014 (hereinafter "review period"). OFCCP found that Black applicants were less likely to be hired than similarly-situated White applicants. OFCCP's analysis of the summary hiring data showed a statistically significant disparity that negatively affected Black applicants. OFCCP found that of (7)(E) Black applicants (7)(E) or (7)(E) were hired, whereas of (7)(E) White applicants, (7)(E) or (7)(E) were hired. This resulted in a disparity in hiring that was statistically significant at (7)(E) standard deviations.

OFCCP found that CCI is not in compliance with 41 CFR 60-1.4(a)(1). OFCCP's analysis revealed that CCI hired a disproportionately smaller number of Female applicants than Male applicants for the Correctional Officer position during the review period. OFCCP found that Female applicants were less likely to be hired than similarly-situated Male applicants. OFCCP's analysis of the summary hiring data showed a statistically significant disparity that negatively affected Female applicants. OFCCP found that of (7)(E) Female applicants (7)(E) or (7)(E) were hired, whereas of (7)(E) Male applicants (7)(E) or (7)(E) were hired. This resulted in a disparity in hiring that was statistically significant at (7)(E) standard deviations yielding a combined shortfall of 25.

This statistical evidence is supported by evidence, gathered from examining personnel records, interviewing applicants and management officials and considering any other evidence gathered during the investigation. Therefore, OFCCP has determined that this practice of disproportionate hiring was not based on legitimate differences in qualifications.

Accordingly, OFCCP finds that CCI has discriminated against 22 qualified Black male applicants and 141 qualified female applicants not hired into Correctional Officer positions because of their race and sex, respectively, in violation of 41 CFR 60-1.4(a)(1).

CORRECTIVE ACTION: CCI will: (a) attempt to locate all 163 affected applicants and provide those located with make whole remedies, including back pay, interest and back benefits; (b) as vacancies occur, make job offers to the affected applicants until 25 are placed in Correctional Officer at the current rate of pay, with retroactive seniority and benefits based on that seniority; (c) prevent retaliation, harassment and any other form of reprisal or adverse actions to the affected applicants; (d) review the selection process and eliminate those policies or practices that may have led to any disparity in hiring; (e) develop procedures to review, at least annually, the selection process for the purpose of ensuring nondiscrimination; (f) provide training to all managers and other employees involved in the selection process for the Correctional Officer positions at the Coffee facility; and (g) take action to ensure that no disparities recur.

- A. Notification and Eligibility of Class Members: Within 45 calendar days of the Effective Date of this Agreement, CCI will provide, via certified mail, the following documents to the last known address of the 163 class members listed in Attachment A (“Class Members”): (1) the Notice to Class Members (Attachment B, “Notice”), (2) the Information Verification & Employment Interest Form (Attachment C, “Interest Form”), (3) the Release of Claims under Executive Order 11246 (Attachment D, “Release”), and (4) a postage paid return envelope.

To be eligible for the distribution of back pay and/or jobs described in sections C and D below, Class Members must complete and mail the Interest Form and Release to CCI within the 30-day postmark deadline set forth in the Notice.

Within 45 calendar days after the deadline set forth in the Notice, CCI will notify OFCCP of all of the class members who did not respond, including the names of the class members whose Interest Form and Release were returned as undeliverable. OFCCP will have 60 calendar days from its receipt of such list to attempt to locate those class members, verify their updated addresses, and provide CCI with an updated address list. CCI will have 30 calendar days from receipt of this list to send another copy of the Notice along with the Interest Form, Release, and postage paid return envelope, as described above.

Within 30 calendar days after the response deadline set forth in the second Notice, CCI will provide OFCCP with a full list of the class members who submitted a fully executed Interest Form and Release within the deadlines described above. Within 10 calendar days after receiving the list, OFCCP will review the list, discuss with CCI any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals, and approve of a “Final List” of class members (“Eligible Class Members”).

Only the individuals on the Final List will receive a share of the monetary settlement and/or an offer of employment under the terms of this Agreement. The individuals on the Final List are entitled to an equal share of the monetary settlement regardless of whether they are interested in employment with CCI.

For the purposes of this Notice section, the CCI contact will be Andrea Cooper, Sr. Director HR Compliance, CCI at Andrea.Cooper@corecivic.com. OFCCP's contact will be (7)(C), Compliance Officer at (7)(C)@dol.gov.

- B. Monetary Settlement: CCI will provide back pay plus interest in the amount of \$292,110.35 in back pay and \$21,236.39 in interest to the Eligible Class Members. This monetary settlement, less any deductions required by law, will be distributed equally among all Eligible Class Members. CCI will pay the appropriate government agency the employer's share of social security withholdings and will mail each Eligible Class Member an IRS W-2 Form reporting the portion of the payment representing back pay, and an IRS Form 1099 the portion of the payment representing interest, if required. These IRS forms will be mailed during the applicable tax year in which the funds are disbursed.

CCI will disburse the monetary settlement within 45 calendar days after OFCCP approves the Final List. Within 15 calendar days of CCI's receipt of a check returned as undeliverable, CCI will notify OFCCP of this fact via e-mail sent to Compliance Officer (7)(C), (7)(C)@dol.gov. OFCCP will have 15 calendar days to locate the Eligible Class Member, and if OFCCP obtains an alternate address in the designated time period, CCI will re-mail the check within 15 calendar days of receiving an alternate or corrected address. Any check that remains uncashed 160 calendar days after the initial date the check was mailed to the Eligible Class Member will be void.

With respect to any uncashed funds, CCI shall make a second distribution to all Eligible Class Members who cashed their first check if the amount of the uncashed funds would result in a payment of \$20.00 or more to each of the located Eligible Class Members. If the total amount of uncashed funds would result in a payment of less than \$20.00 to each located Eligible Class Member, CCI shall use those uncashed funds to provide training in equal employment opportunity as required in this Agreement.

- C. CCI Offers of Employment: As Correctional Officer positions become available, CCI will make bona fide full-time conditional job offers, via certified mail, to Eligible Class Members who express interest in employment on the Interest Form, possess the qualifications for the open position(s), satisfactorily pass all initial background check requirements and are not currently employed by CCI. The written job offer shall include the job title and have a wage rate of no less than the current starting hourly wage at the Coffee Facility. The conditional job offer will also include information informing Eligible Class Members of the requirements to be accepted into and the requirement to complete the Basic Correctional Officer Training School ("BCOTS") and such dates as to when such training is conducted. Eligible Class Members who are given a conditional job offer after passing initial CCI background checks, but are subsequently not approved by the Peace Officer Standards and Training ("POST") council to attend BCOTS or do not complete BCOTS will be counted as a hire for satisfaction of this Agreement. CCI will make these job offers until 25 Eligible Class Members are offered positions, or until the list of Eligible Class Members expressing an interest in employment is exhausted, whichever occurs first.

Eligible Class Members will be considered for hire in the order that CCI receives their Interest Forms. If CCI receives more than one response on any given day, those Eligible Class Members will be considered for employment based on the date of their first original application to CCI. CCI will initiate its hiring process of Eligible Class Members within 30 calendar days after OFCCP notifies CCI of its approval of the Final List and must complete its hiring obligations under this section within 1 year of the Effective Date of this Agreement. If CCI is not able to make 25 offers of employment to Eligible Class Members or exhaust the list of Eligible Class Members expressing an interest in employment within 1 year, OFCCP may extend the hiring provision of this Agreement for up to 6 months or until CCI satisfies its employment obligations, whichever occurs first. Until the list of Eligible Class Members is exhausted, the Eligible Class Members will have priority over all other candidates for hire into the Correctional Officer positions.

Eligible Class Members must accept or reject all job offers pursuant to this Agreement no later than 14 calendar days after the date of the written conditional job offer. After a job offer is accepted, Eligible Class Members will be informed as to when the next BCOTS begins and where to report. If the Eligible Class Member does not report to work on the day assigned to BCOTS without providing CCI on or before that day notice of good cause for the absence (e.g. personal illness or care for an immediate family member), CCI may withdraw the job offer and shall be under no obligation to hire such Eligible Class Member under this Agreement. Documentation of all hiring decisions, including job offers made and reasons for rejection, will be available for review by OFCCP pursuant to Part IV below.

CCI will provide the Eligible Class Members the same training opportunities as other similarly situated Correctional Officer employees.

- D. Retroactive Seniority: Eligible Class Members who begin employment as a result of this Agreement will be given retroactive seniority dating back to the date each hired Eligible Class Member originally applied for employment. Such retroactive seniority shall be provided solely for purposes of vacation, paid personal business or illness days, Income Extension Aid, Family and Medical Leave Act, and other mandated state or local leaves.
- E. Training: Within 120 calendar days from the effective date of this Agreement, CCI shall conduct mandatory supplemental training for its human resource personnel, managers, and supervisors involved in the selection process for all Correctional Officer positions at the Coffee Facility. Such training is regularly conducted on an annual basis at the Coffee facility, but this supplemental training will specifically cover recruitment and applicant tracking procedures; the neutral application of the specified qualifications and criteria that will be used at each step in the selection process; procedures to be used to document the decisions made at each step in the selection process; and procedures to be used to ensure that documents are retained in accordance with 41 CFR § 60-1.4 (a) (1), 41 CFR § 60-1.12 (a) and 41 CFR § 60-3. Such training will also cover subjects of equal employment opportunity rights and responsibilities, legal prohibitions against discrimination on the basis of sex, race, national origin, color, religion, disability, sexual

discrimination on the basis of sex, race, national origin, color, religion, disability, sexual orientation, gender identity, and veteran status, and CCI' commitment to diversity and non-discriminatory hiring.

PART IV. REPORTS REQUIRED

CCI agrees to furnish OFCCP with three (3) progress reports. CCI will submit the documents and reports described below to the following address:

United States Department of Labor
Office of Federal Contract Compliance Programs
Miguel A. Rivera, Jr., District Director-Miami
400 West Bay Street, Room 939
Jacksonville, Florida 32202

In each Progress Report, CCI will report on all modifications of personnel practices made to date pursuant to the Agreement and provide documentation of its compliance with this Agreement. If any of the relevant documents such as job postings or policies have not been modified since being provided during a prior reporting period, a statement to that effect is sufficient.

1. The **first report** will be due within 120 calendar days of the effective date of this Agreement and will include:
 - a) Documentation of monetary relief provided to all Eligible Class Members as specified in Part III. The documentation shall include copies of all signed Interest Forms and Releases, and any canceled checks disbursed by CCI to Eligible Class Members, or other equivalent documentation verifying that all Eligible Class Members were paid;
 - b) Documentation of all Eligible Affected Class Members who were offered and/or hired into Correctional Officer positions. The documentation will include all written job offers extended to Eligible Class Members; a list of the names of hired Class Members; a list of the names of Eligible Class Members who were offered positions but declined the offer or did not appear for work in accordance with the provisions of this Agreement; and for each Eligible Class Member offered a position, the date of hire or decline of position, the rate of pay, date of termination, if any, and reason;
 - c) Documentation of individuals who expressed interest in job offers who did not successfully complete the application process, including the names of these individuals, the date of their application, if any, and the reason CCI determined they did not successfully complete the application process. This includes individuals who did not receive job offers because all available positions were filled; and

2. The **second report** will be due within 360 calendar days from the effective date of the agreement and will include:

- a) Documentation of all Eligible Class Members who were offered and/or hired into Correctional Officer positions. The documentation will include all written job offers extended to Class Members; a list of the names of hired Class Members; a list of the names of Eligible Class Members who were offered positions but declined the offer or did not appear for work in accordance with the provisions of this Agreement; and for each Class Member offered a position, the date of hire or decline of position, the rate of pay, date of termination, if any, and reason;
- b) Documentation of individuals who expressed interest in job offers who did not successfully complete the application process, including the names of these individuals, the date of their application, if any, and the reason CCI determined they did not successfully complete the application process. This includes individuals who did not receive job offers because all available positions were filled;

If CCI has not filled all of the positions specified in this Agreement by the Progress Report date, documentation of the reason this action is not complete and the good faith efforts taken for the next reporting period to complete it;

- c) Documentation verifying that CCI provided training in equal employment opportunity to its managers and supervisors who make selection decisions at the Coffee Facility, as required by the Remedy to the Violation in this Agreement. This documentation will include, but not limited to: copies of training agendas; materials used or distributed in the training; documents reflecting the signatures, printed names and positions of those in attendance; resumes or other written descriptions of the qualifications of the person(s) providing the training; and documentation of date(s) and duration of the training session(s);
- d) A description of: (1) if applicable, the way(s) CCI revised its selection process to fill Correctional Officer vacancies, including any revision(s) to its recruitment process, its prescreening of job applications, and interviewing and testing of applicants; (2) any revisions to CCI's methods for tracking such information, including by race, ethnicity and gender; and (3) the internal audit and reporting systems put into place for monitoring CCI's progress and program effectiveness;

3. The **third report** will be due within 704 calendar days from the effective date of the agreement and will include:

- a) Documentation of individuals who expressed interest in job offers who did not successfully complete the application process, including the names of these individuals, the date of their application, if any, and the reason CCI determined they did not successfully complete the application process. This includes individuals who did not receive job offers because all available positions were filled;

If CCI has not filled all of the positions specified in this Agreement by the Progress Report date, documentation of the reason this action is not complete and the good faith efforts being taken to complete it;

For each Class Member hired that completed the 90 day probationary period, CCI will submit documentation of date of retroactive seniority.

PART V. SIGNATURES

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and CoreCivic, Inc.

(6), (7)(C)

(6), (7)(C)

Damon T. Hininger
President and Chief Executive Officer
CoreCivic, Inc.
10 Burton Hills Boulevard
Nashville, Tennessee 37215

Sam Maiden
Regional Director--Southeast
Office of Federal Contract Compliance
Programs

DATE: 9.26.2017

DATE: 9/26/2017

(6), (7)(C)

(6), (7)(C)

Charles E. Robinson
Assistant District Director
Jacksonville Area Office
Southeast Region

Miguel A. Rivera, Jr.
District Director
Miami District Office
Southeast Region

DATE: 9/26/2017

DATE: 09-26-2017

(6), (7)(C)

Compliance Officer
Jacksonville Area Office
Southeast Region

DATE: 9/26/2017

ATTACHMENT A
CLASS MEMBERS – CORRECTIONAL OFFICERS

1	(7)(C)		42	(7)(C)
2			43	
3			44	
4			45	
5			46	
6			47	
7			48	
8			49	
9			50	
10			51	
11			52	
12			53	
13			54	
14			55	
15			56	
16			57	
17			58	
18			59	
19			60	
20			61	
21			62	
22			63	
23			64	
24			65	
25			66	
26			67	
27			68	
28			69	
29			70	
30			71	
31			72	
32			73	
33			74	
34			75	
35			76	
36			77	
37			78	
38			79	
39			80	
40			81	
41			82	

ATTACHMENT A
CLASS MEMBERS – CORRECTIONAL OFFICERS

83	(7)(C)		124	(7)(C)
84			125	
85			126	
86			127	
87			128	
88			129	
89			130	
90			131	
91			132	
92			133	
93			134	
94			135	
95			136	
96			137	
97			138	
98			139	
99			140	
100			141	
101			142	
102			143	
103		144		
104		145		
105		146		
106		147		
107		148		
108		149		
109		150		
110		151		
111		152		
112		153		
113		154		
114		155		
115		156		
116		157		
117		158		
118		159		
119		160		
120		161		
121		162		
122		163		
123				

ATTACHMENT B

NOTICE TO AFFECTED CLASS

You may be eligible to get money and a job offer because of a legal settlement between CoreCivic, Inc. (formerly Corrections Corporation of America) and the U.S. Department of Labor.

We are writing to provide information about a legal settlement between the U.S. Department of Labor and CoreCivic, Inc. ("CCI") that may benefit you. This settlement resolves alleged disparities in hiring at its Coffee Correctional facility located at 1153 N. Liberty Street, Nicholls, Georgia ("Coffee Facility"), and our records show that you may be one of the applicants covered by the settlement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages and/or an opportunity for employment.

ARE YOU AFFECTED?

Black and female applicants who applied for employment as a Correctional Officer with CCI at its Coffee Facility from May 1, 2013 through October 31, 2014, and were not hired, are covered by this settlement.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted a review of CCI's hiring practices. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP issued a Notice of Violations alleging that CCI hired a disproportionately smaller amount of Blacks and women in hiring for Correctional Officer positions during the period of May 1, 2013 through October 31, 2014. CCI does not agree with those claims and there has not been any adjudicated finding that CCI violated any laws when you were not hired for the position for which you applied. Ultimately, OFCCP and CCI have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle a Notice of Violations issued by OFCCP. As a result, CCI must pay money and make job offers to Blacks and women who applied for Correctional Officer positions during the timeframe described above.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for a Correctional Officer position during the relevant time frame, this settlement may provide you with some specific benefits:

- (1) You may be eligible to receive a payment of at least \$1,922.37 (before taxes). This payment represents your share of back wages and other payments CCI is making to

settle the case. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.

- (2) CCI will be making conditional job offers for Correctional Officer positions to some of the individuals receiving this notification. It is not guaranteed that you will receive a job offer. If you are interested in a Correctional Officer position, please express your interest on the enclosed Interest Form.
- (3) To get these benefits, you will need to release (agree to give up) certain legal claims, and sign the enclosed Interest and Release forms.

WHAT IS YOUR NEXT STEP?

You should read this Notice, the Interest and Release forms, and any other information you received from the U.S. Department of Labor.

Please do not ignore these forms or throw them away. Otherwise, you could miss an opportunity to receive money and a job with CCI.

To be eligible for a payment and/or a job offer, you must complete, sign, and return **both** of the following enclosed forms, (1) the Information Verification & Employment Interest Form ("Interest Form") and (2) the Release of Claims under Executive Order 11246 ("Release"). Send your completed and signed forms to:

CoreCivic, Inc.
Attention:
Andrea Cooper, J.D., SPHR
Sr. Director HR Compliance
10 Burton Hills Blvd.
Nashville, TN 37215

The forms must postmarked within 30 days of receiving this Notice.

You may receive some or all of these benefits only if these forms confirm that you are one of the people covered by the settlement. After you complete and return these forms, a final decision will be made about your eligibility.

If you fail to return both of the required forms by the deadline above, you will not be eligible to receive any money, consideration for job opportunities or any other benefits that are available to you under the settlement.

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact:

Andrea Cooper, CoreCivic, Sr. Director HR Compliance 10 Burton Hills Blvd. Nashville, TN 37215, 615-263-6704 direct, Andrea.Cooper@corecivic.com

You may also contact (7)(C) [REDACTED], Compliance Officer at 904-(7)(C) [REDACTED], (7)(C) [REDACTED] [@dol.gov](mailto:[REDACTED]@dol.gov).

ATTACHMENT C

INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM
("INTEREST FORM")

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS INTEREST FORM.

INSTRUCTIONS FOR FILING A CLAIM TO BE CONSIDERED FOR MONEY (BACK WAGES) AND/OR A JOB OFFER FROM THE SETTLEMENT

You may be eligible for a money payment from the settlement and you can express interest in a job offer. You can receive a money payment even if you do not express interest in a job.

To receive benefits (such as money or a job offer), you must complete and return this Interest Form and the enclosed Release form. **The forms must be postmarked within 30 days of receiving this mailing.**

The forms must be sent to:

CoreCivic, Inc.
Attention:
Andrea Cooper, J.D., SPHR
Sr. Director HR Compliance
10 Burton Hills Blvd.
Nashville, TN 37215

If you do not submit a properly completed Interest Form and Release by the deadline above, then your claim will not be on time and you will not receive any money from this settlement and you cannot be considered for a job.

Enclosed is a stamped, pre-addressed envelope you can use.

This Claim Form will only be used for the following purposes:

- (1) To confirm important information we need in order to make sure you are eligible to receive money under this settlement and process your payment, and
- (2) To allow you to express interest in the jobs being offered as a result of the settlement.

Note: This notice is only for the person it was addressed to and cannot be transferred or used by another person who is not a part of the settlement.

Step 1: Please confirm your contact information to process your payment (print legibly).

Name: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

- I confirm that the address on the cover letter is correct.
- The address on the cover letter is not correct. My correct address is:

Please provide your social security number _____

Your Social Security Number is required in order to process your payment for tax purposes.

Your Social Security Number will not be used for any other purpose.

Notify us at the address below if your address changes or contact us if you have any questions about this Interest form, the notice, or the settlement.

Compliance Officer (7)(C)
U.S. Department of Labor, Office of Federal Contract Compliance Programs
400 West Bay Street, Suite 939
Jacksonville, Florida 32202
Tel: 904-(7)(C) or email: (7)(C)@dol.gov

Step 2: Inform us if you are interested in a position:

- Yes, I am still interested in a Correctional Officer position with CoreCivic, Inc.
- No, I am not currently interested in a Correctional Officer position with CoreCivic, Inc.
- I am currently employed by CoreCivic, Inc.

Step 3: Sign and return along with the Release Form

I certify the above as true and correct.

Signature

Date

ATTACHMENT D

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS RELEASE. YOU MUST RETURN A SIGNED RELEASE TO RECEIVE MONEY FROM THE SETTLEMENT

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for CoreCivic, Inc., formerly known as Corrections Corporation of America, ("CCI") paying you money, you agree that you will not file any lawsuit against CCI for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for entry-level positions. It also says that CCI does not admit it violated any laws and there has not been any adjudicated finding that CCI violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

In consideration of the payment of at least \$1,922.37 (less deductions required by law) by CCI to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge CCI, from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my non-selection for employment at any time through the effective date of this Release.

II.

I understand that CCI. does not agree that it treated me unlawfully or unfairly in any way and that CCI entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") and agreed to make the payment described above to resolve alleged disparities in hiring and to resolve the matter without further legal proceedings in the compliance reviews initiated by OFCCP related to the facility covered by the Conciliation Agreement. I further agree that the payment of the aforesaid sum by CCI to me is not to be construed as an admission of any liability by CCI.

III.

I declare that I have read this Release and that I have had a full opportunity to consider and understand its terms and to consult with my advisors and seek legal advice. I further declare that I have decided of my own freewill to sign this Release.

IV.

I understand that if I do not sign this Release and return it to CCI in keeping with posted instructions, such that it is postmarked within 30 days of me receiving this Release, I will not be entitled to receive any payment (less deductions required by law) or be considered for any job opportunity.

IN WITNESS WHEREOF, I have signed this document of my own free will.

Signature: _____

Date: _____

Printed Name: _____