

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
Vedder Price P.C.

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Vedder Price P.C. (Vedder Price) establishment located at 222 N. LaSalle Street, Suite 2600, Chicago, Illinois 60601, beginning on January 2, 2020. OFCCP found that Vedder Price failed to comply with Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503), and the implementing regulations at 41 Code of Federal Regulations (CFR) Chapter 60.

OFCCP notified Vedder Price of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on September 16, 2020. In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and Vedder Price enter into this Conciliation Agreement (Agreement) and its attachments, and the parties agree to all the terms therein.

The attachments to this Agreement are deemed incorporated into this Agreement.

II. General Terms and Conditions

1. In exchange for Vedder Price's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503, and/or VEVRAA based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Vedder Price violates any provision of this Agreement, as set forth in Paragraph 11, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review Vedder Price's compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Vedder Price will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all hard copy or electronic reports and documents it requests, including those specified in this Agreement.
3. Nothing in this Agreement relieves Vedder Price of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.

4. Vedder Price and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246, Section 503, and/or VEVRAA.
5. Vedder Price agrees that it will not retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who has provided information or assistance, or who participates in any manner in any proceeding in this matter.
6. The parties understand the terms of this Agreement and enter into it voluntarily.
7. This Agreement, including its attachments, constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding the parties and it supersedes all prior written and oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties. If an administrative error is found, OFCCP will work in good faith with all parties to make the corrections.
8. This Agreement becomes effective on the day it is signed by the District Director (Effective Date).
9. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
10. This Agreement will expire sixty (60) days after Vedder Price submits its final progress report required in Section VIII, below, unless OFCCP notifies Vedder Price in writing before the expiration date that Vedder Price has failed to fulfill all of its obligations under the Agreement. In this instance, the Agreement is automatically extended until the date that OFCCP determines that Vedder Price has met all of its obligations under the Agreement.
11. If Vedder Price violates this Agreement:
 - a. The procedures at 41 CFR 60-741.63 will govern:
 - i. OFCCP will send Vedder Price a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. Vedder Price shall have fifteen (15) days from receipt of the notice to respond, except in those cases in which such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
 - iii. If Vedder Price 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.

- b. Vedder Price may be subject to the sanctions set forth in 41 CFR 60-741.66, and/or other appropriate relief for violating this Agreement.
- 12. Vedder Price neither admits nor denies any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
- 13. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
- 14. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the United States Department of Labor.
- 15. Each party shall bear its own fees and expenses with respect to this matter.
- 16. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible 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 specific Agreement.
- 17. All references to “days” in this Agreement are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.

III. Technical Violations and Remedies

- 1. **VIOLATION:** During the period December 1, 2018 through November 30, 2019, Vedder Price failed to prepare and maintain an affirmative action program (AAP) for qualified individuals with disabilities at each establishment, in violation of 41 CFR 60-741.40(b). Accordingly, Vedder Price failed to comply with any of its AAP obligations set forth in Subpart C of the regulations, 41 CFR 60-741.40-45.

REMEDY: Vedder Price will prepare and maintain an affirmative action program (AAP) for qualified individuals with disabilities at each establishment. The AAP will set forth Vedder Price’s policies and procedures as required by 41 CFR 741.40-45. This AAP may be integrated into or kept separate from other AAPs. Vedder Price will review and update annually its AAP pursuant to 41 CFR 60-741.40(b), and will comply with all obligations set forth in Subpart C of the regulations, 41 CFR 60-741.40-45.

- 2. **VIOLATION:** During the period December 1, 2018 through November 30, 2019, Vedder Price failed to make available its Section 503 AAP to all employees and/or applicants for employment for inspection upon request, and post the location and hours

during which the AAP could be obtained, in violation of 41 CFR 60-741.41.

REMEDY: Vedder Price will make available its Section 503 AAP, absent the data metrics required by 41 CFR 60-741.44(k), to all employees and/or applicants for employment for inspection upon request, and post the location and hours during which the AAP can be obtained, as required by 41 CFR 60-741.41.

3. **VIOLATION:** During the period December 1, 2018 through September 9, 2020, Vedder Price failed to invite its employees and applicants for employment to voluntarily self-identify as an individual with a disability, using the OMB-approved form for this purpose, in violation of 41 CFR 60-741.42. Specifically, Vedder Price failed to conduct the initial survey of its employees, and failed to invite applicants to inform the company whether the applicant believes that he or she is an individual with a disability at the pre-offer and post-offer stages of the hiring process, using the current OMB-approved form. On or about May 13, 2020, Vedder Price invited each of its employees to voluntarily self-identify as an individual with a disability; however, the company failed to use the current OMB-approved form. On or about May 13, 2020, Vedder Price modified its applicant tracking system to invite applicants to voluntarily self-identify as an individual with a disability at the post-offer stage of the hiring process, and on or about August 19, 2020, the contractor began to invite applicants to voluntarily self-identify as an individual with a disability at the pre-offer stage. However, Vedder Price is not using the current OMB-approved form at either the pre-offer or post-offer stages of the hiring process.

REMEDY: Vedder Price will invite both its applicants for employment, and its employees, to voluntarily self-identify as an individual with a disability, as required by 41 CFR 60-741.42. All invitations to self-identify will be made using the OMB-approved form for this purpose (available on the OFCCP website). More specifically, Vedder Price will invite each of its applicants for employment, prior to an offer of employment, to voluntarily inform it whether the applicant believes that he or she is an individual with a disability, as that term is defined in 41 CFR 60-741.2(g)(1)(i) or (ii). Vedder Price will also invite each of its applicants for employment, after an offer of employment has been made and before the applicant begins work, to voluntarily inform the company whether the applicant believes that he or she is an individual with a disability. In addition, Vedder Price will immediately invite each of its employees to voluntarily self-identify as an individual with a disability, and then extend this invitation again at five year intervals, thereafter. At least once during each interval, Vedder Price will remind its employees that they may voluntarily update their disability-related self-identification information at any time. Vedder Price will keep all self-identification information confidential and maintain it in a separate data analysis file, rather than in its personnel or medical files, as required by 41 CFR 60-741.42(e).

4. **VIOLATION:** During the period December 1, 2018 through November 30, 2019, Vedder Price failed to state in all solicitations and advertisements for employees placed by or on behalf of Vedder Price that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability, in violation

of 41 CFR 60-741.5(a)7.

REMEDY: Vedder Price will state in all solicitations and advertisements for employees placed by or on behalf of Vedder Price that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability, as required by 41 CFR 60-741.5(a)7.

IV. OFCCP Monitoring Period

1. **Recordkeeping.** Vedder Price agrees to retain all records relevant to the violations cited in Section III above and the reports submitted in compliance with Paragraph 2, below. These records include underlying data and information such as Human Resources Information System (HRIS) and payroll data, job applications and personnel records, and any other records or data used to generate the required reports. Vedder Price will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Vedder Price Reports.**
 - a. **Schedule and Instructions.** Vedder Price will submit the documents and progress reports described below via mail and/or email to:

Adam Young
Assistant District Director
U.S. Department of Labor, OFCCP, Chicago District Office
230 S. Dearborn Street, Room 434, Chicago, IL 60604
Email (b) (6), (b) (7)(C)

Vedder Price agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:

Progress Report 1 will be due on January 15, 2021, and will cover the period from the effective date of this Agreement through November 30, 2020.

Progress Report 2 will be due on January 15, 2022, and will cover the period from December 1, 2020 through November 30, 2021.

Vedder Price and OFCCP have a common interest in the information being provided in the reports pursuant to this Agreement. To the extent any of the reports Vedder Price provides in accordance with this agreement are customarily kept private or closely-held, and Vedder Price believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Vedder Price will provide such reports to OFCCP marked as “Confidential”. In the event of a FOIA request, OFCCP will treat any such documents received as confidential documents.

Progress Report 1 will include the following:

Pursuant to violation 1: A copy of the Section 503 AAP prepared in accordance with the requirements of 41 CFR 60-741.40 through 60-741.45.

Pursuant to violation 2:

- a. Documentation verifying that the company has made available its Section 503 AAP, absent the data metrics required by 41 CFR 60-741.44(k), to all employees and/or applicants for employment for inspection upon request.
- b. Documentation verifying the company has posted the location and hours during which the AAP can be obtained at the establishment under review, as required by 41 CFR 60-741.41.

Pursuant to violation 3:

- a. Evidence that the company has invited its applicants for employment to voluntarily self-identify as an individual with a disability at both the pre-offer and post-offer stages of the hiring process using the current OMB-approved form.
- b. Evidence that the company has invited each of its employees to voluntarily self-identify as an individual with a disability using the current OMB-approved form. This invitation will include a reminder to employees that they may voluntarily update their disability-related self-identification information at any time.

Pursuant to violation 4: Documentation that the company stated, in all solicitations and advertisements for employees placed by or on behalf of the company, that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, sexual orientation, gender identity, disability status, or protected veteran status.

Progress Report 2 will include the following:

Pursuant to violation 1: A copy of the Section 503 AAP prepared in accordance with the requirements of 41 CFR 60-741.40 through 60-741.45. Additionally, the company will provide:

- a. The company's most recent assessment of its personnel processes, as required by 41 CFR 60-741.44(b), including the date the assessment was performed, any actions taken or changes made as a result of the assessment, and the date of the next scheduled assessment.
- b. Documentation verifying that the company has undertaken appropriate outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified individuals with disabilities, as required by 41 CFR 60-741.44(f). Such documentation

will include copies of job listings sent throughout the monitoring period to the linkage resources in the attachment.

- c. The results of the evaluation of the effectiveness of outreach and recruitment efforts that were intended to identify and recruit qualified individuals with disabilities as required by 41 CFR 60-741.44(f)(3). At a minimum, the evaluation must include the criteria the company used to evaluate the effectiveness of each effort and the company's conclusion as to whether each of the company's outreach efforts was effective.
- d. Documentation verifying that all personnel involved in the recruitment, screening, selection, promotion, disciplinary, and related processes have been trained to ensure that the commitments in the company's Section 503 affirmative action program are implemented, as required by 41 CFR 60-741.44(j). Such documentation will include the dates of the training and the name and title of attendees.
- e. Documentation of the computations or comparisons described in 41 CFR 60-741.44(k) for the immediately preceding AAP year.
- f. The utilization analysis evaluating the representation of individual with disabilities in each job group, or, if appropriate, evaluating the representation of individuals with disabilities in the workforce as a whole, as required by 41 CFR 60-741.45.

Close of Monitoring Period and Termination of Agreement. This Agreement shall remain in effect until the monitoring period is completed. The monitoring period will close once OFCCP accepts Vedder Price's final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify Vedder Price in writing within sixty (60) days of the date of the final progress report that Vedder Price has not fulfilled all of its obligations under the Agreement, OFCCP will be deemed to have accepted the final report and the Monitoring Period and this Agreement will terminate. If OFCCP notifies Vedder Price within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Vedder Price has met all of its obligations under the Agreement.

V. SIGNATURES

The person signing this Agreement on behalf of Vedder Price personally warrants that he or she is fully authorized to do so, that Vedder Price has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on Vedder Price.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Vedder Price P.C.

(b) (6), (b) (7)(C)

Michael R. Mulcahy
General Counsel
Vedder Price P.C.

DATE: October 12, 2020

(b) (6), (b) (7)(C)

Phyllis E. Lipkin
Acting District Director
OFCCP, Chicago District Office

DATE:

(b) (6), (b) (7)(C)

Adam Young
Assistant District Director
OFCCP, Chicago District Office

DATE:

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(E)
Compliance Officer
OFCCP, Chicago District Office

DATE: _____

Attachment: Disability Linkage Resources

ADA25 Advancing Leadership
Emily Blum, Executive Director
(312) 994-4214

(b) (6), (b) (7)(C)

Chicago Lighthouse
Martha Younger-White, Sr. Vice President
(312) 447-3251

(b) (6), (b) (7)(C)

JCFS
Leslie Glazer, Business Services Rep.
(312) 907-7308

(b) (6), (b) (7)(C)

Thresholds
George Terzakis, Employment Coordinator
(312) 852-3900

(b) (6), (b) (7)(C)

National Able Network
Bridget Altenburg, President & CEO
(312) 994-4213

(b) (6), (b) (7)(C)

Little City Foundation
Casey B. Burke, Director of Employment
(815) 535-2705

(b) (6), (b) (7)(C)

State of Illinois, Department of Human Services (IDHS)
Biswa Phuyal, Business Services Consultant
Greater Chicago Area
(312) 914-0541

(b) (6), (b) (7)(C)

Sertoma Center
Dana McForlin-Lloyd, Director of Employment Services
(708) 730-6265

(b) (6), (b) (7)(C)