

# **EARLY RESOLUTION CONCILIATION AGREEMENT**

**Between**

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

**and**

**UNIVERSITY OF DELAWARE**

## **PART I. PRELIMINARY STATEMENT**

The Office of Federal Contract Compliance Programs (“OFCCP”) is currently evaluating the University of Delaware, located at 413 Academy Street, Newark, Delaware 19716 (“Contractor”) and is alleging that the Contractor was not in compliance with Executive Order 11246 as amended (“E.O. 11246” or “Executive Order”), and its implementing regulations at 41 Code of Federal Regulations (CFR) Part 60-1. In the interest of resolving the violations without engaging in enforcement proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and the Contractor enter into this Early Resolution Conciliation Agreement (“Agreement”), and the parties agree to all the terms therein. OFCCP recognizes Contractor’s commitment to prospective improvements in workplace equity, opportunity, and diversity in crafting this forward-looking resolution that will foster enhanced oversight of more workers for at least the next five years. The attachments to this Agreement are deemed incorporated into this Agreement.

## **PART II. GENERAL TERMS AND CONDITIONS**

1. In exchange for the Contractor’s fulfillment of all obligations 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 IV 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 IV if the Contractor violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations, including during the five year exemption period for compliance evaluations if OFCCP deems that the Contractor is in breach of the agreement. In exchange for the Contractor’s fulfillment of all obligations of the Agreement, OFCCP further agrees not to initiate any new audits at the establishment until at least 60 days after the Contractor submits the final progress report described in Part VII of this Agreement and OFCCP confirms to the Contractor that it has fully complied with the terms of this Agreement, and the exemption period available in the selection methodology in place five years henceforth has expired.
2. The Contractor agrees that OFCCP may review its compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents as may be relevant to the matter under

investigation and pertinent to the Contractor's compliance. The Contractor will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents required.

3. This Agreement does not constitute an admission by the Contractor of any violation of or noncompliance with EO 11246, Section 503 of the Rehabilitation Act of 1973, as amended ("Section 503"), the Vietnam Era Veterans' Readjustment Assistance Act of 1974 ("VEVRAA") and their implementing regulations at 41 CFR Chapter 60, or other laws, nor has there been an adjudicated finding that the Contractor violated any laws. Nor has there been an adjudication on the merits regarding any such violation.
4. The Contractor understands that nothing in this Agreement relieves the Contractor of its obligation to fully comply with the requirements of EO 11246, Section 503, VEVRAA, their implementing regulations, and other applicable equal employment opportunity laws.
5. The Contractor promises not to harass, intimidate, threaten, discriminate against, or otherwise retaliate against any individual because the individual benefits from this Agreement, or files a complaint or participates in any investigation or proceeding under EO 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 CFR § 60-1.32(a).
6. OFCCP and the Contractor ("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. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement becomes effective on the day it is signed by the Regional Director (the "Effective Date").
10. This Agreement will expire sixty (60) days after the Contractor submits the final progress report required in Part V below, unless OFCCP notifies the Contractor in writing prior to the expiration date that the Contractor has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date OFCCP determines the Contractor has met all of its obligations under the Agreement, or for at least five years, whichever is later (referred to herein as the "scheduling exemption period"). Furthermore, at the expiration of the scheduling exemption period, the Contractor's establishment selected for a compliance evaluation will be selected in accordance with the scheduling methodology in place at that time.
11. Each party shall bear its own fees and expenses with respect to this matter.

12. If the Contractor violates this Conciliation Agreement,
  - A. The procedures set forth at 41 CFR § 60-1.34 will govern:
    - i. OFCCP will send the Contractor a written notice stating the alleged violations and summarizing any supporting evidence.
    - ii. The Contractor will have 15 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.
    - iii. If the Contractor 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 for those establishments with an open review at the time of this agreement.
    - iv. In the event of a breach of this Agreement by the contractor, OFCCP may elect to proceed to a hearing on the entire case and seek full make-whole relief, and not be limited to the terms agreed to in the Agreement.
  - B. The Contractor 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.
13. 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, and cannot be used as evidence that the Contractor is not in compliance with any applicable federal, state, or local laws, including but not limited to E.O. 11246, Section 503, VEVRAA, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act. The Contractor 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.
14. 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 either party's policies, practices, or positions 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.
15. 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.
16. This agreement is between OFCCP and the Contractor (as collectively defined above) and does not confer any rights or benefits to any other parties, other than any successor to, parent of, or subsidiary of the Contractor.

### **PART III. SPECIAL TERMS AND CONDITIONS**

- A. The Contractor agrees to an in-depth review of its establishment to ensure non-discriminatory selection and pay practices. If violations similar to those identified in Part IV of this Agreement are identified, the Contractor agrees to implement corrective actions, consistent with the remedy provisions of this Agreement.
- B. The five-year scheduling exemption is limited to regularly scheduled compliance evaluations and OFCCP retains the right to investigate complaints of discrimination at establishments covered by the Agreement under E.O. 11246, Section 503, and VEVRAA. This exemption applies to the location listed on Attachment A.
- C. If the Contractor violates the terms of the Agreement, OFCCP reserves the right to bring an enforcement action under 41 CFR § 60-1.34 and the five-year scheduling exemption will be void.
- D. This agreement will not relieve the Contractor from its annual ongoing OFCCP requirements of equal employment opportunity through affirmative action and non-discrimination across its entire workforce, including the monitoring of an up-to-date AAP and internal pay equity.

### **PART IV. PRELIMINARY FINDINGS**

#### **A. Selection Disparity**

During the compliance evaluation at the University of Delaware, OFCCP alleges that the Contractor is not in compliance with the nondiscrimination requirements of the equal opportunity clause of EO 11246 § 202 and 41 CFR § 60-1.4(a)(1). OFCCP's preliminary findings revealed statistical significance in the hiring process and selection procedures for the custodial technician position between July 1, 2017 and June 30, 2018 resulting in a hiring shortfall of nine men.

### **PART V. FINANCIAL and NON-FINANCIAL REMEDY**

#### **1. Settlement Fund**

- a. **Settlement Fund Account.** Within five (5) days after the Effective Date, the Contractor will deposit a total of \$100,000.00 in an FDIC-insured interest-bearing account maintained by Contractor at the prevailing interest rate. By the deadline set forth in the Timeline, the Contractor will notify OFCCP when this action is complete and provide appropriate documentation, including the name and address of the FDIC-insured banking institution, the account number for the settlement fund, the date of deposit, the deposit amount, and bank records showing the deposit amount. By the dates set forth in the Timeline, Contractor will provide OFCCP with copies of bank records showing the current balance of the account, list of transactions and the amount of accrued interest on the account. The settlement fund is a negotiated amount that represents estimated back pay and accrued interest. The Contractor's share of taxes on the portion representing back pay (such as federal, state and/or local taxes and FICA) is not part of the Settlement Fund. The Contractor will be responsible for any banking account fees.

- b. **Specific Settlement Fund Amounts.** The total Settlement Fund amount includes \$89,604.58 in back pay and \$10,395.42 in interest to resolve specific violation set forth above.

## 2. Notice Process

- a. **OFCCP and Contractor Obligations Under the Notice Process.** The Notice Process set forth in this agreement is intended to provide Affected Applicants a meaningful opportunity to understand their rights and obligations and act on them in a timely manner. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, the Contractor and OFCCP will regularly meet and confer in person, by phone and/or by email on the notice process to determine how best to carry out the Notice provisions of this Agreement, and to decide whether any activity, deadline or document should be modified. OFCCP and the Contractor agree not to unreasonably withhold consent to reasonable modifications proposed by either party.
- b. **Notice Documents.** The Contractor will distribute Notice Documents to Affected Applicants consistent with the sample Notice Documents contained in Attachment C-1. The Notice Documents will include a Notice, Release and Claim Form. The Notice Documents will make clear the information about the settlement is being provided by or on behalf of the U.S. Department of Labor.
- c. **Timeline.** Attachment D sets forth the agreed Timeline for Notice and for the parties' other obligations under this Agreement. The parties will meet and confer on any reasonable modifications to the Timeline proposed by either party.
- d. **Search for Affected Applicants.** OFCCP may provide the Contractor with additional contact information in its possession or its authority to obtain on the Affected Applicants by the date set forth in the Timeline.
- e. **Distribution of Mail Notice to Affected Applicants.** The Contractor will provide initial notice by regular first-class mail. The Contractor will send copies of all of the Notice Documents as defined above, including a postage-paid return envelope, by first class mail to the best available mailing address for each Affected Applicant, by the date set forth in the Timeline. If envelopes from the initial mail notice are returned with forwarding addresses, the Contractor will re-mail the Notice Documents within five (5) days of receipt of the forwarding address.

Based on the response to the initial mail notice, the parties will meet and confer by the date set forth in the Timeline to assess the results of the initial mail notice and to ensure that the second round of mail notice maximizes the potential response rate. OFCCP may also conduct independent efforts to communicate with Affected Applicants about this Agreement and provide updated information to Contractor. A second mail notice will be sent to Affected Applicants with valid addresses who fail to respond to the first mail notice unless the parties agree otherwise.

- f. **Notice Deadline.** The final deadline for any Affected Applicant to respond to the notice is set forth in the Timeline. The parties will prominently display this deadline on all

materials they distribute in paper or online form regarding this Agreement and explain that failure to respond by this deadline will result in a forfeiture of any relief provided by this Agreement.

- g. **Exchange of Information Regarding Affected Applicants.** The Contractor and OFCCP will timely exchange information regarding Affected Applicants, including updated contact information and the results of any technical assistance provided.
- h. **Final List of Eligible Applicants.** The Final List will include all Affected Applicants who timely respond to the Notice by the deadline set forth in the Timeline and whose eligibility is verified by OFCCP. The parties will establish the Final List by the date set forth in the Timeline. The parties will meet and confer on any outstanding issues or questions regarding the Final List. Either party may identify potentially eligible Applicants who may have been erroneously excluded from the original or any subsequent list. OFCCP shall make the final determinations of eligibility but will make every effort to negotiate in good faith to resolve any dispute about the Final List. The Contractor will provide to OFCCP any information necessary to determine the Final List.
- i. **Contractor's Expenses.** The Contractor will pay all expenses associated with carrying out its duties pursuant to this Section, from funds separate and apart from the amount designated in this Agreement for the Settlement.

### 3. Allocation

- a. **Total Amount to be Allocated.** The back pay and interest amounts of the Settlement Fund, plus any additional interest that accrues on these interest-bearing accounts, will be distributed among the Eligible Applicants as explained in Section V.1.b above. Individual shares will include appropriate deductions for each individual's share of payroll deductions required by law on the portion representing back pay only, such as federal (FICA/FUTA) state/local insurance premiums or taxes).
- b. **Affected Applicants Eligible to Receive Payments.** The Settlement Fund will be distributed in equal shares to all Affected Applicants who timely respond to the Notice Process as explained below, and whose eligibility is verified (hereinafter "Eligible Applicants"). These individuals will be listed on the Final List of Eligible Applicants ("Final List"). The process of determining the Final List is explained below under Notice Process. OFCCP will determine the final amount for each Eligible Applicant based on the formula or other terms provided in this Agreement.
- c. **Payments to Eligible Applicants.** OFCCP will provide Contractor a list of the payment amount for each Eligible Applicant on the Final List by the date set forth on the Timeline. The Contractor will issue checks or make electronic payments to each Eligible Applicant in the stated amount, along with appropriate tax reporting forms, as required by the IRS (such as W-2 and IRS Form 1099), by the date set forth on the Timeline. OFCCP will receive timely documentation of all payments made and any payments returned undelivered or any checks not cashed, as set forth on the Timeline. Any check that remains uncashed 120 days after the initial date the check was mailed to the Eligible

Applicant will be void. With respect to any uncashed funds, the Contractor will make a second distribution to all Eligible Applicants who cashed their first check.

- e. **Tax Payments, Forms and Reporting.** The Contractor will pay the Contractor's share of social security withholdings, and any other tax payments required by law from additional funds separate from the Settlement Fund. The Contractor shall mail to each Eligible Applicant IRS Form W-2 for that portion of the payment representing back pay and an IRS Form 1099 for that portion of the payment representing interest. These IRS forms will be provided to the Eligible Applicants either at the time of payment, electronically or with the settlement checks, or at the end of the year, as required by the IRS. No Eligible Applicant will be required to complete a W-4 or W-9 in order to receive payments under this settlement.
- f. **Documentation of Payments.** By the deadline set forth in the Timeline, the Contractor will provide OFCCP with copies of cancelled checks or electronic documentation of all payments to Eligible Applicants, including the amounts paid, the date payment was sent, the date payment was received or the check cashed, and any uncashed or returned checks. In the event of a second distribution, the Contractor will provide a similar documentation on the second distribution.

#### **4. NON-MONETARY REMEDY:**

- a. **Job Opportunities.** The contractor has hired nine class members. Consequently, there is no requirement to extend additional job offers to class members.

#### **PART VI. ADDITIONAL RELIEF PER ENHANCED COMPLIANCE AGREEMENT**

1. The Agreement will be in effect for a five-year period beginning on the Effective Date of the Agreement.
  2. To proactively facilitate compliance with Executive Order 11246, the Contractor will take the steps described below to enhance its compliance with Executive Order 11246 in the evaluation and selection process of all non-exempt staff positions to ensure non-discriminatory selection practices.
  3. The Contractor will retain a third-party consultant ("Consultant") mutually agreed upon by OFCCP with experience applicable to the contractor's industry for the purpose of evaluating the Contractor's selection policies and practices to ensure non-discriminatory selection procedures. The Consultant will have the relevant educational background and substantial experience in developing and implementing selection systems that are job-related and consistent with business necessity.
- #### **4. Modification to selection procedures**
- a. The Contractor agrees to evaluate its hiring process for all non-exempt staff positions to ensure equal access to opportunities for all eligible and willing applicants and employees, regardless of sex, race, ethnicity or national origin. The Contractor will endeavor to

provide greater transparency when posting positions to list all of the basic and preferred qualifications and required criteria for the position.

- b. The Contractor will retain a Human Resources Consultant (“Consultant”) for the purpose of evaluating the policies and procedures related to the hiring process for the custodial technician job title at its establishment to ensure that hiring decisions are job related and consistent with business necessity in accordance with UGESP. In addition, every year, the contractor shall evaluate its selection rates for every non-exempt staff position. If the total selection process for any non-exempt staff position has a statistical and practical impact on any race-, ethnicity-, or sex-based group, the Consultant will also evaluate the individual steps to determine where the impediments to EEO may exist. If an individual step is identified the Consultant will evaluate the policies and procedures related to the hiring process for that job title using the procedures provided below. With every progress report described in Part VII, below, the contractor will submit the total number of applicants and hires and selections by race/ethnicity and sex for each nonexempt staff position along with the results of its evaluation.
- c. The Consultant will evaluate the policies and procedures the Contractor currently uses to hire individuals in the custodial technician job title following the Effective Date of this Agreement, and any nonexempt staff position in subsequent reporting periods, where the hiring process is found to have statistical and practical differences in selection rates. The Consultant will use professional judgement to visit a representative sample of sites (virtually, if needed) to feel confident that the jobs are clearly understood, and that “local validation” is comprehensively studied.
- d. Within ninety (90) days after the Effective Date of this Agreement and, if necessary, the due date of any progress report described in Part VII, below, the Consultant will submit to the Contractor and OFCCP a proposal that describes the methodology used in the evaluation. The proposal will estimate the time necessary to conduct a comprehensive evaluation of the Contractor’s hiring practices and write a report containing the Consultant’s findings and recommendations for submission to OFCCP. The evaluation and recommendations will cover the following areas:
  - i. Procedures to recruit, screen, interview, select, reject, and hire individuals for relevant job titles without regard to sex, sexual orientation, gender identity, race/ethnicity, color, national origin, and religion in compliance with Executive Order 11246.
  - ii. Evaluation of recruitment efforts (methods and sources) and recommendations for additional strategies to increase the representation of qualified male applicants for the custodial technician position.
  - iii. Procedures to limit subjectivity in the hiring process, including identifying objective qualifications and criteria to be used to select and/or eliminate from further consideration persons expressing an interest in employment at each step of the hiring process (i.e., application screen, interview, post-offer screen, etc.).
  - iv. Procedures to ensure that persons expressing an interest in employment are tracked and dispositions are recorded at each step in the hiring process.
  - v. Procedures to ensure that documents are retained in accordance with 41 CFR 60-1.12(a) and Part 60-3.



- vi. Procedures to train all employees involved in the hiring process on the policies and practices related to the selection of individuals for relevant positions.
- vii. Procedures to ensure that analyses of total selection processes are conducted in accordance with 41 CFR Part 60-3, including an evaluation of the individual components, if statistical disparities exist.

This Enhanced Compliance Agreement between the Contractor and OFCCP does not provide the Contractor with any grant of immunity or protection from its requirement to comply with Executive Order 11246.

This Enhanced Compliance Agreement between the Contractor and OFCCP may be modified upon the written consent of the parties, and such consent will not be unreasonably withheld.

This Enhanced Compliance Agreement is between OFCCP and the Contractor and does not confer any rights or benefits to any other parties, other than any successor to, parent of, or subsidiary of the Contractor or OFCCP. In case of a disagreement over the implementation of this Enhanced Compliance Agreement, the parties agree to negotiate in good faith prior to OFCCP instituting any enforcement proceedings.

## **PART VII. REPORTS REQUIRED DURING OFCCP MONITORING PERIOD**

1. **Recordkeeping.** The Contractor agrees to retain all records relevant to the violations cited in Part IV above and the reports submitted in compliance with Paragraph B, 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. The Contractor will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Confidentiality.** The Contractor will submit reports to (b) (7)(C), (b) (6) @dol.gov. The Contractor 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 the Contractor provides in accordance with this agreement are customarily kept private or closely-held, and the Contractor believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Contractor 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.

### **3. Contractor Reports.**

**A. Schedule and Instructions.** Contractor agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:

**Progress Report 1:** October 1, 2021

**Progress Report 2:** October 1, 2022

**Progress Report 3:** October 1, 2023

**Progress Report 4:** October 1, 2024

**Progress Report 5:** October 1, 2025

The Contractor will submit reports to (b) (6), (b) (7)(E) at (b) (7)(C), (b) (6)@dol.gov. The Contractor and OFCCP have a common interest in the information being provided in the reports pursuant to this Agreement.

**B. Affirmative Action Programs.** The Contractor will submit its current year AAP for Executive Order 11246 with the first Progress Report and annually thereafter while the CA monitoring period is in effect.

**C. Reports on Modifications to Personnel Practices.** In each Progress Report, the Contractor will report on all modifications of personnel practices made to date pursuant to the Agreement and provide documentation of its compliance with the remedy provisions of 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. The reports must include:

- i. The total number of applicants and hires by race/ethnicity and sex for each nonexempt staff position; and
- ii. The results of the contractor's evaluation of the hiring process for each nonexempt staff position.
- iii. Within ninety (90) days after the Contractor's annual AAP start date, the Contractor will submit to OFCCP reporting of any non-exempt staff positions in which Contractor's evaluation of selection rates identified a statistical and practical indicator. In accordance with the *Uniform Guidelines on Employee Selection Procedures* 41 CFR Part 60-3, this report will include the results of the Consultant's review of the selection process through an evaluation of each of the individual components of the selection process for those above defined positions. Additionally, the report will include the University's action plan for making necessary adjustments to address identified barriers and ensure non-discriminatory selections are made in a manner that is job-related and consistent with business necessity, as well as, evidence of progress made in the prior year for previous action plans.

**PART VIII. SIGNATURES**

INTEGRATION CLAUSE: This Agreement represents the full Agreement between the Contractor and OFCCP and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither the Contractor nor OFCCP relies upon any promise, representation of fact or law, or other inducement that is not expressed in this Agreement. This Agreement may be modified only by written agreement of the Parties affected and may not be modified by any oral agreement.

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and the University of Delaware at 413 Academy Street, Newark, Delaware 19716.

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

\_\_\_\_\_  
Dr. Dennis Assanis  
President  
University of Delaware  
Newark, Delaware

DATE: 9/10/2020  
\_\_\_\_\_

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

\_\_\_\_\_  
Michele Hodge  
Regional Director  
OFCCP Mid-Atlantic Region

DATE: 9/14/2020  
\_\_\_\_\_

**Attachments**

- A. Covered Establishment
- B. List of Eligible Class Members
- C. Notice Documents
  - C-1 Notice
  - C-2 Claim Form
  - C-3 Release Form
- D. Timeline

**Attachment A: Covered Establishment**

University of Delaware, 413 Academy Street, Newark, Delaware 19716

**Attachment B: List of Eligible Class Members**

1	(b) (6), (b) (7)(C)
2	
3	
4	
5	
6	
7	
8	
9	
10	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	
29	
30	
31	
32	
33	
34	
35	
36	
37	
38	
39	

40	(b) (6), (b) (7)(C)
41	
42	
43	
44	
45	
46	
47	
48	
49	
50	
51	
52	
53	
54	
55	
56	
57	
58	
59	
60	
61	
62	
63	
64	
65	
66	
67	
68	
69	
70	
71	
72	
73	
74	
75	
76	
77	

79	(b) (6), (b) (7)(C)
80	
81	
82	
83	
84	
85	
86	
87	
88	
89	
90	
91	
92	
93	
94	
95	
96	
97	
98	
99	
100	
101	
102	
103	
104	
105	
106	
107	
108	
109	
110	
111	
112	
113	
114	
115	
116	

117	(b) (6), (b) (7)(C)
118	
119	
120	
121	
122	
123	
124	
125	
126	
127	
128	
129	
130	
131	
132	
133	
134	
135	
136	
138	
139	
140	
141	
142	
143	
144	
145	
146	
147	
148	
149	
150	
151	
152	
153	
154	
155	

156	(b) (6), (b) (7)(C)
157	
158	
159	
160	
161	
162	
163	
164	
165	
166	
167	
168	
169	
170	
171	
172	
173	
174	
175	
176	
177	
178	
179	
180	
181	
182	

183	(b) (6), (b) (7)(C)
184	
185	
186	
187	
188	
189	
190	
191	
192	
193	
194	
195	
196	
197	
198	
199	
200	
201	
202	
203	
204	
205	
206	
207	
208	
209	
210	

## Attachment C-1: Notice

# *You may be eligible to get money because of a legal settlement between the University of Delaware 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 the University of Delaware (“the University”) that may benefit you. This settlement involves claims of discrimination and our records show that you may be one of the class members 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 salary adjustment with the Contractor.

### **ARE YOU AFFECTED?**

Male applicants who applied and were not selected for a custodial technician position at the University of Delaware between July 1, 2017 and June 30, 2018 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 the University’s selection practices during July 1, 2017 through July 30, 2018. OFCCP is the government agency responsible for enforcing the nondiscrimination and equal employment opportunity through affirmative action requirements that apply to federal contractors. OFCCP alleges that the University discriminated against male applicants in hiring. The University denies those claims. Ultimately, OFCCP and the University have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement between the University and OFCCP.

As a result, affected class members may be eligible for back pay.

### **WHAT DOES THIS MEAN FOR YOU?**

Because you applied for employment during the relevant time frame, and were not selected, this settlement may provide you with some specific benefits:

- (1) **You may be eligible to receive a payment of at least \$476.19** (before adjustments for taxes and payroll contributions). This amount represents your share of back wages and other payments the University is making to settle the issues found. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.



To get these benefits, you will need to release or agree to give up certain legal claims, and sign the enclosed Release forms.

## WHAT IS YOUR NEXT STEP?

You should read this Notice and the enclosed Interest and Release forms.

Please do not ignore these forms or throw them away. Otherwise, you could miss an opportunity to receive money from the University.

To be eligible for a payment and job, you must complete, sign, and return **both** the following enclosed forms: (1) “Information Verification Form” (Claim Form) and (2) the “Release of Claims Under Executive Order 11246” (Release) to:

[Name and address for return of forms or instructions/email for electronic submission]

**DEADLINE: The forms must be received by [INSERT specific date for First or Second Notice deadline date in Attachment D]**

You may receive these benefits only if these forms confirm that you are one of the individuals covered by the settlement. After correct completion and submission of 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, or if your forms do not verify your eligibility, you will not be eligible to receive any money or any other benefits that are available to you by the settlement.**

## HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact Compliance Officer (b) (6), (b) (7)(E) at 215-861- (b) (6), (b) (7)(E). You can also visit the U.S. Department of Labor Web site about this case at [www.dol.gov/ofccp/cml](http://www.dol.gov/ofccp/cml).

Attachment C-2: Claim Form

**INFORMATION VERIFICATION FORM**

**You must complete this form in order to be eligible for the monetary payment under the terms of the Conciliation Agreement (“Agreement”) between the University of Delaware and the U.S. Department of Labor’s Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Numbers:

Home \_\_\_\_\_ Cell \_\_\_\_\_ Work \_\_\_\_\_

Email Address: \_\_\_\_\_

Notify the University of Delaware at the address below if your address or phone number changes within the next twelve (12) months.

[INSERT CLAIMS ADMINISTRATOR ADDRESS]

Your Social Security Number (to be used for tax purposes only): \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

For purposes of this settlement, it is necessary to verify your gender:

Female  Male

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE CLAIMS ADMINISTRATOR BY [DATE], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT UNDER THE TERMS OF THIS AGREEMENT.**

I, \_\_\_\_\_, certify the above is true and correct.  
(Print name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Attachment C-3: Release Form**

**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. The document states that in return for the University of Delaware ("the University") paying you money, you agree that you will not file any lawsuit against the University for alleged hiring discrimination under Executive Order 11246. It also says that the University does not admit it violated any laws enforced by OFCCP. 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 payment of \$476.19 (less adjustments required by law) by the University to me, which I agree is acceptable, I (print name) \_\_\_\_\_ agree to the following:

**I.**

By signing this Release, I agree that I have been made whole for any claim that could have been brought under Executive Order 11246 relating to the University's hiring practices during my employment with the University through the Effective Date of this Release. I hereby release the University, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its shareholders, owners, directors, officers, employees, agents, and assigns from any claim for additional make whole relief obtained through any action based on or involving the University's hiring practices through the effective date of this Release that could have been brought under Executive Order 11246. Here, make whole relief is defined as the total earnings lost, and includes: salary or wages, overtime, premium pay and shift differentials, incentive pay, raises, bonuses, lost sales commissions, cost-of-living increases, tips, medical and life insurance, fringe benefits, pensions, stock options, and awards.

**II.**

I understand that the University does not agree that it treated me unlawfully or unfairly in any way and that the University 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 the University to me is not to be construed as an admission of any liability by the University.

**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 the University by the deadline listed on the Claim Form, I will not be entitled to receive any payment (less deductions required by law).

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Attachment D: Timeline**

<b>ACTIVITY</b>	<b>DATE</b>
University of Delaware provides documentation of establishment of settlement fund	September 5, 2020
University of Delaware provides current balance of the account, list of transactions and the amount of accrued interest on settlement fund	October 5, 2020
University of Delaware Mails Notice Documents (First Mailing)	October 15, 2020
Deadline for Affected Applicants to Reply to Notice	November 14, 2020
University of Delaware and OFCCP meet to discuss results of initial mail notice	November 24, 2020
OFCCP Provides Updated Contact Information to University of Delaware	December 4, 2020
University of Delaware Mails Notice Documents (Second Mailing)	December 14, 2020
Deadline for Affected Applicants to Reply to Second Notice	January 13, 2021
University of Delaware Provides List of its Determination of Eligible Applicants	January 28, 2021

<b>ACTIVITY</b>	<b>DATE</b>
OFCCP Reviews and Approves Final List and Distribution Amounts	February 12, 2021
University of Delaware Mails Back pay Checks	February 27, 2021
University of Delaware Notifies OFCCP of Any Checks Returned as Undeliverable	April 3, 2021
OFCCP Provides Updated Addresses	April 13, 2021
University of Delaware Mails Back pay Checks to New Addresses	April 23, 2021
Distribution of Remaining Funds to Eligible Applicants	August 31, 2021

Enhanced Compliance Agreement Timeline

Consultant submits ECA review of Custodial Technician to University of Delaware and OFCCP	October 30, 2020 (or 90 days from the signing of this agreement)
University of Delaware submits Annual ECA reports	October 1, 2021; October 1, 2022; October 1, 2023; October 1, 2024; October 1, 2025