

Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
and  
Urban Institute  
500 L'Enfant Plaza SW  
Washington, DC 20024

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Urban Institute establishment located at 500 L'Enfant Plaza SW, Washington, DC 20024, beginning on May 22, 2020. OFCCP found that Urban Institute failed to comply with Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) and their respective implementing regulations at 41 C.F.R. 60-300 and 41 C.F.R. 60-741.

OFCCP notified Contractor of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on January 29, 2021.

In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient consideration described in this document, OFCCP and Contractor enter into this Conciliation Agreement (Agreement) and the parties agree to all the terms therein.

**II. General Terms and Conditions**

1. In exchange for Urban Institute's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under Executive Order 11246, as amended (E.O. 11246 or the Executive Order), 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 Urban Institute violates any provision of this Agreement, as set forth in Paragraph 10, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review Urban Institute'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. Urban Institute 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 OFCCP requests, including those specified in this Agreement.
3. Nothing in this Agreement relieves Urban Institute 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. Urban Institute 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.
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This Agreement 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.
7. This Agreement becomes effective on the day it is signed by the Acting Assistant District Director (Effective Date).
8. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement will expire sixty (60) days after Urban Institute submits its final progress report required in Section IV, below, unless OFCCP notifies Urban Institute in writing before the expiration date that Urban Institute 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 Urban Institute has met all of its obligations under the Agreement.
10. If Urban Institute violates this Agreement:
  - a. The procedures at 41 C.F.R. 60-300.63 and 41 C.F.R. 60-741.63 will govern:
    - i. OFCCP will send Urban Institute a written notice stating the alleged violation(s) and summarizing any supporting evidence.
    - ii. The Urban Institute 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 Urban Institute 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.

- iv. In the event of a breach of this Agreement by the Urban Institute, 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 in the Agreement.
  - b. Urban Institute may be subject to the sanctions set forth in 41 C.F.R. 60-300.66 or 41 C.F.R. 60-741.66, and/or other appropriate relief for violating this Agreement.
- 11. Urban Institute does not admit any violation of E.O. 11246, Section 503, or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
- 12. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by 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.
- 14. Each party shall bear its own fees and expenses with respect to this matter.
- 15. 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.
- 16. 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 1:** During the period January 1, 2019, through December 31, 2019, Urban Institute failed to document fully all activities it undertook to comply with its external outreach and recruitment efforts; and to maintain those documents for a period of three (3) years, in accordance with 41 CFR 60-300.44(f)(4).  
  
**Remedy 1:** Urban Institute will document all activities it undertakes to comply with its external outreach and recruitment efforts; and maintain those documents for a period of three (3) years, in accordance with 41 CFR 60-300.44(f)(4).
- 2. **Violation 2:** During the period January 1, 2019, through December 31, 2019, Urban Institute failed to document fully all activities it undertook to comply with its external outreach and recruitment efforts; and to maintain those documents for a period of three (3) years, in accordance with 41 CFR 60-741.44(f)(4).

**Remedy 2:** Urban Institute will document all activities it undertakes to comply with its external outreach and recruitment efforts; and maintain those documents for a period of three (3) years, in accordance with 41 CFR 60-300.44(f)(4).

#### **IV. OFCCP Monitoring Period**

1. **Recordkeeping.** Urban Institute 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. Urban Institute will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. **Contractor Report.**

Urban Institute agrees to furnish OFCCP with the following report during the Monitoring Period. The report will contain the documentation specified according to the dates scheduled:

- a. Progress Report: Due on January 31, 2022, covering the period of January 1, 2021, through December 31, 2021.

The report will include the following:

For Violation 1: Documentation to verify that Urban Institute undertook appropriate outreach and positive recruitment activities reasonably designed to effectively recruit qualified protected veterans and conducted an assessment of its efforts. This enhanced documentation should include a copy of the sections of Urban Institute's AAP that list: 1) Its outreach activities with supporting documentation; 2) An assessment of the effectiveness of each activity; and 3) A copy of Urban Institute's annual assessment of the totality of its outreach activities, as required by 41 CFR 60-300.44(f)(3). Urban Institute should note that 41 CFR 60-300.44(f) lists examples of several resources that may aid contractors in effectively recruiting and employing qualified protected veterans.

For Violation 1: Copies of all responses or other related correspondence received from each of the organizations used during the reporting period in efforts to recruit qualified protected veterans.

For Violation 2: Documentation to verify that Urban Institute undertook appropriate outreach and positive recruitment activities reasonably designed to effectively recruit qualified individuals with disabilities and conducted an assessment of its efforts. This documentation should include a copy of the sections of Urban Institute's AAP that list: 1) Its outreach

activities with supporting documentation; 2) An assessment of the effectiveness of each activity; and 3) A copy of Urban Institute's annual assessment of the totality of its outreach activities, as required by 41 CFR 60-741.44(f)(3). Urban Institute should note that 41 CFR 60-741.44(f) lists examples of several resources that may aid contractors in effectively recruiting and employing qualified individuals with disabilities.

For Violation 2: Copies of all responses or other related correspondence received from each of the organizations used during the reporting period in efforts to recruit qualified individuals with disabilities.

Urban Institute will submit the report to Shanae Moody, Acting Assistant District Director, OFCCP – Arlington District Office, at (b) (6), (b) (7)(C)@dol.gov. Urban Institute and OFCCP have a common interest in the information being provided in the report pursuant to this Agreement. To the extent the report Urban Institute provides in accordance with this Agreement contains trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and the Urban Institute believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Urban Institute will provide the report to OFCCP marked as "Confidential." In the event of a FOIA request, OFCCP will promptly notify Urban Institute of the FOIA request and provide Urban Institute an opportunity to object to disclosure. OFCCP will withhold disclosure of the report to the maximum extent allowable by law.

3. **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 Urban Institute's final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Urban Institute in writing within sixty (60) days of the date of the final progress report that Urban Institute 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 Urban Institute within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Urban Institute has met all of its obligations under the Agreement.



## V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Urban Institute, 500 L'Enfant Plaza SW, Washington, DC 20024.

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

/Sarah Rosen Wartell  
President  
Urban Institute  
Washington, DC

DATE: 4/29/21

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

Shanae Moody  
Acting Assistant District Director  
Arlington District Office  
Mid-Atlantic Region

DATE: 5/11/2021

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

(b) (7)(C), (b) (7)(E)

Compliance Officer  
Arlington District Office  
Mid-Atlantic Region

DATE: 5/11/2021