

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
Ohio State University

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated Ohio State University (hereafter OSU) establishment located at 1960 Kenny Road, Columbus, Ohio 43210 beginning on September 24, 2021. OFCCP found that OSU failed to comply with Executive Order 11246, as amended and their respective implementing regulations at 41 CFR 60-2.10.

OFCCP notified OSU of the specific violations and the corrective actions required in an Amended Show Cause Notice issued on September 15, 2022.

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 OSU enter into this Conciliation Agreement (Agreement) and its attachments, and the parties agree to all the terms therein.

II. General Terms and Conditions

1. In exchange for OSU's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246 based on the violations alleged in the Amended Show Cause Notice. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if OSU 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 OSU'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. OSU 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 OSU 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. OSU 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 Regional 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 OSU submits its final progress report required in Section IV, below, unless OFCCP notifies OSU in writing before the expiration date that OSU 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 OSU has met all of its obligations under the Agreement.
10. If OSU violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34 will govern:
 - i. OFCCP will send OSU a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. OSU 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 OSU 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 OSU, 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. OSU may be subject to the sanctions set forth in: Section 209 of the Executive Order, 41 C.F.R. 60-1.27 and/or other appropriate relief for violating this Agreement.
11. OSU does not admit any violation of the Executive Order, 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:** During the time period October 1, 2019, to March 31, 2021, OSU did not maintain the gender, race, and ethnicity of each applicant or Internet Applicant as defined in 41 CFR 60-1.3, whichever is applicable to the particular position, as required by 41 CFR 60-1.12(c)1. Specifically, OSU provided applicant flow data that did not match applicant data submitted with the Affirmative Action Program (AAP) data.

Remedy: OSU will maintain the gender, race, and ethnicity of each applicant or Internet Applicant as defined in 41 CFR 60-1.3, whichever is applicable to the particular position.

- a. The gender, race, and ethnicity of each employee; and
 - b. Where possible, the gender, race, and ethnicity of each applicant or Internet Applicant as defined in 41 CFR 60-1.3, whichever is applicable to the particular position.
2. **Violation:** During the time period October 1, 2019, to March 31, 2021, OSU failed to develop and implement an auditing system that periodically measures the effectiveness of its total AAP, as required by 41 CFR 60-2.17(d).

Remedy: OSU will develop and implement an auditing system that periodically measure the effectiveness of its total AAP. The actions listed below are key to a successful AAP:

- a. Monitor all records of personnel activity, including referrals, placements, transfers, promotions, terminations, and compensation, at all levels to ensure the nondiscriminatory policy is carried out;
- b. Require internal reporting on a scheduled basis as to the degree to which equal employment opportunity and organizational objectives are attained;
- c. Review report results with all levels of management; and

d. Advise top management of program effectiveness and submit recommendations to improve unsatisfactory performance.

IV. OFCCP Monitoring Period

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

2. **Contractor Reports.**

OSU agrees to furnish OFCCP with the following reports during the Monitoring Period. Each report will contain the documentation specified according to the dates scheduled:

a. **Progress Report 1:** Due on December 15, 2023, covering the period of October 1, 2022, through September 30, 2023.

The total number of applicants and hires and the breakdown by race, gender, and ethnic group for all job groups during the reporting period.

Evidence of an internal audit and reporting system, to include monitoring records of all personnel activity, internal reporting on a scheduled basis as to the degree to which equal opportunity and organization objectives are attained; review of internal reporting with all levels of management; and advisement of top management regarding program effectiveness and recommendations to improve unsatisfactory performance

b. **Progress Report 2:** Due on December 1, 2024, covering the period of October 1, 2023, through September 30, 2024.

The total number of applicants and hires and the breakdown by race, gender, and ethnic group for all job groups during the respective reporting period.

Evidence of an internal audit and reporting system, to include monitoring records of all personnel activity, internal reporting on a scheduled basis as to the degree to which equal opportunity and organization objectives are attained; review of internal reporting with all levels of management; and advisement of top management regarding program effectiveness and recommendations to improve unsatisfactory performance

OSU will submit reports to Compliance Officer (b) (6), (b) (7)(C) to (b) (6), (b) (7)(C)@dol.gov. OSU 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 OSU provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and the OSU believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, OSU will provide such reports to OFCCP marked as “Confidential”. In the event of a FOIA request, OFCCP will promptly notify OSU of the FOIA request and provide OSU an opportunity to object to disclosure. OSU will withhold disclosure of such reports 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 OSU’s final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify OSU in writing within sixty (60) days of the date of the final progress report that OSU 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 OSU within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines OSU has met all of its obligations under the Agreement.

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Ohio State University, 1960 Kenny Road, Columbus, Ohio 43210.

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

Dr. Kristina M. Johnson
President
Ohio State University
Columbus, OH

DATE: 10-25-2022

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

Carmen Navarro
Regional Director
Midwest Region

DATE: 10/27/22

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

(b) (6), (b) (7)(C)
Compliance Officer
Midwest Region

DATE: 10/27/22