

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
John Wiley & Sons, Incorporated

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated John Wiley & Sons, Incorporated establishment located at 10475 Crosspointe Boulevard, Indianapolis, Indiana beginning on April 19, 2022. OFCCP found that John Wiley & Sons, Incorporated 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 Title 41 Code of Federal Regulations (CFR) Chapter 60.

OFCCP notified John Wiley & Sons, Incorporated of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on November 29, 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 John Wiley & Sons, Incorporated 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 John Wiley & Sons, Incorporated'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 John Wiley & Sons, Incorporated 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 John Wiley & Sons, Incorporated'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. John Wiley & Sons, Incorporated 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 John Wiley & Sons, Incorporated 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. John Wiley & Sons, Incorporated 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 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 John Wiley & Sons, Incorporated submits its final progress report required in Section IV, below, unless OFCCP notifies John Wiley & Sons, Incorporated in writing before the expiration date that John Wiley & Sons, Incorporated 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 John Wiley & Sons, Incorporated has met all of its obligations under the Agreement.
10. If John Wiley & Sons, Incorporated 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 John Wiley & Sons, Incorporated a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. John Wiley & Sons, Incorporated 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 John Wiley & Sons, Incorporated 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 John Wiley & Sons, Incorporated, 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. John Wiley & Sons, Incorporated may be subject to the sanctions set forth in 41 C.F.R. 60-300.66, and/or 41 C.F.R. 60-741.66, and/or other appropriate relief for violating this Agreement.
11. John Wiley & Sons, Incorporated 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 1:** During the period of January 1, 2021 through December 31, 2021, John Wiley & Sons, Incorporated failed to immediately list all employment openings with either the state workforce agency job bank or a local employment service delivery system serving the location where the openings occurred in violation of 41 CFR 60-300.5(a)(2-6).

Remedy 1: John Wiley & Sons, Incorporated will list all employment openings as they occur with an appropriate employment service delivery system (ESDS) (either the state workforce agency job bank or a local ESDS) where the openings occur, in a manner and format that will allow the ESDS to provide priority referrals of protected veterans to John Wiley & Sons, Incorporated, as required by 41 CFR 60-300.5(a)(2-6). With its initial listing, and as subsequently needed to update the information John Wiley & Sons, Incorporated will also advise the ESDS that it is a federal contractor that desires priority referrals of protected veterans for job openings at all locations within the state, and provide the employment service delivery system with the name and address of each

of its hiring locations within the state and the contact information for the John Wiley & Sons, Incorporated official responsible for hiring at each location, in accordance with 41 CFR 60-300.5(a)(4). Should any of the information in the disclosures change since it was last reported to the ESDS, John Wiley & Sons, Incorporated will provide updated information simultaneously with its next job listing.

- 2. Violation 2:** During the period January 1, 2021 through December 31, 2021, John Wiley & Sons, Incorporated failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified protected veterans, in violation of 41 CFR 60-300.44(f).

Remedy 2: John Wiley & Sons, Incorporated will undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified protected veterans, such as those described at 41 CFR 60-300.44(f)(14). John Wiley & Sons, Incorporated will annually review its outreach and recruitment activities, assess their effectiveness, and document this review and all activities it undertakes to comply with this section, in accordance with 41 CFR 60-300.44(f).

- 3. Violation 3:** During the period January 1, 2021 through December 31, 2021, John Wiley & Sons, Incorporated failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified individuals with disabilities, in violation of 41 CFR 60-741.44(f).

Remedy 3: John Wiley & Sons, Incorporated will undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified individuals with disabilities, such as those described at 41 CFR 60-741.44(f)(1-4). John Wiley & Sons, Incorporated will annually review its outreach and recruitment activities, assess their effectiveness, and document this review and all activities it undertakes to comply with this section, in accordance with 41 CFR 60-741.44(f).

IV. OFCCP Monitoring Period

- 1. Recordkeeping.** John Wiley & Sons, Incorporated agrees to retain all records relevant to the violations cited in Section III above at its Indianapolis establishment and the report 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. John Wiley & Sons, Incorporated will retain the records until this Agreement expires or for the period consistent with regulatory requirements, whichever is later.
- 2. Reports.**

John Wiley & Sons, Incorporated agrees to furnish OFCCP with the following report during the Monitoring Period: Due on January 31, 2024, covering the period of January 1, 2023 through December 31, 2023. This report will contain the following documentation:

- A. Copies of all employment openings listed with an appropriate ESDS in Indiana - a state workforce agency job bank or a local employment service delivery system serving the location where the openings occurred - in a manner and format that allows the ESDS to provide priority referrals of protected veterans to John Wiley & Sons, Incorporated;
- B. Evidence that John Wiley & Sons, Incorporated advised the ESDS in Indiana that is it a federal contractor that desires priority referrals of protected veterans for job openings at all locations within the state, and provided the ESDS with the name and address of each of its hiring locations within the state and the contact information for the John Wiley & Sons, Incorporated official responsible for hiring at each location;
- C. Evidence of external outreach and positive recruitment activities undertaken, including at a minimum contacting the organizations listed in the Attachment to this document, that are reasonably designed to effectively recruit qualified protected veterans and individuals with disabilities;
- D. Copies of John Wiley & Sons, Incorporated's annual reviews of its outreach and recruitment activities and assessment of their effectiveness for Section 503 and VEVRAA for its Indianapolis establishment;
- E. Copy of John Wiley & Sons, Incorporated's annual computations or comparisons pertaining to applicants and hires for its Indianapolis establishment, pursuant to the VEVRAA data collection analysis provisions found at 41 CFR 60-300.44(k):
 - i. The number of applicants who self-identified as protected veterans pursuant to 60-300.42(a), or who are otherwise known as protected veterans;
 - ii. The total number of job openings and total number of jobs filled;
 - iii. The total number of applicants for all jobs;
 - iv. The number of protected veteran applicants hired;
 - v. The total number of applicants hired;
- F. Copy of John Wiley & Sons, Incorporated's annual computations or comparisons pertaining to applicants and hires for its Indianapolis establishment, pursuant to the Section 503 data collection analysis provisions found at 41 CFR 60-741.44(k):
 - i. The number of applicants who self-identified as individuals with disabilities pursuant to 41 CFR 60-741.42(a), or who are otherwise known to be individuals with disabilities;
 - ii. The total number of job openings and total number of jobs filled;

- iii. The total number of applicants for all jobs;
- iv. The number of applicants with disabilities hired;
- v. The total number of applicants hired; and

G. Copy of John Wiley & Sons, Incorporated's annual Section 503 utilization analysis, pursuant to 41 CFR 60-741.45(d).

John Wiley & Sons, Incorporated will submit the report to Compliance Officer (b) (6), (b) (7)(C) @dol.gov.

John Wiley & Sons, Incorporated and OFCCP have a common interest in the information being provided in the report pursuant to this Agreement. To the extent any of the reports John Wiley & Sons, Incorporated provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely held, and the John Wiley & Sons, Incorporated believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, John Wiley & Sons, Incorporated will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify John Wiley & Sons, Incorporated of the FOIA request and provide John Wiley & Sons, Incorporated an opportunity to object to disclosure. OFCCP will withhold disclosure of such reports to the maximum extent allowable by law.

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

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and John Wiley & Sons, Incorporated, 10475 Crosspointe Boulevard, Indianapolis, Indiana.

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

Kristy Grazioso
VP, Head of Global Employee Relations
John Wiley & Sons, Incorporated
Indianapolis, Indiana

DATE: February 22, 2023

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

Margaret Kraak
Deputy Regional Director
Midwest Region

DATE: March 1, 2023

Attachment

Outreach Sources

Section 4212 Sources

Employer Support of Guard and Reserves (ESGR)
711 N. Pennsylvania Street
Indianapolis, IN 46204
<http://www.esgr.mil/IN.aspx>
OSD.USERRA@mail.mil

Invets

777 N. Meridian Street, Suite 125
Indianapolis, IN 46204
Invets.org
317-683-0623

HVAF of Indiana

964 N. Pennsylvania Street
Indianapolis, IN 46204
<https://www.hvafofindiana.org>

Section 503 Sources

Indiana DWD
Indiana Government Center South
10 North Senate Avenue
Indianapolis, IN 46204
888-436-9092
AskDWDCommissioner@dwd.IN.gov

The SierraGroup

Recruit Disability.org
Works with Federal Contractors
888-501-2278
recruitdisabilitysales@careercast.com

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