

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
Navient Corporation

OFCCP Case Numbers R00304344, R00304239, and R00211083

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated Navient Corporation. OFCCP found that Navient Corporation (Navient) failed to comply with Executive Order 11246, as amended (“E.O. 11246 or the Executive Order”) and its respective implementing regulations at 41 Code of Federal Regulations (CFR) Parts 60-1, 60-2, and 60-3.

In the interest of resolving the alleged violations without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and Navient enter into this Agreement and its attachments, which are incorporated by reference into this Agreement; and the parties agree to all the terms herein.

II. General Terms and Conditions

1. In exchange for Navient’s fulfillment of its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Navient 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 Navient’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. Navient 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 reasonably requests, including those specified in this Agreement.
3. Nothing in this Agreement relieves Navient of its obligation to fully comply with the requirements of E.O. 11246, 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”), their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.
4. Navient and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246.

5. Navient 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, the parties will work in good faith to make the corrections.
8. This Agreement becomes effective on the day it is signed by the Mid-Atlantic Regional 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 Navient submits its progress report required in Section V, below, unless OFCCP notifies Navient in writing before the expiration date that Navient 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 Navient has met all of its obligations under the Agreement.
11. If Navient violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34 will govern:
 - i. OFCCP will send Navient a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. Navient 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 Navient is unable to demonstrate that it has not violated the Agreement, or if OFCCP's 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 Navient, 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. Navient 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.

12. Navient denies any violation of the Executive Order and there has been no 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 Office of Federal Contract Compliance Programs of 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, and in the Timeline included as Attachment B, 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. OFCCP’s Findings

1. **VIOLATION:** OFCCP found that, during the period of May 18, 2019 – May 17, 2021, Navient was not in compliance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 section 202 and 41 CFR 60-1.4(a)(1). OFCCP identified a statistically significant disparity (equivalent to a shortfall of seven (7)), not otherwise explained, in the hiring of Black Customer Care Specialist I applicants on the basis of race.
2. **VIOLATION:** OFCCP found that, during the period of August 1, 2019 through January 31, 2021, Navient was not in compliance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 section 202 and 41 CFR 60-1.4(a)(1). OFCCP identified a statistically significant disparity (equivalent to a shortfall of thirty (30)), not otherwise explained, in the hiring of Black Customer Care Specialist I applicants on the basis of race.
3. **VIOLATION:** OFCCP found that, during the period of August 1, 2017 through January 31, 2019, Navient was not in compliance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 section 202 and 41 CFR 60-1.4(a)(1). OFCCP identified a statistically significant disparity (equivalent to a shortfall of fifteen (15)), not otherwise explained, in the hiring of White Job Group 5E – Clerical applicants on the basis of race.

4. **VIOLATION:** OFCCP found that, during the period of August 1, 2017 through January 31, 2019, Navient was not in compliance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 section 202 and 41 CFR 60-1.4(a)(1). OFCCP identified a statistically significant disparity (equivalent to a shortfall of eleven (11)), not otherwise explained, in the hiring of Black Job Group 5E – Clerical applicants on the basis of race.

IV. Financial Remedy

1. **Settlement Amount.** Navient agrees to a settlement amount of Seven Hundred Thousand Dollars and No Cents (\$700,000.00) to resolve the OFCCP's findings set forth above. The total settlement amount includes \$ 651,000 in back pay and \$ 49,000 in accrued interest ("Settlement Fund").
2. **Allocation**
 - a. **Total Amount to be Allocated.** The Settlement Fund will be distributed pro rata among the Eligible Applicants (defined below) as explained in this Section. Navient's share of statutory taxes/contributions on the portion representing back pay, such as the Federal Income Contributions Act ("FICA"), the Federal Unemployment Tax Act ("FUTA"), or other state and/or local taxes, is not part of the Settlement Fund. Distributions to Eligible Applicants will include appropriate deductions required by law on the portion representing back pay only, such as federal FICA/FUTA, state, or local insurance premiums or taxes.
 - b. **Affected Applicants Eligible to Receive Payments.** The Settlement Fund will be distributed, pro rata, to all Affected Applicants (identified in Attachments A-1, A-2, and A-3) who timely respond to the Notice Process as explained below and whose eligibility is verified (hereinafter, "Eligible Applicants"). These individuals will be included in 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 Navient a list of the payment amount for each Eligible Applicant on the Final List by the date set forth on the Timeline. Navient will issue checks or make electronic payments to each Eligible Applicant for the stated amount, along with appropriate tax reporting forms (such as Internal Revenue Service ("IRS") Forms W-2 and 1099, if applicable) by the date set forth on the Timeline. Navient will provide OFCCP with timely documentation of all payments made to Eligible Applicants and any payments returned undelivered or any checks not cashed, as set forth on the Timeline. Reasonable efforts will be made to ensure that all Eligible Applicants listed on the Final List have an opportunity to claim their portion of the settlement. When it is determined that an Eligible Applicant did not receive a check or that a check was lost, OFCCP and Navient will work together to provide a replacement check before any funds are redistributed. Any

check that remains uncashed 180 days after the initial date the check was mailed to the Eligible Applicant will be void. With respect to any uncashed funds, if the total amount of uncashed checks results in a payment of \$30 or more to each Eligible Applicant who cashed their first check, Navient will make a second distribution to all Eligible Applicants who cashed their first check.

- d. **Tax Payments, Forms and Reporting.** Navient will pay Navient's share of social security withholdings and any other tax payments required by law from additional funds separate from the Settlement Fund. Navient shall mail to each Eligible Applicant an 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 (if required). 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. No Eligible Applicant will be required to complete a W-4 or W-9 in order to receive payments under this settlement. In addition, OFCCP will report the terms of this settlement to the IRS via a Form 1098-F.

3. Notice Process

- a. **Mutual 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, Navient 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 Navient agree not to unreasonably withhold consent to reasonable modifications proposed by either party.
- b. **Notice Documents.** Navient will distribute Notice Documents to Affected Applicants identified in Attachments A-1, A-2, and A-3 consistent with the Notice Documents contained in Attachment C. The Notice Documents include a Notice, Release of Claims, and Information Verification Form. The Notice Documents make clear the information about the settlement is being provided by or on behalf of the U.S. Department of Labor and Navient. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, the parties will meet and confer on any reasonable modifications of the sample Notice Documents or additions to the materials distributed by Navient, if proposed by either party.
- c. **Timeline.** Attachment B 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.** The parties will work together to obtain contact information for Affected Applicants by the date set forth in the Timeline.

- e. **Distribution of Mail Notice to Affected Applicants.** By the date set forth in the Timeline, Navient will send by regular first-class mail copies of all Notice Documents, as defined above, and a postage-paid return envelope to the best available mailing address for each Affected Applicant. If envelopes from the initial mail notice are returned with forwarding addresses, Navient will re-mail the Notice Documents within ten (10) 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. 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 on paper or electronically regarding this Agreement and explain that failure to respond by this deadline will result in a forfeiture of any relief provided by this Agreement. Any Affected Applicant (who cannot be located or who fails to submit completed Notice Forms within the timeframes established in the Timeline will not be eligible for any financial remedy under this Agreement.
- g. **Technical Assistance.** The parties will timely respond to any inquiries from Affected Applicants using information consistent with this Agreement and the Notice Documents and will document all inquiries and the result.
- h. **Exchange of Information Regarding Affected Applicants.** Navient and OFCCP will timely exchange information regarding Affected Applicants, including updated contact information and the results of any technical assistance provided.
- i. **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. 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. Navient will provide to OFCCP any available information necessary to determine the Final List.
- j. **Documentation of Payments.** By the deadline set forth in the Timeline, Navient 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, Navient will provide a similar documentation on the second distribution.

- k. **Navient's Expenses.** Navient 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.

V. **OFCCP Monitoring Period**

1. **Recordkeeping.** Navient agrees to retain all records relevant to OFCCP's Findings cited in Section III above and the reports submitted in compliance with Paragraph 2, below. These records include records or data used to generate the required reports. Navient will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. **Navient Reports.**

In accordance with the Timeline, Navient agrees to furnish OFCCP with copies of cashed checks or electronic documentation of payment from the settlement disbursement to Eligible Applicants. Navient's first and final progress report is due on or before April 5, 2025, and will include copies of cashed checks or electronic documentation of payment from the settlement disbursement to Eligible Applicants.

Navient will submit this report to Mid-Atlantic Regional Director Samuel B. Maiden at (b) (6), (b) (7)(C) @dol.gov and Director of Regional Operations (b) (6), (b) (7)(C) @dol.gov. Navient and OFCCP have a common interest in the information being provided in the reports pursuant to this Agreement. To the extent that any of the information Navient provides in accordance with this Agreement is customarily kept private or closely-held, and Navient believes it should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Navient will provide such information to OFCCP marked as "Confidential." In the event of a FOIA request, OFCCP will treat any such information received as confidential information to the maximum extent possible under the 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 when OFCCP accepts Navient's progress report, as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify Navient in writing within sixty (60) days of the date of the progress report that Navient has not fulfilled all of its obligations under the Agreement, OFCCP will be deemed to have accepted the progress report and the Monitoring Period and this Agreement will terminate. If OFCCP notifies Navient within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Navient has met all of its obligations under the Agreement.

VI. Signatures

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Navient Corporation.

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

John Kane
Executive Vice President and Group President – Business Processing Solutions
Navient Corporation

DATE: 09 / 08 / 2023

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

Samuel B. Maiden
Regional Director
OFCCP, Mid-Atlantic Region

DATE: 09/08/2023

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

Carmen Navarro
Regional Director
OFCCP, Midwest Region

DATE: _____

Attachments:

- A. List of Affected Applicants
- B. Timeline
- C. Notice Documents

ATTACHMENT A -9

LIST OF AFFECTED APPLICANTS

#	Candidate ID
1	(b) (6), (b) (7)(C)
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ATTACHMENT A – 2

LIST OF AFFECTED APPLICANTS

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ATTACHMENT A – 2

LIST OF AFFECTED APPLICANTS

80	(b) (6), (b) (7)(C)	121	(b) (6), (b) (7)(C)
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83		124	
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ATTACHMENT A – 2

LIST OF AFFECTED APPLICANTS

162	(b) (6), (b) (7)(C)	203	(b) (6), (b) (7)(C)
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ATTACHMENT A – 2

LIST OF AFFECTED APPLICANTS

244	(b) (6), (b) (7)(C)	285	(b) (6), (b) (7)(C)
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284	CARD-21240 Anthony Thomas	325	

ATTACHMENT A – 2

LIST OF AFFECTED APPLICANTS

326	(b) (6), (b) (7)(C)	367	(b) (6), (b) (7)(C)
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ATTACHMENT A – 3

LIST OF AFFECTED APPLICANTS

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ATTACHMENT A – 3

LIST OF AFFECTED APPLICANTS

72	(b) (6), (b) (7)(C)	109	(b) (6), (b) (7)(C)
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ATTACHMENT A – 3

LIST OF AFFECTED APPLICANTS

146	(b) (6), (b) (7)(C)	183	(b) (6), (b) (7)(C)
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ATTACHMENT A – 3

LIST OF AFFECTED APPLICANTS

220	(b) (6), (b) (7)(C)	257	(b) (6), (b) (7)(C)
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ATTACHMENT A – 3

LIST OF AFFECTED APPLICANTS

294	(b) (6), (b) (7)(C)	331	(b) (6), (b) (7)(C)
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ATTACHMENT A – 3

LIST OF AFFECTED APPLICANTS

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ATTACHMENT A – 3

LIST OF AFFECTED APPLICANTS

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ATTACHMENT A – 3

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ATTACHMENT A – 3

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ATTACHMENT A – 3

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ATTACHMENT A – 3

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ATTACHMENT A – 3

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ATTACHMENT A – 3

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ATTACHMENT A – 3

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ATTACHMENT A – 3

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ATTACHMENT A – 3

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ATTACHMENT A – 3

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ATTACHMENT A – 3

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ATTACHMENT A – 3

LIST OF AFFECTED APPLICANTS

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ATTACHMENT A – 3

LIST OF AFFECTED APPLICANTS

1404	(b) (6), (b) (7)(C)	1441	(b) (6), (b) (7)(C)
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ATTACHMENT A – 3

LIST OF AFFECTED APPLICANTS

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ATTACHMENT A – 3

LIST OF AFFECTED APPLICANTS

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ATTACHMENT A – 3

LIST OF AFFECTED APPLICANTS

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ATTACHMENT A – 3

LIST OF AFFECTED APPLICANTS

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ATTACHMENT A – 3

LIST OF AFFECTED APPLICANTS

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ATTACHMENT A – 3

LIST OF AFFECTED APPLICANTS

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ATTACHMENT B

ACTIVITY	DATE
Navient mails Notice Documents (First Mailing)	October 15, 2023
Navient provides OFCCP with a status update, identifying by candidate number and name the status of Affected Applicant responses.	October 29, 2023
Deadline for Affected Applicants to respond to First Notice	November 14, 2023
Navient and OFCCP meet to discuss results of initial mail notice and Navient notifies OFCCP of undeliverable mailings and provides OFCCP with a list of individuals who have not responded to the first mailing (name and last known contact information)	November 24, 2023
OFCCP Provides updated contact information to Navient	December 4, 2023
Navient Mails notice Documents (Second Mailing)	December 18, 2023
Navient provides OFCCP with a status update to list the name and candidate number identifier of all Affected Applicants and identifies whether each applicant has responded to the notice.	December 28, 2023
Deadline for Affected Applicants to Respond to Second Mailing	January 7, 2024
Navient provides OFCCP with list of Eligible Applicants	January 21, 2024

ATTACHMENT B

OFCCP Reviews and Approves Final List and distribution amounts	February 4, 2024
Navient mails checks to Eligible Applicants (First Distribution)	February 25, 2024
Navient notifies OFCCP of any checks returned as undeliverable or remain uncashed.	August 23, 2024
Navient Mails Checks to Eligible Applicants, if necessary. (Second Distribution)	September 7, 2024
Second Checks uncashed are void.	March 6, 2025

Additional Reporting Requirements

ACTIVITY	DATE
Progress Report due	April 5, 2025

ATTACHMENT C

Dear Affected Applicant:

Navient Corporation ("Navient") and the Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") have entered into a Conciliation Agreement ("Agreement") to remedy violations of Executive Order 11246 ("E.O. 11246") that OFCCP found during a compliance review of Navient's establishment. OFCCP found that during the period of [DATE] through [DATE] (Review Period) Navient did not comply with the nondiscrimination requirements of E.O. 11246 for hiring [DISFAVORED GROUP(S)] applicants for [NAME OF JOB(S)/ POSITION(S)]. Navient denies any violation of E.O. 11246 and there has not been any adjudicated finding that Navient violated any laws. OFCCP and Navient entered into the Agreement to resolve this matter without resorting to further legal proceedings. You have been identified as an individual who applied for, but did not receive, a [POSITION NAME] who may be eligible for participation in the financial settlement.

Under this Agreement, you may be eligible to receive a payment representing a pro rata share of back pay and interest, less deductions required by law. Under the terms of this Agreement it may take up to eight months from the date of this Notice before you receive a payment. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification Form and Release of Claims Form. You should complete and mail back the forms as soon as possible to the name and address listed below:

[NAME]
[POSITION]
[CONTRACTOR]
[ADDRESS]

In order for you to be eligible to participate in the settlement, your documents must be postmarked no later than [date]

You may use the enclosed postage-paid return envelope to return the completed and signed Information Verification Form and Release of Claims Form.

ATTACHMENT C

If you have any questions you may call [Navient POC] at [PHONE NUMBER], or OFCCP's Mid-Atlantic Regional Office at (215) 861-5765. You may also email OFCCP at ofccp-ma@dol.gov.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO NAVIENT WITHIN 30 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE WAS POSTMARKED, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

Sincerely,

[Name]

Enclosures:

Information Verification Form

Release of Claims Form

ATTACHMENT C

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 Navient Corporation ("Navient") and the Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP"). Please print legibly, except for the signature.

Name: _____

Address: _____

Telephone Nos.: Home _____ Cell _____ Work _____

Email Address: _____

Notify Navient at the address below if your address, phone number, or email address changes within the next twelve months.

Your Social Security Number or Tax Identification Number (to be used for tax purposes only):

_____-_____-_____-

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW BY [insert date] YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

NAME)
(POSITION)
(CONTRACTOR)
(ADDRESS)

I, (print name) _____, certify the above is true and correct.

Signature

Date

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

PLEASE CAREFULLY READ THIS NOTICE BEFORE COMPLETING THIS RELEASE OF CLAIMS. YOU MUST RETURN A SIGNED RELEASE OF CLAIMS TO RECEIVE MONEY FROM THE SETTLEMENT BETWEEN NAVIENT AND OFCCP.

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Navient Corporation ("Navient") paying you money, you agree that you will not file any lawsuit against Navient for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for [POSITIONS] positions during [TIME FRAME]. It also says that Navient does not admit it violated any laws. This Release says you have had sufficient time to look at the Release of Claims; to talk with others about the Release of Claims, including an attorney if you choose; and that no one pressured you into signing the Release of Claims. Finally, it says that if you do not sign and return the Release of Claims by a certain date, you will not receive any money from the settlement between OFCCP and Navient.

In consideration of the payment of at least \$ _____ (less deductions required by law) by Navient to me, which I agree is acceptable, I (print name) _____ agree to the following:

I.

I hereby waive, release and forever discharge Navient, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my non-selection for employment as a [POSITION] at any time through the effective date of this Release.

II.

I understand that Navient denies that it treated me unlawfully or unfairly in any way and that Navient 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 found during an OFCCP compliance review. I further agree that the payment of the aforesaid sum by Navient to me is not to be construed as an admission of any liability by Navient.

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 free will to sign this Release.

IV.

I understand that if I do not sign this Release and return it to the contact listed in the enclosed Notice on or before [date], I will not be entitled to receive any payment (less deductions required by law) from Navient.

Print Name

Signature

Date

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