

CONCILIATION AGREEMENT

Between
THE U. S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS
And
THE UNIVERSITY OF ARIZONA
888 N. EUCLID AVENUE
TUCSON, ARIZONA

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated The University of Arizona (UA) located at 888 N. Euclid Avenue, Tucson, Arizona and found that UA was not in compliance with the Executive Order 11246, as amended (“E.O. 11246”), and their implementing regulations at 41 C.F.R. § Chapter 60. OFCCP notified UA of the specific violations found and the corrective actions required in an Amended Notice to Show Cause issued on April 23, 2019. In the interest of resolving the violations without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and UA enter this contract (“Conciliation Agreement” or “Agreement”) and agree to all the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for UA’s fulfillment of all obligations in Parts III and IV 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 III 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 III if UA violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. UA 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. UA will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. UA understands that nothing in this Agreement relieves UA of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, and other applicable equal employment laws.
4. UA promises not to harass, intimidate, threaten, discriminate, or otherwise retaliate against any individual because the individual: benefits from this Agreement, files a complaint or participates in any investigation or proceeding under E.O. 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 C.F.R. § 60-1.32(a).
5. The parties understand the terms of this Agreement and enter into it voluntarily.

6. This document and its attachments contain the complete and final understanding of the parties with respect to the matters referenced herein. This Agreement contains all terms by which the parties are bound and it supersedes all prior written or oral negotiations and agreements. There will be no modifications or amendments to this Agreement unless they are in writing, signed by all parties.
7. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
8. This Agreement becomes effective on the day it is signed by the District Director (the "Effective Date") unless the Regional Director or Director of OFCCP indicates otherwise within 45 calendar days of the date the District Director signs the Agreement.
9. This Agreement will expire sixty (60) days after UA submits the final progress report required in Part IV, below, unless OFCCP notifies UA in writing prior to the expiration date that UA has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines UA has met all of its obligations under the Agreement.
10. If UA violates this Conciliation Agreement,
 - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - 1) If OFCCP believes that UA violated any term of the Agreement while it was in effect, OFCCP will send UA a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) UA 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.
 - 3) If UA 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.
 - 4) OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
 - B. UA 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.

11. This Agreement does not constitute an admission by UA of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that UA violated any laws.

PART III. SPECIFIC VIOLATIONS AND REMEDIES

1. **VIOLATION:** UA received OFCCPs scheduling letter dated March 23, 2017 requesting that it submit within 30 calendar days a copy of its Affirmative Action Programs (AAPs) and supporting documents prepared in accordance with our regulations implementing:
 - Executive Order 11246, as amended (41 CFR Part 60-2) (Executive Order),
 - Section 503 of the Rehabilitation Act of 1973, as amended (41 CFR Part 60-741) (Section 503),
 - The Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended (41 CFR Part 60-300) (Section 4212)

On April 12, 2017, OFCCP honored UA's request for an extension to May 12, 2017 submission date. OFCCP did not receive the submission and UA was issued a Notice to Show Cause on May 15, 2017.

REMEDY: UA submitted the Faculty AAP and support documents on June 14, 2017 and it submitted the Staff AAP and support documents on June 20, 2017. UA agrees that it will submit within 30 calendar days of OFCCP's scheduling letter a copy of the requested AAPs and supporting documentation prepared in accordance with OFCCP's regulations.

2. **VIOLATION:** UA failed to appropriately comply with Identification of Problem Areas and Action-Oriented Program requirement, as prescribed by 41 CFR 60-2.17(b) and (c). Specifically, UA submitted applicant flow data to OFCCP, which included one to one applicants to hires data which required correction; and incorrect applicant race/ethnicity data for the 4 OTDT job group. These errors prevented UA and OFFCP from being able to conduct appropriate analyses. Though UA's representative asserts an in-depth analysis was performed for selections under attorney/client privilege, any analyses of selection activity that was conducted was flawed due to erroneous race/ethnicity codes and incorrect records showing equivalent applicants to hires for some vacancies. As a result, UA was unable to detect nor correct the errors during its required analyses.

REMEDY: UA agrees to perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist. At a minimum, consistent with 41 CFR 60-2.17(b), UA must evaluate:

- a. The workforce by organizational unit and job group to determine whether there are problems of minority or female utilization (i.e., employment in the unit or job group),

- or of minority or female distribution (i.e., placement in different jobs within the unit or group);
- b. Personnel activity (applicant flow, hires, terminations, promotions, and other personnel actions) to determine whether there are selection disparities;
 - c. Compensation systems(s) to determine whether there are gender-, race-, or ethnicity-based disparities that cannot be explained by legitimate, non-discriminatory factors;
 - d. Selection, recruitment, referral, and other personnel procedures to determine whether they result in disparities in the employment or advancement of minorities or females; and
 - e. Any other areas that might impact the success of the affirmative action program.

If there are problem areas identified as part of this process, UA must develop and execute action-oriented programs pursuant to 41 CFR 60-2.17(c).

PART IV: REPORTS REQUIRED

1. REPORT SUBMISSION

UA must submit the documents and reports described below to: Marvin Jordan, District Director of OFCCP, 230 N. 1st Avenue, Suite 503, Phoenix AZ 85003.

2. REPORTING DATES

The reporting periods and due dates for these progress reports are outlined below:

Report	Due Date	Period Covered
#1	January 31, 2020	June 1, 2019 through December 31, 2019
#2	January 31, 2021	January 1, 2020 through December 31, 2020

3. REPORT CONTENTS

The two reports shall contain the following:

Violation 1: No reporting required.

Violation 2:

- A. A spreadsheet identifying the total number of applicants broken down by each individual's: name or unique identifier; gender; race and/or ethnic group; date(s)

applied; position(s) applied for; disposition; disposition date; and reason(s) individual was not hired (as appropriate) for the 4 OTDT job group.

- B. For each job or job group, the results of UA's analysis as to whether its total selection process has adverse impact, as defined by 41 CFR 60-3.4C; when the total selection process has an adverse impact, the results of UA's evaluation of the individual components of the selection process for adverse impact.
- C. Evidence to support the actions taken by UA, where action was appropriate, after determining that any component of the selection process has an adverse impact on members of any race, gender, or ethnic group.

UA will retain all records and data pertinent to the violations resolved by this Agreement and/ or used to prepare required reports until this Agreement expires or as long as required by OFCCP's regulations, whichever date occurs later (or "whichever time period is longer").

PART V: SIGNATURES

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and the University of Arizona, 888 N. Euclid Avenue, Tucson, AZ.

DATE: 4/28/19

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

LISA RULNEY
Chief Financial Officer
The University of Arizona
888 N. Euclid Avenue, Room 114
Tucson, Arizona

DATE: 4/29/2019

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

Compliance Officer
Office of Federal Contract
Compliance Programs
Phoenix District Office

DATE: 4/29/2019

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

MARVIN R. JORDAN
Director
Office of Federal Contract
Compliance Programs
Phoenix District Office