

CONCILIATION AGREEMENT

Between

THE U. S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

and

UNIVERSITY OF LOUISIANA LAFAYETTE

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated University of Louisiana Lafayette ("ULL") facility located at 104 E. University Circle, Lafayette, Louisiana 70503 and found that ULL was not in compliance with the Executive Order 11246, as amended ("E.O. 11246"), Section 503 of the Rehabilitation Act of 1973, as amended, 29 USC 793 ("Section 503"), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 USC 4212 ("VEVRAA"), and their implementing regulations at 41 CFR Section(s) 60-1, 60-2, 60-3, 60-4, 60-300, and/or 60-741. OFCCP notified ULL of the specific violations found and the corrective actions required in a Notice of Violations issued on August 1, 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 ULL 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 ULL'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, Section 503, and VEVRAA 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 ULL violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.

2. ULL 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. ULL will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.

3. ULL understands that nothing in this Agreement relieves ULL of its obligation to fully comply with the requirements of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, 29 USC 793, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 USC 4212; their implementing regulations, and other applicable equal employment laws.

4. ULL 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 CFR 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 of the New Orleans District Office (the "Effective Date") unless the 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 ULL submits the final progress report required in Part IV (D), below, unless OFCCP notifies ULL in writing prior to the expiration date that ULL has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determine ULL has met all of its obligations under the Agreement.

10. If ULL violates this Conciliation Agreement,

A. The procedures set forth at 41 CFR 60-1.34 will govern:

- 1) If OFCCP believes that ULL violated any term of the Agreement while it was in effect, OFCCP will send ULL a written notice stating the alleged violations and summarizing any supporting evidence.
- 2) ULL 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 ULL 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. ULL may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 CFR 60-741.66 and/or 41 CFR 60-300.66 and/or other appropriate relief for violation of this Agreement.

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

PART III. SPECIFIC VIOLATIONS AND CORRECTIVE ACTIONS

1. **VIOLATION:** ULL failed to implement an accurate applicant tracking system for the period of January 1, 2017 through June 30, 2018 in accordance with the requirements of 41 CFR 60-1.12(a), (c). In addition, ULL failed to conduct the adverse impact analysis required by 41 CFR 60-3.4 and 60-3.15A.

REMEDY: ULL will ensure that its records are collected and maintained in accordance with the requirements of 41 CFR 60-1.12(a), (c) and Part 60-3. ULL will implement an applicant tracking system that accurately captures the race, gender and ethnicity of applicants and hires that will allow ULL to analyze the pool of applicants for nondiscrimination to monitor adverse impact in the selection process. ULL agrees to conduct adverse impact analyses in accordance with the requirements of 41 CFR 60-3.4C and 60-3.15A(2) for each group constituting more than 2% of the labor force in the relevant labor area or 2% of the applicable workforce and maintain records or other information for each group that accurately discloses the impact of its selection procedures. If adverse impact is identified in the total selection process, ULL agrees to evaluate each individual component of the selection process for adverse impact and maintain and have available records or other information showing which selection components have adverse impact. If adverse impact is found to exist in any of the individual components of the selection process, ULL agrees to validate each such component in accordance with the Uniform Guidelines on Employee Selection Procedures (see 41 CFR 60-3) or utilize selection procedures which do not result in adverse impact.

2. **VIOLATION:** During the period January 1, 2017 through December 31, 2017, ULL 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: ULL 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 ULL, as required by 41 CFR 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, ULL will also advise the employment service delivery system 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 contractor 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, ULL shall provide updated information simultaneously with its next job listing.

3. VIOLATION: During the period January 1, 2017 through December 31, 2017, ULL 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). Specifically, ULL did not provide written notification to these recruitment sources and to community organizations when it had opportunities available.

REMEDY: ULL 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)(2). ULL will annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-300.4(f)(3). ULL will document all activities it undertakes to comply with this section, in accordance with 41 CFR 60-300.44(f)(4).

4. VIOLATION: During the period January 1, 2017 through December 31, 2017, ULL failed to document and maintain the required data pertaining to applicants and hires, in violation of 41 CFR 60-300.44(k).

REMEDY: ULL will document the following computations or comparisons pertaining to applicants and hires, on an annual basis, and will maintain the data for three (3) years, as required by 41 CFR 60-300.44(k):

- The number of applicants who self-identified as protected veterans, or who are otherwise known to be protected veterans;
- The total number of job openings and total number of jobs filled;
- The total number of applicants for all jobs;
- The number of protected veteran applicants hired; and

- The total number of applicants hired.

5. VIOLATION: During the period January 1, 2017 through December 31, 2017, ULL failed to keep and preserve all personnel and employment records, in violation of 41 CFR 60-300.80.

REMEDY: ULL will keep and preserve all personnel and employment records, in accordance with 41 CFR 60-300.80, and will keep and preserve those records specified in 41 CFR 60-300.80(b) for a period of three years from the date of the making of the record.

6. VIOLATION: During the period January 1, 2017 through December 31, 2017, ULL 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). Specifically, ULL did not provide written notification to these recruitment sources and to community organizations when it had opportunities available.

REMEDY: ULL 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)(2) (2014). ULL will annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-741.44(f)(3). ULL will document all activities it undertakes to comply with this section, in accordance with 41 CFR 60-741.44(f)(4).

7. VIOLATION: During the period January 1, 2017 through December 31, 2017, ULL failed to document and maintain the required data pertaining to applicants and hires, in violation of 41 CFR 60-741.44(k).

REMEDY: ULL will document the following computations or comparisons pertaining to applicants and hires, on an annual basis, and will maintain the data for three (3) years, as required by 41 CFR 60-741.44(k):

- The number of applicants who self-identified as individuals with disabilities, or who are otherwise known to be individuals with disabilities;
- The total number of job openings and total number of jobs filled;
- The total number of applicants for all jobs;
- The number of applicants with disabilities hired; and
- The total number of applicants hired.

8. VIOLATION: During the period January 1, 2017 through December 31, 2017, ULL failed to keep and preserve all personnel and employment records, in violation of 41 CFR 60-741.80.

REMEDY: ULL will keep and preserve all personnel and employment records, in accordance with 41 CFR 60-741.80, and will keep and preserve those records specified in 41 CFR 60-741.80(b) for a period of three years from the date of the making of the record.

PART IV. REPORTING:

ULL will submit various reports to OFCCP, and shall send each report described below to:

Rachel M. Woods
District Director
U.S. Department of Labor/OFCCP
600 S. Maestri Place, Room 805
New Orleans, LA 70130

A. ULL will submit two (2) semi-annual progress reports to OFCCP, the first report shall be due seven (7) months from the effective date of this Agreement and shall cover six (6) month period beginning with the District Office Director's signature. The subsequent report shall cover the successive six (6) month period, and shall be mailed thirty (30) calendar days after the close of that six (6) month period. ULL will submit the following in each progress report:

- 1) The total number of applicants and hires by applicable race, gender and ethnic group for all positions during the reporting period, including all temporary, part time, and seasonal workers;
- 2) For all positions, the results of ULL's analysis as to whether its total selection process has adverse impact, as defined in 41 CFR 60-3.4D, on those members of groups set forth in 41 CFR 60-3.4B;
- 3) For each case where the total selection process has an adverse impact, as defined in 41 CFR 60-3.4D, the results of ULL's evaluation of the individual components of the selection process for adverse impact; and
- 4) The actions taken by ULL upon determining that any component of the selection process has an adverse impact on members of groups set forth in subparagraph 1 and/or 2, above.

With respect to the adverse impact analyses, for all progress reports except the first, ULL shall combine the data for the current report with the data from the previous report(s) to analyze at least a 12-month period. OFCCP may analyze a period longer than 12 months to determine if adverse impact exists.

B. Documentation demonstrating listing all employment openings with an appropriate employment delivery service system and documentation that ULL advised the employment service delivery system that it is a federal contractor that desires priority referrals of protected veterans for job openings at all locations within the state with the name and address of each of its hiring locations within the state and the contact information for the contractor official responsible for hiring at each location.

C. ULL must document each outreach/recruitment effort, assess, in writing, each effort's effectiveness of the totality of its outreach/recruitment effort, as required by 41 CFR 60-300.44(f) and 41 CFR 60-741.44(f).

D. ULL must document the number of applicants who self-identified as protected veterans, or who are otherwise known to be protected veterans; the total number of job openings and total number of jobs filled; the total number of applicants for all jobs; the number of protected veteran applicants hired; and the total number of applicants hired, as required by 41 CFR 60-300.44(k).

E. ULL must document the number of applicants who self-identified as individual with disabilities, or who are otherwise known to be individuals with disabilities; the total number of job openings and total number of jobs filled; the total number of applicants for all jobs; the number of applicants with disabilities hired; and the total number of applicants hired, as required by 41 CFR 60-741.44(k).

ULL will retain records pertinent to the violations resolved by this Conciliation Agreement and to the reports submitted under it, including the underlying information on which the reports are based, until the expiration date of the Conciliation Agreement or consistent with regulatory requirements, whichever is later.

ULL agrees not to repeat the above violations.

PART V: SIGNATURES:

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and University of Louisiana Lafayette, 104 E. University Circle, Lafayette, Louisiana 70503.

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

DR. E. JOSEPH SAYOIE, PRESIDENT
University of Louisiana Lafayette

Date: 8/20/19

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

(b) (7)(C), (b) (7)(E)
Compliance Officer
New Orleans District Office

Date: 9-5-19

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

RACHEL M. WOODS
District Director
New Orleans District Office

Date: 9-5-19