

Conciliation Agreement
Between the
U.S. Department of Labor, Office of Federal Contract Compliance Programs
and
University of Maryland, Baltimore

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the University of Maryland, Baltimore (UMB) establishment located at 220 Arch Street, Room 2148, Baltimore, Maryland, 21201-1531, beginning on June 7, 2018. OFCCP found that UMB failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order) and its respective implementing regulations at 41 C.F.R. Chapter 60.

OFCCP notified UMB of the specific violations and the corrective actions required in a Notice of Violation issued on September 24, 2020 (NOV).

In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and UMB enter into this Conciliation Agreement (Agreement) and its attachments, and the parties agree to all the terms therein.

The attachments to this Agreement are deemed incorporated into this Agreement.

II. General Terms and Conditions

1. In exchange for UMB'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 UMB 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 UMB'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. UMB 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 requests, including those specified in this Agreement.
3. Nothing in this Agreement relieves UMB 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. UMB and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246, Section 503, and/or VEVRAA.

5. UMB 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, OFCCP will work in good faith with all parties to make the corrections.
8. This Agreement becomes effective on the day it is signed by the District 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 UMB submits its final progress report required in Section IV, below, unless OFCCP notifies UMB in writing before the expiration date that UMB 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 UMB has met all of its obligations under the Agreement.
11. If UMB violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34 will govern:
 - i. OFCCP will send UMB a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. UMB 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 UMB 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 the contractor, 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. UMB may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27, 41 C.F.R. 60-741.66 (2014), or 41 C.F.R. 60-300.66 (2014), and/or other appropriate relief for violating this Agreement.
12. This Agreement does not constitute an admission by UMB of any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an 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 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 A, 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:** UMB failed to submit an acceptable job group analysis for University faculty as described in 41 CFR 60-2.12. Specifically, UMB failed to combine University faculty jobs with similar content, wage rates, and opportunities.

Remedy: UMB will develop and include in the AAP a job group analysis for University faculty that combines jobs at the establishment with similar content, opportunities, and wage rates, as required by 41 CFR 60-2.10(b)(1)(ii) and 60-2.12.

IV. OFCCP Monitoring Period

1. **Recordkeeping.** UMB 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. UMB will retain the

records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. Contractor Reports.

- a. **Schedule and Instructions.** UMB agrees to furnish OFCCP with the following report during the Monitoring Period according to the following schedule:
 - The first and only report shall be due on or before June 15, 2021.
- b. **Job Group Analysis.** UMB will submit its E.O. 11246 Job Group Analysis for University faculty with the Progress Report. This must include an updated job group analysis for University faculty that combines job titles at the establishment with similar content, opportunities, and wage rates, in accordance with 41 C.F.R. 60-2.10(b)(1)(ii) and 60-2.12.

UMB will submit the report to the OFCCP Baltimore District Office, 2 Hopkins Plaza, Suite 600, Baltimore, Maryland, 21201, Attention: Maurice E. Richard, Assistant District Director, (b) (6), (b) (7)(C) dol.gov. UMB 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 UMB provides in accordance with this agreement are customarily kept private or closely-held, and UMB believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, UMB will provide such reports to OFCCP marked as "Confidential." In the event of a FOIA request, OFCCP will treat any such documents received as confidential documents.

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 UMB's final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify UMB in writing within sixty (60) days of the date of the final progress report that UMB 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 UMB within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines UMB has met all of its obligations under the Agreement.

V. Signatures

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and the University of Maryland, Baltimore, Baltimore, Maryland, 21201-1531.

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

Dawn M. Rhodes
Chief Business and Finance Officer
And Vice President Administration and Finance
University of Maryland, Baltimore
Baltimore, Maryland 21201-1531

DATE: 9-29-2020

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

Tom G. Wells
District Director
OFCCP Baltimore District Office
Mid-Atlantic Region

DATE: September 30, 2020

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

Maurice E. Richard
Assistant District Director
OFCCP Baltimore District Office
Mid-Atlantic Region

DATE: September 30, 2020

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

(b) (6), (b) (7)(E)
Compliance Officer
OFCCP Baltimore District Office
Mid-Atlantic Region

DATE: 9/30/20

Attachment A: Timeline

University of Maryland, Baltimore submits Progress Report 1	By June 15, 2021
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