

CONCILIATION AGREEMENT

Between

THE U.S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

and

Thomas Jefferson University
1020 Walnut Street
Philadelphia, PA

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated Thomas Jefferson University’s (“TJU”) facility located at 1020 Walnut Street, Philadelphia, PA 19107 and found that Thomas Jefferson was not in compliance with Executive Order 11246, as amended (“E.O. 11246”), and its implementing regulations at 41 C.F.R. Parts 60-1 and 60-3. OFCCP notified TJU of the specific violations found and the corrective actions required in a Notice of Violation issued on December 12, 2018. 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 TJU enter into this contract (“Conciliation Agreement” or “Agreement”) and agree to all the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for TJU’s fulfillment of all obligations in Parts III and IV of this Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246 based on the alleged 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 TJU violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. TJU 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. TJU will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. TJU understands that nothing in this Agreement relieves TJU 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”); the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (“VEVRAA”); their implementing regulations; and other applicable equal employment laws.

4. TJU 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 Regional Director of the Mid-Atlantic Region (the "Effective Date").
9. This Agreement will expire sixty (60) days after TJU submits the final progress report required in Part IV, below, unless OFCCP notifies TJU in writing prior to the expiration date that TJU has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines TJU has met all of its obligations under the Agreement.
10. If TJU violates this Conciliation Agreement,
 - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - 1) If OFCCP believes that TJU violated any term of the Agreement while it was in effect, OFCCP will send TJU a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) TJU 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 TJU 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. TJU may be subject to the sanctions set forth in Section 209 of the Executive Order and other appropriate relief for violation of this Agreement.

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

PART III. SPECIFIC ALLEGED VIOLATIONS AND REMEDIES

1. **VIOLATION**: At least as of July 1, 2013, TJU discriminated against female applicants on the basis of their sex in hiring for Security Officer positions. Specifically, TJU's failure to apply its selection criteria uniformly for all applicants during the review period of July 1, 2013 through June 30, 2014 resulted in a statistically significant difference in the rates at which male and female applicants were hired into Security Officer positions during this period. This difference resulted in a shortfall in hiring of six (6) female applicants, with a statistical significance of (b)(7)(C) standard deviations. This is a violation of 41 C.F.R. §§ 60-1.4(a)(1), -20.3(b).

REMEDY: TJU agrees to cease and desist the selection procedures that result in discrimination against female applicants for Security Officer positions identified in this violation, as required by 41 C.F.R. § 60-1.4(a). TJU will examine, monitor and modify its selection procedures as necessary and ensure that selection criteria are applied uniformly and the hiring decisions for the Security Officer positions are made in a non-discriminatory manner. In addition, TJU agrees to take the following actions:

- A. **Notice**: Within 45 calendar days of the Effective Date of this Agreement, TJU must notify the female applicants shown on Attachment A of the terms of this Agreement by mailing by certified mail, return receipt requested, to each individual in the affected class the Notice to Affected Applicants, Claim Form, Release of Claims Under Executive Order 11246, and a postage paid return envelope. TJU will notify OFCCP of all letters returned as undeliverable on a weekly basis. In addition, within 15 days after expiration of the response deadline set out in the Claim Form, TJU will provide OFCCP with a list of the individuals in the affected class who have not yet responded to the Notice to Affected Applicants and/or have not returned a signed Claim Form. OFCCP will then attempt to obtain and provide updated addresses to TJU within 15 days of receiving the list from TJU. TJU agrees to mail by certified mail, return receipt requested, a second Notice to Affected Applicants, Claim Form, Release of Claims Under Executive Order 11246, and a postage paid return envelope to all individuals for whom updated addresses were obtained within 30 days of receiving the updated addresses.
- B. **Eligibility**: All members of the affected class (listed on Attachment A) who complete, sign, and return the Claim Form and Release of Claims Under Executive Order 11246 within 45 days of the postmarked date on the envelope containing the first or second Notice to Affected Applicants and Claim Form ("Eligible Class Members") will receive a share of the monetary settlement and, if indicating an interest in employment, will be eligible to be considered for a job pursuant to this Agreement. If an individual receives, but does not return the Claim Form to TJU within 45 days of the postmarked date on the envelope containing the first or second Notice to Affected Applicants and Claim Form,

she will no longer be entitled to a payment or consideration for a job under this Agreement.

Within 20 days of the latest response deadline set out in the Claim Form, TJU will provide OFCCP with a list of the Eligible Class Members (individuals who returned the Claim Form by the deadline). Within 15 days after receiving the list, OFCCP will approve the final list of Eligible Class Members or discuss with TJU any issues necessary to finalize the list, such as inclusion or exclusion of certain individuals.

All Eligible Class Members are entitled to their share of the monetary settlement regardless of whether they are interested in employment with TJU.

- C. **Monetary Settlement:** TJU agrees to distribute \$299,000 (\$284,358.09 in back pay and \$14,641.91 in interest), less legal deductions required by law from back pay only (such as federal, state and/or local taxes and the Eligible Class Members' share of FICA taxes), in equal shares among all Eligible Class Members on the final approved list. TJU will pay the Internal Revenue Service ("IRS") the employer's share of social security withholdings and will mail each Eligible Class Member an IRS W-2 Form reporting the portion of the payment representing back pay and an IRS Form 1099 for the portion of the payment representing interest. These IRS forms will be mailed at the end of the year. TJU will disburse the monetary settlement within 15 calendar days after OFCCP approves the final list of Eligible Class Members.

Within five calendar days of TJU's receipt of a check to an Eligible Class Member returned as undeliverable, TJU will notify OFCCP of this fact via email sent to (b) (6), (b) (7)(C) at (b) (6), (b) (7)(C) @dol.gov. OFCCP will attempt to locate the Eligible Class Member, and if OFCCP obtains an alternate address, TJU will re-mail the check within 5 calendar days of receiving an alternate or corrected address. Any check that remains uncashed 120 days after the initial date the check was mailed to the Eligible Class Member will be void. With respect to any uncashed funds, TJU will make a second distribution to all Eligible Class Members who cashed their first check by mailing checks in equal amounts within 15 calendar days.

- D. **Employment:** As positions become available, TJU will consider qualified Eligible Class Members not currently employed by TJU who express interest in employment with TJU until six Eligible Class Members are hired as Security Officers or the list of such Eligible Class Members expressing interest in employment is exhausted, whichever occurs first. Any employment offer made to an Eligible Class Member by TJU will be sent by certified mail, return receipt requested.

Eligible Class Members will be allowed at least two weeks to report for work after receiving a written job offer from TJU. The Eligible Class Members hired into Security Officer positions pursuant to this Agreement must be paid the current wage rate for the Security Officer position and must be provided with the same benefits and opportunity to earn overtime and shift differentials as other Security Officer employees. In addition, all Eligible Class Members hired must have retroactive seniority using the original

application as their hire date for all purposes, including job retention, job bidding, and benefits. To remain in the employment of TJU, all class members must obtain their ACT-235 certification within 90 days of hire.

E. Revised Hiring Process.

- 1) Eliminate Discriminatory Selection Procedures: TJU agrees to immediately cease using any selection procedures that resulted in adverse impact, as defined in 41 C.F.R. § 60-3.4D, against females until they are validated in accordance with 41 C.F.R. Part 60-3. TJU agrees to comply with all OFCCP regulations concerning selection procedures, including 41 C.F.R. Part 60-3. TJU will not use any selection procedure that has an adverse impact on applicants of a particular sex unless it properly validates the procedure according to these regulations.
- 2) Review and Revision Required: TJU will revise, in writing, the practices, policies, and procedures it uses to select applicants for Security Officer positions (“Revised Hiring Process”). Specifically, TJU will:
 - a) revise, as needed, the job description and selection process for Security Officers which describe the essential functions; the minimum qualifications including required skills and certifications; and the criteria used in each step of the hiring process, including any application screens, interviews, tests, credit checks, review of criminal history, reference checks, testing, or other selection procedure;
 - b) revise, as needed, specific, job-related qualification standards for Security Officers that reflect the duties, functions, and competencies of the position to minimize the potential for sex stereotyping or other unlawful discrimination;
 - c) ensure all policies and qualification standards are uniformly applied to all applicants; and
 - d) list clearly on its recruiting materials and job postings the minimum qualifications, including required skills and certifications.
- 3) Recordkeeping and Retention: TJU will write and implement procedures to ensure that applicants are tracked and decisions are documented at each step in the hiring process. TJU will write and implement procedures to ensure that documents are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3.
- 4) Training: Within 90 calendar days of the Effective Date of this Agreement, TJU will train all individuals involved in any way in recruiting, selecting and tracking applicants for Security Officer positions on the Revised Hiring Process. The training will include instruction in: the proper implementation of the recruitment, tracking, and selection procedures; neutral application of the specified qualifications and criteria that will be used at each step in the hiring process; the procedures to be used to document the decision made at each step in the hiring process; and the procedures to be used to ensure that documents are retained in accordance with 41 C.F.R. § 60-

1.12(a) and Part 60-3. TJU will meet with management and all individuals responsible for the selection process and review its equal employment obligations and nondiscrimination policies related to hiring. Specific attention will be directed to ensure that female applicants who benefit from the provisions of this agreement, are not retaliated against.

2. **VIOLATION:** During the period July 1, 2013 through June 30, 2014, TJU failed to preserve all personnel or employment records, in violation of 41 C.F.R. § 60-1.12(a). Specifically, TJU failed to preserve documentation made during pre-employment interviews.

REMEDY: TJU will preserve all personnel and employment records for a period of not less than two years from the date of the making of the record or the personnel action involved, whichever occurs later, in accordance with the requirements of 41 C.F.R. § 60-1.12(a).

3. **VIOLATION:** TJU failed to maintain and have available for inspection records or other information for its Security Officer position that would disclose the impact which its tests or other selection procedures had upon employment opportunities of persons by identifiable race, sex, and ethnicity, in order to determine compliance with 41 C.F.R. Part 60-3, the Uniform Guidelines on Employee Selection Procedures (UGESP), as required by 41 C.F.R. 60-3.4.

REMEDY: Effective immediately, TJU will have available for inspection records or other information that will disclose the impact that its selection procedures for the Security Officer positions have upon employment opportunities of persons by identifiable race, sex, and ethnicity, in order to determine compliance with UGESP.

4. **VIOLATION:** During the period July 1, 2013 through June 30, 2014, TJU 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 C.F.R. § 60-300.5(a)2-6.

REMEDY: TJU 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 TJU, as required by 41 CFR 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, TJU must 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 ESDS 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, TJU shall provide updated information simultaneously with its next job listing.

PART IV. REPORTS REQUIRED

TJU must submit the documents and reports described below to:

U.S. Department of Labor
Office of Federal Contract Compliance Programs
Attention: (b) (6), (b) (7)(C) Regional Liaison
Curtis Center, Suite 650 South
170 South Independence Mall West
Philadelphia, PA 19106
(b) (6), (b) (7)(C)@dol.gov

TJU must submit three progress reports covering each six month period this Agreement is in effect. The first progress report will be due seven months after the Effective Date of this Agreement and must cover the six-month period beginning with the Effective Date. Each subsequent report must cover the successive six-month period, and must be submitted within 30 calendar days after the close of that six-month period. TJU will submit the following in each progress report.

1. Documentation of the monetary payment to all Eligible Class Members as specified in the Remedy to Violation 1 above. The documentation must include the names of Eligible Class Members who were paid, and, for each Eligible Class Member, the number and the amount of the check and the date the check cleared the bank. TJU must provide OFCCP with copies of all canceled checks upon request;
2. Documentation of specific hiring activity for Eligible Class Members who were hired as Security Officers in accordance with this Agreement, including name, date of hire, job title hired into, rate of pay and proof of retroactive seniority and benefits;
3. For Eligible Class Members who were considered for employment but were not hired, TJU will provide the reason for non-placement along with all relevant documentation (e.g., documentation that the Eligible Class Member declined a job offer);
4. Documentation that TJU has written and implemented procedures to ensure that personnel records are retained in accordance with 41 C.F.R. §§ 60-1.12(a) and 60-3.
5. The results of the impact ratio analysis for the Security Officer job title by sex, and specifically, a copy of TJU's adverse impact conducted on its hiring process during the reporting period. If the total selection process has adverse impact, TJU will provide evaluation of the individual components of the selection process for adverse impact and any actions taken in response to any identified adverse impact.
6. A list of all employment openings that occurred; a) documentation to confirm these openings were listed with the appropriate ESDS (either the state workforce agency job bank or a local ESDS) where the openings occurred, in a manner and format that allows the ESDS to provide priority referrals of protected veterans to TJU; b) in the first report, documentation that TJU advised the appropriate ESDS, with its initial listing, that it is a federal contractor that desires priority referrals of protected veterans for job openings at all locations within the state; and c) in the first report, documentation to confirm that, in its initial listing, TJU provided the ESDS with the name and address of each of its hiring locations within the state, and the contact

information for the TJU official responsible for hiring at each location. Documentation of the above should include copies of the written notification(s) to the ESDS. Should any of the information in the disclosures change since it was last reported to the ESDS, TJU shall provide updated information simultaneously with its next job listing;

7. Copies of all responses received from each employment service delivery system used during the report period;

TJU will retain all records and data pertinent to the violations resolved by this Agreement and used to prepare required reports until this Agreement expires or as long as required by OFCCP's regulations, whichever date occurs later.

PART V: SIGNATURES

This Conciliation Agreement is hereby executed by and between the OFCCP and Thomas Jefferson University, 1020 Walnut Street, Philadelphia, PA 19107.

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

~~DR STEPHEN KLASKO~~
President
Thomas Jefferson University

Date: 6-28-19

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

MICHELE HODGE
Regional Director
OFCCP Mid-Atlantic Region

Date: 7-2-19

Attachment A

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Attachment A

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Attachment A

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Attachment A

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Attachment A

353 (b) (6), (b) (7)(C)
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You may be eligible to get money and a job because of a legal settlement between Thomas Jefferson University and the U.S. Department of Labor

We are writing to provide information about a legal settlement between the U.S. Department of Labor and Thomas Jefferson University that may benefit you. This settlement involves claims of discrimination in hiring, and our records show that you may be one of the applicants covered by the settlement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages and/or a job with Thomas Jefferson University.

ARE YOU AFFECTED?

Women who applied and were not hired for Security Officer positions at Thomas Jefferson University between July 1, 2013, and June 30, 2014, are covered by this settlement.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted a review of Thomas Jefferson University's hiring practices during July 1, 2013, through June 30, 2014. OFCCP is the government agency responsible for enforcing the nondiscrimination and equal employment opportunity through affirmative action requirements that apply to federal contractors. OFCCP issued a Notice of Violation alleging that Thomas Jefferson University discriminated against women in hiring for Security Officer positions during July 1, 2013, through June 30, 2014. Thomas Jefferson University denies those claims. Ultimately, OFCCP and Thomas Jefferson University have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle a Notice of Violation issued by OFCCP.

As a result, Thomas Jefferson University agreed to pay affected female applicants back wages and make job offers.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for a Security Officer position during the relevant time frame, and were not hired, this settlement may provide you with some specific benefits:

- (1) **You may be eligible to receive a payment of at least \$830.55** (before taxes). This amount represents your share of back wages and other payments Thomas Jefferson

University is making to settle the lawsuit. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.

(2) **You may be eligible for a job offer.** Thomas Jefferson University will be making job offers for Security Officer positions to some of the individuals receiving this notification. It is not guaranteed that you will receive a job offer. If you are interested in a job with Thomas Jefferson University, please express your interest on the enclosed Claim Form.

To get these benefits, you will need to release or agree to give up certain legal claims, and sign the enclosed Claim and Release forms.

WHAT IS YOUR NEXT STEP?

You should read this Notice, the Claim and Release forms, and any other information you received from the U.S. Department of Labor or the Settlement Administrator Tara Reed.

Please do not ignore these forms or throw them away. Otherwise, you could miss an opportunity to receive money and a job with Thomas Jefferson University.

To be eligible for a payment and job, you must complete, sign, and return **both** the following enclosed forms, (1) the Claim Form and (2) the "Release of Claims Under Executive Order 11246" form **[by insert deadline date]**. Send your completed and signed forms to:

Tara Reed
Jefferson East Falls Campus
Archer Hall: Room 201
4201 Henry Avenue
Philadelphia, PA 19144
(b) (6), (b) (7)(C)@jefferson.edu

The forms must be postmarked or delivered by [insert actual deadline date].

You may receive some or all of these benefits only if these forms confirm that you are one of the individuals covered by the settlement. After correct completion and submission of these forms, a final decision will be made about your eligibility.

If you fail to return both of the required forms by the deadline [or if your forms do not verify your eligibility] you will not be eligible to receive any money, consideration for job opportunities or any other benefits that are available to you by the settlement.

If you are interested in a Security Officer position and do not currently hold a Lethal Weapons Agent Certification (PA ACT 235), you should begin the application process to obtain the certification as soon as possible. Instructions on how to apply are available at https://www.psp.pa.gov/lethalweapons/Pages/initial_application_for_certification.aspx

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact (b) (6), (b) (7)(C) at (b) (6), (b) (7)(C) or (b) (6), (b) (7)(C)@dol.gov. You can also visit the U.S. Department of Labor Web site about this case at www.dol.gov/ofccp/cml.

Claim Form – Affected Applicants

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS CLAIM FORM.

INSTRUCTIONS FOR FILING A CLAIM TO BE CONSIDERED FOR MONEY (BACK WAGES) AND/OR A JOB OFFER FROM THE SETTLEMENT

DEADLINE TO RESPOND IS XX DAY, XX MONTH, XXXX YEAR

You may be eligible for a money payment from the settlement and you can express interest in a job offer. You can receive a money payment even if you do not express interest in a job.

To receive benefits (such as money or a job offer), you must complete and return this Claim Form and the enclosed Release Form. Both must be postmarked or delivered on or before **[Deadline above]**, to:

Tara Reed
Jefferson East Falls Campus
Archer Hall: Room 201
4201 Henry Avenue
Philadelphia, PA 19144
(b) (6), (b) (7)(C)@jefferson.edu

If you do not submit a completed Claim Form and Release Form on or before **[Insert Deadline above]**, then your claim will not be on time and **you will not receive any money from this settlement and you cannot be considered for a job offer from this settlement.**

Enclosed is a stamped, pre-addressed envelope you can use or you may submit the forms by email.

This Claim Form will only be used for the following purposes:

- (1) To confirm important information we need in order to make sure you are eligible to receive money under this settlement and process your payment, and
- (2) To allow you to express interest in the jobs being offered as a result of the settlement.

NOTE: This notice is only for the person it was sent to and cannot be transferred or used by another person who is not part of the settlement.

Step 1: Please confirm [or provide] the following contact information to process your payment (please PRINT legibly).

First Name: _____ Last Name _____

Any other names you have used: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

- I confirm that the address on the cover letter is correct.
- The address on the cover letter is not correct. My correct address is:

Address: _____

Please provide the last four digits of your social security number ____ ____ ____ ____
The last four digits of your Social Security Number are required in order to process your payment for tax purposes. Your Social Security Number will not be used for any other purpose.

Notify us at the address below if your address changes, or contact us if you have any questions about this claim form, the notice, or the settlement.

Tara Reed
Jefferson East Falls Campus
Archer Hall: Room 201
4201 Henry Avenue
Philadelphia, PA 19144
(b) (6), (b) (7)(C)@jefferson.edu

Step 2: Inform us if you are interested in a position:

- Yes, I am still interested in Security Officer positions with Thomas Jefferson University.
- No, I am not currently interested in Security Officer positions with Thomas Jefferson University.
- I am currently employed by Thomas Jefferson University.

Step 3: Sign and return along with the Release Form

I certify the above as true and correct.

Signature

Date

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS RELEASE. YOU MUST RETURN A SIGNED RELEASE TO RECEIVE [MONEY AND/OR A POTENTIAL JOB OFFER] FROM THE SETTLEMENT

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Thomas Jefferson University ("Contractor") providing you with money and/or a potential job offer, you agree that you will not file any lawsuit against Contractor for allegedly violating Executive Order 11246 in connection with not hiring females for Security Officer positions. It also says that Contractor does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money and/or a potential job offer.

In consideration of the payment of at least \$ 830.55 (less deductions required by law) and/or a potential job offer for a Security Officer position by Contractor to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge Contractor, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, owners, 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 not hiring females for Security Officer positions during the period of July 1, 2013, through June 30, 2014.

II.

I understand that Contractor denies that it treated me unlawfully or unfairly in any way and that Contractor 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 and/or a potential job offer* described above to resolve without further legal proceedings all issues related to OFCCP's compliance reviews of Contractor initiated on November 26, 2014. I further agree that the *payment of the aforesaid sum and/or a potential job offer* by Contractor to me is not to be construed as an admission of any liability by Contractor.

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.

I understand that if I do not sign this Release and return it to Tara Reed such that it is received by [Deadline DATE], I will not be entitled to receive any payment (less deductions required by law) and/or a potential job offer for a Security Officer position.

IN WITNESS WHEREOF, I have signed this document of my own free will.

Signature: _____

Date: _____

Printed Name: _____