

CONCILIATION AGREEMENT

Between

THE U. S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

and

TRINITY UNIVERSITY
210 ONE TRINITY PLACE
NORTHROP HALL
SAN ANTONIO, TX 78212

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs (OFCCP) evaluated Trinity University's (Trinity) facility located at 210 One Trinity Place, Northrop Hall, San Antonio, TX 78212 and found that Trinity was not in compliance with the Executive Order 11246, as amended (EO 11246) and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) and their implementing regulations at 41 CFR Sections 60-1, 60-2, 60-3, and 60-300. OFCCP notified Trinity of the specific violations found and the corrective actions required in a Notice of Violation issued on August 12, 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 Trinity 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 Trinity's fulfillment of all obligations in Parts III and IV of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under EO 11246 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 Trinity violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Trinity 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. Trinity will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. Trinity understands that nothing in this Agreement relieves Trinity of its obligation to fully comply with the requirements of EO 11246, Section 503 of the Rehabilitation Act of 1973

(Section 503), VEVRAA, their implementing regulations, and other applicable equal employment laws.

4. Trinity 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 EO 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 San Antonio District Office in the Southwest and Rocky Mountain Region (the "Effective Date").
9. This Agreement will expire sixty (60) days after Trinity submits the final progress report required in Part IV (D), below, unless OFCCP notifies Trinity in writing prior to the expiration date that Trinity has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines Trinity has met all of its obligations under the Agreement.
10. If Trinity violates this Conciliation Agreement,
 - A. The procedures set forth at 41 CFR § 60-1.34 will govern:
 - 1) If OFCCP believes that Trinity violated any term of the Agreement while it was in effect, OFCCP will send Trinity a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) Trinity 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 Trinity 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. Trinity may be subject to the sanctions set forth in Section 209 of the Executive Order, 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 Trinity of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that Trinity violated any laws.

PART III. SPECIFIC VIOLATIONS AND REMEDIES

1. **VIOLATION:** OFCCP found that during the period of September 14, 2016 to the present, Trinity failed to preserve and maintain applicant and employee data in accordance with the requirements of 41 CFR § 60-1.12, 41 CFR § 60-3.4, and 41 CFR § 60-3.15.

Specifically, Trinity failed to preserve and make available for inspection complete and accurate records; including applicant,¹ hire, promotion and termination data. OFCCP determined Trinity did not track accurate applicant and hire data as part of its applicant tracking system. Further, Trinity did not maintain data for employees who applied for promotions and those selected, and did not maintain data for employees who were terminated.

Trinity also failed to require its third party vendor to preserve records including job postings, recruitment activities, applicant and selection data, and information regarding the selection process. Trinity used a third party vendor to fill high level jobs including President, Dean, Department Head and faculty positions. However, the third party vendor did not maintain records of the job postings, recruitment area, recruitment efforts utilized, the selection process, and/or the individual selected.

REMEDY: Trinity, and/or its third party vendor, will collect and maintain records in accordance with the requirements of 41 CFR § 60-1.12, 41 CFR § 60-3.4, and 41 CFR § 60-3.15.

- A. **Written Notification to Third Party Vendors:** Within 30 days of the Effective Date of this Agreement, Trinity will provide written notification of federal contractor obligations to each third party vendor furnishing applicants to Trinity. In addition, Trinity will notify the third party vendor that they may be deemed federal contractors subject to the requirements of Executive Order 11246, Section 503 and VEVRAA, including the requirement to report to OFCCP information on the individuals referred to Trinity for employment to include name, race/ethnicity and gender as stated in the agreements between Trinity and the third party vendor.

¹ Hereinafter, "applicant" refers to all individuals who expressed an interest in employment in any format.

Trinity will maintain records of all applicants provided by the third party vendor and designate those who were placed at Trinity. These records will be made available to OFCCP as part of the obligations set forth in this Conciliation Agreement.

B. Revised Hiring Process: Trinity will revise, in writing, the practices, policies and procedures it uses to select applicants (hereinafter "Revised Hiring Process"). Specifically, Trinity will:

1. Create a job description(s) and selection process for positions that describe the essential job functions, minimum qualifications, preferred qualifications; and the criteria used in each step of the hiring process, including any application screens, interviews, tests, background checks, or other selection procedures;
2. Develop specific, job-related qualification standards for positions that reflect the duties, functions, and competencies of the position to minimize the potential for gender or race stereotyping or other unlawful discrimination;
3. Ensure all policies and qualification standards are uniformly applied to all applicants; and
4. List clearly on its recruiting materials and job postings the minimum qualifications.

C. Recordkeeping and Retention: Trinity will write and implement procedures to ensure that applicants are tracked and decisions are documented at each step in the hiring process. Trinity will write and implement procedures to ensure that documents are retained in accordance with 41 CFR § 60-1.12(a) and § 60-3.

D. Training: Within six (6) months of the Effective Date of this Agreement, Trinity will train all individuals involved in any way in recruiting, selecting, or tracking applicants for all positions on the Revised Hiring Process. The training will include instruction regarding: 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, procedures to be used to document the decisions made at each step in the hiring process, and the procedures to be used to ensure that documents are retained in accordance with 41 CFR § 60-1.12(a) and § 60-3. Trinity will meet with management and all individuals responsible for the selection process and review its equal employment obligations and nondiscrimination policies related to hiring.

2. VIOLATION: OFCCP found that during the Affirmative Action Program (AAP) period of October 1, 2017 through September 30, 2018, Trinity failed to develop and submit an acceptable organizational profile in accordance with the requirements of 41 CFR § 60-2.11. Specifically, Trinity submitted a listing of job titles that included the corresponding department, gender, race, veteran and disabled annotations, and counts by race/ethnicity and gender groups. The submission did not comply with the organizational display nor workforce analysis requirements.

REMEDY: Trinity will develop and maintain an organizational profile that depicts the staffing pattern within the establishment. The profile will provide an overview of the

workforce at the establishment that may assist in identifying organizational units where women or minorities are underrepresented or concentrated. Trinity will use either the organizational display or the workforce analysis as its organizational profile.

3. VIOLATION: OFCCP found that during the AAP period of October 1, 2017 through September 30, 2018, Trinity failed to construct an appropriate job group analysis in accordance with 41 CFR § 60-2.12. Specifically, Trinity did not include a list of job titles that comprise each job group in its job group analysis. As a result, the subsequent AAP analyses, as required by 41 CFR § 60-2.13 through 41 CFR § 60-2.16, are unacceptable.

REMEDY: Trinity will construct appropriate job groupings and job group analysis in accordance with 41 CFR § 60-2.12. In the job group analysis, jobs at the establishment with similar content, wage rates, and opportunities, will be combined to form job groups. Similarity of content refers to the duties and responsibilities of the job titles which make up the job group. Similarity of opportunities refers to training, transfers, promotions, pay, mobility, and other career enhancement opportunities offered by the jobs within the job group. The job group analysis will include a list of the job titles that comprise each job group. Additionally, pursuant to 41 CFR § 60-2.1(d) and (e), if the job group analysis contains jobs that are located at another establishment, the job group analysis will be annotated to identify the actual location of those jobs. If the establishment at which the jobs are actually located maintains an AAP, the job group analysis of that program will be annotated to identify the program in which the jobs are included.

4. VIOLATION: OFCCP found that during the period of September 14, 2016 to the present, Trinity failed to conduct adverse impact analyses of the overall selection process and to conduct an adverse impact analysis for each group constituting more than 2% of the labor force in the relevant labor area or 2% of the applicable workforce, in accordance with 41 CFR § 60-3.4 and 41 CFR § 60-3.15A (2).

REMEDY: Trinity will conduct adverse impact analyses on at least an annual basis for purposes of determining whether adverse impact exists against applicants based on race, sex, or ethnic groups in hiring, promotion, termination, and/or other personnel activities. These analyses will be conducted by job for each group constituting more than 2% of the labor force in the relevant labor area. If adverse impact is identified in the total selection process, Trinity will evaluate each individual component of the selection process for adverse impact. If adverse impact is found to exist in any of the individual components of the selection process, Trinity will validate the component(s) in accordance with the Uniform Guidelines on Employee Selection Procedures or utilize selection procedures which do not result in adverse impact.

5. VIOLATION: OFCCP found that during the period of September 14, 2016 through at least March 18, 2019, Trinity failed to immediately list all employment openings with either the state workforce agency job bank or a local employment service delivery system (ESDS) serving the location where the openings occurred in violation of 41 CFR § 60-300.5 (a) 2-6.

REMEDY: Trinity will list all employment openings as they occur with an appropriate state workforce agency job bank or local ESDS where the openings occur, in a manner and format that will allow the state workforce agency job bank or ESDS to provide priority referrals of protected groups to Trinity, as required by 41 CFR § 60-300.5(a) 2-6. With its initial listing, and as subsequently needed to update the information, Trinity will also advise the ESDS that it is a federal contractor that desires priority referrals of protected groups 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, Trinity shall provide updated information simultaneously with its next job listing.

Part IV. REPORTS REQUIRED

1. Trinity² will submit the documents and reports described below to:

Dinorah S. Boykin
District Director
U.S. Department of Labor/OFCCP
615 East Houston Street, Suite 340
San Antonio, Texas 78205

Trinity will submit three semi-annual progress reports. The first progress report shall cover the period of September 1, 2019 through February 29, 2020 (the six-month period beginning with the Effective Date) and will be submitted within 60 calendar days after the close of that six-month period, April 30, 2020. The second progress report shall cover the successive six-month period of March 1, 2020 through August 31, 2020, and will be submitted within 60 calendar days after the close of that six-month period, October 31, 2020. The third progress report shall cover the successive six-month period of September 1, 2020 through February 28, 2021, and will be submitted within 60 calendar days after the close of that six-month period, April 30, 2021.

A. Pursuant to Violation 1 in Part III of the Agreement, Trinity will submit the following with its first progress report:

1. Supporting documentation of Trinity's Written Notification to Third Party Vendors;
2. Supporting documentation of Trinity's Revised Hiring Process;
3. An explanation with supporting documentation of the method/system used to collect, identify and maintain applicable race, gender and ethnicity of all applicants, hires and rehires; and

² Trinity including any employment activity administered by any of its third party vendors.

4. Supporting documentation showing Trinity has trained all individuals involved in any way in recruiting, selecting, or tracking applicants for all positions on the Revised Hiring Process.
- B.** Pursuant to Violations 2 and 3 in Part III of the Agreement, Trinity will submit with its first progress report a copy of Trinity's revised organizational profile and job group analysis in accordance with 41 CFR § 60-2.11, and CFR § 60-2.12, respectively.
- C.** Pursuant to Violations 1, 4 and 5 in Part III of the Agreement, Trinity will submit the following in each progress report:
1. For each job group, job title and/or requisition during the reporting period, the total number of all applicants, all individuals that express interest in employment in any format, hires and rehires and the breakdown by race, gender and ethnic group, including all full-time, temporary, part time, seasonal and contract employees;
 2. Data on Trinity's promotion and termination employment activity by job group (as defined in Trinity's AAP) or by job title;
 3. The results of an analysis as to whether the 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;
 4. For each case where the total selection process has an adverse impact, as defined in 41 CFR § 60-3.4D, the results of the evaluation of the individual components of the selection process for adverse impact;
 5. The actions taken upon determining that any component of the selection process has an adverse impact on members of groups set forth in the paragraph above; and.
 6. Documentation showing Trinity is listing all employment openings with either the state workforce agency job bank or a local ESDS serving the location where the openings occurred pursuant to 41 CFR § 60-300.5 (a) 2-6 (i.e. sample job postings, email submissions to the state workforce agency job bank or a local ESDS, etc.).
2. Trinity and its' third party vendor 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 OFCCP and Trinity.

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

Dr. Danny J. Anderson
President
Trinity University

Date: 20 August 2019

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

(b) (7)(C), (b) (7)(E)

Compliance Officer
OFCCP

Date: 08/21/2019

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

Dinorah S. Boykin
District Director
OFCCP

Date: 08/21/2019