

Conciliation Agreement

Between The U.S. Department of Labor
Office of Federal Contract Compliance Programs

and

University of California, Riverside
900 University Avenue
4108 Hinderaker Hall
Riverside, CA 92521

PART I: PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated the University of California, Riverside (hereinafter "UCR"), located at 900 University Avenue, Riverside, California 92521 and found that UCR was not in compliance with Executive Order 11246, as amended, and its implementing regulations at 41 CFR Sections 60-1 and 60-2. OFCCP notified UCR of the specific violations found and the corrective actions required in a Notice of Violations dated July 8, 2014. UCR filed a formal response to the Notice of Violations on August 8, 2014 and a redacted version (to protect private information of the Affected Party and third parties) on August 27, 2014. 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 UCR enter into this Conciliation Agreement and agree to all the terms stated below.

PART II: GENERAL TERMS AND CONDITIONS

1. In exchange for UCR's fulfillment of all obligations in Parts III and IV of the Conciliation 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 this Conciliation Agreement itself, or to correct and obtain relief for the violations described in Part III if UCR violates this Conciliation Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. UCR 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. UCR will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. UCR understands that nothing in this Agreement relieves UCR 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. UCR promises not to harass, intimidate, threaten, discriminate, or otherwise retaliate 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, or VEVRAA, or engages in any activity listed at 41 C.F.R. Section 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 and 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 Pacific Region unless the Director of OFCCP indicates otherwise within 45 calendar days of the date the Regional Director signs the Agreement.
9. This Agreement will expire sixty (60) days after UCR submits the final progress report required in Part IV below, unless OFCCP notifies UCR in writing prior to the expiration date that UCR has not fulfilled all of its obligations under this Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines that UCR has met all of its obligations under this Agreement.
10. If UCR violates this Conciliation Agreement,
 - A. The procedures set forth at 41 C.F.R. Section 60-1.34 will govern:
 - 1) If OFCCP believes that UCR violated any term of this Agreement while it was in effect, OFCCP will send UCR a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) UCR will have fifteen (15) days from receipt of such notice to demonstrate in writing that it has not violated the Agreement, unless such a delay would result in irreparable injury to the employment rights of the affected employees, former employees, or applicants.
 - 3) If UCR 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. UCR may be subject to the sanctions set forth in Section 209 of Executive Order 11246, and/or other appropriate relief for violation of this Agreement.

11. This Agreement does not constitute an admission by UCR of any violation of Executive Order 11246, or other laws, nor has there been an adjudicated finding that UCR violated any laws.

PART III: SPECIFIC VIOLATIONS AND REMEDIES

1. Violation: OFCCP found that a protected class member (hereafter, 'Affected Party') experienced adverse employment actions (b) (7)(C) because of race and sex. The adverse employment actions occurred within the timeframes of the OFCCP audit period, during which time the Affected Party was denied (b) (7), resulting in automatic termination from employment. These adverse actions constitute a violation of Section 202, Paragraph 1 of Executive Order 11246, as amended, 41 CFR 60-1.4(a)(1) and 41 CFR 60-20.3(b).

Specifically, OFCCP's analysis indicated that the Affected Party was treated differently when denied promotion to a (b) (7)(C) position, which subsequently resulted in a termination of employment. UCR provided a formal response to OFCCP's finding. However, the response did not alter OFCCP's conclusion that the totality of the evidence established differential treatment based on race and sex.

Remedy: In order to facilitate resolution of the above referenced violation, UCR agrees to provide make-whole relief consisting of a one-time 'lump sum' payment to the Affected Party. The make-whole relief shall be comprised of back pay, benefits, and interest in the total amount of \$109,998.78 (back pay is \$72,564.30, benefits are \$33,711.00, and interest is \$3,723.48), front pay and benefits in the amount of \$79,299.27 (front pay is \$44,925.27 and benefits are \$34,374.00), for a total make-whole relief ('Financial Settlement') amount of \$189,298.05 (less appropriate withholding).

a) Notification of Affected Party: Within fifteen (15) calendar days after the effective date of this Agreement, UCR agrees to send a 'Notification Letter (Attachment A)' via certified United States Postal Service (USPS) mail, Return Receipt Requested (hereinafter USPS Form 3811), to the Affected Party to notify (b) (7) of this Conciliation Agreement. Enclosed with the Notification Letter will be an 'Address, Social Security, and Payment Method Verification Form (hereafter "Verification Form" or "Attachment B")' requesting verification of the Affected Party's current address, telephone number, social security number, and the method by which settlement funds shall be received. Also enclosed with the Notification Letter will be a 'Release of Claims Form (Attachment C)'. The Affected Party shall use the Verification Form (Attachment B) to indicate the preferred method of delivery for the financial settlement amount. The Affected Party shall return the completed Verification Form and Release of Claims Form within thirty (30) calendar days of the postmark date of the Notification Letter.

Within ten (10) calendar days after the above referenced thirty (30) calendar day response

period expires, UCR shall notify OFCCP if the Affected Party has not received or responded to the Notification Letter within the allotted thirty (30) calendar day period. Upon such notification, OFCCP will have an additional fifteen (15) calendar days from receipt of notice from UCR to locate the Affected Party and to provide updated contact information to UCR for the Affected Party. OFCCP will use its best efforts to contact the Affected Party, including contacting the Affected Party's last known telephone number and email address in attempt to ascertain her mailing addresses.

Within ten (10) calendar days of receiving from OFCCP the Affected Party's updated mailing address, UCR will send to the newly located Affected Party address a second Notification Letter (Attachment A) containing Attachments B and C. The Affected Party will have thirty (30) calendar days after the postmark of the second Notification Letter to respond by returning the completed Verification Form and Release of Claims Form. If the Affected Party is unable to be located, or if the Affected Party fails to return a completed Verification Form and Claims Form after expiration of the second notification period, the Affected Party will not be eligible for the financial settlement amount outlined in Paragraph (b) this Agreement.

b) Financial Settlement Distribution: UCR shall distribute the above referenced financial settlement amount of \$189,298.05 (less appropriate withholding) within forty-five (45) calendar days after receipt of completed forms referred to above as Attachments B and C. UCR shall utilize one of the following methods to affect delivery of the settlement funds:

1. Special Courier: UCR shall engage the services of a (b) (7)(C) to deliver the settlement funds to the Affected Party at a previously designated location (e.g., the residence of the Affected Party). The funds are to be delivered to, and received by, the Affected Party only. The Affected Party shall be required to provide one form of picture identification (current driver's license, passport, employment identification), and a clear and legible signature indicating her verification of the settlement check amount. The (b) (7)(C) shall verify the Affected Party's signature and identification before the settlement check is released from the (b) (7)(C) to the Affected Party.
2. Direct Deposit/Wire Transfer: UCR shall deliver the settlement funds via direct deposit or wire transfer into a bank account or other financial repository previously designated by the Affected Party. The Affected Party shall provide the appropriate bank account, routing, and other relevant information for this purpose.

The payment will be made in a lump sum, less any appropriate employment withholding deductions. UCR will send the Affected Party an appropriate Internal Revenue Service Form W-2 Wage and Tax Statement with respect to any amounts required to be reported on such forms and a Form 1099 for amounts required to be reported in such a manner, including the interest.

Said payment shall constitute a full and final settlement of any and all financial claims related to this violation.

c) **Policy Implementation and Training:** UCR agrees to implement the following proactive measures to ensure the maintenance of a workplace that is free from discrimination. UCR commits itself to ensuring this alleged violation does not recur. In so doing, UCR agrees to the following:

- UCR shall take reasonable steps to insure that all employment decisions (including hiring, promotion, tenure assessment, and termination) are administered in a nondiscriminatory manner.
- UCR shall implement appropriate policies and procedures to eliminate discrimination from all of its employment-related decisions (including hiring, promotion, tenure assessment, and termination).
- UCR shall review its equal employment obligations and nondiscrimination policies and procedures, and reaffirm its commitment to maintaining a workplace free from discrimination with all faculty and administration employees on (at least) an annual basis.
- UCR shall conduct, and all department chairs, associate deans, deans, Committee on Academic Personnel (CAP) members, vice provosts, provosts, vice chancellors, chancellors, and all other staff within the academic personnel department having a role in the employment, tenure-track, tenure assessment, or tenure award decision-making process shall be required to attend an in-person Equal Employment Opportunity/Affirmative Action (EEO/AA) training session. Said training shall examine employee rights and management responsibilities under Executive Order 11246 (or Title VII of the Civil Rights Act of 1964 as an equivalent), and cover the employment discrimination issues of disparate treatment, disparate impact, harassment, intimidation, and retaliation on the basis of race, color, ethnicity, and gender. Said training shall be comprehensive enough that it lasts not less than a period of two hours. Said training and shall be conducted within one hundred eighty (180) days of UCR's receipt of a copy of this Agreement with the Regional Director's signature on this Agreement, and on an annual basis thereafter for any newly employed personnel in any of the aforementioned positions.

UCR commits that this violation shall not recur.

PART IV: REPORTING

In order for the OFCCP to monitor compliance with this Agreement, UCR agrees to submit two progress reports to: U.S. Department of Labor, OFCCP, Orange Area Office, 770 The City Drive, Suite 5700, Orange California 92868-4955.

REPORT DUE DATE

REPORTING PERIOD

Report 1: 100 days from Effective Date of Agreement (EDA)

EDA through 90 days after EDA

Report 2: 01/05/2016

09/15/2014 through 12/15/2015

For the periods specified above, the Progress Reports shall contain the following:

PROGRESS REPORT #1: For this first Progress Report, UCR agrees to provide the following:

1. Documentary evidence indicative of the Affected Party's receipt of the Financial Settlement (check) delivered by UCR as required by Item 1(b) of this Agreement.
2. Within twenty (20) days following the issuance of the Financial Settlement (check), UCR will submit acceptable documentary evidence which will substantiate the Affected Party's receipt of the Financial Settlement. This documentation shall take the form of a copy of a cancelled check which has been signed by the Affected Party or a receipt signed by the Affected Party indicating that she has received payment of the Financial Settlement amount.

PROGRESS REPORT #2: For this second Progress Report, UCR agrees to provide the following:

1. Documentary evidence that training was provided to all relevant management and non-management employees as identified in Item #1(c) of this Agreement, and that such training addressed compliance with Executive Order 11246, as amended, and its' implementing instructions.
2. Acceptable documentary evidence related to this Item shall include the date(s) and location(s) of training, the company and/or individual names and credentials of the training facilitators, the name and job title of each attendee, a copy of the itemized training agenda which indicates the specific topics covered, and one complete set of the training materials which were disseminated to each attendee during the training.

PART V: SIGNATURES

This Conciliation Agreement is hereby executed by and between the U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP) and University of California - Riverside, 900 University Avenue, Riverside, California 92521.

Date: 10/22/14
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Kim Wilcox
Chancellor
University of California, Riverside (UCR)
900 University Avenue
4108 Hinderaker Hall
Riverside, CA 92521

Date: 10/22/14
7e

Senior Compliance Officer
Office of Federal Contract Compliance
Programs
Orange Area Office

Date: 11/5/2014
6 & 7c

Hector M. Sanchez
Area Director
Office of Federal Contract Compliance
Programs
Orange Area Office

Date: 11/5/2014
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Jane Suhr
District Director
Office of Federal Contract Compliance
Programs
Los Angeles District Office

DATE 11/6/2014
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Janette Wypper
Regional Director
Office of Federal Contract Compliance
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Pacific Region