

Early Resolution Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
National Opinion Research Center

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated the National Opinion Research Center (“NORC”) establishment located at 55 E. Monroe St, Chicago, IL 60603, beginning on August 10, 2021. OFCCP alleges that NORC failed to comply with Executive Order 11246, as amended (“E.O. 11246” or the “Executive Order”), and its implementing regulations at 41 Code of Federal Regulations (“C.F.R.”) Chapter 60.

In the interest of resolving the alleged violation without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and NORC (collectively, the “Parties”) 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 NORC’s fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, based on the violation alleged below. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if NORC 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 NORC’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. NORC 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 NORC of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended (“Section 503”), the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended (“VEVRAA”), their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.
4. NORC and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246.

5. NORC 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 Regional Director of the Midwest Region (“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 NORC submits its final progress report required by this Agreement, unless OFCCP notifies NORC in writing before the expiration date that NORC 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 NORC has met all of its obligations under the Agreement.
11. If NORC violates this Agreement:
 - a. The procedures at 41 C.F.R. § 60-1.34 will govern:
 - i. OFCCP will send NORC a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. NORC 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 NORC is unable to demonstrate that it has not violated the Agreement, or if OFCCP’s 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 NORC, 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. NORC may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. § 60-1.27, and/or other appropriate relief for violating this Agreement.
12. This Agreement does not constitute an admission by NORC of any violation of or noncompliance with EO 11246, Section 503, or VEVRAA and their implementing regulations at 41 CFR Chapter 60, nor has there been an adjudication that NORC violated such laws.
13. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violation 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 B, 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. Alleged Discrimination Violation

1. Alleged Selection Disparities

OFCCP alleges that NORC discriminated against Asian applicants who applied for the Contact Tracer position in violation of E.O. 11246 and its implementing regulations at 41 C.F.R § 60-1.4(a)(1). Specifically, OFCCP found statistically significant differences in the hiring rates of Asian applicants for Contact Tracers when compared to Hispanic applicants during the period of August 10, 2019 to August 9, 2021, resulting in a shortfall of 12 Asian hires.

IV. Financial Remedy

1. Settlement Fund

- a. NORC agrees to pay a total of \$95,000 in back pay and interest. This settlement fund is a negotiated amount that represents estimated back pay and accrued interest. NORC’s share of contributions/taxes on the portion representing back pay (such as

federal, state and/or local statutory taxes and Federal Income Contributions Act (FICA) is not part of the Settlement Fund.

- b. **Specific Settlement Fund Amounts.** The total Settlement Fund amount includes \$85,500 in back pay and \$9,500 interest to resolve the alleged violation set forth above.

2. Allocation

- a. **Total Amount to be Allocated.** The back pay and interest amounts of the Settlement Fund will be distributed equally among the eligible applicants or employees as explained in this Section. Individual shares will include appropriate deductions for each individual's share of payroll deductions required by law on the portion representing back pay only, such as FICA and state or local insurance premiums or taxes.
- b. **Affected Applicants Eligible to Receive Payments.** The Settlement Fund will be distributed in equal shares to all Affected Applicants (identified in Attachment A) who timely respond to the Notice Process as explained below, and whose eligibility is verified (hereinafter, "Eligible Applicant(s)"). These individuals will be listed on the Final List of Eligible Applicants (hereinafter, "Final List"). The process of determining the Final List is explained below under Notice Process.
- c. **Payments to Eligible Applicants.** NORC will distribute the settlement fund in equal shares for each Eligible Applicant on the Final List by the date set forth on the Timeline. NORC will issue checks or make electronic payments to each Eligible Applicant in the stated amount, along with appropriate tax reporting forms (such as W-2 and Internal Revenue Service (IRS) Form 1099) by the date set forth on the Timeline. OFCCP will receive timely documentation of all payments made and any payments returned undelivered, or any checks not cashed, as set forth on the Timeline. Reasonable efforts will be made to ensure that all Class Members listed on the Final List have an opportunity to claim their portion of the settlement. Where it is determined that a Class Member did not receive a check or that a check was lost, OFCCP and NORC will work together to provide a replacement check. Any check that remains uncashed 180 days after the initial date the check was mailed to the Eligible Applicant will be void. With respect to any uncashed funds NORC will make a second distribution to all Eligible Applicants who cashed their first check, but only if the amount that would be distributed to each such Eligible Applicant exceeds \$50 (fifty dollars). If uncashed funds do not exceed \$50 for each Eligible Applicant, NORC will deposit the monies in the name of any Eligible Applicant who did not cash his/her/their check with the Illinois State Treasurer's Unclaimed Property Division. NORC will notify each Eligible Applicant whose portion of the settlement fund is sent to the Illinois State Treasurer's Unclaimed Property Division. No portion of these funds shall revert directly or indirectly to NORC or any of its affiliates.
- d. **Tax Payments, Forms and Reporting.** NORC will pay the employer's share of social security withholdings, and any other tax payments required by law from additional

funds separate from the Settlement Fund. NORC shall mail to each Eligible Applicant an IRS Form W-2 for that portion of the payment representing back pay and an IRS Form 1099 for that portion of the payment representing interest. These IRS forms will be provided to the Eligible Applicants either at the time of payment, electronically or with the settlement checks, or at the end of the year. No Eligible Applicant will be required to complete a W-4 or W-9 in order to receive payments under this settlement.¹ Pursuant to the Tax Cuts and Jobs Act (TCJA) OFCCP will report to the IRS via a form 1098-F when an employer (or individual) is required to pay fines, penalties, restitution, remediation, or other costs in excess of \$50,000 as a result of a violation of law or an investigation or inquiry into a violation of law.²

3. Notice Process

- a. **OFCCP and NORC Obligations under the Notice Process.** The Notice Process set forth in this agreement is intended to provide Affected Applicants a meaningful opportunity to understand their rights and obligations and act on them in a timely manner. This includes providing notice in multiple relevant languages to the affected workers and through multiple channels if requested and providing technical assistance to Affected Applicants seeking information about their rights and obligations under this Agreement. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, NORC and OFCCP will regularly meet and confer in person, by phone and/or by email on the notice process to determine how best to carry out the Notice provisions of this Agreement, and to decide whether any activity, deadline or document should be modified. OFCCP and NORC agree not to unreasonably withhold consent to reasonable modifications proposed by either party.
- b. **Notice Documents.** NORC will distribute Notice Documents to Affected Applicants identified in Attachment A consistent with the sample Notice Documents contained in Attachment C. The Notice Documents may include a Notice, Release of Claims and Information Verification Forms. The Notice Documents may also include other materials such as standard OFCCP or U.S. Department of Labor materials, instructions or a cover sheet, job applications, or other information that better enables Affected Applicants to understand their rights and obligations and act on them in a timely manner. The Notice Documents will make clear the information about the settlement is being provided by or on behalf of the U.S. Department of Labor. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, the parties will meet and confer on any reasonable modifications of the sample Notice Documents or additions to the materials distributed by NORC, if proposed by either party.

¹ IRS guidance states that an employer can assume a single deduction in the absence of a W-4 form. *See* 26 C.F.R. § 31.3402(f)(2)-1(a).

² The IRS issued its implementing regulations in January 2021, available at: [Denial of Deduction for Certain Fines, Penalties, and Other Amounts Related Information Reporting Requirements](https://www.federalregister.gov/documents/2021/01/19/2021-00741/denial-of-deduction-for-certain-fines-penalties-and-other-amounts-related-information-reporting) (https://www.federalregister.gov/documents/2021/01/19/2021-00741/denial-of-deduction-for-certain-fines-penalties-and-other-amounts-related-information-reporting)

- c. **Timeline.** Attachment B sets forth the agreed Timeline for Notice and for the parties' other obligations under this Agreement. The parties will meet and confer on any reasonable modifications to the Timeline proposed by either party.
- d. **Search for Affected Applicants.** OFCCP shall provide NORC with complete contact information in its possession or its authority to obtain on the Affected Applicants by the date set forth in the Timeline.
- e. **Distribution of Mail Notice to Affected Applicants.** NORC will provide initial notice by regular first-class mail. NORC will send copies of all of the Notice Documents as defined above, including a postage-paid return envelope, by first class mail to the best available mailing address for each Affected Applicant, by the date set forth in the Timeline. If envelopes from the initial mail notice are returned with forwarding addresses, NORC will re-mail the Notice Documents within five (5) days of receipt of the forwarding address.

Based on the response to the initial mail notice, the parties will meet and confer by the date set forth in the Timeline to assess the results of the initial mail notice and to ensure that the second round of mail notice maximizes the potential response rate. A second mail notice will be sent to Affected Applicants with valid addresses who fail to respond to the first mail notice unless the parties agree otherwise.

- f. NORC shall work with OFCCP to develop a recommended plan for Notice by other means in addition to first class mail including, as appropriate, use of email and telephone. These other means will be designed to maximize the ability of Affected Applicants to understand their rights and obligations under this agreement and act on them. OFCCP may also conduct independent efforts to communicate with Affected Applicants.
- g. **Notice Deadline.** The final deadline for any Affected Applicant to respond to the notice is set forth in the Timeline. The parties will prominently display this deadline on all materials they distribute regarding this Agreement, and explain that failure to respond by this deadline will result in a forfeiture of any relief provided by this Agreement.
- h. **Technical Assistance.** The parties will timely respond to any inquiries from Affected Applicants using information consistent with this Agreement and the Notice Documents and will document all inquiries and the result. OFCCP will provide contact information for individuals to contact OFCCP regarding this Agreement. The parties will prominently display this contact information on all materials they distribute in paper or online form regarding this Agreement. NORC will provide OFCCP contact information to any Affected Applicant with questions or concerns.
- i. **Exchange of Information Regarding Affected Applicants.** NORC and OFCCP will timely exchange information regarding Affected Applicants, including updated contact information and the results of any technical assistance provided.

- j. **Final List of Eligible Applicants.** The Final List is the list of all Affected Applicants who timely respond to the Notice and submit the Information Verification Form and Release of Claims by the deadline set forth in the Timeline and whose eligibility is verified by OFCCP. The parties will establish the Final List by the date set forth in the Timeline. The parties will meet and confer on any outstanding issues or questions regarding the Final List. Either party may identify potentially eligible Applicants who may have been erroneously excluded from the original or any subsequent list. OFCCP shall make the final determinations of eligibility but will make every effort to negotiate in good faith to resolve any dispute about the Final List. NORC will provide to OFCCP any information necessary to determine the Final List.
- k. **Documentation of Payments.** By the deadline set forth in the Timeline, NORC will provide OFCCP with copies of cancelled checks or electronic documentation of all payments to Eligible Applicants, including the amounts paid, the date payment was sent, the date payment was received or the check cashed, and any uncashed or returned checks. In the event of a second distribution, NORC will provide a similar documentation on the second distribution.
- l. **NORC's Expenses.** NORC will pay all expenses associated with carrying out its duties pursuant to this Section, from funds separate and apart from the amount designated in this Agreement for the Settlement.

V. Modifications to Employment Practices and Other Non-Monetary Relief

1. Compliance: NORC will ensure that all applicants are afforded equal employment opportunities.
2. Non-Discriminatory Selection Procedures: NORC shall comply with all OFCCP regulations concerning selection procedures, including 41 C.F.R. § 60-3. NORC will not use any selection procedure that has an adverse impact, as defined in 41 C.F.R. § 60-3.4D, on applicants of a particular sex, race, or ethnic group unless NORC properly validates the procedure pursuant to these regulations.
3. Recordkeeping and Retention: NORC shall implement procedures to ensure that applicants are tracked and selection decisions are documented at each step in the hiring process. NORC will review their procedures to ensure that documents are retained in accordance with 41 C.F.R. §§ 60-1.12 (a) and 60-3.15 and will revise these procedures as necessary.
4. Training: In June and August 2023, NORC provided equal opportunity and affirmative action training for its recruiters and human resources professionals involved in hiring activities, including non-discrimination obligations, compliant applicant tracking and recordkeeping requirements. Within ninety (90) days of the Effective Date of this Agreement, NORC shall provide training for managers and any individuals involved in recruiting, selecting, or tracking of applicants for Field Interviewer positions that were not trained in June or August 2023. The training shall focus on equal employment opportunity in hiring. The training will include (but is not limited to) instructions in: the implementation

of the NORC's recruitment process, applicant tracking, and selection procedures; neutral application of the qualifications and criteria that are used at each step in the hiring process; procedures followed 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 C.F.R. §§ 60-1.12(a) and 60-3.15. NORC shall maintain a list of each manager and employee who attended the training.

5. **Monitoring:** NORC shall monitor selection rates at each step of its selection process. If it is determined that a selection procedure has an adverse impact, as defined in 41 C.F.R. § 60-3.4D, on the hiring of applicants of a particular sex, race, or ethnic group, NORC will review the procedure and either eliminate the procedure, choose an alternative procedure, or validate the procedure in accordance with the Uniform Guidelines on Employee Selection Procedures, codified at 41 C.F.R. § 60-3. NORC shall maintain and make available to OFCCP records concerning the impact of the selection process at the Chicago, Illinois facility. These records must include the number of persons applied and hired by race and ethnic group and the selection procedures utilized. This information will be maintained until the expiration of this Agreement or as long as required by the regulations, whichever is later.

VI. Technical Violation and Remedy

1. **VIOLATION:** During the period of August 10, 2019 to August 9, 2021, OFCCP alleges that NORC failed to perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exists, as required by 41 C.F.R. § 60-2.17(b). Specifically, OFCCP alleges that NORC had hiring activity that showed statistically significant adverse impact against Asian applicants during the review period, and NORC failed to conduct in-depth analyses of the cause of the adverse impact.

REMEDY: NORC shall perform in-depth analysis of its total employment process to determine whether and where impediments to equal employment opportunity exist as required by 41 C.F.R. § 60-2.17(b). Additionally, NORC will collect, maintain, and have available for inspection records or other information that discloses the impact its tests and other selection procedures have on employment opportunities. When the total selection process for a job has an impact, the individual components of the selection process will be evaluated for adverse impact in accordance with the requirements of 41 CFR § 60-3.4.

VII. OFCCP Monitoring Period

1. **Recordkeeping.** NORC agrees to retain all records relevant to the alleged violations cited in Sections III and VI 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. NORC 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.** NORC agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:
- i. Within the prescribed timeframes listed in Attachment B, NORC must submit all documents and information referenced in Parts IV – VI of this Agreement.
 - ii. **Progress Report 1:** Will be due 14 months after the Effective Date of the Agreement and will cover the timeframe from the Effective Date of this agreement through 12 months after the Effective Date.
 - iii. **Progress Report 2:** Will be due 12 months after the first report covering the period of the 13th month through the 24th month following the Effective Date.

NORC will submit reports to (b) (6), (b) (7)(C) at (b) (6), (b) (7)(C) @dol.gov. NORC 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 NORC provides in accordance with this agreement are customarily kept private or closely-held, and NORC believes should remain confidential under Exemption 4 of the Freedom of Information Act (“FOIA”) in the event of a FOIA request, NORC 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 to the extent required by law.

- b. **Affirmative Action Programs.** NORC will submit its current year AAP for E.O. 11246 with the first Progress Report and annually thereafter while the CA monitoring period is in effect. The AAP will contain required support data with the AAPs except for the applicant / hire data NORC will have submitted earlier.
- c. **Reports on Modifications to Personnel Practices.** In each Progress Report NORC will report on any modifications of personnel practices made to date pursuant to the Agreement and provide documentation of its compliance with the remedy provisions of this Agreement. If any of the relevant documents such as job postings or policies have not been modified since being provided during a prior reporting period, a statement to that effect is sufficient. The reports must include:
- i. No later than ninety (90) days from Effective Date, NORC must submit a report on modifications made to its employment practices since the review period, as stated in Part VI.
 - ii. No later than one hundred (100) days from Effective Date, NORC must submit documentation that all managers, supervisors, and other personnel involved in recruiting, selecting, and tracking Field Interviewer applicants have been trained on the hiring process. The documentation must include the dates of the training, the names and job titles of all attendees, an outline of the topics

discussed in the training, and the name and job title of each person who conducted the training, as stated in Part V, Paragraph 4 of this Agreement.

- d. **Reports on Hiring Activity and Analysis.** In each Progress Report, NORC will report on select hire and termination activity for Job Group 5B. This includes:
- i. The total number of applicants and hires in Job Group 5B, including the breakdown by race of all applicants and hires during the reporting period, including all temporary, part-time, full-time, and seasonal workers.
 - ii. The results of NORC's analysis as to whether its total selection process has an adverse impact based on race, as defined in 41 C.F.R. § 60-3.4D, and set forth in 41 C.F.R. § 60-3.4B.
 - iii. For each case in which the total selection process has an adverse impact based on race, as defined in 41 C.F.R § 60-3.4D, the results of NORC's evaluation of the individual components of the selection process for adverse impact.
 - iv. The actions taken by NORC upon determining that any component of the selection process has an adverse impact based on race as set forth in Part IV above.
 - v. The in-depth analyses performed by NORC pursuant to item iii and iv above.
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 NORC's final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify NORC in writing within sixty (60) days of the date of the final progress report that NORC 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 NORC within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines NORC has met all of its obligations under the Agreement.

VIII. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and National Opinion Research Center, Chicago, IL 60603.

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

TENIA DAVIS
Senior Vice President & CHRO
National Opinion Research Center
Chicago, IL 60603

DATE: 29 September 2023

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

CARMEN NAVARRO
Regional Director
Midwest

DATE: 9/29/23

Attachments:

- A. List of Affected Applicants
- B. Timeline
- C. Notice To Affected Class Members
- D. Information Verification Form
- E. Release of Claims

Attachment A

CM #	Application ID	Applicant Name	Date application submitted
1	(b) (6), (b) (7)(C)		5/1/2020
2			5/1/2020
3			5/1/2020
4			5/1/2020
5			5/1/2020
6			5/1/2020
7			5/1/2020
8			5/1/2020
9			5/1/2020
10			5/2/2020
11			5/2/2020
12			5/2/2020
13			5/2/2020
14			5/2/2020
15			5/2/2020
16			5/3/2020
17			5/3/2020
18			5/3/2020
19			5/3/2020
20			5/4/2020
21			5/4/2020
22			5/4/2020
23			5/4/2020
24			5/5/2020
25			5/5/2020
26			5/5/2020
27			5/5/2020
28			5/5/2020
29			5/5/2020
30			5/6/2020
31			5/6/2020
32			5/6/2020
33			5/6/2020
34			5/6/2020
35			5/6/2020
36			5/6/2020
37			5/6/2020
38			5/6/2020
39			5/6/2020
40			5/6/2020
41			5/6/2020
42			5/6/2020
43			5/6/2020
44			5/6/2020
45			5/6/2020
46			5/6/2020
47			5/6/2020

Attachment A

CM #	Application ID	Applicant Name	Date application submitted
48	(b) (6), (b) (7)(C)		5/6/2020
49			5/6/2020
50			5/6/2020
51			5/6/2020
52			5/6/2020
53			5/7/2020
54			5/7/2020
55			5/7/2020
56			5/7/2020
57			5/7/2020
58			5/7/2020
59			5/7/2020
60			5/7/2020
61			5/7/2020
62			5/7/2020
63			5/7/2020
64			5/7/2020
65			5/7/2020
66			5/7/2020
67			5/7/2020
68			5/8/2020
69			5/8/2020
70			5/8/2020
71			5/8/2020
72			5/8/2020
73			5/8/2020
74			5/8/2020
75			5/23/2020
76			5/24/2020
77			8/12/2020
78			8/12/2020
79			8/13/2020
80			8/13/2020
81			8/29/2020
82			9/5/2020
83			9/21/2020
84			9/28/2020
85			10/5/2020
86			10/8/2020
87			10/8/2020
88			10/9/2020
89			10/18/2020
90			10/20/2020
91			10/22/2020
92			10/25/2020
93			11/12/2020
94			11/13/2020

Attachment A

CM #	Application ID	Applicant Name	Date application submitted
95	(b) (6), (b) (7)(C)		11/13/2020
96			11/16/2020
97			11/16/2020
98			11/19/2020
99			11/23/2020
100			11/28/2020
101			12/3/2020
102			12/12/2020
103			12/29/2020
104			1/14/2021
105			1/27/2021
106			4/15/2021
107	4/15/2021		

ATTACHMENT B
Timeline

CA Signed by OFCCP Regional Director: Effective Date			
9/29/2023			Effective Date (ED)
Establishment of Account for Settlement Fund			
Estimated Due Date	# of Days from Last Action	Total # of Days from ED	Action Required
9/29/2023	0	0	Contractor represents it has sufficient funds on hand to satisfy claims by the settlement class up to the total settlement amount of \$95,000. (herein "Settlement Fund")
Establishing Eligible Applicant List (Final List)			
Estimated Due Date	# of Days	Total # of Days from ED	Action Required
10/29/2023	30	30	Contractor provides initial notice by regular first class mail to Affected Applicants.
TBD	5		If envelopes from the initial mail notice are returned with forwarding addresses, Contractor will re-mail the Notice Documents within 5 days of receipt of the forwarding address.
biweekly			Contractor notifies OFCCP of all letters returned as undeliverable. If a Notice is returned with a forwarding address, the contractor will re-mail the Notice Documents within 5 days of receipt of the forwarding address.
12/28/2023	60	90	Parties will meet and confer to assess the results of the initial mail notice and to ensure that the second round of mail notice maximizes the potential response rate.
1/12/2024	15	105	Within 15 days of receipt of this list, OFCCP will attempt to locate the Affected Applicants whose letters were returned as undeliverable or who did not respond.
1/27/2024	30	120	Contractor will send second mailing within 30 days after meeting with OFCCP.
3/27/2024	150	180	Final deadline for Affected Applicants to respond to the notice.
4/11/2024	15	195	Contractor provides list of Eligible Applicants who will participate in the settlement fund.
4/26/2024	15	210	OFCCP reviews and approves final Eligible Applicants.
Disbursement of Settlement Fund			
Estimated Due Date	# of Days	Total # of Days from ED	Action Required
5/26/2024	30	240	Contractor disburses the settlement fund based on amounts provided by OFCCP with the final Eligible Applicants list.
Varies	7		Contractor will notify OFCCP within 7 calendar days of payments that were returned as undeliverable.
Varies	15		OFCCP will provide alternate address to contractor.
Varies	15		Contractor will re-mail checks with new address provided by OFCCP.
8/24/2024	90	330	First Check Deadline: Contractor will notify OFCCP of any checks uncashed after 90 days. Contractor will provide OFCCP with copies of cancelled checks or electronic documentation of all payments to Eligible Applicants, including the amounts paid, the date payment was sent, the date payment was received or the check cashed, and any uncashed or returned checks.
11/22/2024	180	420	Eligible Applicants have 180 days to cash their checks, after which the checks become void.
12/22/2024	30	450	Contractor will make a second distribution, as appropriate, 30 calendar days after initial checks are void.
2/5/2025	45	495	Second Check Deadline: Eligible Applicants who have been issued second checks have 45 days to cash checks. As appropriate, Contractor will provide OFCCP with copies of cancelled checks or electronic documentation of all payments to Eligible Applicants, including the amounts paid, the date payment was sent, the date payment was received or the check chased, and any uncashed or returned checks.

Monitoring and Progress Reports					
Reporting Activity				Days	Due Date
Provide Report on training to selection officials conducted within 90 days of Effective Date				90	12/28/2023
Provide report on modification of employment practices				90	12/28/2023
Report #	Days covered by report	Covering		Days to provide report	Estimated Report Due Dates
1	365	9/29/2023	9/28/2024	60	11/27/2024
2	365	9/29/2024	9/29/2025	60	11/28/2025

ATTACHMENT C

NOTICE TO AFFECTED CLASS

Dear [name]:

National Opinion Research Center (“NORC”) and the United States Department of Labor's Office of Federal Contract Compliance Programs (“OFCCP”) have entered into a Conciliation Agreement (“Agreement”) to remedy alleged violations of Executive Order 11246 (“E.O. 11246”), as amended, that OFCCP found during a compliance review of NORC’s Chicago, Illinois facility.

OFCCP’s analysis of NORC’s hiring process and selection procedures revealed that during the period of August 10, 2019 to August 9, 2021 (“Review Period”), there was a disparity in the hiring of Contact Tracers based on race. NORC has not admitted to any violation of E.O. 11246, and there has not been any adjudicated finding that NORC violated any laws. OFCCP and NORC entered into the Agreement to resolve the matter without resorting to further legal proceedings. Additional information on the agreement and a link to the Conciliation Agreement can be found on OFCCP’s website at www.dol.gov/agencies/ofccp/classmembers.

You have been identified as an individual who applied for a Contact Tracer position during that time period, but was not hired. As part of this Agreement, you are eligible to receive a distribution of at least \$887 less lawful payroll deductions. Under the terms of this Agreement it may take up to eight (8) months from the date of this letter before you receive your distribution. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification Form and Release of Claims Form. The form(s) should be mailed as soon as possible to the address below. **In order for you to be eligible to participate in the settlement, your documents must be received by [insert date by which class members must respond].**

[Name]
[Position]
[Contractor]
[Address]

You may use the enclosed postage-paid return envelope to return the completed and signed Information Verification Form and Release of Claims Form.

If you have any questions you may contact [name] at [contractor] at [phone number/email], or OFCCP Compliance Office (b) (6), (b) (7)(C) [REDACTED], a (b) (6), (b) (7)(C) [REDACTED]@dol.gov. Your message will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO NORC BY [insert date by which class members must respond], YOU WILL NOT BE

ELIGIBLE TO RECEIVE A PAYMENT.

Sincerely,

[Name]

Enclosures

Information Verification Form

Release of Claims Form

ATTACHMENT D

INFORMATION VERIFICATION FORM

You must complete this form in order to be eligible for the monetary payment under the terms of the Conciliation Agreement (“Agreement”) between National Opinion Research Center (“NORC”) and the United States Department of Labor’s Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name: _____

Address: _____

Telephone Nos.: Home: _____ Cell: _____ Work: _____

Email: _____

Notify NORC at the address below if your address, email address or phone number changes within the next twelve months.

Your Social Security Number (to be used for tax purposes only): _____ - _____ - _____

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW BY *[date class members must respond]*, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

[Name]
[Address]

I, (print name) _____, certify the above is true and correct.

Signature

Date

ATTACHMENT E

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246, AS AMENDED

This Release of Claims (“Release”) under Executive Order 11246, as amended, is a legal document. This document states that in return for National Opinion Research Center (“NORC”) paying you money, you agree that you will not file any lawsuit against NORC for allegedly violating Executive Order 11246, as amended, in connection with its selection procedures for applicants for the Contact Tracer positions. It also says that NORC 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.

In consideration of the payment of at least \$887 (less deductions required by law) by NORC to me, which I agree is acceptable, I, (print name) _____, agree to the following:

I.

I hereby waive, release and forever discharge NORC, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, 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 had which relate to my non-selection for employment as a Contact Tracer on the basis of my race at any time through the effective date of this Release. By signing this agreement, I agree that I have been made whole for any claim that could have been brought under Executive Order 11246, as amended, relating to my non-selection with NORC through the Effective Date of this Release.

II.

I understand that NORC denies that it treated me unlawfully or unfairly in any way and that NORC 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 described above to resolve alleged disparities in hiring and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on August 2, 2021. I further agree that the payment of the aforesaid sum by NORC to me is not to be construed as an admission of any liability by NORC.

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.

IV.

I understand that if I do not sign this Release and return it to the contact listed on the enclosed Notice to Affected Class Members, by the deadline listed on the Notice, I will not be entitled to receive any payment (less deductions required by law) from NORC.

IN WITNESS WHEREOF, I have signed this document on this ____ day of _____, 20__.

Printed Name

Signature