Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
College of American Pathologists
OFCCP Case No. R00303143

I. Preliminary Statement


OFCCP notified the College of American Pathologists of the specific violations and the corrective actions required in a Notice of Violation (NOV) dated April 30, 2021. In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient consideration described in this document, OFCCP and the College of American Pathologists enter into this Conciliation Agreement (Agreement) and its attachments, and the parties agree to all the terms therein.

II. General Terms and Conditions

1. In exchange for the College of American Pathologists' fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, and/or VEVRAA based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if the College of American Pathologists 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 the College of American Pathologists' compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. College of American Pathologists 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 OFCCP requests, including those specified in this Agreement.

3. Nothing in this Agreement relieves the College of American Pathologists of its obligation to fully comply with the requirements of E.O. 11246, VEVRAA, their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.
4. College of American Pathologists 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.

5. The parties understand the terms of this Agreement and enter into it voluntarily.

6. This Agreement 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.

7. This Agreement becomes effective on the day it is signed by the District Director (Effective Date).

8. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.

9. This Agreement will expire sixty (60) days after the College of American Pathologists submits its final progress report required in Section IV, below, unless OFCCP notifies Contractor in writing before the expiration date that the College of American Pathologists 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 the College of American Pathologists has met all of its obligations under the Agreement.

10. If the College of American Pathologists violates this Agreement:

   a. The procedures at 41 CFR 60-1.34, and 41 CFR 60-300.63 will govern:

      i. OFCCP will send the College of American Pathologists a written notice stating the alleged violation(s) and summarizing any supporting evidence.

      ii. The College of American Pathologists 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 the College of American Pathologists is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.

      iv. In the event of a breach of this Agreement by the College of American Pathologists, 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 in the Agreement.

b. The College of American Pathologists may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 CFR. 60-1.27, or 41 CFR 60-300.66, and/or other appropriate relief for violating this Agreement.

11. College of American Pathologists does not admit any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.

12. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.

13. 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.

14. Each party shall bear its own fees and expenses with respect to this matter.

15. 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.

16. All references to "days" in this Agreement are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.

III. Technical Violations and Remedies

1. VIOLATION: During the period July 1, 2019 through April 30, 2021, College of American Pathologists failed to include the equal opportunity clause for VEVRAA in its subcontracts and/or purchase orders, either directly or by reference, in the prescribed manner, in violation of 41 CFR 60-300.5(a)-(d).

REMEDY: College of American Pathologists will include or reference the provisions of the equal opportunity clause in its subcontracts and purchase orders, as required by 41 CFR 60-300.5(a)-(d). If College of American Pathologists incorporates the equal opportunity clause in its subcontracts and purchase orders by reference, rather than by restating the clause verbatim, it will incorporate the clause in the manner prescribed by 41 CFR 60-300.5(d).
2. **VIOLATION:** During the period July 1, 2019 through April 30, 2021, College of American Pathologists 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 CFR 60-300.5(a)2-6.

**REMEDY:** College of American Pathologists 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 College of American Pathologists, as required by 41 CFR 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, College of American Pathologists will also advise the employment service delivery system 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 employment service delivery system 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, College of American Pathologists will provide updated information simultaneously with its next job listing.

3. **VIOLATION:** During the period July 1, 2019 through April 30, 2021, College of American Pathologists failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified protected veterans and document these activities, in violation of 41 CFR 60-300.44(f).

**CORRECTIVE ACTION:** College of American Pathologists must undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified protected veterans, such as those described at 41 CFR 60-300.44(f)(2). College of American Pathologists must annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-300.44(f)(3). College of American Pathologists must document all activities it undertakes to comply with this section, in accordance with 41 CFR 60-300.44(f)(4).

**IV. OFCCP Monitoring Period**

1. **Recordkeeping.** College of American Pathologists agrees to retain all records relevant to the violations cited in Section III above and the reports submitted in compliance with Paragraph 2, below. These records include underlying data and information such as Human Resources Information System (HRIS) and payroll data, job applications and personnel records, and any other records or data used to generate the required reports. College of American Pathologists will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **College of American Pathologists Reports.**

College of American Pathologists agrees to furnish OFCCP with the following reports during the Monitoring Period. Each report will contain the documentation specified according to the dates scheduled:

a. **Schedule and Instructions.** College of American Pathologists will submit the documents and progress reports described below via email to:

   Adam Young  
   Assistant District Director  
   Email: [b](5), [b](7), [c]

College of American Pathologists agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:

   Progress Report 1 will be due on August 1, 2021 and will cover the period from the effective date of this Agreement through June 30, 2021.

   Progress Report 2 will be due on August 1, 2022 and will cover the period from July 1, 2021 through June 30, 2022.

College of American Pathologists 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 College of American Pathologists provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and College of American Pathologists believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, College of American Pathologists will provide such reports to OFCCP marked as “Confidential”. In the event of a FOIA request, OFCCP will promptly notify College of American Pathologists of the FOIA request and provide College of American Pathologists an opportunity to object to disclosure. OFCCP will withhold disclosure of such reports to the maximum extent allowable by law.

**Progress Reports 1 and 2 will include the following:**

   **Pursuant to violation 1:**

   a. Copies of a current subcontract and purchase order that include or reference the provisions of the equal opportunity clause in its subcontracts and purchase orders.

   **Pursuant to violation 2:**
a. Evidence that College of American Pathologists listed all employment openings with the appropriate Employment Service Delivery System (ESDS).

b. Evidence that College of American Pathologists advised the ESDS, with its initial listing and as subsequently needed to update the information, that it is a federal contractor that desires priority referrals of protected veterans for job openings at all locations within the state.

c. Evidence that College of American Pathologists provided the ESDS with the name and address of each of its hiring locations within the state and the contact information for the company official responsible for hiring at each location.

Pursuant to violation 3:

a. Documentation of College of American Pathologists’ outreach and positive recruitment activities taken on behalf of qualified protected veterans, including evidence of job vacancy announcements sent to, and communications with, at least the organizations listed in Attachment A.

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 College of American Pathologists’ final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify College of American Pathologists in writing within sixty (60) days of the date of the final progress report that the company 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 College of American Pathologists within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines College of American Pathologists has met all of its obligations under the Agreement.

Attachment A: Veteran Linkage Resources
V. SIGNATURES

The person signing this Agreement on behalf of College of American Pathologists personally warrants that he or she is fully authorized to do so, that College of American Pathologists has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on College of American Pathologists. This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and College of American Pathologists.

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

Stephen Myers
CEO
College of American Pathologists

DATE: May 17, 2021

Henrietta Brinson
Acting District Director
OFCCP, Chicago District Office

DATE: __________________________

Adam Young
Assistant District Director
OFCCP, Chicago District Office

DATE: __________________________

Lisa Kelly
Compliance Officer
OFCCP, Chicago District Office

DATE: __________________________
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________________________________________
Stephen Myers
CEO
College of American Pathologists

DATE:
(b) (6), (b) (7)(C)

Henrietta Brinson
Acting District Director
OFCCP, Chicago District Office

DATE: 05/17/2021
(b) (6), (b) (7)(C)

Adam Young
Assistant District Director
OFCCP, Chicago District Office

DATE:
(b) (6), (b) (7)(C)

(b) (6), (b) (7)(E)

Compliance Officer
OFCCP, Chicago District Office

DATE: ____________________
Attachment A: Veteran Linkage Resources

Catholic Charities Veterans Employment Program
Bernie Cresham, Job Developer
(773) 808-2954
@catholiccharities.net

Inner Voice, Inc. – Homeless Veterans Reintegration Program
Pia Kanoy, Director of Veteran Services
(312) 994-5831
@ivchi.org

Veterans Path to Hope
Robert Hutchinson, Employment Specialist
(847) 830-5848
@vphope.org

National Able Network
Bridget D. Altenburg, President and CEO
(312) 994-4213
@nationalable.org

The Chicago Lighthouse
Martha Younger-White, Senior Vice President, Employment & Rehabilitation Services
(312) 447-3251
@chicagolighthouse.org

U.S. Department of Labor, Veterans’ Employment and Training Service (DOL. VETS), Office of Strategic Outreach
Betty Hart
Regional Veterans’ Employment Coordinator
(312) 886-0690
@dol.gov

America Works of Illinois, Inc.
Jeremy Miller, Business Representative
(312) 726-5627 ext. 307
@americaworks.com