

**Conciliation Agreement Between the
U.S. Department of Labor
Office of Federal Contract Compliance Programs
and
Princeton University
OFCCP Case No. I00300865**

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (“OFCCP”) initiated an investigation of Princeton University (hereinafter “the University”) located at One Nassau Hall, Princeton, NJ 08544, beginning on January 18, 2021, based on a Third-Party Complaint (hereinafter “Complaint”) filed by the individual identified in Attachment A (hereinafter “the Third-Party Complainant”) on behalf of an employee of the University, who is also identified in Attachment A (hereinafter “Employee”).

At the conclusion of its investigation, OFCCP found that the University did not violate Section 503 of the Rehabilitation Act of 1973, as amended, (“Section 503”) and/or Title I of the Americans with Disabilities Act of 1990 (“ADA”) based on any of the allegations set forth in the Complaint, except with respect to an allegation that the University denied Employee a single paid sabbatical leave in 2021-2022. OFCCP notified the University of this specific finding in a Notice of Results of Investigation (“NORI”) issued on September 19, 2022. The University disagrees with and disputes OFCCP’s finding of this violation.

In the interest of resolving this dispute without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and the University 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 the University’s fulfillment of all its obligations in this Agreement:
 - A. Employee will execute a Release of Claims under Section 503 and/or the ADA (hereinafter “Releases”).
 - B. OFCCP agrees that its investigation of the Third-Party Complaint is concluded, and it will not institute administrative or judicial enforcement proceedings under Section 503 or the ADA based on any of the allegations set forth in the NORI.
 - C. This closure of the Third-Party Complaint does not relieve the University of its obligation to comply with any of the terms and conditions of this Agreement.
 - D. The University is not obligated to provide consideration to Employee as set forth in Section IV, V, or VI below until the University receives the fully-executed documents referenced in Section IV, Subsection C below.

- E. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on a violation of this Agreement or future compliance evaluations or complaint investigations.
- F. OFCCP may review the University'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. The University 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.
- G. Nothing in this Agreement relieves the University of its obligation to fully comply with the requirements of Executive Order 11246 ("E.O. 11246"), Section 503, the ADA, the Vietnam Era Veterans' Readjustment Act of 1974 ("VEVRAA"), their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.
- H. The University and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under Section 503 and the ADA.
- I. The University 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.
- J. The parties understand the terms of this Agreement and enter into it voluntarily.
- K. 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.
- L. After the University signs this Agreement, the Agreement becomes effective on the day it is signed by the Regional Director ("Effective Date").
- M. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
- N. This Agreement will expire sixty (60) days after the University submits the progress report required in Section VIII, below, unless OFCCP notifies the University in writing before the expiration date that the University 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 University has met all of its obligations under the Agreement.

- O. If the University violates this Agreement, the procedures at 41 C.F.R. § 60-741.63 will govern:
- i. OFCCP will send the University a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. The University 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 University 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 University, 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.
 - v. The University may be subject to the sanctions set forth in 41 C.F.R. § 60-741.66, and/or other appropriate relief for violating this Agreement.
- P. This Agreement does not constitute an admission by the University of any violation of E.O. 11246, Section 503, the ADA, or VEVRAA, nor has there been an adjudication on the merits regarding any such violation. The University denies of any violation of E.O. 11246, Section 503, the ADA, VEVRAA or any other wrongdoing.
- Q. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
- R. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than OFCCP.
- S. Each party shall bear its own fees and expenses with respect to this matter.
- T. 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.

- U. 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. Violation

OFCCP found a single instance where the University allegedly denied a paid sabbatical leave to Employee based on a disability in violation of Section 503 and the ADA. The University disputes OFCCP’s finding, but is resolving it through a conciliation agreement in order to avoid the cost and inconvenience of litigation.

IV. Financial Remedy

- A. **Settlement Amount.** The University agrees to pay Employee a total settlement amount of \$116,176.33 representing \$105,335.01 in back pay and \$10,841.32 in interest, less applicable required withholdings, and provide the additional consideration set forth in Sections V, VI, and VII below to resolve the alleged violation set forth above.

- B. **Allocation.**

1. **Total Amount to be Allocated.** The financial settlement and interest amounts will be distributed to Employee as explained in this Section. The amount distributed will include deductions for Employee’s share of payroll deductions required by law on the portion representing back pay only, such as federal (FICA/Federal Unemployment Tax Act (FUTA), state or local insurance premiums or taxes.
2. **Employee’s Eligibility to Receive Payment.** The settlement sum will be distributed to Employee no later than ten (10) days after Employee timely responds to the Notice Process, including the execution of the attached Release, and OFCCP closes the Third-Party Complaint.
3. **Payment to Employee.** The University will make a payment to Employee in the stated amount in the same format as it regularly pays Employee. OFCCP will receive timely documentation of any payment made as set forth in the Timeline.

4. **Tax Payment, Forms and Reporting.** Employee's share of the settlement denoted as backpay will be subject to usual employee withholdings for federal (FICA), state or local insurance premiums or taxes. Employee's share of the settlement denoted as interest will not be subject to withholdings. The University will pay its share of social security withholdings, and any other tax payment required by law from additional funds separate from the settlement amount. The University shall mail Employee 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 Employee either at the time of payment or at the end of the year. Employee will not be required to complete a W-4 or W-9 in order to receive payment under this settlement.
5. As required, OFCCP will submit a report to the IRS via form 1098-F, pursuant to the Tax Cuts and Jobs Act (TCJA).

C. Notice Process.

1. **OFCCP and the University's Obligations under the Notice Process.** The Notice Process set forth in this Agreement is intended to provide Employee a meaningful opportunity to understand their rights and obligations and act on them in a timely manner. OFCCP and the University agree not to unreasonably withhold consent to reasonable modifications regarding timing proposed by either party.
2. **Notice Documents.** The University will distribute the Notice Documents to Employee consistent with the sample Notice Documents attached hereto. The Notice Documents include a Notice to Employee (**Attachment C-1**), Information Verification Form (**Attachment C-2**) and Release of Claims (**Attachment C-3**). The Notice Documents will make clear the information about the settlement is being provided on behalf of the U.S. Department of Labor.
3. **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.
4. **Distribution of Mail Notice to Employee.** The University will provide initial notice by regular first-class mail. The University will send copies of all the Notice Documents as defined above, including a postage-paid return envelope, by first class mail to the best available mailing address for Employee, by the date set forth in the Timeline. If notice is returned as undeliverable, the University will contact Employee by sending an email to Employee's Princeton.edu email account.
5. **Notice Deadline.** The final deadline for Employee to respond to the Notice is set forth in the Timeline. The parties will prominently display this deadline on all materials they distribute in paper or online form regarding this Agreement and explain that failure to respond by this deadline will result in a forfeiture of any relief provided by this Agreement.

6. **Technical Assistance.** The parties will timely respond to any inquiries from Employee using information consistent with this Agreement and the Notice Documents and will document all inquiries and the result. OFCCP will provide contact information for Employee 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. The University will provide OFCCP contact information to Employee if Employee has questions or concerns.
7. **Exchange of Information Regarding Complainant.** The University and OFCCP will timely exchange information regarding Employee, including updated contact information and the results of any technical assistance provided.
8. **Documentation of Payment.** By the deadline set forth in the Timeline, the University will provide OFCCP with evidence of payment to Employee, including the amount paid, the date payment was sent, and the date payment was deposited.
9. **The University's Expenses.** The University will pay all expenses associated with carrying out its duties pursuant to this Section from funds separate and apart from the settlement amount designated in this Agreement.

V. Employee's Personnel File

The University shall remove from Employee's personnel file references, if any, to the Third-Party Complaint, the allegations of discrimination made against the University in the Third-Party Complaint, OFCCP's Third-Party Complaint investigation, this Conciliation Agreement (including any attachments hereto) and/or the settlement of the Third-Party Complaint.

VI. Sabbatical Leave Provisions

- A. The University will rename in Employee's personnel file and the University's human resources information system ("HRIS") Employee's 2021-2022 "special unpaid leave" to "unpaid leave."
- B. The University also agrees that Employee may take a one-semester paid sabbatical leave or a full-academic year/half-pay sabbatical leave with the opportunity for external grants and/or "top ups" to equal a full year's salary in Fall 2024. If Employee elects not to take a one-semester paid leave or a full-academic year/half-pay leave in Fall 2024, they will be eligible to take a full-academic year/full-pay sabbatical leave in Fall 2025 (through Spring 2026) provided they engage in active duty in the Fall 2024 semester. Employee's number of semesters of active service will be reset to 0 at the point at which they return from either of the two sabbatical leave options described above. Lastly, the University agrees to continue to follow its normal lawful practices related to external funding and "top-ups" as it relates to sabbaticals.

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

- A. In accordance with the timing set forth in Section VII, Subsections B and D below, the University will review and update its procedures for determining eligibility for paid sabbatical leave to ensure that it is applied uniformly to all employees, including disabled employees, in the counting of semesters of active service that determine eligibility for paid sabbatical leave.
- B. By December 1, 2023, the University will provide OFCCP with its evaluation of procedures for determining eligibility for paid sabbatical leave and submit to OFCCP a proposal detailing its recommended updates to ensure the process for counting semesters of active service that determine eligibility for paid sabbatical leave is applied lawfully, including to disabled employees.
- C. The University will consider in good faith feedback that OFCCP provides regarding the evaluation.
- D. Before the commencement of the Fall Semester of 2024, the University agrees to implement the revised procedures related to sabbatical leave along with any modifications made pursuant to OFCCP's comments and train all employees involved in administering and approving sabbatical leave for professors.

VIII. OFCCP Monitoring Period

- A. **Recordkeeping.** The University agrees to retain all records relevant to the violation cited in Section III above and the reports submitted in compliance with Section VIII, Subsection B below. These records include underlying data and information such as HRIS and payroll data, personnel records, and any other records or data used to generate the required reports. The University will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
- B. **University Reports.**
 - 1. **Schedule and Instructions.** The University agrees to furnish OFCCP with one progress report due on October 1, 2024. The progress report will contain:
 - a. A copy of Employee's current personnel file.

- b. Documentation of all trainings to the University employees who are involved in reviewing, approving, and administering paid sabbatical leave for Professors. Documentation should include:
 - i. A written description of the training;
 - ii. The date(s) the training was completed; and
 - iii. An employee attendance roster.
- c. Evidence to confirm the implementation of the revised policies and practices related to paid sabbatical leave as specified in Section VII of this Agreement.
- d. If not previously provided, documentation of payment to Employee, including the amounts paid, the date payment was sent, and the date payment was received or deposited.

The University will submit the report(s) to:

U.S. Department of Labor, OFCCP
Attn: (b) (6), (b) (7)(C) Compliance Officer
New Jersey District Office
200 Sheffield Street, Room 102
Mountainside, NJ 07092
E-mail: (b) (6), (b) (7)(C)@dol.gov

The University and OFCCP have a common interest in the information being provided in the report pursuant to this Agreement. To the extent the reports the University provides in accordance with this Agreement are customarily kept private or closely held, and the University believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, the University will provide such report to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will treat any such documents received as confidential documents to the maximum extent of the law.

IX. Signatures

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Princeton University.

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

Sankar Suryanarayan
Deputy General Counsel
Princeton University

Date: September 15, 2023

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

Samuel B. Maiden
Acting Regional Director
OFCCP – Northeast Region

Date: 09/18/2023

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

Joanne Karayiannidis
District Director
OFCCP – Northeast Region

Date: 09/18/2023

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

Kevin Kollgaard
Assistant District Director
OFCCP – Northeast Region

Date: 09/18/2023

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

Compliance Officer
OFCCP – Northeast Region

Date: 09/18/2023

Attachments:

A. Identification of Third-Party Complainant and Employee (Confidential)

B. Timeline

C-1. Notice to Employee

C-2. Information Verification Form

C-3. Release of Claims

**Attachment A – Identification of Third-Party Complainant and Employee
(CONFIDENTIAL)**

(b) (6), (b) (7)(C) is the Third-Party Complainant

(b) (6), (b) (7)(C) is the Employee.

Attachment B

Timeline

Activity	Date
University Mails Notice Documents (First Mailing)	Within seven (7) days of the Effective Date of this Agreement
Deadline for Employee to Reply to First Notice	Within twenty (25) days of the Effective Date of this Agreement
University Provides OFCCP Written Notice if the Employee Failed to Respond to First Notice	Within forty (40) days of the Effective Date of this Agreement
If Necessary, OFCCP Provides University with Updated Contact Information for the Employee	Within fifty (50) days of the Effective Date of this Agreement
If Necessary, University Conducts a Second Mailing of the Notice Documents (Second Mailing)	Within fifty-five (55) days of the Effective Date of this Agreement
Deadline for Employee to Reply to Second Notice (if applicable)	Within seventy -five (75) days of the Effective Date of this Agreement
University Issues Payment to Employee	Within fifteen (15) days of Receipt of Signed Information Verification Form and Release of Claims
University Provides Documentation of Payment to OFCCP as Set Forth in Section IV of this Agreement.	Within fifteen (15) Days of Payment to Employee

ATTACHMENT C-1 - NOTICE TO EMPLOYEE

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

Princeton University and the Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) have entered into a Conciliation Agreement (Agreement) to resolve the OFCCP's finding of a violation of Section 503 of the Rehabilitation Act of 1973, as amended, (Section 503) and Title I of the Americans with Disabilities Act of 1990, as amended, (ADA), that OFCCP found during a third-party complaint investigation of Princeton University's One Nassau Hall, Princeton, NJ 08544 facility. The University does not admit to any violation of Section 503 or the ADA and there has been no adjudicated finding that the University violated any laws. OFCCP and the University entered into the Agreement to resolve the matter without resorting to further legal proceedings.

As part of this Agreement, you are eligible to receive a payment of \$116,176.33 (\$105,335.01 in back pay and \$10,841.32 in interest), less lawful payroll deductions. Under the terms of this Agreement, it may take up to fifteen (15) days from the date the University receives the required paperwork from you before you receive payment. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification Form and Release of Claims. The forms 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 October 13, 2023.**

*Sankar Suryanarayan
Deputy General Counsel
Princeton University
Four New South Building
Princeton, NJ 08544*

You may use the enclosed postage-paid return envelope to return the completed and signed Information Verification Form and Release of Claims, or email a clear, scanned, and completed and signed copy of the documents to the e-mail address above.

If you have any questions, you may contact the Office of the Dean of the Faculty, Princeton University, or OFCCP Compliance Officer (b) (6), (b) (7)(C) at (b) (6), (b) (7)(C). Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO PRINCETON UNIVERSITY BY OCTOBER 13, 2023, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

Enclosure: Information Verification Form
Release of Claims

**ATTACHMENT C-2
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 Princeton University and the 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 Princeton University at the address below if your address, email address or phone number changes within the next six (6) months.

**Office of the Dean of the Faculty
Princeton University
Nassau Hall
Princeton, NJ 08544**

IF YOU FAIL TO COMPLETE AND RETURN THIS DOCUMENT TO THE ADDRESS BELOW BY OCTOBER 13, 2023, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

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

Signature

Date

Attachment C-3
RELEASE OF CLAIMS

RELEASE OF CLAIMS UNDER SECTION 503 OF THE REHABILITATION ACT OF 1973, AS AMENDED, AND TITLE I OF THE AMERICANS WITH DISABILITIES ACT OF 1990, AS AMENDED

PLEASE CAREFULLY READ THE ENCLOSED NOTICE AND THIS RELEASE OF CLAIMS BEFORE COMPLETING THIS RELEASE.

YOU MUST RETURN A SIGNED RELEASE TO RECEIVE MONEY AND OTHER CONSIDERATION FROM THE SETTLEMENT.

This Release of Claims (Release) under Section 503 of the Rehabilitation Act of 1973, as amended, (Section 503) and Title I of the Americans with Disabilities Act of 1990, as amended, (ADA) is a legal document. The document states that in return for Princeton University (the "University") paying you money and other consideration set forth in the Conciliation Agreement between the University and the Office of Federal Contract Compliance Programs ("OFCCP"), you agree that you will not file any lawsuit, administrative complaint or any other claim in any forum whatsoever against the University for allegedly violating Section 503 or the ADA on the basis of any of the allegations set forth in the Third-Party Complaint filed with the OFCCP on your behalf (OFCCP Case Number I00300865). It also says that the University 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 or other consideration.

In consideration of the money payment and other consideration described above to be provided by the University to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge the University, its predecessors, successors, trustees, 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 Section 503 or the ADA, which I or my representatives (heirs, executors, administrators, or assigns) have or may have at any time prior to the date of my signature on this Release on the basis of any of the allegations set forth in the Third-Party Complaint filed with the OFCCP on my behalf (OFCCP Case Number I00300865). By signing this agreement, I also agree that I have been made whole for any claim that could have been brought under Section 503 or the ADA relating to my sabbatical leave with the University through the Effective Date of this Release.

II.

I understand that the University denies that it treated me unlawfully or unfairly in any way and that the University entered into a Conciliation Agreement with the OFCCP and agreed to make the payment and other consideration described above to resolve alleged discrimination and to resolve the complaint investigation initiated by OFCCP on January 18, 2021, without any further legal proceedings. I further agree that the payment of the aforesaid sum by the University to me is not to be construed as an admission of any liability by the University.

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 Employee, by the deadline listed on the Notice, I will not be entitled to receive any payment (less deductions required by law) from the University.

V.

I understand and agree that as part of the Conciliation Agreement between the OFCCP and the University, the University must submit a copy of my updated personnel file to the OFCCP for review.

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

Printed Name

Signature