

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
Carnegie Mellon University
5000 Forbes Avenue
Pittsburgh, PA 15213

PART I: General Provisions

1. This Agreement is between the U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP) and Carnegie Mellon University, 5000 Forbes Avenue, Pittsburgh, Pennsylvania.
2. The violations identified in this Agreement were found during a compliance evaluation of Carnegie Mellon University which began on June 20, 2017 and were specified in a Notice of Violation that was issued on May 30, 2019. OFCCP alleges that Carnegie Mellon University has violated Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212), and implementing regulations at 41 C.F.R. § Chapter 60 due to the specific violations cited in Part II below.
3. This Agreement does not constitute an admission by Carnegie Mellon University of any violation of: Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (38 U.S.C. 4212) and the implementing regulations.
4. The provisions of this Agreement will become part of Carnegie Mellon University's AAP. Subject to the performance by Carnegie Mellon University of all promises and representations contained herein and in its AAP, all named violations in regard to the compliance of Carnegie Mellon University with all OFCCP programs will be deemed resolved. However, Carnegie Mellon University is advised that the commitments contained in this Agreement do not preclude future determinations of noncompliance based on a finding that the commitments are not sufficient to achieve compliance.
5. Carnegie Mellon University agrees that OFCCP may review compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents, as may be relevant to the matter under investigation and pertinent to Carnegie Mellon University's compliance. Carnegie Mellon University shall permit access to its premises during normal business hours for these purposes.
6. Nothing herein is intended to relieve Carnegie Mellon University from the obligation to comply with the requirements of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and/or the Vietnam Era Veterans' Readjustment

Assistance Act of 1974, as amended (38 U.S.C. 4212), their implementing regulations, or any other equal employment statute or executive order or its implementing regulations.

7. Carnegie Mellon University agrees that there will be no retaliation of any kind against any beneficiary of this Agreement or against any person who has provided information or assistance, or who files a complaint, or who participates in any manner in any proceedings under Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212).
8. This Agreement will be deemed to have been accepted by the Government on the date of the signature by the District Director of OFCCP.
9. If at any time in the future, OFCCP believes that Carnegie Mellon University has violated any portion of this Agreement during the term of this Agreement, Carnegie Mellon University will be promptly notified of that fact in writing. This notification will include a statement of the facts and circumstances relied upon in forming that belief. In addition, the notification will provide Carnegie Mellon University with 15 calendar days from receipt of the notification to respond in writing, except where OFCCP alleges that such a delay would result in irreparable injury.

Enforcement proceedings for violation of this Agreement may be initiated at any time after the 15-day period has elapsed or sooner, if irreparable injury is alleged, without issuing a Show Cause Notice.

Where OFCCP believes that Carnegie Mellon University has violated this Conciliation Agreement, OFCCP may seek enforcement of this Agreement itself and shall not be required to present proof of the underlying violations resolved by this Agreement.

Liability for violation of this Agreement may subject Carnegie Mellon University to sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. § 60-300.66 and/or 41 C.F.R. § 60-741.66 and/or other appropriate relief.

PART II: Specific Provisions

1. **VIOLATION**: During the period November 1, 2015 through April 30, 2017, Carnegie Mellon University failed to collect and maintain personnel and employment records for a period of not less than two years from the date of the making of the record or personnel action involved in accordance with the requirements of 41 C.F.R. § 60-1.12. Specifically, Carnegie Mellon University failed to maintain records pertaining to applicants and hires for its faculty positions during the review period.

REMEDY: Carnegie Mellon University will ensure that the personnel and employment records for all of its faculty applicants are collected and maintained in accordance with the requirements of 41 C.F.R. § 60- 1.12.

2. **VIOLATION:** During the period November 1, 2015 through April 30, 2017, Carnegie Mellon University failed to develop and implement an auditing system that periodically measures the effectiveness of its total affirmative action program as required by 41 C.F.R. § 60-2.17(d)(1)-(4). Specifically, Carnegie Mellon University failed to monitor its applicant/hire activity for faculty in a manner that would ensure that its nondiscriminatory policy is carried out.

REMEDY: Carnegie Mellon University will develop and implement an auditing system to periodically measure the effectiveness of its total affirmative action program. Specifically, Carnegie Mellon University must:

- Monitor records of all referrals/applicants and hires for faculty at all levels to ensure the nondiscrimination policy is carried out;
 - Require internal reporting on a scheduled basis as to the degree to which equal employment opportunity and organizational objectives for faculty referrals/applicants and hires are attained;
 - Review report results with all levels of management; and
 - Advise top management of program effectiveness and submit recommendations to improve unsatisfactory performance.
3. **VIOLATION:** During the period November 1, 2016 through April 30, 2017, Carnegie Mellon University failed to develop and execute action-oriented programs designed to correct problem areas identified pursuant to 41 C.F.R. § 60-2.17(b) to obtain established goals and objectives, in violation of 41 C.F.R. § 60-2.17(c). Specifically, Carnegie Mellon University failed to develop and execute action-oriented programs and demonstrate that it has made good faith efforts to remove identified barriers, expand employment opportunities, and produce measurable results for minorities in Job Group 06H.

REMEDY: Carnegie Mellon University will agree to develop and execute action-oriented programs designed to correct any problem areas identified pursuant to 41 C.F.R. § 60-2.17(b) to attain established goals and objectives, as required by 41 C.F.R. § 60-2.17(c). Carnegie Mellon University must ensure that these action-oriented programs are effective and do not consist of following the same procedures which have previously produced inadequate results and must demonstrate that it has made good faith efforts to remove identified barriers, expand employment opportunities, and produce measurable results for minorities in Job Group 06H.

4. **VIOLATION:** During the period November 1, 2015 through April 30, 2017, Carnegie Mellon University failed to document and maintain the required data pertaining to applicants and hires, in violation of 41 C.F.R. § 60-300.44(k). Specifically, Carnegie Mellon University failed to collect and include the data collection analysis pertaining to faculty applicants and hires in the affirmative action program for protected veterans covered by VEVRAA.

REMEDY: Carnegie Mellon University will document the following computations or comparisons pertaining to faculty applicants and hires, on an annual basis, and will maintain this data for three (3) years, as required by 41 C.F.R. § 60-300.44(k):

- The number of applicants who self-identified as protected veterans, or who are otherwise known to be protected veterans;
- The total number of job openings and total number of jobs filled;
- The total number of applicants for all jobs;
- The number of protected veteran applicants hired; and
- The total number of applicants hire.

5. **VIOLATION:** During the period November 1, 2015 through April 30, 2017, Carnegie Mellon University failed to keep and preserve all personnel and employment records, in violation of 41 C.F.R § 60–300.80. Specifically, Carnegie Mellon University failed to preserve records created during the hiring process for faculty applicants as specified in 41 C.F.R. § 60-300.80(b) for a period of three (3) years from the date of the making of the record.

REMEDY: Carnegie Mellon University will keep and preserve all faculty personnel and employment records pertaining to faculty applicants, in accordance with 41 C.F.R. § 60–300.80, and will keep and preserve those records specified in 41 C.F.R § 60–300.80(b) for a period of three years from the date of the making of the record.

6. **VIOLATION:** During the period November 1, 2015 through April 30, 2017, Carnegie Mellon University failed to document and maintain the required data pertaining to faculty applicants and hires in violation of 41 C.F.R. § 60-741.44(k). Specifically, Carnegie Mellon University failed to collect and include the data collection analysis pertaining to faculty applicants and hires in the affirmative action program for individuals with disabilities.

REMEDY: Carnegie Mellon University will document the following computations or comparisons pertaining to faculty applicants and hires, on an annual basis, and will maintain this data for three (3) years, as required by 41 C.F.R. § 60-741.44(k):

- The number of applicants who self-identified as individuals with disabilities, or who are otherwise known to be individuals with disabilities;
- The total number of job openings and total number of jobs filled;
- The total number of applicants for all jobs;
- The number of applicants with disabilities hired; and

- The total number of applicants hired.
7. **VIOLATION**: During the period November 1, 2015 through April 30, 2017, Carnegie Mellon University failed to keep and preserve all personnel and employment records, in violation of 41 C.F.R § 60–741.80. Specifically, Carnegie Mellon University failed to preserve records created during the hiring process for faculty applicants as specified in 41 C.F.R. § 60–741.80(b) for a period of three (3) years from the date of the making of the record.

REMEDY: Carnegie Mellon University will keep and preserve all faculty personnel and employment records pertaining to faculty applicants, in accordance with 41 C.F.R § 60–741.80, and will keep and preserve those records specified in 41 C.F.R § 60–741.80(b) for a period of three (3) years from the date of the making of the record.

PART III: Reporting

1. Carnegie Mellon University agrees to retain records pertinent to the violations cited in Part II above, and to the reports submitted in compliance with Paragraph 2, below. These records shall include data and information underlying the required reports, specifically, but not limited to all applications and personnel records. The records will be retained until the expiration of this Agreement or consistent with regulatory requirements, whichever is later.
2. Carnegie Mellon University agrees to furnish the OFCCP with two (2) annual progress reports. The first report shall be due twelve (12) months after the effective date of this Conciliation Agreement and shall cover the ten (10) month period of time beginning on the effective date of this Agreement. The second report shall cover the successive ten (10) month period, and shall be mailed within sixty (60) days after the close of that ten month period. Carnegie Mellon University will submit the following in each progress report to:

Tracie Brown
District Director
U.S. Department of Labor
Office of Federal Contract Compliance Programs
Room 2103 Federal Building
1000 Liberty Avenue
Pittsburgh, Pennsylvania 15222

This Agreement voids all previous Conciliation Agreements between OFCCP and Carnegie Mellon University. Specifically, Carnegie Mellon University will list all employment openings with an appropriate employment service delivery system (ESDS) except for those positions that are: executive and senior management; filled from within the organization; or lasting three days or less.

Each report shall include:

- a. For Violations 1, 4, and 6: Carnegie Mellon University will submit a log which includes the following: race, gender, name, date applied, position, position considered, disposition, reason for rejection and completed self-id forms received for faculty positions during the reporting period.
 - b. For Violation 2: A copy of Carnegie Mellon University's internal audit report for faculty referrals/applicants and hires for the reporting period that includes all of the elements of the internal auditing requirements listed in 41 C.F.R. § 60-2.17(d)
 - c. For Violation 3: Documentation to verify that Carnegie Mellon University developed and executed action-oriented programs designed to correct the underutilization of minorities in Job Group 06H, including evidence to demonstrate that it has made good faith efforts to remove identified barriers, expand employment opportunities, and produce measurable results as required by 41 C.F.R. § 60-2.17(c).
 - d. For Violation 4: Documentation of the following computations or comparisons as required by 41 C.F.R. § 60-300.44(k): The number of faculty applicants who self-identified as protected veterans, or who are otherwise known to be protected veterans; the total number of job openings and total number of jobs filled; the total number of applicants for all jobs; the number of protected veterans hired; and the total number of applicants hired.
 - e. For Violation 6: Documentation of the following computations or comparisons for faculty as required by 41 C.F.R. § 60-300.44(k): The number of faculty applicants who self-identified as individuals with disabilities, or who are otherwise known to be individuals with disabilities; the total number of job openings and total number of jobs filled; the total number of applicants for all jobs; the number of applicants with disabilities hired; and the total number of applicants hired.
3. This Conciliation Agreement shall remain in effect until the review and acceptance by OFCCP of Carnegie Mellon University's final progress report.

Termination Date:

This Conciliation Agreement shall remain in full force and effect until sixty (60) days following Carnegie Mellon University's submission of the final report, or until such time as OFCCP has deemed that Carnegie Mellon University has met all conditions of this Agreement.

Integration Clause:

This Conciliation Agreement represents the full Agreement between Carnegie Mellon University and OFCCP and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither Carnegie Mellon University nor OFCCP relies upon any promise, representation of fact or law, or other inducements that are not expressed in this Agreement. This Agreement may be modified only by written agreement of the Parties affected and may not be modified by any oral agreement.

PART IV: Signatures

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Carnegie Mellon University, 5000 Forbes Avenue, Pittsburgh, Pennsylvania 15213.

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

FARNAM JAHANIAN
President
Carnegie Mellon University
Pittsburgh, Pennsylvania

DATE: June 7, 2019

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

(b) (7)(C), (b) (7)(E)
Compliance Officer
Pittsburgh District Office
Mid-Atlantic Region

DATE: 6-14-19

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

TRACIE BROWN
District Director
Pittsburgh District Office
Mid-Atlantic Region

DATE: June 14, 2019