

**Global Conciliation Agreement
Between the
U.S. Department of Labor
Office of Federal Contract Compliance Programs
and
Nova Southeastern University**

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated the Nova Southeastern University (NSU) campuses located in Attachment D (hereinafter “Covered Campuses”). OFCCP is alleging that NSU was not in compliance with Executive Order 11246 as amended (“E.O. 11246”), and its implementing regulations at 41 Code of Federal Regulations (CFR) Chapter 60. NSU denies that it was in violation of any laws; however, in the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and NSU enter into this Conciliation Agreement (“Agreement”), and the parties agree to all the terms therein. The attachments to this Agreement are deemed incorporated into this Agreement.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for NSU’s fulfillment of all obligations in Parts IV and V of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246 based on the violations described in more detail in Part IV below. However, OFCCP has the right to initiate legal proceedings to enforce the Agreement itself or to correct and obtain relief for the violations described in Part IV if NSU violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations. In exchange for NSU’s fulfillment of all obligations in Parts IV and V of the Agreement, OFCCP further agrees not to initiate any new audits at the campuses listed on Attachment D for five (5) years from the effective date of this Agreement (the “five year exemption period”) and not until at least 60 days after NSU submits the final progress report described in Part V of this Agreement and the OFCCP confirms to NSU that it has fully complied with the terms of this Agreement.
2. OFCCP may review NSU’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. NSU 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 NSU of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.

4. NSU and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246, Section 503, and/or VEVRAA, and their implementing regulations at 41 Code of Federal Regulations (CFR) Chapter 60.
5. NSU 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 Southeast 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 NSU submits its final progress report required in Section VIII, below, except for the 5-year exemption period, unless OFCCP notifies NSU in writing before the expiration date that NSU has failed to fulfill all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date OFCCP determines the NSU has met all of its obligations under the Agreement, or for at least five years, whichever is later (referred to herein as the "scheduling exemption period"). Furthermore, at the expiration of the scheduling exemption period, any NSU establishment selected for a compliance evaluation will be selected in accordance with the scheduling methodology in place at that time.
11. If NSU violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34 will govern:
 - i. OFCCP will send NSU a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. The NSU 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 NSU 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. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement
 - v. In the event of a breach of this Agreement by the NSU, 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. NSU 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. NSU neither admits nor denies any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
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, 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.

PART III. SPECIAL TERMS AND CONDITIONS

1. Pursuant to 41 CFR 60-2.17(b), NSU shall review each campus listed in Attachment D for violations similar to those identified in Part IV of this Agreement. If NSU finds similar violations, NSU shall implement corrective actions at all of its campuses where violations were found, consistent with the remedy provisions of this Agreement.
2. OFCCP will not schedule any of NSU’s campuses listed in Attachment D for a compliance evaluation for five years from the effective date of this Agreement and not until at least 60 days after NSU submits the final progress report described in Part VII of this Agreement, and the OFCCP confirms to NSU that it has fully complied with the terms of this Agreement, or the grace period then in place at the time the five-year exemption period ends, whichever is later..

3. The five-year scheduling exemption period is limited to neutrally scheduled compliance evaluations. OFCCP retains the right to review compliance with this Agreement and to investigate complaints of discrimination at campuses covered by this Agreement under E.O. 11246, Section 503, and VEVRAA.
4. If NSU violates the terms of this Agreement, the five-year scheduling exemption will be void.
5. If, during the five-year period, OFCCP schedules a different campus of NSU not covered by this Agreement for a compliance evaluation, OFCCP will conduct the compliance evaluation consistent with its normal policies and procedures.
6. This Agreement will not relieve NSU from its annual compliance obligations under Executive Order 11246 of equal employment opportunity through affirmative action and non-discrimination across its entire workforce, including monitoring an up-to-date AAP and neutrality in compensation of all employees.
7. By date indicated in the Timeline, NSU and OFCCP will meet with OFCCP's Functional Affirmative Action Program (FAAP) unit to discuss the agency's FAAP program, and whether this may be a viable option for NSU's AAP reporting.

PART IV. ALLEGED VIOLATIONS AND REMEDIES

1. OFCCP contends it found that at least as of July 1, 2016, NSU was not in compliance with 41 CFR § 60-1.4(a)(1). Specifically, OFCCP's analysis of NSU's compensation system revealed salary disparities for 86 women in Business-Related Director/Manager – Exempt positions.
2. OFCCP contends it found that during the period July 1, 2015 through December 31, 2016, NSU failed to perform sufficiently in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist. Specifically, NSU failed to sufficiently evaluate compensation systems and related personnel procedures to determine whether there are gender-based disparities, in violation of 41 C.F.R. § 60-2.17(b)(3).

A. Financial Remedy

1. Notice. Pursuant to the dates agreed upon in Attachment C ("Timeline"), NSU will notify the Class Members listed in Attachment A ("List of Class Members") of the terms of this Agreement via certified mail (return receipt) for current and former employees. This notification will include the Notice, and the Release Form included in Attachment B and a postage paid return envelope. Each Class Member (or the Class Member's appointed legal representative in the event that he or she is deceased or otherwise provided under the law) will have until the date listed on the Notice to respond by returning the completed Release to the contact listed on the Notice.

Pursuant to the dates in the Timeline, NSU shall notify OFCCP of all letters returned as undeliverable, and OFCCP will then attempt to obtain and provide updated contact information to NSU. NSU will use this new contact information to notify the individuals of their status as Class Members and provide them with a new mailing of the documents described above. Each such Class Member will have until the date listed on the second Notice to respond by returning the completed Release to the contact on the Notice.

By the date indicated in the Timeline, NSU shall provide to OFCCP a list of all Class Members who timely submitted a completed Release along with electronic copies of all Releases returned to NSU. By the date indicated in the Timeline, OFCCP shall approve the list of Class Members who have timely responded to the first or second Notice, or work with NSU to revise the list so that it can be approved by OFCCP. The approved list of Class Members will constitute the "Final Class Member List." If a Class Member is not located and/or does not return a completed Release within the deadline indicated on the Notice, the Class Member will no longer be entitled to any relief pursuant to this Agreement.

NSU shall have no further liability for back pay, interest, or any other relief available under this Agreement to any Class Member who cannot be located within the timeframes enumerated above or who does not submit a completed Release pursuant to the terms outlined above.

2. Eligibility. All class members (listed on Attachment A) who sign and return the Release form to NSU by the deadline set forth above ("Eligible Class Members") will be eligible for a payment. If a Class Member receives but does not return the Release Form to NSU within the prescribed deadline, the Class Member will no longer be entitled to any relief pursuant to this Agreement.

By the date indicated in the Timeline, NSU will provide OFCCP with a list of the Eligible Class Members, OFCCP will approve the final list of Eligible Class Members, and include a final distribution amount for each Eligible Class Member and/or discuss with NSU any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals.

3. Monetary Settlement. NSU agrees to distribute \$259,129.99 in back pay and \$40,870.01 in interest, plus adjustments required by law on the portion representing back pay only (such as federal, state and/or local taxes and the employer's and class members' share of FICA and FUTA taxes) to the members on the final Eligible Class Members list. NSU shall mail to each class member 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 class member either at the time of payment, electronically or with the settlement checks, or at the end of the year. No Eligible Class Member will be required to complete a W-4 or W-9 in order to receive payments under this settlement. In the absence of completed forms, NSU will withhold taxes at the highest amount in accordance with IRS regulations.

NSU will take the following actions to distribute the payments:

- a. Pay each Eligible Class Member currently employed by NSU, the distribution amounts identified on Attachment A in the manner in which the Eligible Class Member is normally paid her regular salary (e.g. direct deposit, check), subject to all lawful deductions as set forth above; and
- b. Mail a check to all other Eligible Class Members for the distribution amounts identified on Attachment A, subject to all lawful contributions and deductions as set forth above.

By the date indicated in the Timeline, NSU will notify OFCCP of the receipt of a check to an Eligible Class Member that was returned as undeliverable. NSU will notify OFCCP of this fact via email sent to Compliance Officer Ex (b) 6, Ex (7)(E) at (b) (6), (b) (7)(C)@dol.gov pursuant to the date specified in the Timeline. OFCCP will attempt to locate the Eligible Class Member, and if OFCCP obtains an alternate address, OFCCP will advise NSU of the address and NSU will re-mail the check to an alternate or corrected address. Any check that remains uncashed 180 calendar days after the date indicated on the check will be void.

With respect to any uncashed funds, NSU will make a second distribution, in equal shares, to all Eligible participants who cashed their first check if the second distribution to each Eligible participant would be at least \$20.00. If the second distribution to each Eligible participant would not result in a payment of at least \$20.00 then the uncashed funds shall be spent on additional EEO training for NSU personnel. NSU will mail the second distribution to such participants by the date specified in the Timeline.

NSU 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.

B. Non-Monetary Remedies

1. To proactively facilitate compliance with Executive Order 11246, as amended, NSU will take the steps described below to enhance its compliance with Executive Order 11246 at its campuses operating at the locations included in Attachment D.
2. **Remedy any Pay Disparities.** Pursuant to 41 C.F.R. § 60-2.17(b), NSU agrees to conduct an annual analysis of its compensation policies and practices related to the Business-Related Director/Manager – Exempt positions to ensure those policies and procedures comply with 41 C.F.R. § 60-1.4(a)(1). Specifically, NSU will review the current compensation of all employees in these positions to ensure it does not engage in compensation discrimination, as outlined in 41 C.F.R. § 60-1.4(a)(1). The compensation review will include all forms of monetary compensation in the form of salary or pay rates, bonuses, pay additions or other forms of incentive pay, starting salary, and merit increases (if applicable). The analysis will be based on NSU's pay structure and the factors relied upon to make pay decisions. NSU shall use key factors affecting pay such

as the following variables: school, department, job family, job level, job entry date, original date of hire, FLSA status, gender, and race. If NSU finds pay disparities that cannot be justified by a legitimate business factor, NSU will eliminate the disparity by providing pay adjustments to the affected individuals currently employed at NSU.

From 9/12/2016-11/30/2019, NSU adjusted the salaries of the eighty six (86) women identified in Attachment A, who were employed in the Business-Related Dir/Managers exempt position. NSU certified that the annual salary adjustments totaled \$587,070.16. NSU will continue to conduct this pay equity analysis on at least an annual basis to determine if there are any gender- based disparities. During the term of the Agreement, NSU will provide OFCCP this analysis for the affected employees pursuant to the reporting provisions in Part V.

3. **Revise Policies and Procedures.**

- a. NSU shall review and, as necessary, revise its compensation practices and establish monitoring and oversight mechanisms at the Covered Campuses subject to this Agreement to ensure that all aspects of its compensation system provide an equal opportunity to all of its employees as required by 41 C.F.R. § 60-1.4(a). This includes reviewing its processes for training selection, advancement opportunities and employee placement into higher paying jobs, such as assignment to preferred contracts or projects. All revised pay practices will ensure nondiscrimination in rates of pay or other forms of compensation, and describe the procedures and criteria for placement or promotion into positions. NSU shall disseminate these revised policies to employees at the campuses subject to this Agreement, and provide documentation showing this information has been disseminated as described in reporting provisions below.
- b. Specific modifications include:
 - i. Increasing employee recognition of the terminology “EEO” by updating its Equal Employment and Nondiscrimination Policy in the online Employee Policy Manual with abbreviation "EEO" after the written term.
 - ii. Updating New Hire Onboarding Policy Acknowledgment documentation with abbreviation "EEO."
 - iii. Communicating with employees how to pursue competitive and non-competitive promotion opportunities by:
 - Incorporate promotional opportunity training in employee professional development sessions in career planning
 - Incorporate promotional opportunity training in leadership development sessions for supervisors
 - iv. Continuing HR Compensation Team's development and update of grade assignments with pay scales.
 - v. Continuing HR Compensation Team's review and update of all positions and assigned job category classifications.

- vi. Updating written guidelines to include a pre-Position Review Committee (PRC) EEO review by the HR Compensation team.
- vii. Continuing career ladder development for other job families; ensure Center/College HR Contacts are aware of ladders within their Center/College through:
 - Toolkit/library of written procedures (on webpages or learning management system).
 - Dedicate time to update career ladder development information annually during one of the quarterly held HR update meetings.
- viii. Continuing project to standardize job descriptions and titles following Department of Labor's O*Net Online database
- ix. Emphasizing NSU Requests to Post & Fill/Promotions documented procedure through training and communication
- x. Strengthening decentralized recruiting process by providing Center/College HR Contacts with best practices through in-person and written instruction
- xi. Continuing to incorporate formal EEO review during reorganizations and reclassifications.
- xii. Implementing a new applicant tracking system.

4. Training.

- a. NSU will provide training to all of its managers and supervisors at the Covered Campuses subject to this Agreement who make compensation decisions, as well as to all human resources personnel, in the event of any changes to compensation-related practices, policies, or procedures. This training will include subjects regarding equal employment opportunity rights and responsibilities, and training on any new policies and practices in effect pursuant to the terms of this Agreement. NSU's training will ensure that managers who have completed the training understand and can implement the requirements to (1) follow compensation practices that do not discriminate against employees, as outlined in 41 C.F.R. 60-1.4(a), (2) consistently and fairly implement NSU's new or revised written practices, (3) properly document the results of their compensation decisions, and (4) retain appropriate records.
 - b. Office of Human Resources (OHR) staff: NSU will require each member of the Strategic Business Partner and Compensation teams to participate in non-discrimination, affirmative action, outreach and positive recruitment training through DOL and/or industry-specific organizations at least annually.
 - c. Center/College HR Contacts: NSU will dedicate annual training on EEO and affirmative action overview and best practices in recruitment, promotion and reclassification.
 - d. Top university leadership: OHR to provide annual instructional briefing outlining Affirmative Action Plan (AAP) standing and action plan to university leadership holding decision-making authority on the Position Review Committee (PRC).
- 5. Pay Transparency.** NSU will continue to disseminate information to employees at the Covered Campuses subject to this Agreement regarding Executive Order 11246's pay

transparency regulations which prohibit federal contractors and subcontractors from discharging or otherwise discriminating against their employees and job applicants for discussing, disclosing, or inquiring about compensation.

6. **Analysis of Employment Process.** Consistent with its affirmative action compliance requirements, NSU shall conduct in-depth analyses of its total employment process at the Covered Campuses subject to this Agreement to determine whether and where impediments to equal opportunity exist. NSU shall develop and execute action-oriented programs designed to correct any problem areas identified, and establish placement goals as necessary pursuant to 41 C.F.R. § 60-2.17 and 60-2.16. This includes its evaluation of Business-Related Director/Manager – Exempt employees' initial placement in level/grade, advancement to higher level/grades via non-competitive promotion, and any performance ratings, if applicable.
7. **Recordkeeping.** Pursuant to 41 C.F.R. § 60-1.12, NSU shall ensure its managers or HR compensation team properly document the results of compensation decisions made pursuant to the revised policies and procedures, and properly maintain all records on the revised policies and procedures including any associated underlying data and information such as HRIS and payroll data, personnel records, and any other records or data used to generate the required reports.

PART V. REPORTS REQUIRED

NSU shall submit the documents and reports described below to:

E. Michelle Hernandez, District Director and
(b) (6), (b) (7)(E), Compliance Officer
909 SE 1st Avenue, Suite 722
Miami, FL 33131
(b) (6), (b) (7)(C)@dol.gov; (b) (6), (b) (7)(C)@dol.gov

A. By the date indicated in the Timeline, NSU shall submit:

1. Copies of written revised policies and procedures, as described in Part IV(2)(a);
2. Documentation that NSU disseminated the revised pay policies to employees, as described in Part IV;
3. Documentation on the training described in in Part IV(3)(a);
4. Documentation that it disseminated information concerning OFCCP's pay transparency regulations as provided in Part IV;

B. Pursuant to the date listed in the Timeline, NSU shall submit documentation of monetary payments to all Eligible Class Members as specified in Part IV. The documentation must include the names of Eligible Class Members who were paid, and, for each Eligible Class Member, the number and the amount of the check and the date the check cleared the bank (or pay stubs for those paid through direct deposit). NSU will provide OFCCP with copies of all canceled checks upon request.

C. Pursuant to the dates listed in the Timeline, NSU shall submit two reports that include:

1. Copy of any E.O. 11246 AAP prepared during the reporting period for all of the Covered Campuses included in Attachment D;
2. Documentation that NSU:
 - a. conducted in-depth analyses of its total employment process — including an evaluation of Business-Related Director/Manager – Exempt employees’ initial placement in level/grade, advancement to higher level/grades via non-competitive promotion, and performance ratings — to determine whether and where impediments to equal opportunity exist; and
 - b. developed and executed action oriented programs designed to correct any problem areas identified pursuant to 41 C.F.R. § 60-2.17(b)-(d).
3. Documentation of its pay analysis, and an explanation of actions taken as a result, as described in Part IV;
4. Electronic copies of the underlying data used to conduct the pay analysis described in Part IV, including pay variables such as school, department, job family, job level, job entry date, original date of hire, FLSA status, gender, and race;
5. Documentation of any pay adjustments made as a result of the pay analysis, as described in Part IV – to include the amount of each adjustment, the date each adjustment was made, and the gender, race/ethnicity of each individual receiving an adjustment.
6. Documentation of all annual trainings referenced in Part IV(3)(b);
7. Documentation of implementation of specific modifications to procedures, as described in Part IV(2)(b).

D. NSU will retain all records and data pertinent to the violations resolved by this Agreement and/or used to prepare required reports until this Agreement expires or as long as required by OFCCP’s regulations, whichever date occurs later.

TERMINATION DATE: This Agreement will terminate pursuant to the terms in Part II, Paragraph 10.

INTEGRATION CLAUSE: This Agreement represents the full Agreement between NSU and OFCCP and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither NSU nor OFCCP relies upon any promise, representation of fact or law, or other inducement that is 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.

ATTACHMENTS:

- A. List of Class Members
- B. Notice Documents
 - B-1-Notice
 - B-2 Release Form
- C. Timeline
- D. List of Covered Campuses

PART VI. SIGNATURES

The person signing this Conciliation Agreement on behalf of NSU personally warrants that: (1) he/she is fully authorized to do so; (2) NSU has entered into this Agreement voluntarily and with full knowledge of its effects; and (3) execution of this Agreement is fully binding on NSU. This Conciliation Agreement is hereby executed by and between OFCCP and NSU.

DATE: 7/9/20

Ex (6), Ex (7)(C)

George D. Hanbury II, Ph.D.
President and Chief Executive Officer
Nova Southeastern University

DATE: 7/9/2020

Ex (6), Ex (7)(C)

Samuel B. Maiden
Regional Director- Southeast
Office of Federal Contract Compliance Programs

Attachment A: Class Member List

	EMPID	Employee Name	Back Pay Due	Interest	Total
1	(b) (6), (b) (7)(C)		\$2,921.93	\$547.14	\$3,469.07
2			\$2,614.45	\$489.57	\$3,104.02
3			\$4,360.15	\$816.45	\$5,176.60
4			\$2,102.75	\$393.75	\$2,496.50
5			\$2,195.76	\$411.16	\$2,606.92
6			\$2,577.51	\$482.65	\$3,060.15
7			\$2,258.49	\$422.91	\$2,681.41
8			\$3,069.36	\$574.75	\$3,644.10
9			\$3,501.11	\$655.60	\$4,156.70
10			\$2,823.12	\$528.64	\$3,351.76
11			\$2,509.44	\$469.90	\$2,979.34
12			\$3,689.81	\$690.93	\$4,380.74
13			\$3,071.96	\$575.24	\$3,647.20
14			\$2,477.93	\$464.00	\$2,941.94
15			\$3,764.16	\$704.85	\$4,469.01
16			\$3,293.64	\$616.75	\$3,910.38
17			\$2,980.15	\$558.04	\$3,538.20
18			\$2,823.12	\$528.64	\$3,351.76
19			\$2,608.02	\$488.36	\$3,096.38
20			\$3,293.64	\$616.75	\$3,910.38
21			\$4,067.05	\$761.57	\$4,828.62
22			\$2,955.69	\$553.46	\$3,509.15
23			\$2,551.09	\$477.70	\$3,028.80
24			\$2,936.04	\$549.79	\$3,485.83
25			\$2,889.31	\$541.04	\$3,430.35
26			\$4,077.84	\$763.59	\$4,841.43
27			\$4,297.41	\$804.71	\$5,102.12
28			\$4,705.19	\$881.07	\$5,586.26
29			\$3,414.08	\$639.30	\$4,053.39
30			\$2,753.85	\$515.67	\$3,269.52
31			\$2,291.82	\$429.15	\$2,720.98
32			\$3,194.44	\$598.17	\$3,792.61
33			\$2,221.11	\$415.91	\$2,637.03
34			\$3,151.90	\$590.21	\$3,742.11
35			\$3,293.64	\$616.75	\$3,910.38
36			\$2,925.34	\$547.78	\$3,473.12

	EMPID	Employee Name	Back Pay Due	Interest	Total
37	(b) (6), (b) (7)(C)		\$2,399.36	\$449.29	\$2,848.65
38			\$2,331.58	\$436.60	\$2,768.18
39			\$3,387.74	\$634.37	\$4,022.11
40			\$2,008.80	\$376.16	\$2,384.96
41			\$2,544.51	\$476.47	\$3,020.98
42			\$2,421.45	\$453.43	\$2,874.88
43			\$2,037.49	\$381.53	\$2,419.02
44			\$3,736.55	\$699.68	\$4,436.24
45			\$2,736.81	\$512.48	\$3,249.28
46			\$3,136.80	\$587.38	\$3,724.17
47			\$1,967.08	\$368.34	\$2,335.42
48			\$2,507.33	\$469.51	\$2,976.84
49			\$1,759.74	\$329.52	\$2,089.26
50			\$2,195.76	\$411.16	\$2,606.92
51			\$4,516.99	\$845.82	\$5,362.81
52			\$2,347.03	\$439.49	\$2,786.52
53			\$2,417.72	\$452.73	\$2,870.45
54			\$2,261.63	\$423.50	\$2,685.13
55			\$4,925.49	\$922.32	\$5,847.81
56			\$3,272.09	\$612.71	\$3,884.80
57			\$2,890.99	\$541.35	\$3,432.33
58			\$3,182.08	\$595.86	\$3,777.93
59			\$2,763.79	\$517.53	\$3,281.32
60			\$3,318.22	\$621.35	\$3,939.57
61			\$5,175.71	\$969.17	\$6,144.89
62			\$2,790.31	\$522.50	\$3,312.81
63			\$2,195.76	\$411.16	\$2,606.92
64			\$1,838.14	\$344.20	\$2,182.34
65			\$3,230.90	\$605.00	\$3,835.90
66			\$2,605.07	\$487.81	\$3,092.88
67			\$2,509.44	\$469.90	\$2,979.34
68			\$2,746.27	\$514.25	\$3,260.51
69	\$2,133.02	\$399.42	\$2,532.44		
70	\$3,136.80	\$587.38	\$3,724.17		
71	\$3,256.28	\$609.75	\$3,866.03		
72	\$3,099.15	\$580.33	\$3,679.48		

	EMPID	Employee Name	Back Pay Due	Interest	Total
73	(b) (6), (b) (7)(C)		\$4,199.29	\$786.33	\$4,985.63
74			\$3,764.16	\$704.85	\$4,469.01
75			\$1,737.82	\$325.41	\$2,063.24
76			\$2,124.37	\$397.80	\$2,522.17
77			\$2,235.06	\$418.52	\$2,653.58
78			\$2,340.68	\$438.30	\$2,778.98
79			\$4,799.30	\$898.69	\$5,697.99
80			\$2,249.07	\$421.15	\$2,670.22
81			\$2,147.06	\$402.05	\$2,549.10
82			\$2,133.02	\$399.42	\$2,532.44
83			\$3,921.00	\$734.22	\$4,655.22
84			\$2,697.65	\$505.14	\$3,202.79
85			\$2,726.60	\$510.57	\$3,237.17
86			\$3,162.72	\$592.23	\$3,754.96

Attachment B-1

NOTICE TO AFFECTED CLASS

Nova Southeastern University (NSU) and the 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) that OFCCP contends it found during a compliance review of NSU. OFCCP's analysis showed that since July 1, 2016 NSU has paid women in Business-Related Director/Managers – Exempt positions statistically significantly less per year than men in those positions. NSU has not admitted to any violation of E.O. 11246, and there has not been any adjudicated finding that NSU violated any laws. In fact, NSU specifically denies it has violated any laws. OFCCP and NSU entered into the Agreement to resolve the matter without resorting to further legal proceedings.

You have been identified as one of the individuals who worked in a Business-Related Director/Managers – Exempt position. Under the Agreement, you may be eligible to receive a payment of back pay and interest, less deductions required by law. Under the terms of the Agreement, it may take several months from the date of this letter before you receive your payment. In order to be eligible for a payment, you must complete, sign, and return enclosed Release Form. This form should be returned by August 17, 2020, using the enclosed postage-paid return envelope or mail to:

*Renee Venezia, EdD, MBA, SPIIR
Executive Director, Office of Human Resources
Nova Southeastern University Inc.
3100 SW 9th Avenue
Office of Human Resources, 2nd floor
Fort Lauderdale, Florida 33315-3025*

If you have any questions you may call OFCCP Compliance Officer (b) (6), (b) (7)(E) at (305) 536-5670 or via email at (b) (6), (b) (7)(C)@dol.gov. Your inquiry will be responded to as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENT(S) TO NSU BY AUGUST 17, 2020, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

Enclosures:

Release of Claims Under Executive Order 11246 (Release Form)

Attachment B-2

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246, AS AMENDED

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS RELEASE. YOU MUST RETURN A SIGNED RELEASE TO RECEIVE MONEY FROM THE SETTLEMENT.

This Release of Claims (Release) under Executive Order 11246, as amended, is a legal document. The document states that in return for Nova Southeastern University (NSU) paying you money, you agree that you will not file any lawsuit against NSU for allegedly violating Executive Order 11246, as amended, in its compensation on the basis of sex in Business-Related Director/Managers – Exempt positions. It also says that NSU 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 payment by the NSU to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge NSU, 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 which relate to my compensation in a Business-Related Director/Managers – Exempt position on the basis of my gender at any time before the date of my signature on 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 compensation with NSU through the Effective Date of this Release.

II.

I understand that NSU denies that it treated me unlawfully or unfairly in any way and that NSU 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 compensation and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on August 29, 2016. I further agree that the payment of the aforesaid sum by NSU to me is not to be construed as an admission of any liability by NSU.

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

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

Printed Name

Signature

Attachment C- Timeline

ACTIVITY	DATE
NSU Mails Notice Documents (First Notice)	July 15, 2020
Deadline for Class Members to Return Release	August 17, 2020
NSU Notifies OFCCP of Undeliverable/Nonresponsive Mailings	August 28, 2020
OFCCP Provides Updated Contact Information to NSU	September 14, 2020
NSU Mails Notice Documents (Second Notice)	September 21, 2020
Deadline for Class Members to Return Second Notice Release Forms	October 23, 2020
NSU Provides List of its Determination of Eligible Class Members	November 6, 2020
OFCCP Reviews and Approves Final List and Distribution Amounts	November 16, 2020
NSU Mails Back Pay Checks or makes direct deposits	December 4, 2020
NSU Notifies OFCCP of Any Checks Returned as Undeliverable	January 8, 2021
OFCCP Provides Updated Addresses	January 15, 2021
NSU Mails Back Pay Checks to New Addresses	January 22, 2021
Distribution of Remaining Funds to Eligible Class Members	March 19, 2021

Attachment C-
Timeline (Continued)

Reporting Timeline

Report	Due Date
<ul style="list-style-type: none"> • Copies of written revised policies and procedures, as described in Part IVB(3); 	December 22, 2020
<ul style="list-style-type: none"> • Documentation that NSU disseminated the revised pay policies to employees, as described in Part IVB(3)(a); 	December 22, 2020
<ul style="list-style-type: none"> • Documentation on the training described in Part IVB(4); 	December 22, 2020
<ul style="list-style-type: none"> • Documentation that NSU disseminated information concerning OFCCP's pay transparency regulations as provided in Part IVB(5) 	August 3, 2020
<ul style="list-style-type: none"> • Documentation of monetary payments to all Eligible Class Members as specified in Part IV 	April 30, 2021

Report	Due Date
<ul style="list-style-type: none"> • Copy of any E.O. 11246 AAP prepared during the reporting period for all of the Covered Campuses included in Attachment D; • Documentation that NSU: <ul style="list-style-type: none"> ○ conducted in-depth analyses of its total employment process — including an evaluation of Business-Related Director/Manager – Exempt employees’ initial placement in level/grade, advancement to higher level/grades via non-competitive promotion, and performance ratings — to determine whether and where impediments to equal opportunity exist; and ○ developed and executed action oriented programs designed to correct any problem areas identified pursuant to 41 C.F.R. § 60-2.17(b)-(d). • Documentation of its pay analysis, and an explanation of actions taken as a result, as described in Part IV; • Electronic copies of the underlying data used to conduct the pay analysis described in Part III, including pay variables such as school, department, job family, job level, job entry date, original date of hire, FLSA status, gender, and race; and • Documentation of any pay adjustments made as a result of the pay analysis, as described in Part IV – to include the amount of each adjustment, the date each adjustment was made, and the gender, race/ethnicity of each individual receiving an adjustment • Documentation of all annual trainings referenced in Part IV(3)(b) • Documentation of implementation of specific modifications to procedures, as described in Part IV(2)(b) 	<p>Year 1 Due Date: August 2, 2021 Year 2 Due Date: August 2, 2022</p>
Meeting with OFCCP FAAP Unit (telephonically)	Proposed date: July 31, 2020

Attachment D

Covered Campuses

Main Campus	3301 College Avenue, Davie, FL 33314
East Campus	3100 SW 9th Avenue, Fort Lauderdale, FL 33315-3025
Fort Myers Regional Campus	3650 Colonial Boulevard, Ft. Myers, FL 33913
Jacksonville Regional Campus	6675 Corporate Center Pkwy, Suite 115, Jacksonville, FL 32216
Miami Regional Campus	8585 SW 124th Avenue, Miami, FL 33183
Miramar Regional Campus	2050 Civic Center Place, 3rd Floor, Miramar, FL 33025
North Miami Beach Campus	1750 NE 167th Street, North Miami Beach, FL 33162-3097
NSU Art Museum/MOA Tower	One East Las Olas Boulevard, Fort Lauderdale, FL 33301
Ocean Campus	8000 North Ocean Drive, Dania Beach, FL 33004-3078
Orlando Regional Campus	4850 Millenia Boulevard, Orlando, FL 32839
Palm Beach Regional Campus	11501 North Military Trail, Palm Beach Gardens, FL 33410
Puerto Rico Regional Campus	997 San Roberto Street, San Juan, PR 00926
Tampa Regional Campus	3400 Gulf to Bay Boulevard, Clearwater, FL 33759