

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
University of Virginia
1001 Emmett Street
Charlottesville, Virginia 22903

PART I: General Provisions

1. This Agreement is between the U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP), and University of Virginia, 1001 Emmett Street, Charlottesville, Virginia 22903 (UVA).
2. The violations identified in this Agreement were found during a compliance evaluation of UVA which began on August 17, 2012. OFCCP found that UVA had violated Executive Order 11246, as amended 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 UVA of any violation of Executive Order 11246, as amended, and the implementing regulations.
4. The provisions of this Agreement will become part of UVA's Affirmative Action Plan (AAP). Subject to the performance by UVA of all promises and representations contained herein and in its AAP, all named violations in regard to the compliance of UVA with all OFCCP programs will be deemed resolved. However, UVA 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. UVA 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 UVA's compliance. UVA shall permit access to its premises during normal business hours for these purposes.
6. Nothing herein is intended to relieve UVA 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. UVA 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 Assistant District Director for OFCCP.
9. If at any time in the future, OFCCP believes that UVA has violated any portion of this Agreement during the term of this Agreement, UVA 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 UVA 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 UVA 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 UVA to sanctions set forth in Section 209 of the Executive Order and/or other appropriate relief.

PART II: Specific Provisions

1. **VIOLATION**: During the period October 16, 2010 through October 15, 2011, UVA failed to maintain personnel or employment records, made or kept by UVA, for a period of not less than two years from the date of the making of the record or the personnel action involved, whichever occurs later, in violation of 41 C.F.R. § 60-1.12(a). Specifically, UVA failed to have available all position descriptions, including position descriptions for center-based Associate Professors and failed to have records available of compensation decisions and/or how the compensation decisions were made for Associate Professors.

REMEDY: UVA will maintain personnel or employment records, made or kept by UVA, for a period of not less than two years from the date of the making of the record or the personnel action involved, whichever occurs later. Such records include, but are not necessarily limited to, records pertaining to hiring, assignment, promotion, demotion, transfer, layoff or termination, and rates of pay or other terms of compensation as required by 41 C.F.R. § 60-1.12(a).

2. **VIOLATION**: During the period October 16, 2010 through October 15, 2011, UVA failed to develop and implement an auditing system that periodically measures the effectiveness of its total affirmative action program, in violation of 41 C.F.R. § 60-2.17(d). Specifically, UVA failed to monitor compensation of its Associate Professors to

ensure that the nondiscriminatory policy is carried out. This is a violation of 41 C.F.R. § 60-2.17(d).

REMEDY: UVA will develop and implement an auditing system to measure the effectiveness of its total affirmative action program and address any disparities identified. Specifically, UVA agrees as follows:

- A. 2019 Compensation Analysis and Prospective Salary Adjustments. UVA will conduct an analysis of compensation of Associate Professors in the College and Graduate School of Arts & Sciences, Curry School of Education and Human Development, McIntire School of Commerce, School of Architecture, and School of Engineering and Applied Science using an October 15, 2019 snapshot date. The methodologies described in Attachment A will be used for this analysis. If the analysis results in a statistically significant disparity (t-statistic) of -1.96 or higher adverse to females, UVA agrees that it will investigate further to determine the cause of the disparity and make necessary compensation adjustments in accordance with all applicable laws.
- B. 2020 Compensation Analysis and Prospective Salary Adjustments. UVA will conduct an analysis of compensation of Associate Professors in the College and Graduate School of Arts & Sciences, Curry School of Education and Human Development, McIntire School of Commerce, School of Architecture, and School of Engineering and Applied Science using an October 15, 2020 snapshot date. The methodologies described in Attachment A will be used for this analysis. If the analysis results in a statistically significant disparity (t-statistic) of 1.96 or higher adverse to females, UVA agrees that it will investigate further to determine the cause of the disparity and make necessary compensation adjustments in accordance with all applicable laws.
- C. Revised Compensation Process. UVA will review its compensation process to ensure effective oversight and documentation of all compensation decisions and make revisions to the processes if necessary to ensure legal compliance.
- D. Eliminate Discriminatory Compensation Policies. If either the Regression Analysis or Evaluation under this Part identifies a discriminatory policy or practice that negatively affects the yearly compensation of Associate Professors of a protected class, UVA agrees to immediately cease using it. Based on the results of the Analysis and Evaluation, UVA will develop and implement either revised or new policies to eliminate all discriminatory policies or practices identified.
- E. Training. Within 180 days of the Effective Date of this Agreement, UVA will train, at a minimum, the provost, the deans of the covered schools, department chairs, and any other direct supervisors for Associate Professors on all new and revised policies, procedures, and programs developed under this Part.

Part III: Reporting

1. UVA 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. UVA agrees to furnish the OFCCP with the following reports to:

U.S. Department of Labor
Office of Federal Contract Compliance Programs
Attention: Dianna Adams, Assistant District Director
400 North 8th Street, Suite 466
Richmond, Virginia 23219

UVA will submit two (2) reports. The first progress report will be due December 31, 2019. The second report will be due December 31, 2020. UVA will submit the following in each progress report:

- A. The results of a regression analysis carried out in accordance with Parts II.2.A or B (per applicable reporting period). UVA will provide a copy of the database used, the output, the statistical regression results and any other analysis with documentation.
- B. If the regression analysis reveals a statistically significant disparity in excess of -1.96 standard deviations adverse to females, documentation of the steps taken to investigate the disparity, including the conclusions and the underlying data relied on to reach the conclusions.
- C. Documentation of pay adjustments made as a result of the analyses and investigation required by Part II.2.A. and III.2.A. The pay adjustments will be made in accordance with Attachment A.
- D. Identify the market reference surveys used to determine market midpoint, as referenced in Attachment A.
- E. Any revised or new policies developed in accordance with Part II.2.C.
- F. A copy of any training materials developed in accordance with Part II.2.E, along with documentation of who received the training.
- G. OFCCP will contact UVA within thirty (30) days following the submission of UVA's 2020 report to schedule a meeting to discuss any areas of potential nonconformance identified by OFCCP.

TERMINATION DATE:

This Conciliation Agreement shall remain in full force and effect until sixty (60) days following

UVA's submission of the final report, or until such time as OFCCP has deemed that UVA has met all the conditions of the agreement.

INTEGRATION CLAUSE:

This Conciliation Agreement represents the full Agreement between UVA and OFCCP and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither UVA 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.

PART IV: Signatures

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and University of Virginia, 1001 Emmett Street, Charlottesville, Virginia 22903

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

JAMES E. RYAN
President
University of Virginia
Charlottesville, VA

DIANNA ADAMS
Assistant District Director
Richmond Area Office
Mid-Atlantic Region

DATE: 8/20/19

DATE: 8/27/2019

ATTACHMENT A

As stated in Parts II.2.A. and B., UVA will conduct compensation analyses of all Associate Professors in the College and Graduate School of Arts & Sciences, Curry School of Education and Human Development, McIntire School of Commerce, School of Architecture, and School of Engineering and Applied Science using a "snapshot date" in accordance with Parts II.2.A. and B.

The following two-step analysis will be followed by UVA:

Step 1: Cross-School Analysis

1. All Associate Professors in the above listed schools will be placed in one of two groups: 1) Tenure/Tenure Track Associate Professors; and 2) Non-Tenure Track Associate Professors.
2. The dependent variable in this regression analysis will be the natural logarithm of annual salary.
3. The independent variables will be:
 - a. Years since highest degree;
 - b. Years in rank;
 - c. Other years at UVA;
 - d. Market Midpoint (controls for Department/Specialty);
 - e. Endowed/Named position (only for Tenure/Tenure Track Associate Professors);
 - f. Appointment for either 9-month or a 12-month position;
 - g. Department chair responsibility, if necessary;
 - h. Education; and
 - i. Tenure Status (only for Tenure/Tenure Track Associate Professors).
4. If the above analysis reveals a statistically significant disparity (in excess of -1.96 standard deviations) adverse to females, UVA will conduct further analysis and investigation in accordance with Step 2.

Step 2: School-Based Analysis

1. Associate Professors will be placed in school-based similarly situated employee groups ("SSEGs") in compliance with Title VII.
2. The dependent variable in this regression analysis will be the natural logarithm of annual salary.
3. As applicable for each School, the permissible independent variables are:
 - a. Years since highest degree;
 - b. Years in rank;
 - c. Other years at UVA;
 - d. Market Midpoint (controls for Department/Specialty);
 - e. Endowed/Named position (only for Tenure/Tenure Track Associate Professors);
 - f. Appointment for either 9-month or a 12-month position;
 - g. Department chair responsibility, if necessary;
 - h. Education; and
 - i. Tenure Status (only for Tenure/Tenure Track Associate Professors).

4. If the above analysis reveals a statistically significant disparity (in excess of -1.96 standard deviations) adverse to females, UVA will conduct individualized investigations into the compensation of each female in the pay group.
5. If UVA is unable to determine a legitimate nondiscriminatory basis for the compensation for each female, UVA will make necessary pay adjustments in accordance with applicable laws.