

Conciliation Agreement
Between the United States Department of Labor
Office of Federal Contract Compliance Programs
And
EBSCO Industries, Inc.
5724 Hwy 280 East
Birmingham, Alabama 35242

PART I: General Provisions

1. This Agreement is between the Office of Federal Contract Compliance Programs (hereinafter OFCCP) and EBSCO Industries, Inc. (hereinafter EBSCO).
2. The violation identified in this Agreement was found during a compliance evaluation of EBSCO at its EBSCO Media establishment located at 801 5th Avenue South, Birmingham, Alabama, which began on August 26, 2010, and it was specified in a Show Cause Notice on February 22, 2012 and Notice of Violation issued June 24, 2011. OFCCP alleges that EBSCO has violated Executive Order 11246, as amended and its implementing regulations at 41 CFR Chapter 60, due to the specific violation cited in Part II below.
3. This Agreement does not constitute an admission by EBSCO of any violation of Executive Order 11246, as amended and its implementing regulations.
4. The provisions of this Agreement will become part of EBSCO's Affirmative Action Programs (AAPs). Subject to the performance by EBSCO of all promises and representations contained herein and in its AAPs, all named violations in regard to the compliance of EBSCO with all OFCCP programs will be deemed resolved. However, EBSCO 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. EBSCO agrees that OFCCP may review compliance with this Agreement. As part of such 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 EBSCO's compliance. EBSCO shall permit access to its premises during normal business hours for these purposes.
6. Nothing herein is intended to relieve EBSCO from the obligation to comply with the requirements 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 their implementing regulations, or any other equal employment statute or executive order or its implementing regulations.
7. EBSCO 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 the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212).

**EBSCO Industries Inc.
Conciliation Agreement**

8. This Agreement will be deemed to have been accepted by the Government on the date of signature by the District Director for OFCCP, unless the Regional Director or the Director, OFCCP, indicates otherwise within 45 days of the District Director's signature on this Agreement.
9. If at any time in the future, OFCCP believes that EBSCO has violated any portion of this Agreement during the term of this Agreement, EBSCO 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 EBSCO with 15 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 EBSCO 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 EBSCO to sanctions set forth in Section 209 of the Executive Order and/or appropriate relief.

PART II: Specific Provisions

1. **VIOLATION:** Compensation data provided by EBSCO for all employees as of January 1, 2010 revealed that EBSCO provided lower compensation to (b) (7) (c) a minority (b) (7) (c) employee, than to a similarly situated non-minority employees in (b) (7) (c) job title. Time in Company, time in current job title, experience, and performance did not explain the compensation disparity. Accordingly, OFCCP finds that EBSCO failed to afford equal employment opportunity in compensation to one minority (b) (7) (c) employee, who was paid less than one non-minority comparator because of race, in violation of 41 CFR 60-1.4(a)(1).

REMEDY: EBSCO will adjust the pay rates as follows:

EBSCO will provide (b) (7) (c) with \$0.31 per hour in salary adjustment. Additionally, EBSCO will disburse (b) (7) (c) \$2,637.36 in back pay and \$219.32 in interest totaling \$2,856.68. The money will be paid to (b) (7) (c) in a lump sum, less deductions required by law. This payment will be reduced by withholdings for federal income tax, state, and/or local income tax, and (b) (7) (c) share of FICA. (b) (7) (c) shall receive an IRS Form W-2 for her share of the back pay and benefits and an IRS Form 1099 for her share of the interest amount.

EBSCO will not retaliate, harass or engage in any form of reprisal or other adverse action against the Class Members based on or in relation to the terms of this Remedy.

Within 90 days of the District Director's signature on this Agreement, EBSCO will provide training on its equal employment opportunity programs for all persons involved in

**EBSCO Industries Inc.
Conciliation Agreement**

determining compensation amounts paid to EBSCO's employees. EBSCO will update this training annually.

EBSCO will immediately review and revise, as appropriate, its compensation system to ensure that this violation cease. In addition, EBSCO will review at least annually and revise, as needed, its compensation system to ensure that this violation does not recur.

FUTURE CONDUCT: EBSCO will not repeat the above violations.

PART III: Reporting

EBSCO will submit **two reports**, as stated below, to the Assistant District Director—Birmingham, United States Department of Labor, Office of Federal Contract Compliance Programs, Medical Forum Building, 950 22nd Street North, Suite 660, Birmingham, Alabama 35203.

The **first report** shall be due 60 days after the date this Agreement is signed by the District Director, OFCCP. The first report shall consist of the following:

1. Copies of personnel forms confirming salary adjustments made to (b) (7) (c)
2. Evidence of back pay monies disbursed to (b) (7) (c) including copies of the cancelled checks and pay slips showing the gross amount and deductions required by law; and
3. Results of EBSCO's review of its compensation system, to include findings, additional equity adjustments and back pay, if any.

The **second report** shall be due June 30, 2013 and will cover the period August 1, 2012 through May 31, 2013. The second report shall consist of the following:

1. Results of EBSCO's following annual review of its compensation system, including findings, additional equity adjustments and back pay, if any; and
2. Record of presentation of EBSCO's equal opportunity training to all persons involved in determining compensation for EBSCO's employees, including the date(s) of training, cost of training, and names and job titles of recipients.

**EBSCO Industries Inc.
Conciliation Agreement**

TERMINATION DATE: This Agreement will expire 90 calendar days after OFCCP receives the second and final report required in Part III above or on the date that the District Director gives notice to EBSCO that EBSCO has satisfied its reporting requirements, whichever occurs earlier, unless OFCCP notifies EBSCO in writing prior to the end of the 90-day period that EBSCO has not satisfied its reporting requirements pursuant to this Agreement.

INTEGRATION CLAUSE: This Agreement represents the full Agreement between EBSCO and OFCCP and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither EBSCO 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

The person signing this Conciliation Agreement on behalf of EBSCO Industries, Inc. personally warrants that he is fully authorized to do so, that EBSCO Industries, Inc. has entered into this Conciliation Agreement voluntarily and with full knowledge of the effect thereof, and that execution of this Agreement is fully binding on EBSCO Industries, Inc. This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and EBSCO Industries, Inc.

Date: 7/31/12

(b) (7) (c)

Landers Sevier, IV
Vice President/General Manager
EBSCO Media
EBSCO Industries, Inc.
801 5th Avenue South
Birmingham, Alabama 35233

Date: 8/6/12

(b) (7) (e)

Compliance Officer—Birmingham
Office of Federal Contract Compliance
Programs

Date: 8-6-12

(b) (7) (c)

Eunsook Kim
Assistant District Director—Birmingham
Office of Federal Contract Compliance
Programs

Date: 08/07/12

(b) (7) (c)

Miguel A. Rivera, Jr.
District Director—Orlando
Office of Federal Contract Compliance
Programs