

**U.S. Department of Labor**

Office of Federal Contract  
Compliance Programs  
Buffalo Area Office  
300 Pearl Street  
Suite 175  
Buffalo, NY 14202



**CONCILIATION AGREEMENT  
BETWEEN  
THE U.S. DEPARTMENT OF LABOR  
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS  
AND  
ROCHESTER INSTITUTE OF TECHNOLOGY  
ONE LOMB MEMORIAL DRIVE  
ROCHESTER, NY 14623  
OFCCP CASE NO. R00159689**

**PART I: General Provisions**

1. This Agreement is between the Office of Federal Contract Compliance Programs (hereinafter OFCCP) and Rochester Institute of Technology, One Lomb Memorial Drive, Rochester, NY 14623 (hereinafter RIT).
2. The violations identified in this Agreement were found during a compliance review of RIT, which began on June 24, 2010, and were specified in a Notice of Violations issued September 28, 2012. OFCCP alleges that RIT violated Executive Order 11246, as amended, and 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 RIT of any violation of the Executive Order 11246, as amended and implementing regulations.
4. The provisions of this Agreement will become part of RIT's Affirmative Action Program. Subject to the performance by RIT of all promises and representations contained herein and its AAP, all named violations in regard to the compliance of RIT with all OFCCP programs will be deemed resolved. However, RIT 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. RIT 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 RIT's compliance. RIT will permit access to its premises during normal business hours for these purposes.

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6. Nothing herein is intended to relieve RIT from the obligation to comply with the requirements of the Executive Order 11246, as amended, and/or 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), and implementing regulations, or any other equal employment statute or executive order or its implementing regulations.
7. RIT 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 signature by the Regional Director for OFCCP, unless the Director, OFCCP indicates otherwise within 45 days of the Regional Director's signature of this Agreement.
9. If at any time in the future, OFCCP believes that RIT has violated any portion of this Agreement during the term of this Agreement, RIT 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 RIT 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 issuance of Show Cause Notice.

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

Liability for violation of this Agreement may subject RIT to sanctions set forth in Section 209 of the Executive Order 11246 and/or other appropriate relief.

**PART II - Specific Provisions**

1. **ALLEGED VIOLATION:** OFCCP's analysis of RIT's faculty compensation data submitted with the 2009-2010 Affirmative Action Plan (AAP) revealed that RIT provided lower compensation to four female faculty employees and one minority faculty employee than similarly situated faculty members within the same school and department. An analysis of the relevant factors identified by RIT did not explain the compensation disparities.

Accordingly, OFCCP finds RIT in violation of 41 CFR 60-1.4 (a) (1).

**REMEDY:** Although RIT affirms that these disparities in pay were unintentional, RIT has provided appropriate salary adjustments and agrees to provide the employees listed below with the following remedies:

- Faculty employee 1, EX 7C [REDACTED] will receive back pay of \$24,710.39 plus interest of \$2,239.78 for a total monetary value of \$26,950.18.
- Faculty Employee 2, EX 7C [REDACTED] will receive back pay of \$13,533.53 plus interest of \$859.09 for a total monetary value of \$14,392.62.
- EX 7C [REDACTED] • Faculty Employee 3, [REDACTED] will receive back pay of \$13,591.37 plus interest \$1,096.43 for a total monetary value of \$14,687.80.
- Faculty Employee 4, [REDACTED] will receive back pay of \$13,775.75 plus interest of \$876.86 for a total monetary value of \$14,652.61.
- Faculty Employee 5, [REDACTED] will receive back pay of \$12,202.49 plus interest of \$1,025.58 for a total monetary value of \$13,228.07.

RIT will prevent retaliation, harassment and any other form of reprisal or adverse action against these affected employees based on or in relation to the terms of this Agreement.

2. **VIOLATION:** OFCCP's analysis of RIT's AAPs revealed that RIT failed to conduct, at least annually, a compensation analysis or pay equity study that would have determined whether there were any gender, race or ethnic related compensation disparities, in accordance with 41 CFR 60-2.17(b).

**REMEDY:** RIT will conduct, at least annually, a compensation analysis or pay equity study to ensure that there is no gender, race or ethnicity related compensation disparities. Specifically RIT will:

- a. review its compensation process and eliminate those policies or practices that led to the failure to ensure non discrimination in compensation; and
- b. conduct such a review, at least annually, to ensure non discrimination in compensation.

**FUTURE CONDUCT:** RIT will not repeat the above violations.

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### **PART III - Reporting**

In order for OFCCP to monitor RIT's progress toward fulfilling the provisions of this Agreement, RIT shall submit two (2) reports identified below.

RIT shall send each report to:

U. S. Department of Labor  
Office of Federal Contract Compliance Programs  
Buffalo Area Office  
300 Pearl Street, Suite 175  
Buffalo, NY 14202

Report 1 is due January 31, 2014 and will include:

Documentation of the payments (backpay and interest) made to each employee. The documentation must include, but not be limited to, a copy of a cancelled check or other equivalent documentation verifying payment to each individual.

Report 2 is due November 30, 2015 covering the period September 1, 2013- August 31, 2014.

The report will include:

The results of RIT's annual review of its compensation system in accordance with 41 C.F.R. Section 60-2.17(b)(3). The report will include overall findings, any issue(s) identified, and action(s) taken. The action(s) may include modifications to compensation policies in place, and/or pay adjustments as needed.

RIT shall retain all records pertinent to the violations resolved by this Conciliation Agreement and the reports submitted under it (including the underlying data/information upon which the reports are based) until the expiration date of this Conciliation Agreement or consistent with regulatory timeframes, whichever is later.


#### **Termination Date:**

The termination date of this Agreement will be sixty (60) days after receipt of the final progress report or if compliance is not accomplished by that date, then this Agreement shall remain in full force and effect until compliance is achieved.

**PART IV: Signatures**

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


EX 7C

  
DR. WILLIAM W. DESTLER  
President  
Rochester Institute of Technology  
One Lomb Memorial Drive  
Rochester, NY 14623

DATE

11/19/13


EX 7C

  
DIANA SEN  
Regional Director  
New York Regional Office  
OFCCP – Northeast Region

DATE

12/19/13


EX 7C

  
LYNN SHEAR  
Area Office Director  
Buffalo Area Office  
OFCCP – Northeast Region

DATE

12-09-2013

EX 7C

  
MARY ELLEN BENTIVOGLI  
District Director  
Buffalo & Hartford Offices  
OFCCP – Northeast Region

DATE

12-9-13