



**Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
And  
CACI, Inc.  
1215 Hwy Route 70, Ste. 2003  
Lakewood, NJ 08701  
OFCCP Case No. R00303970**

**I. Preliminary Statement**

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) evaluated the CACI, Inc. (hereinafter "CACI") establishment located at 1215 Route 70, Lakewood, NJ 08701, beginning on March 10, 2021. OFCCP found that CACI failed to comply with Executive Order 11246, as amended (E.O. 11246) and its respective implementing regulations at 41 C.F.R. Sections 60-1 through 60.

OFCCP notified CACI of the specific violation(s) and the corrective action(s) required in a Notice of Violation (NOV) issued on October 29, 2021.

In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient consideration described in this document, OFCCP and CACI enter into this Conciliation Agreement (Agreement) and its attachments, and the parties agree to all the terms therein.

**II. General Terms and Conditions**

1. In exchange for CACI's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246 based on the violation(s) alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if CACI violates any provision of this Agreement, as set forth in Paragraph 10, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review CACI'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. CACI 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 OFCCP requests, including those specified in this Agreement.
3. Nothing in this Agreement relieves CACI of its obligation to fully comply with the requirements of E.O. 11246, its implementing regulations, or other applicable laws

- requiring nondiscrimination or equal employment opportunity through affirmative action.
4. CACI 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.
  5. The parties understand the terms of this Agreement and enter into it voluntarily.
  6. This Agreement 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.
  7. This Agreement becomes effective on the day it is signed by the District Director of the New Jersey District Office.
  8. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
  9. This Agreement will expire sixty (60) days after CACI submits its final progress report required in Section IV, below, unless OFCCP notifies CACI in writing before the expiration date that CACI has failed to fulfill all of its obligations under the Agreement. In this instance, the Agreement is automatically extended until the date that OFCCP determines that CACI has met all of its obligations under the Agreement.
  10. If CACI violates this Agreement:
    - a. The procedures at 41 C.F.R. 60-1.34 will govern:
      - i. OFCCP will send CACI a written notice stating the alleged violation(s) and summarizing any supporting evidence.
      - ii. CACI 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 CACI is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.
      - iv. In the event of a breach of this Agreement by CACI, 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 in the Agreement.

- b. CACI 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.
11. CACI neither admits nor denies any violation of the Executive Order, nor has there been an adjudication on the merits regarding any such violation.
12. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
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 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.

### III. Technical Violations and Remedies

1. **VIOLATION:** During the period of July 1, 2019 through December 31, 2020, CACI failed to implement an applicant tracking system for hires in accordance with the requirements at 41 CFR 60-3.4 and 41 CFR 60-3.15. Specifically, CACI failed to collect race and gender information for several applicants whom CACI did not hire.

**REMEDY:** Effective immediately, CACI will implement an updated and refined applicant tracking system for hires that will allow CACI to analyze its pool of applicants for:

- a) Affirmative action purposes to monitor whether the process is yielding an adequate pool of qualified minority and female applicants; and
  - b) Nondiscrimination purposes to monitor for disparate treatment or unlawful adverse impact in the selection process.
2. **VIOLATION:** During the period July 1, 2019 through December 31, 2020, CACI failed to collect and maintain several personnel and employment records and conduct adverse impact analyses in accordance with the requirements at 41 CFR 60-1.12(a) and Part 60-3. Specifically, CACI failed to document and maintain accurate records pertaining to the

hiring process such as applications, resumes, interview notes, and, where possible, the gender, race or ethnicity of applicants for employment for the appropriate period.

**REMEDY:** Effective immediately, CACI will ensure that its records are collected and maintained in accordance with the requirements at 41 CFR 60-1.12(a) and Part 60-3. CACI will conduct adverse impact analyses on at least an annual basis for the purpose of determining whether adverse impact exists against applicants based on race, sex, or ethnic group in hiring, promotion, termination, and other personnel activities. These analyses will be done by job for each group constituting more than 2% of the labor force in the relevant labor area or 2% of the applicable workforce. If adverse impact is identified in the total selection process, CACI will evaluate each individual component of the selection process for adverse impact. If adverse impact is found to exist in any of the individual components of the selection process, CACI will validate each such component in accordance with the Uniform Guidelines on Employee Selection Procedures or utilize selection procedures, which do not result in adverse impact.

#### IV. OFCCP Monitoring Period

1. **Recordkeeping.** CACI agrees to retain all records relevant to the violations cited in Section III above and the reports submitted in compliance with Paragraph 2, below. These records include underlying data and information such as Human Resources Information System (HRIS) and payroll data, job applications and personnel records, and any other records or data used to generate the required reports. CACI will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Contractor Reports.**
  - a. **Schedule and Instructions.** CACI agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:
    - A. **Progress Report 1:** The first report shall be due August 1, 2022 and will cover the period beginning January 1, 2022 through June 30, 2022.
    - B. **Progress Report 2:** The second and final report shall be due January 31, 2023 and will cover the period beginning July 1, 2022 through December 31, 2022.

CACI will submit the reports to:

U.S. Department of Labor  
Office of Federal Contract Compliance Programs  
Diamond Head Building  
200 Sheffield Street, Suite 102  
Mountainside, NJ 07902  
ATTN: Compliance Office (b) (6), (b) (7)(E)  
E-mail: (b) (6), (b) (7)(C) @dol.gov

Both reports will contain the following:

- Narrative discussion of the implementation of CACI's applicant tracking system, to include a description of the system and the training on the system. Additionally, provide the below data.
  - a. The total number of applicants and hires for each job title or job group during the reporting period.
  - b. For each job title or job group, the breakdown by applicable race, gender and ethnic group of applicants and hires.
  - c. For each job title or job group, the results of CACI's analysis as to whether its total selection process has adverse impact as defined in 41 CFR 60-3.4D on those members of groups set forth in subparagraph b, above.
  - d. For each job title or job group, where adverse impact is indicated, the qualifications that CACI used, if any, and the stage at which CACI used the qualification(s), as a screening device.
  - e. For each case where the total selection process has an adverse impact, as defined in 41 CFR 60-3.4D, the results of CACI's evaluation of the individual components of the selection process for adverse impact.
  - f. The actions taken by CACI, where action is appropriate, after determining that any component of the selection process has an adverse impact on members of groups set forth in subparagraph b, above.

CACI and OFCCP have a common interest in the information being provided in the reports pursuant to this Agreement. To the extent any of the reports CACI provides in accordance with this Agreement are customarily kept private or closely-held, and that CACI believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, CACI will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will treat any such documents received as confidential documents.

**Close of Monitoring Period and Termination of Agreement.** This Agreement shall remain in effect until the monitoring period is completed. The monitoring period will close once OFCCP accepts CACI's final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify CACI in writing within sixty (60) days of the date of the final progress report that CACI has not fulfilled all of its obligations under the Agreement, OFCCP will be deemed to have accepted the final report and the Monitoring Period and this Agreement will terminate. If OFCCP notifies CACI within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines CACI has met all of its obligations under the Agreement.

**I. SIGNATURES**

The person signing this Agreement on behalf of CACI, Inc. personally warrants that he is fully authorized to do so, that CACI, Inc. has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on CACI Inc.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and CACI Inc., 1215 Hwy Route 70 Ste. 2003, Lakewood, NJ 08701.

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

J. William Koegel, Jr.  
Executive Vice President,  
General Counsel and Secretary  
CACI International Inc  
Reston, VA

DATE: 12/16/2021

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

Kevin Kollgaard  
District Director  
New Jersey District Office  
OFCCP – Northeast Region

DATE: 12/17/2021

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

(b) (6), (b) (7)(E)  
Compliance Officer  
New Jersey District Office  
OFCCP – Northeast Region

DATE: 12/17/2021

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

Joanne Karayiannidis  
District Director  
New Jersey District Office  
OFCCP – Northeast Region

DATE: 12/17/2021