

Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
And  
NCI Information Systems, Inc.

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) initiated a complaint investigation of NCI Information Systems, Inc. (NCI) located at 11730 Plaza America Drive, Reston, VA 20190, beginning on June 29, 2021. It is alleged that NCI failed to comply with Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) and their respective implementing regulations at 41 CFR Parts 60-741 and 60-300.

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

The attachments to this Agreement are deemed incorporated into this Agreement.

**II. General Terms and Conditions**

1. In exchange for NCI's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under Executive Order 11246, as amended (E.O. 11246 or the Executive Order); Section 503; and/or VEVRAA. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if NCI violates any provision of this Agreement, as set forth in Paragraph 11, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review NCI'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. NCI 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 NCI 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. NCI 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.

5. NCI 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 District Director (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 thirty (30) days after NCI submits its final progress report required in Section VII, below, unless OFCCP notifies NCI in writing before the expiration date that NCI 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 NCI has met all of its obligations under the Agreement.
11. If NCI violates this Agreement:
  - a. The procedures at 41 C.F.R. 60-300.63 (2014) and/or 41 C.F.R. 60-741.63 (2014) will govern:
    - i. OFCCP will send NCI a written notice stating the alleged violations and summarizing any supporting evidence.
    - ii. NCI 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 NCI 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. In the event of a breach of this Agreement by NCI, 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. NCI may be subject to the sanctions set forth in 41 C.F.R. 60-741.66 (2014) or 41 C.F.R. 60-300.66 (2014) and/or other appropriate relief for violating this Agreement.
- 12. NCI 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. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
- 14. 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.
- 15. Each party shall bear its own fees and expenses with respect to this matter.
- 16. 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.
- 17. All references to “days” in this Agreement, and in the Timeline included as Attachment A, 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. Discrimination Violation**

- 1. **ALLEGED VIOLATION:** It is alleged that NCI discriminated against the Complainant on the basis of his disability and status as a protected veteran, in violation of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a).

### **IV. Financial Remedy**

- 1. **Settlement Amount.** NCI agrees to pay (b) (6), (b) (7)(C) (Complainant) the amount of \$10,545.91 to resolve the specific violation set forth above. The total settlement amount includes \$10,506.52 less applicable withholdings (see Section 2a below) in back pay, and \$39.39 in interest.
- 2. **Allocation**
  - a. **Total Amount to be Allocated.** The back pay and interest amounts will be distributed to the Complainant as explained in this Subsection. The amount distributed will include appropriate deductions for the Complainant’s share of payroll deductions required by law on the portion representing back pay only, such as federal

(FICA/Federal Unemployment Tax Act (FUTA)), state or local insurance premiums or taxes.

- b. **Complainant's Eligibility to Receive Payments.** The settlement amount will be distributed to the Complainant, if he responds timely to the Notice Process as explained in Paragraph 3, below.
- c. **Payments to Complainant.** NCI will issue a check or make electronic payments to the Complainant in the stated amount, along with appropriate tax reporting forms (such as W-2 and Internal Revenue Service (IRS) Form 1099, as detailed in Subsection e below) by the date set forth in the Timeline. OFCCP will receive timely documentation of all payments made and any payments returned undelivered or any checks not cashed, as set forth on the Timeline. Any check that remains uncashed 180 days after the initial date the check was mailed to the Complainant will be void.
- e. **Tax Payments, Forms and Reporting.** NCI will pay NCI's share of social security withholdings, and any other tax payments required by law from additional funds separate from the settlement amount. NCI shall mail to the Complainant 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 Complainant either at the time of payment, electronically or with the settlement checks, or at the end of the year. The Complainant will not be required to complete a W-4 or W-9 in order to receive payments under this settlement.

### 3. Notice Process

- a. **OFCCP and NCI Obligations under the Notice Process.** The Notice Process set forth in this Agreement is intended to provide the Complainant a meaningful opportunity to understand his rights and obligations and act on them in a timely manner. OFCCP and NCI agree not to unreasonably withhold consent to reasonable modifications proposed by either party.
- b. **Notice Documents.** NCI will distribute Notice Documents to the Complainant consistent with the sample Notice Documents contained in Attachments B-1 and B-2. The Notice Documents include a Notice and Release of Claims.
- c. **Timeline.** Attachment A sets forth the Timeline for Notice and for the parties' other obligations under this Agreement. The parties will meet and confer on any reasonable modifications to the Timeline proposed by either party.
- d. **Distribution of Mail Notice to Complainant.** NCI will provide initial notice to the Complainant by regular first-class mail or e-mail. NCI will send copies of all of the Notice Documents as defined above, including a postage-paid return envelope (if by mail), by first class mail to the Complainant's mailing address provided by OFCCP to NCI, or email address provided by OFCCP to NCI, by the date set forth in the Timeline. If the envelope from the initial mail notice is returned with a forwarding

address, NCI will re-mail the Notice Documents within five (5) days of receipt of the forwarding address.

If the Complainant fails to respond to the initial mail notice, the parties will meet and confer by the date set forth in the Timeline to assess the results of the initial mail notice and to ensure that the second round of mail notice maximizes the potential response rate. A second notice will be sent to the Complainant by mail and email if he fails to respond to the first mail notice unless the parties agree otherwise.

- e. **Notice Deadline.** The final deadline for the Complainant to respond to the notice is set forth in the Timeline. The parties will prominently display this deadline on all materials they distribute in paper or online form regarding this Agreement, and explain that failure to respond by this deadline will result in a forfeiture of any relief provided by this Agreement.
- f. **Technical Assistance.** The parties will timely respond to any inquiries from the Complainant using information consistent with this Agreement and the Notice Documents and will document all inquiries and the result. OFCCP will provide contact information for the Complainant to contact OFCCP regarding this Agreement. The parties will prominently display this contact information on all materials they distribute in paper or online form regarding this Agreement. NCI will provide OFCCP contact information to the Complainant if he has questions or concerns.
- g. **Exchange of Information Regarding the Complainant.** NCI and OFCCP will timely exchange information regarding the Complainant, including any updated contact information and the results of any technical assistance provided.
- h. **Documentation of Payments.** By the deadline set forth in the Timeline, NCI will provide OFCCP with copies of cancelled checks or electronic documentation of the payment to the Complainant, including the amounts paid, the date payment was sent, the date payment was received or the check cashed, and any uncashed or returned checks.
- i. **NCI's Expenses.** NCI will pay all expenses associated with carrying out its duties pursuant to Paragraph 3, from funds separate and apart from the amount designated in this Agreement for the Settlement.

## **V. Additional Individual Relief**

**Personnel File.** NCI shall remove all references, if any, to any charge or allegation of discrimination against NCI and this complaint from the Complainant's personnel file. NCI will remove all references, if any, to any discipline or termination from the Complainant's personnel file. The reason for the Complainant's separation from NCI will be listed as "Uncontrollable – Position Elimination." When fielding inquiries about the Complainant, NCI shall provide a neutral job reference consisting of employment dates and positions held and shall not discuss the reasons for the Complainant's job separation.

## VI. Other Non-Monetary Relief

1. **Evaluation of Policies.** NCI will ensure that all employees, specifically qualified individuals with disabilities and protected veterans, are afforded equal employment opportunities.

## VII. OFCCP Monitoring Period

1. **Recordkeeping.** NCI agrees to retain all records relevant to the alleged violations cited in Section III above and proof of payment 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. NCI will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Contractor Reports.**
  - a. **Proof of Payment.** NCI agrees to furnish OFCCP with proof, on or before December 31, 2021, that the complainant deposited the funds or that they were deposited electronically in the complainant's bank account, by emailing Shanae Moody, District Director, (b) (6), (b) (7)(C)@dol.gov.
    - i. **The email will include:**
      - a. Documentation showing payment of the financial settlement to the Complainant. NCI will provide OFCCP with a copy of the cancelled check or electronic documentation of payment made to the Complainant, including the amount paid, the date payment was sent, the date payment was received or the check cashed, or any uncashed or returned check.
      - b. Written confirmation the complainant's personnel file has been updated as described in Section V above.

NCI and OFCCP have a common interest in the information being provided in the reports pursuant to this Agreement. To the extent any of the information NCI provides in accordance with this Agreement customarily is kept private or closely-held, and NCI believes should remain confidential under Exemption 4 of FOIA in the event of a FOIA request, NCI 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.

3. **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 NCI's final progress report (which report is described in Paragraph 2, above) as set forth in Part II, Paragraph 10 above. If OFCCP fails to

notify NCI in writing within thirty (30) days of the date of the final progress report that NCI 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 NCI within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines NCI has met all of its obligations under the Agreement as set forth in Part II, Paragraph 10 above.

## VIII. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and NCI Information Systems, Inc., Reston, VA 20190.

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

Paul Dillahay  
President and CEO  
NCI Information Systems

DATE: 9/17/2021

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

Shanae Moody  
District Director  
OFCCP, Richmond Area Office

DATE: 9/17/2021

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

Dianna Adams  
Assistant District Director  
OFCCP, Richmond Area Office

DATE: 9/17/2021

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

for/ (b) (6), (b) (7)(E)  
Compliance Officer  
OFCCP, Richmond Area Office

DATE: 9/17/2021

### Attachments:

- A Timeline
- B-1 Notice to Complainant
- B-2 Release of Claims



Attachment A - Timeline

<b>ACTIVITY</b>	<b>DATE</b>
NCI mails/emails Notice Documents (First Mailing)	October 1, 2021
Deadline for Complainant to Reply	October 31, 2021
NCI mails/electronically deposits back-pay and interest check/amount	Within seven (7) days of receipt of signed Release of Claims
Progress Report Due	December 31, 2021

**NOTICE TO COMPLAINANT**

Dear (b) (6), (b) (7)(C):

NCI Information Systems (NCI) and the Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) have entered into a Conciliation Agreement (Agreement) to remedy the alleged violations of Section 503 of the Rehabilitation Act (Section 503) and the Vietnam Veterans' Readjustment Assistance Act (VEVRAA) that you filed with OFCCP on June 15, 2021. NCI has not admitted to any violation of Section 503 or VEVRAA and there has not been any adjudicated finding that NCI violated any laws. OFCCP and NCI entered into the Agreement to resolve the matter without resorting to further legal proceedings.

Under the Agreement, you may be eligible to receive a payment of \$10,545.91 (\$10,506.52 in back pay and \$39.39 in interest), less deductions required by law. Under the terms of the Agreement it may take up to three 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 of Claims form. This form should be mailed as soon as possible to the address or email address below. **In order for you to be eligible to participate in the settlement, your documents must be received by October 31, 2021.**

*Clay Worley*  
*Senior Vice President, Chief Human Resources Office*  
*NCI Information Systems, Inc.*  
*11730 Plaza America Drive*  
*Reston, VA 20190*  
*(b) (6), (b) (7)(C)@NCIINC.com*

You may use the enclosed postage-paid return envelope to return the completed and signed Release of Claims form.

If you have any questions you may call Clay Worley, Chief Human Resources Officer at NCI at (b) (6), (b) (7)(C) or OFCCP Compliance Officer (b) (6), (b) (7)(E) at (b) (6), (b) (7)(C). Your call will be returned as soon as possible.

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENT TO NCI BY OCTOBER 31, 2021 YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.**

Sincerely,

*Clay Worley*

Enclosures  
Release of Claims Form

## **ATTACHMENT B -2**

### **RELEASE OF CLAIMS**

#### **RELEASE OF CLAIMS UNDER SECTION 503 OF THE REHABILITATION ACT, AND VIETNAM ERA VETERANS' READJUSTMENT ASSISTANCE ACT, 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 Section 503 of the Rehabilitation Act and the Vietnam Era Veterans' Readjustment Assistance Act, as amended, is a legal document. This Release states that in return for NCI Information Systems, Inc. (NCI) paying you money, you agree that you will not file any lawsuit against NCI for allegedly violating Section 503 of the Rehabilitation Act and the Vietnam Era Veterans' Readjustment Assistance Act, as amended, in connection with your termination. This Release also states that NCI does not admit it violated any laws. This Release says you have had sufficient time to look at the Release, to talk with others about the Release, including an attorney if you choose, and that no one pressured you into signing the Release. Finally, it says that if you do not sign and return the Release by a certain date, you will not receive any money.

In consideration of payment by NCI to me, (b) (6), (b) (7)(C) which I agree is acceptable, I agree to the following:

#### **I.**

I hereby waive, release and forever discharge NCI, 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 Section 503 of the Rehabilitation Act and the Vietnam Era Veterans' Readjustment Assistance Act, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have against NCI as of the date of my signature on this Release. By signing this agreement, I agree that the payment that I will receive from NCI thereafter will make me whole for any claim that could have been brought under Section 503 of the Rehabilitation Act and the Vietnam Era Veterans' Readjustment Assistance Act, as amended, relating to my compensation with NCI through the Effective Date of this Release.

#### **II.**

I understand that NCI denies that it treated me unlawfully or unfairly in any way and that NCI 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 the matter without further legal proceedings in the complaint investigation initiated by OFCCP on June 29, 2021. I further agree that the payment of the aforesaid sum by NCI to me is not to be construed as an admission of any wrongdoing or liability by NCI.

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

IN WITNESS WHEREOF, I have signed this document on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature