

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
CACI Premier Technology, Inc.

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the CACI Premier Technology, Inc. (CACI) establishment located at 14111 Park Meadow Drive, Chantilly, VA 20151-2218, beginning on August 14, 2018. OFCCP found that CACI failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order) and its respective implementing regulations at 41 C.F.R. Parts 60-1 and 60-2.

OFCCP notified CACI of the specific violations and the corrective actions required in a Notice of Violation issued on November 4, 2021 (NOV).

In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and CACI enter into this Conciliation Agreement (Agreement), 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 violations 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 11 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 it 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, Section 503 of the Rehabilitation Act of 1973, as amended (Section 503), Vietnam Era Veterans Readjustment Assistance Act, as amended (VEVRAA), their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.
4. CACI 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. 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.
6. The parties understand the terms of this Agreement and enter into it voluntarily.
7. 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.
8. This Agreement becomes effective on the day it is signed by the Regional 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 sixty (60) days after CACI submits its final progress report required in Section V 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.
11. 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 violations 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 the contractor, 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. 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.

12. CACI 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 OFCCP.
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 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. Alleged Technical Violations and Remedies

1. **VIOLATION:** During the period July 1, 2017, through June 30, 2018, CACI failed to perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist, as required by 41 C.F.R. 60-2.17(b). Specifically, CACI failed to conduct a review of its performance management improvement plan and termination processes for Background Investigator I employees to ensure compliance with 41 C.F.R. 60-2.17(b). OFCCP alleges that this resulted in a statistically significant disparity in the involuntary termination rate of male Background Investigator I employees when compared to female employees in the same title.

REMEDY: CACI will develop and implement an internal audit and reporting system that periodically measures the effectiveness of its total affirmative action program. Specifically, CACI will conduct a review of its performance management improvement plan and termination processes for Background Investigator I employees to ensure compliance with 41 C.F.R. 60-2.17(d).

IV. Modifications to Employment Practices and Other Relief

1. **Revised Performance Management Improvement Plan and Termination Processes.**
 - a. CACI will evaluate its performance management improvement plan and termination processes for Background Investigator I employees to ensure equal opportunity for all employees, regardless of sex, sexual orientation, gender identity, race/ethnicity, color, national origin, and/or religion, as required by E.O. 11246, as amended.

- b. Within ninety (90) days after the Effective Date of this Agreement, CACI will retain and/or employ a third-party responsible individual or team (hereinafter, Consultant) to conduct a review of its performance management improvement plan and termination processes for Background Investigator I positions. The Consultant will have the relevant educational background and experience to conduct such a review.

The Consultant will evaluate the policies and procedures CACI currently uses as part of its performance management improvement plan and termination processes for Background Investigator I positions. If the Consultant's analysis of the performance management improvement plan and termination processes identifies adverse impact after considering legitimate nondiscriminatory factors, Consultant will work with CACI to identify appropriate revisions to the performance management improvement plan and termination processes.

- c. Within ninety (90) days after the Consultant's completion of their review of CACI's performance management improvement plan and termination processes, the Consultant will train all individuals involved in any way in the performance management improvement plan and termination processes for Background Investigator I employees on any revisions to the performance management improvement plan and termination processes or policies, and the Consultant will also provide training to ensure compliance with CACI's nondiscrimination and equal employment obligations in all aspects of the performance management improvement plan and termination processes.
- d. CACI will spend no less than \$36,162.23 to compensate the Consultant and train all individuals involved in any way in the performance management improvement plan and termination processes for Background Investigator I positions as specified in Section IV of this Agreement.
- e. CACI will ensure that all decisions are documented at each step in the performance management improvement plan and termination processes and that documents are retained in accordance with 41 C.F.R. 60-1.12(a) and 60-3.

V. OFCCP Monitoring Period

1. **Recordkeeping.** CACI agrees to retain all records relating to the Background I position relevant to the violations cited in Sections III and the reports submitted in compliance with Paragraph 2 below. These records include underlying data and information such as Human Resources Information System (HRIS) data, performance improvement plans, performance reviews, 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 one report on December 31, 2023. CACI will submit the report to OFCCP-MA@dol.gov.

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 CACI believes the reports should remain confidential under Exemption 4 of 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 to the maximum extent permitted by law treat any such documents received as confidential documents.

b. **Report on Modifications to Personnel Practices.** In the Progress Report CACI will report on any modifications to its performance management improvement plan and termination processes made to date pursuant to the Agreement and provide documentation of its compliance with the remedy provisions of this Agreement. The report must include:

- i. The results of the Consultant's review of CACI's performance management improvement plan and termination processes for Background Investigator I positions, including the date(s), a description, and the results of the analysis.
- ii. The results of the Consultant's adverse impact analysis conducted on CACI's performance management improvement plan and termination processes for Background Investigator I positions.
- iii. Documentation of any revisions to CACI's performance management improvement plan and termination processes and policies.

c. **Report on Training.** In the Progress Report, CACI will provide the following:

- i. The name of the Consultant and documentation of their relevant educational background and experience to conduct the review and training identified in Part IV of this Agreement.
- ii. Documentation of the training the Consultant provided to all individuals involved in any way in the performance management improvement plan and termination process for Background Investigator I employees on any revisions to the performance management improvement plan and termination processes or policies and compliance with CACI's non-discrimination and equal employment obligations. This documentation will include, but is not limited to, the date(s) of the training, course name, description and content of the training program, training log, attendees' names and job titles, and copies of sign-in sheets.
- ii. Documentation that CACI spent at least \$36,162.23 on the review and revision of its performance management improvement plan and termination processes and training of all individuals involved in any way in the performance management improvement plan and termination processes for Background Investigator I positions

d. Report on Technical Violations. In the Progress Report, CACI will provide the following:

- i. The Consultant's report detailing how they performed in-depth analysis of CACI's total employment process to determine whether and where impediments to equal employment opportunity exist, as required by 41 C.F.R. 60-2.17(b).
- ii. The Consultant's report detailing how CACI developed and implemented an auditing system that periodically measures the effectiveness of its total affirmative action program, as required by 41 C.F.R. 60-2.17(d).

3. Close of Monitoring Period and Termination of Agreement.

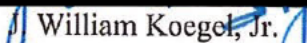
This Agreement shall remain in effect until the monitoring period is completed. The monitoring period will close once OFCCP accepts CACI's final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify CACI in writing within sixty (60) days of the date of the final progress 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.

VI. SIGNATURES

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


This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and CACI Premier Technology Inc., 14111 Park Meadow Drive, Chantilly, VA 20151-2218.

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

 William Koegel, Jr.
Executive Vice President, General Counsel & Secretary
CACI Premier Technology Inc.
Chantilly, VA 20151-2218

DATE: 24 October 2022

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

 Samuel B. Maiden
Regional Director
Mid-Atlantic Region

DATE: 25 October 2022