

**Conciliation Agreement**  
**Between the United States Department of Labor**  
**Office of Federal Contract Compliance Programs**  
**And**  
**Aero Simulation, Inc.**  
**4450 East Adamo Drive, Suite 501**  
**Tampa, Florida 33605-5941**

**PART I: General Provisions**

1. This Agreement is between the Office of Federal Contract Compliance Programs (hereinafter OFCCP) and Aero Simulation, Inc. (hereinafter ASI).
2. The violation identified in this Agreement was found during a compliance evaluation of ASI at its establishment located at 4450 East Adamo Drive, Tampa, Florida, which began on May 20, 2011, and it was specified in a Notice of Violation issued October 1, 2012. OFCCP alleges that ASI 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 ASI of any violation of Executive Order 11246, as amended and its implementing regulations.
4. The provisions of this Agreement will become part of ASI's affirmative action program (AAP). Subject to the performance by ASI of all promises and representations contained herein and in its AAP, all named violations in regard to the compliance of ASI with all OFCCP programs will be deemed resolved. However, ASI 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. ASI 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 ASI's compliance. ASI shall permit access to its premises during normal business hours for these purposes.
6. Nothing herein is intended to relieve ASI 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. ASI 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

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- 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 District Director for OFCCP, unless the District Director or 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 ASI has violated any portion of this Agreement during the term of this Agreement, ASI 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 ASI 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 ASI has violated this Conciliation Agreement, OFCCP may seek enforcement of this Agreement itself and shall not be required to present proof of the underlying violation resolved by this Agreement.

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

**PART II: Specific Provisions**

**VIOLATION:** Compensation data provided by ASI for employees as of January 7, 2011, revealed that ASI provided lower compensation to one minority employee than to a similarly situated nonminority employee in the (6), (7)(C) job title. Time with ASI, time in current job, experience, education and performance did not explain the disparities in compensation. Accordingly, OFCCP finds that ASI discriminated against one minority (6), (7)(C), who was paid less than one nonminority comparator because of race, in violation of 41 CFR 60-1.4(a)(1).

**REMEDY:** ASI will:

- a. increase the annual salary of (6), (7)(C) by \$6,785.60 to \$76,840.00 for the period January 24, 2011 to May 1, 2012;
- b. ensure that (6), (7)(C) annual salary for the period May 2, 2012 to May 1, 2013 is no lower than that of his nonminority comparator;
- c. provide (6), (7)(C) with \$13,241.67 in back pay, \$602.84 in interest and \$1,650.20 in benefits, totaling \$15,494.71;
- d. prevent retaliation, harassment, and any other form of reprisal or other adverse action against (6), (7)(C) in connection with the terms of this Remedy;
- e. review ASI's compensation system and eliminate those policies or practices that led to the discrimination;

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- f. provide training on its equal opportunity programs for persons involved in determining compensation rates to employees within 90 days of the District Director's signature on this Agreement;
- g. take action to ensure this violation ceases and does not recur; and
- h. pay (6), (7)(C) monetary remedy in a lump sum, less deductions required by law within 90 days, but no sooner than 45 days, from the date this Agreement is signed by the District Director, OFCCP. This payment will be reduced by withholdings for federal income tax, state, and/or local income tax, and (6), (7)(C) share of FICA. (6), (7)(C) shall receive an IRS Form W-2 for his share of the back pay and benefits and an IRS Form 1099 for his share of the interest amount.

**FUTURE CONDUCT:** ASI will not repeat the above violation.

**PART III: Reporting**

ASI will submit **two reports**, as stated below, to District Director—Orlando, United States Department of Labor, Office of Federal Contract Compliance Programs, 1001 Executive Center Drive, Suite 100, Orlando, Florida 32803; Attention: (7)(C), (7)(E), Compliance Officer.

The **first report** shall be due 90 days after the date on which the District Director, OFCCP signs this Agreement. The first report shall contain the following:

1. Copies of personnel forms that confirm adjustments made to (6), (7)(C) salaries for the period of January 24, 2011 to May 1, 2012, and that such adjustments produce an annual salary for (6), (7)(C) that is no lower than the salary afforded to (6), (7)(C) nonminority (6), (7)(C) comparator;
2. Evidence of back pay and interest monies disbursed to (6), (7)(C), as well as the contributions made to his pension accounts, including copies of the cancelled check(s) and pay slip(s) showing the gross amount and legal deductions;
3. Results of ASI's review of its compensation system, to include findings, additional equity adjustments and back pay, if any; and

The **second report** shall cover the 12-month period beginning October 1, 2012 through September 30, 2013, and shall be due October 31, 2013. The second report shall contain the following:

1. The results of ASI's annual review of its compensation system, including findings, additional equity adjustments and back pay, if any; and
2. Documentation of training that ASI provided on its equal employment opportunity programs for all persons involved in determining compensation amounts paid to ASI employees.

**TERMINATION DATE:** This Agreement will expire 90 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 ASI that ASI has satisfied its reporting requirements, whichever occurs earlier, unless OFCCP notifies ASI in writing prior to the end of the 90-day period that ASI has not satisfied its reporting requirements pursuant to this Agreement.

**INTEGRATION CLAUSE:** This Agreement represents the full Agreement between ASI and

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OFCCP and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither ASI 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 Aero Simulation, Inc. personally warrants that he is fully authorized to do so, that Aero Simulation, 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 Aero Simulation, Inc. This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Aero Simulation, Inc.

Date: 10/14/12

(6), (7)(C)

C. Michael McCarthy  
President  
Aero Simulation, Inc.  
4450 East Adamo Drive Suite 501  
Tampa, Florida

Date: 10/16/12

(6), (7)(C), (7)(E)

Compliance Officer—Orlando  
Office of Federal Contract Compliance  
Programs

Date: 10/24/12

(6), (7)(C)

Jacqueline Ortiz-Baerga  
Assistant District Director—Orlando  
Office of Federal Contract Compliance  
Programs

Date: 10/26/12

(6), (7)(C)

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