

**U.S. Department of Labor**

Office of Federal Contract Compliance Programs  
Mid-Atlantic Regional Office  
The Curtis Center – Suite 200 East  
170 South Independence Mall, West  
Philadelphia, Pennsylvania 19106-3317



Telephone No: (215) 861-5765  
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**CONCILIATION AGREEMENT  
BETWEEN  
THE U.S. DEPARTMENT OF LABOR  
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS  
AND  
CIRCLE SOLUTIONS, INC.  
8280 GREENSBORO DRIVE  
SUITE 300  
MCLEAN, VA 22102  
OFCCP CASE NO. R00156483**

**PART I: General Provisions**

1. This Agreement is between the Office of Federal Contract Compliance Programs (hereinafter OFCCP) and Circle Solutions, Inc., 8280 Greensboro Drive, Suite 300, McLean, VA 22102 (hereinafter Circle Solutions).
2. The alleged violations identified in this Agreement were found during a compliance review of Circle Solutions, which began on December 17, 2009, and they were specified in the Notice of Violations issued August 12, 2011. OFCCP alleges that Circle Solutions has violated Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212) and the implementing regulations at 41 CFR Chapter 60 due to the specific alleged violations cited in Part II below.
3. This Agreement does not constitute an admission by Circle Solutions of any violation of the Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212) and implementing regulations at 41 CFR Part 60.
4. The provisions of this Agreement will become part of Circle Solutions' Affirmative Action Program (AAP). Subject to the performance by Circle Solutions of all promises and representations contained herein and in its AAP, all alleged violations in regard to the compliance of Circle Solutions with all OFCCP programs will be deemed resolved. However, Circle Solutions 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. Circle Solutions 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 Circle Solution's compliance. Circle Solutions shall permit access to its premises during normal business hours for these purposes.
6. Nothing herein is intended to relieve Circle Solutions from the obligation to comply with the requirements of the Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and 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. Circle Solutions 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 participated in any manner in any proceedings under Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and 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 Deputy Assistant Secretary, 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 Circle Solutions has violated any portion of this Agreement during the term of this Agreement; Circle Solutions will be promptly notified of that fact in writing. This notification shall include a statement of the facts and circumstances relied upon in forming that belief. In addition, the notification will provide Circle Solutions 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 Circle Solutions has violated this Conciliation Agreement, OFCCP may seek enforcement of this Agreement itself and shall not be required to present proof of the underlying violations resolved by this Agreement.

Liability for violation of this Agreement may subject Circle Solutions to sanctions set forth in Section 209 of the Executive Order 11246, as amended, 41 CFR 60-250.66, 41 CFR 60-300.66 and 41 CFR 60-741.66 and/or other appropriate relief.



## **PART II: Specific Provisions**

1. **ALLEGED VIOLATION:** During the review period of March 1, 2009 through February 28, 2010, OFCCP alleges that Circle Solutions failed to take affirmative action and provide equal employment opportunity to Asian employees with regard to compensation. Specifically, Circle Solutions compensated two Asian (b) (7) (c) (b) (7) (c) lower wages than non-Asian (b) (7) (c) (b) (7) (c) OFCCP asserts that this is a violation of 41 CFR 60-1.4(a) (1).

**REMEDY:** Circle Solutions will immediately implement the following:

- A. **Compensation Procedures:** Circle Solutions agrees to immediately stop using the compensation procedures that resulted in adverse impact against two Asian (b) (7) (c) and to evaluate, continue to modify and/or revise as necessary its compensation procedures in order to eliminate any pay disparity in the (b) (7) (c) position. Circle Solutions agrees to ensure that all stages of the newly developed compensation procedures will be in compliance with 41 CFR 60-3, the Uniform Guidelines on Employee Selection Procedures.
- B. **Training:** Circle Solutions will commit to continue on a periodic basis to provide equal employment opportunity training to its human resource personnel, managers and supervisors who make compensation decisions. Within one hundred and eighty (180) days from the Effective Date of this Agreement (the Effective Date being the date of the Regional Director's signature), Circle Solutions agrees to develop, implement, and maintain documentation of the criteria to be used for each step of the compensation process for (b) (7) (c) positions.

Circle commits an amount of \$15,000.00 to provide training for managers and supervisors responsible for making compensation determinations such amount to include consulting fees and value of managerial time. Circle Solutions agrees to provide OFCCP information with regard to its expenses in connection with providing such training.

- C. **Compensation Adjustments:** OFCCP recognizes Circle Solutions has between May 1, 2009 and the current date adjusted the compensation of the two Asian (b) (7) (c) (b) (7) (c) and (b) (7) (c) to include, but not limited to, salaries and bonuses in the amount of \$35,166. OFCCP agrees that there currently are no pay disparities among (b) (7) (c) and is not requesting any adjustments in current compensation.

Circle Solutions will pay the following:

- To (b) (7) (c) the amount of \$573.66, plus interest in the amount of \$61.62, less deductions. Interest rates were calculated using the Internal Revenue Service's underpayment formula.

- To (b) (7) (c) the amount of \$4,989.53, plus interest in the amount of \$280.71, less deductions. Interest rates were calculated using the Internal Revenue Service's underpayment formula.
- Such payment will be in the form of a check to the identified employees.

2. **ALLEGED VIOLATION:** OFCCP alleges that during the period of March 1, 2008 through February 28, 2010, Circle Solutions failed to retain and preserve complete and accurate personnel and employment records in accordance with the requirements of 41 CFR 60-1.12(a), 41 CFR 60-1.12(e). Specifically, Circle Solutions did not retain or preserve documentation fully detailing the reasons for each compensation decision.

**REMEDY:** Circle Solutions will ensure that its personnel and employment records are collected and maintained in accordance with the requirements of 41 CFR 60-1 and 41 CFR 60-3. In addition, Circle Solutions will retain all records pertinent to the alleged violations reflected in this Conciliation Agreement and the reports submitted under it, including the underlying data/information upon which the reports are based. Circle Solutions will develop, implement, and maintain documentation of the criteria to be used for each step of the compensation process for (b) (7) (c).

3. **ALLEGED VIOLATION:** OFCCP alleges that during the period of March 1, 2009 through February 28, 2010, Circle Solutions failed to develop and implement an internal audit and reporting system that periodically measures the effectiveness of its total Affirmative Action Program. Specifically, OFCCP alleges that Circle Solutions failed to monitor the compensation of its (b) (7) (c) to ensure that Asian (b) (7) (c) were not discriminated against with regard to their compensation. OFCCP asserts that this is a violation of 41 CFR 60-2.17(d)(1)-(4).

**REMEDY:** Circle Solutions will implement an internal auditing and reporting system to measure the effectiveness of its total Affirmative Action Program to include auditing and reporting of its compensation practices as they impact all employees as required by 41 CFR 60-2.17(d)(1)-(4).

4. **ALLEGED VIOLATION:** OFCCP alleges that during the period of March 1, 2009 through February 28, 2010, Circle Solutions failed to perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity existed. Specifically, OFCCP alleges that Circle Solutions failed to analyze its compensation system to determine whether there were race or ethnicity-based disparities. OFCCP asserts that this is a violation of 41 CFR 60-2.17(b)(3).

**REMEDY:** Circle Solutions will perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist. Circle Solutions will analyze its compensation system as part of its in-depth analyses to determine whether race or ethnicity-based disparities exist.

5. **ALLEGED VIOLATION:** During the period of March 1, 2008 through February 28, 2010, Circle Solutions failed to establish placement goals for its Clerk job group at least



equal to the availability figure derived for women as appropriate for that job group. This is a violation of 41 CFR 60-2.15(b) and 41 CFR 60-2.16(c).

**REMEDY:** Circle Solutions will compare the percentage of women in the Clerk job group with the availability for that job group determined pursuant to 41 CFR 60-2.14. If the percentage of women employed in the Clerk job group remains less than would be reasonably expected given their availability, Circle will establish placement goals to remedy such underutilization in accordance with 41 CFR 60-2.16.

6. **ALLEGED VIOLATION:** During the period of March 1, 2008 through February 28, 2010, Circle Solutions did not undertake appropriate outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified females as required by 41 CFR 60-2.17(c). Specifically, Circle Solutions did not provide documentation that demonstrate good faith efforts taken to recruit qualified female applicants for Clerk positions.

**REMEDY:** Circle Solutions will undertake appropriate outreach and positive recruitment activities designed to recruit females for open clerk positions. Circle Solutions will solicit the assistance and support of the following organizations by sending their job vacancy announcements to the following agency, or equivalent agencies:

Business and Professional Women's Foundation  
1718 M Street NW, #148  
Washington, DC 20036

7. **ALLEGED VIOLATION:** During the period of March 1, 2008 through February 28, 2010, OFCCP alleges that Circle Solutions did not undertake outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified special disabled veterans, veterans of the Vietnam Era, recently separated veterans, Armed Forces service medal veterans, other protected veterans and qualified individuals with disabilities as required by 41 CFR 60-250.44(f), 41 CFR 60-300.44(f), and 41 CFR 60-741.44(f). Specifically, Circle Solutions did not provide documentation that it sent job vacancy announcements to recruitment sources for special disabled veterans, covered veterans or qualified individuals with disabilities. In addition, Circle Solutions did not provide evidence that it sent written notification of its affirmative action policy to all subcontractors, vendors and suppliers, requesting appropriate action on their part.

**REMEDY:** Circle Solutions will undertake appropriate outreach and positive recruitment activities designed to recruit covered veterans, qualified special disabled veterans and qualified individuals with disabilities. Circle Solutions will solicit the assistance and support of the following organizations by sending their job vacancy announcements to the following, or equivalent, agencies:

Falls Church Skill Source Center  
6245 Leesburg Pike, Suite 315  
Falls Church, VA 22044  
703-533-5400

(b) (7) (c)

Prince William Workforce Center

(b) (7) (c)

13370 Minnieville Road

Woodbridge, VA 22192

(b) (7) (c)

National Council on Disability

1331 F. Street, NW, Suite 850

Washington DC 20004

202-272-2004

(b) (7) (c)

In addition, Circle Solutions will preserve documentation that it sent written notification of its affirmative action policy to all subcontractors, vendors and suppliers, requesting appropriate action on their part.

8. **ALLEGED VIOLATION:** During the period of March 1, 2008 through February 28, 2010, Circle Solutions did not list all employment openings at its McLean, Virginia establishment that were not executive and top management, were not filled within Circle Solution's organization and were not positions lasting three days or less, with the local employment service office of the state employment security agency. This is a violation of 41 CFR 60-250.5(a)(2)-(6) and 41 CFR 60-300.5(a)(2)-(6).

**REMEDY:** Circle Solutions will list all employment openings at its McLean, Virginia establishment at an appropriate local employment service office of the state employment security agency wherein the openings occur, as required by Paragraphs 2 through 6 of the Equal Opportunity Clause at 41 CFR 60-250.5(a) and 41 CFR 60-300.5(a). Specifically, Circle Solutions agrees to list employment openings at its McLean, Virginia establishment with the following employment service office of Arlington Employment Center:

(b) (7) (c)

Executive Director

Arlington Employment Center

2100 Washington Boulevard, 1st Floor

Arlington VA 22204

(703) 228-1400

Email: jobseeker@arlingtonva.us

#### **FUTURE CONDUCT:**

Circle Solutions affirms that it is deeply committed to a diverse workplace as evidenced by its AAP submission, and commits that the above violations will not occur.



### **PART III: Reporting**

In order for OFCCP to monitor Circle Solution's progress toward fulfilling the provisions of this Agreement, Circle Solutions shall submit the specific reports identified below.

Circle Solutions shall send each report to:

U. S. Department of Labor  
Office of Federal Contract Compliance Programs  
Mid-Atlantic Regional Office  
Curtis Center – Suite 200 East  
170 South Independence Mall, West  
Philadelphia, Pennsylvania 19106-3317  
Attn: Compliance Officer (b) (7) (c)

**Report 1 is due thirty (30) days** from the Effective Date of this Agreement and will include:

- Documentation of payments to the two Asian employees in the (b) (7) (c) position as specified in subparagraph D. of the Remedy to the Alleged Violation 1. The documentation will include copies of the checks disbursed by Circle Solutions to (b) (7) (c) and (b) (7) (c) or other equivalent documentation verifying that each of the two Asian (b) (7) (c) was paid.

**Report 2 is due September 30, 2012** and will cover the review period of March 1, 2012 through August 31, 2012 to include the following:

- Documentation that Circle Solutions provided training to its human resource managers and other employees who participate in compensation decision making. This documentation will identify the following:
  - Time and place of the training;
  - Name and job title of the trainers and personnel attending the training;
  - Subject matter discussed relative to company's compensation system.
- Documentation of Circle Solution's compensation policies and procedures for (b) (7) (c) including but not limited to all steps in the compensation process, promotions, bonuses, and other related processes and procedures as required by 41 CFR Part 60.
- Documentation on the implementation of an internal auditing and reporting system used to measure the effectiveness of its compensation practices, as they impact employees.

**Report 3 is due March 31, 2013** and will cover the review period of September 1, 2012 through February 28, 2013.

**Report 4 is due September 30, 2013** and will cover the review period of March 1, 2013 through August 31, 2013.

**Report 5 is due March 31, 2014** and will cover the review period of September 1, 2013 through February 28, 2014.

**Reports 2 through 5** will contain the following:

- Documentation of Circle Solution's good faith efforts to expand employment opportunities, and produce measurable results for females and minorities, including outreach and recruitment actions with the organizations identified in this Agreement, among others; and to the extent such information is ascertainable, a report on the number of referrals/responses by gender and race/ethnicity, and information regarding the disposition of the referrals.
- Documentation of Circle Solution's outreach and positive recruitment activities designed to recruit persons with disabilities, special disabled veterans, Vietnam Era veterans, recently separated veterans and other protected veterans; along with a report to the extent such information is ascertainable, on the number of referrals/responses and the number of hires, providing for the hires, to the extent known, the number of Vietnam Era and other veterans covered by OFCCP's regulation.
- Provide annualized compensation data (wages, salaries, commissions, and bonuses) by either salary range, rate, grade, or level showing total number of employees by race and gender and total compensation by race and gender.

Circle Solutions will retain all records pertinent to the alleged violations encompassed 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 shall be sixty (60) days from the submission 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**

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Circle Solutions Inc. located at 8280 Greensboro Drive, Suite 300, McLean, VA 22102.

(b) (7) (c)

KRISTINA M. LEWIS  
President  
Circle Solutions, Inc.

(b) (7) (c)

MICHELE HODGE  
Regional Director for OFCCP  
OFCCP Mid-Atlantic Regional Office

DATE: Dec 22, 2011

DATE: 12/27/11

(b) (7) (e)

Compliance Officer  
OFCCP Mid-Atlantic Regional Office

(b) (7) (e)

Sr. Compliance Officer  
OFCCP Mid-Atlantic Regional Office

DATE: Dec 27 2011

DATE: 12-27-11