

Conciliation Agreement
Between the United States Department of Labor
Office of Federal Contract Compliance Programs
And
Jacobs Technology Inc.
600 William Northern Blvd. P.O. Box 884
Tullahoma, Tennessee 37388

PART I: General Provisions

- ~~1. This Agreement is between the Office of Federal Contract Compliance Programs (hereinafter OFCCP) and Jacobs Technology Inc. (hereinafter, Jacobs).~~
2. The violation identified in this Agreement was found during a compliance evaluation of Jacobs at its establishment located at 5401 W. Kennedy Blvd., Suite 900, Tampa, Florida, which began on February 19, 2009, and it was specified in a Notice of Violation issued March 2, 2011. OFCCP alleges that Jacobs 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 Jacobs of any violation of Executive Order 11246, as amended and its implementing regulations.
4. The provisions of this Agreement will become part of Jacobs's affirmative action program (AAP). Subject to the performance by Jacobs of all promises and representations contained herein and in its AAP, all named violations in regard to the compliance of Jacobs with all OFCCP programs will be deemed resolved. However, Jacobs 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. Jacobs 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 Jacobs's compliance. Jacobs shall permit access to its premises during normal business hours for these purposes.
6. Nothing herein is intended to relieve Jacobs 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. Jacobs 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 Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212).

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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 Regional 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 Jacobs has violated any portion of this Agreement during the term of this Agreement, Jacobs 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 Jacobs 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 Jacobs 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 Jacobs 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 Jacobs for employees as of December 31, 2008, revealed that Jacobs provided lower compensation to one female employee than to similarly situated male employees in the (b) (7)(C) job title. Cohort Analysis of incumbents holding the (b) (7)(C) position found disparity in compensation adverse to one female employee not justified by their qualification in comparison with favored group male comparators.

In view of the above, OFCCP finds that Jacobs Technology Inc. has discriminated against one female employee in the (b) (7)(C) job title because of her gender in violation of 41 CFR 60-1.4(a)(1).

REMEDY: Although Jacobs affirms that this disparity in pay was unintentional, Jacobs will adjust the pay rate of (b) (7)(C) (b) (4), (b) (7)(C)

On June 29, 2009, Jacobs adjusted (b) (7)(C) salary by (b) (7)(C). Additionally, Jacobs will disburse \$6,113.99 in back pay, \$496.48 in interest, and \$67.57 in benefits, totaling \$6,678.04 to (b) (7)(C). The money will be paid to (b) (7)(C) in a lump sum, less appropriate legal deductions. This payment will be reduced by withholdings for federal income tax, state, and/or local income tax, and (b) (7)(C) share of FICA. (b) (7)(C) shall receive an IRS Form W-2 for her share of the back pay and benefits and an IRS Form 1099 for her share of the interest amount.

Jacobs will not retaliate, harass, or engage in any form of reprisal or other adverse action against

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against (b) (7)(C) based on or in relation to the terms or provisions of this Remedy.

Within 90 days of the District Director's signature on this Agreement, Jacobs will provide training on its equal employment opportunity programs for all persons involved in determining compensation amounts paid to Jacobs's employees. Jacobs will update this training annually.

Jacobs will immediately review and revise, as appropriate, its compensation system to ensure that this violation ceases. In addition, Jacobs will review at least annually and revise, as needed, its compensation system to ensure that this violation does not recur.

FUTURE CONDUCT: Jacobs will not repeat the above violation.

PART III: Reporting

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

The **first report** shall be due 120 days after the date this Agreement is signed by the District Director, OFCCP. The first report shall consist of the following:

1. Copies of personnel forms confirming salary adjustments made to (b) (7)(C)
2. Evidence of back pay monies disbursed to (b) (7)(C) and 401K contributions, including copies of the cancelled checks and pay slips showing the gross amount and legal deductions;
3. Results of Jacobs's review of its compensation system, to include findings, additional equity adjustments and back pay, if any; and
4. Documentation of training that Jacobs provided on its equal employment opportunity programs for all persons involved in determining compensation amounts paid to Jacobs's employees. Documentation of the actual costs incurred in providing the

The **second report** shall be due on December 14, 2011 and will cover the period beginning the day after the conclusion of the period covered by the first report and ending March 14, 2011. This report will detail the results of Jacobs's annual review of its compensation system, including findings, additional equity adjustments and back pay, if any.

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 Jacobs that Jacobs has satisfied its reporting requirements, whichever occurs earlier, unless OFCCP notifies Jacobs in writing prior to the end of the 90-day period that Jacobs has not satisfied its reporting requirements pursuant to this Agreement.

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PART IV: Signatures

The person signing this Conciliation Agreement on behalf of Jacobs Technology, Inc. personally warrants that she is fully authorized to do so, that Jacobs Technology, 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 Jacobs Technology, Inc. This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Jacobs Technology, Inc.

DATE: 14 MAR 11

(b) (7) (c)
[Redacted Signature]

Larry Tellman
General Manager
Jacobs Technology, Inc.
5401 W. Kennedy Blvd, Suite 900
Tampa, Florida 33609

DATE: March 15, 2011

(b) (7) (e)
[Redacted Signature]

Compliance Officer—Orlando
Office of Federal Contract
Compliance Programs

DATE: March 15, 2011

(b) (7) (c)
[Redacted Signature]

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

DATE: 03/16/11

(b) (7) (c)
[Redacted Signature]

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