

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
Aerotek, Inc.
4000 Tulip Drive
Princeton, Indiana 47648

PART I: General Provisions

1. This Agreement is between the U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP), and Aerotek, Inc. ("Aerotek") facility operated within the Toyota Motor Manufacturing Institute ("TMMI") located at 40000 Tulip Drive, Princeton, Indiana 47648.
2. The violations identified in this Agreement were made in a Complaint filed by **6 & 7c** (Complainant) with the OFCCP (OFCCP Complaint No. I00191158), and investigated beginning on June 30, 2014. The Complainant alleges that Aerotek violated Section 503 of the Rehabilitation Act of 1973, as amended; the implementing regulations at 41 CFR Chapter 60; and Title I of the Americans with Disabilities Act of 1990, as amended (ADA), and the Vietnam Era Veterans' Readjustment Act of 1974, as amended, 38 U.S.C. 4212 due to the specific violations cited in Part II below.
3. This Agreement does not constitute an admission by Aerotek of any violation of Section 503 of the Rehabilitation Act of 1973, as amended; the implementing regulations at 41 CFR Chapter 60; and Title I of the Americans with Disabilities Act of 1990, as amended (ADA).
4. The provisions of this Agreement will become part of Aerotek's Affirmative Action Plans for Individuals with Disabilities, and Veterans. Subject of the performance by Aerotek of all promises and representations contained herein and in its AAP(s), all named violations in the Complaint will be deemed resolved with the OFCCP. However, Aerotek 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. Aerotek agrees that OFCCP may review compliance with this Agreement. As part of this 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 compliance at the site. Aerotek shall permit access to its premises during normal business hours for these purposes.
6. Nothing herein is intended to relieve Aerotek from the obligation to comply with the requirements of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212), their implementing regulations, or any other equal employment statute or executive order or its implementing regulations.
7. Aerotek 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/or 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 the signature by the District Director for OFCCP, unless the Regional Director for OFCCP indicates otherwise within 45 calendar days of the District Director's signature on this Agreement.
9. If at any time in the future, OFCCP believes that Aerotek has violated any portion of this Agreement during the term of this Agreement, Aerotek will be promptly notified of that fact in writing, by contacting Dana Baughns, Assistant General Counsel, Aerotek, Inc., 7301 Parkway Drive, Hanover, MD 21076. This notification will include a statement of the facts and circumstances relied upon in forming that belief. In addition, the notification will provide Aerotek with 15 calendar 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 Aerotek 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 Aerotek to sanctions set forth in 41 CFR 60-741.66 (2014) and/or other appropriate relief.

PART II: Specific Provisions

1. **VIOLATION:** The Complainant alleges that Aerotek failed to provide equal employment opportunity to 6 & 7c [REDACTED] (Complainant) by failing to provide reasonable accommodation in his employment on March 19, 2014, and as a result terminating him on June 13, 2014, in violation of 41 CFR 60-741.5(a)1 and 41 CFR 60-741.21(a)(6) (2014).

REMEDY: Aerotek agrees to provide the Complainant a remedy of \$8,606.00, which includes back pay and interest. The payment will be made within 30 days of the execution of this Agreement in a lump sum to the Complainant, less authorized withholding deductions required by law. Aerotek will send the Complainant an appropriate W-2 when it becomes available. Additionally, Aerotek agrees to designate an Aerotek recruiter to assist 7e [REDACTED] in identifying opportunities within Aerotek's commercial contracts, for which he is qualified to apply with or without accommodation, and to which Aerotek will favorably recommend for interview within 30 days of the execution of this agreement. Further, Aerotek will ensure any accommodation required to perform the essential functions of a position he would have been selected to will be favorably considered by Aerotek. Should [REDACTED]

6 & 7c [REDACTED] elect to locate and secure other employment on his own, Aerotek also agrees to provide a neutral reference from Aerotek's third party provider at any future date.

Part III: Reporting

1. Aerotek agrees to submit documentation to OFCCP reflecting payment of the financial settlement within ten business days following the issuance of payment to 6 & 7c [REDACTED] and a copy of the appropriate financial settlement payment record that was sent to 6 & 7c [REDACTED] when it becomes available. Additionally, Aerotek agrees to provide results of the job search assistance and/or placement(s) provided 6 & 7c [REDACTED] such reporting is due no later than 45 days from the date of execution of this agreement.

TERMINATION DATE: This agreement will expire 60 days after OFCCP receives the report required in Part III above or on the date that the District Director gives notice to Aerotek that Aerotek has satisfied its reporting requirements, whichever occurs earlier, unless OFCCP notifies Aerotek in writing prior to the end of the 60-day period that Aerotek has not satisfied its reporting requirements pursuant to this Agreement.

INTEGRATION CLAUSE: This Agreement represents the full Agreement between AEROTEK and the OFCCP and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither Aerotek nor the 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.

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PART IV: Signatures

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

6 & 7c

Dana R. Baughns
Assistant General Counsel
Aerotek, Inc.
Hanover, Maryland

DATE: 11/25/14

6 & 7c

David A. Smith
Assistant District Director
Indianapolis District Office
Midwest Region

DATE: 11.26.14

7e

Compliance Officer
Indianapolis District Office
Midwest Region

DATE: 11/26/14

6 & 7c

Lauren B. Hicks
District Director
Indianapolis District Office
Midwest Region

DATE: 11.26.14