

CONCILIATION AGREEMENT

Between

THE U. S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

and

PATHFINDER OUTREACH SERVICES, INC.
2411 WEST MAIN STREET
JACKSONVILLE, ARKANSAS

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated Pathfinder Outreach Services, Inc.’s (“Pathfinder”) facility located at 2411 West Main Street, Jacksonville, Arkansas, and found that Pathfinder was not in compliance with the Executive Order 11246, as amended (“E.O. 11246”) and its implementing regulations at 41 C.F.R. Section(s) 60-1, 60-2, and 60-3. OFCCP notified Pathfinder of the specific violations found and the corrective actions required in a Notice of Violations on September 16, 2020. In the interest of resolving the violations without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and Pathfinder enter this contract (“Conciliation Agreement” or “Agreement”) and agree to all the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for Pathfinder’s fulfillment of all obligations in Parts III and IV of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503, and VEVRAA based on the violations described in more detail in Part III below. However, OFCCP has the right to initiate legal proceedings to enforce the Agreement itself or to correct and obtain relief for the violations described in Part III if Pathfinder violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Pathfinder agrees that OFCCP may review its compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Pathfinder will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.

3. Pathfinder understands that nothing in this Agreement relieves Pathfinder of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, and other applicable equal employment laws.
4. Pathfinder promises not to harass, intimidate, threaten, discriminate, or otherwise retaliate against any individual because the individual: benefits from this Agreement, files a complaint or participates in any investigation or proceeding under E.O. 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 C.F.R. 60-1.32(a).
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This document and its attachments contain the complete and final understanding of the parties with respect to the matters referenced herein. This Agreement contains all terms by which the parties are bound and it supersedes all prior written or oral negotiations and agreements. There will be no modifications or amendments to this Agreement unless they are in writing, signed by all parties.
7. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
8. This Agreement becomes effective on the day it is signed by the District Director of the Dallas District Office in the Southwest and Rocky Mountain Region (the "Effective Date").
9. This Agreement will expire sixty (60) days after Pathfinder submits the final progress report required in Part IV (D), below, unless OFCCP notifies Pathfinder in writing prior to the expiration date that Pathfinder has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines Pathfinder has met all of its obligations under the Agreement.
10. If Pathfinder violates this Conciliation Agreement,
 - A. The procedures set forth at 41 C.F.R. 60-1.34 will govern:
 - 1) If OFCCP believes that Pathfinder violated any term of the Agreement while it was in effect, OFCCP will send Pathfinder a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) Pathfinder will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Conciliation Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
 - 3) If Pathfinder 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.
 - 4) OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.

B. Pathfinder may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-741.66, or 41 C.F.R. 60-300.66 and/or other appropriate relief for violation of this Agreement.

11. This Agreement does not constitute an admission by Pathfinder of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that Pathfinder violated any laws.

PART III. SPECIFIC VIOLATIONS AND REMEDIES

1. **VIOLATION:** OFCCP found that Pathfinder failed to preserve personnel or employment records in accordance with the requirements of 41 C.F.R. 60-1.12, 60-3.4, and 60-3.15. Specifically during the period of July 01, 2017 through June 30, 2019, Pathfinder failed to track and/or preserve and make available for inspection complete and accurate personnel support data which includes applicant, hires, promotion, and termination activity. Additionally, Pathfinder did not utilize the applicant tracking system accurately as applicants considered for positions were not tracked unless the applicants reached the interview stage of the process.

REMEDY: Pathfinder will ensure that its records are collected and maintained in accordance with the requirements of 41 C.F.R. 60-1.12, 60-3.4 and 60-3.15.

2. **VIOLATION:** During the Affirmative Action Program (“AAP”) period of July 1, 2018 through June 30, 2019, Pathfinder failed to prepare and maintain a written AAP for the establishment located at 2411 West Main Street, Jacksonville, Arkansas in violation of Subpart A of the regulations, 41 C.F.R. 60-2. Specifically, Pathfinder submitted a written AAP containing outdated narrative from its 2014-2015 plan.

REMEDY: Pathfinder must prepare and maintain an AAP for women and minorities at each establishment. The AAP shall set forth Pathfinder’s policies and procedures in accordance with 41 C.F.R. 60-2. Pathfinder shall develop and update annually its AAP pursuant to 41 C.F.R. 60-2, and must comply with all obligations set forth in Subpart A of the regulations, 41 C.F.R. 60-2.

3. **VIOLATION:** OFCCP found that during the period of July 1, 2017 to June 30, 2019, Pathfinder failed to conduct adverse impact analyses of the overall selection process and to conduct an adverse impact analysis for each group constituting more than 2% of the labor force or 2% of the applicable workforce, in accordance with 41 C.F.R. 60-3.4 and 41 C.F.R. 60-3.15A.

REMEDY: Pathfinder must conduct adverse impact analyses on at least an annual basis for purposes of determining whether adverse impact exists against applicants based on race, sex, or ethnic groups in hiring, promotion, or termination and other personnel activities. These analyses must be done by job for each group constituting more than 2% of the labor force in the relevant labor area. If adverse impact is identified in the total selection process,

Pathfinder must evaluate each individual component of the selection process for adverse impact. If adverse impact is found to exist in any of the individual components of the selection process, Pathfinder must validate the component(s) in accordance with the Uniform Guidelines on Employee Selection Procedures or utilize selection procedures, which do not result in adverse impact.

PART IV. REPORTS REQUIRED

1. Pathfinder must submit the documents and reports described below to:

LaQuandra S. Adebajo
District Director
U.S. Department of Labor/OFCCP
525. S. Griffin Street, Suite 512
Dallas, Texas 75202

A. Within 60 calendar days of the Effective Date of this Agreement Pathfinder must submit the following:

Pursuant to Violations 2, Pathfinder shall develop and maintain its AAP at each establishment, pursuant to 41 C.F.R. 60-2, and must comply with all obligations set forth in Subpart A of the regulations, 41 C.F.R. 60-2.

B. Pathfinder will submit two semi-annual progress reports. The first progress report shall be due on April 30, 2021 (seven months after the Effective Date of this Agreement) and must cover the period of September 30, 2020 through March 29, 2021 (the six-month period beginning with the Effective Date). The second progress report shall cover the successive six-month period of March 30, 2021 through September 29, 2021, and must be submitted within 30 calendar days after the close of that six-month period, October 29, 2021. Pathfinder will submit the following in each progress report as outlined below:

First Progress Report

- 1) Pursuant to Violation 2 in Part III of the Agreement, for the establishment scheduled, Pathfinder shall provide a copy of its Affirmative Action Program (AAP) as required by 41 C.F.R. 60-2;
- 2) Pursuant to Violations 1 & 3 in Part III of the Agreement, for each job group, job title and/or requisition during the reporting period, the total number of all jobseekers, applicants, hires and rehires and the breakdown by race, gender, ethnic group, veteran status and disability status, including all full-time, temporary, part time, seasonal, contract employees and employees acquired through contract procurement as required by of 41 C.F.R. 60-1.12, 60-3.4, and 60-3.15;

- 3) The results of an analysis as to whether the total selection process has adverse impact, as defined in 41 C.F.R. 60-3.4D, on those members of groups set forth in 41 C.F.R. 60-3.4B;
- 4) For each case where the total selection process has an adverse impact, as defined in 41 CFR 60-3.4D, the results of Pathfinder's evaluation of the individual components of the selection process for adverse impact; and
- 5) The actions taken by Pathfinder upon determining that any component of the selection process has an adverse impact on members of groups set forth in the paragraph above.

Second Progress Report

- 6) Pursuant to Violations 1 & 3 in Part III of the Agreement, for each job group, job title and/or requisition during the reporting period, the total number of all jobseekers, applicants, hires and rehires and the breakdown by race, gender, ethnic group, veteran status and disability status, including all full-time, temporary, part time, seasonal, contract employees and employees acquired through contract procurement as required by of 41 C.F.R. 60-1.12, 60-3.4, and 60-3.15;
- 7) The results of an analysis as to whether the total selection process has adverse impact, as defined in 41 C.F.R. 60-3.4D, on those members of groups set forth in 41 C.F.R. 60-3.4B;
- 8) For each case where the total selection process has an adverse impact, as defined in 41 CFR 60-3.4D, the results of Pathfinder's evaluation of the individual components of the selection process for adverse impact; and
- 9) The actions taken by Pathfinder upon determining that any component of the selection process has an adverse impact on members of groups set forth in the paragraph above;
- 10) With respect to the adverse impact analyses, for all progress reports except the first, Pathfinder shall combine the data for the current report with the data from the previous report(s) to analyze at least a 12-month period. OFCCP may analyze a period longer than 12 months to determine if adverse impact exists.

2. Pathfinder will retain all records and data pertinent to the violations resolved by this Agreement and/or used to prepare required reports until this Agreement expires or as long as required by OFCCP's regulations, whichever date occurs later (or "whichever time period is longer").

Part V. SIGNATURES

This Conciliation Agreement is hereby executed by and between the OFCCP and Pathfinder.

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

Charles Green
Chief Executive Officer
Pathfinder, Inc.

Date: 10/7/20

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

(b) (6), (b) (7)(E)

Compliance Officer
OFCCP

Date: September 30, 2020

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

LaQuandra S. Adebajo
Dallas District Director
OFCCP

Date: September 30, 2020