

**Conciliation Agreement**  
**Between the**  
**U.S. Department of Labor Office of Federal Contract Compliance Programs**  
**And**  
**Kyocera Document Solutions America**  
**225 Sand Road, PO Box 40008**  
**Fairfield, New Jersey 07004**  
**OFCCP Case No. R00301791**

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Kyocera Document Solutions America (Kyocera) establishment located at 225 Sand Road, Fairfield, New Jersey (the “Establishment”), beginning on December 31, 2019. OFCCP found that Kyocera failed to comply with Section 503 of the Rehabilitation Act of 1973 (Section 503), as amended and its implementing regulations at 41 CFR Chapter 60.

OFCCP notified Kyocera of the specific violation(s) and the corrective actions(s) required in a Notice of Violation issued on August 31, 2020.

In the interest of resolving the violation without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and Kyocera enter into this Conciliation Agreement (Agreement) and the parties agree to all the terms therein.

**II. General Terms and Conditions**

1. In exchange for Kyocera's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under Section 503 based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Kyocera violates any provision of this Agreement, as set forth in Paragraph 10 below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review Kyocera's compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the Establishment's premises, interview witnesses, and examine and copy documents. Kyocera will permit access to the Establishment's premises during normal business hours for these purposes provided the Establishment is open and will provide OFCCP with all hard copy or electronic reports and documents it requests, including those specified in this Agreement.

3. Nothing in this Agreement relieves Kyocera of its obligation to fully comply with the requirements of E.O. 11246, Section 503, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (VEVRAA), their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.
4. Kyocera agrees that it will not retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who has provided information or assistance, or who participates in any manner in any proceeding in this matter.
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This Agreement constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding the parties and it supersedes all prior written and oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties. If an administrative error is found, OFCCP will work in good faith with all parties to make the corrections.
7. This Agreement becomes effective on the day it is signed by the District Director.
8. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement will expire sixty (60) days after Kyocera submits its final progress report required in Section IV, below, unless OFCCP notifies Kyocera in writing before the expiration date that Kyocera has failed to fulfill all of its obligations under the Agreement. In this instance, the Agreement is automatically extended until the date that OFCCP determines that Kyocera has met all of its obligations under the Agreement.
10. If Kyocera violates this Agreement:
  - a. The procedures at 41 C.F.R. 60-741.63 will govern:
    - i. OFCCP will send Kyocera a written notice stating the alleged violations and summarizing any supporting evidence.
    - ii. Kyocera shall have fifteen (15) days from receipt of the notice to respond, except in those cases in which such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
    - iii. If Kyocera 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.

- iv. In the event of a breach of this Agreement by Kyocera, OFCCP may elect to proceed to a hearing on the entire case and seek full make-whole relief, and not be limited to the terms agreed to in the Agreement.
  - b. Kyocera may be subject to the sanctions set forth in 41 C.F.R. Part 60-741.66 and other appropriate relief for violating this Agreement.
- 11. Kyocera neither admits nor denies any violation of Section 503, nor has there been an adjudication on the merits regarding any such violation.
- 12. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
- 13. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the United States Department of Labor.
- 14. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.
- 15. All references to “days” in this Agreement are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.

### **III. Technical Violation and Remedy**

**VIOLATION:** During the period August 1, 2018 through July 31, 2019, Kyocera failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified individuals with disabilities, document these activities, assess their effectiveness, and document its review, in violation of 41 CFR 60-741.44(f). Specifically, Kyocera’s Establishment did not enlist the assistance and support of appropriate organizations, which serve qualified individuals with disabilities, in order to fulfill its commitment to provide equal employment opportunity for such individuals.

**REMEDY:** Kyocera will undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified individuals with disabilities, such as those described at 41 CFR 60-741.44(f) (2). Examples of additional types of outreach and positive recruitment activities include, but are not limited to:

- Entering into formal, written relationships with organizations to accomplish specified objectives, such as training, and/or referring job applicants with work experience or job skills that match or are related to existing and anticipated job vacancies;
- Creating internship programs for students with disabilities from local colleges and universities;
- Using the State Vocational Rehabilitation Service Agency (SVRA), State mental health agency, or State developmental disability agency in the area of the contractor's establishment;
- Participating in the Employment One-Stop Career Center (One-Stop) or American Job Center nearest the contractor's establishment;
- Using the entities funded by the Department of Labor that provide recruitment or training services for individuals with disabilities, such as the services currently provided through the Employer Assistance and Resource Network (EARN) (see [www.earnworks.com](http://www.earnworks.com));
- Working with the local disability groups, organizations, or Centers for Independent Living (CIL) near the contractor's establishment;
- Contacting the placement or career offices of educational institutions that specialize in the placement of individuals with disabilities;
- Participating in job fairs targeting qualified individuals with disabilities; and
- Using local disability service organizations or other resources identified by the contractor's existing Employee Resource Group (ERG) on disability to recruit qualified temporary and permanent job candidates.

Additional examples are in the text of the regulations.

Kyocera will annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-741.44(f) (3). Kyocera will document all activities it undertakes to comply with this section, in accordance with 41 CFR 60-741.44(f) (4).

#### **IV. OFCCP Monitoring Period**

1. **Recordkeeping.** Kyocera agrees to retain all records relevant to the violations cited in Section III above and the reports submitted in compliance with Paragraph 2, below. These records include underlying data and information such as Human Resources Information System (HRIS) and payroll data, job applications and personnel records, and any other records or data used to generate the required reports. Kyocera will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

**2. Contractor Reports.**

a. **Schedule and Instructions.** Kyocera agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:

A. **Progress Report 1:** Kyocera's first and only report shall be due April 30, 2021 and will cover the period beginning October 1, 2020 through March 31, 2021.

Kyocera will submit the report to:  
U.S. Department of Labor  
Office of Federal Contract Compliance Programs  
Diamond Head Building  
200 Sheffield Street, Suite 102  
Mountainside, NJ 07092  
ATTN: Compliance Officer (b) (6), (b) (7)(E)

The report will contain the following:

- Documentation of Kyocera's outreach and positive recruitment activities designed to effectively recruit qualified individuals with disabilities for its facility located at the Establishment location.

Kyocera and OFCCP have a common interest in the information being provided in the reports pursuant to this Agreement. To the extent any of the reports Kyocera provides in accordance with this Agreement are customarily kept private or closely-held, and that Kyocera believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Kyocera will provide such reports to OFCCP marked as "Confidential." In the event of a FOIA request, OFCCP will treat any such documents received as confidential documents.

**V. SIGNATURES**

The person signing this Agreement on behalf of Kyocera personally warrants that he is fully authorized to do so, that Kyocera has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on Kyocera.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Kyocera Document Solutions America, 225 Sands Road, P.O. Box 4000, Fairfield, New Jersey.

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

Natalie Cumberbatch  
Vice President of Human Resources  
Kyocera Document Solutions America  
225 Sand Road, PO Box 40008  
Fairfield, NJ 07004

DATE: 11.25.2020

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

Joanne Karayiannidis  
District Director  
OFCCP - New Jersey District Office

DATE: 12.02.2020

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

Kevin Kollgaard  
Assistant District Director  
OFCCP - New Jersey District Office

DATE: 12.02.2020

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

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

Compliance Officer  
OFCCP - New Jersey District Office

DATE: 12.02.2020