

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
CONESYS, INC.

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated CONESYS, INC.'s (CONESYS) establishment located at 2280 208th Street, Torrance, California, beginning on June 2, 2020. OFCCP found that CONESYS failed to comply with Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503) and its implementing regulations at 41 C.F.R. § 60-741.

OFCCP notified CONESYS of the specific violation and the corrective action required in a Notice of Violation (NOV) issued on November 19, 2020.

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

II. General Terms and Conditions

1. In exchange for CONESYS's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under Section 503 based on the violation alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if CONESYS 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 CONESYS's compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. CONESYS will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all hard copy or electronic reports and documents OFCCP requests, including those specified in this Agreement.
3. Nothing in this Agreement relieves CONESYS of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.
4. CONESYS 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 of the Los Angeles District Office (Effective Date).
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 CONESYS submits its final progress report required in Section IV, below, unless OFCCP notifies CONESYS in writing before the expiration date that CONESYS 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 CONESYS has met all of its obligations under the Agreement.
10. If CONESYS violates this Agreement:
 - a. The procedures at 41 C.F.R. § 60-741.63 will govern:
 - i. OFCCP will send CONESYS a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. The CONESYS 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 CONESYS 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 the CONESYS, 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 in the Agreement.
 - b. CONESYS may be subject to the sanctions set forth in 41 C.F.R. § 60-741.66 and/or other appropriate relief for violating this Agreement.

11. CONESYS does not admit any violation of the Executive Order, Section 503 or VEVRAA, 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. Each party shall bear its own fees and expenses with respect to this matter.
15. 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.
16. 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

1. Violation: During the period January 1, 2019 through December 31, 2019, CONESYS failed to annually review the effectiveness of the outreach and recruitment efforts it took over the previous twelve months to identify and recruit qualified individuals with disabilities as required by 41 C.F.R. § 60-741.44(f)(3).

Remedy: CONESYS must annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 C.F.R. § 60-741.44(f)(3). If CONESYS concludes that the totality of its efforts were not effective in identifying and recruiting qualified individuals with disabilities, it shall identify and implement alternative efforts listed in 41 C.F.R. § 60-741.44 (f)(1) or (f)(2).

IV. OFCCP Monitoring Period

1. Recordkeeping. CONESYS agrees to retain all records relevant to the violation 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. CONESYS will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. CONESYS Report.

CONESYS agrees to furnish OFCCP with the following report during the Monitoring Period. Each report will contain the documentation specified according to the dates scheduled:

a. Progress Report: Due on February 1, 2022

Documentation showing that CONESYS has developed and implemented an assessment of its outreach and recruitment activities for individuals with disabilities conducted between January 1, 2021 and December 31, 2021 in accordance with 41 C.F.R. § 60-741.44(f)(3).

CONESYS will submit report to District Director Agnes Huang at (b) (7)(C), (b) (6)@dol.gov. CONESYS 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 CONESYS provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and the CONESYS believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, CONESYS will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify CONESYS of the FOIA request and provide CONESYS an opportunity to object to disclosure. OFCCP will withhold disclosure of such reports to the maximum extent allowable by law.

3. Close of Monitoring Period and Termination of Agreement. This Agreement shall remain in effect until the monitoring period is completed. The monitoring period will close once OFCCP accepts CONESYS's final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify CONESYS in writing within sixty (60) days of the date of the final progress report that CONESYS has not fulfilled all of its obligations under the Agreement, OFCCP will be deemed to have accepted the final report and the Monitoring Period and this Agreement will terminate. If OFCCP notifies CONESYS within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines CONESYS has met all of its obligations under the Agreement.

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and CONESYS, INC., located at 2280 208th Street, Torrance, California.

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

Bob Da Silva
Vice President – Human Resources
CONESYS, INC.

DATE: 12/04/2020

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

Agnes Huang
District Director
OFCCP – Los Angeles District Office

DATE: December 4, 2020