

Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
and  
Career Management Associates  
121 SE Shurfine Drive Suite 4  
Ankeny, IA 50021-5425

**I. PRELIMINARY STATEMENT**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Career Management Associates establishment (hereinafter “CMA”), located at 121 SE Shurfine Drive Suite 4, Ankeny, IA 50021-5425, beginning on October 6, 2020. OFCCP found that Contractor failed to comply with the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (“VEVRAA”) and their respective implementing regulations.

OFCCP notified CMA of the specific violations and the corrective actions required for the facility in a Notice of Violation (NOV) issued on March 26, 2020.

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

**II. GENERAL TERMS AND CONDITIONS**

1. In exchange for CMA’s fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503, and/or VEVRAA based on the violations alleged in the Part III. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if CMA violates any provision of this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review CMA’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. CMA 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 CMA 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. CMA 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, including its attachments, 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.
7. This Agreement becomes effective on the day it is signed by the Regional Director (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 CMA submits its final progress report required in Section IV, below, unless OFCCP notifies CMA in writing before the expiration date that CMA 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 CMA has met all of its obligations under the Agreement.
10. If CMA violates this Agreement:
  - a. The procedures at 41 C.F.R. 60-1.34, 41 C.F.R. 60-300.63, and 41 C.F.R. 60-741.63 will govern:
    - i. OFCCP will send CMA a written notice stating the alleged violations and summarizing any supporting evidence.
    - ii. The CMA 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 CMA 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 CMA, 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. CMA may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27, 41 C.F.R. 60-741.66, or 41 C.F.R. 60-300.66, and/or other appropriate relief for violating this Agreement.

11. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
12. 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.
13. Each party shall bear its own fees and expenses with respect to this matter.
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. SPECIFIC VIOLATIONS AND REMEDIES**

1. **VIOLATION:** During the period August 1, 2019 through July 31, 2020, CMA failed to annually review the effectiveness of the outreach and recruitment efforts it took over the previous twelve months to identify and recruit qualified protected veterans, as required by 41 CFR 60-300.44(f)(3).

**REMEDY:** CMA will annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-300.44(f)(3). If CMA concludes that the totality of its efforts were not effective in identifying and recruiting qualified protected veterans, it shall identify and implement alternative efforts listed in 41 CFR 60-300.44(f)(1) or (f)(2).

2. **VIOLATION:** During the period August 1, 2019 through July 31, 2020, Career Management Associates failed to immediately list all employment openings with either the state workforce agency job bank or a local employment service delivery system serving the location where the openings occurred in violation of 41 CFR 60-300.5(a)2-6.

**REMEDY:** CMA will list all employment openings as they occur with an appropriate employment service delivery system (ESDS) (either the state workforce agency job bank or a local ESDS) where the openings occur, in a manner and format that will allow the ESDS to provide priority referrals of protected veterans to CMA, as required by 41 CFR 60-300.5(a) 2-6. With its initial listing, and as subsequently needed to update the information, CMA must also advise the employment service delivery system that it is a federal contractor that desires priority referrals of protected veterans for job openings at all

locations within the state, and provide the employment service delivery system with the name and address of each of its hiring locations within the state and the contact information for the contractor official responsible for hiring at each location, in accordance with 41 CFR 60-300.5(a)4. Should any of the information in the disclosures change since it was last reported to the ESDS, CMA shall provide updated information simultaneously with its next job listing.

3. **VIOLATION:** During the period August 1, 2019 through July 31, 2020, CMA failed to invite applicants for employment, after an offer of employment but before applicants begin their job duties, to voluntarily inform it whether the applicant believes that he or she is a protected veteran in violation of 41 CFR 60-300.42(b)

**REMEDY:** CMA will invite applicants to inform it whether the applicant believes that he or she is a veteran protected by VEVRAA, as required by 41 CFR 60-300.42. More specifically, CMA shall invite applicants for employment, prior to an offer of employment, to voluntarily identify as a protected veteran. Additionally, CMA shall invite applicants for employment, after an offer of employment but before applicants begin their job duties, to voluntarily inform it whether the applicant believes that he or she is a protected veteran. CMA may invite the applicant to also indicate if he or she belongs to one or more of the specific categories of protected veterans, as defined by 41 CFR 60-300.2(q). All invitations to self-identify as a protected veteran must comply with the requirements of 41 CFR 60-300.42(c). CMA must keep all self-identification information confidential and maintain it in a separate data analysis file, rather than in its personnel or medical files, in accordance with 41 CFR 60-300.42(e).

#### **IV. REPORTS REQUIRED**

##### **1. Contractor Reports**

CMA will submit two (2) progress reports covering two distinct 12-month periods, consistent with the establishment's AAP plan year, as follows:

- a. Progress Report 1 will cover from the Effective Date to July 31, 2021
- b. Progress Report 2 will cover August 1, 2021 to July 31, 2022

The progress reports shall be due thirty (30) days after the close of each reporting period and will include:

- 1) Pursuant to Violation 1, a description and documentation of each outreach activity/effort targeted to recruit protected veterans taken by CMA during the reporting period as well as documentation of CMA's annual review of its outreach and recruitment activities, including the assessment of the effectiveness of each effort as well as a conclusion of the totality of its efforts. If CMA concludes that the totality of its efforts were not effective in identifying and recruiting qualified protected veterans, include the alternative efforts implemented.
- 2) Pursuant to Violation 2, evidence of actual job postings that CMA has listed all employment openings as they occur with an appropriate employment service

delivery system (ESDS) (either the state workforce agency job bank or a local ESDS) where the openings occur, in a manner and format that will allow the ESDS to provide priority referrals of protected veterans to CMA, in accordance with 41 CFR 60-300.5(a) 2-6.

- 3) Pursuant to Violation 3, evidence that CMA has invited applicants to inform whether the applicant believes that he or she is a veteran protected by VEVRAA, as required by 41 CFR 60-300.42. This includes copies of the self-identification forms as well as the number of applicants who self-identified as protected veterans, or who are otherwise known to be protected veterans as well as the total number of protected veterans applicants hired.

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

2. **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 Contractor's final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Contractor in writing within sixty (60) days of the date of the final progress report that Contractor 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 Contractor within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Contractor has met all of its obligations under the Agreement.

## V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Career Management Associates, 121 SE Shurfine Drive Suite 4, Ankeny, IA 50021.

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

William C. Grimes, Sr.  
President

Career Management Associates  
Ankeny, IA

DATE: 04/08/2021

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

David Smith  
District Director  
OFCCP, Omaha Area Office

DATE: 04/09/2021

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

(b) (7)(E), (b) (6)  
Compliance Officer  
OFCCP, Omaha Area Office

DATE: 04/08/2021