

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
DJ Engineering Inc

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the DJ Engineering Inc (DJ Engineering) establishment located at 219 West 6th Ave, Augusta, Kansas, beginning on October 6, 2020. OFCCP found that DJ Engineering failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order) and Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503), and their respective implementing regulations at 41 CFR Chapter 60.

OFCCP notified DJ Engineering of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on June 23, 2021.

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

II. General Terms and Conditions

1. In exchange for DJ Engineering's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246 or Section 503 based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if DJ Engineering 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 DJ Engineering'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. DJ Engineering 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 DJ Engineering of its obligation to fully comply with the requirements of E.O. 11246, Section 503, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA), their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.
4. DJ Engineering 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 (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 DJ Engineering submits its final progress report required in Section IV, below, unless OFCCP notifies DJ Engineering in writing before the expiration date that DJ Engineering 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 DJ Engineering has met all of its obligations under the Agreement.
10. If DJ Engineering violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34 and 41 C.F.R. 60-741.63 will govern:
 - i. OFCCP will send DJ Engineering a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. DJ Engineering 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 DJ Engineering 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 DJ Engineering, 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. DJ Engineering 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, and/or other appropriate relief for violating this Agreement.
11. DJ Engineering 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 Violations and Remedies

1. **VIOLATION:** OFCCP found that DJ Engineering is not in compliance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 section 202 and 41 CFR 60-1.4(a)(1). Specifically, during the January 1, 2019 through June 30, 2020 period, OFCCP found the outreach and recruitment efforts of DJ Engineering to be inadequate toward the recruitment of qualified female applicants.

REMEDY: DJ Engineering agrees to comply with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 section 202 and 41 CFR 60-1.4(a)(1). Specifically, DJ Engineering agrees to take affirmative action to recruit qualified female applicants where underutilization is identified

2. **VIOLATION:** During the January 1, 2019 through June 30, 2020 period, DJ Engineering failed to develop and execute action-oriented programs designed to correct any problem areas identified pursuant to 41 CFR 60-2.17(b) and to attain established goals and objectives, as required by 41 CFR 60-2.17(c). Specifically, DJ Engineering established goals for females in job groups 2A, 6A, and 7A, during both the prior and current year review periods. OFCCP found that while DJ Engineering identified the underutilization of females in these groups as a problem area, action-oriented programs were not established in order to correct the underutilization of females in these job groups

REMEDY: DJ Engineering agrees to develop and execute action-oriented programs designed to correct any problem areas identified pursuant to 41 CFR 60-2.17(b) and to attain established goals and objectives, as required by 41 CFR 60-2.17(c). Specifically, DJ Engineering agrees to establish action-oriented programs when problems are identified. DJ Engineering agrees to enlist the assistance of community-based organizations and recruitment sources by sending vacancy announcements for hiring opportunities in sufficient time for referrals to be made and applications for opportunities to be submitted.

3. **VIOLATION:** During the January 1, 2019 through June 30, 2020 period, DJ Engineering failed to invite its employees to voluntarily self-identify as an individual with a disability, using the OMB-approved form for this purpose, in violation of 41 CFR 60-741.42(c).

REMEDY: DJ Engineering agrees to immediately invite its employees to voluntarily inform it whether the employee believes that he or she is an individual with a disability, as that term is defined in 41 CFR 60-741.2(g)(1)(i) or (ii). All invitations to self-identify must be made using the OMB-approved form for this purpose (available on the OFCCP website). In addition, DJ Engineering shall extend this invitation again at five year intervals, thereafter. At least once during each interval, DJ Engineering shall remind its employees that they may voluntarily update their disability-related self-identification information at any time. DJ Engineering agrees to 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 60-741.42(e).

IV. OFCCP Monitoring Period

1. **Recordkeeping.** DJ Engineering 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. DJ Engineering will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. **Contractor Reports.**

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

- a. Progress Report 1: Due on January 31, 2022 covering the period of the effective date through December 31, 2021.

Documentation of:

- i. A copy of the specific action-oriented programs DJ Engineering has implemented to ensure there are not impediments to equal opportunity for females in job groups 2A, 6A, and 7A.
- ii. Evidence (i.e. copies of letters, memos, e-mails, or other documents generated through the normal course of business) to verify that at least the community based organizations in the Attachment to the Conciliation Agreement were notified of DJ Engineering's vacancies, within sufficient time prior to the closing date of the vacancies, consistent with business needs, for the organizations to find and refer qualified applicants.

- iii. A copy of referral information received from the recruitment sources for each vacancy, including, but not limited to, resumes, applications, and correspondence.
 - iv. New recruitment activities, if applicable, DJ Engineering developed and implemented, when it became evident that the recruitment activities outlined herein were not effective in securing qualified female applicants.
 - v. Evidence DJ Engineering used the OMB Control Number 1250-0005, Form CC-305 (Voluntary Self-Identification of Disability Form) to invite current employees to voluntarily self-identify themselves as individuals with a disability.
- b. Progress Report 2: Due on January 31, 2023 covering the period of January 1, 2022 through December 31, 2022.

Documentation of:

- i. A copy of the specific action-oriented programs DJ Engineering has implemented to ensure there are not impediments to equal opportunity for females in job groups 2A, 6A, and 7A.
- ii. Evidence (i.e. copies of letters, memos, e-mails, or other documents generated through the normal course of business) to verify that at least the community based organizations in the Attachment to the Conciliation Agreement were notified of DJ Engineering's vacancies, within sufficient time prior to the closing date of the vacancies, consistent with business needs, for the organizations to find and refer qualified applicants.
- iii. A copy of referral information received from the recruitment sources for each vacancy, including, but not limited to, resumes, applications, and correspondence.
- iv. New recruitment activities, if applicable, DJ Engineering developed and implemented, when it became evident that the recruitment activities outlined herein were not effective in securing qualified female applicants.

DJ Engineering will submit reports to Marvin Jordan, 230 North 1st Avenue, Suite 201, Phoenix, Arizona 85003, or via electronic mail at (b) (6), (b) (7)(C)@dol.gov. DJ Engineering 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 DJ Engineering provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and the DJ Engineering believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, DJ Engineering will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify DJ Engineering of the FOIA request and provide DJ Engineering 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 DJ Engineering's final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify DJ Engineering in writing within sixty (60) days of the date of the final progress report that DJ Engineering 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 DJ Engineering within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines DJ Engineering has met all of its obligations under the Agreement.

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and DJ Engineering Inc, 219 West 6th Ave, Augusta, Kansas 67010.

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

REZAUL CHOWDHURY
President
DJ Engineering Inc
Augusta, Kansas

DATE: _____

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

MARVIN R. JORDAN
Director
Phoenix District Office
Pacific Region

DATE: 07/14/2021 _____

ATTACHMENT

Kansas Social & Rehabilitation Services

300 N 17th

Parsons, KS 67357

(620) 421-4500

Contact: (b) (7)(C)

Contact email: (b) (7)(C)@srs.ks.org

Parsons State Hospital & Training Center

2601 Gabriel

Parsons, KS 67357

(620) 421-6550

Contact: (b) (7)(C)

Social & Rehabilitation Service Wichita

230 E William

Wichita, KS 67201

(316) 337-6296

Contact: (b) (7)(C)

Tri Valley Developmental Services

3740 S Santa Fe

Chanute, KS 66720

(620) 431-7401

Contact: (b) (7)(C)

Contact email: trivalley@tvds.org

Website: <http://www.tvds.org/>

Urban League of Wichita

2418 E 9th St N

Wichita, KS 67214

(316) 262-2463

Contact: (b) (7)(C)

Website: <http://kansasul.org/>