

**Conciliation Agreement**  
**Between the**  
**U.S. Department of Labor Office of Federal Contract Compliance Programs**  
**and**  
**Senior Operations LLC – Senior Aerospace Ketema Division**

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated the Senior Operations LLC, Senior Aerospace Ketema Division ("Ketema") establishment located at 790 Greenfield Drive, El Cajon, California, beginning on June 10, 2020. OFCCP found that Ketema failed to comply with Executive Order 11246, as amended ("E.O. 11246" or the "Executive Order"), Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 ("Section 503"), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 ("VEVRAA") and their respective implementing regulations at 41 Code of Federal Regulations ("C.F.R.") Chapter 60.

OFCCP notified Ketema of the specific violations and the corrective actions required in a Notice of Violation ("NOV") issued on July 15, 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 Ketema enter into this Conciliation Agreement ("Agreement"), and the parties agree to all the terms therein.

**II. General Terms and Conditions**

1. In exchange for Ketema's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503, or VEVRAA based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Ketema 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 Ketema'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. Ketema 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 Ketema 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. Ketema 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 Sean Ratliff ("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 Ketema submits its final progress report required in Section IV, below, unless OFCCP notifies Ketema in writing before the expiration date that Ketema 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 Ketema has met all of its obligations under the Agreement.
10. If Ketema 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 Ketema a written notice stating the alleged violations and summarizing any supporting evidence.
    - ii. Ketema 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 Ketema 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 Ketema, 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. Ketema 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. Ketema 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 – FAILURE TO INVITE SELF-IDENTIFICATION:** During the period June 10, 2018 through May 28, 2021, Ketema failed to invite applicants to self-identify gender, race, ethnicity, disability status, or protected-veteran status as required by 41 C.F.R. §§ 60-1.12(c), 60-3.4, 60-3.15, 60-300.42(a), and 60-741.42(a). Specifically, Ketema was unable to produce records indicating the gender, race, ethnicity, disabled status, or veteran status for a large percentage of its applicant population. Upon further investigation this shortfall is primarily, though not necessarily, the exclusive result of accepting applications from third party websites such as Indeed without providing self-identification forms.

**REMEDY:** Ketema must ensure that it is providing all applicants with the opportunity to self-identify, using appropriate self-identification forms. It must also ensure that it maintains self-identification forms pursuant to its recordkeeping obligations. Ketema must agree to provide records and reports as necessary to assess compliance.

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

1. **Recordkeeping.** Ketema 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, self-identification forms, and personnel records, and any other records or data used to generate the required reports. Ketema will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

**2. Contractor Reports.**

Ketema 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 within 30 calendar days of the Effective Date of this Agreement.**

Ketema will provide evidence of its revised procedures for ensuring that all applicants are provided an invitation to self-identify their gender, race, ethnicity, as well as status as an individual with disability and as a protected veteran. The evidence will include a description of the job posting and application process and the times and methods by which Ketema offers self-identification forms, copies of the self-identification forms, and other evidence that applicants solicited through third party websites are being provided the opportunity to self-identify.

- b. **Progress Report 2: Due on February 1, 2022, covering the period of July 1, 2021 through December 31, 2021.**

Provide an Excel spreadsheet of all expressions of interest for positions at Ketema, including the following columns of information for each candidate:

1. Requisition Number
2. Applicant ID
3. Date of application
4. Race
5. Gender
6. Disability (Y/N)
7. Veteran Status (Y/N)
8. Position Applied for
9. Method of application (e.g., online through Ketema, online through third-party site, in-person, etc.)
10. Referral source (e.g. Ketema Website, Indeed, LinkedIn, Employee Referral, Walk-In, Direct Recruitment, etc.)
11. Disposition (e.g., hired, did not meet minimum qualifications, etc.)

- c. **Progress Report 3: Due on August 1, 2022, covering the period of January 1, 2022 through June 30, 2022.**

Provide an Excel spreadsheet of all expressions of interest for positions at Ketema, including the following columns of information for each candidate:

1. Requisition Number
2. Applicant ID
3. Date of application
4. Race
5. Gender
6. Disability (Y/N)
7. Veteran Status (Y/N)
8. Position Applied for
9. Method of application (e.g., online through Ketema, online through third-party site, in-person, etc.)
10. Referral source (e.g. Ketema Website, Indeed, LinkedIn, Employee Referral, Walk-In, Direct Recruitment, etc.)
11. Disposition (e.g, hired, did not meet minimum qualifications, etc.)

Ketema will submit all reports to OFCCP District Director Sean Ratliff by email at (b) (7)(C), (b) (6)@dol.gov with a courtesy copy to (b) (7)(C), (b) (7)(E)@dol.gov.

Ketema 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 Ketema provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and Ketema believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Ketema will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify Ketema of the FOIA request and provide Ketema 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 Ketema's final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Ketema in writing within sixty (60) days of the date of the final progress report that Ketema 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 Ketema within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Ketema has met all of its obligations under the Agreement.

## V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Senior Operations LLC, Senior Aerospace Ketema Division, 790 Greenfield Drive, El Cajon, California.

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

Damon Evans  
Chief Executive Officer  
Senior Aerospace Ketema  
El Cajon, CA 92021

DATE: July 22, 2021

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

Sean Ratliff  
District Director  
San Diego District Office  
Pacific Region

DATE: 07/22/2021

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

(b) (7)(C), (b) (7)(E)

Compliance Officer  
San Diego District Office  
Pacific Region

DATE: 07/22/2021