

**Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
AVI SYSTEMS**

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the AVI Systems (herein after "Contractor") establishment located at 9675 West 76th Street, Eden Prairie, MN beginning on November 24, 2020. OFCCP found that Contractor failed to comply with 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 CFR 60-741.42 and 41 CFR 60-300.42.

OFCCP notified Contractor of the specific violation(s) and the corrective action(s) required in a Notice of Violation (NOV) issued on July 29, 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 Contractor 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 Contractor'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 violation(s) alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Contractor violates any provision of this Agreement, as set forth in Paragraph 11, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review Contractor'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. Contractor 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 Contractor 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. Contractor 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 Contractor submits its final progress report required in Section IV, below, unless OFCCP notifies Contractor in writing before the expiration date that Contractor 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 Contractor has met all of its obligations under the Agreement.
10. If Contractor violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-300.63, and/or 41 C.F.R. 60-741.63 will govern:
 - i. OFCCP will send Contractor a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. The Contractor 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 Contractor 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 Contractor, 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. Contractor may be subject to the sanctions set forth in 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. Contractor 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

Violation 1: During the period January 1, 2018 through December 31, 2018, AVI Systems failed to invite its applicants for employment 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. Specifically, AVI Systems failed to invite self-id pre-offer.

Remedy 1: In 2019 AVI Systems began to invite its applicants for employment to voluntarily self-identify as an individual with a disability, using the OMB-approved form. AVI Systems must continue to invite its applicants for employment to voluntarily self-identify as an individual with a disability, in accordance with 41 CFR 60-741.42. All invitations to self-identify must be made using the OMB-approved form for this purpose (available on the OFCCP website). More specifically, AVI Systems will invite each of its applicants for employment, prior to an offer of employment, to voluntarily inform it whether the applicant 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).

Violation 2: During the period January 1, 2018 through December 31, 2018, AVI Systems failed to invite applicants to inform it whether the applicant believes that he or she is a veteran protected by VEVRAA in violation of 41 CFR 60-300.4.

Remedy 2: In 2019 AVI Systems started to invite applicants to inform them whether the applicant believes that he or she is a veteran protected by VEVRAA. AVI Systems will continue to 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, AVI Systems will invite applicants for employment, prior to an offer of employment, to voluntarily identify as a protected veteran.

IV. OFCCP Monitoring Period

1. **Recordkeeping.** Contractor agrees to retain all records relevant to the violation(s) cited in Section III above and the reports submitted in compliance with Paragraph 2, below. Specifically, the contractor must retain Data collection analysis, self-identification documentation and documentation of outreach efforts. 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. Contractor will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. **Contractor Reports**

Contractor agrees to furnish OFCCP with the one report during the Monitoring Period. The report will contain the documentation specified according to the dates scheduled:

Progress Report: Due on February 1, 2022 covering the period of January 1, 2021 through December 31, 2021.

The report shall include at least the following for the applicable Reporting Period:

- a. Contractor will provide screen shots of a sample application including the voluntary OMB-approved self-identification portion of the application and provide an applicant flow log that includes all applicants. The log should include whether or not the applicant identifies as an individual with a disability so that OFCCP can verify that Contractor has met its obligation to provide each applicant an opportunity to interact with the OMB-approved form and self-identify their disability status.
- b. Contractor will provide screen shots of a sample application that includes the invitation to voluntary self-identify as a veteran and provide an applicant flow log that includes all applicants. The log should include whether or not the applicant identifies as a veteran so that OFCCP can verify that Contractor has met its obligation to provide each applicant an opportunity to self-identify as a veteran.

- c. Computations or comparisons pertaining to applicants and hires in the format required by 41 CFR 60-741.44(k) for the relevant Reporting Period: the number of applicants who self-identified as individuals with disabilities, or who are otherwise known to be individuals with disabilities; the total number of job openings and total number of jobs filled; the total number of applicants for all jobs; the number of applicants with disabilities hired; and the total number of applicants hired. Contractor shall maintain this data for three (3) years.
- d. Computations or comparisons pertaining to applicants and hires in the format required by 41 CFR 60-300.44(k) for the relevant Reporting Period: the number of applicants who self-identified as protected veterans, or who are otherwise known to be protected veterans; the total number of job openings and total number of jobs filled; the total number of applicants for all jobs; the number of veteran applicants hired; and the total number of applicants hired. Contractor shall maintain this data for three (3) years.
- e. Documentation that demonstrates appropriate outreach and positive recruitment activities involving sources likely to reach individuals with disabilities and veterans in the reasonable recruitment area of the contractor, including: identification of the outreach sources, a summary of the outreach activities, and an initial assessment of effectiveness. As part of the recruitment efforts Contractor agrees to communicate with their Local Veteran Employment Representative and Division of Vocational Rehabilitation Representative for the State of Minnesota and provide documentation (Email exchanges, letters, and other documents) of those communications. In addition, Contractor shall assess the effectiveness of each outreach effort and the totality of their outreach efforts. If Contractor concludes that, the totality of its efforts were not effective, it will identify and implement alternative efforts to fulfill its outreach obligations.

Contractor will submit reports to Compliance Officer (b) (7)(C), (b) (7)(E) at 920 2nd Ave South, Suite #575. Minneapolis, MN 55402 or by email 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.

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 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 AVI Systems Inc. 9675 W. 76th Street Suite 200 Eden Prairie, MN 55344.

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

Jeff Stoeber
Chief Executive Officer
AVI SYSTEMS, MN

DATE: 8/24/2021

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

Timothy Roark
District Director
Midwest

DATE: 08/26/2021

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

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

Compliance Officer
Midwest

DATE: 8/25/21