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Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
IFS North America Inc.
OFCCP Case No. R00303431

[REDACTED]

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the IFS North America Inc. (IFS North America) establishment located at 300 Park Boulevard Suite #350 in Itasca, IL 60143, beginning on November 5, 2020. OFCCP found that IFS North America Inc. failed to comply with the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) and the implementing regulations at 41 Code of Federal Regulations (CFR) Chapter 60.

OFCCP notified IFS of the specific violation and the corrective action required in a Notice of Violation (NOV) issued on September 13, 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 IFS North America 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 IFS North America's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under VEVRAA based on the violation alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if IFS North America 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 IFS North America'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. IFS North America 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 IFS North America of its obligation to fully comply with the requirements of Executive Order 11246, as amended (E.O. 11246), Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503), VEVRAA, their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.

- [REDACTED]
- [REDACTED]
- [REDACTED]
4. IFS North America 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 are deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
 9. This Agreement will expire sixty (60) days after IFS North America submits its final progress report required in Section IV, below, unless OFCCP notifies IFS North America in writing before the expiration date that IFS North America 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 IFS North America *has met all of its obligations under the Agreement*.
 10. If IFS North America violates this Agreement:
 - a. The procedures at 41 CFR 60-300.63 will govern:
 - i. OFCCP will send IFS North America a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. IFS North America 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 IFS North America 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.

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- [REDACTED]
- [REDACTED]
- [REDACTED]
- iv. In the event of a breach of this Agreement by IFS North America, 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. IFS North America may be subject to the sanctions set forth in 41 CFR 60-300.66, and/or other appropriate relief for violating this Agreement.
11. IFS North America does not admit any violation of VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
- [REDACTED]
12. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
- [REDACTED]
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.
- [REDACTED]
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

[REDACTED]

1. **VIOLATION:** During the period January 1, 2019 through September 13, 2021, IFS North America Inc. 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: IFS North America Inc. 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 IFS North America Inc., as required by 41 CFR 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, IFS North America Inc. will 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

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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, IFS North America Inc. shall provide updated information simultaneously with its next job listing.

IV. OFCCP Monitoring Period

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

2. **IFS North America Progress Reports.**

- A. **Schedule and Instructions.** IFS North America will submit the documents and progress reports described below to OFCCP Chicago District Director Adam Young at [\(b\) \(6\), \(b\) \(7\)\(C\)@dol.gov](mailto:(b) (6), (b) (7)(C)@dol.gov).

IFS North America agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:

Progress Report 1 will be due on February 1, 2022 and will cover the period from the effective date of this Agreement through December 31, 2021.

Progress Report 2 will be due on February 1, 2023 and will cover the period January 1, 2022 through December 31, 2022.

IFS North America 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 IFS North America provides in accordance with this agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and IFS North America believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, IFS North America will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify IFS North America of the FOIA request and provide IFS North America with an opportunity to object to disclosure. OFCCP will withhold disclosure of such reports to the maximum extent allowable by law.

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Progress Report 1 shall include:

Pursuant to violation 1:

- a. Evidence that IFS North America listed all employment openings with the appropriate Employment Service Delivery System (ESDS), as required by 41 CFR 60-300.5(a)2-6.
[REDACTED]
- b. Evidence that IFS North America advised the ESDS, with its initial listing and as subsequently needed to update the information, that it is a federal contractor that desires priority referrals of protected veterans for job openings at all locations within the state.
[REDACTED]
- c. Evidence that IFS North America provided the ESDS 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.
[REDACTED]
- d. A list, preferably in MS Excel format, of all job titles in which hiring occurred during the progress reporting period. This list must include the hire date for each hired applicant.
[REDACTED]

Progress Report 2 shall include:

Pursuant to violation 1:

- a. Evidence that IFS North America listed all employment openings with the appropriate Employment Service Delivery System (ESDS), as required by 41 CFR 60-300.5(a)2-6.
- b. A list, preferably in MS Excel format, of all job titles in which hiring occurred during the progress reporting period. This list must include the hire date for each hired applicant.
[REDACTED]

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

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V. Signatures

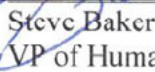
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The person signing this Agreement on behalf of IFS North America personally warrants that he or she is fully authorized to do so, that IFS North America has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and IFS North America Inc. located at 300 Park Blvd. Ste Rd #350 in Itasca, IL 60143-2682.

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Steve Baker
VP of Human Resources
IFS North America Inc.

DATE: 9/30/21
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Adam Young
District Director
OFCCP, Chicago District Office

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DATE: _____

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Compliance Officer
OFCCP, Chicago District Office

DATE: _____

Attachment: Veteran Linkage Resources

Catholic Charities Veterans Employment Program
Bernie Gresham, Job Developer
(773) 808-2954
bgresham@catholiccharities.net

Inner Voice, Inc. – Homeless Veterans Reintegration Program
Pia Kanoy, Director of Veteran Services
(312) 994-5831
pkanoy@ivchi.org

Veterans Path to Hope
Robert Hutchinson, Employment Specialist
(847) 830-5848
bhutchins@vphope.org

National Able Network
Bridget D. Altenburg, President and CEO
(312) 994-4213
baltenburg@nationalable.org

The Chicago Lighthouse
Martha Younger-White, Senior Vice President, Employment & Rehabilitation Services
(312) 447-3251
martha.younger-white@chicagolighthouse.org

U.S. Department of Labor, Veterans' Employment and Training Service (DOL VETS), Office of Strategic Outreach
Betty Hart
Regional Veterans' Employment Coordinator
(312) 886-0690
Hart.Betty.M@dol.gov

America Works of Illinois, Inc.,
Jeremy Miller, Business Representative
(312) 726-5627 ext. 307
jmiller@americaworks.com

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