

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
Escal Institute of Advanced Technologies

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Escal Institute of Advanced Technologies (Escal) establishment located at 8120 Woodmont Avenue, Suite 310, Bethesda, Maryland 20814-2743, beginning on August 14, 2020. OFCCP found that Escal 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/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) and their respective implementing regulations at § 41 C.F.R. Parts 60-1, 60-300, and 60-741.

OFCCP notified Escal of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on March 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 Escal 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 Escal'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 VEVRAA based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Escal 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 Escal'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. Escal 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 Escal 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. Escal 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 Assistant 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 Escal submits its final progress report required in Section IV, below, unless OFCCP notifies Escal in writing before the expiration date that Escal 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 Escal has met all of its obligations under the Agreement.
10. If Escal violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34, 41 C.F.R. 60-300.63, and/or 41 C.F.R. 60-741.63 will govern:
 - i. OFCCP will send Escal a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. The Escal 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 Escal 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 Escal, 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. Escal 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. Escal 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:** During the period July 01, 2019 through June 30, 2020, Escal failed to maintain and/or have available records showing the gender, race, and ethnicity of each employee; and where possible, the gender, race, and ethnicity of each applicant or Internet Applicant as defined in 41 CFR 60-1.3, as required by 41 CFR 60-1.12(c).

REMEDY: Escal will maintain and/or have available records showing the gender, race, and ethnicity of each employee; and where possible, the gender, race, and ethnicity of each applicant or Internet Applicant as defined in 41 CFR 60-1.3, as required by 41 CFR 60-1.12(c).

- 2. **VIOLATION:** During the period July 01, 2019 through June 30, 2020, Escal 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: Escal 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 Escal, as required by 41 CFR

60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, Escal 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 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, Escal shall provide updated information simultaneously with its next job listing.

3. **VIOLATION:** During the period July 01, 2019 through June 30, 2020, Escal 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 60-300.42.

REMEDY: Escal shall 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, Escal shall invite applicants for employment, prior to an offer of employment, to voluntarily identify as a protected veteran. Additionally, Escal 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. Escal 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(e). Escal 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).

4. **VIOLATION:** During the period July 01, 2019 through June 30, 2020, Escal failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit protected veterans, in violation of 41 CFR 60-300.44(f)(1)(i). Specifically, Escal did not undertake any appropriate outreach and recruitment activities to effectively recruit protected veterans.

REMEDY: Escal will undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit protected veterans, such as those described at 41 CFR 60-300.44(f)(2).

5. **VIOLATION:** During the period July 01, 2019 through June 30, 2020, Escal failed to invite its employees and 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, Escal failed to conduct the initial survey of its employees; failed to invite self-id pre-offer; failed to invite self-id post-offer and failed to use the approved form.

REMEDY: Escal shall invite both its applicants for employment, and its employees, 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, Escal shall 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). Escal shall also invite each of its applicants for employment, after an offer of employment has been made and before the applicant begins work, to voluntarily inform it whether the applicant believes that he or she is an individual with a disability. In addition, during the first year it is subject to this requirement, Escal shall invite each of its employees to voluntarily self-identify as an individual with a disability, and then extend this invitation again at five year intervals, thereafter. At least once during each interval, Escal shall remind its employees that they may voluntarily update their disability-related self-identification information at any time. Escal 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 60-741.42(e).

6. **VIOLATION:** During the period July 01, 2019 through June 30, 2020, Escal failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified individuals with disabilities, in violation of 41 CFR 60-741.44(f)(1)(i). Specifically, Escal did not undertake any outreach and positive recruitment designed to effectively recruit qualified individuals with disabilities.

REMEDY: Escal will undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified individuals with disabilities, such as those described at 41 CFR 60-741.44(f)(2).

IV. OFCCP Monitoring Period

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

2. **Contractor Reports**

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

The first shall be due July 30, 2022 and will cover the period July 1, 2021 through June 30, 2022.

The second and final report shall be due July 30, 2023 and will cover the period July 1, 2022 through June 30, 2023.

Progress Report #1 shall contain the following:

- a. Documentation showing that Escal invited job applicants during the reporting period to voluntarily self-identify their race, gender and ethnicity, as required by 41 CFR 60-1.12(c) of the regulations. Additionally, Escal will provide a description of its updated tracking procedures to ensure accurate recording of all applicant data;
- b. Documentation showing that Escal invited job applicants during the reporting period to voluntarily self-identify as a protected veteran, as required by the affirmative action obligations set forth in Subpart C of the regulations at 41 CFR 60-300.42;
- c. Documentation showing that Escal undertook appropriate outreach and positive recruitment activities reasonably designed to effectively recruit qualified protected veterans as required by the regulations. Escal should note that 41 CFR 60-300.44(f)(2) lists several types of resources that may be able to assist it in effectively recruiting and employing qualified protected veterans;
- d. Documentation showing that Escal listed all job openings with the appropriate employment service delivery service (ESDS) where the opening occurred, as specified in Remedy 4 above. Escal will provide documentation of any referrals received from the state employment service including, but not limited to, the name(s) of the individual(s) referred; date(s) of referral; final disposition of the referred individual's application; and, when applicable, the reasons why a referred individual was not hired by Escal. For referrals hired from the state employment service, please include the job title and salary or hourly rate of pay;
- e. Documentation showing that Escal invited job applicants and employees during the reporting period to voluntarily self-identify as an individual with a disability, using the OMB-approved form published on the OFCCP website, as required by the affirmative action obligations set forth in Subpart C of the regulations at 41 CFR 60-741.42; and
- f. Documentation showing that Escal undertook appropriate outreach and positive recruitment activities reasonably designed to effectively recruit qualified individuals with disabilities as required by the regulations. Escal should note that 41 CFR 60-741.44(f)(2) lists several types of resources that may be able to assist it in effectively recruiting and employing qualified individuals with disabilities.

Progress Report #2 shall contain the following:

- a. Documentation showing that Escal invited job applicants during the reporting period to voluntarily self-identify their race, gender and ethnicity, as required by 41 CFR 60-1.12(c) of the regulations. Additionally, Escal will provide a

description of its updated tracking procedures to ensure accurate recording of all applicant data;

- b. Documentation showing that Escal invited job applicants during the reporting period to voluntarily self-identify as a protected veteran, as required by the affirmative action obligations set forth in Subpart C of the regulations at 41 CFR 60-300.42;
- c. Documentation showing that Escal undertook appropriate outreach and positive recruitment activities reasonably designed to effectively recruit qualified protected veterans as required by the regulations. Escal should note that 41 CFR 60-300.44(f)(2) lists several types of resources that may be able to assist it in effectively recruiting and employing qualified protected veterans;
- d. Documentation showing that Escal listed all job openings with the appropriate employment service delivery service (ESDS) where the opening occurred, as specified in Remedy 4 above. Escal will provide documentation of any referrals received from the state employment service including, but not limited to, the name(s) of the individual(s) referred; date(s) of referral; final disposition of the referred individual's application; and, when applicable, the reasons why a referred individual was not hired by Escal. For referrals hired from the state employment service, please include the job title and salary or hourly rate of pay;
- e. Documentation showing that Escal invited job applicants and employees during the reporting period to voluntarily self-identify as an individual with a disability, using the OMB-approved form published on the OFCCP website, as required by the affirmative action obligations set forth in Subpart C of the regulations at 41 CFR 60-741.42; and
- f. Documentation showing that Escal undertook appropriate outreach and positive recruitment activities reasonably designed to effectively recruit qualified individuals with disabilities as required by the regulations. Escal should note that 41 CFR 60-741.44(f)(2) lists several types of resources that may be able to assist it in effectively recruiting and employing qualified individuals with disabilities.

Escal will submit reports to Assistant District Director Tanya R. Bennett, 2 Hopkins Plaza, Suite 600, Baltimore, MD 21201 or to email addresses (b) (6), (b) (7)(C)@dol.gov and (b) (6), (b) (7)(C)@dol.gov. Escal 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 Escal provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and the Escal believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Escal will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify Escal of the FOIA request and provide Escal 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 Escal's final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Escal in writing within sixty (60) days of the date of the final progress report that Escal 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 Escal within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Escal has met all of its obligations under the Agreement.

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Escal Institute of Advanced Tech, 11200 Rockville Pike, Suite 200 North Bethesda, MD 20852.

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

Eric Bassel
CEO
Escal Institute of Advanced Technologies
Bethesda, Maryland

DATE: April 7, 2021

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

Tanya Bennett
Assistant District Director
OFCCP Baltimore District Office

DATE: 04/13/2021

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

(b) (6), (b) (7)(E)

Compliance Officer
OFCCP Baltimore District Office

DATE: 04/13/2021