

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
GP Strategies Corporation

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the GP Strategies Corporation (GP Strategies) establishment located at 11000 Broken Land Parkway Suite 200, Columbia, MD 21044-3555, beginning on September 25, 2020. OFCCP found that GP Strategies failed to comply with Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503) and the respective implementing regulations at 41 CFR Part 60-741.

OFCCP notified GP Strategies of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on June 8, 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 GP Strategies 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 GP Strategies' fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under Executive Order 11246 (E.O. 11246); Section 503; and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) based on the violation(s) alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if GP Strategies 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 GP Strategies' compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. GP Strategies 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 GP Strategies 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. GP Strategies 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 GP Strategies submits its final progress report required in Section IV, below, unless OFCCP notifies GP Strategies in writing before the expiration date that GP Strategies 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 GP Strategies has met all of its obligations under the Agreement.
10. If GP Strategies violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-741.63 will govern:
 - i. OFCCP will send GP Strategies a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. GP Strategies 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 GP Strategies 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 GP Strategies, 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. GP Strategies may be subject to the sanctions set forth in 41 C.F.R. 60-741.66 and/or other appropriate relief for violating this Agreement.

11. GP Strategies 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 January 1, 2019 through June 30, 2020, GP Strategies failed to review all physical and mental job qualifications standards to ensure that, to the extent qualification standards tend to screen out qualified individuals with disabilities, they are job-related for the position in question and are consistent with business necessity, as required by 41 CFR 60-741.44(c)(1).

REMEDY: GP Strategies will review all physical and mental job qualifications standards to ensure that, to the extent qualification standards tend to screen out qualified individuals with disabilities, they are job-related for the position in question and are consistent with business necessity, as required by 41 CFR 60-741.44(c)(1).

2. **VIOLATION:** During the period January 1, 2019 through June 30, 2020, GP Strategies failed to document and maintain the required data pertaining to applicants and hires, in violation of 41 CFR 60-741.44(k).

REMEDY: GP Strategies will document the following computations or comparisons pertaining to applicants and hires, on an annual basis, and will maintain this data for three (3) years, as required by 41 CFR 60-741.44(k):

- 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.
3. **VIOLATION:** During the period January 1, 2019 through June 30, 2020, GP Strategies failed to maintain records of requests for reasonable accommodations as required by 41 CFR 60-741.80.

REMEDY: GP Strategies will maintain records relating to requests for reasonable accommodation for a period of two years from the date of the making of the record or the personnel action involved, whichever occurs later, as required by 41 CFR 60-741.80.

IV. OFCCP Monitoring Period

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

2. **Contractor Reports**

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

Progress Report #1: Due on January 15, 2022 covering the period of July 31, 2021 through December 31, 2021.

The first and final report shall contain the following:

- a. Documentation of the review of all physical and mental job qualification standards to ensure that, to the extent qualification standards tend to screen out qualified individuals with disabilities, they are job-related for the position in question and are consistent with business necessity; and
- b. Copies of the data collection analysis for individuals with disabilities to include information on the computations and comparisons identified under Remedy 2 above.
- c. Documentation that demonstrates that GP Strategies has maintained records of all requests for reasonable accommodations.

GP Strategies will submit the 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. GP Strategies 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 GP Strategies provides in accordance with

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

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and GP Strategies Corporation, 11000 Broken Land Parkway, Suite 200, Columbia MD 21044-3555.

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

Adam Stedham
President
Columbia, Maryland
DATE: 16 June 2021

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

for Tanya R. Bennett
Assistant District Director
OFCCP Baltimore District Office
DATE: June 22, 2021

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

(b) (7)(C), (b) (7)(E)
Compliance Officer
OFCCP Baltimore District Office
DATE: 22 June 2021