

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
Rock Valley Community Programs, Inc.

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Rock Valley Community Program's (Rock Valley) establishment located at 203 W. Sunny Lane Road, Janesville, WI beginning on October 20, 2020. OFCCP found that Rock Valley failed to comply with 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 300.

OFCCP notified Rock Valley of the specific violation(s) and the corrective action(s) required in a Notice of Violation (NOV) issued on August 30, 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 Rock Valley 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 Rock Valley'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 Rock Valley 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 Rock Valley'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. Rock Valley 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 Rock Valley 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. Rock Valley 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.
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 Rock Valley submits its final progress report required in Section IV, below, unless OFCCP notifies Contractor in writing before the expiration date that Rock Valley 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 Rock Valley has met all of its obligations under the Agreement.
10. If Rock Valley violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-300.63 will govern:
 - i. OFCCP will send Rock Valley a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. The Rock Valley 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 Rock Valley 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 Rock Valley, 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. Rock Valley may be subject to the sanctions set forth in 41 C.F.R. 60-300.66, and/or other appropriate relief for violating this Agreement.

11. Rock Valley 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 October 21, 2018 through October 20, 2020, ROCK VALLEY failed to prepare and maintain an affirmative action program (AAP) for protected veterans at each establishment, in violation of 41 CFR 60-300.40(b). Accordingly, ROCK VALLEY failed to comply with any of its AAP obligations set forth in Subpart C of the regulations, 41 CFR 60-300.40-45.

Remedy: ROCK VALLEY must prepare and maintain an affirmative action program (AAP) for protected veterans at each establishment. The AAP shall set forth ROCK VALLEY'S policies and procedures in accordance with 41 CFR 300.40-45. This AAP may be integrated into or kept separate from other AAPs. ROCK VALLEY shall review and update annually its AAP pursuant to 41 CFR 60-300.40(c), and must comply with all obligations set forth in Subpart C of the regulations, 41 CFR 60-300.40-45.

IV. OFCCP Monitoring Period

1. **Recordkeeping.** Rock Valley 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. Rock

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

2. Contractor Reports.

Rock Valley 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 120 days after the effective date of this agreement.

The text portion of Rock Valley's affirmative action for protected veterans in accordance with the implementing regulations found at 41 CFR 300.

- b. Progress Report 2: Due on July 31, 2022 covering the period of January 1, 2022 through June 30, 2022.

Rock Valley's data collection as defined by 41 CFR 60-300.44k showing total applicants, total veteran applicants, total hires, total veteran hires, number of job openings, and number of jobs filled.

- c. Progress Report 2: Due on February 15, 2023 covering the period of January 1, 2022 through December 31, 2022.

(1) Rock Valley's data collection as defined by 41 CFR 60-300.44k showing total applicants, total veteran applicants, total hires, total veteran hires, number of job openings, and number of jobs filled;

(2) A listing of protected veterans who have requested a reasonable accommodation to include whether the request was approved or denied and the reason it was denied;

(3) Rock Valley's results of the evaluation of the effectiveness of outreach and recruitment efforts that were intended to identify and recruit qualified protected veterans as described in 41 CFR 60-300.44(f).

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

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Rock Valley Community Programs, Inc. at 203 W. Sunny Lane Road, Janesville, Wisconsin 53546.

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

Angel Eggers
Executive Director
Rock Valley Community Programs, Inc.
Janesville, WI

DATE: 9/4/2021

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

Timothy Roark
District Director
Milwaukee District Office

DATE: 09/04/2021

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

(b) (7)(E), (b) (6)
Compliance Officer
Milwaukee District Office

DATE: 9/9/2021