

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
The Ravens Group Inc.

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the The Ravens Group Inc. (Ravens Group) establishment located at 4640 Forbes Blvd, Suite 300, Lanham, MD 20706-4887, beginning on May 7, 2021. OFCCP found that Ravens Group failed to comply with *the* Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) and its respective implementing regulations at 41 CFR 60-300.

OFCCP notified Ravens Group of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on September 21, 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 Ravens Group 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 Ravens Group's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under VEVRAA based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Ravens Group 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 Ravens Group'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. Ravens Group 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 it requests, including those specified in this Agreement.
3. Nothing in this Agreement relieves Ravens Group 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. Ravens Group 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, including its attachments, 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 Ravens Group submits its final progress report required in Section IV, below, unless OFCCP notifies Ravens Group in writing before the expiration date that Ravens Group 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 Ravens Group has met all of its obligations under the Agreement.
10. If Ravens Group violates this Agreement:
 - a. The procedures at 41 CFR 60-300.63 (2014) will govern:
 - i. OFCCP will send Ravens Group a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. The Ravens Group 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 Ravens Group is unable to demonstrate that it has not violated the Agreement, or if OFCCP's 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 Ravens Group, 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 agreed to in the Agreement.

- b. Ravens Group may be subject to the sanctions set forth in Section 209 of the 41 C.F.R. 60-300.66 (2014), and/or other appropriate relief for violating this Agreement.
11. Ravens Group does not admit any violation of 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, 2020 through December 31, 2020, Ravens Group 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: Ravens Group 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 Ravens Group, as required by 41 CFR 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, Ravens Group 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, Ravens Group shall provide updated information simultaneously with its next job listing.

- 2. VIOLATION:** During the period January 1, 2020 through December 31, 2020, Raven Group 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(a).

REMEDY: Raven Group 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, Ravens Group shall invite applicants for employment, prior to an offer of employment, to voluntarily identify as a protected veteran. Additionally, Ravens Group 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. Ravens Group 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(c). Ravens Group 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).

- 3. VIOLATION:** During the period January 1, 2020 through December 31, 2020, Ravens Group failed to annually review the effectiveness of the outreach and recruitment efforts it took over the previous twelve months to identify and recruit qualified protected veterans, as required by 41 CFR 60-300.44(f)(3).

REMEDY: Ravens Group will annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-300.44(f)(3). If Ravens Group concludes that the totality of its efforts were not effective in identifying and recruiting qualified protected veterans, it shall identify and implement alternative efforts listed in 41 CFR 60-300.44(f)(1).

- 4. VIOLATION:** During the period January 1, 2020 through December 31, 2020, Ravens Group failed to document and maintain the required data pertaining to applicants and hires, in violation of 41 CFR 60-300.44(k).

REMEDY: Ravens Group 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 60-300.44(k). The data will include 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 protected veteran applicants hired; and the total number of applicants hired.

5. **VIOLATION:** During the period January 1, 2020 through December 31, 2020, Ravens Group failed to establish a hiring benchmark to measure its progress toward achieving equal employment opportunity for protected veterans, in violation of 41 CFR 60-300.45. Specifically, Ravens Group failed to use one of the methods prescribed in the regulations and failed to maintain benchmark records for three years, as required in 41 CFR 60-300.45(c).

REMEDY: Ravens Group will establish a hiring benchmark on an annual basis, using one of the two methods prescribed in 41 CFR 60-300.45(b). Ravens Group will document its hiring benchmark, and, if Ravens Group sets its benchmark using the five-factor approach described in 41 CFR 60-300.45(b)(2), it must also document each factor that it considered in establishing its benchmark and the relative significance it accorded to each one. Ravens Group must retain these records for three years, as required by 41 CFR 60-300.45(c).

IV. OFCCP Monitoring Period

1. **Recordkeeping.** Ravens Group agrees to retain all records relevant to the violations cited in Sections 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 any other records or data used to generate the required reports. Ravens Group will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Ravens Group Reports.**

Ravens Group 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 January 31, 2022 and will cover the period January 1, 2021 through December 31, 2021.

The second and final report shall be due January 31, 2023 and will cover the period January 1, 2022 through December 31, 2022.

Both the first and second progress reports shall contain the following:

- a. Documentation showing that Ravens Group 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;
- b. Documentation showing that Ravens Group undertook appropriate outreach and positive recruitment activities reasonably designed to effectively recruit qualified

protected veterans as required by the regulations. Ravens Group 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;

- c. Documentation showing that Ravens Group listed all job openings with the appropriate employment service delivery service (ESDS) where the opening occurred, as specified in Remedy 1 above. Ravens Group 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 Ravens Group. For referrals hired from the state employment service, please include the job title and salary or hourly rate of pay;
- d. Documentation showing that Ravens Group annually reviewed its outreach and recruitment activities, assessed their effectiveness, and documented this review, in accordance with 41 CFR 60-300.44(f)(3). If Ravens Group concludes that the totality of its efforts were not effective in identifying and recruiting qualified protected veterans, it shall identify and implement alternative efforts; and
- e. Documentation showing that Ravens Group documented 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 60-300.44(k). The data will include 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 protected veteran applicants hired; and the total number of applicants hired.

Ravens Group 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. Ravens Group 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 Ravens Group provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and the Ravens Group believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Ravens Group will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify Ravens Group of the FOIA request and provide Ravens Group 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 Ravens Group's final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify Ravens Group in writing within sixty (60) days of the date of the final progress report that Ravens Group 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 Ravens Group within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Ravens Group has met all of its obligations under the Agreement.

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and The Ravens Group Inc., Lanham, MD 20706-4887.

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

Joe Ballard
CEO
The Ravens Group Inc.
Lanham, MD 20706-4887

DATE: _____

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

Brooke Sensenig
District Director
Baltimore
Mid-Atlantic

DATE: 9/28/2021

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

for Tanya Bennett
Assistant District Director
Baltimore
Mid-Atlantic

DATE: 9/28/2021

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

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

Compliance Officer
Baltimore
Mid-Atlantic

DATE: 9/27/2021