

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
Fox Associates LLC

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Fox Associates LLC (Fox) establishment located at 539 N Grand Blvd. STE 200, St. Louis MO, 63103 beginning on June 9, 2021. OFCCP found that Fox 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.

OFCCP notified Fox of the specific violation(s) and the corrective action(s) required in a Notice of Violation (NOV) issued on January 4, 2022.

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 Fox 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 Fox'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 Fox 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 Fox'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. Fox 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 Fox 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. Fox 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 is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement will expire sixty (60) days after Fox submits its final progress report required in Section IV, below, unless OFCCP notifies Fox in writing before the expiration date that Fox 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 Fox has met all of its obligations under the Agreement.
10. If Fox violates this Agreement:
 - a. The procedures at: 41 C.F.R. 60-1.34, 41 and C.F.R. 60-300.63 will govern:
 - i. OFCCP will send Fox a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. The Fox 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 Fox 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 Fox, 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. Fox may be subject to the sanctions set forth in: Section 209 of the Executive Order, 41 C.F.R. 60-1.27 and 41 C.F.R. 60-300.66, and/or other appropriate relief for violating this Agreement.
11. Fox 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 1, 2020 through June 30, 2021, Fox failed to notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that Fox is bound by the terms of VEVRAA, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, protected veterans, as required by 41 CFR 60-300.5(a)10.

REMEDY: Fox has provided documentation that it has remedied this violation. Fox will continue to notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that Fox is bound by the terms of VEVRAA, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, protected veterans, as required by 41 CFR 60-300.5(a)(10).

2. **VIOLATION:** During the period July 1, 2020 through June 30, 2021, Fox failed to make available its VEVRAA AAP to all employees and/or applicants for employment for inspection upon request; post the location and hours during which the AAP could be obtained, as required by 41 CFR 60-300.41.

REMEDY: Fox has provided documentation that it has remedied this violation. Fox will continue to make available its VEVRAA AAP, absent the data metrics required by 41 CFR 60-300.44(k), to all employees and/or applicants for employment for inspection upon request; and post the location and hours during which the AAP can be obtained, as required by 41 CFR 60-300.41.

3. **VIOLATION:** During the period July 1, 2020 through June 30, 2021, Fox 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: Fox 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 Fox as required by 41 CFR 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, Fox 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 Fox 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, Fox shall provide updated information simultaneously with its next job listing.

4. **VIOLATION:** During the period July 1, 2020 through June 30, 2021, Fox failed to review all physical and mental job qualifications standards to ensure that, to the extent qualification standards tend to screen out qualified disabled veterans, they are job-related for the position in question and are consistent with business necessity, as required by 41 CFR 60-300.44(c)(1).

REMEDY: Fox has provided documentation that it has remedied this violation. Fox will continue to review all physical and mental job qualifications standards to ensure that, to the extent qualification standards tend to screen out qualified disabled veterans, they are job-related for the position in question and are consistent with business necessity, as required by 41 CFR 60-300.44(c)(1).

5. **VIOLATION:** During the period July 1, 2020 through June 30, 2021, Fox failed to keep and preserve complete and accurate personnel and employment records, in violation of 41 CFR 60-300.80(a).. Specifically, Fox failed to maintain personnel activity data sufficient to comply with the the data collection analysis element described in 41 CFR 60-300.44(k). and failed to keep the records specified in 60-300.80(b) for three years.

REMEDY: Fox will keep and preserve complete and accurate personnel and employment records, in accordance with 41 CFR 60-300.80(a), and will keep and preserve those records specified in 41 CFR 60-300.80(b) for a period of three years from the date of the making of the record.

6. **VIOLATION:** During the period July 1, 2020 through June 30, 2021, Fox failed to design and implement an audit and reporting system, as required by 41 CFR 60-300.44(h)(1). Specifically, Fox failed to invite employees and applicants to self-identify as veterans and special protected veterans during the review period; therefore was unable to measure the effectiveness of its affirmative action program; indicate any need for remedial action; determine the degree to which Fox's objectives have been attained; determine whether known protected veterans have had the opportunity to participate in all company sponsored educational, training, recreational and social activities; measure Fox's compliance with the affirmative action program's specific obligations; and document the actions taken to comply with the obligations of §60-300.44(h)(1)(i) through (v).

REMEDY: Fox will design and implement an audit and reporting system, as required by 41 CFR 60-300.44(h)(1). Specifically, Fox will design and implement an audit and reporting

system that measures the effectiveness of its affirmative action program; indicates any need for remedial action; determines the degree to which Fox's objectives have been attained; determines whether known individuals with disabilities have had the opportunity to participate in all company sponsored educational, training, recreational and social activities; measures Fox's compliance with the affirmative action program's specific obligations; and documents the actions taken to comply with these obligations.

7. **VIOLATION:** During the period July 1, 2020 through June 30, 2021, Fox failed to invite applicants to inform whether the applicant believes that he or she is a veteran who may be covered by VEVRAA in violation of 41 CFR 60-300.42.

REMEDY: Fox will invite applicants to inform whether the applicant believes that he or she is a veteran protected by VEVRAA, as required by 41 CFR 60-300.42. More specifically, Fox shall invite applicants for employment, prior to an offer of employment, to voluntarily identify as a protected veteran. Additionally, Fox will 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. Fox 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). Fox will 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).

8. **VIOLATION:** During the period July 1, 2020 through June 30, 2021, Fox 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).

REMEDY: Fox 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).

9. **VIOLATION:** During the period July 1, 2020 through June 30, 2021, Fox failed to ensure that its personnel processes provided for careful, thorough, and systematic consideration of the job qualifications of applicants and employees who were known protected veterans for job vacancies filled either by hiring or promotion, and for all training opportunities offered or available; and failed to include a description of the review and any necessary modifications to personnel processes or development of new processes in its AAP, as required by 41 CFR 60-300.44(b).

REMEDY: Fox will ensure that its personnel processes provide for careful, thorough, and systematic consideration of the job qualifications of applicants and employees who are known protected veterans for job vacancies filled either by hiring or promotion, and for all training opportunities offered or available; ensure that when a protected veteran is considered for employment opportunities, that it relies only on the portion of the individual's military record, including his or her discharge papers, relevant to the requirements of the opportunity in issue; ensure that its personnel processes do not stereotype protected veterans in a manner which limits their access to all jobs for which they are qualified; periodically review its

personnel processes and make any necessary modifications to ensure that the obligations were carried out; and include a description of the review and any necessary modifications to personnel processes or development of new processes in its AAP, as required by 41 CFR 60-300.44(b).

- 10. VIOLATION:** Fox failed to include all the required contents, as required by 41 CFR 60-300.44. Specifically, Fox AAP failed to include the data collection analysis element described in 41 CFR 60-300.44(k).

REMEDY: Fox must include the data collection analysis element described in 41 CFR 60-300.44(k) in its VEVRAA AAP, as required by 41 CFR 60-300.44.

IV. OFCCP Monitoring Period

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

2. **Contractor Reports.**

Fox 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 on August 15, 2022 covering the period of the effective date through July 31, 2022.

Documentation of:

- In accordance with remedy #3, provide documentation of listing 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 accordance with remedy #5, for this first reporting period, provide personnel activity data sufficient to comply with the data collection analysis elements.
- In accordance with remedy #6, provide documentation to support Fox's actions taken to comply with the design and implementation of an audit and reporting system that meets the stated requirements.

- In accordance with remedy #7, provide documentation of Fox’s invitation to applicants to inform whether the applicant believes that he or she is a veteran protected by VEVRAA and explain recordkeeping adopted to comply.
- In accordance with remedy #8, provide documentation of appropriate outreach and positive recruitment activities designed to effectively recruit protected veterans. This should include all activities, organizations, points of contact, evidence of emails/letters, and results for each activity.
- In accordance with remedy #9, provide documentation to show Fox’s steps to ensure compliance as stated in the remedy.
- In accordance with remedy #10, provide evidence Fox is complying with the data collection analysis element described in 41 CFR 60-300.44(k) in its VEVRAA AAP:
 - (1) the number of applicants who self-identified as protected veterans, or who are otherwise known to be protected veterans;
 - (2) the total number of job openings and total number of jobs filled;
 - (3) the total number of applicants for all jobs;
 - (4) the number of protected veteran applicants hired;
 - (5) the total number of applicants hired.

b. Progress Report 2: Due on February 15, 2023 covering the period of August 1, 2022 through January 30, 2023.

Documentation of:

- In accordance with remedy #3, provide documentation of listing all 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 accordance with remedy #5, for this second reporting period, provide personnel activity data sufficient to comply with the data collection analysis elements.
- In accordance with remedy #8, provide documentation of appropriate outreach and positive recruitment activities designed to effectively recruit protected veterans. This should include all activities, organizations, points of contact, evidence of emails/letters, and results for each activity.

Fox will submit reports to Assistant District Director Johanna Avilés to (b) (6), (b) (7)(C) jdol@dol.gov. Fox 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 Fox provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and that Fox believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Fox will provide such reports to OFCCP marked as

“Confidential”. In the event of a FOIA request, OFCCP will promptly notify Fox of the FOIA request and provide Fox 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 Fox’s final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Fox in writing within sixty (60) days of the date of the final progress report that Fox 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 Fox within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Fox has met all of its obligations under the Agreement.

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Fox Associates LLC, 539 N Grand Blvd. STE 200, Saint Louis, MO 63103.

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

Jeff Antrainer
President & CFO
Fox Associates LLC
Saint Louis, MO

DATE: 1/19/22

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

David A. Smith
District Director, Indianapolis District Office
Midwest Region

DATE: 1/20/2022