

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
Relias LLC

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Relias, LLC (Relias) at 1010 Sync Street, Suite 100, Morrisville, North Carolina 27560 beginning on July 15, 2021. OFCCP found that Relias failed to comply with the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA).

OFCCP notified Relias of the specific violation(s) and the corrective action(s) required in a Notice of Violation (NOV) issued on January 13, 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 Relias 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 Relias' fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under VEVRAA based on the violation(s) alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Relias violate s 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 Relias' compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Relias 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 Relias of its obligation to fully comply with the requirements of VEVRAA, its implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.
4. Relias 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 provide d 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 Christopher Williams.
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 Relias submits its final progress report required in Section IV, below, unless OFCCP notifies Relias in writing before the expiration date that Relias 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 Relias has met all of its obligations under the Agreement.
10. If Relias violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-300.63 will govern:
 - i. OFCCP will send Relias a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. Relias 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 Relias 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 Relias, 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. Relias 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. Relias 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 of October 1, 2020 through September 30, 2021, OFCCP alleges that Relias failed to immediately list all employment openings with the appropriate Employment Service Delivery System (ESDS) where the opening occurs in any manner or format that the ESDS permits in violation of 41 C.F.R § 60-300.5(a)2-6. Relias also failed to advise the ESDS of its status as a federal contractor and desire for priority referrals of protected veterans. Relias also failed to provide ESDS with the name and location of each hiring location within the state as well as the contact information for the Relias official responsible for hiring at each hiring location who can verify information in the job listing.

CORRECTIVE ACTION: On November 30, 2021 Relias began using the Capita 1 Area NCWorks Career Center – Raleigh delivery system (ESDS) where the openings occur, in a manner and format that will allow the ESDS to provide priority referrals of protected veterans to Relias, as required by 41 CFR 60-300.5(a) 2-6, revised as of March 24, 2014 (78 Fed. Reg. 58614) (September 24, 2013, also online at <http://www.ecfr.gov>). With its initial listing, and as subsequently needed to update the information, Relias 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, Relias shall provide updated information simultaneously with its next job listing:

Capital Area NCWorks Career Center - Raleigh
1830-B Tillery Place, Raleigh, NC, 27604
Saul E. McCloyen, Local Veterans Career Employment Services I
Telephone: (919) 754-5351
Mobile: (919) Ex (6), Ex (7)(C)
Email: Ex (6), Ex (7)(C)@nccommerce.com

2. **VIOLATION:** During the period of October 1, 2020 through September 30, 2021, OFCCP alleges that Relias failed to develop and include in its AAP, a written section on assessment of personnel processes, as required by 41 CFR § 60- 300.44(b), pursuant to the VEVRAA of 1974 (38U.S.C. 4212), as amended.

CORRECTIVE ACTION: On December 15, 2021, Relias submitted a revised and acceptable VEVRAA's AAP which included a written section on assessment of personnel processes, as required by 41 CFR § 60- 300.44(b).

3. **VIOLATION:** During the period of October 1, 2020 through September 30, 2021, OFCCP alleges that Relias failed to develop and implement in its AAP a written section on physical and mental qualifications, as required by 41 CFR § 60-300.44(c) pursuant to the VEVRAA of 1974 (38U.S.C. 4212), as amended.

CORRECTIVE ACTION: On December 15, 2021, Relias submitted a revised and acceptable VEVRAA's AAP which included a written section on physical and mental qualifications, as required by 41 CFR § 60-300.44(c).

4. **VIOLATION:** During the period of October 1, 2020 through September 30, 2021, OFCCP failed to undertake outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified veterans. Specifically, Relias failed to establish meaningful contacts with organizations of and for veterans for such purpose as advice, technical assistance and referral of potential employees. 41 CFR 60-300.44(f) 3 and 6.

CORRECTIVE ACTION: Relias will undertake outreach and positive recruitment activities, such as those described at 41 CFR 60-300.44(f) (1-7), designed to effectively recruit qualified veterans. Relias' activities will include, but will not be limited to ongoing contact with at least the following source to recruit and employ qualified veterans. Within 45 days of the date the District Director signs this Agreement, Relias will: a) establish contacts with representatives from the recruitment source identified below; b) hold a formal meeting on Relias' establishment premises with these representatives to enlist the assistance and support of their agency; and c) provide meaningful employment opportunities to qualified veterans. Additionally, Relias will directly notify one or more of the resources listed below of Relias' job openings as they occur and simultaneously when Relias advertises its job openings with other recruitment sources.

North Carolina for Military Employment (NC4ME)

1911 Gum Branch Rd. Jacksonville, NC 28540

Alex Skelton, Program Director

Phone: (919) 576-4816

Email: Ex (6), Ex (7)(C)@nc4me.org

Still Serving Veterans

626 Clinton Ave West, Ste 200, Huntsville, Alabama 35801

Contact: Ben McQuerry

Veterans Career & Transition Services Manager

Phone: (256) 883-7035

Fax: (256) 883-7166

Email: Ex (6), Ex (7)(C)@ssv.org Website: www.ssv.org

North Carolina State University at Raleigh (HBCU)

2831 Thurman Drive, 100 Harris Hall

Raleigh, North Carolina 27606

Career Development Center

Contact: Dr. Kelly Laraway

Director of Employee Relations

Phone Line: (919) 513-1370

Email: Ex (6), Ex (7)(C)@ncsu.edu

5. **VIOLATION:** During the period of October 1, 2020 through September 30, 2021, OFCCP alleges that Relias failed to develop and implement in its AAP a written section on Relias' Audit and Reporting Systems, as required by 41 CFR 60-300.44(h) pursuant to the VEVRAA of 1974 (38U.S.C. 4212), as amended.

CORRECTIVE ACTION: On December 15, 2021, Relias submitted a revised and acceptable VEVRAA's AAP which included a written section of Audit and Reporting Systems, as required by 41 CFR 60-300.44(h).

IV. OFCCP Monitoring Period

1. **Recordkeeping.** Relias 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. "Specifically, the Relias must retain job postings and personnel activity data relating to 41 CFR 60-300.5(a) 2-6". 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. Relias will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Relias Reports**

Relias 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 August 30, 2022 covering the period of February 1, 2022 through July 31, 2022.
- b. Progress Report 2: Due on February 28, 2023 covering the period of August 1, 2022 through January 31, 2023.

The information due in will be as follows:

- a) Documentation that Relias maintained a Vietnam Era Veterans Readjustment Assistance Act AAP for its twelve (12) month covered period. In addition to the AAP, confirmation from the Chief Executive Officer of Relias is extending efforts to maintain and implement actions to improve the representation of veterans in the workforce.
- b) Documentation that Relias listed all employment openings, as defined by 41 CFR 60-300.5(a) 2-6 and the revised regulations implementing the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended (78 Fed. Reg. 58614 – 58679 (September 24, 2013), which became effective on March 24, 2014, with the North Carolina State Job Bank or with the NC Works Career Center serving the location where openings occur;
- c) A report on the number of referrals and the number of hires from those listings and from Relias' other positive outreach and recruitment activities targeting veterans, providing for the hires, to the extent known, the number of disabled veterans, recently separated veterans, other protected veterans and Armed Forces service medal veterans.
- d) Documentation of efforts to undertake outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified veterans through the sources identified and/or others.

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

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Relias LLC, 1010 Sync Street, Suite 100, Morrisville, North Carolina 27560.

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

Kay Krafft
Chief Executive Officer
Relias LLC
1010 Sync Street, Suite 100
Morrisville, North Carolina 27560

DATE: 18-Jan-2022

Ex (6), Ex (7)(C)

Christopher D. Williams
District Director
OFCCP- Birmingham District

DATE: 02/08/22

Ex (6), Ex (7)(C)

Katie Course
Assistant District Director
OFCCP – Jackson Area Office

DATE: January 25, 2022

Ex (6), Ex (7)(C)

Ex (6), Ex (7)(E)
Compliance Officer
OFCCP-Jackson Area Office

DATE: January 25, 2022