

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
R&K Enterprise Solutions, Inc.

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the R&K Enterprise Solutions, Inc. (R&K Enterprise Solutions) establishment located at 11830 Canon Boulevard, Suite D, Newport News, VA 23606, beginning on June 12, 2020. OFCCP found that R&K Enterprise Solutions failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order), Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503), and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) and their respective implementing regulations at 41 C.F.R. Parts 60-1, 60-2, 60-300, and 60-741.

OFCCP notified R&K Enterprise Solutions of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on February 24, 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 R&K Enterprise Solutions 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 R&K Enterprise Solutions' 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 violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if R&K Enterprise Solutions 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 R&K Enterprise Solutions' compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. R&K Enterprise Solutions 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 R&K Enterprise Solutions 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. R&K Enterprise Solutions 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 R&K Enterprise Solutions submits its final progress report required in Section IV, below, unless OFCCP notifies R&K Enterprise Solutions in writing before the expiration date that R&K Enterprise Solutions 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 R&K Enterprise Solutions has met all of its obligations under the Agreement.
10. If R&K Enterprise Solutions violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34, 41 C.F.R. 60-300.63, and/or 41 C.F.R. 60-741.63 will govern:
 - i. OFCCP will send R&K Enterprise Solutions a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. The R&K Enterprise Solutions 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 R&K Enterprise Solutions 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 R&K Enterprise Solutions, 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. R&K Enterprise Solutions may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27, 41 C.F.R. 60-741.66, or 41 C.F.R. 60-300.66, and/or other appropriate relief for violating this Agreement.
11. R&K Enterprise Solutions 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:** R&K Enterprise Solutions failed to preserve its AAP and documentation of good faith effort for the immediately preceding AAP year, as required by 41 CFR 60-1.12(b).

REMEDY: R&K Enterprise Solutions will preserve its AAP and documentation of good faith effort for the immediately preceding AAP year, as required by 41 CFR 60-1.12(b).

2. **VIOLATION:** During the period January 1, 2019, through December 31, 2019, R&K Enterprise Solutions failed to maintain and/or have available records showing the race and ethnicity of each applicant or Internet Applicant as defined in 41 CFR 60-1.3, as required by 41 CFR 60-1.12(c).

REMEDY: R&K Enterprise Solutions will maintain and/or have available records

showing the race and ethnicity of each applicant or Internet Applicant as defined in 41 CFR 60-1.3, as required by 41 CFR 60-1.12(c).

- 3. VIOLATION:** R&K Enterprise Solutions failed to determine minority and female availability in accordance with 41 CFR 60-2.14. Specifically, R&K Enterprise Solutions failed to consider at least the following factors when determining availability: the percentage of minorities or women with requisite skills in the reasonable recruitment area; the percentage of minorities or women among those promotable, transferable, and trainable within R&K Enterprise Solutions' workforce; failed to identify the reasonable recruitment area for each job group, with a brief explanation of the rationale for selection of that recruitment area; failed to identify the pool of promotable, transferable, and trainable employees for each job group, with a brief explanation of the rationale for selection of that pool.

REMEDY: R&K Enterprise Solutions will determine minority and female availability in accordance with 60-2.14. Specifically, R&K Enterprise Solutions will consider at least the following factors when determining availability: the percentage of minorities or women with requisite skills in the reasonable recruitment area; the percentage of minorities or women among those promotable, transferable, and trainable within R&K Enterprise Solutions' workforce; identify the reasonable recruitment area for each job group, with a brief explanation of the rationale for selection of that recruitment area; identify the pool of promotable, transferable, and trainable employees for each job group, with a brief explanation of the rationale for selection of that pool.

- 4. VIOLATION:** R&K Enterprise Solutions failed to establish minority and/or female placement goals, as required by 41 CFR 60-2.16. Specifically, R&K Enterprise Solutions failed to establish a percentage annual placement goal at least equal to the availability figure derived for women and minorities in each of its job groups, as required by 41 CFR 60-2.16(c).

REMEDY: R&K Enterprise Solutions will establish and include in the AAP minority and female placement goals, as required by 41 CFR 60-2.10(b)(1)(vi) and 60-2.16.

- 5. VIOLATION:** During the period January 1, 2019, through December 31, 2019, R&K Enterprise Solutions failed to perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exists, as required by 41 CFR 60-2.17(b). Specifically, R&K Enterprise Solutions failed to evaluate its personnel activity (applicant flow, hires, terminations, promotions, and other personnel actions) to determine whether there were selection disparities and its selection, recruitment, referral, and other personnel procedures to determine whether they resulted in disparities in the employment or advancement of minorities or women.

REMEDY: R&K Enterprise Solutions will perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exists, as required by 41 CFR 60-2.17(b). Specifically, R&K Enterprise Solutions will evaluate its personnel activity (applicant flow, hires, terminations,

promotions, and other personnel actions) to determine whether there were selection disparities and its selection, recruitment, referral, and other personnel procedures to determine whether they resulted in disparities in the employment or advancement of minorities or women.

6. **VIOLATION:** During the period January 1, 2019, through December 31, 2019, R&K Enterprise Solutions failed to develop and implement an internal audit and reporting system that periodically measures the effectiveness of its total affirmative action program, as required by 41 CFR 60-2.17(d). Specifically, R&K Enterprise Solutions failed to monitor records of all personnel activity, including referrals, placements, transfers, promotions, terminations, and compensation, at all levels to ensure the nondiscriminatory policy is carried out.

REMEDY: R&K Enterprise Solutions will develop and implement an internal audit and reporting system that periodically measures the effectiveness of its total affirmative action program, as required by 41 CFR 60-2.17(d). Specifically, R&K Enterprise Solutions will monitor records of all personnel activity, including referrals, placements, transfers, promotions, terminations, and compensation, at all levels to ensure the nondiscriminatory policy is carried out.

7. **VIOLATION:** During the period January 1, 2019, through the present, R&K Enterprise Solutions 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: R&K Enterprise Solutions 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 R&K Enterprise Solutions, as required by 41 CFR 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, R&K Enterprise Solutions 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, R&K Enterprise Solutions shall provide updated information simultaneously with its next job listing.

8. **VIOLATION:** During the period January 1, 2019, through December 31, 2019, R&K Enterprise Solutions 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.

REMEDY: R&K Enterprise Solutions 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, R&K Enterprise Solutions shall invite applicants for employment, prior to an offer of employment, to voluntarily identify as a protected veteran. Additionally, R&K Enterprise Solutions 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. R&K Enterprise Solutions 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 will comply with the requirements of 41 CFR 60-300.42(c). R&K Enterprise Solutions 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).

9. **VIOLATION:** During the period January 1, 2019, through December 31, 2019, R&K Enterprise Solutions failed to document all activities it undertook to comply with its external outreach and recruitment efforts; and to maintain those documents for a period of three (3) years, in accordance with 41 CFR 60-300.44(f)(4).

REMEDY: R&K Enterprise Solutions will document all activities it undertakes to comply with its external outreach and recruitment efforts; and to maintain those documents for a period of three (3) years, in accordance with 41 CFR 60-300.44(f)(4).

10. **VIOLATION:** During the period January 1, 2019, through December 31, 2019, R&K Enterprise Solutions failed to design and implement an audit and reporting system, as required by 41 CFR 60-300.44(h)(1). Specifically, R&K Enterprise Solutions failed to measure the effectiveness of its affirmative action program; indicate any need for remedial action; and measure R&K Enterprise Solutions' compliance with the affirmative action program's specific obligations; and document the actions taken to comply with the obligations of 41 CFR 60-300.44(h)(1)(i) through (v).

REMEDY: R&K Enterprise Solutions will design and implement an audit and reporting system, as required by 41 CFR 60-300.44(h)(1). Specifically, R&K Enterprise Solutions 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 R&K Enterprise Solutions' 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 R&K Enterprise Solutions' compliance with the affirmative action program's specific obligations; and documents the actions taken to comply with these obligations.

11. **VIOLATION:** During the period January 1, 2019, through December 31, 2019, R&K Enterprise Solutions failed to document and maintain the required data pertaining to applicants and hires, in violation of 41 CFR 60-300.44(k).

REMEDY: R&K Enterprise Solutions 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 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.

12. VIOLATION: During the period January 1, 2019, through December 31, 2019, R&K Enterprise Solutions failed to keep and preserve complete and accurate personnel and employment records, in violation of 41 CFR 60-300.80(a). Specifically, R&K Enterprise Solutions failed to keep the records specified in 60-300.80(b) for three years.

REMEDY: R&K Enterprise Solutions 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.

13. VIOLATION: During the period January 1, 2019, through December 31, 2019, R&K Enterprise Solutions failed to invite its employees and applicants for employment to voluntarily self-identify as an individual with a disability, using the OMB-approved form for this purpose, in violation of 41 CFR 60-741.42. Specifically, R&K Enterprise Solutions failed to invite self-ID pre-offer and failed to invite self-ID post-offer.

REMEDY: R&K Enterprise Solutions shall invite both its applicants for employment, and its employees, to voluntarily self-identify as an individual with a disability, in accordance with 41 CFR 60-741.42. All invitations to self-identify will be made using the OMB-approved form for this purpose (available on the OFCCP website). More specifically, R&K Enterprise Solutions shall invite each of its applicants for employment, prior to an offer of employment, to voluntarily inform it whether the applicant believes that he or she is an individual with a disability, as that term is defined in 41 CFR 60-741.2(g)(1)(i) or (ii). R&K Enterprise Solutions shall also invite each of its applicants for employment, after an offer of employment has been made and before the applicant begins work, to voluntarily inform it whether the applicant believes that he or she is an individual with a disability. In addition, during the first year it is subject to this requirement, R&K Enterprise Solutions shall invite each of its employees to voluntarily self-identify as an individual with a disability, and then extend this invitation again at five-year intervals, thereafter. At least once during each interval, R&K Enterprise Solutions shall remind its employees that they may voluntarily update their disability-related self-identification information at any time. R&K Enterprise Solutions 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 60-741.42(e).

14. VIOLATION: During the period January 1, 2019, through December 31, 2019, R&K Enterprise Solutions failed to document all activities it undertook to comply with its

external outreach and recruitment efforts; and to maintain those documents for a period of three (3) years, in accordance with 41 CFR 60-741.44(f)(4).

REMEDY: R&K Enterprise Solutions will document all activities it undertakes to comply with its external outreach and recruitment efforts; and to maintain those documents for a period of three (3) years, in accordance with 41 CFR 60-741.44(f)(4).

15. VIOLATION: During the period January 1, 2019, through December 31, 2019, R&K Enterprise Solutions failed to design and implement an audit and reporting system, as required by 41 CFR 60-741.44(h)(1). Specifically, R&K Enterprise Solutions failed to measure the effectiveness of its affirmative action program; indicate any need for remedial action; and measure R&K Enterprise Solutions' compliance with the affirmative action program's specific obligations; and document the actions taken to comply with the obligations of 41 CFR 60-741.44(h)(1)(i) through (v).

REMEDY: R&K Enterprise Solutions will design and implement an audit and reporting system, as required by 41 CFR 60-741.44(h)(1). Specifically, R&K Enterprise Solutions 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 R&K Enterprise Solutions' 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 R&K Enterprise Solutions' compliance with the affirmative action program's specific obligations; and documents the actions taken to comply with these obligations.

16. VIOLATION: During the period January 1, 2019, through December 31, 2019, R&K Enterprise Solutions failed to document and maintain the required data pertaining to applicants and hires, in violation of 41 CFR 60-741.44(k).

REMEDY: R&K Enterprise Solutions 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.

17. VIOLATION: During the period January 1, 2019, through December 31, 2019, R&K Enterprise Solutions failed to evaluate its utilization of individuals with disabilities using the goal established by OFCCP, in violation of 41 CFR 60-741.45. Specifically, R&K Enterprise Solutions conducted no utilization analysis.

REMEDY: R&K Enterprise Solutions will annually evaluate its utilization of individuals with disabilities using the 7 percent goal established by OFCCP, as required by 41 CFR 60-741.45. When conducting this utilization analysis, R&K Enterprise Solutions will use the job groups established for utilization analyses required by Executive Order 11246, as required by 41 CFR 60-741.45(d)(2). However, if R&K Enterprise Solutions has a total workforce of 100 or fewer employees, it may, instead, choose to measure the representation of individuals with disabilities in its workforce as a whole, using the 7 percent goal established by OFCCP, as permitted by 41 CFR 60-741.45(d)(2)(i). Should the percentage of individuals with disabilities in one or more job groups or in R&K Enterprise Solutions' workforce be less than the utilization goal, R&K Enterprise Solutions will take steps, as required by 41 CFR 60-741.45(e), to determine whether and where impediments to equal employment exist and will develop and execute action-oriented programs to correct any identified problems, as required by 41 CFR 60-741.45(f).

18. VIOLATION: During the period January 1, 2019, through December 31, 2019, R&K Enterprise Solutions failed to keep and preserve complete and accurate personnel and employment records, in violation of 41 CFR 60-741.80. Specifically, R&K Enterprise Solutions failed to keep the records specified in 60-741.80(b) for three years.

REMEDY: R&K Enterprise Solutions will keep and preserve complete and accurate personnel and employment records, in accordance with 41 CFR 60-741.80, and will keep and preserve those records specified in 41 CFR 60-741.80(b) for a period of three years from the date of the making of the record.

IV. OFCCP Monitoring Period

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

2. **Contractor Reports.**

R&K Enterprise Solutions 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 will be due on August 1, 2022 and cover the period of January 1, 2022, through June 30, 2022. The report will include:
 - i. For Violations 1 and 4: A report on R&K Enterprise Solutions' affirmative action goals effective January 1, 2022. This report should include:

- job group representation as of January 1, 2022 (i.e., total incumbents, total minority incumbents, and total female incumbents);
 - the placement goals established for minorities and women as of January 1, 2022; and
 - the actual number of placements (hires plus promotions) made during the progress reporting period into each job group with goals (i.e., total placements, total minority placements, and total female placements).
- ii. For Violation 2: R&K Enterprise Solutions' applicant flow log, in Microsoft Excel format, to include each applicant's name or applicant identification number, gender, race and/or ethnicity, method of application (e.g. hard copy application/resume, online, fax, etc.), date of application, position applied for by job group and job title, whether the applicant was interviewed, final disposition of the applicant, including the reason for non-selection, hire date, if applicable, and job title hired into, if applicable.
- iii. For Violation 3: For each job group in R&K Enterprises affirmative action program, effective as of January 1, 2022, a determination of minority and female availability that considers the factors given in 41 CFR § 60-2.14(c)(1) and (c)(2).
- iv. For Violation 7: A list of all employment openings that occurred during the reporting period to include: 1) Documentation to confirm these openings were listed with the appropriate ESDS (state workforce agency or local ESDS) where the openings occurred, in a manner and format that allows the ESDS to provide priority referrals of protected veterans to R&K Enterprise Solutions; 2) Documentation that R&K Enterprise Solutions advised the appropriate ESDS, with its initial listing, that it is a federal contractor that desires priority referral of protected veterans for job openings at all locations within the state; and 3) Documentation to confirm that, in its initial listing, R&K Enterprise Solutions provided the ESDS with the name and address of each of its hiring locations within the state, and the contact information for the R&K Enterprise Solutions official responsible for hiring at each location. Documentation of the above should include copies of the written notification(s) to the ESDS. Should any of the information in the disclosures change since it was reported to the ESDS, R&K Enterprise Solutions shall provide updated information simultaneously with its next job listing.
- v. For Violation 7: Copies of all responses received from each employment service delivery system (ESDS) used during the report period.
- vi. For Violation 8: Documentation to demonstrate that R&K Enterprise Solutions invited applicants for employment, prior to an offer of employment, to voluntarily identify as a protected veteran, and/or to

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), including a copy or screen capture of its voluntary self-identification form.

- vii. For Violations 9 and 12: Documentation to verify that R&K Enterprise Solutions undertook appropriate outreach and positive recruitment activities reasonably designed to effectively recruit qualified protected veterans and conducted an assessment of its efforts. This documentation should include a copy of the sections of R&K Enterprise Solutions' AAP that list: 1) Its outreach activities with supporting documentation; and 2) An assessment of the effectiveness of each activity, as required by 41 CFR 60-300.44(f)(3). R&K Enterprise Solutions should note that 41 CFR 60-300.44(f) lists examples of several resources that may aid contractors in effectively recruiting and employing qualified protected veterans.
- viii. For Violation 9: Copies of all responses or other related correspondence received from each of the organizations used during the reporting period in efforts to recruit qualified protected veterans.
- ix. For Violations 10 and 12: A description of R&K Enterprise Solutions' audit and reporting system, effective January 1, 2022, designed to measure the effectiveness of its VEVRAA affirmative action program, including the documented actions taken to comply with the obligations of paragraphs (h)(1)(i) through (v) of 41 CFR 60-300.44(h).
- x. For Violations 11 and 12: Documentation of the following computations or comparisons pertaining to applicants and hires, as required by 41 CFR 60-300.44(k):
 - 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.
- xi. For Violation 13: Documentation to demonstrate that R&K Enterprise Solutions invited applicants for employment, prior to an offer of employment, to voluntarily inform it whether the applicant believes that he or she is an individual with a disability, as that term is defined in 41 CFR 60-741.2(g)(1)(i) or (ii), using the OMB-approved form for this purpose. R&K Enterprise Solutions will also submit a copy or screen capture of its voluntary self-identification form.
- xii. For Violations 14 and 18: Documentation to verify R&K Enterprise Solutions undertook appropriate outreach and positive recruitment

activities reasonably designed to effectively recruit qualified individuals with disabilities and conducted an assessment of its efforts. This documentation should include a copy of the sections of R&K Enterprise Solutions' AAP that list: 1) Its outreach activities with supporting documentation; and 2) An assessment of the effectiveness of each activity, as required by 41 CFR 60-741.44(f)(3). R&K Enterprise Solutions should note that 41 CFR 60-741.44(f) lists examples of several resources that may aid contractors in effectively recruiting and employing qualified individuals with disabilities.

- xiii. For Violation 14: Copies of all responses or other related correspondence received from each of the organizations used during the reporting period in efforts to recruit qualified individuals with disabilities.
 - xiv. For Violations 15 and 18: A description of R&K Enterprise Solutions' audit and reporting system, effective January 1, 2022, designed to measure the effectiveness of its Section 503 affirmative action program, including the documented actions taken to comply with the obligations of paragraphs (h)(1)(i) through (v) of 41 CFR 60-741.44(h).
 - xv. For Violations 16 and 18: Documentation of the following computations or comparisons pertaining to applicants and hires, 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 individuals with disabilities hired; and
 - The total number of applicants hired.
 - xvi. For Violations 17 and 18: The utilization analysis evaluating the representation of individual with disabilities in each job group, or, if appropriate, evaluating the representation of individuals with disabilities in the workforce as a whole, as provided in 41 CFR 60-741.45.
- b. Progress Report 2 will be due on January 30, 2023, covering the period of July 1, 2022, through December 31, 2022. The report will include:
- i. For Violations 1 and 4: A report on R&K Enterprise Solutions' affirmative action goals effective January 1, 2022. This report should include:

- the actual number of placements (hires plus promotions) made during the progress reporting period into each job group with goals (i.e., total placements, total minority placements, and total female placements).
- ii. For Violation 2: R&K Enterprise Solutions' applicant flow log, in Microsoft Excel format, to include each applicant's name or applicant identification number, gender, race and/or ethnicity, method of application (e.g. hard copy application/resume, online, fax, etc.), date of application, position applied for by job group and job title, whether the applicant was interviewed, final disposition of the applicant, including the reason for non-selection, hire date, if applicable, and job title hired into, if applicable.
 - iii. For Violation 5: R&K Enterprise Solutions' report on its internal audit and reporting system that measures the success of the effectiveness of its affirmative action program for women and minorities. The report will include the following:
 - The schedule of the internal reporting as to the degree to which equal employment opportunity and organizational objectives are attained;
 - The schedule, or dates, the report results were reviewed with all levels of management;
 - The schedule, or dates, top management was advised of the program effectiveness;
 - The recommendations to improve unsatisfactory performance, if applicable.
 - iv. For Violation 6: Documentation of the results of R&K Enterprise Solutions' in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist. At a minimum, this documentation will include:
 - R&K Enterprise Solutions' evaluation of its personnel activity (applicant flow and hires) to determine whether there are selection disparities, including all impact ratio analyses; and
 - R&K Enterprise Solutions' evaluation of its selection, recruitment, referral, and other personnel procedures to determine whether they result in disparities in the employment or advancement of minorities or women, including all impact ratio analyses by step in the selection process.
 - v. For Violation 7: A list of all employment openings that occurred during the reporting period to include documentation to confirm these openings were listed with the appropriate ESDS (state workforce agency or local ESDS) where the openings occurred, in a manner and format that allows

the ESDS to provide priority referrals of protected veterans to R&K Enterprise Solutions.

- vi. For Violation 7: Copies of all responses received from each employment service delivery system (ESDS) used during the report period.
- vii. For Violation 8: Documentation to demonstrate that R&K Enterprise Solutions invited applicants for employment, prior to an offer of employment, to voluntarily identify as a protected veteran, and/or to 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), including a copy or screen capture of its voluntary self-identification form.
- viii. For Violations 9 and 12: Documentation to verify that R&K Enterprise Solutions undertook appropriate outreach and positive recruitment activities reasonably designed to effectively recruit qualified protected veterans and conducted an assessment of its efforts. This documentation should include a copy of the sections of R&K Enterprise Solutions' AAP that list: 1) Its outreach activities with supporting documentation; 2) An assessment of the effectiveness of each activity; and 3) A copy of R&K Enterprise Solutions' annual assessment of the totality of its outreach activities, as required by 41 CFR 60-300.44(f)(3). R&K Enterprise Solutions should note that 41 CFR 60-300.44(f) lists examples of several resources that may aid contractors in effectively recruiting and employing qualified protected veterans.
- ix. For Violation 9: Copies of all responses or other related correspondence received from each of the organizations used during the reporting period in efforts to recruit qualified protected veterans.
- x. For Violations 10 and 12: A description of R&K Enterprise Solutions' audit and reporting system, effective January 1, 2022, designed to measure the effectiveness of its VEVRAA affirmative action program, including the documented actions taken to comply with the obligations of paragraphs (h)(1)(i) through (v) of 41 CFR 60-300.44(h).
- xi. For Violations 11 and 12: Documentation of the following computations or comparisons pertaining to applicants and hires, as required by 41 CFR 60-300.44(k):
 - 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.

- xii. For Violation 13: Documentation to demonstrate that R&K Enterprise Solutions invited applicants for employment, prior to an offer of employment, to voluntarily inform it whether the applicant believes that he or she is an individual with a disability, as that term is defined in 41 CFR 60-741.2(g)(1)(i) or (ii), using the OMB-approved form for this purpose. R&K Enterprise Solutions will also submit a copy or screen capture of its voluntary self-identification form.
- xiii. For Violations 14 and 18: Documentation to verify R&K Enterprise Solutions undertook appropriate outreach and positive recruitment activities reasonably designed to effectively recruit qualified individuals with disabilities and conducted an assessment of its efforts. This documentation should include a copy of the sections of R&K Enterprise Solutions' AAP that list: 1) Its outreach activities with supporting documentation; 2) An assessment of the effectiveness of each activity; and 3) A copy of R&K Enterprise Solutions' annual assessment of the totality of its outreach activities, as required by 41 CFR 60-741.44(f)(3). R&K Enterprise Solutions should note that 41 CFR 60-741.44(f) lists examples of several resources that may aid contractors in effectively recruiting and employing qualified individuals with disabilities.
- xiv. For Violation 14: Copies of all responses or other related correspondence received from each of the organizations used during the reporting period in efforts to recruit qualified individuals with disabilities.
- xv. For Violations 15 and 18: A description of R&K Enterprise Solutions' audit and reporting system, effective January 1, 2022, designed to measure the effectiveness of its Section 503 affirmative action program, including the documented actions taken to comply with the obligations of paragraphs (h)(1)(i) through (v) of 41 CFR 60-741.44(h).
- xvi. For Violations 16 and 18: Documentation of the following computations or comparisons pertaining to applicants and hires, 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 individuals with disabilities hired; and
 - The total number of applicants hired.
- xvii. For Violations 17 and 18: The utilization analysis evaluating the representation of individual with disabilities in each job group, or, if

appropriate, evaluating the representation of individuals with disabilities in the workforce as a whole, as provided in 41 CFR 60-741.45.

R&K Enterprise Solutions will submit reports to Shanae Moody, District Director at (b) (6), (b) (7)(C)@dol.gov.

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

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and R&K Enterprise Solutions, Inc., 11830 Canon Boulevard, Suite D, Newport News, VA 23606.

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

Jeffrey Connors
President
R&K Enterprise Solutions, Inc.

DATE: _____

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

Shanae Moody
District Director
OFCCP, Richmond Area Office

DATE: March 2, 2022

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

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

Compliance Officer
OFCCP, Richmond Area Office

DATE: _____