

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
OpTech, LLC
5440 Corporate Drive, Suite 260
Troy, Michigan 48084

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated OpTech, LLC's, (OpTech) establishment located at 5440 Corporate Drive, Suite 260, Troy, Michigan, 48084, beginning on February 1, 2021. OFCCP found that OpTech failed to comply with Executive Order 11246, as amended (E.O. 11246), 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 CFR 60-2.10 and 41 CFR 60-300.

OFCCP notified OpTech of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on February 16, 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 OpTech 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 OpTech's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246 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 OpTech 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 OpTech'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. OpTech 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 OpTech 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. OpTech 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 OpTech submits its final progress report required in Section IV, below, unless OFCCP notifies OpTech in writing before the expiration date that OpTech 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 OpTech has met all of its obligations under the Agreement.
10. If OpTech violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34, and /or 41 C.F.R. 60-300.63 will govern:
 - i. OFCCP will send OpTech a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. OpTech 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 OpTech 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 OpTech, 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. OpTech may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27, and/or 41 C.F.R. 60-300.66, and/or other appropriate relief for violating this Agreement.
- 11. OpTech neither admits nor denies 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 time period of January 1, 2020 through December 31, 2020, OpTech failed to develop and maintain a written affirmative action program pursuant to Executive Order 11246, and its requirements at 41 CFR 60-1.40(a) and CFR 60-2.10-17. Specifically, on April 8, 2021, OpTech submitted a statement that it did not have an AAP, nor had it prepared and maintained any supporting data prior to the receipt of the Scheduling Letter.

REMEDY: OpTech submitted on April 8, 2021, an Executive Order 11246 Affirmative Action Program (AAP) for the current year that meets the requirements of the regulations. OpTech must develop and maintain a written AAP pursuant to Executive Order 11246, and its requirements at 41 CFR 60-1.40(a) and CFR 60-2.10. This AAP shall set forth OpTech's policies and procedures in accordance with 41 CFR 60-2.10-17. This AAP may be integrated into or kept separate from other AAPs. OpTech must review and update its AAP pursuant to 41 CFR 60-2.10-17.

- 2. **VIOLATION:** During the period of January 1, 2020 through December 31, 2020, OpTech failed to include the equal opportunity clause for VEVRAA in its subcontracts

and/or purchase orders, either directly or by reference, in the prescribed manner, in violation of 41 CFR 60-300.5(a)-(d). Specifically, on April 8, 2021 OpTech submitted a statement that it did not have an AAP, nor had it prepared and maintained any supporting data prior to the receipt of the Scheduling Letter.

REMEDY: OpTech developed and submitted on April 8, 2021, an Affirmative Action Program, which is acceptable. OpTech must include or reference the provisions of the equal opportunity clause in its subcontracts and purchase orders, as required by 41 CFR 60-300.5(a)-(d). If OpTech incorporates the equal opportunity clause in its subcontracts and purchase orders by reference, rather than by restating the clause verbatim, it must incorporate the clause in the manner prescribed by 41 CFR 60-300.5(d).

3. **VIOLATION:** During the period January 1, 2020 through December 31, 2020, OpTech 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. Specifically, on April 8, 2021, OpTech submitted a statement that it had not listed any employment openings with either the state workforce agency job bank or a local employment service delivery system.

REMEDY: OpTech must 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 must allow the ESDS to provide priority referrals of protected veterans to OpTech, as required by 41 CFR 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, OpTech must 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, OpTech must provide updated information simultaneously with its next job listing.

4. **VIOLATION:** During the period January 1, 2020 through December 31, 2020, OpTech failed to include (or ensure the inclusion of), in all solicitations and advertisements for employees, a statement that all qualified applicants must be considered for employment and must not be discriminated against based on their protected veteran status, in violation of 41 CFR 60-300.5(a)(12). Specifically, on April 8, 2021, OpTech submitted a statement that it had failed to include (or ensure the inclusion of), in all solicitations and advertisements for employees such a non-discrimination statement.

REMEDY: OpTech must include (or ensure the inclusion of), in all solicitations and advertisements for employees, a statement that all qualified applicants must be considered for employment and must not be discriminated against on the basis of their protected veteran status, in accordance with 41 CFR 60-300.5(a) 12.

5. **VIOLATION:** During the period of January 1, 2020 through December 31, 2020, OpTech failed to prepare and maintain an affirmative action program (AAP) for protected veterans at each establishment, in violation of 41 CFR 60-300.40(b). Specifically, on April 8, 2021, OpTech submitted a statement that it did not have an affirmative action program, nor had it begin preparing such a document prior to the receipt of the Scheduling Letter.

REMEDY: OpTech submitted on April 8, 2021, a Veteran's Affirmative Action Program for the current year that meets the requirements of the regulations. OpTech must prepare and maintain an AAP for protected veterans at each establishment. The AAP shall set forth OpTech's policies and procedures in accordance with 41 CFR 60-300.40-45. This AAP may be integrated into or kept separate from other AAPs. OpTech shall review and update annually its AAP pursuant to 41 CFR 60-300.40(c) and must comply with all obligations set forth in Subpart C of the regulations, 41 CFR 60-300.40-45.

6. **VIOLATION:** During the period January 1, 2020 through December 31, 2020, OpTech 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. Specifically, on April 8, 2021, OpTech submitted a statement that it failed to invite applicants to inform it whether the applicant believes that he or she is a veteran.

REMEDY: OpTech must 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, OpTech must invite applicants for employment, prior to an offer of employment, to voluntarily identify as a protected veteran. Additionally, OpTech must 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. OpTech 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). OpTech must keep all invitations of 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).

7. **VIOLATION:** During the period of January 1, 2020 through December 31, 2020, OpTech failed to include an equal opportunity policy statement in its affirmative action program and post the policy statement on company bulletin boards. Specifically, on April 8, 2021, OpTech submitted a statement that it did not have an AAP nor a signed policy statement prior to the receipt of the Scheduling Letter. This is a violation of 41 CFR 60-300.44(a).

REMEDY: OpTech must include an equal opportunity policy statement in its affirmative action program and post the policy statement on company bulletin boards. OpTech must ensure that applicants and employees who are disabled veterans are provided

the notice in a form that is accessible and understandable to the disabled veteran (e.g., providing Braille or large print versions of the notice, or posting the notice for visual accessibility to persons in wheelchairs).

8. **VIOLATION:** During the period of January 1, 2020 through December 31, 2020, OpTech failed to 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. Specifically, on April 8, 2021, OpTech submitted a statement that it did not have any AAPs nor that it had undertaken any examination of its personnel processes prior to the receipt of the Scheduling Letter. This is a violation of 41 CFR 60-300.44(b).

REMEDY: OpTech must 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.

9. **VIOLATION:** During the period of January 1, 2020 through December 31, 2020, OpTech failed to provide in its affirmative action program, and failed to adhere to, a schedule for the periodic review of all physical and mental job qualification 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. Specifically, on April 8, 2021, OpTech submitted a statement that it did not have any AAPs, nor had it undertaken any review of any physical or mental job qualification standard prior to the receipt of the Scheduling Letter. This is a violation of 41 CFR 60-300.44(c).

REMEDY: OpTech must provide in its affirmative action program, and must adhere to, a schedule for the periodic review of all physical and mental job qualification 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.

10. **VIOLATION:** During the period of January 1, 2020 through December 31, 2020, OpTech failed to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified disabled veteran unless it can demonstrate that the accommodation would impose an undue hardship on the operation of its business. Specifically, on April 8, 2021, OpTech submitted a statement that it did not have any AAPs, nor did it have any formal or written accommodation policies prior to the receipt of the Scheduling Letter. This is a violation of 41 CFR 60-300.44(d).

REMEDY: OpTech must make reasonable accommodation to the known physical or mental limitations of an otherwise qualified disabled veteran unless it can demonstrate that the accommodation would impose an undue hardship on the operation of its business.

11. VIOLATION: During the period of January 1, 2020 through December 21, 2020, OpTech failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified protected veterans, document these activities, assess their effectiveness, and document its review, in violation of 41 CFR 60-300.44(f). Specifically, on April 8, 2021, OpTech submitted a statement that it had not undertaken any external outreach or positive recruitment of veterans, nor had it conducted any assessment of its required affirmative action efforts prior to the receipt of the Scheduling Letter.

REMEDY: OpTech must undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified protected veterans, such as those described at 41 CFR 60-300.44(f)(2). OpTech must annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-300.44(f)(3). OpTech must document all activities it undertakes to comply with this section, in accordance with 41 CFR 60-300.44(f)(4).

12. VIOLATION: During the period of January 1, 2020 through December 21, 2020, OpTech failed to document and maintain the required data pertaining to applicants and hires, in violation of 41 CFR 60-300.44(k). Specifically, OpTech did not document nor maintain for a period of three years, the number of applicants and hires who self-identified as protected veterans.

REMEDY: OpTech must document the following computations or comparisons pertaining to applicants and hires, on an annual basis and must maintain them for a period of three (3) years, in accordance with 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.

IV. OFCCP Monitoring Period

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

2. Contractor Reports.

OpTech 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: Due on September 30, 2022 covering the period of March 1, 2022 through August 31, 2022.

Documentation of the following:

For Violation #1, OpTech will provide a copy of its current year Executive Order 11246 Affirmative Action Program (AAP).

For Violation #2, OpTech will provide a copy of at least one (1) subcontract and/or purchase order issued, as documentary evidence that it has now included, or referenced the provisions of the equal opportunity clause.

For Violation #3, OpTech will provide a copy of its job postings listed with either the state workforce agency job bank or a local employment service delivery system.

For Violation #4, OpTech will provide a copy of at least one (1) solicitation and/or advertisement for employees a statement that all qualified applicants must be considered for employment and must not be discriminated against on the basis of their protected veteran status.

For Violation #5, OpTech will provide a copy of its current year Veteran's Affirmative Action Program that sets forth OpTech's policies and procedures in accordance with 41 CFR 60-300.40-45.

For Violation #6, OpTech will provide a copy of at least one (1) of its Self-Identification forms (including Veteran's status) showing that it has invited applicants to inform it whether the applicant believes that he or she is a veteran protected by VEVRAA.

For Violation #7, OpTech will provide a signed and dated copy of its equal opportunity policy statement.

For Violation #8, OpTech will provide a copy of its review of its personnel processes to provide for careful, thorough, and systematic consideration of the job qualifications of applicants and employees who are known protected veterans for job vacancies.

For Violation #9, OpTech will provide a copy of its review of all physical and mental job qualification standards to ensure that they are job-related for the position in question and are consistent with business necessity.

For Violation #10, OpTech will provide a copy of its formal or written accommodation policies detailing the process it takes to provide reasonable accommodation to the known physical or mental limitations of an otherwise qualified disabled veteran.

For Violation #11, OpTech will provide a copy of a detailed summary of its actions and efforts of its outreach and recruitment activities, assess their effectiveness, and document what future actions or efforts OpTech needs to undertake.

For Violation #12, OpTech will provide a copy of its documentation, computations, and/or comparisons and analysis of the required data pertaining to applicants and hires as required by 41 CFR 60-300.44(k).

OpTech will submit reports to Detroit Assistant District Director Laila Turner at (b) (6), (b) (7)(C) ldolgo@doj.gov. OpTech 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 OpTech provides in accordance with this Agreement customarily kept private or closely-held, and OpTech believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, OpTech will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request,

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

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V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and OpTech LLC, 5440 Corporate Drive, Suite 260, Troy Michigan 48098.

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

Ms/Ronia Kruse
President & CEO
OpTech, LLC
Troy, Michigan

DATE: 3/2/22

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

Phyllis E. Lipkin
District Director
Midwest Region
Detroit District Office

DATE: _____

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

(b) (6), (b) (7)(E)
Compliance Officer
Midwest Region
Detroit District Office

DATE: 3/7/22