

Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
And  
SE Oxford OH USOXF00002  
OFCCP Case No. R00301274

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the SE Oxford OH USOXF00002 (SE Oxford) establishment located at 5735 College Corner Road in Oxford, OH 45056, beginning on November 5, 2020. OFCCP found that SE Oxford failed to comply with the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) and the implementing regulations at 41 Code of Federal Regulations (CFR) Chapter 60.

OFCCP notified SE Oxford of the specific violation and the corrective action required in a Notice of Violation (NOV) issued on February 22, 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 SE Oxford 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 SE Oxford's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under VEVRAA based on the violation alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if SE Oxford 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 SE Oxford'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. SE Oxford 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 SE Oxford of its obligation to fully comply with the requirements of Executive Order 11246, as amended (E.O. 11246), Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503), VEVRAA, their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.

4. SE Oxford 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 are deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement will expire sixty (60) days after SE Oxford submits its final progress report required in Section IV, below, unless OFCCP notifies SE Oxford in writing before the expiration date that SE Oxford 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 SE Oxford has met all of its obligations under the Agreement.
10. If SE Oxford violates this Agreement:
  - a. The procedures at 41 CFR 60-300.63 will govern:
    - i. OFCCP will send SE Oxford a written notice stating the alleged violation(s) and summarizing any supporting evidence.
    - ii. SE Oxford 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 SE Oxford 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 SE Oxford, 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. SE Oxford may be subject to the sanctions set forth in 41 CFR 60-300.66, and/or other appropriate relief for violating this Agreement.
- 11. SE Oxford does not admit any violation of Executive Order 11246, Section 503 and VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
- 12. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
- 13. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the United States Department of Labor.
- 14. Each party shall bear its own fees and expenses with respect to this matter.
- 15. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation, or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.
- 16. All references to “days” in this Agreement are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.

### III. Technical Violations and Remedies

- 1. **VIOLATION:** During the period January 1, 2019 through September 13, 2021, SE Oxford 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:** SE Oxford 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 SE Oxford, as required by 41 CFR 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, SE Oxford 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, SE Oxford shall provide updated information simultaneously with its next job listing.

#### **IV. OFCCP Monitoring Period**

1. **Recordkeeping.** SE Oxford agrees to retain all records relevant to the violation 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. SE Oxford will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **SE Oxford Progress Reports.**

- A. **Schedule and Instructions.** SE Oxford will submit the documents and progress report described below to OFCCP Chicago District Compliance Officer, (b) (6), (b) (7)(E) at (b) (6), (b) (7)(C)@dol.gov.

SE Oxford agrees to furnish OFCCP with the following report during the Monitoring Period according to the following schedule:

Progress Report will be due on March 25, 2023 and will cover the period from the effective date of this Agreement through December 31, 2022.

SE Oxford 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 SE Oxford provides in accordance with this agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and SE Oxford believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, SE Oxford will provide such reports to OFCCP marked as “Confidential”. In the event of a FOIA request, OFCCP will promptly notify SE Oxford of the FOIA request and provide SE Oxford with an opportunity to object to disclosure. OFCCP will withhold disclosure of such reports to the maximum extent allowable by law.

Progress Report 1 shall include:

Pursuant to violation 1:

- a. Evidence that SE Oxford listed all employment openings with the appropriate Employment Service Delivery System (ESDS), as required by 41 CFR 60-300.5(a)2-6.
  - b. Evidence that SE Oxford advised the ESDS, with its initial listing and as subsequently needed to update the information, that it is a federal contractor that desires priority referrals of protected veterans for job openings at all locations within the state.
  - c. Evidence that SE Oxford provided the ESDS 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.
  - d. A list, preferably in MS Excel format, of all job titles in which hiring occurred during the progress reporting period. This list must include the hire date for each hired applicant.
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 SE Oxford's final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify SE Oxford in writing within sixty (60) days of the date of the final progress report that SE Oxford 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 SE Oxford within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines SE Oxford has met all of its obligations under the Agreement.

**V. Signatures**

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and SE Oxford located at 5735 College Corner Road in Oxford, OH 45056.

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

John Nomina  
Plant Manager  
SE Oxford

DATE: 3/9/2022

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

Henrietta Brinson  
Acting, District Director  
OFCCP, Chicago District Office

DATE: \_\_\_\_\_

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

Shelley Gordon  
Assistant District Director  
OFCCP, Chicago District Office

DATE: \_\_\_\_\_

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

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

Compliance Officer  
OFCCP, Chicago District Office

DATE: \_\_\_\_\_