

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
SEACORP, LLC
62 Johnny Cake Hill Road
Middletown, RI 02842
OFCCP No: R00301898

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated SEACORP, LLC (Contractor) 62 Johnny Cake Hill Road, Middletown, RI 02842, beginning on April 28, 2020. OFCCP found that Contractor failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order) and their respective implementing regulations at 41 CFR Chapter 60 due to the specific violations cited in Part II below.

OFCCP notified Contractor of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on June 30, 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 Contractor 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 Contractor's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503, and/or VEVRAA based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Contractor 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 Contractor'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. Contractor 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 Contractor 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. Contractor 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.
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 Contractor submits its final progress report required in Section IV, below, unless OFCCP notifies Contractor in writing before the expiration date that Contractor 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 Contractor has met all of its obligations under the Agreement.
10. If Contractor violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34 will govern:
 - i. OFCCP will send Contractor a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. The Contractor 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 Contractor 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 Contractor, 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. Contractor may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27, and/or other appropriate relief for violating this Agreement.

11. Contractor does not admit any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
12. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
13. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the United States Department of Labor.
14. Each party shall bear its own fees and expenses with respect to this matter.
15. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation, or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.
16. All references to "days" in this Agreement are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.

III. Technical Violations and Remedies

1. **VIOLATION:** During the period January 1, 2019 through December 31, 2019, Contractor 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, Contractor failed to identify, through an effective in-depth analysis, that its applicant tracking system was ineffective.

Had Contractor performed an effective in-depth analysis as required, it would have determined its applicant tracking system was ineffective. Accordingly, the issue should have been included as part of Contractor's Identification of Problem Areas.

REMEDY: Contractor 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, Contractor will evaluate personnel activity, specifically applicant flow and hires, to determine whether there are selection disparities.

2. **VIOLATION:** During the period January 1, 2019 through December 31, 2019, Contractor failed to develop and implement an effective 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) (1) through (4). Specifically, Contractor failed to develop and implement an effective internal audit and reporting system that would have identified its applicant tracking system was ineffective.

REMEDY: Contractor will develop and implement an effective 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) (1) through (4).

The internal audit and reporting system will include the following:

- a. Monitoring records of personnel activity including compensation, at all levels to ensure that its nondiscriminatory policy is carried out;
 - b. Requiring internal reporting on a scheduled basis as to the degree to which equal employment opportunity and organizational objectives are attained;
 - c. Reviewing report results with all levels of management; and
 - d. Advising top management of program effectiveness and submitting recommendations, including specific steps and concrete strategies, to improve unsatisfactory performance.
3. **VIOLATION:** During the period January 1, 2019 through December 31, 2019, Contractor failed to implement an effective applicant tracking system in accordance with the requirement of 41 CFR 60-3.4 and 60-3.15. Specifically, Contractor failed to effectively collect and identify race and gender information at the applicant stage of the selection process.

REMEDY: On December 1, 2020, Contractor implemented a new applicant tracking system to address issues related with the self-ID questions which led to applicants skipping race and gender data. Contractor will continue to implement an applicant tracking system that effectively enables it to analyze its pool of applicants for: a) Affirmative Action purposes to ensure that the process is yielding a diverse pool of qualified minority and female applicants; and b) Nondiscrimination purposes to monitor for disparate treatment or unlawful adverse impact in the selection process, and to continue to do so for as long as it is subject to the requirements of Executive Order 11246 identified in 41 CFR 60-3.15A(3)(a).

IV. OFCCP Monitoring Period

1. **Recordkeeping.** Contractor agrees to retain all records relevant to the violation(s) cited in Section III above and the reports submitted in compliance with Paragraph 2, below. These records include underlying data and information such as Human Resources Information System (HRIS) and payroll data, job applications and personnel records, and any other records or data used to generate the required reports. Contractor will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. Contractor Reports.

Contractor agrees to furnish OFCCP with the following reports during the Monitoring Period. Each report will contain the documentation specified according to the dates scheduled:

Contractor will submit two progress reports. The *first* progress report shall be due on March 3, 2023 and will cover the period of January 1, 2022 to December 31, 2022. The *second* progress report shall be due July 31, 2023, and will cover the period of January 1, 2023 through June 30, 2023.

Contractor will submit the following progress reports:

The *first report* shall contain the following:

1. Contractor's EO 11246 Identification of Problem Areas section of Current AAP as of the due date (**Violation 1**).
2. Contractor's EO 11246 Internal Audit and Reporting narrative from its Current AAP as of the due date. The narrative should include the results for items a-d below (**Violation 2**):
 - a. Monitor records of all applicants and self-identification process at all levels to ensure the nondiscriminatory policy is carried out;
 - b. Require internal reporting on a scheduled bases by measuring Contractor's compliance with its voluntary self-identification procedures and applicant tracking including the degree to which equal employment opportunity and Contractor's objectives have been attained;
 - c. Review report results with all levels of management; and
 - d. Advise top management of program effectiveness and indicate any need for remedial action and submit recommendations to improve unsatisfactory performance.
3. Narrative discussion of any changes made to the Contractor's applicant tracking system since its implementation on December 1, 2020. (**Violation 3**).
4. A listing of all applicants and hires (to include open and closed job postings) for each job opening. This list must include (**Violation 3**):
 - a. Applicant name or ID;
 - b. Race/Ethnicity;
 - c. Gender;
 - d. Date of application;
 - e. Job group applied for;
 - f. Job title applied for;
 - g. Job title hired into;
 - h. Job group hired into
 - i. Disposition for those not selected for hire.

For item 4 above. Within 15 days of receipt of the first progress report OFCCP will send Contractor a list of 30 randomly selected applicant names. Contractor will have 15 days to submit the applications and self-identification forms.

The *second report* shall consist of the following:

1. A listing of all applicants and hires (to include open and closed job postings) for each job opening. This list must include (**Violations 3**):
 - a. Applicant name or ID;
 - b. Race/Ethnicity;
 - c. Gender;
 - d. Date of application;
 - e. Job group applied for;
 - f. Job title applied for;
 - g. Job group hired for;
 - h. Job title hired into;
 - i. Disposition for those not selected for hire.

Within 15 days of receipt of the second progress report OFCCP will send Contractor a list of 30 randomly selected applicant names. Contractor will have 15 days to resubmit the applications and self-identification forms.

Contractor will submit reports electronically to District Director Rhonda Aubin-Smith via e-mail at (b) (6), (b) (7)(C)

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

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and SEACORP, LLC at 62 Johnny Cake Hill Road, Middletown, RI 02842.

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

David Cadorette
President
SEACORP, LLC

DATE: 7/26/22

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

(b) (6), (b) (7)(C)
Compliance Officer
Boston District Office
Northeast Region

DATE: 7/28/22

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

Adriana Lopez
Assistant District Director
Boston District Office
Northeast Region

DATE: 7/28/22

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

Rhonda Aubin-Smith
District Director
Boston District Office
Northeast Region

DATE: 7/28/22