

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
Value Line, Inc.

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated Value Line, Inc. 551 Fifth Avenue, 3rd Floor New York, NY 10176, beginning on March 31, 2021. OFCCP found that Contractor failed to comply with 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 Chapter 60.

OFCCP notified Value Line, Inc. of the specific violation(s) and the corrective action(s) required in a Notice of Violation (NOV) issued on December 1, 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 Value Line, Inc. enters into this Conciliation Agreement and its attachments, and the parties agree to all the terms therein.

II. General Terms and Conditions

1. In exchange for Value Line, Inc.'s fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under VEVRAA based on the violation(s) alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Value Line, Inc. 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 Value Line, Inc.'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. Value Line, Inc. 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 Value Line, Inc. of its obligation to fully comply with the requirements of VEVRAA, their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.
4. Value Line, Inc. 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 it voluntarily.
6. This Agreement constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all 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 Rubayyi Salaam.
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 Value Line, Inc. submits its final progress report required in Section IV, below, unless OFCCP notifies Value Line, Inc. in writing before the expiration date that Value Line, Inc. 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 its obligations under the Agreement.
10. If Value Line, Inc. violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-300.44 (c)(1) will govern:
 - i. OFCCP will send Value Line, Inc. a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. The Value Line, Inc. 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 Value Line, Inc. 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 Value Line, Inc., 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. Value Line, Inc. may be subject to the sanctions set forth in 41 C.F.R. 60-300.44 (c)(1) and/or other appropriate relief for violating this Agreement.
11. Value Line, Inc. does not admit any violation of the VEVRAA obligations, 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 review period January 1, 2021, through December 31, 2021, Value Line, Inc. 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: Value Line, Inc. 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 will allow the ESDS to provide priority referrals of protected veterans to Value Line, Inc., as required by 41 CFR 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, Value Line, Inc. 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, Value Line, Inc. shall provide updated information simultaneously with its next job listing.

2. **VIOLATION:** During the review period January 1, 2021, through December 31, 2021, Value Line, Inc. failed to annually review the effectiveness of the outreach and recruitment efforts it took over the previous twelve months to identify and recruit qualified protected veterans, as required by 41 CFR 60-300.44(f)(3).

REMEDY: Value Line, Inc. 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). If Value Line, Inc. concludes that the totality of its efforts were not effective in identifying and recruiting qualified protected veterans, it shall identify and implement alternative efforts listed in 41 CFR 60-300.44(f)(1) or (f)(2).

3. **VIOLATION:** During the review period January 1, 2021, through December 31, 2021, Value Line, Inc.'s VEVRAA AAP failed to include all the required contents, as required by 41 CFR 60-300.44. Specifically, Value Line, Inc.'s AAP failed to include the data collection analysis element described in 41 CFR 60-300.44(k).

REMEDY: Value Line, Inc. must include the data collection analysis element described in 41 CFR 60-300.44(k) in its VEVRAA AAP, as required by 41 CFR 60-300.44.

IV. OFCCP Monitoring Period

1. **Recordkeeping.** Value Line, Inc. 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. Value Line, Inc. should provide a listing of all employment openings as they occur with an appropriate employment service delivery system (ESDS), must annually review its outreach and recruitment activities, assess their effectiveness, and document this review, and must include the data collection analysis. Value, Line Inc. will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Contractor Reports.**

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

- a. Progress Report 1: Due on July 31, 2023, covering the period of January 1, 2023, through June 30, 2023. This report will include:
 - i. documentation of the listing of all employment openings as they occur with an appropriate employment service delivery system (ESDS);
 - ii. documentation of the contractor's review of its outreach and recruitment activities, and its assessment of the effectiveness of those activities; and
 - iii. documentation of the data collection analysis the contractor implemented, according to the requirements of 41 CFR 60-300.44(k).
- b. Progress Report 2: Due on January 31, 2024, covering the period of July 1, 2023, through December 31, 2023. This report will include:

- i. documentation of the listing of all employment openings as they occur with an appropriate employment service delivery system (ESDS);
- ii. documentation of the contractor's review of its outreach and recruitment activities, and its assessment of the effectiveness of those activities; and
- iii. documentation of the data collection analysis the contractor implemented, according to the requirements of 41 CFR 60-300.44(k).

Value Line, Inc. will submit reports to Compliance Officer (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) or 26 Federal Plaza RM 36-116 New York, NY 10278.

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

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Value Line, Inc. 551 Fifth Avenue, 3rd Floor New York, NY 10176.

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

Howard Brecher
Chief Executive Officer
Value Line, Inc.
New York, NY

DATE: January 3, 2023

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

Rubayyi Salaam
District Director
New York District Office & Caribbean Field Station

January 19, 2023

DATE: _____

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

Compliance Officer
New York District Office

DATE: January 6, 2023