

# **CONCILIATION AGREEMENT**

**Between**

**THE U.S. DEPARTMENT OF LABOR**

**OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS**

**And**

**RAPP WORLDWIDE TEXAS.**

## **I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated RAPP Worldwide Texas (RAPP's) establishment located at 7850 North Beltline Rd, Irving, TX, beginning on October 19, 2022. OFCCP found that the Contractor failed to comply with the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA), and its respective implementing regulations at 41 Code of Federal Regulations (CFR) Chapter 60-300.

OFCCP notified RAPP of the specific violations found and the corrective actions required in a Notice of Violations (NOV) issued on August 17, 2023. 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 RAPP (the parties) enter into this Conciliation Agreement (Conciliation Agreement or Agreement) and agree to all the terms therein.

## **II. General Terms and Conditions**

1. In exchange for RAPP'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 violation(s) alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if RAPP 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 RAPP'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. RAPP 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 it requests, including those specified in this Agreement.

3. Nothing in this Agreement relieves RAPP 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. RAPP 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, Kimone C. Paley (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 RAPP submits its final progress report required in Section IV, below, unless OFCCP notifies RAPP in writing before the expiration date that RAPP 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 RAPP has met all of its obligations under the Agreement.
10. If RAPP violates this Agreement:
  - a. The procedures at 41 C.F.R. 60-1.34. 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 RAPP a written notice stating the alleged violation(s) and summarizing any supporting evidence.
    - ii. RAPP 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 RAPP 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 RAPP, 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. RAPP 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, and/or 41 C.F.R. 60-300.66 and/or other appropriate relief for violating this Agreement.
- 11. RAPP 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 October 19, 2020 through present, RAPP failed to submit the VETS 4212 Report in accordance with the requirements of 41 CFR § 61–300.10 and 41 CFR § 300.11. Specifically, RAPP was unable to provide the report to OFCCP upon request as part of its compliance evaluation and acknowledged via email response sent on July 31, 2023, that it did not have the VETS-4212 Report to provide.

**REMEDY:** RAPP must use the VETS- 4212 Report to report the information on veterans' employment required in paragraph (a) of the contract clause set forth in § 61–300.10 and §61-300.11. The VETS-4212 Report must be filed between August 1 and September 30 of each year following any calendar year in which a contractor or subcontractor held a contract or subcontract.

2. **VIOLATION:** During the period October 19, 2020 through present, RAPP 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, OFCCP found that RAPP had not posted its job listing as stated in its AAP submission received on December 6, 2022. Furthermore, RAPP acknowledged on July 31, 2023, that it was unaware of this requirement.

**REMEDY:** RAPP 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 RAPP, as required by 41 CFR 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, RAPP 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, RAPP shall provide updated information simultaneously with its next job listing.

#### IV. OFCCP Monitoring Period

1. **Progress Reports:** Pursuant to the Violations in Part III of this Agreement, RAPP will submit two progress reports covering a one-year period. The first progress report will be due on April 8, 2024 (seven months from the effective date of this Agreement) and must cover the period of September 8, 2023 through March 8, 2024. The second progress report will cover the successive six-month period of March 9, 2024 through September 9, 2024, and must be submitted within 30 calendar days of the close of that six-month period (October 9, 2024). RAPP will submit reports to:

Kimone C. Paley  
Dallas District Director  
U.S. Department of Labor/OFCCP  
Dallas District Office  
525 South Griffin Street, Suite 512  
Dallas, Texas 75202  
(b) (6), (b) (7)(C)@dol.gov

RAPP will submit the following in the first progress report:



- i. A copy of RAPP's filed 2024 VETS-4212 report.
- ii. Documentation showing RAPP is listings of 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 RAPP, as required by 41 CFR 60-300.5(a)2-6. (i.e. sample job postings, email submissions to the state workforce agency job bank or a local ESDS, etc.). Provide documentation showing it advised 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 documentation it submitted to the employment service delivery system 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.

RAPP will submit the following in the second progress report:

- i. A copy of RAPP's current VETS- 4212 Report.
- ii. Documentation showing RAPP is listings of 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 RAPP, as required by 41 CFR 60-300.5(a)2-6. (i.e. sample job postings, email submissions to the state workforce agency job bank or a local ESDS, etc.).

**2. Recordkeeping.** RAPP agrees to retain all records and data pertinent to the violation(s) resolved by this Agreement and the reports submitted in accordance with it, including the underlying information on which the reports are based, until the expiration of this Agreement or consistent with regulatory requirements, whichever is later.

**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 RAPP's final progress report as set forth in Part IV. If OFCCP fails to notify RAPP in writing within sixty (60) days of the date of the final progress report that RAPP 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 RAPP within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines RAPP has met all of its obligations under the Agreement.

## V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and RAPP Worldwide Texas.

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

Dylan Harvey  
VP, Regional Human Resources Lead, East  
Rapp Worldwide  
New York, NY

Rapp Worldwide

DATE: 09/08/2023

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

Kimberly Papp  
Dallas District Director  
Southwest & Rocky Mountain Region

DATE: 09/08/2023