

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
Restoration Services, Inc.

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Restoration Services, Inc.'s ("Restoration") establishment located at 203 Victorious Boulevard, Oak Ridge, TN 37830, beginning on January 13, 2023. OFCCP found that Restoration failed to comply with Executive Order 11246, as amended.

OFCCP notified Restoration of the specific violation and the corrective action required in a Notice of Violation issued on August 18, 2023.

In the interest of resolving the violation without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and Restoration enter into this Conciliation Agreement and its attachments, and the parties agree to all the terms therein.

The attachments to this Agreement are deemed incorporated into this Agreement.

II. General Terms and Conditions

1. In exchange for Restoration's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Restoration violates any provision of this Agreement, as set forth in Paragraph 11, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
 2. OFCCP may review Restoration'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. Restoration 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 Restoration 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. Restoration and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246, Section 503, and/or VEVRAA.
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5. Restoration 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.
 6. The parties understand the terms of this Agreement and enter into it voluntarily.
 7. This Agreement, including its attachments, 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.
 8. This Agreement becomes effective on the day it is signed by the District Director (Effective Date).
 9. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
 10. This Agreement will expire sixty (60) days after Restoration submits its final progress report required in Section VIII, below, unless OFCCP notifies Restoration in writing before the expiration date that Restoration 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 Restoration has met all of its obligations under the Agreement.
 11. If Restoration violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34 will govern:
 - i. OFCCP will send Restoration a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. Restoration 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 Restoration is unable to demonstrate that it has not violated the Agreement, or if OFCCP's 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 Restoration, 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 agreed to in the Agreement.
 - b. Restoration 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.
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12. Restoration neither admits nor denies any violation of the Executive Order, nor has there been an adjudication on the merits regarding any such violation.
13. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
14. 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.
15. Each party shall bear its own fees and expenses with respect to this matter.
16. 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.
17. All references to “days” in this Agreement, and in the Timeline included as Attachment B, 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

VIOLATION: During the period of March 1, 2021 through February 28, 2022, Restoration Services Inc. failed to develop and execute action-oriented programs designed to attain established goals and objectives, as required by 41 CFR 60-2.17(c). Specifically, Restoration Services Inc. failed to develop effective action-oriented programs and demonstrate that it made good faith efforts to expand employment opportunities, and produce measurable results in order to meet goals that were established for Job Groups 2S and 3B.

REMEDY: Restoration Services Inc. will develop and execute action-oriented programs designed to attain established goals and objectives, as required by 41 CFR 60-2.17(c). Specifically, Restoration Services Inc. will develop effective action oriented programs and demonstrate that it made good faith efforts to expand employment opportunities in Job Groups 2S and 3B. This should include efforts to build relationships with organizations including, but not limited to, Historically Black Colleges and Universities (HBCUs), Hispanic Association of Colleges and Universities (HACUs) and any other organizations that can provide qualified applicants to assist with efforts to attain goals and objectives.

IV. OFCCP Monitoring Period

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

2. Restoration Progress Reports.

a. Restoration 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 March 30, 2024 covering the period from September 1, 2023 through February 29, 2024.

B. **Progress Report 2:** Due on September 30, 2024 covering the period from March 1, 2024 through August 31, 2024

Pursuant to Violation: Documentation verifying Restoration developed and executed action-oriented programs designed to correct any problem areas identified pursuant to 41 CFR 60-2.17(b) to assist in attaining established goals and objectives, as required by 41 CFR 60-2.17(c).

Restoration will submit reports to Compliance Officer (b) (6), (b) (7)(C), with a copy to Assistant District Director Guy R. Auguste at (b) (6), (b) (7)(C)@dol.gov. Restoration 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 Restoration provides in accordance with this agreement are customarily kept private or closely-held, and the Restoration believes should remain confidential under Exemption 4 of FOIA in the event of a FOIA request, Restoration will provide such reports to OFCCP marked as “Confidential”. In the event of a FOIA request, OFCCP will treat any such documents received as confidential documents.

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 Restoration’s final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify Restoration in writing within sixty (60) days of the date of the final progress report that Restoration 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 Restoration within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Restoration has met all of its obligations under the Agreement.

IV. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Restoration Services Inc.

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

Allison Getsi
President
Restoration Services Inc.

DATE: _____

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

Christopher Williams
District Director-Birmingham
OFCCP

DATE: 09/14/23

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

(b) (6), (b) (7)(C)
Guy Auguste
Assistant District Director-Birmingham
OFCCP

DATE: 09/14/23

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

(b) (6), (b) (7)(C)
Compliance Officer-Birmingham
OFCCP

DATE: 09/14/23