

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
Gametime Company Inc.

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated Gametime Company Inc. (Gametime) at 150 Playcore Drive, Fort Payne, Alabama, beginning on March 28, 2023. OFCCP found that Gametime failed to comply with Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503) and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) and their respective implementing regulations at Section 503 of the Rehabilitation Act of 1973 (Section 503), as amended; and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (VEVRAA), as amended.

OFCCP notified Gametime of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on September 21, 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 Gametime 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 Gametime's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under Section 503 and VEVRAA based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Gametime 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 Gametime'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. Gametime 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 Gametime 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. Gametime 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 is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement will expire sixty (60) days after Gametime submits its final progress report required in Section IV, below, unless OFCCP notifies Gametime in writing before the expiration date that Gametime 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 Gametime has met all of its obligations under the Agreement.
10. If Gametime violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-300.63 and 41 C.F.R. 60-741.63 will govern:
 - i. OFCCP will send Gametime a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. Gametime 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 Gametime 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 Gametime, 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. Gametime may be subject to the sanctions set forth in 41 C.F.R. 60-741.66 or 41 C.F.R. 60-300.66, and/or other appropriate relief for violating this Agreement.
- 11. Gametime does not admit any violation of 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:** Gametime's VEVRAA AAP failed to include all the required contents, as required by 41 CFR 60-300.44. Specifically, Gametime's AAP failed to include the review of personnel processes element described in 41 CFR 60-300.44(b).

REMEDY: Gametime will include the review of personnel process element described in 41 CFR 60-300.44(b) in its VEVRAA AAP, as required by 41CFR 60–300.44.

- 2. **VIOLATION:** Gametime's VEVRAA AAP failed to include all the required contents, as required by 41 CFR 60-300.44. Specifically, Gametime's AAP failed to provide a schedule for the review of all physical and mental job qualifications standards to ensure that, to the extent qualification standards tend to screen out qualified disabled veterans, they are job-related for the position in question and are consistent with business necessity, as required by 41 CFR 60-300.44(c)(1).

REMEDY: Gametime will include in its VEVRAA AAP a schedule for the review of all physical and mental job qualifications standards to ensure that, to the extent qualification standards tend to screen out qualified disabled veterans, they are job-related for the position in question and are consistent with business necessity, as required by 41 CFR 60-300.44(c)(1).

3. **VIOLATION:** Gametime's VEVRAA AAP failed to include all the required contents, as required by 41 CFR 60-300.44. Specifically, Gametime's AAP failed to include the outreach and positive recruitment element described in 41 CFR 60-300.44(f).

REMEDY: Gametime will include the outreach and positive recruitment element described in 41 CFR 60-300.44(f) in its VEVRAA AAP, as required by 41 CFR 60-300.44.

4. **VIOLATION:** Gametime's Section 503 failed to include all the required contents, as required by 41 CFR 60-741.44. Specifically, Gametime's AAP failed to include the review of personnel processes element described in 41 CFR 60-741.44(b).

REMEDY: Gametime will include the review of personnel process element described in 41 CFR 60-741.44(b) in its Section 503 AAP, as required by 41 CFR 60-741.44.

5. **VIOLATION:** Gametime's Section 503 AAP failed to include all the required contents, as required by 41 CFR 60-741.44. Specifically, Gametime's AAP failed to provide a schedule for the review of all physical and mental job qualifications standards to ensure that, to the extent qualification standards tend to screen out qualified individuals with disabilities, they are job-related for the position in question and are consistent with business necessity, as required by 41 CFR 60-741.44(c)(1).

REMEDY: Gametime will include in its Section 503 AAP a schedule for the review of all physical and mental job qualifications standards to ensure that, to the extent qualification standards tend to screen out qualified individuals with disabilities, they are job-related for the position in question and are consistent with business necessity, as required by 41 CFR 60-741.44(c)(1).

6. **VIOLATION:** Gametime's Section 503 AAP failed to include all the required contents, as required by 41 CFR 60-741.44. Specifically, Gametime's AAP failed to include the outreach and positive recruitment element described in 41 CFR 60-741.44(f).

REMEDY: Gametime will include the outreach and positive recruitment element described in 41 CFR 60-741.44(f) in its Section 503 AAP, as required by 41 CFR 60-741.44.

IV. OFCCP Monitoring Period

1. **Recordkeeping.** Gametime 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. Gametime will

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

2. **Contractor Reports.**

Gametime 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 May 15, 2024 covering the period of November 1, 2023 through April 30, 2024.
 - Documentation of the review of personnel process element described in 41 CFR 60-300.44(b) in its VEVRAA AAP, as required by 41CFR 60-300.44.
 - Documentation of Gametime’s schedule for the review of all physical and mental job qualifications standards to ensure that, to the extent qualification standards tend to screen out qualified disabled veterans, they are job-related for the position in question and are consistent with business necessity, as required by 41 CFR 60-300.44(c)(1).
 - Documentation of appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified protected veterans, document these activities, assess their effectiveness, and document its review, in violation of 41 CFR 60-300.44(f).
 - Documentation of the review of personnel process element described in 41 CFR 60-741.44(b) in its Section 503 AAP, as required by 41 CFR 60-741.44.
 - Documentation of Gametime’s schedule for the review of all physical and mental job qualifications standards to ensure that, to the extent qualification standards tend to screen out qualified individuals with disabilities, they are job-related for the position in question and are consistent with business necessity, as required by 41 CFR 60-741.44(c)(1).
 - Documentation of appropriate outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified individuals with disabilities, document these activities, assess their effectiveness, and document its review, as required by 41 CFR 60-741.44(f).

- b. Progress Report 2: Due on November 15, 2024 covering the period of May 1, 2024 through October 31, 2024.
 - Documentation of appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified protected

veterans, document these activities, assess their effectiveness, and document its review, in violation of 41 CFR 60-300.44(f).

- Documentation of appropriate outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified individuals with disabilities, document these activities, assess their effectiveness, and document its review, as required by 41 CFR 60-741.44(f).

Gametime will submit reports to Compliance Officer (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)@dol.gov and Assistant District Director Guy R. Auguste, ol.gov. Gametime 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 Gametime provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and Gametime believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Gametime will provide such reports to OFCCP marked as “Confidential”. In the event of a FOIA request, OFCCP will promptly notify Gametime of the FOIA request and provide Gametime 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 Gametime’s final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Gametime in writing within sixty (60) days of the date of the final progress report that Gametime 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 Gametime within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Gametime has met all of its obligations under the Agreement.

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Gametime Company Inc. at 150 Playcore Drive, Fort Payne, Alabama.

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

Will Silvéster
Vice President of Operations
Gametime Company Inc.
Fort Payne, Alabama

DATE: 10/20/2023

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

District Director
Birmingham

DATE: 10/24/2023

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

for
Guy Auguste
Assistant District Director
Birmingham

DATE: 10/24/2023

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

for
(b) (6), (b) (7)(C)
Compliance Officer
Southeast Region

DATE: 10/24/2023