

CONCILIATION AGREEMENT

Between

THE U. S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

and

ALUTIIQ, LLC
3909 Arctic Blvd, Suite 500
Anchorage, AK 99503

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated Alutiiq, LLC’s (hereinafter “Alutiiq”) facility located at 3909 Arctic Blvd., Suite 500, Anchorage, AK 99503, and found that Alutiiq was not in compliance 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 implementing regulations at 41 C.F.R. Sections 60-300 and 60-741. OFCCP notified Alutiiq of the specific violations found and the corrective actions required in a Notice of Violation issued on October 30, 2018. In the interest of resolving the violations without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and Alutiiq enter this contract (“Agreement”) and agree to all the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for Alutiiq’s fulfillment of all obligations in Parts III and IV of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under Section 503 and VEVRAA based on the violations described in more detail in Part III below. However, OFCCP has the right to initiate legal proceedings to enforce the Agreement itself or to correct and obtain relief for the violations described in Part III if Alutiiq violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Alutiiq agrees that OFCCP may review its compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Alutiiq will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.

3. Alutiiq understands that nothing in this Agreement relieves Alutiiq of its obligation to fully comply with the requirements of Executive Order 11246 (“ E.O. 11246”), Section 503, VEVRAA, their implementing regulations, and other applicable equal employment laws.
4. Alutiiq promises not to harass, intimidate, threaten, discriminate, or otherwise retaliate against any individual because the individual: benefits from this Agreement, files a complaint or participates in any investigation or proceeding under E.O. 11246, Section 503 or VEVRAA, or engages in any activity listed at 41 C.F.R. 60-1.32(a).
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This document and its attachments contain the complete and final understanding of the parties with respect to the matters referenced herein. This Agreement contains all terms by which the parties are bound and it supersedes all prior written or oral negotiations and agreements. There will be no modifications or amendments to this Agreement unless they are in writing, signed by all parties.
7. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
8. This Agreement becomes effective on the day it is signed by the District Director of the Seattle District Office (the “Effective Date”) unless the Acting Pacific Regional Director or the Acting Director of OFCCP indicates otherwise within 45 calendar days of the date the District Director signs the Agreement.
9. This Agreement will expire sixty (60) days after Alutiiq submits the final progress report required in Part IV, below, unless OFCCP notifies Alutiiq in writing prior to the expiration date that Alutiiq has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines Alutiiq has met all of its obligations under the Agreement.
10. If Alutiiq violates this Agreement,
 - A. The procedures set forth at 41 C.F.R. 60-1.34 will govern:
 - 1) If OFCCP believes that Alutiiq violated any term of the Agreement while it was in effect, OFCCP will send Alutiiq a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) Alutiiq will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
 - 3) If Alutiiq 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.

- 4) OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
- B. Alutiiq may be subject to the sanctions set forth in 41 C.F.R. 60-741.66 and 41 C.F.R. 60-300.66 and/or other appropriate relief for violation of this Agreement.

PART III. SPECIFIC VIOLATIONS AND REMEDIES

1. SECTION 503 – OUTREACH DOCUMENTATION

- A. STATEMENT OF VIOLATION: During the period January 1, 2017 through December 31, 2017, Alutiiq failed to document their outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified individuals with disabilities, and document these activities, in violation of 41 C.F.R. 60-741.44(f).
- B. OFCCP's SPECIFIC FINDINGS: Specifically, Alutiiq could not produce documentation evidencing that they had undertaken any outreach and positive recruitment activities. Alutiiq could only produce a list of Job Syndication Alliances for DirectEmployers, which did not indicate that any jobs were actually listed with these sources.
- C. REMEDY: Alutiiq will document all activities it undertakes to comply with 41 C.F.R. 60-741.44(f), in accordance with 41 C.F.R. 60-741.44(f)(4).

2. VEVRAA – OUTREACH DOCUMENTATION

- A. STATEMENT OF VIOLATION: During the period January 1, 2017 through December 31, 2017, Alutiiq failed to document their outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified protected veterans, in violation of 41 C.F.R. 60-300.44(f).
- B. OFCCP's SPECIFIC FINDINGS: Specifically, Alutiiq could not produce documentation evidencing that they had undertaken any outreach and positive recruitment activities. Alutiiq could only produce a list of Job Syndication Alliances for DirectEmployers, which did not indicate that any jobs were actually listed with these sources.
- C. REMEDY: Alutiiq will document all activities it undertakes to comply with 41 C.F.R. 60-300.44(f), in accordance with 41 C.F.R. 60-300.44(f)(4).

PART IV. REPORTS REQUIRED

1. Alutiiq will submit the documents and report described below to:

Leigh Jones
District Director
Seattle District Office
U.S. Department of Labor, OFCCP
300 Fifth Avenue, Suite 1100
Seattle, WA 98104

REPORT DUE DATE

PERIOD COVERED

August 1, 2019

December 1, 2018 – June 30, 2019

The report will include the following items:

Pursuant to Remedy 1 (Documentation)

A. Documentation that Alutiiq has undertaken appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified individuals with disabilities, such as those described at 41 C.F.R. 60–741.44(f)(2). Alutiiq must provide a list of all disability outreach and recruitment activities undertaken and supporting documents, including, but not limited to, copies of letters, memos, record of telephone calls, emails, copies of job advertisements, written relationship agreements with disability-related organizations, documentation showing attendance at job fairs targeting individuals with disabilities or relationships with disability service organizations, documentation around the creation of internship programs for students with disabilities, etc.

Pursuant to Remedy 2 (Documentation)

B. Documentation that Alutiiq has undertaken appropriate external outreach and positive recruitment activities, that are reasonably designed to effectively recruit qualified protected veterans, such as those described at 41 C.F.R. 60–300.44(f)(2). Alutiiq must provide a list of all veteran outreach and recruitment activities undertaken and supporting documents, including, but not limited to, copies of letters, memos, record of telephone calls, emails, copies of job advertisements, written relationship agreements with veteran organizations, documentation showing attendance at veteran job fairs or relationships with veterans' counselors and coordinators, etc.

2. Alutiiq will retain all records and data pertinent to the violations resolved by this Agreement and/or used to prepare required reports until this Agreement expires or as long as required by OFCCP's regulations, whichever date occurs later.

PART V. SIGNATURES

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Alutiiq, LLC

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

(b) (7)(C), (b) (7)(E)

GREG HAMBRIGHT
Chief Executive Officer
Afognak Native Corporation
Anchorage, AK 99503

(b) (7)(C), (b) (7)(E)

Compliance Officer
Office of Federal Contract Compliance
Programs
Seattle District Office

DATE: 11/19/2018

DATE: 11/20/18

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

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

QUANDA EVANS
Assistant District Director
Office of Federal Contract Compliance
Programs
Seattle District Office

LEIGH JONES
District Director
Office of Federal Contract Compliance
Programs
Seattle and Portland Offices

DATE: 11/27/2018

DATE: 11/27/2018