



CONCILIATION AGREEMENT
BETWEEN
THE U. S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS
AND
JACOB SHAFER CENTER
1981 OLD CUTHBERT ROAD
CHERRY HILL, NJ 08034
OFCCP CASE NO. R00207418

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated Jacob Shafer Center’s facility located at 1981 Old Cuthbert Rd., Cherry Hill, NJ 08034 (hereinafter “JSC”) and found that JSC was not in compliance with Executive Order 11246, as amended (“E.O. 11246”), and its implementing regulations at 41 C.F.R. Sections 60-1 and 60-3. OFCCP notified JSC of the specific violation and the requested corrective action in a Notice of Violation issued on March 28, 2019. 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 JSC enter this Conciliation Agreement and agree to all the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for JSC’s fulfillment of all obligations in Parts III and IV of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246 based on the violation 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 violation described in Part III if JSC violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. JSC 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. JSC will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. JSC understands that nothing in this Agreement relieves JSC of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended, 29 § U.S.C. § 793 (“Section 503”), and/or the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (“VEVRAA”).

4. JSC 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, and/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 Regional Director of the Northeast Region (the “Effective Date”) unless the Director of OFCCP indicates otherwise within 45 calendar days of the date the Regional Director signs the Agreement.
9. This Agreement will expire sixty (60) days after JSC submits the final progress report required in Part IV (1), below, unless OFCCP notifies JSC in writing prior to the expiration date that JSC has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines JSC has met all of its obligations under the Agreement.
10. If JSC violates this Conciliation Agreement,
 - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - 1) If OFCCP believes that JSC violated any term of the Agreement while it was in effect, OFCCP will send JSC a written notice stating the alleged violation and summarizing any supporting evidence.
 - 2) JSC 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 JSC 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. JSC may be subject to the sanctions set forth in Section 209 of the Executive Order and/or other appropriate relief for violation of this Agreement.

11. This Agreement does not constitute an admission by JSC of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that JSC violated any laws.

PART III. SPECIFIC VIOLATIONS AND REMEDIES

1. APPLICANT TRACKING

A. **VIOLATION:** OFCCP found that during the review period of July 1, 2016 through June 30, 2017, JSC failed to implement an effective applicant tracking system for hires in accordance with the requirements of 41 CFR 60-3.4 and 41 CFR 60-3.15.

Specifically, during the review period of July 1, 2016 through June 30, 2017, JSC failed to provide the total number of applicants and hires for each job or job group.

B. **REMEDY:** JSC will take the following corrective actions:

1) JSC will immediately begin to effectively implement an updated and refined applicant tracking system for all applicants that permits JSC to analyze its pool of applicants for: a) Affirmative action purposes to monitor whether the process is yielding an adequate pool of qualified minority and female applicants; and b) Nondiscrimination purposes to monitor for disparate treatment or unlawful adverse impact in the selection process. JSC will maintain applicant tracking records with gender, race, and ethnic information essential for performing adverse impact.

2) JSC provided OFCCP with documentation (note: JSC provided an email) of its investment of \$18,574.00 (implementation fee) with an annual recurring fee of \$44,580.00 to develop a new applicant tracking system to collect, track and maintain all records pertaining to its selection process, including job applications, resumes, self-identification sheets, screen notes, interview notes, interview sheets, background checks, and drug screens by race, ethnicity and gender for all applicants and hires for a period of not less than two years from the date of the making of the record or the personnel action involved, whichever occurs later, and agrees to provide any such documentation to OFCCP upon request.

Part IV. REPORTS REQUIRED

JSC must submit the documents and reports described below to:

(b) (6), (b) (7)(E)

Compliance Officer
OFCCP New Jersey District Office
Diamond Head Building
200 Sheffield Street, Suite 102
Mountainside, NJ 07092

- 1) JSC must submit two (2) progress reports covering the six-month period of this Agreement is in effect. The first progress report will be due November 30, 2019 and will cover the period beginning May 1, 2019 through October 31, 2019 the second progress report will be due May 31, 2020 and will cover the period beginning November 1, 2019 through April 30, 2020.

Reports 1 and 2 shall contain the following:

- a) The total number of applicants and hires for each job or job group during the reporting period;
- b) For each job or job group, the breakdown by applicable race, gender, and ethnic group of applicants and hires;
- c) For each job or job group, the results of JSC' analysis as to whether its total selection process has adverse impact as defined in 41 CFR 60-3.4D on those members of groups set forth in subparagraph b, above;
- d) For each case (job or job group) where the total selection process has an adverse impact, as defined in 41 CFR 60-3.4D, the results of JSC' evaluation of the individual components of the selection process for adverse impact (ensuring all qualifications used as a screening device are covered); and
- e) The actions taken by JSC, where action is appropriate, after determining that any component of the selection process has an adverse impact on members of groups set forth in subparagraph b, above.

JSC 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 (or "whichever time period is longer").

Jacob Shafer Center, Cherry Hill, NJ
Conciliation Agreement
(R00207418)

Part V. SIGNATURES

This Conciliation Agreement is hereby executed by and between the OFCCP and Jacob Shafer Center.

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

James P. Carlinjo
Chief Human Resource Officer
Jacob Shafer Center

Date: 4/10/19

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

Kevin Kollgaard
Assistant District Director
New Jersey District Office
OFCCP - Northeast Region

Date: 4/15/19

(b) (6), (b) (7)(E)

Compliance Officer
New Jersey District Office
OFCCP - Northeast Region

Date: 4/15/19