

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
Accent Controls, Inc.

I. Preliminary Statement

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated the Accent Controls, Inc. ("ACI") establishment located at 176 Macon Ave, Naval Air Station Jacksonville, Jacksonville, FL, beginning on November 19, 2018. OFCCP found that Contractor failed to comply with Executive Order 11246, as amended ("EO 11246" or "the Executive Order"), 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") and their respective implementing regulations at 41 CFR 60.

OFCCP notified Contractor of the specific violation(s) and the corrective action(s) required in a Notice of Violation issued on October 1, 2019 and, in a Show Cause Notice issued on January 30, 2019.

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

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

II. General Terms and Conditions

- A. In exchange for Contractor'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 violations alleged in the NOV and SCN. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Contractor violates any provision of this Agreement, as set forth in paragraph I, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
- B. OFCCP may review Contractor'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. Contractor 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.
- C. Nothing in this Agreement relieves Contractor of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, or other applicable laws requiring non-discrimination or equal employment opportunity through affirmative action.

- D. Contractor 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.
- E. The parties understand the terms of this Agreement and enter into it voluntarily.
- F. 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.
- G. This Agreement becomes effective on the day it is signed by the District Director (the "In Effect Date").
- H. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
- I. This Agreement will expire sixty (60) days after Contractor submits its final progress report required in Part VIII, below, unless OFCCP notifies Contractor in writing before the expiration date that Contractor 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 Contractor has met all of its obligations under the Agreement.
- J. If Contractor violates this Agreement:
 - 1. 41 C.F.R. § 60-1.34, 41 C.F.R. 60-300.63 (2014) and/or 41 C.F.R. 60-741.63 (2014) will govern:
 - i. OFCCP will send Contractor a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. The Contractor shall have 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 Contractor 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.
 - 2. Contractor 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 (2014), or 41 C.F.R. § 60-300.66 (2014) and/or other appropriate relief for violating this Agreement.
- K. Contractor neither admits nor denies any violation of the Executive Order, Section 503, or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.

- L. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
- M. 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.
- N. Each party shall bear its own fees and expenses with respect to this matter.
- O. 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.
- P. All references to "days" in this Agreement, and in the Timeline included as Attachment C, 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. Violation(s)

1. **VIOLATION:** ACI failed to submit its current year AAP (October 1, 2018 through September 30, 2019). Specifically, the AAP that was submitted was effective October 1, 2017 and failed to meet the requirements of 41 CFR 60-2.10.
2. **VIOLATION:** ACI failed to submit its current year Sec 503 AAP (October 1, 2018 through September 30, 2019). Specifically, the Sec 503 AAP that was submitted was effective October 1, 2017 and failed to meet the requirements of 41 CFR 60-741.44.
3. **VIOLATION:** ACI failed to annually review the effectiveness of the outreach and recruitment efforts it took over the previous twelve months (October 1, 2017 through September 30, 2018) to identify and recruit qualified individuals with disabilities as required by 41 CFR 60-741.44(f)(3).
4. **VIOLATION:** ACI failed to document and maintain the required data pertaining to applicants and hires for the immediately preceding AAP year (October 1, 2017 through September 30, 2018) in violation of 41 CFR 60-741.44(k); and failed to document and maintain the required data pertaining to applicants and hires, in violation of 41 CFR 60-300.44(k).
5. **VIOLATION:** ACI failed to evaluate its utilization of individuals with disabilities for its current year AAP (October 1, 2018 through September 30, 2019) using the goal established by OFCCP, in violation of 41 CFR 60-741.45. Specifically, ACI conducted no utilization analysis.

6. **VIOLATION:** During the period October 1, 2017 through September 30, 2018, ACI 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.
7. **VIOLATION:** ACI failed to submit its current year VEVRAA AAP (October 1, 2018 through September 30, 2019). Specifically, the VEVRAA AAP that was submitted was effective October 1, 2017 and failed to meet the requirements of 41 CFR 60-741.44.
8. **VIOLATION:** ACI failed to annually review the effectiveness of the outreach and recruitment efforts it took over the previous twelve months (October 1, 2017 through September 30, 2018) to identify and recruit qualified protected veterans, as required by 41 CFR 60-300.44(f)(3).
9. **VIOLATION:** ACI failed to establish a hiring benchmark for its current year AAP (October 1, 2018 through September 30, 2019) using to measure its progress toward achieving equal employment opportunity for protected veterans, in violation of 41 CFR 60-300.45. Specifically, ACI failed to provide evidence of compliance; and failed to use one of the methods prescribed in the regulations as required in 41 CFR 60-300.45(b).
10. **VIOLATION:** ACI failed to file a current Standard Form 100; Equal Employment Opportunity Employer Information Report (EEO-1 Report) for its establishment. 41 CFR 60 1.7(a).

IV. Modifications to Employment Practices and Other Non-Monetary Relief

1. **REMEDY:** ACI will prepare and maintain an AAP that meets the requirements of 41 CFR 60-2.10. ACI's AAP must include the following in accordance with 41 CFR 60-2.10:
 - An organizational profile that depicts the staffing patterns within its establishment, as required by 41 CFR 60-2.10(b)(1)(i) and 60-2.11;
 - A job group analysis that combines job titles at the establishment with similar content, opportunities, and wage rates, as required by 41 CFR 60-2.10(b)(1)(ii) and 60-2.12;
 - Separately state the percentage of minorities and the percentage of women it employs in each job group established pursuant to 41 CFR 60-2.12, as required by 41 CFR 60-2.10(b)(1)(iii) and 60-2.13;
 - The availability of minorities and women for each job group, as required by 41 CFR 60-2.10(b)(1)(iv) and 60-2.14(b);
 - The comparison of minority and female incumbency in each job group with the minority and female availability for those job groups, as required by 41 CFR 60-2.10(b)(1)(v) and 60-2.15;
 - Minority and female placement goals, as required by 41 CFR 60-2.10(b)(1)(vi) and 60-2.16;

- Documentation of its good faith efforts, as required by 41 CFR 60-1.12(b); and preserve its AAP and documentation of good faith effort for the immediately preceding AAP year, as required by 41 CFR 60-1.12(b);
 - The action-oriented programs component specified in 41 CFR 60-2.17(c), as required by 41 CFR 60-2.10(b)(2)(iii);
 - The identification of problem areas component specified in 41 CFR 60-2.17(b), as required by 41 CFR 60-2.10(b)(2)(ii);
 - A statement that identifies the person(s), along with a description of their duties, as required by 41 CFR 60-2.10(b)(2)(i) and 60-2.17(a); and
 - The internal audit and reporting systems component specified in 41 CFR 60-2.17(d), as required by 41 CFR 60-2.10(b)(2)(iv).
2. **REMEDY:** ACI will prepare and maintain an AAP that meets the requirements of 41 CFR 60-741.44. ACI's AAP must include the following in accordance with 41 CFR 60-741.44:
- The policy statement element described in 41 CFR 60-741.44(a);
 - The review of personnel process element described in 41 CFR 60-741.44(b);
 - 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);
 - The reasonable accommodation to physical and mental limitations element described in 41 CFR 60-741.44(d)(1);
 - The harassment element described in 41 CFR 60-741.44(e);
 - The external EEO policy dissemination, outreach, and positive recruitment element described in 41 CFR 60-741.44(f);
 - the internal EEO policy dissemination, outreach, and positive recruitment element described in 41 CFR 60-741.44(g);
 - The audit and reporting system element described in 41 CFR 60-741.44(h);
 - A statement in its Section 503 AAP that identifies the person(s) designated to direct, manage, and ensure the implementation of its Section 503 AAP, as required by 41 CFR 60-741.44(i); and
 - The training element described in 41 CFR 60-741.44(j).
3. **REMEDY:** ACI will annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-741.44(f)(3). If ACI concludes that the totality of its efforts were not effective in identifying and recruiting qualified individuals with disabilities, it shall identify and implement alternative efforts listed in 41 CFR 60-741.44(f)(1) or (f)(2).
4. **REMEDY:** ACI will document the following computations or comparisons pertaining to applicants and hires, on an annual basis, and will maintain this data for three (3) years, as required by 41 CFR 60-741.44(k) and 41 CFR 60-300.44(k): The number of applicants who self-identified as individuals with disabilities, or who are otherwise known to be individuals with disabilities; The total number of job openings and total number of jobs filled; The total number of applicants for all jobs; The number of applicants with

disabilities hired; and The total number of applicants hired; and will maintain this data for three (3) years, as required by; The number of applicants who self-identified as protected veterans, or who are otherwise known to be protected veterans; The total number of job openings and total number of jobs filled; The total number of applicants for all jobs; The number of protected veteran applicants hired; and The total number of applicants hired.

5. **REMEDY:** ACI will annually evaluate its utilization of individuals with disabilities using the 7 percent goal established by OFCCP, as required by 41 CFR 60-741.45. When conducting this utilization analysis, ACI must use the job groups established for utilization analyses required by Executive Order 11246, as required by 41 CFR 60-741.45(d)(2). However, if ACI has a total workforce of 100 or fewer employees, it may, instead, choose to measure the representation of individuals with disabilities in its workforce as a whole, using the 7 percent goal established by OFCCP, as permitted by 41 CFR 60-741.45(d)(2)(i). Should the percentage of individuals with disabilities in one or more job groups or in ACI's workforce be less than the utilization goal, ACI must take steps, as required by 41 CFR 60-741.45(e), to determine whether and where impediments to equal employment exist, and must develop and execute action-oriented programs to correct any identified problems, as required by 41 CFR 60-741.45(f).
6. **REMEDY:** ACI will 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 ACI, as required by 41 CFR 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, ACI 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, ACI shall provide updated information simultaneously with its next job listing.
7. **REMEDY:** ACI will prepare and maintain an AAP that meets the requirements of 41 CFR 60-300.44. ACI's AAP must include the following in accordance with 41 CFR 60-300.44:
 - The policy statement element described in 41 CFR 60-300.44(a);
 - Review of personnel process element described in 41 CFR 60-300.44(b) in its VEVRAA AAP, as required by 41 CFR 60-300.44;
 - 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);
 - The reasonable accommodation to physical and mental limitations element described in 41 CFR 60-300.44(d);
 - The harassment element described in 41 CFR 60-300.44(e);

- The external EEO policy dissemination, outreach and positive recruitment element described in 41 CFR 60-300.44(f);
 - The internal EEO policy dissemination element described in 41 CFR 60-300.44(g);
 - The audit and reporting system element described in 41 CFR 60-300.44(h);
 - A statement in its VEVRAA AAP that identifies the person(s) designated to direct, manage, and ensure the implementation of its VEVRAA AAP; and
 - The training element described in 41 CFR 60-300.44(j).
8. **REMEDY:** ACI will annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-300.44(f)(3). If ACI concludes that the totality of its efforts were not effective in identifying and recruiting qualified protected veterans, it shall identify and implement alternative efforts listed in 41 CFR 60-300.44(f)(1) or (f)(2).
9. **REMEDY:** ACI will establish a hiring benchmark for each of its establishments, on an annual basis, using one of the two methods prescribed in 41 CFR 60-300.45(b). ACI must document its hiring benchmark, and, if ACI sets its benchmark using the five-factor approach described in 41 CFR 60-300.45(b)(2), it will also document each factor that it considered in establishing its benchmark and the relative significance it accorded to each one. ACI must retain these records for three years, as required by 41 CFR 60-300.45(c).
10. **REMEDY:** ACI will file a timely EEO-1 Report for its establishments with submitted via the EEO-1 Online Filing System on or before March 31, 2020, and must timely file an updated EEO-1 report thereafter. The website and other contact information are as follows:

EEOC Employer Data Team
 Telephone: 1-877-392-4647; Facsimile: 1-866-262-0032
 Email: E1.techassistance@eoc.gov
 Website: <https://www.eoc.gov/employers/eo1survey/>

V. OFCCP Monitoring Period

- A. **Recordkeeping.** Contractor agrees to retain all records relevant to the violations cited in Part III above and the reports submitted in compliance with Paragraph B, 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. Contractor will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

B. Contractor Reports.

ACI will submit the documents and report described below to: Assistant District Director, Dana English, **Ex (7)(C)** @dol.gov.

ACI must submit one progress report. This report will be **due on February 1, 2020** and shall contain the following:

- a. Copy of ACI's current Executive AAP that meets the requirements of 41 CFR 60-2.10 including all of the required elements listed in Section IV, Remedy #1.
 - b. Copy of ACI's current Sec 503 that meets the requirements of 41 CFR 60-741.44 including all of the elements listed in section IV, Remedy #2.
 - c. Results of the evaluation of the effectiveness of outreach and recruitment efforts that were intended to identify and recruit qualified individuals with disabilities as described in 41 CFR 41 60 -741.44 (f).
 - d. Documentation of the computations or comparisons described in 41 CFR 60-300.44(k) for the immediately preceding AAP year.
 - e. Documentation of the computations or comparisons described in 41 CFR 41 CFR 60-741.44(k) for the immediately preceding AAP year.
 - f. The utilization analysis evaluating the representation of individual with disabilities in each job group, or, if appropriate, evaluating the representation of individuals with disabilities in the workforce as a whole, as provided in 41 CFR 60-741.45.
 - g. Documentation that ACI listed 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 during the reporting period, as defined by 41 CFR 60-300.5(a)2-6.
 - h. Copy of ACI's current VEVRAA AAP that meets the requirements of 41 CFR 60-300.44 including including all of the elements listed in section IV, Remedy #7.
 - i. Results of the evaluation of the effectiveness of outreach and recruitment efforts that were intended to identify and recruit qualified protected veterans as described in 41 60-300.44(f).
 - j. Documentation of the hiring benchmark adopted, the methodology used to establish it if using the five factors described in 41 CFR 60-300.45(b).
 - k. Copy of BEO-1 report that Accent Controls filed for 2018.
- C. 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 Contractor's final progress report as set forth in Part II, Paragraph I, above. If OFCCP fails to notify Contractor in writing within sixty (60) days of the date of the final progress report that Contractor 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 Contractor within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Contractor has met all of its obligations under the Agreement.

VI. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Accent Controls, Inc.

DATE: 11/16/2019
Ex (6), Ex (7)(C)
Mary Janiak
President
Accent Controls, Inc.

DATE: 11/12/2019
Ex (6), Ex (7)(C)
Ex (7)(C), Ex (7)(E)
Compliance Officer—Jacksonville
Office of Federal Contract Compliance
Programs

DATE: 11/14/2019
Ex (6), Ex (7)(C)
Dana English
Assistant District Director—Jacksonville
Office of Federal Contract Compliance
Programs

DATE: 11/20/2019
Ex (6), Ex (7)(C)
Miguel A. Rivera, Jr.
District Director
Office of Federal Contract Compliance
Programs