

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
Markon Solutions
400 South Maple Avenue, Suite 250
Falls Church, VA 22046

PART I: General Provisions

1. This Agreement is between the U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP), and Markon Solutions, 400 South Maple Avenue, Suite 250, Falls Church, VA 22046.
2. The violations identified in this Agreement were found during a compliance evaluation of Markon Solutions (Markon) which began on March 21, 2019, and were specified in a Notice of Violation that was issued on November 12, 2019. OFCCP alleges that Markon has violated Section 503 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212) and implementing regulations at 41 CFR Chapter 60 due to the specific violations cited in Part II below.
3. This Agreement does not constitute an admission by Markon of any violation of Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (38 U.S.C. 4212) and the implementing regulations.
4. The provisions of this Agreement will become part of Markon's AAP. Subject to the performance by Markon of all promises and representations contained herein and in its AAP, all named violations in regard to the compliance of Markon with all OFCCP programs will be deemed resolved. However, Markon is advised that the commitments contained in this Agreement do not preclude future determinations of noncompliance based on a finding that the commitments are not sufficient to achieve compliance.
5. Markon agrees that OFCCP may review compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents, as may be relevant to the matter under investigation and pertinent to Markon's compliance. Markon shall permit access to its premises during normal business hours for these purposes.
6. Nothing herein is intended to relieve Markon from the obligation to comply with the requirements of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and/or the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212), their implementing regulations, or any other equal employment statute or executive order or its implementing regulations.
7. Markon agrees that there will be no retaliation of any kind against any beneficiary of this Agreement or against any person who has provided information or assistance, or who files a complaint, or who participates in any manner in any proceedings under Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38

U.S.C. 4212).

8. This Agreement will be deemed to have been accepted by the Government on the date of the signature by the Acting Assistant District Director for OFCCP.
9. If at any time in the future, OFCCP believes that Markon has violated any portion of this Agreement during the term of this Agreement, Markon will be promptly notified of that fact in writing. This notification will include a statement of the facts and circumstances relied upon in forming that belief. In addition, the notification will provide Markon with 15 calendar days from receipt of the notification to respond in writing, except where OFCCP alleges that such a delay would result in irreparable injury.

Enforcement proceedings for violation of this Agreement may be initiated at any time after the 15-day period has elapsed or sooner, if irreparable injury is alleged, without issuing a Show Cause Notice.

Where OFCCP believes that Markon has violated this Conciliation Agreement, OFCCP may seek enforcement of this Agreement itself and shall not be required to present proof of the underlying violations resolved by this Agreement.

Liability for violation of this Agreement may subject Markon to sanctions set forth in as applicable 41 CFR 60-300.66 and/or 41 CFR 60-741.66 and/or other appropriate relief.

PART II: Specific Provisions

1. **VIOLATION:** During the period July 1, 2017, through March 31, 2019, Markon 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.

REMEDY: On April 1, 2019, Markon began listing all employment openings with an appropriate employment service delivery system. Markon will continue to 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 Markon, as required by 41 CFR 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, Markon will 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, Markon shall provide updated information simultaneously with its next job listing.

2. **VIOLATION:** During the period July 1, 2017, through June 30, 2018, Markon failed to document all activities it undertook to comply with its external outreach and

recruitment efforts that were reasonably designed to effectively recruit qualified protected veterans; and maintain these documents for a period of three (3) years, in accordance with 41 CFR 60-300.44(f)(4).

REMEDY: Markon will document all activities it undertakes to comply with its external outreach and recruitment efforts that are reasonably designed to effectively recruit qualified protected veterans; and to maintain those documents for a period of three (3) years, in accordance with 41 CFR 60-300.44(f)(4).

3. **VIOLATION:** During the period July 1, 2017, through June 30, 2018, Markon failed to document all activities it undertook to comply with its external outreach and recruitment efforts that were reasonably designed to effectively recruit qualified individuals with disabilities; and to maintain those documents for a period of three (3) years, in accordance with 41 CFR 60-741.44(f)(4).

REMEDY: Markon will document all activities it undertakes to comply with its external outreach and recruitment efforts that are reasonably designed to effectively recruit qualified individuals with disabilities; and maintain these documents for a period of three (3) years, in accordance with 41 CFR 60-741.44(f)(4).

Part III: Reporting

1. Markon agrees to retain records pertinent to the violations cited in Part II above, and to the reports submitted in compliance with Paragraph 2, below. These records shall include data and information underlying the required reports, specifically, but not limited to all applications and personnel records. The records will be retained until the expiration of this Agreement or consistent with regulatory requirements, whichever is later.
2. Markon agrees to furnish the OFCCP with two reports to Shanae Moody, Acting Assistant District Director, OFCCP – Arlington District Office, at (b) (6), (b) (7)(C)

The first report will be due on January 30, 2020, and will cover the period of July 1, 2019, through December 31, 2019. The first report will include the following:

- a. For Violation 1: A list of all employment openings that occurred during the reporting period to include: 1) Documentation to confirm these openings were listed with the appropriate ESDS (state workforce agency or local ESDS) where the openings occurred, in a manner and format that allows the ESDS to provide priority referrals of protected veterans to Markon; 2) In the first report, documentation that Markon advised the appropriate ESDS, with its initial listing, that it is a federal contractor that desires priority referral of protected veterans for job openings at all locations within the state; and 3) In the first report, documentation to confirm that, in its initial listing, Markon provided the ESDS with the name and address of each of its hiring locations within the state, and the contact information for the Markon official responsible for hiring at each location. Documentation of the above should include copies of the written notification(s) to the ESDS. Should any of the information in the disclosures

change since it was reported to the ESDS, Markon shall provide updated information simultaneously with its next job listing.

- b. For Violation 1: Copies of all responses received from each employment service delivery system (ESDS) used during the report period.
- c. For Violation 2: Documentation to verify that Markon undertook appropriate outreach and positive recruitment activities reasonably designed to effectively recruit qualified protected veterans and conducted an assessment of its efforts. This documentation should include a copy of the sections of Markon's AAP that list: 1) Its outreach activities with supporting documentation; and, 2) An assessment of the effectiveness of each activity, as required by 41 CFR 60-300.44(f)(3). Markon should note that 41 CFR 60-300.44(f) lists examples of several resources that may aid contractors in effectively recruiting and employing qualified protected veterans.
- d. For Violation 2: Copies of all responses or other related correspondence received from each of the organizations used during the reporting period in efforts to recruit qualified protected veterans.
- e. For Violation 3: Documentation to verify that Markon undertook appropriate outreach and positive recruitment activities reasonably designed to effectively recruit qualified individuals with disabilities and conducted an assessment of its efforts. This documentation should include a copy of the sections of Markon's AAP that list: 1) Its outreach activities with supporting documentation; and, 2) An assessment of the effectiveness of each activity. Markon should note that 41 CFR 60-741.44(f) lists examples of several resources that may aid contractors in effectively recruiting and employing qualified individuals with disabilities.
- f. For Violation 3: Copies of all responses or other related correspondence received from each of the organizations used during the reporting period in efforts to recruit qualified individuals with disabilities.

The second report shall be due on July 30, 2020, and will cover the period of January 1, 2020, through June 30, 2020. The second report will include the following:

- a. For Violation 1: A list of all employment openings that occurred during the reporting period to include: 1) Documentation to confirm these openings were listed with the appropriate ESDS (state workforce agency or local ESDS) where the openings occurred, in a manner and format that allows the ESDS to provide priority referrals of protected veterans to Markon; 2) In the first report, documentation that Markon advised the appropriate ESDS, with its initial listing, that it is a federal contractor that desires priority referral of protected veterans for job openings at all locations within the state; and 3) In the first report, documentation to confirm that, in its initial listing, Markon provided the ESDS with the name and address of each of its hiring locations within the state, and the contact information for the Markon official responsible for hiring at each location. Documentation of the above should include copies of the

written notification(s) to the ESDS. Should any of the information in the disclosures change since it was reported to the ESDS, Markon shall provide updated information simultaneously with its next job listing.

- b. For Violation 1: Copies of all responses received from each employment service delivery system (ESDS) used during the report period.
 - c. For Violation 2: Documentation to verify that Markon undertook appropriate outreach and positive recruitment activities reasonably designed to effectively recruit qualified protected veterans and conducted an assessment of its efforts. This documentation should include a copy of the sections of Markon's AAP that list: 1) Its outreach activities with supporting documentation; 2) An assessment of the effectiveness of each activity; and 3) A copy of Markon's annual assessment of the totality of its outreach activities, as required by 41 CFR 60-300.44(f)(3). Markon should note that 41 CFR 60-300.44(f) lists examples of several resources that may aid contractors in effectively recruiting and employing qualified protected veterans.
 - d. For Violation 2: Copies of all responses or other related correspondence received from each of the organizations used during the reporting period in efforts to recruit qualified protected veterans.
 - e. For Violation 3: Documentation to verify that Markon undertook appropriate outreach and positive recruitment activities reasonably designed to effectively recruit qualified individuals with disabilities and conducted an assessment of its efforts. This documentation should include a copy of the sections of Markon's AAP that list: 1) Its outreach activities with supporting documentation; 2) An assessment of the effectiveness of each activity; and 3) A copy of Markon's annual assessment of the totality of its outreach activities, as required by 41 CFR 60-741.44(f)(3). Markon should note that 41 CFR 60-741.44(f) lists examples of several resources that may aid contractors in effectively recruiting and employing qualified individuals with disabilities.
 - f. For Violation 3: Copies of all responses or other related correspondence received from each of the organizations used during the reporting period in efforts to recruit qualified individuals with disabilities.
3. This Conciliation Agreement shall remain in effect until the review and acceptance by OFCCP of Markon's final progress report.

PART IV: Signatures

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Markon Corporation, 400 South Maple Street, Suite 230, Falls Church, VA 22046.

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

Matthew Dean
President & CEO
Markon Solutions
400 South Maple Street, Suite 230
Falls Church, VA 22046

DATE: Nov 22 2019

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

Shanae Moody
Acting Assistant District Director
Arlington District Office

DATE: 12/11/2019