

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
NAVEX GLOBAL INC.

I. Preliminary Statement

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated the NAVEX GLOBAL INC. ("NAVEX") establishment located at 5500 Meadows Road, Suite 500, Lake Oswego, OR 97035-3626, beginning on July 26, 2019. OFCCP found that NAVEX failed to comply with Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 ("Section 503") and the respective implementing regulations at 41 CFR Section 60-741.

OFCCP notified NAVEX of the specific violations and the corrective actions required in a Notice of Violation issued on January 24, 2020 ("NOV").

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 NAVEX 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 NAVEX's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under Section 503 based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if NAVEX 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 NAVEX'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. NAVEX 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 NAVEX of its obligation to fully comply with the requirements of Executive Order 11246 ("E.O. 11246"), Section 503, Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212 ("VEVRAA"), their implementing regulations, or other applicable laws requiring non-discrimination or equal employment opportunity through affirmative action.
- D. NAVEX 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 NAVEX submits its final progress report required in Part V, below, unless OFCCP notifies NAVEX in writing before the expiration date that NAVEX 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 NAVEX has met all of its obligations under the Agreement.
- J. If NAVEX violates this Agreement:
 - 1. 41 CFR § 60-741.63 will govern:
 - i. OFCCP will send NAVEX a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. NAVEX 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 NAVEX 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.
 - 2. NAVEX may be subject to the sanctions set forth in 41 CFR § 60-741.66 and/or other appropriate relief for violating this Agreement.
- K. NAVEX 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 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. Violations

1. **VIOLATION:** During the period January 1, 2018 through June 30, 2019, NAVEX failed to invite its employees and applicants for employment to voluntarily self-identify as an individual with a disability, using the OMB-approved form for this purpose, in violation of 41 CFR 60-741.42. Specifically, prior to July 1, 2019, NAVEX failed to invite applicants to voluntarily self-identify; and prior to September 27, 2019, NAVEX failed to conduct the initial survey of its employees; and failed to invite employees to voluntarily self-identify post-offer.

As of July 1, 2019, NAVEX implemented a process in their Human Resources Information System (HRIS) to capture, voluntary self-identification information for applicants using the OMB-approved form. As of September 27, 2019, NAVEX invited employees to voluntarily self-identify as an individual with a disability.

2. **VIOLATION:** During the period January 1, 2018 through June 30, 2019, NAVEX failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified individuals with disabilities, document these activities, assess their effectiveness, and document its review, in violation of 41 CFR 60-741.44(f). Specifically, NAVEX indicated that no specific outreach and recruitment of qualified individuals with disabilities had been undertaken during the review period.

On November 15, 2019, NAVEX met with the Business Relations Vocational Counselor from the Oregon Commission for the Blind, and plans to schedule an onsite IT assessment of reasonable accommodations for employees and job candidates. Additionally, on December 3, 2019, NAVEX met with the Workforce and Business Coordinator from the Oregon Department of Human Services Vocational Rehabilitation Program to discuss partnership to recruit qualified individuals with disabilities.

3. **VIOLATION:** During the period January 1, 2018 through June 30, 2019, NAVEX failed to design and implement an audit and reporting system, as required by 41 CFR 60-741.44(h)(1). Specifically, NAVEX failed to measure the effectiveness of its affirmative action program; indicate any need for remedial action; determine the degree to which NAVEX's objectives have been attained; measure NAVEX's compliance with the affirmative action program's specific obligations; and document the actions taken to comply with the obligations of 41 CFR 60-741.44(h)(1)(i) through (v).

As of December 13, 2019, NAVEX provided evidence of the results of their audit and

reporting system. The information provided outlined each section 503 component, the status, date reviewed, and remedial action.

- 4. VIOLATION:** During the period January 1, 2018 through June 30, 2019, NAVEX failed to document and maintain the required data pertaining to applicants and hires, in violation of 41 CFR 60-741.44(k).

As of July 1, 2019, NAVEX began collecting the required data pertaining to applicants and hires for individuals with disabilities.

- 5. VIOLATION:** During the period January 1, 2018 through June 30, 2019, NAVEX failed to keep and preserve complete and accurate personnel and employment records, in violation of 41 CFR 60-741.80. Specifically, NAVEX failed to keep interview notes taken during the employment process.

As of December 13, 2019, NAVEX made a commitment to establish and implement procedures to capture and retain interview notes. NAVEX will provide training, and best practices to its staff in FY2020.

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

- 1. REMEDY:** NAVEX will invite both its applicants for employment, and its employees, to voluntarily self-identify as an individual with a disability, in accordance with 41 CFR 60-741.42. All invitations to self-identify must be made using the OMB-approved form for this purpose (available on the OFCCP website). More specifically, NAVEX will invite each of its applicants for employment, prior to an offer of employment, to voluntarily inform it whether the applicant believes that he or she is an individual with a disability, as that term is defined in 41 CFR 60-741.2(g)(1)(i) or (ii). NAVEX will also invite each of its applicants for employment, after an offer of employment has been made and before the applicant begins work, to voluntarily inform it whether the applicant believes that he or she is an individual with a disability. In addition, during the first year it is subject to this requirement, NAVEX will invite each of its employees to voluntarily self-identify as an individual with a disability, and then extend this invitation again at five year intervals, thereafter. At least once during each interval, NAVEX will remind its employees that they may voluntarily update their disability-related self-identification information at any time. NAVEX will keep all self-identification information confidential and maintain it in a separate data analysis file, rather than in its personnel or medical files, in accordance with 41 CFR 60-741.42(e).
- 2. REMEDY:** NAVEX will undertake 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).
- 3. REMEDY:** NAVEX will design and implement an audit and reporting system, as required by 41 CFR 60-741.44(h)(1). Specifically, NAVEX will design and implement an audit and reporting system that measures the effectiveness of its affirmative action program; indicates any need for remedial action; determines the degree to which NAVEX's objectives have been attained; measures NAVEX's compliance with the affirmative action program's specific obligations; and documents the actions taken to

comply with these obligations.

4. **REMEDY:** NAVEX 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):
 - 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.
5. **REMEDY:** NAVEX will keep and preserve complete and accurate personnel and employment records, in accordance with 41 CFR 60-741.80.

V. OFCCP Monitoring Period

A. **Recordkeeping.** NAVEX 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 HRIS and payroll data, job applications and personnel records, and any other records or data used to generate the required reports. NAVEX will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

B. Contractor Reports.

NAVEX will submit the documents and reports described below to: Brenda Terreault, Area Office Director, Portland Area Office, 620 SW Main Street, Suite 411, Portland, OR 97205.

REPORT DUE DATE

Report 1: February 1, 2021

REPORTING PERIOD

Effective date through December 31, 2020

1. Pursuant to Remedy 1: NAVEX will provide a list that indicates employee name (or employee ID), hire date, job title, job group, and voluntary self-identification of disability status.
2. Pursuant to Remedy 2: NAVEX will provide documentation (i.e. copies of letters, memos, record of telephone calls, record of meetings, emails, etc.) that it has undertaken appropriate outreach and positive recruitment activities for individuals with disabilities, such as those described at 41 CFR 60-741.44(f)(2). NAVEX will also provide its annual assessment of external outreach and recruitment efforts, as described at 41 CFR 60-741.44(f)(3).
3. Pursuant to Remedy 3: NAVEX will provide documentation of its audit and reporting system that includes the actions taken to comply with the obligations described at 41 CFR 60-741.44(h)(1)(i) through (v).
4. Pursuant to Remedy 4: NAVEX will provide the required data pertaining to applicants and hires that includes:
 - 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.

5. Pursuant to Remedy 5: NAVEX will provide documentation evidencing NAVEX kept and preserved complete and accurate personnel and employment records, in accordance with 41 CFR 60-741.80.

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 NAVEX's final progress report as set forth in Part II above. If OFCCP fails to notify NAVEX in writing within sixty (60) days of the date of the final progress report that NAVEX 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 NAVEX within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines NAVEX has met all of its obligations under the Agreement.

VI. SIGNATURES

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

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

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

Bob Conlin
President & CEO
NAVEX Global, Inc.
5500 Meadows Road, Suite 500
Lake Oswego, OR 97035

DATE: 3/13/2020

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

Brenda Terreault
Area Office Director
Office of Federal Contract
Compliance Programs
Portland Area Office

DATE: 3/13/2020

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

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

Compliance Officer
Office of Federal Contract
Compliance Programs
Portland Area Office

DATE: 3/13/2020

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

Leigh Jones
District Director
Office of Federal Contract
Compliance Programs
Seattle and Portland Offices

DATE: 3/13/2020