

Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
And  
Coastal Management Solutions Inc.  
300 32nd Street, Suite 420  
Virginia Beach, VA 23451-2968

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Coastal Management Solutions Inc. (CMS) establishment located at 300 32nd Street, Suite 420, Virginia Beach, Virginia 23451-2968, beginning on April 16, 2020. OFCCP found that CMS failed to comply 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 respective implementing regulations at 41 CFR Parts 60-300 and 741.

OFCCP notified CMS of the specific violations and the corrective actions required in a Notice of Violation issued on July 20, 2020.

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 CMS enter into this Conciliation Agreement (Agreement) and its attachments, and the parties agree to all the terms therein.

**II. General Terms and Conditions**

1. In exchange for CMS'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. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if CMS violates any provision of this Agreement, as set forth in Paragraph 11, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review CMS'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. CMS 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.
3. Nothing in this Agreement relieves CMS of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.

4. CMS and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246, Section 503, and/or VEVRAA.
5. CMS 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.
6. The parties understand the terms of this Agreement and enter into it voluntarily.
7. 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. If an administrative error is found, OFCCP will work in good faith with all parties to make the corrections.
8. This Agreement becomes effective on the day it is signed by the Assistant District Director (Effective Date).
9. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
10. This Agreement will expire sixty (60) days after CMS submits its final progress report required in Section IV, below, unless OFCCP notifies CMS in writing before the expiration date that CMS 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 CMS has met all of its obligations under the Agreement.
11. If CMS violates this Agreement:
  - a. The procedures at 41 C.F.R. 60-1.34, 41 C.F.R. 60-300. 63 (2014) and 41 C.F.R. 60-741.63 (2014) will govern:
    - i. OFCCP will send CMS a written notice stating the alleged violations and summarizing any supporting evidence.
    - ii. CMS shall have fifteen (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 CMS 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.
    - iv. In the event of a breach of this Agreement by CMS, OFCCP may elect to proceed to a hearing on the entire case and seek full make-whole relief, and not be limited to the terms agreed to in the Agreement.

- b. CMS may be subject to the sanctions set forth in 41 C.F.R. 60-741.66 (2014), 41 C.F.R. 60-300.66 (2014), and/or other appropriate relief for violating this Agreement.
12. CMS 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.
  13. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
  14. 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.
  15. Each party shall bear its own fees and expenses with respect to this matter.
  16. 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.
  17. 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. Technical Violations and Remedies**

1. **VIOLATION:** During the periods of January 1, 2017 through December 31, 2018, CMS failed to document and maintain the required data pertaining to applicants and hires, in violation of 41 CFR 60-300.44(k). Specifically, CMS failed to maintain the information for three years, as required. CMS began implementing these provisions during the period of January 1, 2019 through December 31, 2019.

**REMEDY:** CMS 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 60-300.44(k):

- 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.
2. **VIOLATION:** During the periods of January 1, 2017 through December 31, 2018, CMS failed to document and maintain the required data pertaining to applicants and hires, in



violation of 41 CFR 60-741.44(k). Specifically, CMS failed to maintain the information for three years, as required. CMS began implementing these provisions during the period of January 1, 2019 through December 31, 2019.

**REMEDY:** CMS 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.

#### **IV. OFCCP Monitoring Period**

1. **Recordkeeping.** CMS agrees to retain all records relevant to the violations cited in Section III above and the reports submitted in compliance with Paragraph 2, 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. CMS will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. **Contractor Reports.**

a. **Schedule and Instructions.** CMS agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:

The first progress report shall be due on July 30, 2021, and shall cover the period of July 1, 2020 through June 30, 2021.

The second progress report shall be due July 30, 2022, and shall cover the period of July 1, 2021 through June 30, 2022.

**The reports shall contain the following:**

A. Documentation showing that CMS documented and maintained the required data pertaining to protected veteran applicants and hires. CMS will maintain the information for three years as required as specified in the Remedy to Violation 1. The documentation must identify the following:

- 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.
- B. Documentation showing that CMS documented and maintained the required data pertaining to disabled applicants and hires. CMS will maintain the information for three years as required as specified in the Remedy to Violation 2. The documentation must identify the following:
  - 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.

CMS will submit reports to Dianna Adams, Assistant District Director, U.S. Department of Labor/OFCCP, 400 North 8<sup>th</sup> Street, Suite 466, Richmond, Virginia 23219, (b) (6), (b) (7)(C) dol.gov. CMS and OFCCP have a common interest in the information being provided in the reports pursuant to this Agreement. To the extent any of the reports CMS provides in accordance with this agreement are customarily kept private or closely-held, and CMS believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, CMS will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will treat any such documents received as confidential documents.

3. **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 CMS's final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify CMS in writing within sixty (60) days of the date of the final progress report that CMS 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 CMS within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines CMS has met all of its obligations under the Agreement.

## V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Coastal Management Solutions Inc., 300 32<sup>nd</sup> Street, Suite 420, Virginia Beach, Virginia 23451-2968.

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

AMY PRZYMUZALA

President/CEO

Coastal Management Solutions Inc.

Virginia Beach, Virginia 23451-2968

DATE: \_\_\_\_\_

8/4/2020

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

DIANNA ADAMS

Assistant District Director

Mid-Atlantic Region

Richmond Area Office

DATE: \_\_\_\_\_

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

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

Equal Opportunity Specialist

Mid-Atlantic Region

Richmond Area Office

DATE: \_\_\_\_\_