

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
FAAC Incorporated

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated FAAC Incorporated located at 1229 Oak Valley Drive, Ann Arbor, MI 48108 beginning on October 30, 2023. OFCCP found that FAAC Incorporated failed to comply with the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) and their respective implementing regulations at Title 41 Code of Federal Regulations (C.F.R) Chapter 60.

OFCCP notified FAAC Incorporated of the specific violation(s) and the corrective action(s) required in a Notice of Violation (NOV) issued on July 10, 2024.

In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient consideration described in this document, OFCCP and FAAC Incorporated 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 FAAC Incorporated's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under VEVRAA based on the violation(s) alleged in the NOV. 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 10, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review FAAC Incorporated'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. FAAC Incorporated 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 OFCCP requests, including those specified in this Agreement.
3. Nothing in this Agreement relieves FAAC Incorporated of its obligation to fully comply with the requirements of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, as amended (Section 503), VEVRAA, and their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.
4. FAAC Incorporated 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.

5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This Agreement 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.
7. This Agreement becomes effective on the day it is signed by the Director of Regional Operations (Effective Date).
8. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement will expire sixty (60) days after FAAC Incorporated submits its final progress report required in Section IV, below, unless OFCCP notifies FAAC Incorporated in writing before the expiration date that FAAC Incorporated 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 FAAC Incorporated has met all of its obligations under the Agreement.
10. If FAAC Incorporated violates this Agreement:
 - a. The procedures that include references as applicable: 41 C.F.R. 60-1.34, 41 C.F.R. 60-300.63, and/or 41 C.F.R. 60-741.63 will govern:
 - i. OFCCP will send FAAC Incorporated a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. FAAC Incorporated 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 FAAC Incorporated 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.
 - iv. In the event of a breach of this Agreement by FAAC Incorporated, 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 in the Agreement.

- b. FAAC Incorporated may be subject to the sanctions set forth in 41 C.F.R. 60-300.66, and/or other appropriate relief for violating this Agreement.
11. FAAC Incorporated does not admit any violation of VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
12. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
13. 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.
14. Each party shall bear its own fees and expenses with respect to this matter.
15. 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.
16. 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 period July 1, 2022 through June 30, 2023, FAAC Incorporated 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: FAAC Incorporated 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 FAAC Incorporated, as required by 41 CFR 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, FAAC Incorporated 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 FAAC Incorporated’s 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, FAAC Incorporated shall provide updated information simultaneously with its next job listing. At a minimum, FAAC Incorporated will list with the following:

Pure Michigan Talent Connect
Michigan Department of Labor and Economic Opportunity –
Workforce Development
PO Box 30805
Lansing, Michigan 48909
1-888-522-0103
Website: www.mitalent.org/Employer

IV. OFCCP Monitoring Period

1. **Recordkeeping.** FAAC Incorporated agrees to retain all records relevant to the violation(s) 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. FAAC Incorporated will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **FAAC Incorporated Reports.**

FAAC Incorporated agrees to furnish OFCCP with the following reports during the Monitoring Period. Each report will contain the documentation specified according to the dates scheduled:

Progress Report: Due thirteen months after the Effective Date and will cover the time frame from the Effective Date through 12 months after the Effective Date.

1. Documentation of 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 FAAC Incorporated, described in 41 CFR 60-300.5(a)2-6.

FAAC Incorporated will submit reports to (b) (6), (b) (7)(C) via email at (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)@dol.gov. FAAC Incorporated 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 FAAC Incorporated provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely held, and the FAAC Incorporated believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, FAAC Incorporated will provide such reports to OFCCP marked as “Confidential”. In the event of a FOIA request, OFCCP will promptly notify FAAC Incorporated of the FOIA request and provide FAAC Incorporated an opportunity to object to disclosure. OFCCP will withhold disclosure of such reports to the maximum extent allowable by law.

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 FAAC Incorporated's final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify FAAC Incorporated in writing within sixty (60) days of the date of the final progress report that FAAC Incorporated 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 FAAC Incorporated within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines FAAC Incorporated has met all of its obligations under the Agreement.

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and FAAC Incorporated 1229 Oak Valley Drive, Ann Arbor, MI 48108.

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

Kurt A. Flosky
President
FAAC
Ann Arbor, Michigan

DATE: 7/16/2024

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

Andrew Daley
Director of Regional Operations
Detroit District Office

DATE: 7/18/24