

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
APAC - Mississippi Inc.

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the APAC- Mississippi Inc., 101 Riverview Drive, Richland, Mississippi 39218, beginning on July 6, 2023. OFCCP found that APAC - Mississippi Inc. failed to comply with Executive Order 11246, as amended and its respective implementing regulations at 41 CFR Chapter 60.

The violations identified in this Conciliation Agreement (Agreement) were found during a compliance evaluation of APAC-Mississippi Construction worksites in the Memphis, Tennessee Non – Standard Metropolitan Statistical Area (Non - SMSA) which began on July 06, 2023. OFCCP notified APAC-Mississippi of the specific violation(s) and the corrective action(s) required in a Notice of Violation (NOV) issued on August 23, 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 APAC - Mississippi Inc. 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 APAC - Mississippi Inc.'s fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, based on the violation(s) alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if APAC - Mississippi Inc. 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 APAC - Mississippi Inc.'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. APAC - Mississippi Inc. 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 APAC - Mississippi Inc. 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. APAC - Mississippi Inc. 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 District Director (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 APAC - Mississippi Inc. submits its final progress report required in Section IV, below, unless OFCCP notifies APAC - Mississippi Inc. in writing before the expiration date that APAC - Mississippi Inc. 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 APAC - Mississippi Inc. has met all of its obligations under the Agreement.
10. If APAC - Mississippi Inc. violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34 will govern:
 - i. OFCCP will send APAC - Mississippi Inc. a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. The APAC - Mississippi Inc. 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 APAC - Mississippi Inc. 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 the APAC - Mississippi Inc., 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. APAC - Mississippi Inc. may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27, and/or other appropriate relief for violating this Agreement.
11. APAC - Mississippi Inc. does not admit any violation of the Executive Order 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, APAC - Mississippi Inc. failed to provide sufficient written notification to minority and female recruitment sources and to community organizations when APAC - Mississippi Inc. had employment opportunities available, and maintain a record of the organizations' responses, as required by 41 CFR 60-4.3(a)7.b.

CORRECTIVE ACTION: APAC - Mississippi Inc. will maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when APAC - Mississippi Inc. has employment opportunities available, including locally based organizations, and maintain a record of the organizations' responses, as required by 41 CFR 60-4.3(a)7.b.

2. **VIOLATION:** During the period July 1, 2022, through June 30, 2023, APAC - Mississippi Inc. failed to sufficiently direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving APAC - Mississippi Inc. recruitment area and employment needs, as required by 41 CFR 60-4.3(a) 7.i.

CORRECTIVE ACTION: APAC - Mississippi Inc. will direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving APAC - Mississippi Inc. recruitment area and employment needs. Furthermore, APAC - Mississippi Inc. will ensure that, not later than one month prior to the date for the acceptance of applications for apprenticeships or other training, it sends written notification to such organizations, describing the openings, screening procedures, and tests to be used in the selection process, as required by 41 CFR 60-4.3(a)7.i.

IV. OFCCP Monitoring Period

1. **Recordkeeping.** APAC - Mississippi Inc. 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. APAC - Mississippi Inc. will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **APAC - Mississippi Inc. Reports.**

APAC - Mississippi Inc. agrees to furnish OFCCP with the following report during the Monitoring Period. The report will contain the documentation specified according to the dates scheduled:

- a. Progress Report: Due on September 15, 2025, covering the period from September 1, 2024 through August 30, 2025. Documentation of the following:
 - i. A current list of minority and female recruitment sources and documentation of outreach to and from these sources.
 - ii. For all applicants, offers and hires, please include the race, gender, job title of each selected individual, and, to the extent information exists, information on how the individual heard about the opportunity.
 - iii. Recruitment efforts conducted, both oral and written, with community organizations recruitment sources, schools, and training organizations that serve all demographic groups in the recruitment area, including minorities and women.

APAC - Mississippi Inc. will submit reports to (b) (6), (b) (7)(C) via email at (b) (6), (b) (7)(C)@dol.gov. APAC - Mississippi Inc. 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 APAC - Mississippi Inc. provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and the APAC - Mississippi Inc. believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, APAC - Mississippi Inc. will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify APAC - Mississippi Inc. of the FOIA request and provide APAC- Mississippi Inc. 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 APAC - Mississippi Inc.'s final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify APAC - Mississippi Inc. in writing within sixty (60) days of the date of the final progress report that APAC-Mississippi Inc. 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 APAC - Mississippi Inc. within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines APAC - Mississippi Inc. has met all of its obligations under the Agreement.

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and APAC - Mississippi Inc., 101 Riverview Drive, Richland, Mississippi.

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

Nate Killingsworth
President
APAC - Mississippi Inc.
Richland, Mississippi

DATE: 9/25/24

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

Christopher D. Williams
District Director
Birmingham District Office

09/25/24

DATE:

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

Margie Carter-James
Assistant District Director
Jackson Area Office

DATE: 09-25-2024

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

Compliance Investigator
Jackson Area Office

DATE: 9/25/24