

Conciliation Agreement

Between the
U.S. Department of Labor
Office of Federal Contract Compliance Programs

And

Bright Horizons Children's Centers LLC d/b/a
Upper Gwynedd Child Learning Center
500 Dickerson Road
North Wales, PA 19454

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) initiated a complaint investigation of Bright Horizons Children's Centers LLC ("Bright Horizons") operating as Upper Gwynedd Child Learning Center (the "Center"), located at 500 Dickerson Road, North Wales, PA 19454, beginning on November 22, 2019. OFCCP found sufficient evidence to support that Bright Horizons failed to comply with Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503) and its respective implementing regulations at 41 CFR Part 60-741.

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 Bright Horizons enter into this Conciliation Agreement (Agreement), and the parties agree to all the terms therein.

II. General Terms and Conditions

1. In exchange for Bright Horizons' fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under Executive Order 11246 (E.O. 11246), Section 503, and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA). However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Bright Horizons 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 Bright Horizons' compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Bright Horizons 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 Bright Horizons 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. Bright Horizons 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. Bright Horizons 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 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 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 Bright Horizons submits its final progress report required in Section V, below, unless OFCCP notifies Bright Horizons in writing before the expiration date that Bright Horizons 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 Bright Horizons has met all of its obligations under the Agreement.
11. If Bright Horizons violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-741.63 (2014) will govern:
 - i. OFCCP will send Bright Horizons a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. Bright Horizons 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 Bright Horizons 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 Bright Horizons, 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. Bright Horizons may be subject to the sanctions set forth in 41 C.F.R. 60-741.66 (2014) and/or other appropriate relief for violating this Agreement.
12. Bright Horizons 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. Discrimination Violation

VIOLATION: OFCCP found sufficient evidence to support that Bright Horizons at the Center failed to reasonably accommodate the Complainant, (b) (6), (b) (7)(C). Specifically, the Complainant requested that digital clocks be placed within each classroom wherein [REDACTED] worked to accommodate [REDACTED] visual disability. Bright Horizons at the Center failed to make the accommodation. This is in violation of 41 CFR 60-741.21(a)(6). Bright Horizons has since installed digital clocks in every classroom within the Center.

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

1. Workplace Environment:

Bright Horizons will:

- a. Have a digital clock present in each classroom and/or will provide the Complainant with a personal digital watch and will ensure the size of the font will be compatible with the Complainant's vision. As of November 17, 2020, the digital clocks have been installed in each classroom in the Center.

2. Company Policy and Procedure

Bright Horizons will:

- a. Develop written procedures for processing requests of reasonable accommodation that follow the best practices in Appendix B to 41 CFR Part 60-741.
- b. Designate an official to be responsible for the implementation of the reasonable accommodation procedures. The responsible official will have the authority, resources, support, and access to top management to ensure the effective implementation of the reasonable accommodation procedures. The name, title/office, and contact information (telephone number and email address) of the responsible official will be included in the reasonable accommodation procedures.
- c. As long as Bright Horizons remains a federal contractor subject to Section 503, Bright Horizons will annually prepare and update an Affirmative Action Plan (AAP) for its facility and to retain all supporting documentation as required by Section 503 and its implementing regulations.
- d. Disseminate its written reasonable accommodation procedures to all employees. Notice of the reasonable accommodation procedures may be provided by their inclusion in an employee handbook that is disseminated to all employees and/or by email or electronic posting on a company web page where work-related notices are ordinarily posted. Notice of the reasonable accommodation procedures will be provided to employees who work off-site in the same manner that notice of other work-related matters is ordinarily provided to these employees.

3. Training

Bright Horizons will:

- a. Provide mandatory training on the disability accommodation policy to all supervisors and all employees involved in the reasonable accommodation process at least once a year.
- b. Provide informational training on its policies on equal employment opportunity rights and responsibilities, including the legal prohibitions against discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status or any other

protected category to all incumbent Bright Horizons employees and to all new Bright Horizons employees within 30 days of their hire.

- c. Maintain and produce to OFCCP upon request sign-in sheets containing the printed name, signature, and job title of all employees who attend the trainings described above.

V. OFCCP Monitoring Period

1. **Recordkeeping.** Bright Horizons agrees to retain all records relevant to the violation 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. Bright Horizons 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.** Bright Horizons agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule (*e.g.* reports on revised policies, pay adjustments, validity studies, etc.):

- i. **Progress Report 1:** February 1, 2021, report due on the first business day of the next month.

The progress report will include:

1. A copy of the notices to all employees required in Part IV.
2. Documentation showing that Bright Horizons at the Center conducted training required by Part IV.
3. Documentation of revised policies required by Part IV.
4. Copies of all reasonable accommodation requests received and the outcomes of such requests at the Center. Where requests for accommodations were denied or an alternate accommodation was provided, Bright Horizons will provide specific details and documents explaining why the accommodation was not granted or how the alternate accommodation sufficed the request.
5. Evidence that digital clocks have been placed in each class room.

- ii. **Progress Report 2:** Will cover the period April 1, 2021 to September 30, 2021 and will be due October 15, 2021

The progress report will include:

1. Documentation showing that Bright Horizons conducted training for all managers and supervisors at the Center involved in the accommodation process for employees and applicants.
2. Documentation showing that Bright Horizons evaluated, and, if necessary, developed and updated its reasonable accommodation policies and procedures.
3. Copies of all reasonable accommodation requests received and the outcomes of such requests at the Center. Where requests for accommodations are denied or an alternate accommodation is provided, Bright Horizons will provide specific details and documents explaining why the accommodation was not granted or how the alternate accommodation sufficed the request.

b. Affirmative Action Programs. Bright Horizons will submit its current year AAP for Section 503 with the first Progress Report and annually thereafter while the CA monitoring period is in effect.

c. Reports on Modifications to Personnel Practices. In each Progress Report, Bright Horizons will report on all modifications of personnel practices made to date pursuant to the Agreement and provide documentation of its compliance with the remedy provisions of this Agreement. If any of the relevant documents such as job postings or policies have not been modified since being provided during a prior reporting period, a statement to that effect is sufficient.

Contractor will submit reports to District Director Edward J. Rogers at Robert N.C. Nix Sr. Federal Building, 900 Market Street, Suite 311, Philadelphia, PA 19107. Contractor 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 Contractor provides in accordance with this Agreement are customarily kept private or closely-held, and the Contractor believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Contractor 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 Bright Horizons' final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify Bright Horizons in writing within sixty (60) days of the date of the final progress report that Bright Horizons 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 Bright Horizons within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Bright Horizons has met all of its obligations under the Agreement.

VI. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Bright Horizons, operating as Upper Gwynedd Child Learning Center, 500 Dickerson Road, North Wales, PA 19454.

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

Melissa Sposato
Vice President, Human Resources Business Partnerships
BRIGHT HORIZONS
WATERTOWN, MA 02127

DATE: November 23, 2020

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

Edward J. Rogers
District Director
Philadelphia
Office of Federal Contract Compliance Programs

DATE: November 24, 2020