

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
Knoll, Inc.

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Knoll, Inc. corporate headquarters located at 1235 Water Street, East Greenville, PA 18041 beginning on February 25, 2020. OFCCP found that Knoll, Inc. failed to comply with Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503), and its implementing regulations at 41 CFR 60-741.

OFCCP notified Knoll, Inc. of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on November 20, 2020.

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 Knoll, 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 Knoll, Inc.'s fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under Executive Order 11246, as amended (E.O. 11246 or the Executive Order), Section 503, and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Knoll, 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 Knoll, 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. Knoll, 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 Knoll, 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. Knoll, 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 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 Knoll, Inc. submits its final progress report required in Section IV, below, unless OFCCP notifies Knoll, Inc. in writing before the expiration date that Knoll, 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 Knoll, Inc. has met all of its obligations under the Agreement.
10. If Knoll, Inc. violates this Agreement:
 - a. The procedures at 41 CFR 60-741.63 will govern:
 - i. OFCCP will send Knoll, Inc. a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. The Knoll, 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 Knoll, 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 Knoll, 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. Knoll, Inc. may be subject to the sanctions set forth in 41 CFR 60-741.66 and/or other appropriate relief for violating this Agreement.

11. Knoll, Inc. does not admit any violation of the Executive Order, Section 503, or 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 January 1, 2019 through December 31, 2019, Knoll, Inc. failed to invite its employees 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(c).

REMEDY: Knoll, Inc. shall immediately invite its employees to voluntarily inform it whether the employee 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). All invitations to self-identify will be made using the OMB-approved form for this purpose (available on the OFCCP website). In addition, Knoll, Inc. shall extend this invitation again at five year intervals, thereafter. At least once during each interval, Knoll, Inc. shall remind its employees that they may voluntarily update their disability-related self-identification information at any time. Knoll, Inc. 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. **VIOLATION:** During the period January 1, 2019 through December 31, 2019, Knoll, Inc. failed to take steps to determine whether and where impediments to equal employment opportunity exist for one or more job groups, as provided in 41 CFR 60-

741.45(d)(2)(i), when the percentage of individuals with disabilities was less than the 7 percent utilization goal established in 41 CFR 60-741.45(a), in violation of 41 CFR 60-741.45(e). Specifically, Knoll, Inc. failed to assess its personnel processes, the effectiveness of its outreach and recruitment efforts, and the results of its affirmative action program audit.

REMEDY: Knoll, Inc. will take steps to determine whether and where impediments to equal employment opportunity exist when the percentage of individuals with disabilities in one or more job groups, as provided in 41 CFR 60-741.45(d)(2)(i), is less than the 7 percent utilization goal established in 41 CFR 60-741.45(a). When making this determination, Knoll, Inc. will assess its personnel processes, the effectiveness of its outreach and recruitment efforts, the results of its affirmative action program audit, and any other areas that might affect the success of the affirmative action program.

3. **VIOLATION:** During the period January 1, 2019 through December 31, 2019, Knoll, Inc. failed to develop and execute action-oriented programs designed to correct any identified problems, as required by 41 CFR 60-741.45(f).

REMEDY: Knoll, Inc. will develop and execute action-oriented programs designed to correct any identified problems, as required by 41 CFR 60-741.45(f). These action-oriented programs may include the modification of personnel processes to ensure equal employment opportunity for individuals with disabilities, alternative or additional outreach and recruitment efforts from among those listed in 41 CFR 60-741.44 (f)(1) and (f)(2), and/or other actions designed to correct the identified problem areas and attain the established goal.

4. **VIOLATION:** During the period January 1, 2019 through December 31, 2019, Knoll, Inc. failed to include the equal opportunity clause for Section 503 in its subcontracts and/or purchase orders, either directly or by reference, in the prescribed manner, in violation of 41 CFR 60-741.5(a)-(d).

REMEDY: On October 22, 2020, Knoll, Inc. provided to OFCCP a revised purchase order that referenced the provisions of the equal opportunity clause in the manner prescribed by 41 CFR 60-741.5(d).

5. **VIOLATION:** During the period January 1, 2019 through December 31, 2019, Knoll, Inc. failed to post the location and hours during which its Section 503 AAP could be obtained, as required by 41 CFR 60-741.41.

REMEDY: On October 15, 2020, Knoll Inc. provided to OFCCP a revised posting that included the hours during which its Section 503 AAP can be obtained.

IV. OFCCP Monitoring Period

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

2. **Knoll, Inc. Reports.**

Knoll, Inc. agrees to furnish OFCCP with the following report during the Monitoring Period. The report will contain the documentation specified in items i-vii below:

a. Progress Report 1: Due on January 31, 2022 covering the period of January 1, 2021 through December 31, 2021.

i. Knoll, Inc.'s AAP for Individuals with Disabilities for 2021 (covering the period of January 1, 2020 through December 31, 2020), in compliance with 41 CFR § 60-741.44.

Pursuant to Remedy 1:

ii. Section 503 self-identification policies and procedures inclusive of how Knoll, Inc. conducted the issuance of Section 503 self-identification forms to employees;

iii. A copy of the OMB approved self-identification forms issued to incumbent employees; and

iv. The number of employees that responded to the most recent employee survey inviting self-identification as an individual with a disability, and the date of the most recent employee survey.

Pursuant to Remedy 2:

v. Knoll Inc.'s annual utilization analysis covering the period January 1, 2020 through December 31, 2020, as required by 41 CFR § 60-741.45(d); and

vi. If the percentage of individuals with disabilities in one or more job groups is less than the utilization goal established, provide documentation of the steps taken to determine whether and where impediments to equal employment opportunity exist. This should include, but is not limited to: an assessment of personnel processes, effectiveness of its outreach efforts, and the results of Knoll Inc.'s affirmative action program audit, and any other areas that might affect the success of the affirmative action program, as required by 41 CFR § 60-741.45(e). This information should be included in Knoll Inc.'s AAP for Individuals with Disabilities under "Identification of Problem Areas".

Pursuant to Remedy 3:

- vii. Documentation to verify the development and execution of action-oriented programs for any identified problem areas, as required by CFR 60-741.45(f). This information should be included in Knoll Inc.'s AAP for Individuals with Disabilities under "Action-Oriented Programs".

Knoll, Inc. will submit the report to Evan D. Szarenski, Director of Regional Operations, at (b) (6), (b) (7)(C)@dol.gov. Knoll, 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 Knoll, 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 Knoll, Inc. believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Knoll, Inc. will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify Knoll, Inc. of the FOIA request and provide Knoll, 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 Knoll, Inc.'s final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Knoll, Inc. in writing within sixty (60) days of the date of the final progress report that Knoll, 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 Knoll, 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 Knoll, Inc. has met all of its obligations under the Agreement.

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Knoll, Inc., 1235 Water Street, East Greenville, PA 18041.

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

CHRISTOPHER BALDWIN
President and Chief Operating Officer
Knoll, Inc.
East Greenville, PA 18041

DATE: 11/24/2020

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

EVAN D. SZARENSKI
Director of Regional Operations
Mid-Atlantic Regional Office

DATE: _____