

Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
and  
Americlean Janitorial Services, Inc. dba Allied National Services

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Americlean Janitorial Services, Inc. dba Allied National Services (Americlean Janitorial Services), establishment located at 6066 Shingle Creek Parkway, Unit 1133, Minneapolis, MN 55430-2316, beginning on March 3, 2021. OFCCP found that Americlean Janitorial Services 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 41 CFR 60-300.

OFCCP notified Americlean Janitorial Services of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on September 22, 2021.

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 Americlean Janitorial Services 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 Americlean Janitorial Services' fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under VEVRAA based on the violation alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Americlean Janitorial Services 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 Americlean Janitorial Services' compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Americlean Janitorial Services 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 Americlean Janitorial Services 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. Americlean Janitorial Services 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

11. Americlean Janitorial Services 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, 2020 through December 31, 2020, Americlean failed to prepare and maintain an affirmative action program for protected veterans at each establishment within 120 days of the commencement of a contract, and update the program annually, in violation of 41 CFR 60-300.40(b). Accordingly, Americlean failed to comply with any of its affirmative action program obligations set forth in Subpart C of the regulations, 41 CFR 60-300.40-45.

**REMEDY:** Americlean will prepare and maintain an affirmative action program for protected veterans at each establishment. The affirmative action program will set forth Americlean's policies and procedures in accordance with 41 CFR 300.40-45. This affirmative action program may be integrated into or kept separate from other affirmative action programs. Americlean will review and update annually its affirmative action program pursuant to 41 CFR 60-300.40(c), and will comply with all obligations set forth in Subpart C of the regulations, 41 CFR 60-300.40-45.

2. **VIOLATION:** During the period January 1, 2020 through December 31, 2020, Americlean 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. Specifically, Americlean failed to list all employment openings, which includes all positions except executive and senior management, those positions that will be filled from within the contractor's organization, and positions lasting three days or less.

consistent with regulatory requirements, whichever is later.

2. **Contractor Reports.**

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

a. **Progress Report 1: Due June 1, 2022.**

The text portion of Americlean Janitorial Services' affirmative action for protected veterans in accordance with the regulations found at 41 CFR 300.40.

b. **Progress Report 2: Due on August 1, 2022 covering the period of January 1, 2022 through June 30, 2022.**

(1) Americlean Janitorial Services' data collection as defined by 41 CFR 60-300.44k showing total applicants, total veteran applicants, total hires, total veteran hires, number of job openings, and number of jobs filled.

(2) A listing of protected veterans who have requested a reasonable accommodation to include whether the request was approved or denied and the reason it was denied;

(3) Americlean Janitorial Services' results of the evaluation of the effectiveness of outreach and recruitment efforts that were intended to identify and recruit qualified protected veterans as described in 41 CFR 60-300.44(f).

(4) Documentation showing Americlean Janitorial Services listed all employment openings as they occurred with an appropriate ESDS (either the state workforce agency job bank or a local ESDS) where the openings occurred, in a manner and format that allowed the ESDS to provide priority referrals of protected veterans to Americlean Janitorial Services. This documentation shall include a list of all openings that occurred during the reporting period on top of the documentation showing that Americlean Janitorial Services listed their openings with ESDS as required by 41 CFR 300.5(a)2-6.

c. **Progress Report 2: Due on February 1, 2023 covering the period of July 1, 2022 through December 31, 2022.**

(1) Americlean Janitorial Services' data collection as defined by 41 CFR 60-300.44k showing total applicants, total veteran applicants, total hires, total veteran hires, number of job openings, and number of jobs filled.

(2) A listing of protected veterans who have requested a reasonable accommodation to include whether the request was approved or denied and the reason it was denied;

(3) Americlean Janitorial Services' results of the evaluation of the effectiveness

## V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Americlean Janitorial Services located at 6066 Shingle Creek Parkway, Unit 1133, and Minneapolis, MN 55430-2316.

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

Emile Nguimfack  
Manager  
Americlean Janitorial Services, Inc.

DATE: 10/26/2021

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

Timothy Roark  
District Director  
OFCCP, Midwest Region

DATE: 10/26/2021

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

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

Compliance Officer  
OFCCP, Midwest Region

DATE: 10/26/2021