

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
Carter's Contracting Services, Inc.

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated Carter's Contracting Services, Inc. (Carter's Contracting Services) located at 23263 Harmony Church Rd, Andalusia, Alabama, beginning on June 17, 2022. OFCCP found that Carter's Contracting Services failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order) and their respective implementing regulations at 41 C.F.R. Chapter 60.

The violations identified in this Conciliation Agreement (Agreement) were found during a compliance evaluation of Carter's Contracting Services' construction worksites in the Jackson, Mississippi Non-Standard Metropolitan Statistical Area (Non-SMSA), which is comprised of the following county(s) and/or county equivalents: MS Attala; MS Choctaw; MS Choctaw; MS Clarke; MS Copiah; MS Covington; MS Franklin; MS Holmes; MS Humphreys; MS Issaquena; MS Jasper; MS Jefferson; MS Jefferson Davis; MS Jones; MS Kemper; MS Lauderdale; MS Lawrence; MS Leake; MS Lincoln; MS Lowndes; MS Madison; MS Neshoba; MS Newton; MS Noxubee; MS Oktibbeha; MS Scott; MS Sharkey; MS Simpson; MS Smith; MS Warren; MS Wayne; MS Winston; MS Yazoo. OFCCP notified Carter's Contracting Services of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on June 26, 2023.

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 Carter's Contracting Services enter into this Agreement and its attachments, and the parties agree to all the terms therein.

II. General Terms and Conditions

1. In exchange for Carter's Contracting Services fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503, and/or VEVRAA based on the violation(s) alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Carter's Contracting 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 Carter's Contracting 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. Carter's Contracting 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 Carter's Contracting 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. Carter's Contracting 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 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 Carter's Contracting Services submits its final progress report required in Section IV, below, unless OFCCP notifies Carter's in writing before the expiration date that Carter's Contracting Services 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 Carter's Contracting Services has met all of its obligations under the Agreement.
10. If Carter's Contracting Services violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34 will govern:
 - i. OFCCP will send Carter's Contracting Services a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. Carter's Contracting Services 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 Carter's Contracting Services 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 Carter’s Contracting Services , 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. Carter’s Contracting Services 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. Carter’s Contracting 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 June 17, 2021 through June 17, 2022, Carter’s Contracting Services, Inc. failed to keep and preserve complete and accurate personnel and employment records, in violation of 41 CFR 60-1.12(a) and (e); and maintain and/or have available records showing the gender, race, and ethnicity of each applicant or Internet Applicant as required by 41 CFR 60-1.12(c). Specifically, Carter’s Contracting Services, Inc. failed to keep applicant records for a period of not less than one year from the date of the making of the record or the personnel action, which ever occurred later.

Remedy: Carter’s Contracting Services, Inc. will keep and preserve complete and accurate personnel and employment records, in accordance with 41 CFR 60-1.12(a) and (e), and will keep and preserve those records for a period of not less than two years from the date of the making of the record or the personnel action, whichever occurs later. However, if Carter’s Contracting Services, Inc. has a total workforce of 150 or

fewer employees or does not have a government contract of at least \$150,000, the minimum record retention period shall be one year from the making of the record or the personnel action, whichever occurs later, as permitted by 41 CFR 60-1.12(a); and maintain and/or have available records showing the gender, race, and ethnicity of each applicant or Internet Applicant as defined in 41 CFR 60-1.3, as required by 41 CFR 60-1.12(c).

2. **Violation:** During the period June 17, 2021 through June 17, 2022, Carter's Contracting Services, Inc. failed to disseminate the "Pay Transparency Nondiscrimination Provision," using the language prescribed by the Director of OFCCP, to employees and applicants, as required by 41 CFR 60-1.35(c). Specifically, Carter's Contracting Services, Inc. failed to incorporate the nondiscrimination provision into existing employee manuals or handbooks.

Remedy: Carter's Contracting Services, Inc. will disseminate the "Pay Transparency Nondiscrimination Provision," using the language prescribed by the Director of OFCCP, to employees by incorporating the nondiscrimination provision into existing employee manuals or handbooks. In order to facilitate the implementation of this requirement, OFCCP has created two versions of the nondiscrimination provision which can be found on OFCCP's website.

3. **Violation:** During the period June 17, 2021 through June 17, 2022, Carter's Contracting Services, Inc. failed to establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when Carter's Contracting Services, Inc. had employment opportunities available, and maintain a record of the organizations' responses, as required by 41 CFR 60-4.3(a)7.b.

Remedy: Carter's Contracting Services, Inc. will establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when Carter's Contracting Services, Inc. has employment opportunities available, and maintain a record of the organizations' responses, as required by 41 CFR 60-4.3(a)7.b.

4. **Violation:** During the period June 17, 2021 through June 17, 2022, Carter's Contracting Services, Inc. failed to maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual, as required by 41 CFR 60- 4.3(a)7.c.

Remedy: Carter's Contracting Services, Inc. will maintain a current file of the names, addresses and telephone numbers of each minority and female off-the street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual is sent to the union hiring hall for referral and is not referred back to Carter's Contracting Services, Inc. by the union or, if referred, not employed by Carter's

Contracting Services, Inc., this shall be documented in the file with the reason therefor, along with whatever additional actions Carter's Contracting Services, Inc. may have taken, as required by 41 CFR 60-4.3(a)7.c.

5. **Violation:** During the period June 17, 2021 through June 17, 2022, Carter's Contracting Services, Inc. failed to develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to Carter's Contracting Services, Inc.'s employment needs, especially those programs funded or approved by the Department of Labor; and provide notice of these programs to the sources compiled under 41 CFR 60-4.3(a)7.b., as required by 41 CFR 60-4.3(a)7.e.

Remedy: Carter's Contracting Services, Inc. will develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Carter's employment needs, especially those programs funded or approved by the Department of Labor. Carter's Contracting Services, Inc. shall provide notice of these programs to the sources compiled under 41 CFR 60-4.3(a)7.b., as required by 41 CFR 60-4.3(a)7.e.

6. **Violation:** During the period June 17, 2021 through June 17, 2022, Carter's Contracting Services, Inc. failed to disseminate its EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting Carter's Contracting Services, Inc. in meeting its EEO obligations; and by specific review of the policy with all management personnel and with all minority and female employees at least once a year, as required by 41 CFR 60-4.3(a)7.f.

Remedy: Carter's Contracting Services, Inc. will disseminate its EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting Carter's Contracting Services, Inc. in meeting its EEO obligations; and by specific review of the policy with all management personnel and with all minority and female employees at least once a year, as required by 41 CFR 60-4.3(a)7.f.

7. **Violation:** During the period June 17, 2021 through June 17, 2022, Carter's Contracting Services, Inc. failed to review, at least annually, its EEO policy and affirmative action obligations under the Standard Federal Equal Employment Construction Specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site; and make and maintain a written record identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter, as required by 41 CFR 60-4.3(a) 7.g.

Remedy: Carter’s Contracting Services, Inc. will review, at least annually, its EEO policy and affirmative action obligations under the Standard Federal Equal Employment Construction Specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter, as required by 41 CFR 60-4.3(a) 7.g.

8. **Violation:** During the period June 17, 2021 through June 17, 2022, Carter’s Contracting Services, Inc. failed to 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 Carter’s Contracting Services, Inc.’s recruitment area and employment needs, as required by 41 CFR 60-4.3(a) 7.i.

Remedy: Carter’s Contracting Services, 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 Carter’s Contracting Services, Inc.’s recruitment area and employment needs. Furthermore, Carter’s Contracting Services, Inc. must 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.

9. **Violation:** During the period June 17, 2021 through June 17, 2022, Carter’s Contracting Services, Inc. failed to encourage current minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of Carter’s Contracting Services, Inc.’s workforce, as required by 41 CFR 60- 4.3(a) 7.j.

Remedy: Carter’s Contracting Services, Inc. will encourage current minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of Carter’s Contracting Services’s Inc.’s workforce, as required by 41 CFR 60-4.3(a) 7.j.

10. **Violation:** During the period June 17, 2021 through June 17, 2022, Carter’s Contracting Services, Inc. failed to conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities, as required by 41 CFR 60-4.3(a)7.l.

Remedy: Carter’s Contracting Services, Inc. will conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities, as required by 41 CFR 60-4.3(a)7.1.

11. **Violation:** During the period June 17, 2021 through June 17, 2022, Carter’s Contracting Services, Inc. failed to conduct a review, at least annually, of all supervisors' adherence to and performance under its EEO policies and affirmative action obligations, as required by 41 CFR 60-4.3(a)7.p.

Remedy: Carter’s Contracting Services, Inc. will conduct a review, at least annually, of all supervisors' adherence to and performance under its EEO policies and affirmative action obligations, as required by 41 CFR 60-4.3(a)7.p.

IV. OFCCP Monitoring Period

1. **Recordkeeping.** Carter’s Contracting Services 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. Carter’s Contracting Services will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. **Contractor Reports.**

Carter’s Contracting Services agrees to furnish OFCCP with the following report during the Monitoring Period. Each report will contain the documentation specified according to the dates scheduled:

The progress report shall be due on August 31, 2024 covering the period of August 1, 2023 through July 31, 2024. With regard to Carter’s Contracting Services projects as described in Part I of this Agreement, each report will contain the following information:

- a) Documentation that Carter’s Contracting Services has kept and preserved complete and accurate personnel and employment records on:
 - i. Applicants: This list should include all applicants identified by name, race/ethnicity, gender, date applied, trade(s) applied for, referral source, telephone number, address and the action taken for each individual. Applicants for whom race/ethnicity and/or gender is not known should still be included in the data submitted.
 - ii. Hires: This list should include the name, trade, gender, race/ethnicity, date hired, for each employee. If an individual is a re-hire, note that.

- b) Documentation that Carter's Contracting Services has incorporated the "Pay Transparency Nondiscrimination Provision," using the language prescribed by the Director of OFCCP, into existing employee manuals or handbooks;
- c) Documentation that Carter's Contracting Services has maintained a current list of minority and female recruitment sources and provided written notification to minority and female recruitment sources and to community organizations when Carter's Contracting Services has employment opportunities available, and maintain a record of the organizations' responses;
- d) Documentation that Carter's Contracting Services has developed on-the-job training opportunities and/or participated in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Carter's Contracting Services' employment needs;
- e) Documentation that Carter's Contracting Services has disseminated its EEO policy by:
 - i. Providing notice of the policy to unions and training programs and requesting their cooperation in assisting Carter's Contracting Services in meeting its EEO obligations
 - ii. Specific review of the policy with all management personnel and with all minority and female employees at least once a year.
- f) Documentation that Carter's Contracting Services has reviewed, at least annually, its EEO policy and affirmative action obligations under the Standard Federal Equal Employment Construction Specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter;
- g) Documentation that Carter's Contracting Services has directed 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 Carter's recruitment area and employment needs. Furthermore, Carter's Contracting Services must 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;
- h) Documentation that Carter's Contracting Services has encouraged current minority and female employees to recruit other minority persons and women

and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of Carter's Contracting Services workforce;

- i) Documentation that Carter's Contracting Services has conducted, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encouraged these employees to seek or to prepare for, through appropriate training, etc., such opportunities; and
- j) Documentation that Carter's Contracting Services has conducted a review, at least annually, of all supervisors' adherence to and performance under its EEO policies and affirmative action obligations.

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

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Carter's Contracting Services, Inc., 23263 Harmony Church Rd, Andalusia, Alabama.

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

Cody Carter
President
Carter's Contracting Services, Inc.
Andalusia, Alabama

DATE: 7/5/23

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

Christopher Williams
District Director -Birmingham
Southeast Region

DATE: 07/06/2023

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

Guy Auguste
Assistant District Director -Birmingham
Southeast Region

DATE: 07/06/2023

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

Compliance Officer -Jackson
Southeast Region

DATE: 7-5-2023