

CONCILIATION AGREEMENT
Between the
U. S. Department Of Labor Office Of Federal Contract Compliance Programs
and
Kleane Kare Team, Inc.
5729 S. Laburnum Ave
Richmond, Virginia 23231

PART I: General Provisions

1. This Agreement is between the U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP) and Kleane Kare Team, Inc. at 5729 S. Laburnum Ave, Richmond, Virginia 23231.
2. The violations identified in this Agreement were found during a compliance evaluation of Kleane Kare Team, Inc. which began on February 8, 2019 and were specified in a Notice of Violation that was issued on March 5, 2020. OFCCP alleges that Kleane Kare Team, Inc. has violated of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212 and implementing regulations at 41 CFR Chapter 60 due to the specific violations cited in Part II below.
3. This Agreement does not constitute an admission by Kleane Kare Team, Inc. of any violation of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212) and implementing regulations.
4. The provisions of this Agreement will become part of Kleane Kare Team, Inc. AAP. Subject of the performance by Kleane Kare Team, Inc. of all promises and representations contained herein and in its AAP, all named violations in regard to the compliance of Kleane Kare Team, Inc. with all OFCCP programs will be deemed resolved. However, Kleane Kare Team, Inc. is advised that the commitments contained in this Agreement do not preclude future determinations of noncompliance based on a finding that the commitments are not sufficient to achieve compliance.
5. Kleane Kare Team, Inc. agrees that OFCCP may review compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents, as may be relevant to the matter under investigation and pertinent to Kleane Kare Team, Inc. compliance. Kleane Kare Team, Inc. shall permit access to its premises during normal business hours for these purposes.
6. Nothing herein is intended to relieve Kleane Kare Team, Inc. from the obligation to comply with the requirements of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and/or the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212), their implementing regulations, or any other equal employment statute or executive order or its implementing regulations.

7. Kleane Kare Team, Inc. agrees that there will be no retaliation of any kind against any beneficiary of this Agreement or against any person who has provided information or assistance, or who files a complaint, or who participates in any manner in any proceedings under Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212).
8. This Agreement will be deemed to have been accepted by the Government on the date of the signature by the Regional Director for OFCCP, unless the Director for OFCCP indicates otherwise within 45 calendar days of the Regional Director's signature on this Agreement.
9. If at any time in the future, OFCCP believes that Kleane Kare Team, Inc. has violated any portion of this Agreement during the term of this Agreement, Kleane Kare Team, Inc. will be promptly notified of that fact in writing. This notification will include a statement of the facts and circumstances relied upon in forming that belief. In addition, the notification will provide Kleane Kare Team, Inc. with 15 calendar days from receipt of the notification to respond in writing, except where OFCCP alleges that such a delay would result in irreparable injury.

Enforcement proceedings for violation of this Agreement may be initiated at any time after the 15-day period has elapsed or sooner, if irreparable injury is alleged, without issuing a Show Cause Notice.

Where OFCCP believes that Kleane Kare Team, Inc. has violated this Conciliation Agreement, OFCCP may seek enforcement of this Agreement itself and shall not be required to present proof of the underlying violations resolved by this Agreement.

Liability for violation of this Agreement may subject Kleane Kare Team, Inc. to sanctions set forth in Section 209 of the Executive Order, 41 CFR 60-300.66 and/or 41 CFR 60-741.66 and/or other appropriate relief.

PART II: Specific Provisions

1. **VIOLATION:** During the period January 1, 2018 through December 31, 2018, Kleane Kare failed to maintain and preserve any personnel or employment record made or kept by Kleane Kare for a period of one year from the date of the making of the record or the personnel action involved, whichever occurs later. Specifically, Kleane Kare did not report all applicants considered for some of its job openings during October 1, 2017 through September 30, 2018 as required by 41 CFR 60-1.12 (a).

REMEDY: Kleane Kare must maintain and preserve any personnel or employment records made or kept by Kleane Kare for a period of one year from the date of the making of the record or the personnel action involved, whichever occurs later as required by 41 CFR 60-1.12 (a). Specifically, Kleane Kare agrees to implement a process to retain all records pertaining to hiring and any and all expressions of interest

through the Internet or related electronic data technologies.

2. **VIOLATION:** During the period January 1, 2018 through December 31, 2018, Kleane Kare failed to identify or maintained where possible, the gender, race, and ethnicity of each applicant or Internet Applicant as required by 41 CFR 60-1.12 (c)(ii).

REMEDY: Kleane Kare must identify and maintain where possible, the gender, race, and ethnicity of each applicant or Internet Applicant as required by 41 CFR 60-1.12 (c)(ii).

3. **VIOLATION:** During the period January 1, 2018 through December 31, 2018, Kleane Kare 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: Kleane Kare must include or reference the provisions of the equal opportunity clause in its subcontracts and purchase orders, as required by 41 CFR 60-741.5(a)-(d). If Kleane Kare incorporates the equal opportunity clause in its subcontracts and purchase orders by reference, rather than by restating the clause verbatim, it must incorporate the clause in the manner prescribed by 41 CFR 60-741.5(d).

4. **VIOLATION:** During the period January 1, 2018 through December 31, 2018, Kleane Kare failed to include (or ensure the inclusion of), in all solicitations and advertisements for employees, a statement that all qualified applicants will be considered for employment and will not be discriminated against on the basis of disability, in violation of 41 CFR 60-741.5(a)(7).

REMEDY: Kleane Kare must include (or ensure the inclusion of), in all solicitations and advertisements for employees, a statement that all qualified applicants will be considered for employment and will not be discriminated against on the basis of disability, in accordance with 41 CFR 60-741.5(a)(7).

5. **VIOLATION:** During the period January 1, 2018 through December 31, 2018, Kleane Kare failed to prepare and maintain an affirmative action program (AAP) for qualified individuals with disabilities at each establishment, in violation of 41 CFR 60-741.40(b). Accordingly, Kleane Kare failed to comply with any of its AAP obligations set forth in Subpart C of the regulations, 41 CFR 60-741.40-45.

REMEDY: Kleane Kare must prepare and maintain an affirmative action program (AAP) for qualified individuals with disabilities at each establishment. The AAP shall set forth Kleane Kare's policies and procedures in accordance with 41 CFR 741.40-45. This AAP may be integrated into or kept separate from other AAPs. Kleane Kare shall review and update annually its AAP pursuant to 41 CFR 60-741.40(c), and must comply with all obligations set forth in Subpart C of the regulations, 41 CFR 60-741.40-45.

6. **VIOLATION:** During the period January 1, 2018 through December 31, 2018, Kleane Kare failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified individuals with disabilities, document these activities, assess their effectiveness, and document its review, in violation of 41 CFR 60–741.44(f).

REMEDY: Kleane Kare must undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified individuals with disabilities, such as those described at 41 CFR 60–741.44(f)(2). Kleane Kare must annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-741.44(f)(3). Kleane Kare must document all activities it undertakes to comply with this section, in accordance with 41 CFR 60–741.44(f)(4).

7. **VIOLATION:** During the period January 1, 2018 through December 31, 2018, Kleane Kare failed to document and maintain the required data pertaining to applicants and hires, in violation of 41 CFR 60–741.44(k).

REMEDY: Kleane Kare must document the following computations or comparisons pertaining to applicants and hires, on an annual basis, and will maintain this data for three (3) years, as required by 41 CFR 60–741.44(k):

- The number of applicants who self-identified as individuals with disabilities, or who are otherwise known to be individuals with disabilities;
- The total number of job openings and total number of jobs filled;
- The total number of applicants for all jobs;
- The number of applicants with disabilities hired; and
- The total number of applicants hired.

8. **VIOLATION:** During the period January 1, 2018 through December 31, 2018, Kleane Kare failed to evaluate its utilization of individuals with disabilities using the goal established by OFCCP, in violation of 41 CFR 60–741.45.

REMEDY: Kleane Kare must annually evaluate its utilization of individuals with disabilities using the 7 percent goal established by OFCCP, as required by 41 CFR 60–741.45. When conducting this utilization analysis, Kleane Kare must use the job groups established for utilization analyses required by Executive Order 11246, as required by 41 CFR 60–741.45(d)(2). However, if Kleane Kare has a total workforce of 100 or fewer employees, it may, instead, choose to measure the representation of individuals with disabilities in its workforce as a whole, using the 7 percent goal established by OFCCP, as permitted by 41 CFR 60–741.45(d)(2)(i). Should the percentage of individuals with disabilities in one or more job groups or in Kleane Kare’s workforce be less than the

utilization goal, Kleane Kare must take steps, as required by 41 CFR 60–741.45(e), to determine whether and where impediments to equal employment exist, and must develop and execute action-oriented programs to correct any identified problems, as required by 41 CFR 60–741.45(f).

9. **VIOLATION:** During the period January 1, 2018 through December 31, 2018, Kleane Kare failed to keep and preserve all personnel and employment records, in violation of 41 CFR 60–741.80. Specifically, Kleane Kare failed to keep applicant, testing, interview, hiring or other general personnel or employment records specific to Section 503 obligations.

REMEDY: Kleane Kare must keep and preserve all personnel and employment records, in accordance with 41 CFR 60–741.80, and will keep and preserve those records specified in 41 CFR 60–741.80(b) for a period of three years from the date of the making of the record.

10. **VIOLATION:** During the period January 1, 2018 through December 31, 2018, Kleane Kare failed to include the equal opportunity clause for VEVRAA in its subcontracts and/or purchase orders, either directly or by reference, in the prescribed manner, in violation of 41 CFR 60–300.5(a)–(d).

REMEDY: Kleane Kare must include or reference the provisions of the equal opportunity clause in its subcontracts and purchase orders, as required by 41 CFR 60–300.5(a)–(d). If Kleane Kare incorporates the equal opportunity clause in its subcontracts and purchase orders by reference, rather than by restating the clause verbatim, it must incorporate the clause in the manner prescribed by 41 CFR 60–300.5(d).

11. **VIOLATION:** During the period January 1, 2018 through December 31, 2018, Kleane Kare 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.

REMEDY: Kleane Kare must list all employment openings as they occur with an appropriate employment service delivery system (ESDS) (either the state workforce agency job bank or a local ESDS) where the openings occur, in a manner and format that will allow the ESDS to provide priority referrals of protected veterans to Kleane Kare, as required by 41 CFR 60–300.5(a)2–6. With its initial listing, and as subsequently needed to update the information, Kleane Kare must also advise the employment service delivery system that it is a federal contractor that desires priority referrals of protected veterans for job openings at all locations within the state, and provide the employment service delivery system with the name and address of each of its hiring locations within the state and the contact information for the contractor official responsible for hiring at each location, in accordance with 41 CFR 60–300.5(a)4. Should any of the information in the disclosures change since it was last reported to the ESDS, Kleane Kare shall provide updated information simultaneously with its next job listing.

12. **VIOLATION:** During the period January 1, 2018 through December 31, 2018, Kleane Kare failed to include (or ensure the inclusion of), in all solicitations and advertisements for employees, a statement that all qualified applicants will be considered for employment and will not be discriminated against based on their protected veteran status, in violation of 41 CFR 60–300.5(a)(12).

REMEDY: Kleane Kare must include (or ensure the inclusion of), in all solicitations and advertisements for employees, a statement that all qualified applicants will be considered for employment and will not be discriminated against on the basis of their protected veteran status, in accordance with 41 CFR 60–300.5(a)(12).

13. **VIOLATION:** During the period January 1, 2018 through December 31, 2018, Kleane Kare failed to prepare and maintain an affirmative action program (AAP) for protected veterans at each establishment, in violation of 41 CFR 60–300.40(b). Accordingly, Kleane Kare failed to comply with any of its AAP obligations set forth in Subpart C of the regulations, 41 CFR 60–300.40–45.

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

14. **VIOLATION:** During the period January 1, 2018 through December 31, 2018, Kleane Kare failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified protected veterans, document these activities, assess their effectiveness, and document its review, in violation of 41 CFR 60–300.44(f).

REMEDY: Kleane Kare must undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified protected veterans, such as those described at 41 CFR 60–300.44(f)(2). Kleane Kare must annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60–300.44(f)(3). Kleane Kare must document all activities it undertakes to comply with this section, in accordance with 41 CFR 60–300.44(f)(4).

15. **VIOLATION:** During the period January 1, 2018 through December 31, 2018, Kleane Kare failed to document and maintain the required data pertaining to applicants and hires, in violation of 41 CFR 60–300.44(k).

REMEDY: Kleane Kare must document the following computations or comparisons pertaining to applicants and hires, on an annual basis, and will maintain this data for three (3) years, as required by 41 CFR 60–300.44(k):

- The number of applicants who self-identified as protected veterans, or who are otherwise known to be protected veterans;
- The total number of job openings and total number of jobs filled;
- The total number of applicants for all jobs;
- The number of protected veteran applicants hired; and
- The total number of applicants hired.

16. VIOLATION: During the period January 1, 2018 through December 31, 2018, Kleane Kare failed to establish a hiring benchmark to measure its progress toward achieving equal employment opportunity for protected veterans, in violation of 41 CFR 60–300.45. Specifically, Kleane Kare failed to provide evidence of compliance as required in 41 CFR 60-300.45(c).

REMEDY: Kleane Kare must establish a hiring benchmark for each of its establishments, on an annual basis, using one of the two methods prescribed in 41 CFR 60–300.45(b). Kleane Kare must document its hiring benchmark, and, if Kleane Kare sets its benchmark using the five-factor approach described in 41 CFR 60–300.45(b)(2), it must also document each factor that it considered in establishing its benchmark and the relative significance it accorded to each one. Kleane Kare must retain these records for three years, as required by 41 CFR 60–300.45(c).

17. VIOLATION: During the period January 1, 2018 through December 31, 2018, Kleane Kare failed to keep and preserve all personnel and employment records, in violation of 41 CFR 60–300.80. Specifically, Kleane Kare failed to keep only those personnel or employment records specific to VEVRAA obligations.

REMEDY: Kleane Kare must keep and preserve all personnel and employment records, in accordance with 41 CFR 60–300.80, and will keep and preserve those records specified in 41 CFR 60–300.80(b) for a period of three years from the date of the making of the record.

Part III. Reports:

1. Kleane Kare Team, Inc. agrees to retain records pertinent to the violations cited in Part II above, and to the reports submitted in compliance with Paragraph 2, below. These records shall include data and information underlying the required reports, specifically, but not limited to all applications and personnel records. The records will be retained until the expiration of this Agreement or consistent with regulatory requirements, whichever is later.
2. Klene Kare agrees to furnish the OFCCP:

U.S. Department of Labor
Office of Federal Contract Compliance Programs
Attention: Dianna Adams, Assistant District Director
400 North 8th Street, Suite 466
Richmond, Virginia 23219

With the following two (2) progress report:

The first progress report will cover January 1, 2020 through December 31, 2020, and will be due January 30, 2021. The second report must cover January 1, 2021 through December 31, 2021, and must be submitted by January 30, 2022. Each report shall contain the following:

- a) A copy of the current year Affirmative Action Programs for Executive Order 11246, as amended including all support data, Section 503 of the Rehabilitative Act of 1973, as amended (Section 503) to include the data collection analysis, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (VEVRAA) to include the data collection analysis.
 - b) Copies of three (3) subcontracts or purchase orders to include the equal opportunity clauses for Section 503 and VEVRAA.
 - c) Copies of solicitations and advertisements to include the job solicitation tagline for Section 503 and VEVRAA.
 - d) Documentation of undertaking appropriate external outreach and positive recruitment activities for Section 503 and VEVRAA.
 - e) Evaluation of the Utilization Goals for individuals with disabilities.
 - f) Documentation of listing all employment openings with either the state workforce agency job bank or local employment service delivery systems.
 - g) Documentation of establishing benchmarks for hiring protected veterans.
3. This Conciliation Agreement shall remain in effect until the review and acceptance by OFCCP of Kleane Kare final progress report.

Part IV. SIGNATURES

This Conciliation Agreement is hereby executed by and between the OFCCP and Kleane Kare Team, Inc., 5729 S. Laburnum Avenue, Richmond, Virginia 23231

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

SHARON DABNEY-WOOLRIDGE
CEO
Kleane Kare

Date: 3/18/2020

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

(b) (6), (b) (7)(E)
Compliance Officer
Richmond
Mid-Atlantic

Date: _____

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

DIANNA ADAMS
Assistant District Director
Richmond
Mid-Atlantic

Date: _____