

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
CLEARVIEW CLEANING SERVICE INC

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the CLEARVIEW CLEANING SERVICE INC (Contractor) establishment located at 3660 W CHINDEN BLVD, GARDEN CITY, ID 83714-6544, beginning on August 2, 2019. OFCCP found that Contractor failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order), Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) and their respective implementing regulations at CFR 60-1, 60-300 and 60-741.

OFCCP notified Contractor of the specific violations and the corrective actions required in a Notice of Violation issued on April 3, 2020 (NOV).

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 Contractor enter into this Conciliation Agreement (Agreement) and its attachments, and the parties agree to all the terms therein.

The attachments to this Agreement are deemed incorporated into this Agreement.

II. General Terms and Conditions

1. In exchange for Contractor's 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 violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Contractor 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 Contractor'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. Contractor 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 Contractor 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. Contractor 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. Contractor 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, including its attachments, 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 Contractor submits its final progress report required in Section IV, below, unless OFCCP notifies Contractor in writing before the expiration date that Contractor 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 Contractor has met all of its obligations under the Agreement.
11. If Contractor violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34, 41 C.F.R. 60-300.63 and 41 C.F.R. 60-741.63 will govern:
 - i. OFCCP will send Contractor a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. The Contractor 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 Contractor 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 the contractor, 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. Contractor may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27, 41 C.F.R. 60-741.66, or 41 C.F.R. 60-300.66, and/or other appropriate relief for violating this Agreement.
- 12. Contractor 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. Technical Violations and Remedies

- 1. **VIOLATION:** During the period July 1, 2018 through June 30, 2019, Contractor failed to keep and preserve complete and accurate personnel and employment records, in violation of 41 CFR 60-1.12(a) and (e). Specifically, Contractor failed to keep the records for a period of not less than two years from the date of the making of the record or the personnel action, whichever occurred later.

REMEDY: Contractor 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 Contractor 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).

2. VIOLATION: During the period July 1, 2018 through June 30, 2019, Contractor failed to annually review the effectiveness of the outreach and recruitment efforts it took over the previous twelve months to identify and recruit qualified protected veterans, as required by 41 CFR 60-300.44(f)(3).

REMEDY: Contractor will annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-300.44(f)(3). If Contractor concludes that the totality of its efforts were not effective in identifying and recruiting qualified protected veterans, it shall identify and implement alternative efforts listed in 41 CFR 60-300.44(f)(1) or (f)(2).

3. VIOLATION: During the period July 1, 2018 through June 30, 2019, Contractor failed to document and maintain the required data pertaining to applicants and hires, in violation of 41 CFR 60-300.44(k).

REMEDY: Contractor will 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.

4. VIOLATION: During the period July 1, 2018 through June 30, 2019, Contractor failed to annually review the effectiveness of the outreach and recruitment efforts it took over the previous twelve months to identify and recruit qualified individuals with disabilities as required by 41 CFR 60-741.44(f)(3).

REMEDY: Contractor will annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-741.44(f)(3). If Contractor concludes that the totality of its efforts were not effective in identifying and recruiting qualified individuals with disabilities, it shall identify and implement alternative efforts listed in 41 CFR 60-741.44(f)(1) or (f)(2).

5. VIOLATION: During the period July 1, 2018 through June 30, 2019, Contractor failed to document and maintain the required data pertaining to applicants and hires, in violation of 41 CFR 60-741.44(k).

REMEDY: Contractor will 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.

6. VIOLATION: During the period July 1, 2018 through June 30, 2019, Contractor failed to keep and preserve complete and accurate personnel and employment records,

in violation of 41 CFR 60-741.80. Specifically, Contractor failed to keep records relating to requests for reasonable accommodation.

REMEDY: Contractor will keep and preserve complete and accurate 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.

IV. OFCCP Monitoring Period

1. **Recordkeeping.** Contractor 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. Contractor 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.** Contractor agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:

Progress Report 1: June 1, 2021 (Review Period from the date the CA is signed – April 30, 2021).

Progress Report 2: June 1, 2022 (Review Period from May 1, 2021 – April 30, 2022).

Contractor will submit reports to (b) (7)(C), (b) (7)(E) 620 SW Main Street, Suite 411, Portland, OR, 97205 (b) (7)(C), (b) (7)(E) @dol.gov. 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.

- b. **Affirmative Action Programs.** Contractor will submit its current year AAP for E.O. 11246, Section 503, and VEVRAA 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, Contractor 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. The reports must include:

- d. **Pursuant to Remedy 1:** Applicant data and analyses that include the following: the total number of applicants and hires for each job group with a breakdown by applicable race, gender and ethnic group of applicants and hires; for each job group, the results of Contractor's analysis as to whether its total selection process has adverse impact, as defined in 41 CFR 60-3.4(D), based on race, gender and/or ethnic group; for each job group where adverse impact has been identified, information on all qualifications used during the selection process and the stage at which Contractor used each qualification(s) as a screening device; for each job group where the total selection process has an adverse impact, as defined in 41 CFR 60-3.4D, an analysis of the individual components of the selection process that caused the adverse impact; and, the actions taken by Contractor, where action is appropriate, after determining that any component of the selection process has an adverse impact based on race, gender, and/or ethnic group.
 - e. **Pursuant to Remedy 2:** A copy of Contractor's VEVRAA AAP component that lists: 1) Its outreach and positive recruitment activities with supporting documentation; 2) an assessment of the effectiveness of each activity.
 - f. **Pursuant to Remedy 3:** 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.
 - g. **Pursuant to Remedy 4:** A copy of Contractor's Section 503 AAP component that lists: 1) Its outreach and positive recruitment activities with supporting documentation; 2) an assessment of the effectiveness of each activity.
 - h. **Pursuant to Remedy 5:** 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.
 - i. **Pursuant to Remedy 6:** Copies of reasonable accommodation policies, and documentation of any accommodation requests received and their resolution, if any.
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 Contractor's final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify Contractor in writing within sixty (60) days of the date of the final progress report that Contractor 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 Contractor within the allotted time that it has not fulfilled all of its obligations, this

Agreement is automatically extended until the date that OFCCP determines Contractor has met all of its obligations under the Agreement.

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and CLEARVIEW CLEANING SERVICE INC, located at 3660 W CHINDEN BLVD, GARDEN CITY, ID 83714-6544

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

Sylvia Hampel
President
CLEARVIEW CLEANING SERVICE INC
GARDEN CITY, ID 83714-6544

DATE: 4-14-2020

LEIGH
JONES

Digitally signed by
LEIGH JONES
Date: 2020.04.17
12:53:06 -07'00'

Leigh Jones
District Director
Seattle and Portland Offices

DATE: _____

BRENDA TERREAULT

Digitally signed by BRENDA
TERREAULT
Date: 2020.04.16 13:51:58 -07'00'

Brenda Terreault
Area Office Director
Portland Area Office

DATE: _____

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

(b) (7)(C), (b) (7)(E)

Compliance Officer
Portland Area Office

DATE: _____