

Conciliation Agreement  
Between the  
U.S. Department of Labor  
Office of Federal Contract Compliance Programs  
and  
Rollins, Inc.  
2170 Piedmont Road NE  
Atlanta, Georgia 30324-4135

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Rollins, Inc. (Rollins) corporate headquarters located at 2170 Piedmont Road NE, Atlanta, Georgia, beginning on February 28, 2019. OFCCP found that Rollins failed to comply with Section 503 of the Rehabilitation Act of 1973, as amended 29 U.S.C. § 793 (Section 503), and its respective implementing regulations at 41 C.F.R. Section 60-741.

OFCCP notified Rollins of the specific violations and the corrective actions required in a Notice of Violation issued on February 28, 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 Rollins enter into this Conciliation Agreement (Agreement), and the parties agree to all the terms therein.

**II. General Terms and Conditions**

1. In exchange for Rollins' fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under Section 503 based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Rollins 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 Rollins' compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Rollins 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 Rollins of its obligation to fully comply with the requirements of Executive Order 11246, as amended ("E.O. 11246") Section 503, Vietnam Era Veterans Readjustment Assistance Act (VEVRAA), their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.

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4. Rollins 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 will 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 Regional 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 Rollins submits its final progress report required in Section IV, below, unless OFCCP notifies Rollins in writing before the expiration date that Rollins 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 Rollins has met all of its obligations under the Agreement.
10. If Rollins violates this Agreement:
  - a. The procedures at 41 C.F.R. 60-741.63 will govern:
    - i. OFCCP will send Rollins a written notice stating the alleged violations and summarizing any supporting evidence.
    - ii. Rollins 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 Rollins 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 Rollins, 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. Rollins may be subject to the sanctions set forth in Section 209 of the 41 C.F.R. 60-741.66, and/or other appropriate relief for violating this Agreement.

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11. Rollins 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.
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.

### III. Technical Violations and Remedies

1. **Violation 1:** During the period January 1, 2018 through December 31, 2018, Rollins 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 C.F.R. 60-741.44(f). Specifically, Rollins failed to document all outreach recruitment activities and retain such documentation. In addition, Rollins failed to review, on an annual basis, the outreach and recruitment efforts it has taken to evaluate their effectiveness in identifying and recruiting qualified individuals with disabilities.
2. **Remedy 1:** Rollins will 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 C.F.R. 60-741.44(f)(2). Rollins will annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 C.F.R. 60-741.44(f)(3). Rollins will document all activities it undertakes to comply with this section, in accordance with 41 C.F.R. 60-741.44(f)(4). As part of these outreach and recruitment activities, Rollins will use the disability organizations listed below and/or other resources identified by Rollins to recruit qualified job candidates:

Sean Casey, Executive Director  
Georgia Vocational Rehabilitation Agency  
200 Piedmont Avenue, SE, West Tower, Suite 502A  
Atlanta, Georgia 30334  
Phone: (404) 232-1998

Pamela Williamson, Assistant Director  
Southeast ADA Center Burton Blatt Institute at Syracuse University  
1419 Mayson Street

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Atlanta, Georgia 30324  
Phone: (404) 541-9001  
Email: (b) (6), (b) (7)(C)@law.syr.edu

Tina Vires, Director  
Georgia State University, Office of Disability Services  
44 Courtland Street Suite 203  
Atlanta, Georgia 30303  
Phone: (404) 413-1560  
Email: (b) (6), (b) (7)(C)@gsu.edu

Devonne Mckenzie, Director Student Services/Enrollment Specialist  
Morris Brown College  
643 Martin Luther King Jr Drive NW,  
Atlanta, Georgia 30314  
Phone: (678) 576-1997  
Email: (b) (6), (b) (7)(C)@morrisbrown.edu

Susan Goines, Career Services Coordinator  
Gwinnett Technical College  
5150 Sugarloaf Parkway  
Lawrenceville, Georgia 30043  
Phone: (678) 226-6355  
Email: (b) (6), (b) (7)(C)@gwinnettTech.edu

#### IV. OFCCP Monitoring Period

1. **Recordkeeping.** Rollins agrees to retain all records relevant to the violation 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. Rollins will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. **Contractor Reports.**

**Schedule and Instructions.** Rollins agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:

The first report shall be due by October 15, 2020 and shall cover the period of April 1, 2020 through September 30, 2020 and shall include the items listed below:

Pursuant to Remedy 1: Documentation to include (a) Rollins' efforts during the period of April 1, 2020 through September 30, 2020 to recruit qualified individuals with disabilities for job vacancies, including contacts with and responses from the recruitment sources Rollins used, along with a report on the number of applicants referred by job group, job

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title, recruitment source and the number of applicants hired, broken out by job group, job title and recruitment source; (b) a list containing all outreach and recruitment activities along with an assessment containing the criteria Rollins uses in its assessment evaluating whether each activity was effective or not in identifying and recruiting qualified individuals with disabilities; (c) an assessment of Rollins' overall outreach and recruitment efforts and, if Rollins concludes that those overall efforts are not effective, what efforts Rollins have taken in identifying and implementing alternative efforts.

The second report shall be due by April 15, 2021 and shall cover the period of October 1, 2020 through March 31, 2021 and shall include the items listed below:

Pursuant to Remedy 1: Documentation to include (a) Rollins' efforts to recruit qualified individuals with disabilities for job vacancies, including contacts with and responses from the recruitment sources Rollins used, along with a report on the number of applicants referred by job group, job title, recruitment source and the number of applicants hired, broken out by job group, job title and recruitment source; (b) a list containing all outreach and recruitment activities along with an assessment containing the criteria Rollins uses in its assessment evaluating whether each activity was effective or not in identifying and recruiting qualified individuals with disabilities; (c) an assessment of Rollins' overall outreach and recruitment efforts and, if Rollins concludes that those overall efforts are not effective, what efforts Rollins have taken in identifying and implementing alternative efforts.

Rollins will submit reports to:

Sybil Shy-Demmons, District Director—Atlanta  
U.S. Department of Labor  
Office of Federal Contract Compliance Programs  
61 Forsyth St. SW, Room 17T50  
Atlanta, Georgia 30303  
**(b) (6), (b) (7)(C)**@dol.gov

**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 I, 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.

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**V. Signatures**

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Rollins, Inc. at 2170 Piedmont Road NE, Atlanta, Georgia 30324-4135.

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

Jery Gahlhoff  
President  
Rollins, Inc.  
2170 Piedmont Road NE  
Atlanta, Georgia 30324-4135

DATE: 06/05/2020

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

Samuel Maiden  
Regional Director  
Southeast Region

DATE:

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

Sybil Shy-Demmons  
District Director—Atlanta  
Southeast Region

DATE: 6/4/2020

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

Charles Robinson  
Assistant District Director—Atlanta  
Southeast Region

DATE: 6/4/2020

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

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

Compliance Officer—Atlanta  
Southeast Region

DATE: June 4, 2020