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IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF FLORIDA  
JACKSONVILLE DIVISION

U.S. EQUAL EMPLOYMENT )  
OPPORTUNITY COMMISSION, )

Plaintiff, )

v. )

FLORIDA CARE ALF OF AMELIA )  
ISLAND, INC. )

Case No.: 3:23-cv-01130

**CONSENT DECREE**

This Consent Decree (“Decree”) is made and entered into by and among Plaintiff U.S. Equal Employment Opportunity Commission (“EEOC”) and Defendant Florida Care ALF of Amelia Island, Inc. (“Defendant”).

**INTRODUCTION**

1. The EEOC filed this action on September 26, 2023, under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e et seq. (“Title VII”), and Title I of the Civil Rights Act of 1991, 42 U.S.C. §1981a, to correct unlawful employment practices on the basis of sex and to provide appropriate relief to Karissa Trimble.

2. The EEOC alleged that Defendant violated Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of 1991, by terminating Ms. Trimble’s employment because of her pregnancy, a condition of her sex (female). Defendant denied the allegations and makes no admissions of liability or violations of the law herein.

### EFFECTIVE DATE

3. The Effective Date of this Decree is the date on which the Court gives final approval to the Decree by entering it on the Court docket after motion and hearing, if required.

### GENERAL PROVISIONS

4. In the interest of resolving this matter, to avoid costs of litigation, and, as a result of having engaged in comprehensive settlement negotiations, the Parties have agreed that this action should be finally resolved by entry of this Decree. (MMH)

5. This Decree fully and finally resolves the claims asserted by the EEOC in this action styled *EEOC v. Florida Care ALF of Amelia Island, Inc.*, Case No. 3:23-cv-01130, in the United States District Court, Middle District of Florida. Such action arose from the allegations contained in EEOC Charge Number 15E-2022-00026. - MMH - LL

6. The Parties acknowledge that this Decree does not resolve any other Charges of Discrimination that may be pending with EEOC against Defendant. This Decree in no way affects the EEOC's right to bring, process, investigate or litigate other charges that may be in existence or may later be filed against Defendant in accordance with standard EEOC procedures.

7. If one or more provisions of this Decree are rendered unlawful or unenforceable, the Parties shall attempt to agree upon what amendment to this Decree, if any, is appropriate to effectuate the purposes of the unlawful or unenforceable portion of this Decree. In any event, the unaffected provisions will remain enforceable.

8. No waiver, modification, or amendment of any provision of this Decree will be effective unless made in writing and signed by an authorized representative of each of the Parties, (MMH)  
By mutual agreement of the Parties, this Decree may be amended or modified in the interests of justice and fairness to effectuate the provisions of this Decree. and authorized by the Court.

(MMH)

and with <sup>2</sup> Court approval,

9. Nothing in this Decree shall be construed to limit or reduce Defendant's obligations to comply with the statutes enforced by EEOC: Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e et seq., ("Title VII"), Title I of the Americans with Disabilities Act ("ADA"), 42 U.S.C. §12101, as amended, the Age Discrimination in Employment Act ("ADEA"), 29 U.S.C. §§621-633a, the Equal Pay Act ("EPA"), 29 U.S.C. §206(d), the Genetic Information Nondiscrimination Act of 2008 ("GINA"), 42 U.S.C. § 2000f, and the Pregnant Workers Fairness Act ("PWFA"), 42 U.S.C. §§ 2000gg.

### FINDINGS

10. Having carefully examined the terms and provisions of this Decree, and based on the pleadings, record and stipulations of the Parties, the Court finds the following:

- a. This Court has jurisdiction over the subject matter of this action and the Parties;
- b. The Court will retain jurisdiction for the duration of this Decree;
- c. The terms of this Decree are adequate, reasonable, equitable, and just, and the rights of the Parties, and the public interest are adequately protected by this Decree; and
- d. The terms of this Decree are and shall be binding upon the present and future representatives, agents, directors, officers, successors, and assigns of Defendant.

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

### **DURATION OF THE DECREE & JURISDICTION**

11. All provisions of this Decree shall be in effect (and the Court will retain jurisdiction of this matter to enforce this Decree) for a period of three years after the Effective Date, provided, however, that if, at the end of the three year period, any disputes regarding compliance remain unresolved, the term of the Decree shall be automatically extended (and the Court will retain

be authorized to

MMH

jurisdiction of this matter to enforce the Decree) until such time as all such disputes have been resolved.

12. No party shall contest the jurisdiction of this Federal Court to enforce this Decree and its terms or the right of EEOC to bring an enforcement suit upon alleged breach of any term(s) of this Decree;

#### **CHARGING PARTY'S RELIEF**

13. In settlement of this lawsuit, Defendant shall pay the total sum of \$20,000 as the full and final amount to settle claims brought by the EEOC in this lawsuit based on EEOC Charge of Discrimination No. 15E-2022-00026. Defendant will issue a Form 1099 for the monetary relief paid to Charging Party. The payment is not for wages lost but is for claimed compensatory damages by charging party.

14. No later than fourteen (14) days from the Effective Date, Defendant shall pay <sup>MMH</sup> \$8,000 to Charging Party. Thereafter, in exactly one month from the first payment, Defendant shall begin making monthly payments in the amount of \$2,000 to Charging Party for a total of six months.

15. If Defendant fails to tender payment as described in paragraph 13 above, then Defendant shall pay interest on the defaulted payment at the rate calculated pursuant to 26 U.S.C. § 6621(b) until the same is paid, and bear any additional costs incurred by the EEOC caused by the non-compliance or delay of Defendant.

16. Copies of all payments made and forms sent pursuant to paragraph 13 above shall be sent via email to [mndoconsentdecreecompliance@eoc.gov](mailto:mndoconsentdecreecompliance@eoc.gov) and [erica.selig@eoc.gov](mailto:erica.selig@eoc.gov) with subject line: "Florida Care Consent Decree Compliance."

## INJUNCTION

17. Defendant, its officers, managers, supervisors, employees, agents, successors, and assigns, <sup>who receive actual notice of this Decree</sup> shall not consider a female's pregnancy or ability to become pregnant in making employment decisions, including termination decisions. (MMH)

## POLICY

18. Within thirty (30) calendar days of the Effective Date, Defendant will adopt, disseminate, implement and maintain a policy that prohibits discrimination on the basis of sex, including pregnancy. The policy shall explicitly ~~state that~~: (1) <sup>state that</sup> pregnancy discrimination is a form of sex discrimination; (2) <sup>state that</sup> sex discrimination, including pregnancy discrimination, is prohibited and will not be tolerated; (3) <sup>state that</sup> Defendant will not make assumptions about the capabilities of pregnant employees; (4) include clear procedures for making a complaint of discrimination, including: the name(s) and contact information of the person(s) responsible for receiving complaints; (5) ~~the Policy shall~~ <sup>gg</sup> state that employees need not complain to the alleged offending official; and (6) state that the Policy applies to applicants and employees. (MMH)

19. The policy shall further state that retaliation for making a complaint is strictly forbidden, and that any manager or employee that engaged <sup>S</sup> in retaliation will be subject to discipline, up to and including termination. (MMH)

20. The policy shall be distributed to all current employees within thirty (30) days of its adoption and shall be given to all new employees of Defendant within ten (10) days of hire during the duration of this Decree. <sup>power</sup>

21. Within thirty (30) days of the Effective date, Defendant will review its hiring policies and practices to ensure that applicants have equal opportunities regardless of their sex, their pregnancy status and/or ability to become pregnant. These policies and practices shall include

the maintenance of records relating to the applications received and the reasons for the hiring decision.

### APPLICATION MATERIALS

22. Within thirty (30) calendar days of the Effective Date, Defendant will complete the following steps relating to its job advertisements and applications for positions in all programs:

a. Defendant shall direct managers or third-party vendors to include the following language in all job advertisements: "Amelia Springs Assisted Living is an Equal Opportunity Employer." The failure of an individual manager or third-party vendor to include such language shall not be deemed a violation of the Decree, provided that Defendant takes prompt corrective action upon notice that a job advertisement is not compliant.

b. Each application shall include the following language:

**AMELIA SPRINGS ASSISTED LIVING IS AN EQUAL OPPORTUNITY EMPLOYER. QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION WITHOUT REGARD TO AGE, RACE, RELIGION, SEX (PREGNANCY, SEXUAL ORIENTATION, GENDER IDENTITY) NATIONAL ORIGIN, OR DISABILITY. WE ENCOURAGE ALL QUALIFIED APPLICANTS TO APPLY. IF YOU BELIEVE YOU HAVE BEEN DISCRIMINATED AGAINST, PLEASE CONTACT BARBARA ELLERSON. YOU ALSO HAVE THE RIGHT TO FILE A CHARGE OF DISCRIMINATION WITH THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION.**

### TRAINING

23. Upon execution of this Decree, Defendant shall provide two (2) hours of live training on sex discrimination as described below on an annual basis for the owners, the administrator, any and all human resources officers, and any and all managers involved in hiring, discipline and terminations, at Defendant's facility. There shall be a total of three training sessions for the owners, the administrator, any and all human resources officers, and any and all managers

involved in hiring, discipline and terminations, for a total of six (6) hours of instruction for the duration of the Decree. These training sessions shall all be recorded.

24. In addition, Defendant shall provide one (1) hour of training annually via a pre-recorded video on pregnancy discrimination as described below for all non-supervisory employees of Defendant. The pre-recorded video for employee training shall be updated annually prior to re-training employees for that annual cycle.

25. The initial training for the owners, the administrator, any and all human resources officers, and any and all managers involved in hiring, discipline and terminations, shall take place within sixty (60) calendar days of the Effective Date. The initial training for all non-supervisory employees shall take place within one hundred and twenty (120) calendar days of the Effective Date. Going forward, all newly hired employees, including all non-supervisory, HR, management, and supervisory employees, shall be required to view the most recent, respective training (i.e., manager or employee training video) within seven (7) days of their hire.

26. Defendant shall retain, at its own expense, a subject matter expert ("SME") on sex discrimination to conduct and record the training sessions at Defendant's facility. The SME shall have no prior relationship with Defendant. The SME shall be identified to the EEOC within thirty (30) days of the entry of this Decree, and Defendant must obtain the EEOC's agreement on the SME.

27. The training the owners, the administrator, any and all human resources officers, and any and all managers involved in hiring, discipline and terminations, shall include, but is not limited to, the following: (1) an explanation of the prohibition against discrimination based on sex and pregnancy; (2) an explanation of the prohibition against retaliation under Title VII of the Civil Rights Act of 1964 including, but not limited to, Defendant's complaint and investigation

procedures, what constitutes retaliation for opposing discrimination or making a charge, testifying, assisting, or participating in any manner in investigations, proceedings, or hearings concerning discrimination or retaliation; (3) an explanation on how to avoid discrimination in hiring and firing including, but not limited to, sex-neutral and non-discriminatory recruiting, interviewing, hiring, and firing, and training on how to avoid stereotypes, including sex-based stereotypes and gender-role stereotypes, in hiring and in the workplace; and (4) an overview of the obligations and protections in the PWFA, including training on handling requests for reasonable accommodations.

28. The training for all non-supervisory employees shall include but is not limited to: (1) an explanation of the prohibition against discrimination based on sex and pregnancy; (2) an overview of the obligations and protections in the PWFA, including how to request pregnancy accommodations at work; (3) examples and explanation<sup>s</sup> of prohibited practices and conduct; and (4) Defendant's policies and procedures for reporting and handling complaints of pregnancy discrimination, including how to report complaints to and what to expect after reporting complaints. mmH

29. Defendant agrees that the EEOC, at its discretion, may attend training sessions required by this Consent Decree. Defendant will provide the EEOC with at least fourteen (14) days' advance notice of the time, date, and location of each training. The notice shall be sent to EEOC, Kristen Foslid, and Erica Selig with the subject line "Florida Care Consent Decree Compliance" at [mdoconsentdecreecompliance@eoc.gov](mailto:mdoconsentdecreecompliance@eoc.gov) and [erica.selig@eoc.gov](mailto:erica.selig@eoc.gov). Defendant also agrees to notify the EEOC of any scheduling changes.

30. Within seven (7) days of the completion of each training session, Defendant will notify the EEOC in writing of the completion of the ~~date~~<sup>s</sup> of the training session and the name and job title of each person who attended the training. Defendant will also provide copies of all written, mmH

visual, and/or video materials provided to the participants of the training sessions. This information shall be sent to EEOC, Kristen Foslid, and Erica Selig with the subject line "Florida Care Consent Decree Compliance" at [mduconsentdecreecompliance@eoc.gov](mailto:mduconsentdecreecompliance@eoc.gov) and [erica.selig@eoc.gov](mailto:erica.selig@eoc.gov).

### NOTICE

**MMA** 31. Within ten (10) business days after the Effective Date of this Decree, Defendant **MUST** post copies of the Notices attached as Exhibit A and Exhibit B in at least two (2) conspicuous location<sup>s</sup> easily accessible to and commonly frequented by Defendant's employees at Defendant's facility. The Notices shall be at least eleven by fourteen inches and laminated. The Notices **MUST** remain posted for the duration of this Decree. Defendant will take reasonable steps to ensure that the postings are not altered, defaced or covered by any other material. Defendant will certify to the EEOC in writing within fourteen (14) business days after the Effective Date of the Decree that the Notices have been properly posted at Defendant's facility. **MMA**

### MONITORING AND REPORTING

32. The EEOC may review compliance with this Decree at any time. In the event EEOC believes there has been a violation of the Decree, and as part of EEOC's review and compliance monitoring, EEOC may conduct interviews of Defendant's employees and request and obtain documents from Defendant. To the extent EEOC requests assistance in these compliance efforts, EEOC will provide Defendant with at least five (5) days' notice of the need to conduct interviews and obtain documents.

33. Defendant will provide to the EEOC the following written reports annually for a period of three (3) years following the Effective Date of this Decree. The reports shall be due annually on June 30.

a. A certification that Defendant has complied with paragraphs 18-<sup>30</sup>~~27~~ above; **MMA**

31

MMH

- b. A certification that the Notice required to be posted in paragraph ~~28~~ above remained posted during the entire period preceding the Report;
- c. A report identifying: (i) the name and last known contact information (including telephone number; address; and email) of any applicant or employee at Defendant that has complained about pregnancy discrimination, whether such complaint is verbal or written, formal or informal; (ii) a description of the nature of each complaint received, including the name and title of the alleged discriminator, name of the applicant or employee making the complaint, relevant dates, and what action (if any) Defendant took in response to the complaint. If there are no complaints of discrimination, Defendant shall indicate the same.

34. Nothing contained in this Decree shall be construed to limit any legal obligation Defendant may otherwise have to maintain records, including under Title VII and its record keeping regulations.

#### **DISPUTE RESOLUTION**

35. In the event that either party believes that the other party has failed to comply with any provisions of the Decree, the complaining party shall notify the alleged non-complying party in writing of such non-compliance and afford the alleged non-complying party fourteen (14) calendar days to remedy the non-compliance or satisfy the complaining party that the alleged non-complying party has, in fact, complied. This time period may be extended by the parties by written agreement. If the alleged non-complying party has not remedied the alleged non-compliance or satisfied the complaining party that it has complied within fourteen (14) calendar days (or such time period as otherwise agreed), the complaining party may apply to the Court for appropriate relief.

### NOTIFICATION OF SUCCESSORS

36. Defendant shall provide prior written notice of this lawsuit and a copy of the Complaint and this Decree to any potential purchasers, successors, assigns, subsidiaries, affiliates, or any other corporation, entity, or division with which Defendant may merge or consolidate. ~~All such entities shall be bound by this Decree.~~ mmH

### DOCUMENT AND DATA RETENTION

37. Notwithstanding the expiration of the other provisions of this Decree, for three (3) years after the expiration of the term of this Decree, Defendant shall retain all documents or data made or kept under this Decree. Defendant shall provide such documents or data to the EEOC within fourteen (14) days after receiving the EEOC's written request, provided the same is received by Defendant no later than fourteen (14) days after the expiration of such ~~one~~<sup>three</sup>-year period. This mmH information will be sought by EEOC solely for purposes of ascertaining and ensuring compliance with the Consent Decree.

### COSTS

38. Each party to this Decree shall bear its own costs associated with this litigation.

39. Defendant shall bear all costs incurred by the EEOC caused by Defendant's non-compliance with this decree, including but not limited to any and all costs arising out of EEOC's efforts to remedy any breach in this Court.

### NEUTRAL REFERENCE

40. Defendant agrees that at any time any employer or prospective employer of Ms. Trimble seeks an "evaluation" or reference" concerning Ms. Trimble, Defendant will give a neutral reference, confirming only the dates of Ms. Trimble's employment and job title. Furthermore,

Defendant will make no reference to the matters arising under or relating to EEOC Charge No. 15E-2022-00026.

### TAX TREATMENT OF SETTLEMENT AMOUNT

41. EEOC's reporting requirements under IRC Sections 162(f) and 6050X. The EEOC may be required to report the fact of this settlement to the IRS under Section 162(f) and 6050X of the Internal Revenue Code which allow for certain payments by employers to be deducted from the employer's taxes. If the EEOC is required to do so, the EEOC will provide the employer with a copy of the 1098-F form that it will provide to the Internal Revenue Service (IRS).

42. Defendant's EIN numbers are: ~~87~~<sup>87-</sup> and 1046223.

mmH

43. The individual(s) to whom the EEOC should mail a copy of the form 1098-F, if the EEOC is required to issue one is ~~to~~: Florida Care ALF of Amelia Island, Inc, 5940 Coral Ridge Drive #506, Coral Springs, FL 33076.

mmH

44. No Representations or Reliance. The EEOC has made no representations regarding whether the amount paid pursuant to this settlement qualifies for the deduction under the Internal Revenue Code. The provision of the Form 1098-F by the EEOC does not mean that the requirements to claim a deduction under the Internal Revenue Code have been met. Any decision about a deduction pursuant to the Internal Revenue Code will be made solely by the IRS with no input from the EEOC. The parties are not acting in reliance on any representations made by the EEOC regarding whether the amounts paid pursuant to this Decree qualify for a deduction under the Internal Revenue Code.

IT IS SO ORDERED in Jacksonville, Florida, on February 14, 2024.

mmH

*Marcia M. Howard*

**The Honorable Marcia M. Howard  
UNITED STATES DISTRICT JUDGE**

AGREED TO:

FOR PLAINTIFF U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION:

By: */s/ Kristen Fogelid*

Date: 11/14/24

[REGIONAL ATTORNEY]

Regional Attorney  
U.S. EEOC  
Miami District Office  
100 S.E. 2nd Street,  
Suite 1500  
Miami, Florida 33131  
Tel: 786-648-5806

FOR DEFENDANT FLORIDA CARE ALF OF AMELIA ISLAND, INC.:

By: */s/ [Signature]*  
*Joseph Mondelli  
President*

Date: 11/14/2024

# EXHIBIT A



**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION  
NOTICE TO ALL FLORIDA CARE ALF OF AMELIA ISLAND  
EMPLOYEES**

This Notice is being posted pursuant to a Consent Decree entered by the U.S. District Court, Middle District of Florida, in *EEOC v. Florida Care ALF of Amelia Island, Inc.*, Case No. 3:23-cv-01130. In this case, the EEOC alleged that Florida Care ALF of Amelia Island, Inc. (“Florida Care”) violated Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of 1991, by terminating a female employee based on her pregnancy. Florida Care denies the allegations. As a result of a consent decree entered in the lawsuit, Florida Care is required to display this posting.

Title VII protects individuals from employment discrimination because of their sex. Additionally, Title VII protects employees from discrimination for making charges, testifying, assisting, or participating in enforcement proceedings. Florida Care will not condone employment discrimination of any kind as set forth in federal anti-discrimination laws.

It is the policy of Florida Care to offer employment opportunities to all qualified employees and applicants, regardless of sex, race, color, religion, national origin, age, disability, or other protected characteristic. Florida Care does not tolerate intentional discrimination in violation of the provisions of Title VII of the Civil Rights Act of 1964, as amended; the Age Discrimination in Employment Act (ADEA); Genetic Information Nondiscrimination Act of 2008 (GINA); the Equal Pay Act (EPA) of 1963; the Americans with Disabilities Act (ADA), as amended; or the Pregnant Workers Fairness Act (“PWFA”), 42 U.S.C. §§ 2000gg.

Florida Care assures its employees that it supports Title VII and will not take any action against an individual because he/she has exercised his/her rights under the law to oppose discriminatory acts or to file charges with the EEOC. Appropriate corrective action, up to and including termination, based upon the circumstances involved, shall be taken against any employee (including management personnel) found to have violated Florida Care’s policy prohibiting discrimination.

The EEOC enforces the federal laws against discrimination in employment on the basis of disability, race, color, religion, national origin, sex, and age. If you believe you have been discriminated against, you may contact the EEOC at 1-800-669-4000. The EEOC charges no fees and has employees who speak languages other than English.

SIGNED this \_\_\_\_ day of \_\_\_\_\_, 2024.

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# EXHIBIT B



# Know Your Rights: Workplace Discrimination is Illegal

The U.S. Equal Employment Opportunity Commission (EEOC) enforces Federal laws that protect you from discrimination in employment. If you believe you've been discriminated against at work or in applying for a job, the EEOC may be able to help.

## Who is Protected?

- Employees (current and former), including managers and temporary employees
- Job applicants
- Union members and applicants for membership in a union

## What Types of Employment Discrimination are Illegal?

Under the EEOC's laws, an employer may not discriminate against you, regardless of your immigration status, on the bases of:

- Race
- Color
- Religion
- National origin
- Sex (including pregnancy, childbirth, and related medical conditions, sexual orientation, or gender identity)
- Age (40 and older)
- Disability
- Genetic information (including employer requests for, or purchase, use, or disclosure of genetic tests, genetic services, or family medical history)
- Retaliation for filing a charge, reasonably opposing discrimination, or participating in a discrimination lawsuit, investigation, or proceeding
- Interference, coercion, or threats related to exercising rights regarding disability discrimination or pregnancy accommodation

## What Organizations are Covered?

- Most private employers
- State and local governments (as employers)
- Educational institutions (as employers)
- Unions
- Staffing agencies

## What Employment Practices can be Challenged as Discriminatory?

All aspects of employment, including:

- Discharge, firing, or lay-off
- Harassment (including unwelcome verbal or physical conduct)
- Hiring or promotion
- Assignment
- Pay (unequal wages or compensation)
- Failure to provide reasonable accommodation for a disability; pregnancy, childbirth, or related medical condition; or a sincerely-held religious belief, observance or practice
- Benefits
- Job training
- Classification
- Referral
- Obtaining or disclosing genetic information of employees
- Requesting or disclosing medical information of employees
- Conduct that might reasonably discourage someone from opposing discrimination, filing a charge, or participating in an investigation or proceeding
- Conduct that coerces, intimidates, threatens, or interferes with someone exercising their rights, or someone assisting or encouraging someone else to exercise rights, regarding disability discrimination (including accommodation) or pregnancy accommodation

## What can You Do if You Believe Discrimination has Occurred?

Contact the EEOC promptly if you suspect discrimination. Do not delay, because there are strict time limits for filing a charge of discrimination (180 or 300 days, depending on where you live/work). You can reach the EEOC in any of the following ways:

**Submit** an inquiry through the EEOC's public portal  
(<https://publicportal.eeoc.gov/Portal/Login.aspx>)

**Call** 1-800-669-4000 (toll free)  
1-800-669-6820 (TTY)  
1-844-234-5122 (ASL video phone)

**Visit** an EEOC field office  
([www.eeoc.gov/field-office](http://www.eeoc.gov/field-office))

**E-Mail** [info@eeoc.gov](mailto:info@eeoc.gov)

Additional information about the EEOC, including information about filing a charge of discrimination, is available at [www.eeoc.gov](http://www.eeoc.gov).



## EMPLOYERS HOLDING FEDERAL CONTRACTS OR SUBCONTRACTS

The Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) enforces the nondiscrimination and affirmative action commitments of companies doing business with the Federal Government. If you are applying for a job with, or are an employee of, a company with a Federal contract or subcontract, you are protected under Federal law from discrimination on the following bases:

### Race, Color, Religion, Sex, Sexual Orientation, Gender Identity, National Origin

Executive Order 11246, as amended, prohibits employment discrimination by Federal contractors based on race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

### Asking About, Disclosing, or Discussing Pay

Executive Order 11246, as amended, protects applicants and employees of Federal contractors from discrimination based on inquiring about, disclosing, or discussing their compensation or the compensation of other applicants or employees.

### Disability

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals with disabilities from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment by Federal contractors. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship to the employer. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

### Protected Veteran Status

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits employment discrimination against, and requires affirmative action to recruit, employ, and advance in employment, disabled veterans, recently separated veterans (i.e., within three years of discharge or release from active duty), active duty wartime or campaign badge veterans, or Armed Forces service medal veterans.

### Retaliation

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination by Federal contractors under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under OFCCP's authorities should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP)  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, D.C. 20210  
1-800-397-6251 (toll-free)

If you are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services. OFCCP may also be contacted by submitting a question online to [OFCCP's Help Desk](https://ofccphelpdesk.dol.gov/s/) (<https://ofccphelpdesk.dol.gov/s/>), or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor and on [OFCCP's "Contact Us" webpage](https://www.dol.gov/agencies/ofccp/contact) (<https://www.dol.gov/agencies/ofccp/contact>).

## PROGRAMS OR ACTIVITIES RECEIVING FEDERAL FINANCIAL ASSISTANCE

### Race, Color, National Origin, Sex

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

### Individuals with Disabilities

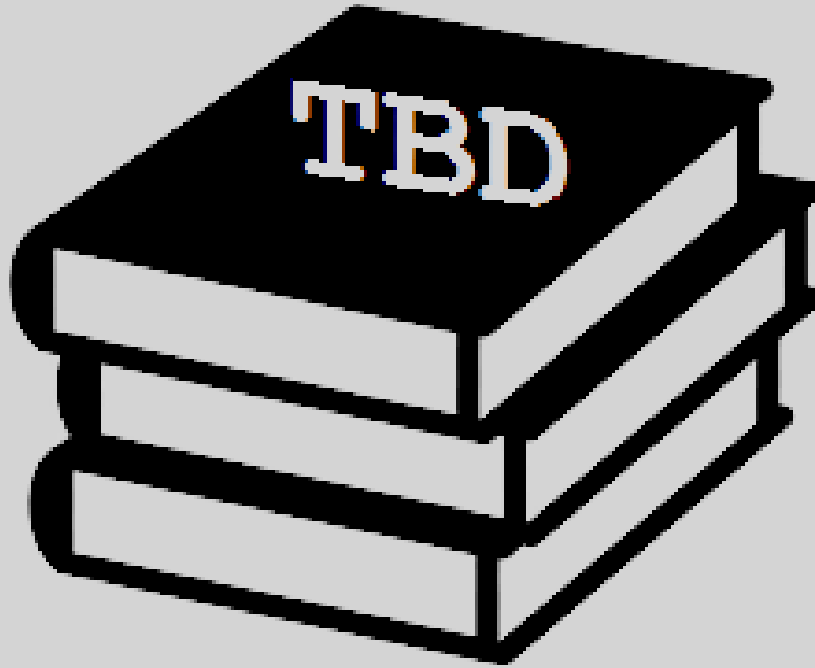
Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

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