

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
Premier Technology, Inc.

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Premier Technology, Inc. (hereinafter Premier Technology) establishment located at 1858 West Bridge Street, Blackfoot, ID 83221, beginning on March 18, 2024. OFCCP found that Premier Technology failed to comply with Executive Order 11246, as amended (E.O. 11246) and its respective implementing regulations at 41 CFR 60-2.

OFCCP notified Premier Technology of the specific violation and the corrective action required in a Notice of Violation (NOV) issued on July 19, 2024.

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 Premier Technology enter into this Conciliation Agreement (Agreement), and the parties agree to all the terms therein.

II. General Terms and Conditions

1. In exchange for Premier Technology's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503), and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) based on the violation alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Premier Technology 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 Premier Technology'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. Premier Technology 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 Premier Technology 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. Premier Technology 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 District Director Leigh D. Jones (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 Premier Technology submits its final progress report required in Section IV, below, unless OFCCP notifies Premier Technology in writing before the expiration date that Premier Technology 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 Premier Technology has met all of its obligations under the Agreement.
10. If Premier Technology violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34 will govern:
 - i. OFCCP will send Premier Technology a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. Premier Technology 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 Premier Technology 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 Premier Technology, 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. Premier Technology 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. Premier Technology 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 Violation and Remedy

Violation 1: In violation of 41 CFR 60-2.10(c), Premier Technology failed to provide documentation showing that it has satisfied its obligation to evaluate its compensation system(s) to determine whether there are gender, race, or ethnicity-based disparities pursuant to 41 CFR 60-2.17(b)(3). Specifically, Premier Technology failed to analyze its compensation system(s) for gender, race, or ethnicity-based disparities.

Remedy 1: In violation of 41 CFR 60-2.10(c), Premier Technology will provide documentation showing that it has satisfied its obligation to evaluate its compensation system(s) to determine whether there are gender, race, or ethnicity-based disparities pursuant to 41 CFR 60-2.17(b)(3).

OFCCP Monitoring Period

- 1. **Recordkeeping.** Premier Technology 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.

Premier Technology will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. Premier Technology Report.

Premier Technology agrees to furnish OFCCP with the following report during the Monitoring Period. The report will contain the documentation specified according to the dates scheduled:

Progress Report: Due September 1, 2025 covering the period of July 1, 2024 through July 31, 2025.

Pursuant to Remedy 1: Evidence that Premier Technology has performed in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist, as required by 41 CFR 60-2.17(b)(3). Premier Technology will evaluate its compensation system(s) to determine whether there are gender, race, or ethnicity-based disparities, and the evaluation results will be provided to OFCCP. Specifically, to include documentation that demonstrates at least the following:

- a. When the compensation analysis was completed. Please provide the name and job title of the person(s) involved in the compensation analysis;
- b. The number of employees the compensation analysis included and the number and categories of employees the compensation analysis excluded;
- c. Which forms of compensation were analyzed and, where applicable, how the different forms of compensation were separated or combined for analysis (e.g., base pay alone, base pay combined with bonuses, etc.);
- d. That compensation was analyzed by gender, race, and ethnicity; and
- e. The method of analysis employed by the contractor (e.g., multiple regression analysis, decomposition regression analysis, meta-analytic tests of z-scores, compa-ratio regression analysis, rank-sums tests, career-stall analysis, average pay ratio, cohort analysis, etc.).

Premier Technology will submit the report to: Quanda Evans, Assistant District Director, OFCCP Seattle District Office, 909 First Avenue, Suite 21, Seattle, WA 98104 or at (b) (6), (b) (7)(C)@dol.gov. Premier Technology 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 Premier Technology provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and Premier Technology believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Premier Technology will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify Premier Technology of the FOIA request and provide Premier Technology 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 Premier Technology's final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Premier Technology in writing within sixty (60) days of the date of the final progress report that Premier Technology 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 Premier Technology within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Premier Technology has met all of its obligations under the Agreement.

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IV. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Premier Technology, Inc., 1858 West Bridge Street, Blackfoot, ID 83221.

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

Shelly Sayer
CEO
Premier Technology
Blackfoot, Idaho

DATE: 7 August 2024

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

Leigh D. Jones
District Director
Office of Federal Contract Compliance Programs
Seattle and Portland Offices
Pacific Region

DATE: 08/08/24

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

Quanda Evans
Assistance District Director
Office of Federal Contract Compliance Programs
Pacific Region

DATE: 8/8/2024