

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

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Summitt Forests, Inc. (Summitt) establishment located at 2305 Ashland Street, Suite C PMB #432, Ashland, OR 97520, beginning on January 27, 2023. OFCCP found that Summitt 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 41 CFR Parts 60-2, 60-300 and 60-741.

OFCCP notified Summitt of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on April 28, 2023.

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

II. General Terms and Conditions

1. In exchange for Summitt'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 Summitt 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 Summitt'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. Summitt 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 Summitt 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. Summitt 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 the District 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 Summitt submits its final progress report required in Section IV, below, unless OFCCP notifies Summitt in writing before the expiration date that Summitt 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 Summitt has met all of its obligations under the Agreement.
10. If Summitt violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34, 41 C.F.R. 60-300.63, and/or 41 C.F.R. 60-741.63 will govern:
 - i. OFCCP will send Summitt a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. Summitt 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 Summitt 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 Summitt, 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. Summitt 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.

11. Summitt 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 Violations and Remedies

1. **Violation 1:** During the period March 1, 2021 through August 31, 2022, Summitt failed to determine minority and female availability in accordance with 41 CFR 60-2.14. Specifically, Summitt failed to calculate their availability for Job Groups 5 and 8 accurately, they used 1% external and 99% internal weights, when they should have used 100% external availability.

Remedy 1: Summitt will determine minority and female availability in accordance with 60-2.14. Specifically, Summitt will consider at least the following factors when determining availability: the percentage of minorities or women with requisite skills in the reasonable recruitment area and the percentage of minorities and women among those promotable, transferable and trainable within Summitt’s organization. On March 21, 2023, Summitt agreed to incorporate the required changes in their new Determining Availability AAP component, beginning on May 1, 2023.

2. **Violation 2:** During the period March 1, 2021 through August 31, 2022, Summitt failed to accurately compare the percentage of minorities and women in Job Groups 5 and 8 with the minority and female availability for those job groups, as required by 41 CFR 60-2.15.

Remedy 2: Summitt will include in the AAP the comparison of minority and female incumbency in Job Groups 5 and 8 with the minority and female availability for those job groups, as required by 41 CFR 60-2.10(b)(1)(v) and 60-2.15. On March 21, 2023,

Summitt agreed to incorporate the required changes in their new Comparison of Incumbency to Availability AAP component, beginning on May 1, 2023.

3. **Violation 3:** During the period March 1, 2021 through August 31, 2022, Summitt failed to accurately establish minority and female placement goals, as required by 41 CFR 60-2.16. Specifically, Summitt failed to establish an accurate percentage annual placement goal at least equal to the availability figure derived for women and minorities in job groups 5 and 8, as required by 41 CFR 60-2.16(c).

Remedy 3: Summitt will establish and include in the AAP minority and female placement goals, as required by 41 CFR 60-2.10(b)(1)(vi) and 60-2.16. On March 21, 2023, Summitt agreed to incorporate the required changes in their new Placement Goal AAP component, beginning on May 1, 2023.

4. **Violation 4:** During the period March 1, 2021 through August 31, 2022, Summitt 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 4: Summitt 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 Summitt 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).

5. **Violation 5:** During the period March 1, 2021 through August 31, 2022, Summitt 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 5: Summitt 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 Summitt 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).

IV. OFCCP Monitoring Period

1. **Recordkeeping.** Summitt 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. Summitt will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. Summitt Forests, Inc. Reports.

a. Summitt agrees to furnish OFCCP with the following reports during the Monitoring Periods according to the following schedule:

- **Progress Report 1:** Due on June 1, 2024, covering the period of May 1, 2023, through April 30, 2024.
- **Progress Report 2:** Due on June 1, 2025, covering the period of May 1, 2024, through April 30, 2025.

b. In each progress report, Summitt will submit the following items.

i. Pursuant to Remedy 1: A copy of Summitt's EO 11246 Determining Availability AAP component specified in 41 CFR 60-2.14.

ii. Pursuant to Remedy 2: A copy of Summitt's EO 11246 Comparing Incumbency to Availability AAP component specified in 41 CFR 60-2.15.

iii. Pursuant to Remedy 3: A copy of Summitt's EO 11246 Placement Goals AAP component specified in 41 CFR 60-2.16.

iv. Pursuant to Remedy 4: A copy of Summitt's VEVRAA AAP component described in 41 CFR 60-300.44(f)(3) that lists: 1) Its outreach activities with supporting documentation; 2) An assessment of the effectiveness of each activity, and the assessment in totality of outreach and positive recruitment efforts. 3) Copies of all responses or other related correspondence received from each of the organizations used during the reporting period to recruit qualified protected veterans.

v. Pursuant to Remedy 5: A copy of Summitt's Section 503 AAP component described in 41 CFR 60-741.44(f)(3) that lists: 1) Its outreach activities with support documentation; 2) An assessment of the effectiveness of each activity, and the assessment in totality of outreach and positive recruitment efforts. 3) Copies of all responses or other related correspondence received from each of the organizations used during the reporting period to recruit qualified individuals with disabilities.

Summitt will submit reports to Quanda Evans, Acting Portland Area Office Director, Seattle District Office, 300 Fifth Avenue, Suite 1100 Seattle, WA 98104 or at (b) (7)(C), (b) (6)@dol.gov. Summitt 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 Summitt provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and Summitt believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Summitt will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify Summitt of the FOIA request and provide

Summitt 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 Summitt's final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Summitt in writing within sixty (60) days of the date of the final progress report that Summitt 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 Summitt within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Summitt has met all of its obligations under the Agreement.

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Summitt Forests, Inc. 2305 Ashland Street, Suite C PMB #432 Ashland, OR 97520.

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

Scott Nelson, Owner/President
Summitt Forests, Inc.
Ashland, Oregon

DATE: 6/22/23

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

Quanda Evans
Acting Portland Area Director
Office of Federal Contract
Compliance Programs
Seattle District Office

DATE: 6/22/2023

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

Leigh Jones
District Director
Office of Federal Contract
Compliance Programs
Seattle and Portland Offices

DATE: 6/23/2023