

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
Prairie Farms Dairy Inc.
OFCCP No. R00209682

PART I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Prairie Farms Dairy Inc. (Prairie Farms) establishment located at 3510 Central Avenue in Dubuque, IA 52001, beginning on January 10, 2019. OFCCP found that Prairie Farms 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/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) and their respective implementing regulations at 41 Code of Federal Regulations (CFR) Chapter 60.

OFCCP notified Prairie Farms of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on February 12, 2020. 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 Prairie Farms enter into this contract (Conciliation Agreement or Agreement) and its attachments, and the parties agree to all the terms therein.

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

PART II. General Terms and Conditions

1. In exchange for Prairie Farms' 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 Prairie Farms 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 Prairie Farms' compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Prairie Farms 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 Prairie Farms 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. Prairie Farms 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. Prairie Farms 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 (the "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 Prairie Farms submits its final progress report required in Section IV, below, unless OFCCP notifies Prairie Farms in writing before the expiration date that Prairie Farms 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 Prairie Farms has met all of its obligations under the Agreement.
11. If Prairie Farms violates this Agreement:
 - a. The procedures at 41 CFR 60-1.34, 41 CFR 60-300.63 (2014), and 41 CFR 60-741.63 (2014) will govern:
 - i. OFCCP will send Prairie Farms a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. Prairie Farms 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 Prairie Farms 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 the Prairie Farms, 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. Prairie Farms may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 CFR 60-1.27, 41 CFR 60-741.66 (2014), or 41 CFR 60-300.66 (2014), and/or other appropriate relief for violating this Agreement.
12. Prairie Farms 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, and in the Timeline included as Attachment B, 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.

PART III. Technical Violations and Remedies

1. **VIOLATION:** During the period October 1, 2017 through September 30, 2019, Prairie Farms failed to file complete and accurate Standard Form 100 (EEO-1 Report), in violation of 41 CFR 60-1.7(a)(1). Specifically, Prairie Farms did not file the EEO-1 Report in 2017 or 2018.

REMEDY: Prairie Farms will annually file, on or before September 30th, a complete and accurate EEO-1 Report, as required by 41 CFR 60-1.7(a)(1).

2. **VIOLATION:** During the period October 1, 2017 through September 30, 2019, Prairie Farms failed to preserve documentation of good faith efforts for the immediately preceding AAP year, in violation of 41 CFR 60-1.12(b). Specifically, Prairie Farms failed to provide information on its affirmative action goals for the immediately preceding AAP year.

REMEDY: Prairie Farms will maintain documentation of its good faith efforts, as required by 41 CFR 60-1.12(b).

3. **VIOLATION:** During the period October 1, 2017 through September 30, 2019, Prairie Farms failed to provide for the implementation of equal employment opportunity and the affirmative action program by assigning responsibility and accountability to an official of the organization, in violation of 41 CFR 60-2.17(a). Specifically, Prairie Farms failed to ensure that the designated company official had the appropriate authority, resources, support of and access to top management to ensure the effective implementation of the affirmative action program.

REMEDY: Prairie Farms will provide for the implementation of equal employment opportunity and the affirmative action program by assigning responsibility and accountability to an official of the organization, as required by 41 CFR 60-2.17(a). The responsible company official will have the appropriate authority, resources, support of and access to top management to ensure the effective implementation of the affirmative action program.

4. **VIOLATION:** During the period October 1, 2017 through September 30, 2019, Prairie Farms failed to perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exists, in violation of 41 CFR 60-2.17(b).

REMEDY: Prairie Farms will perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exists, as required by 41 CFR 60-2.17(b). At a minimum, Prairie Farms will evaluate:

- (1) The workforce by organizational unit and job group to determine whether there are problems of minority or female utilization (i.e., employment in the unit or group), or of minority or female distribution (i.e., placement in the different jobs within the unit or group);
- (2) Personnel activity (applicant flow, hires, terminations, promotions, and other personnel actions) to determine whether there are selection disparities;
- (3) Compensation system(s) to determine whether there are gender-, race-, or ethnicity-based disparities;
- (4) Selection, recruitment, referral, and other personnel procedures to determine whether they result in disparities in the employment or advancement of minorities or women; and

(5) Any other areas that might impact the success of the affirmative action program.

5. **VIOLATION:** During the period October 1, 2017 through September 30, 2019, Prairie Farms failed to develop and execute action-oriented programs designed to correct any problem areas identified pursuant to 41 CFR 60-2.17(b) and to attain established goals and objectives, in violation of 41 CFR 60-2.17(c). Specifically, Prairie Farms' affirmative action program did not include the action-oriented programs component, and the company failed to provide any information regarding action-oriented programs to OFCCP.

REMEDY: Prairie Farms will develop and execute action-oriented programs designed to correct any problem areas identified pursuant to 41 CFR 60-2.17(b) and to attain established goals and objectives, as required by 41 CFR 60-2.17(c).

6. **VIOLATION:** During the period October 1, 2017 through September 30, 2019, Prairie Farms failed to develop and implement an auditing system that periodically measures the effectiveness of its total affirmative action program, in violation of 41 CFR 60-2.17(d). Specifically, Prairie Farms did not monitor records of all personnel activity, including referrals, placements, transfers, promotions, terminations, and compensation, at all levels to ensure the nondiscriminatory policy is carried out, review report results with all levels of management, and advise top management of program effectiveness and submit recommendations to improve unsatisfactory performance.

REMEDY: Prairie Farms will develop and implement an auditing system that periodically measures the effectiveness of its total Affirmative Action Program, as required by 41 CFR 60-2.17(d). The actions listed below are key to a successful Affirmative Action Program:

- (1) Monitor records of all personnel activity, including referrals, placements, transfers, promotions, terminations, and compensation, at all levels to ensure the nondiscriminatory policy is carried out;
- (2) Require internal reporting on a scheduled basis as to the degree to which equal employment opportunity and organizational objectives are attained;
- (3) Review report results with all levels of management; and
- (4) Advise top management of program effectiveness and submit recommendations to improve unsatisfactory performance.

7. **VIOLATION:** During the period October 1, 2017 through September 30, 2019, Prairie Farms failed to prepare and maintain a written EO 11246 affirmative action program at each establishment within 120 days of the commencement of a contract, and update the program annually, in violation of 41 CFR 60-2.1.

REMEDY: Prairie Farms will update the written EO 11246 affirmative action program annually, as required by 41 CFR 60-2.1.

8. **VIOLATION:** During the period October 1, 2017 through September 30, 2019, Prairie Farms failed to prepare and maintain an affirmative action program for qualified individuals with disabilities at each establishment within 120 days of the commencement of a contract, and update the program annually, in violation of 41 CFR 60-741.40(b). Accordingly, Prairie Farms failed to comply with any of its affirmative action program obligations set forth in Subpart C of the regulations, 41 CFR 60-741.40-45.

REMEDY: Prairie Farms will prepare and maintain an affirmative action program (AAP) for qualified individuals with disabilities at each establishment. The affirmative action program will set forth Prairie Farms' policies and procedures in accordance with 41 CFR 741.40-45. This affirmative action program may be integrated into or kept separate from other affirmative action programs. Prairie Farms will review and update annually its affirmative action program pursuant to 41 CFR 60-741.40(c), and will comply with all obligations set forth in Subpart C of the regulations, 41 CFR 60-741.40-45.

9. **VIOLATION:** During the period October 1, 2017 through September 30, 2019, Prairie Farms failed to prepare and maintain an affirmative action program for protected veterans at each establishment within 120 days of the commencement of a contract, and update the program annually, in violation of 41 CFR 60-300.40(b). Accordingly, Prairie Farms failed to comply with any of its affirmative action program obligations set forth in Subpart C of the regulations, 41 CFR 60-300.40-45.

REMEDY: Prairie Farms will prepare and maintain an affirmative action program for protected veterans at each establishment. The affirmative action program will set forth Prairie Farms' policies and procedures in accordance with 41 CFR 300.40-45. This affirmative action program may be integrated into or kept separate from other affirmative action programs. Prairie Farms will review and update annually its affirmative action program pursuant to 41 CFR 60-300.40(c), and will comply with all obligations set forth in Subpart C of the regulations, 41 CFR 60-300.40-45.

10. **VIOLATION:** During the period October 1, 2017 through September 30, 2019, Prairie Farms failed to invite its employees and applicants for employment to voluntarily self-identify as an individual with a disability, using the OMB-approved form for this purpose, in violation of 41 CFR 60-741.42. Specifically, Prairie Farms failed to use the approved form that displays the Office of Management & Budget (OMB) number and expiration date.

REMEDY: Prairie Farms will invite both its applicants for employment, and its employees, to voluntarily self-identify as an individual with a disability, as required by 41 CFR 60-741.42. All invitations to self-identify will be made using the OMB-approved form for this purpose (available on the OFCCP website). More specifically, Prairie Farms will invite each of its applicants for employment, prior to an offer of employment, to voluntarily inform it whether the applicant believes that he or she is an individual with a

disability, as that term is defined in 41 CFR 60-741.2(g)(1)(i) or (ii). Prairie Farms will also invite each of its applicants for employment, after an offer of employment has been made and before the applicant begins work, to voluntarily inform it whether the applicant believes that he or she is an individual with a disability. In addition, during the first year it is subject to this requirement, Prairie Farms will invite each of its employees to voluntarily self-identify as an individual with a disability, and then extend this invitation again at five year intervals, thereafter. At least once during each interval, Prairie Farms will remind its employees that they may voluntarily update their disability-related self-identification information at any time. Prairie Farms will keep all self-identification information confidential and maintain it in a separate data analysis file, rather than in its personnel or medical files, as required by 41 CFR 60-741.42(e).

11. **VIOLATION:** During the period October 1, 2017 through September 30, 2019, Prairie Farms failed to send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246, in violation of 41 CFR 60-1.4(a)(4).

REMEDY: Prairie Farms will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice ("EEO is the Law") provided by the agency contracting officer, advising the labor union or workers' representative of Prairie Farms' commitments under section 202 of Executive Order 11246, as required by 41 CFR 60-1.4(a)(4). Prairie Farms sent this notice to the applicable labor union on January 20, 2020.

12. **VIOLATION:** During the period October 1, 2017 through September 30, 2019, Prairie Farms failed to notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that Prairie Farms is bound by the terms of Section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities, in violation of 41 CFR 60-741.5(a)(5).

REMEDY: Prairie Farms will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that Prairie Farms is bound by the terms of Section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and will not discriminate against, individuals with physical or mental disabilities, as required by 41 CFR 60-741.5(a)(5). Prairie Farms sent this notice to the applicable labor union on January 20, 2020.

13. **VIOLATION:** During the period October 1, 2017 through September 30, 2019, Prairie Farms failed to notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that Prairie Farms

is bound by the terms of VEVRAA, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, protected veterans, in violation of 41 CFR 60-300.5(a)10.

REMEDY: Prairie Farms will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that Prairie Farms is bound by the terms of VEVRAA, and is committed to take affirmative action to employ and advance in employment, and will not discriminate against, protected veterans, as required by 41 CFR 60-300.5(a)(10). Prairie Farms sent this notice to the applicable labor union on January 20, 2020.

14. **VIOLATION:** During the period October 1, 2017 through September 30, 2019, Prairie Farms failed to state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin, in violation of 41 CFR 60-1.4(a)(2).

REMEDY: Prairie Farms will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin, as required by 41 CFR 60-1.4(a)(2).

15. **VIOLATION:** During the period October 1, 2017 through September 30, 2019, Prairie Farms failed to state, in all solicitations and advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability, in violation of 41 CFR 60-741.5(a)7.

REMEDY: Prairie Farms will state, in all solicitations and advertisements for employees placed on behalf of the contractor, that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability, as required by 41 CFR 60-741.5(a)7.

16. **VIOLATION:** During the period October 1, 2017 through September 30, 2019, Prairie Farms failed to state, in all solicitations and advertisements for employees placed by or on the behalf of the contractor, that all qualified applicants will receive consideration for employment without regard to their protected veteran status, in violation of 41 CFR 60-300.5(a)(12).

REMEDY: Prairie Farms will state, in all solicitations and advertisements for employees placed by or on the behalf of the contractor, that all qualified applicants will receive consideration for employment without regard to their protected veteran status, as required by 41 CFR 60-300.5(a)12.

PART IV. OFCCP Monitoring Period

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

2. **Prairie Farms Progress Reports.**

A. **Schedule and Instructions.** Prairie Farms will submit the documents and progress reports described below via mail and/or email to:

Adam Young
Assistant District Director
U.S. Department of Labor, OFCCP
Chicago District Office
230 S. Dearborn Street, Room 434, Chicago, IL 60604
Email: (b) (7)(C)

Prairie Farms agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:

Progress Report 1 will be due on November 15, 2020, and will cover the period from the effective date of this Agreement through September 30, 2020.

Progress Report 2 will be due on November 15, 2021, and will cover the period from October 1, 2020 through September 30, 2021.

Prairie Farms 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 Prairie Farms provides in accordance with this agreement are customarily kept private or closely-held, and the Prairie Farms believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Prairie Farms 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.

Pursuant to violation 1: Documentation verifying the company filed its EEO-1 report with the Equal Employment Opportunity Commission no later than May 31, 2020.

Pursuant to violation 2: Information on the company's affirmative action goals for the immediately preceding affirmative action program (AAP) year that reflects:

- a. Job group representation at the start of the AAP year (i.e., total incumbents, total minority incumbents, and total female incumbents);
- b. The percentage placement rates (percent goals) established for minorities and women at the start of the AAP year; and
- c. The actual number of placements (hires plus promotions) made during the AAP year into each job group with goals (i.e., total placements, total minority placements, and total female placements). For goals not attained, describe the specific good faith efforts made to remove identified barriers, expand equal employment opportunity, and produce measurable results.

Pursuant to violation 3:

- a. A dated statement of support from the CEO that the designated company official responsible for the implementation of EEO obligations and the company's AAPs has sufficient authority and resources, support of and access to top management to ensure the effective implementation of the company's EEO obligations and AAPs.
- b. The Executive Order 11246, Section 503, and VEVRAA AAPs submitted pursuant to violations 7-9 will include the designation of responsibility AAP component as required by 41 CFR 60-2.17(a), 41 CFR 60-300.44(i), and 41 CFR 60-741.44(i), which will include a narrative description of the positions or job titles, or both, that the contractor designates to direct or manage its AAP and a description of the incumbent's duties.

Pursuant to violation 4: Documentation that the company has performed in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exists. At a minimum, this documentation must include evidence that the company has completed an evaluation of:

- a. The workforce by organizational unit and job group to determine whether there are problems of minority or female utilization (i.e., employment in the unit or group), or of minority or female distribution (i.e., placement in the different jobs within the unit or group);
- b. Personnel activity (applicant flow, hires, terminations, promotions, and other personnel actions) to determine whether there are selection disparities;
- c. Compensation system(s) to determine whether there are gender-, race-, or ethnicity-based disparities;
- d. Selection, recruitment, referral, and other personnel procedures to determine whether they result in disparities in the employment or advancement of minorities or women; and
- e. Any other areas that might impact the success of the affirmative action program, such as seniority practices, leave policies, time off policies, policies regarding part-time work, the conduct of company-sponsored social events, apprenticeship program practices, workforce environment, and compliance with posting and union notification requirements.

Pursuant to violation 5: Documentation that the company has developed and executed action-oriented programs designed to correct any problem areas identified pursuant to 41 CFR 60-2.17(b) and to attain established goals and objectives, as required by 41 CFR 60-2.17(c). The action-oriented programs should be “specific” and “result-oriented.” By “specific,” OFCCP requires that the programs describe in some detail what action the contractor will take, who is responsible for taking the action and when the action will be accomplished. “Result-oriented” programs are those where proper execution of the program will likely lead to an increase in minority or female participation, or both, in the department, job group, training program or other identified problem area. The action-oriented programs must be sufficient, if successfully implemented, to achieve their stated objectives. Contractors must describe these programs in the AAP.

Pursuant to violation 6: Documentation that the company has developed and implemented an audit and reporting system that periodically measures the effectiveness of its total AAP. This documentation will include:

- a. Documentation verifying that the company monitored records of all personnel activity, including referrals, placements, transfers, promotions, terminations, and compensation at all levels to ensure the nondiscriminatory policy is carried out;
- b. Documentation that report results have been reviewed with all levels of management; and
- c. Documentation that top management has been advised of program effectiveness, and that recommendations to improve unsatisfactory performance have been submitted to top management.

Pursuant to violation 7: A copy of the Executive Order 11246 AAP prepared in accordance with the requirements of 41 CFR 60-1.40, and 41 CFR 60-2.1 through 60-2.17.

Pursuant to violation 8: A copy of the Section 503 AAP prepared in accordance with the requirements of 41 CFR 60-741.40 through 60-741.45. Additionally, the company will provide:

- a. The results of the evaluation of the effectiveness of outreach and recruitment efforts that were intended to identify and recruit qualified individuals with disabilities as described in 41 CFR 60-741.44(f);
- b. Documentation of all actions taken to comply with the audit and reporting system requirements described in 41 CFR 60-741.44(h);
- c. Documentation of the computations or comparisons described in 41 CFR 60-741.44(k) for the immediately preceding AAP year; and
- d. The utilization analysis evaluating the representation of individual with disabilities in each job group, or, if appropriate, evaluating the representation of individuals with disabilities in the workforce as a whole, as provided in 41 CFR 60-741.45.
- e. The company’s most recent assessment of its personnel processes, as required by 41 CFR 60-741.44(b), including the date the assessment was performed, any actions taken or changes made as a result of the assessment, and the date of the next scheduled assessment.
- f. The company’s most recent assessment of physical and mental qualifications, as required by 41 CFR 60-741.44(c), including the date the assessment was performed, any actions

taken or changes made as a result of the assessment, and the date of the next scheduled assessment.

Pursuant to violation 9: A copy of the VEVRAA AAP prepared in accordance with the requirements of 41 CFR 60-300.40 through 60-300.45. Additionally, the company will provide:

- a. Results of the evaluation of the effectiveness of outreach and recruitment efforts that were intended to identify and recruit qualified protected veterans as described in 41 CFR 60-300.44(f).
- b. Documentation of all actions taken to comply with the audit and reporting system requirements described in 41 CFR 60-300.44(h).
- c. Documentation of the computations or comparisons described in 41 CFR 60-300.44(k) for the immediately preceding AAP year.
- d. Documentation of the hiring benchmark adopted and the methodology used to establish it if using the five factors described in 41 CFR 60-300.45(b)(2).
- e. The company's most recent assessment of its personnel processes, as required by 41 CFR 60-300.44(b), including the date the assessment was performed, any actions taken or changes made as a result of the assessment, and the date of the next scheduled assessment.
- f. The company's most recent assessment of physical and mental qualifications, as required by 41 CFR 60-300.44(c), including the date the assessment was performed, any actions taken or changes made as a result of the assessment, and the date of the next scheduled assessment.

Pursuant to violation 10:

- a. Evidence that the company has invited its applicants for employment to voluntarily self-identify as an individual with a disability using the OMB-approved form.
- b. Evidence that the company has invited each of its employees to voluntarily self-identify as an individual with a disability using the OMB-approved form. This invitation will include a reminder to employees that they may voluntarily update their disability-related self-identification information at any time.

Pursuant to violations 11-13: There are no progress reporting requirements for these violations because the company has demonstrated compliance with these requirements.

Pursuant to violations 14-16: Documentation that the company stated, in all solicitations and advertisements for employees placed by or on behalf of the company, that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, sexual orientation, gender identity, disability status, or protected veteran status.

Pursuant to the failure to file a current VETS-4212 report: Documentation that the company has filed the current VETS-4212 report with DOL VETS.

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 Prairie Farms' final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify Prairie Farms in writing within sixty (60) days of the date of the final progress report that Prairie Farms 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 Prairie Farms within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Prairie Farms has met all of its obligations under the Agreement.

PART V. Signatures

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Prairie Farms Dairy Inc., 3510 Central

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

Ed Mullins
Chief Executive Officer
Prairie Farms

DATE: 3/2/2020

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

Adam Young
Assistant District Director
OFCCP, Chicago District Office

DATE: 3-12-2020

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

Maxine Manus
Acting District Director
OFCCP, Chicago District Office

DATE: 3/18/2020

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

(b) (7)(C), (b) (7)(E)
Compliance Officer
OFCCP, Chicago District Office

DATE: 03/18/2020