

## REQUIRED PERMIT FEE SCHEDULE

**Tribal Work Permit Per individual    \$25.00 for 1 month    \$100.00 for 6 months**  
**\$50.00 for 3 month    \$200.00 for 1 year**

**HEREBY,** \_\_\_\_\_ recognize the Work Permits as a privilege of doing work on the Spirit Lake Indian Reservation and certifies that all the Contractors, subcontractors, and Private Businesses used on the project will be in the TERO Work Permit lists prior to providing any services.

### **INSPECTIONS**

The TERO Director or designated person shall have the right to Inspect all sites where employment is taking place under the provisions of this agreement upon or near the Spirit Lake Indian Reservation.

Employer shall maintain records of all workers who apply for work, including those who were not employed, or were employed and subsequently terminated. The files will reflect the name, last known address and employee craft or category of which the employee is or was available. IF called and not hired, or later terminated, the file shall reflect the reasons why he/she was not hired or was terminated. Weekly payroll reports shall be submitted to the TERO Office as they are reported.

If the employer deems that an employee's performance is such that he/she is in danger of being suspended or terminated, the employer must contact TERO for assistance in getting the problem resolved.

### **EMPLOYMENT POLICIES AND PROCEDURES**

It is further understood that the employer recognizes that it's operations are taking place with-in the Unique Culture setting of the Spirit Lake Indian Reservation. Accordingly, the Employer, in conjunction with the Director of TERO, will consider and take into account Tribal Holidays and other Cultural Customs as well as the needs of the business, so as to promote rather than hinder, the Employment of local Native Americans and Native Americans on the operations

### **LAYOFFS**

If a layoff is required, the employer shall maintain a layoff consistent with it's obligations under the **Employment Goals** section of this agreement to employ local Native Americans up to the required percentage of the workforce. Any layoff must be justified by business necessity in writing to the Director of TERO approval.

## **TRAINING**

Employer agrees that all local Native Americans and Native American Employees will be adequately trained for the positions for which they are hired. All Native American Employees will be evaluated and paid accordingly to North Dakota East Central and Department of Transportation wages and structure.

## **DISCRIMINATION**

There shall be no discrimination in the amount of rate wages or fringe benefits to or for employees on the basis of **Race, Color, Age, Sex, National Origin, or Religion.** (DISCRIMINATION ACTS OR VERBAL COMMENTS WILL NOT BE TOLERATED) upon confirmation of such allegations all contracts and subcontracts shall become void.

## **EMPLOYER GOALS**

Employer agrees that seventy-five percent (75%) of all it's employees in the skilled positions will be filled by local Native Americans or Native American Employees.

Employer agrees that in hundred percent (100%) of all employees in the unskilled positions will be filled by local Native Americans or Native American Employees.

If the employer is unable to meet the required percentage of local Native Americans of Native American employment goals as set forth above, it shall have the burden of justifying in writing to thee Director, the rejection of every local Native American of Native American applicant for any positions which became available and substantiating the criteria used in hiring for the position as being relevant to the job being performed.

If the TERO Office cannot supply the employer with the required percentages of the above, than employer shall have the right to seek other sources of employment referral services as he/she finds necessary to fill the vacant positions.

## **TERO FEE**

Pursuant to the Tribal Employment Rights Ordinance, the prime contractor shall pay a one time Total Amount of Contract Fee on the amount of Two percent (2%) of Total Amount of the contract.

**COMPLIANCE AGREEMENT  
OF THE SPIRIT LAKE SIOUX TRIBE**

**WHEREAS THIS AGREEMENT IS ENTERED INTO THIS DATE \_\_\_\_\_  
BETWEEN THE SPIRIT LAKE TRIBAL EMPLOYMENT RIGHTS OFFICE  
(TERO) AND \_\_\_\_\_, WITH RESPECT TO  
EMPLOYMENT PRACTICES IN THE SPIRIT LAKE RESERVATION.**

**CONTRACTORS**

That the employer agrees to comply with procedures for the selection of Contractors and Subcontractors as set forth in the Tribal Employment Rights Ordinance of the Spirit Lake Tribe.

The TERO will receive notice in the form of bid forms let by the employer for all Contracting and subcontracting jobs in the Spirit Lake Reservation. The notice will be given reasonably in advance of any contract awarded, but no later than five (5) days in advance in any award.

\_\_\_\_\_ Agrees to requirements that all it's Contractors and Subcontractors comply with the Tribal Employment Rights Office.

**EMPLOYMENT PRIORITY**

For hiring if any local Native American Employees, TERO will maintain a list of any available local Native Americans.

The Director shall be given at least three (3) business days notice of any Native Americans or Native American applicants, depending on qualifications.

For purpose of this agreement, qualification standards are those directly job related standard fitness and ability with additional On the Job Training. An individual can satisfactorily perform the entry job, as well as jobs at a higher level which with a reasonable amount of further training are normally filled by progression from the entry job. This provision applies to those persons who at the time off application for employment are not fully qualified for the available job, but have potential of becoming qualified through a reasonable amount of training.

## QUALIFICATIONS STANDARDS

Employer will not use criteria, or other personnel requirements as barriers to any local Native Americans for Employment, except where such criteria or requirements are required by business necessity. However, the Employer shall have the burden of showing cause in writing to Director that such criteria, or requirements are required by Business necessity.

## WORK PERMIT

Contractors, subcontractors, Vendors, and Private Businesses, shall be required to purchase an individual work permits which shall be required for each employer and each of their employees. This shall not apply to Tribal Members of the Spirit Lake Indian Reservation.

The agreement shall be binding until the end of the contract or until all work within the Interior or surrounding boundaries of the Spirit Lake Tribe is completed.

\_\_\_\_\_  
TERO DIRECTOR OR DESIGNATED OFFICER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
AUTHORIZED COMPANY OFFICIAL, TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ADDRESS