

# T.E.R.O

## Tribal employment Rights Organization SPIRIT LAKE TRIBE

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### COMPLIANCE PLAN

This agreement is entered into this date \_\_\_\_\_ 20\_\_\_\_\_

Between the Spirit Lake Tribal Employment Rights Organization (T.E.R.O.) and \_\_\_\_\_  
\_\_\_\_\_, with respect to abiding by the Law-and-order code of the Spirit Lake  
Tribe T.E.R.O. Ordinance.

### CONTRACTORS/SUB-CONTRACTORS

All contractors are required to submit a copy of the contract along with this compliance plan to the Spirit Lake Tribe T.E.R.O. Department.

The contractor/sub-contractor shall meet with the T.E.R.O. Director before project has commenced, contractor/sub-contractor shall identify its core crew at this time, submit a precise list of numbers and trades or skills of local hires to be employed.

The contractor/sub/contractor may recruit and hire workers from whatever sources are available to them by whatever process they choose, provided that they may not hire a non-Indian until the T.E.R.O. office is given a reasonable time to locate a qualified Indian and that the T.E.R.O. Director or Compliance officer has certified that the qualified Indian is unavailable to fill the vacant job position.

Reasonable time should be defined as follows: For construction jobs the T.E.R.O. Director shall be given 48 hours to locate and an additional 12 hours to refer a qualified Indian. The T.E.R.O. Director may grant s waiver of these time periods upon a showing by the employer that such time periods impose an undue burden upon them.

All contractors/sub-contractors must comply with the Davis Bacon Wages Rates and submit weekly certified payroll report to the Spirit Lake Tribe T.E.R.O. office.

If contractors/sub-contractors fail or refuses to comply with this Compliance Plan and its requirements herein shall be deemed as a violation of the Spirit Lake Tribe Law and Order Code and be subject to sanctions provided in chapter eight of the Spirit Lake Tribe T.E.R.O. Ordinance.

### **PRIORITY OF EMPLOYMENT**

The Contractor-Sub-contractor agrees to give preference to qualified Indians in order of priority set forth in the Spirit Lake Tribe T.E.R.O. Ordinance. The contractor/Sub-contractor shall comply with all other applicable rules, regulations, guidelines and orders of the Spirit Lake Tribe T.E.R.O. Commission.

### **QUALIFICATION STANDARDS**

Contractors/Sub-contractors are prohibited from using job qualifications criteria or personnel requirements which bar Indians from employment unless such criteria or requirements are required by business necessity. However, the employer shall have the burden of showing cause in writing to the Spirit Lake Tribe T.E.R.O. Director that such criteria or requirements are required by business necessity.

### **DISCRIMINATION**

There shall be no discrimination in the wage rates, fringe benefits, hiring on the basis of race, color, age, sex, national origin, religion, disability or for any other employment related activity.

### **TRAINING**

Every contractor/Sub-contractor agrees that all local Indian employees will be adequately trained for the positions for which they are hired. All Indian employees will be evaluated and paid accordingly to current Davis Bacon Wage scale.

### **T.E.R.O. FEE**

Every contractor/Sub-contractor with a contract of \$5000.00 or more shall pay a T.E.R.O. Fee of 3% of the total amount of the contract. This fee shall be remitted to the Spirit Lake Tribe T.E.R.O. office prior to commencement of work on the Spirit Lake Tribe Reservation. Where good cause is shown to the satisfaction of the T.E.R.O. Director, the contractor/Sub-contractor may be allowed to pay the fee in installments.

The parties agree the fee will be paid in full or \_\_\_\_\_ equal amounts of \$ \_\_\_\_\_ over the life of the contract. The last payment will be due no later than Date: \_\_\_\_\_ and will be adjusted to reflect any increases or decreases in total contract amount due to change orders or other contract changes.

**This fee does not include 4% material Tax with the Spirit Lake Tribe Tax Department**

## **WORK PERMIT**

All non-resident employers and their employees, operating within the exterior boundaries of the Spirit Lake Tribe Reservation shall be required to purchase a work permit. The fee for the work permits shall be \$100.00 for six (6) months or \$200.00 for one (1) year. This fee shall not apply to educational, health, governmental or non-profit employees.

## **COLLECTION OF FEES**

If a contractor/Sub-contractor fails to pay the required fees by the required date set in this Compliance Plan, interest shall begin accruing on that date at the rate of 18% per annum compound daily. Further, as soon as possible the day on which the payment becomes overdue, the T.E.R.O. Director shall send a notice to the delinquent party by certified mail informing the contractor that the payment is overdue and of the consequences that will result if the fee is not paid immediately.

If the fee is not paid within ten (10) working days after the date the overdue notice is mailed, the T.E.R.O. Director shall file a formal charge of non-compliance and schedule a T.E.R.O. Commission hearing. The hearing shall take place no sooner than five (5) working days after the notice is sent to the delinquent party.

At the hearing to be held whether or not the delinquent party attends the T.E.R.O. Commission shall determine the party has failed to comply. If non-compliance is found, the delinquent party may be subject to one or more of the penalties listed in Chapter Eight. The fees collected from the contractor pursuant to the section shall be increased in accordance with any increase in the contract amount as follows.

Contractor shall be liable for the payment of fees on each contract amount increase to the same extent they are liable for payment of the fee on the original contract amount. Fee payment attributable to contract amount increases are due and shall be paid on the date the contractor is notified of the allowance of such increase. Interest on unpaid fees due under this subsection shall be computed in the same manner as interest on unpaid fees attributable to the original contract amount under this section.

## **INSPECTIONS**

The T.E.R.O. Director, authorized T.E.R.O. employees and members of the T.E.R.O. Commission shall have the right to conduct periodic on-site inspections at any time during the actual operation of the business of any contractor in order to monitor compliance with the requirements set forth in the Spirit Lake Tribe T.E.R. Ordinance, Tribal Law and any and all rules, regulations, guidelines or orders of the T.E.R.O. Commission. During an on-site inspection, such T.E.R.O. personnel and officials shall have the right to speak with any contractor, sub-contractor or employee working on the site, so long as such conversation does not unduly interfere with the operation of the business. In addition, such T.E.R.O. Officials shall have the right to inspect and photocopy any information, documentation, records and other written material which are not deemed by the T.E.R.O. Commission to be confidential for valid business purposes. All information shall remain confidential.

## **LAYOFFS**

In all layoffs and reductions in force, no Indian worker shall be terminated if a non-Indian worker in the same job classification is still employed unless the termination is pursuant to a prior approval layoff plan. The non-Indian must first be terminated if the Indian possess the threshold qualifications for the job classification. If an employer lays off workers by crews All qualified Indian workers shall transfer to crews to be retained so long as non-Indians in the same job classification are employed elsewhere on the job site.

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**THIS AGREEMENT SHALL BE BINDING FOR A ONE (1) YEAR PERIOD OR UNTIL THE PROJECT IS COMPLETED.**

**Project name:** \_\_\_\_\_

**Total contract amount:** \_\_\_\_\_

**3% of total contract amount:** \_\_\_\_\_

**Contract type:**    ☐ Prime contractor    ☐ Sub-contractor

\_\_\_\_\_  
**Authorized Company Official**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**T.E.R.O Director**

\_\_\_\_\_  
**Date**