

Compliance Agreement of The Spirit Lake Tribe TERO

WHEREAS THIS AGREEMENT IS ENTERED INTO THIS DATE _____ OF _____
BETWEEN THE SPIRIT LAKE TRIBAL EMPLOYMENT RIGHT OFFICE (TERO)
AND _____, WITH RESPECT TO EMPLOYMENT PRACTICES IN SPIRIT
LAKE TRIBE RESERVATION.

CONTRACTORS

That the employer agrees to comply with procedure 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 copies of bid forms let by the employer for all Contracting and Subcontracting jobs in the Spirit Lake Tribe Reservation. The notice will be given reasonably in advance of any contract awarded, but no later than five (5) Days in advance of any award.

_____, agrees to require that all its Contractors and Subcontractors comply with the Tribal Employment Rights Ordinance.

EMPLOYMENT PRIORITY

For the hiring of local Indians and Indian employees, TERO will maintain a list of available local Indians or Indian applicants, depending on qualifications.

For the purpose of this agreement, qualification standards are those directly job related standard fitness and ability with additional OJT 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 of application for employment that are not fully qualified for the available job, but have potential of becoming qualified through a reasonable amount of training.

QUALIFICATION STANDARDS

Employer will not use criteria or other personal requirements as barriers to local Indians of Indian 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.

TRAINING

Employer agrees that all local Indians and Indian Employees will be adequately trained for the positions for which they are hired. All Indian Employees will be evaluated and paid according to current employer and company policies or local wage scale.

DISCRIMINATION

There shall be no discrimination in the amount of rate of wages or fringe benefits to or for employees in the basis of Race, Creed, Color, Age, Sex, National Origin or Religion. (DISCRIMINATOR 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 (75) Percent of all employees in the skilled position will be filled by local Indian or Indian employees.

Employer agrees that One hundred (100) percent of all employees in the unskilled positions will be filled by local Indian or Indian employees.

If the employer is unable to meet the required percentage of local Indian of Indian employment goals as set forth above. , it shall have the burden of justifying in writing to the Director, the rejection of every local Indian of Indian applicant for any positions which become 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 employee with the required percentages of the above, then 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 onetime TERO fee of the total contract amount, if the contract is \$5000.00 or more.

Hereby, _____ will pay 2.5% of each approved payment schedule within thirty (30) days of submitting each proposal.

WORK PERMIT

Contractors, Subcontractors, vendors and private Businesses, shall be required to purchase a work permit for each individual doing business with the Spirit Lake Tribe, this shall not apply to residents of the Spirit Lake Tribe.

Work Permit Fee:

\$100.00 for 6 Months

\$200.00 for one (1) Year

Hereby, _____, recognizes the Work Permits as a privilege of doing business on the Spirit Lake Reservation and certifies that all the Contractors, Subcontractors, Vendors and Private Businesses used on the project will be in the TERO Work Permit list 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 Tribe Reservation.

Employer shall maintain records of all workers who apply for work, including those who were not employed, or were employees 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 the TERO Office for assistance in getting the problem solved.

EMPLOYMENT POLICIES AND PROCEDURES

It is further understood that the employer recognizes that its operations are taking place within the unique Culture setting of the Spirit Lake Tribe 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 Indians and Indians on the operations.

LAYOFFS

If a layoff is required, the employer shall maintain a layoff consistent with its obligations under the **EMPLOYMENT GOALS** Section of this agreement to employ local Indians and Indians up to the required percentage of the work force. Any layoff must be justified by business necessity in writing to the Director of TERO for approval.

This agreement shall be binding until the end of the contract or until all business with-in the exterior boundaries of the Spirit Lake Tribe is completed.

TERO Director or Designated Officer

Date _____

_____ Title _____
Authorized Company Official

Date _____