

TERO

SPIRIT LAKE TRIBE

P.O. Box 450 • Fort totten, ND 58335 • Fax (701) 766-4592

COMPLIANCE PLAN

THIS AGREEMENT IS ENTERED INTO THIS DATE _____ 20_____
BETWEEN THE SPIRIT LAKE TRIBAL EMPLOYMENT RIGHTS OFFICE (TERO)
AND _____, WITH RESPECT TO EMPLOYMENT
PRACTICES OF SPIRIT LAKE RESERVATION.

CONTRACTORS

All contractors are required to submit a copy of the contract along with this compliance plan to the TERO office.

The contractor/subcontractor shall meet with TERO Director before he actually begins work and shall identify its core crew and submit a precise list of the numbers and trades or skills of local hires expected to be employed.

The 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 he has given the TERO office a reasonable time to locate a qualified Indian and the TERO Director or Compliance Officer has certified that qualified Indian is unavailable to fill the vacant job position.

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

All contractors and subcontractors must comply with the Davis Bacon Wage Rates and submit a weekly certified payroll report to the TERO office.

If contractors and subcontractors fail to or refuses to comply with this Compliance Plan and its requirements herein shall be deemed as a violation of the Spirit Lake Law and Order Code and be subject to sanctions provided in Chapter Eight of the Spirit Lake TERO Ordinance.

PRIORITY OF EMPLOYMENT

The contractor agrees to give preference to qualified Indians in the order of priority set forth in the Spirit Lake TERO Ordinance. The contractor shall comply with all other applicable rules, regulations, and guidelines and orders of the TERO Commission.

QUALIFICATION STANDARDS

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 TERO 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 other employment related activity.

TRAINING

Every 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 according to current contractor and company policies or the Davis Bacon wage scale.

TERO FEE

Every contractor and subcontractor with a contract of \$5000.00 or more shall pay a TERO fee of two 2% for the total amount of the contract. This fee shall be remitted to the TERO office prior to commencement of work on the Spirit Lake Reservation. Where good cause is shown to the satisfaction of the TERO Director, the 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 _____ 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 the Spirit Lake Tribe Tax Department 4% material tax and business license.*

WORK PERMIT

Contractors, Subcontractors and their employees shall be required to purchase a work permit for each individual doing business within exterior boundaries of the Spirit Lake Reservation.

Work Permit Fee:

\$100.00 for 6 Months

\$200.00 for 1 Year

COLLECTION OF FEES

If a contractor, subcontractor 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 following the day on which the payment becomes overdue, the TERO 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 TERO Director shall file a formal charge of non-compliance and schedule a TERO 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 TERO Commission shall determine whether the party has failed to comply. If it finds non-compliance, it may be subject the non-complying party 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.

Contractors 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 TERO Director and authorized TERO employees and members of the TERO 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 requirement set forth in Spirit Lake TERO Ordinance, Tribal Law and all rules, regulations, guidelines or orders of the TERO Commission. During an on-site inspection, such TERO personnel and officials shall have the right to speak with any contractor, subcontractor or employee working on the site, so long as such conversation does not unduly interfere with the operation of the business. In addition such TERO officials shall have the right to inspect and photocopy any information, documentation, records and other written material which are not deemed by the TERO Commission to be confidential for valid business purposes. All information shall remain confidential.

LAYOFFS

In all lay-offs 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 approved lay-off plan. The non-Indian must first be terminated if the Indian possesses the threshold qualifications for the job classification. If an employer lays off workers by crews all qualified Indian workers shall be transferred to crews to be retained so long as non-Indians in the same job classification are employed elsewhere on the job site.

This agreement shall be binding for a one year period or until the project is completed.

Contract Amount \$ _____ **TERO Fee at 2% \$** _____

Project Title: _____

Project Type: ____ Building Construction ____ Road/Related Construction ____ Other

Contractor Type: ____ Prime Contractor ____ Subcontractor

Date Project Start: _____ **Date Project End:** _____

TERO Director, Spirit Lake Tribe

Date

Authorized Company Official

Title _____ **Date** _____

Mailing Address: _____

Phone Number: _____

Email: _____