SISSETON-WAHPETON OYATE
TRIBAL EMPLOYMENT RIGHTS OFFICE
COMPLIANCE PLAN

COMPANY NAME : _____

DATE : _____

PROJECT: _____

NOTE:

Any contractor/subcontractor **NOT** submitting an acceptable Compliance Plan may be denied the right to commence or continue business on the Lake Traverse Reservation.

AGREEMENT BETWEEN
THE SISSETON-WAHPETON OYATE TRIBAL EMPLOYMENT RIGHTS OFFICE AND

_____
COMPANY NAME

This agreement is entered into on this date _____

1. EMPLOYMENT PRIORTY

An employer may recruit and hire workers from whatever sources are available to the employer and by whatever process the employer so chooses, provided that the employer shall notify TERO of any jobs vacancies, positions, or any negotiated positions. The Tribal TERO office will use its job skills Bank to assist the Employer in meeting the stipulated hiring goal for this project.

TERO will maintain a Job Skills Bank, listing available resident Indians by job classification based on skill level as indicated on their TERO application to be used to fill job vacancies, new positions, or any other negotiated position under this agreement.

The TERO Director shall be given at least three (3) business days notice to locate and refer qualified Indian applicants for any vacancy or new position except when circumstances require that the position be filled within a shorter period of time.

Emlpoyer agrees to consider for hire, either for a job vacancy or new positions all available local Indians and Indian applicants who meet pre-employment standards.

2. PRE-EMPLOYMENT STANDARDS

For the purpose of this agreement, pre-employment standards are those directly job related standards of fitness and ability which indicate that with a reasonable amount of job training a person would be capable of satisfactorily performing the entry job as well as jobs at a higher level which, with 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 are not fully qualified for the available job but have general potential of becoming qualified through a reasonable amount of training.

Employer will not use qualifications, criteria, or other personnel requirements as barriers to Indian employment except where such criterita are required by business necessity. Emlpoyers shall have the burden of showing that such criteria or requirements are required by business necessity.

3. TRAINING AND SALARY

The Employer agrees all local Indians and Indian employees will be adequately trained for the position for which they are hired. All Indian employees will be evaluated and paid in accordance with current employer and company policy and in accordance with contract provisions.

4. DISCRIMINATION

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

5. EMPLOYMENT GOALS

The Employer agrees that Indians will be given preference for seventy percent (70%) of the project work force provided that sufficient qualified Indian applicants are available. The phrase "work force" shall **NOT** include "*core crew employees*".

The Employer (Prime Contractor) agrees to require that subcontractors shall meet the Indian preference in employment requirements as specified in the proceeding paragraph.

6. EMPLOYMENT RIGHTS FEE

The Employer (Prime Contractor) shall pay a TERO fee of four percent (4%) of the total amount of the contract dollar amount in accord with the following:

It is hereby agreed that the fee shall be paid in equal amounts of $ _____ over the life of this agreement. The last payment will be due no later than thirty days prior to the completion of the named project, and shall be adjusted to reflect any increases or decreases in total contract amount due to change orders or other contract changes.

This fee shall be made payable by check to the Sisseton-Wahpeton Oyate Tribal Employment Rights Office PO Box 509 Agency Village, SD 57262.

7. INSPECTIONS AND ENFORCEMENT

The TERO office of the Sisseton-Wahpeton Oyate Tribe shall have the authority to monitor and enforce compliance with this Plan and the TERO Director or designee shall have the right to inspect all sites where employment is taking place under the provisions of this agreement.

8. RECORDS

The Employer and all subcontractors shall submit the following on a weekly or biweekly basis to the TERO office:

(A) Weekly or biweekly Certified Payroll Report/TERO Employment Report which includes the following data:

1. Wage and Hour Reports/Copies of official payrolls.
2. New hires or terminations, and disciplinary action taken.
3. Promotions.
4. Any other information specified by the Director and reasonably necessary in monitoring the specific project.

9. ASSISTANCE

If the Employer deems that an employee's performance is such that he or she is in danger of being suspended or terminated, the Employer shall contact TERO for assistance in working out the problem.

10. EMPLOYMENT POLICIES AND PROCEDURES

It is further understood that the Employer recognizes that its operations are taking place within a unique cultural setting within the community of the Sisseton-Wahpeton Oyate. Employers, in consultation and in

conjunction with the TERO office and Director, will consider and take into account Tribal Holiday and other cultural customs so as to promote rather than hinder the employment of Indians on the project.

11. LAYOFFS

No Indian employee, who can perform the work required, and who is in an other than core crew position, shall be terminated through a layoff or reduction in force while a non-Indian employee in the same job is still employed.

12. PRIME RESPONSIBLE FOR COMPLIANCE OF SUBCONTRACTORS

The Employer (Prime contractor) will be held responsible and accountable for assuring that any subcontracts let under this contract have a signed compliance plan and that the subcontractors shall meet the Indian employment preference requirements and shall follow all stipulations under this compliance plan.

13. DURATION

This agreement shall be for the life of this specific project.

14. TERO ORDINANCE

All other provisions of the TERO Ordinance are hereby incorporated within this Compliance Plan.

SISSETON-WAHPETON OYATE
TERO COMPLIANCE PLAN

Contract Amount $_____ TERO fee @ 4%: _____

Company Name: _____ Ph. No.: _____

Owner, President, CEO: _____ Ph. No. : _____

Project Mgr/Superintendent: _____ Ph. No.: _____

Local Office Ph. No.: _____ Cell Ph. No.; _____

FAX No. _____ E-mail Address: _____

Mailing Address: _____

Project Start Date: _____ Project End Date: _____

SWO Business License No.: _____ Expiration Date: _____

CORE CREW DEFINITION:

A member of a contractor's or subcontractor's crew who is a regular permanent employee and is in supervisory or other key position such that the employer would risk likely financial damage or loss if that position was filled by a person who had not previously worked for that contractor or subcontractor. Core Crew Members are considered to be the Construction Superintendent and Construction Foreman. All other positions are to be negotiated with the TERO Director. Any Indian hired by a contractor or subcontractor prior to the bid letting on the project shall be included in the core crew.

CORE CREW AND CLASSIFICATIONS

Project Manager/Superintendent: _____ Foreman:

_____

Negotiated Positions by Job Classification: Name and Title*

_____

_____

*Please attach college degree or vocational-technical certificate for all negotiated job classifications. For example: electricians, plumbers, crane operators, or heavy equipment operators, etc.

SISSETON-WAHPETON OYATE
TERO COMPLIANCE PLAN Continued.

Technically Qualified Job Classification, include laborers and other job requirements.

NAME	TITLE	CERTIFICATE

List all Training Positions: _____

_____

_____

_____

Please sign below

_____ _____

COMPANY OWNER, President, CEO, Signature DATE

_____ APPROVED ☐

Dustin Kirk, Compliance Officer Date

DENIED ☐

_____

DelRay D. German, TERO DIRECTOR Date