

Cheyenne River Sioux Tribe Tribal Employment Rights Office



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COMPLIANCE PLAN

Between the "CHEYENNE RIVER SIOUX TRIBE" and

_____	#
Company	Telephone
_____	#
Address	Fax
_____	#
City	Cell (Please list a number where your job site Superintendent/Foreman can be reached at all times.)

TRIBAL BUSINESS LICENSE #: _____

Which of the following applies to your Contract:

____ Prime ____ Subcontractor ____ Supplier ____ Service

If you are a subcontractor, supplier or service provider (i.e., architect, engineer, etc.), who is the prime or general contractor? _____

Who let this contract: CRST / B I A / I H S / SDDOT / COUNTY / OTHER
List department if "CRST" or "OTHER": _____

PROJECT INFORMATION – (This contract is only for the duration of this specific project.)

Job Title: _____ Project No. _____

Site Location (Geographic): _____

Starting Date: _____ Ending Date: _____

Job site Superintendent/Foreman: _____

****NOTE****

Any covered entity not submitting an acceptable Compliance Plan two weeks prior to doing business on the Cheyenne River Sioux Tribal Reservation shall be denied the right to commence or continue the project until a Compliance Plan is submitted.

SECTION I – APPLICABLE FEES

The prime contractor, supplier or service provider with a construction contract in the sum of twenty-five thousand dollars (\$25,000.00) or more shall pay a **Tribal Employment Rights Office** (TERO) fee, of **(4%)** of the total gross contract amount including increases/change orders. If a contractor initially enters into a construction contract of less than \$25,000.00 but subsequent increases result in a total contract amount of \$25,000.00 or more, the fee shall apply to the total contract amount including increases.

If a construction project is to be broken into multiple contracts, all of the entity’s contractors shall be liable for their portion of the above-mentioned fees of the total project amount.

For projects that are partially located on the reservation, the fee will be based on the percentage of work done on the reservation.

Based on your contact you will also be required to pay a **Bureau of Apprenticeship and Training** (BAT) fee of **(.5%)** of the total gross contract amount (per contract).

These fees will be paid prior to commencing work on the Cheyenne River Sioux Reservation. **(Alternative Payment Arrangements – Section II)**

TOTAL CONTRACT AMOUNT: _____

TERO FEE @ 4 %: _____

BAT FEE @ .5%: _____

TOTAL AMOUNT DUE: _____

TERO USE ONLY

CHECK #: _____ DATE REC'D: _____

DATE POSTED BY DISBURSING: _____

PROJECT COMPLETION DATE: _____

SECTION II – ALTERNATIVE PAYMENT ARRANGEMENTS

1. Upon receipt of a written request, the Director may authorize a contractor to pay the required fee in installments over the course of the contract/project as appropriated, when:
 - a. The total fee exceeds \$10,000.00; and
 - b. The contractor demonstrates hardship or other good cause.
 - c. The decision to authorize an alternative arrangement shall rest solely with the TERO Director and is not appealable to the Commission or the Courts.
 - d. Any fee that is paid in installments shall be subject to interest charged at the prime interest rate as provided for in the Regulations of the TERO Ordinance.

PAYMENT SCHEDULE

It is hereby agreed that the fee shall be paid in the following number of installments.

1 st PAYMENT	2 nd PAYMENT
AMT:	AMT:
DUE:	DUE:
PAID:	PAID:

Additional payments or refunds will be made if there are any change orders affecting the reported project amount given on page 2.

I agree to the above-mentioned terms and payment schedule and understand that charges of noncompliance will be filed should I fail to make the payments on time as agreed to.

AUTHORIZED BY: _____ **DATE:** _____
Company Official

APPROVED BY: _____ **DATE:** _____
TERO Director

SECTION III – CONTRACTOR’S RESPONSIBILITIES

1. The prime contractor shall be held responsible and accountable for assuring that any subcontracts let under this contract have a signed Compliance Plan in place two weeks prior to beginning work and that the subcontractor shall follow all stipulations as set forth in Ordinance 42a, as amended and the Indian Requirements and Preference Regulations of the Cheyenne River Sioux Tribe.
2. The prime contractor is responsible for addressing Indian preference in subcontracting under CRST Ordinance 42a, as amended and must document that they have contacted the certified contractors that apply to the area that quotes/bids/prices are being sought. Further, this compliance requirement also applies to any subcontractor seeking second tier subcontractors.
3. SDDOT – Subcontracting
The Indian Preference-subcontracting goal shall be the same as the DBE goal. Any subcontracting opportunity addressed by said Employer will include contracting the relevant certified Indian firms. **The Prime Contractor must have a written contract with each subcontractor in place.**
4. A copy of the Indian Preference subcontractors can be requested or picked up at the TERO.

►List all subcontractors for this project. Identify Indian Preference (I.P.) firms.

COMPANY	AREA OF WORK	TELEPHONE	I.P.

5. The TERO Director or his/her designated employee shall have the right to inspect all job sites where employment is taking place under the provisions of this agreement upon the Cheyenne River Sioux Tribal Reservation.

6. The following reports must be submitted by all covered entities on a weekly basis.
 - a. TERO Weekly Report – submitted by job site superintendent/foreman. (Forms available at the TERO)
 - b. Certified Payroll – A copy of the certified payroll.
 - c. All employees including supervisory personnel/core crew are to be included on your report and certified payroll.

PART IV – EMPLOYMENT PRIORITY

1. **Job Vacancies** – The employer shall notify the TERO of any job vacancies, positions, or any negotiated positions. The employer will give the TERO 72 hours to locate and refer a qualified Indian for such vacancies and positions, except when circumstances require that the position be filled within a shorter period of time.
2. **Hiring Goals** – Except for the Identified Core Crew, the employer agrees that all of its employees working on or near the Cheyenne River Sioux Reservation will be local Indians as negotiated under this Compliance Plan with the exception of SDDOT projects where the Employer agrees that not less than **70%** of its employees working on or near the reservation will be resident or other Indians.
3. **Core Crew Definition** – A member of the contractor’s or subcontractor’s crew who is a regular permanent employee and is in a supervisory or other key position such that the employer would face a serious financial loss if that position were filled by a person who had not previously worked for that employer.

The fact that an employee has worked for the employer on previous projects shall not qualify that employee as a regular permanent employee.

SDDOT Projects – Core Crew is limited to **20%** of employees.

4. **Core Crew Registration** – All core crewmembers must be listed below. Failure to report all core crewmembers can result in the employee being asked to leave the job site and/or a fine for each violation.

5. **► List all core crewmembers, job titles and date hired.**

NAME	JOB TITLE/POSITION	DATE HIRED

► **List the following information for positions open on this project**

POSITION	# WORKERS	WAGES	QUALIFICATIONS

6. **Barriers to Employment** – The employer will not use qualifications, criteria or other personnel requirements as barriers to resident Indians except where such criteria or requirements are required by business necessity. However, the employer shall have the burden of showing that such criteria or requirements are required by business necessity.
7. **Discrimination** – There shall be no discrimination in the amount of rates of wages, in fringe benefits, in hiring or other employment related activity on the basis of race, creed, color, age, sex, national origin or religion.
8. **Termination/Layoffs** – No local Indian worker shall be terminated as long as a non-local Indian or non-Indian worker in the same craft is still employed. The non-Indian shall be terminated first and then the non-local Indian, so long as the local Indian meets the threshold qualifications for the job. Further, if the employer lays off by crew, qualified local Indians shall be transferred to crews that will be retained, so long as there are non-local Indians or non-Indians in the same craft employed on the crew that are to be retained.
9. **Employment Policies and Procedures** – If the employer deems that an employee’s performance is such that he or she is at risk of being suspended or terminated, the employer shall contact the TERO for assistance in solving the problem.

It is further understood that the employer recognizes that its operations are taking place within a unique cultural setting upon the Cheyenne River Indian Reservation. Accordingly, the employer in conjunction with the TERO Director will consider and take into account tribal cultural customs, i.e., Sundance, Funeral leave (immediate family members – 3 days, American Indian Day, Day of Mourning, etc.) and business needs.

10. **Wages** – Federal, State or Tribal wage scales will be enforced in accordance with project wage determinations. Please check with the TERO if you are not sure which wage scale your project falls under.

PART V – TRAINING

The Cheyenne River Sioux Tribes’ Bureau of Apprenticeship and Training (BAT) Program is registered as part of the national Apprenticeship program established by the U.S. Department of Labor.

The employer agrees to comply with the provisions of the Apprenticeship Standards, to carry out the intent and purpose of the said standards and to abide by the rules and decisions established by the Cheyenne River Sioux Tribe.

All Indian trainees will be evaluated and paid according to the current employer and company policies and in accordance with contract provisions.

►List Bureau of Apprenticeship and Training positions or other trainees needed.

NAME	POSITION	QUALIFICATIONS



I have read the TERO Compliance Plan agreement and agree to abide by the stated conditions. Depending on the offense, failure to comply will be subject to sanctions by the Commission or Director in accordance with Ordinance 42a, as amended, Sec. 15. Enforcement.

In the event that any provision of this compliance plan shall be found or declared to be invalid, the remaining provisions shall be unaffected thereby and shall remain in full force and effect.

Authorized TERO Official

Date

Authorized COMPANY Official

Date