



***Cheyenne River Sioux Tribe
Tribal Employment Rights Office***

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CHEYENNE RIVER SIOUX TRIBE

**COMPLIANCE PLAN
(SDDOT PROJECTS)**

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? _____

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

Job Title: _____ Proj. No. _____

Site Location (Geographic): _____

Starting Date: _____ Ending Date: _____

Job Site Superintendent/Foreman: _____

(This agreement shall be for the duration of this specific project.)

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.*

Indian Preference Requirement

Section 7(b(1)) of the Indian Self-determination and Assistance Act (25 U.S.C.) 450E(B)(1) will apply to contractors, subcontractors, grants, or sub-grants.

1. EMPLOYMENT RIGHTS FEE

The Prime Contractor with a construction contract in the sum of twenty-five thousand dollars (\$25,000.00) or more shall pay a fee of four percent (**4%**) and a Bureau of Apprenticeship Fee of one half of one percent (**0.5%**) of the total gross contract amount (per contract) **prior** to commencing work on the Cheyenne River Sioux Tribal Reservation. However, where good cause is shown, the Director may authorize a construction contractor to pay said fee in installments over the course of the contracts. The fee shall also pertain to increases in the contract due to change orders or other contract increase amounts.

In instances where each construction phase is to be bid out, each prime contractor will be appropriated his/her percentage of the TERO fee for his/her portion of the **total project cost.**

The Employer will be required to participate in the Tribal Bureau of Apprenticeship and Training (BAT) program or other training options as required under TERO regulations. All Indian employees will be evaluated and paid according to current Employer and Company policies and in accordance with Contract provisions.

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

CONTRACT AMOUNT:_____

TERO FEE (4%):_____ **BAT FEE (0.5%):**_____ **TOTAL:**_____

It is hereby agreed that the fee shall be paid in _____ installments.

1st PAYMENT AMT:_____ DUE:_____ PAID:_____

2nd PAYMENT AMT:_____ DUE:_____ PAID:_____

2. RESPONSIBILITY OF PRIME CONTRACTOR

The Prime Contractor will be 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 requirements and stipulations under the Compliance Plan.

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.

List the identified subcontractors for this project including Indian Preference firms:

COMPANY	AREA OF WORK	CONTACT	PHONE

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

Records – The following reports must be submitted on a weekly basis to the TERO Office:

- A. TERO Weekly Report submitted by site foreman/superintendent.
(Forms available at the TERO Office)
- B. Copy of certified payroll submitted by company's payroll department.
- C. The weekly report and copy of the certified payroll shall include company's core crew.

3. **EMPLOYMENT PRIORITY**

An employer shall notify TERO of any job vacancies, positions, or any negotiated positions. The employer will give TERO 48 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.

Hiring Goals – The Contractor agrees that Indians will be given preference for at least eighty percent (80%) of the project work force provided that sufficient qualified Indian applicants are available. The phrase “work force” shall not include “core crew employees.”

List estimated workers needed, other than core crew:

JOB CLASSIFICATION	NO. OF WORKERS NEEDED

List trainees needed (BAT or state trainee position):

TRAINEE POSITION	QUALIFICATIONS

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 employer on previous projects shall not qualify that employee as a regular permanent employee.**

List Core Crew (limit to 30% of employees):

EMPLOYEE	POSITION

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.

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.

Termination/Layoffs – No Indian worker shall be terminated as long as a non-Indian worker in the same craft is still employed. The non-Indian shall be terminated first, so long as the Indian meets the threshold qualifications for the job. Further, if the employer lays off by crews, qualified Indians shall be transferred to crews that will be retained, so long as there are non-Indians in the same craft employed on the crew that are to be retained.

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 may contact 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 and business needs.

4. NON-COMPLIANCE

Violations of this contract can result in fines, suspension, and/or termination of the party’s operation in accordance with Ordinance 42A (As Amended).

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I have read the TERO Compliance Plan contract and agree to abide by the stated conditions.

CRST TERO OFFICIAL/TITLE

DATE

COMPANY OFFICIAL/TITLE

DATE