



***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)

Who is the prime or general contractor? _____

PROJECT INFORMATION – (this Compliance Plan 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 Compliance Plan will 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 will 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, will pay a fee of three percent (**3%**) and a Bureau of Apprenticeship Fee of one half of one percent (**0.5%**) of the total gross contract amount (per contract) multiplied by the percentage of the portion of the project located within the exterior boundaries of the Cheyenne River Sioux Tribal Reservation **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 contract. The fee will also pertain to increases in the contract amount due to change orders or other contract increase amounts.

For construction contracts in an amount less than Twenty-five Thousand Dollars (\$25,000.00), the Prime Contractor will not be required to pay any fee.

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 either the South Dakota Department of Transportation On-the Job Training program, or 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 (3%): _____ **BAT FEE (0.5%):** _____ **TOTAL:** _____

Check the option that applies:

___ The parties agree if the TERO fee is less than \$2,500.00 it will be paid in a lump sum payment due at the time the compliance plan is completed. The contractor may opt to pay a lump sum for fees over that amount by checking this option of payment. Any adjustments to reflect any increases or decreases in the total contract amount due to change orders or other contract changes will be due no later than 10 days following the final payment from the State of South Dakota to the contractor.

___ Installment Option as detailed below:

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

1st PAYMENT AMOUNT: _____ DUE: _____ PAID: _____

2nd PAYMENT AMOUNT: _____ DUE: _____ PAID: _____

3rd PAYMENT AMOUNT: _____ DUE: _____ PAID: _____

2. **RESPONSIBILITY OF PRIME CONTRACTOR**

The Prime Contractor will be responsible and accountable for assuring that any subcontracts let under this Agreement have a signed Compliance Plan in place **two (2) weeks prior** to beginning work and that the subcontractor must follow all requirements and stipulations under the Compliance Plan.

Subcontracting - The Indian preference-subcontracting goal will be the same as the Department’s 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 |
|---------|--------------|---------|-------|
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Inspections – The Director of TERO and his/her designated employee will 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 will 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” will not include “core crew employees.”

List estimated workers needed, other than core crew:

| JOB CLASSIFICATION | NO. OF WORKERS NEEDED |
|---------------------------|------------------------------|
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List trainees needed (BAT or the Department's trainee position):

| TRAINEE POSITION | QUALIFICATIONS |
|-------------------------|-----------------------|
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| | |

Core Crew Definition – A contractor’s or subcontractor’s core crew is composed of full time employed individuals necessary to satisfy his/her reasonable needs for supervisory or specially experienced personnel to assure an efficient execution of the contract work. Any Indian already employed by a contractor will be included in the core crew, regardless of job function, to avoid the unintended results of having a contractor lay-off or terminate an Indian employee to hire another under this provision.

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

| EMPLOYEE | POSITION |
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Barriers to Employment – The Employer will not use pre-employment standards, 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 will have the burden of showing that such criteria or requirements are required by business necessity.

Discrimination – There will 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, disability, or religion.

Termination/Layoffs – No Indian worker will be terminated as long as a non-Indian worker in the same craft is still employed. The non-Indian will 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 will 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 Agreement can result in fines, suspension, and termination of the party’s operation in accordance with Ordinance 42A (as amended).

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

CRST TERO OFFICIAL/TITLE

DATE

COMPANY OFFICIAL/TITLE

DATE