

TRIBAL EMPLOYMENT RIGHTS OFFICE



### NORTHERN CHEYENNE TERO

P.O. BOX 308

LAME DEER, MT 59043

Phone: (406) 477-6287

TRIBAL EMPLOYMENT RIGHTS OFFICE



## Compliance Plan/Agreement

This Compliance Plan/Agreement is between the Contractor and the Northern Cheyenne Tribal Employment Rights Office.

The Contractor and Project information is as follows:

- 1) Contractor Name \_\_\_\_\_
- 2) Contractor Primary Contact Person \_\_\_\_\_  
 a. If applicable, Secondary Contact \_\_\_\_\_
- 3) Contractor Address \_\_\_\_\_
- 4) Contractor Telephone & Fax \_\_\_\_\_
- 5) Contractor website &/or Email \_\_\_\_\_
- 6) Date of TERO Certification \_\_\_\_\_
- 7) Check one: ( ) Prime Contractor Or ( ) Sub-Contractor  
 a. If Sub-Contractor, Primary Contractor is \_\_\_\_\_
- 8) \*Contract Number \_\_\_\_\_
- 9) Project Description \_\_\_\_\_
- 10) Type of Contract \_\_\_\_\_
- 11) Project Owner \_\_\_\_\_
- 12) Project Location \_\_\_\_\_
- 13) Amount of Contract \_\_\_\_\_
- 14) Ending Date of Contract \_\_\_\_\_
- 15) Date of Notice to Proceed \_\_\_\_\_  
 a. Date of Wage Determination \_\_\_\_\_
- 16) Projected workforce number On-site \_\_\_\_\_ Off-site \_\_\_\_\_
- 17) Attach Proof of Insurance
- 18) Attach Proof of Workman's Compensation or Exemption
- 19) Attach Proof of Unemployment Compensation Claim Number
- 20) \*\*Requested Core Crew and Job Title \_\_\_\_\_

\*Contract must be provided by Contractor at time Agreement is submitted

\*\*Approved Licensed tradespersons or specialized skill must submit documentation of current licensing or certification-core crew must have been regular full-time employee of company for one full year prior to agreement in a supervisory or key position

**Contractor/Employer agrees:**

- 1) That all employees hired, excluding the initial core crew, shall be requested as an employee referral from the TERO Program.
  - 2) To hire and fill \_\_\_\_\_ initial positions with TERO referrals and to maintain a percentage at all times during the contract of \_\_\_\_\_% of TERO referrals. The initial positions are:
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- 3) That the unavailability of enough TERO referrals shall not constitute a breach of this agreement.
  - 4) That 100% of all training will be provided to TERO referrals.
  - 5) That qualified apprentices and trainees who are not TERO referrals are disallowed from this project.
  - 6) That all wages will be paid in accordance with the determined prevailing wage rate for the work performed, and to pay fringe and zone pay, if applicable, in accordance with the determined wage rate.
  - 7) To submit to TERO a copy of each weekly payroll report for all employees on this project immediately following the close of each pay period.
  - 8) To immediately notify TERO of all adverse employee actions, lay-offs, or self-terminations.
  - 9) That is a lay-off or reduction in workforce occurs, the TERO referral(s) in the trade being laid-off will be the last to be laid-off and the first to be re-hired.
  - 10) That a TERO official shall have the right to visit the job-site, meet with the employees, monitor employee and employer obligations, and inspect records relevant to employment and duties.
  - 11) To provide orientation to each new employee regarding company policies and procedures and to provide on-going safety training on a regular basis.
  - 12) To provide notices to TERO of all progress meetings.
  - 13) To ensure and enforce that the sub-contractors are also in compliance with TERO.
  - 14) That all Non-Northern Cheyenne Tribal member employees are required to purchase by check or money order a work permit for this project prior to starting work. Work permits will be purchased for \$100.00 each. To acquire a work permit, the employee must produce a current/non-expired picture ID.
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- 15) That a TERO fee of \$            will be paid by the Contractor to the Northern Cheyenne TERO *prior* to the start of work. Unless a payment schedule is agreed upon through the duration of the contract; TERO fee MUST be paid in full *prior* to the end of the contract.
- 16) That the Contractor, its employees, suppliers, and sub-contractors will adhere to all TERO Regulations and terms of this Compliance Plan/Agreement and obey all laws of the Northern Cheyenne Tribe while conducting business on the Northern Cheyenne Reservation.
- 17) That TERO has the right to impose sanctions as defined in the TERO Ordinance and Regulations for a violation of this agreement, and that the Contractor will immediately attempt to resolve a compliance violation.
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I, \_\_\_\_\_, as authorized representative of the Contractor has read and understand this Compliance Plan/Agreement and agree to all conditions as stated above, as verified by initial by each term of the agreement and my signature below.

\_\_\_\_\_  
Signature of Contractor/Employer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized TERO Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
TERO Director

\_\_\_\_\_  
Date

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**Attachment A- List of Sub-Contractors**

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1. Business Name \_\_\_\_\_

Business Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Type of Contractor \_\_\_\_\_

2. Business Name \_\_\_\_\_

Business Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Type of Contractor \_\_\_\_\_

3. Business Name \_\_\_\_\_

Business Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Type of Contractor \_\_\_\_\_

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*Below information is for Official TERO use*

**COMPLIANCE PLAN/AGREEMENT OFFICE WORKSHEET**

Date(s) of Negotiation \_\_\_\_\_

Date of Agreement Signature \_\_\_\_\_

Date of Agreement Approval \_\_\_\_\_

TERO Fee formula for contracts over \$10,000.00

Contract Amount \$ \_\_\_\_\_ X \_\_\_\_\_ % = TERO Fee \$ \_\_\_\_\_

Number of Work Permits \_\_\_\_\_ X \_\_\_\_\_ = Charges \$ \_\_\_\_\_

Total Contractor Fees and Charges = \$ \_\_\_\_\_

<u>Date</u>	<u>Action taken</u>	<u>TERO Official</u>
_____	_____	_____

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