

COMPLIANCE PLAN OF OPERATIONS (CPO)
Annual Agreement

E. Shoshone & N. Arapaho Tribes Tribal Employment Rights Office – TERO
PO Box 217 Ft. Washakie, WY 82514
(307) 332-7618 office / (307) 332-8720 fax

Business Name:

Project Name and Location:

Description of Project:

Project Start Date:

Project End Date:

Project Amount:

TERO Assessment Fee
2% total gross contract -

Mailing Address:

City:

State:

Zip:

Phone:

Fax:

E-mail:

Any Business not submitting a completed Compliance Plan of Operations form may be denied the right to conduct or continue conducting business on the Wind River Reservation.

The Compliance Plan must be approved by TERO before mobilization of Contractors operations on the reservation.

Contact Person:

Title:

Cell Phone:

Core Crew: A member of a 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.

| | | | |
|------------|-------|------------|-------|
| Core Crew: | _____ | Job Title: | _____ |
| | _____ | Job Title: | _____ |
| | _____ | Job Title: | _____ |
| | _____ | Job Title: | _____ |
| | _____ | Job Title: | _____ |
| | _____ | Job Title: | _____ |
| | _____ | Job Title: | _____ |
| | _____ | Job Title: | _____ |
| | _____ | Job Title: | _____ |
| | _____ | Job Title: | _____ |
| | _____ | Job Title: | _____ |

Number of Positions filled per this project: _____

Open Positions: Employer agrees to hire 50% of all its employees for projects on the reservation. If Employer is unable to meet the 50% local Indian or Indian employment goal as set forth above, company representative will need to meet with the TERO Director to determine a hiring goal.

| | | | |
|----------------|-------|---------------------|-------|
| Open Position: | _____ | Job Classification: | _____ |
| | _____ | Job Classification: | _____ |
| | _____ | Job Classification: | _____ |
| | _____ | Job Classification: | _____ |
| | _____ | Job Classification: | _____ |
| | _____ | Job Classification: | _____ |
| | _____ | Job Classification: | _____ |
| | _____ | Job Classification: | _____ |
| | _____ | Job Classification: | _____ |

Number of Positions filled per this project: _____

List Indian Preference Firms Utilized on this Project:

| Firm(s) Name, Contact Person & Phone #: | Work Performed: |
|--|-----------------|
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List Non-Indian Firms Utilized on this Project:

| Firm(s) Name, Contact Person & Phone #: | Work Performed: |
|--|-----------------|
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| | |

Date:
Company's Authorized Representative's Signature

Date:
TERO Director /Representative

Approval: Yes: _____ No: _____

TERO Compliance Plan of Operations

Contractor Responsibilities & Requirements

The Contractor/Employer shall comply with the Shoshone & Arapahoe Tribe's Tribal Employment Rights Office ("TERO"), Title X – Tribal Employment Rights Code ("Code") for any work within the boundaries of the Wind River Reservation ("Reservation") and complete the necessary paperwork in the Compliance Plan with appropriate company official's signature contained therein.

1. All employers are required to give preference to Indians in hiring, promotion, training and all other aspects of employment, contracting, or subcontracting, and must comply with this Code and the rules, regulations, and orders of the Shoshone & Arapahoe Tribe's Tribal Employment Right's Office ("TERO"). The above requirements shall apply to facilities of an employer including a subcontractor located or engaged in any work on the Reservation.
2. The Indian preference requirements contained in this Code shall be binding on all contractors and subcontractors of employers regardless of tier and shall be deemed a part of all contract and subcontract specifications. The employer shall be subject to penalties provided herein for violation of this Code if contractor or subcontractor if employer fails to comply.
3. Employers may be required by TERO to participate in training programs to assist Indians to become qualified in the various job classifications used by the employer.
4. Employers are prohibited from using job qualification criteria or personnel requirements which bar Indians from employment unless such criteria or requirements are required by business necessity.
5. TERO shall establish and administer a tribal hiring hall to assist the employers in placing Indian(s) in job positions. An employer may recruit and hire workers from whatever sources are available to him and by whatever process he chooses as long as he complies with this Code and Indian job preference regulations and agreements pertaining to his operations.
6. TERO will establish counseling and other support programs to assist Indians to obtain and retain employment. Every employer shall be required to cooperate with TERO regarding such counseling and support programs.
7. Employers shall give preference in the award of contracts or subcontracts to tribally-owned and Indian-owned businesses a list of which shall be supplied to the employers for their use.

8. In all lay-offs and reductions in force employers shall maintain required ratios of Indian employees.
9. Every employer shall in accordance with required ratios give Indians preferential consideration for all promotion opportunities and shall encourage Indians to seek such opportunities.
10. Employers shall give Indian students preferential consideration for summer student employment. The employer shall make every effort to promote after-school, summer, and vacation employment for Indian Students.
11. Every union with a collective bargaining agreement with an employer must file a written agreement stating that the union will comply with this code and the rules, regulation, and orders of TERO. Until such agreement is filed with TERO, the employer may not commence work on the reservation.
12. If an employee believes that an employer has failed to comply with this code or rules, regulations, or orders of TERO. If the employee believes discrimination has occurred by employer because of race, creed, color, age, sex, national origin, or religion, employee may file a complaint with TERO specifying the alleged violation as a reporting agency for EEOC.
13. Upon receipt of the complaint, based on merit, TERO shall review and determine whether to investigate and attempt to achieve mediation of the matter. If any employer retaliates by firing, lays-off, or penalizes in any manner any employee for utilizing the individual complaint procedure, or any right provided herein, the employer shall be subject to the penalties provided in the Ordinance.
14. TERO shall notify all employees of the Tribal Employments Rights code and their obligations to comply. All bid announcements issued by any Tribal, Federal, State, or other private or public entity shall contain a statement that the successful bidder will be obligated to comply with this Code and all rules, regulations, and orders of TERO.
15. Employers shall submit reports and other information requested by TERO. TERO and its representatives shall have the right to make on-site inspections during regular working hours in order to monitor any employer's compliance with the Tribal Employment Rights Code and rules, regulations, and orders of TERO. TERO shall have the right to inspect and copy all relevant records of any employer, of any signatory union, subcontractor, and shall have a right to speak to workers and conduct investigations on job sites.
16. All employers shall pay the prevailing wage to cover employees in the workforce, per the established Shoshone & Arapaho Tribal prevailing wage rate on the Wind River Reservation.

17. Contractors are required to comply with the TERO fee assessment per the project undertaken by their firm.
18. **All Annual Agreements are for the entire year. TERO fees are now based on 2% of your final gross income and need to reported and paid quarterly. No contracts will be signed on a quarterly basis.**
19. Any employer, contractor, subcontractor, or union who violates the Tribal Employment Rights Code or rules, regulations, or orders of TERO shall be subject to penalties for such violations, including, but not limited to:
 - a) Denial of the right to commence or continue business inside the Reservation
 - b) Suspension of Operations inside the Reservation.
 - c) Payment of back pay and damages to compensate any injured party.
 - d) An Order to summarily remove employees hired in violations of the Code or rules, regulations, and orders of TERO.
 - e) Imposition of monetary civil penalties.
 - f) Prohibition from engaging in future operations on the Reservation.
 - g) An Order requiring employment, promotion, and training of Indians injured by the violation.
 - h) An Order making any other provision deemed by TERO necessary to alleviate, eliminate, or compensate for any violation.

The maximum penalty, which may be imposed, is \$500.00 for each violation. Each day during which a violation exists shall constitute a separate violation.

I have read the TERO Compliance Plan, Contract Responsibilities & Requirements, and agree to comply with the Shoshone & Arapahoe Tribes Title X – Tribal Employment Rights Code.

Company's Authorized Representative's Signature:

By: _____ **Title:** _____

Date: _____