The Klamath Tribes
Tribal **E**mployment **R**ights **O**ffice (TERO)
P.O. Box 436 | 501 Chiloquin Blvd. Chiloquin, OR 97624 | (541) 783-2219 | TERO@klamathtribes.com

TERO COMPLIANCE AGREEMENT

A. Covered Employer Information

Check All That Apply: Prime/General ☐ Subcontractor ☐ Union ☐

Covered Employer: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Phone: _____ Cell: _____

Email: _____

Business Type and/or Scope of Work (if applicable):

_____

Performance Period: **Approximate Start Date:** _____

End Date (If Applicable): _____

B. Project Information (if applicable): KT Project ☐ Other Project ☐

Project Name: _____ Location: _____

Duration of the Entire Project: **Start Date:** ____/_____/_____ **End Date:** ____/_____/_____

C. Definitions

All terms used in this agreement shall be given the meaning set forth in Section 40.02 of the Klamath Tribes Tribal Employment Rights Ordinance, Chapter 40 of Title 6 of the Klamath Tribal Code, (hereinafter "the Ordinance). If a term is not defined in the Ordinance, it shall be given the meaning set forth under relevant Tribal Code or other Tribal law.

D. TERO Fee

1. *Construction Contracts:* All construction projects in the sum of $5,000 or more, shall pay a compliance Fee per the rate listed in Section 40.09(b) of the Ordinance. The TERO Compliance Fee must be paid by the employer prior to commencing work on the Reservation.

a. The Prime Contractor shall work with the TERO office and use Attachment II – Fee Calculation, to establish the effective Fee rate and amount prior to work commencing.

2. *Other Covered Employers with Two or More Employees Working on the Reservation:* Every Covered Employer with two (2) or more Employees working on the Reservation shall pay a quarterly fee of 2% of its employees' quarterly payroll which shall be paid within thirty (30) days after the end of each quarter.

   a. This fee shall not apply to educational, health, governmental, or nonprofit employers, or construction contractors (construction contractors being governed by the fee above). However, it shall apply to all contracts let by educational, health, governmental or non-profit employers to non-educational, non-health, non-governmental, or for-profit employers.

E. Covered Employer Duties

1. The Covered Employer will give first preference in all hiring, promotion, training, and all other aspects of employment to Klamath Tribal Members and second preference to other Indians, provided that the relevant Tribal Member or Indian meets the threshold requirements for the job.

2. The Covered Employer agrees to utilize the TERO Hiring Hall to fulfill its hiring goals per this Agreement. The hiring goal includes numerical goals and timetables for each craft, skill area, job classification, etc., as a percentage of total hours worked, used by the Employer.

3. When an employee hired from the TERO Hiring Hall or after recommendation from the TERO is terminated or unable to continue working, the Covered Employer shall immediately notify the TERO office which may provide a substitute referral within three business days or notify the Covered Employer that it has no referrals for the position, after which time the Covered Employer will be authorized to hire a replacement. The Covered Employer may submit a written request and justification for a shorter rehire period.

4. In all layoffs and reduction in force, no Indian employee shall be terminated if a non-Indian employee in the same job classification is still employed. The non-Indian shall be terminated first if the Indian possesses threshold qualification for the job classification. If a Covered Employer lays off workers by crews, all qualified Indian employee workers shall be transferred to crews to be retained so long as non-Indians in the same job classification are employed elsewhere on the job site, except for non-Indians hired as Core Crew pursuant to negotiated Compliance Agreements.

5. Covered Employers shall establish and maintain job training or apprenticeship programs to assist Indians to become qualified in crafts, skill areas, and/or job classifications used by the Covered Employer. Preference will be given Indians for any training opportunities provided by a Covered Employer.

6. Covered Employers who are in violation of the Ordinance or this Compliance Agreement may be subject to the citations and/or penalties set forth in Section 40.11 of the Ordinance. Possible sanctions include:

    a. Being ordered to terminate any individual hired by disregarding the Ordinance and this Office's requirements regarding Indian preference and to employ, promote, and train any Indian adversely affected by Covered Employer's non-compliance with Indian preference requirements;

    b. Back pay to any Indian adversely affected by the Covered Employer's non-compliance with Indian preference requirements;

    c. The maximum daily monetary penalty listed in the Section 40.11(a) of the Ordinance.

7. Any person who attempts to or, in fact, harasses, intimidates, or retaliates against the TERO Director, TERO staff, or Tribal Council shall be subject to the sanctions set forth in Section 40.11 of the Ordinance. Any Covered Employer which retaliates against any employee, employer, union or other entity because of its exercise or rights under the Ordinance, or compliance with provisions of the Ordinance, shall be subject to the sanctions set forth in Section 40.11 of the Ordinance. Any harassment or discrimination against any Indian employee will be referred to the relevant federal employment rights agency or other authority.

8. Core Crew requests must be submitted to the TERO staff in writing, showing that each Core Crew member meets these criteria before the start of any project work. Approval of Core Crew members does not exempt any Employer from TERO hiring goals or other compliance agreement terms.

    a. Indian CORE Crew members may count toward the hiring goal.

    b. The Indian Core Crew members must be registered with the TERO Program.

    c. The Indian Core Crew members must be identified prior to signing the Compliance Agreement.

9. Covered Employers shall not institute and/or use job qualification criteria and/or personnel requirements as barriers to employment of Indians, unless such criteria and/or requirements can be demonstrated to be required by business necessity.

10. The Covered Employer agrees to comply with the Ordinance, which is incorporated into the agreement to the greatest extent applicable, below.

11. The Covered Employer is responsible for ensuring each of their contractors and subcontractors complies with the provisions of the TERO Code and the Compliance Agreement.

12. The Covered Employer will allow on-site inspections by TERO representatives during the actual operation of the business of any Covered Employer for the purpose of monitoring compliance with the Ordinance and to speak with any contractor, subcontractor, or Employee on-site, so long as such conversation does not interfere with the operation of the business.

13. Certified weekly payroll reports must be submitted to the TERO program by Wednesday the following week.

F. Hiring Goals

1. Covered Employers, or their representatives, will set employment goals for each project or year, depending on which period of time is applicable. The Covered Employer will meet the prescribed number Indian employees according to the hiring goals established in Attachment 1 – Hiring Goal of the Compliance Agreement. If the Covered Employer can demonstrate that there are not sufficient qualified Indian candidates to meet this requirement, TERO will confirm by email to waive this obligation. Any waiver will be narrowly construed and should not be taken to grant an on-going waiver of the Covered Employer's requirement to meet minimum numerical hiring goals.

2. Using Attachment I, Covered Employers will provide TERO with an accurate listing of all positions that will be used on a project or employed during the year, (that includes core crew members) and the number of employees required for each craft. These positions will be negotiated for, as well as any Core Crew requests, and Wage Rates are required.

3. For contracted projects (if applicable): Prime Contractors will be responsible for an overall hiring goal for this project. The overall hiring goal will be established in section II of Attachment I – Hiring Goals. The overall goal is based on the total hours worked by all contractors involved in the project. The Prime will make up any 0 hours to meet the overall goal of the project.

4. Covered Employers with collective bargaining agreements with one or more unions are responsible for informing such unions of the Ordinance, its rules and regulations, and this Compliance Agreement. The Covered Employer will obtain a written agreement from each union stating that the union will comply with Indian preference laws and the rules, regulations, and guidelines of the Klamath Tribes. Temporary work permits will be granted to Indians who do not wish to join a union.

5. A TERO Worker Request form, Attachment III, will be used by the Covered Employer when requesting workers.

6. The Covered Employer must make every effort to place a job order with the TERO program at least 48 business hours prior to needing a TERO referral.

    a. TERO referrals must be requested from TERO in a timely manner to satisfy the Covered Employer's new hire process.

G. Indian Preference in Contracting

Covered Employers shall give preference to Indian Owned Businesses (IOBs) in the award of contracts or subcontracts to the extent permitted by applicable law. IOBs must be certified by the TERO Program Manager to be included in TERO's IOBs Directory and to obtain Indian Preference in contract bids where a majority of the work will occur within the boundaries of the Reservation.

H. Point of Contact

1. The points of contact for the TERO Program are as follows:

   ***Management**:* Joshua S. DeLorme, *TERO Director*
   Office: 541 - 783 - 2219 ext. 162, Mobile: 541 - 591 - 2446
   Email: Joshua.delorme@klamathtribes.com

   ***Compliance/Enforcement**:* Inez Heglund, *TERO Compliance Officer*
   Office: 541 - 783 - 2219 ext. 283, Mobile: 541 - 591 - 1187
   Email: inez.heglund@klamathtribes.com

   ***Main Office Contact**:* Ruby Campagna, *TERO Office Manager*
   Office: 541 - 783 - 2219 ext. 149
   Email: Ruby.Campagna@klamathtribes.com

   TERO All Staff:
   Email: TERO@klamathtribes.com

2. Covered Employer must submit a list of relevant staff with the completed Compliance Agreement. Relevant staff includes, but are not limited to, the main office receptionist and on-site manager/supervisor.

I. Attachments

The following Attachments are incorporated as part of this Agreement:

☐ Attachment I *(Hiring Goals)*

☐ Attachment II *(Fee/Fee Calculation)*

☐ Attachment III *(Worker Request)*

Any additional attachments must include the signature of authorized representatives of both parties to be incorporated in this Agreement.

J. Incorporation of Tribal Law and Regulations

The Tribal Employment Rights Ordinance, Title 6 of Chapter 40 of the Klamath Tribal Code, is incorporated into this Agreement to the greatest extent applicable.

K. Amendments and Modifications

This agreement may only be modified in writing and with the signatures of authorized representatives of the TERO and the Covered Employer.

L. Covered Employer Compliance Agreement Approval

I have read and understand the terms, conditions, and requirements as set forth in this Compliance Agreement. I understand that a compliance agreement is required even if there is no set hiring goal to ensure continued compliance with the Tribal Employment Rights Ordinance and monitoring by the TERO Program. I certify that I have the full authority to sign on behalf of

_____.

_____	_____
Covered Employer Representative (Print)	Title
_____	_____
Covered Employer Representative (Signature)	Date

M. TERO Compliance Agreement Approval

On behalf of the KT TERO Program, I have reviewed this compliance agreement and certify that the Covered Employer has submitted the required documentation. The contractor has been approved to commence work on the Reservation.

_____	_____
TERO Representative (Print)	Title
_____	_____
TERO Representative (Signature)	Date

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Attachment I – *Hiring Goals*

Section I – Covered Employer Positions

Project Name: _____

Name of Employer: _____

Indicate the total number of positions in each classification, and the number of core crew positions and positions filled by Indian Employees. To be considered core crew, employees must have been on the company payroll for at least six months. To be considered an Indian Employee, the employee must be an enrolled member of a federally recognized tribe. If applicable, hourly rates should reflect Davis Bacon wages.

Job Classification/ Name of Position	Estimated Start Date	Total # of Positions	# of Core Crew Positions	# of Positions Filled by Indian Employees	% of Indians in Position	Base Hourly Rate	Hourly Fringe Rate
					0%		
					0%		
					0%		
					0%		
					0%		
					0%		
					0%		
					0%		
					0%		
					0%		
					0%		
					0%		
Totals	**N/A**	0	0	0	0%	**N/A**	**N/A**

TERO reserves the right to negotiate for any positions listed above in order to meet the prescribed hiring goals. This attachment supplements the TERO Compliance Agreement in which the Contractor agrees to meet their obligation pursuant to the Tribal Employment Rights Ordinance.

Section II – Overall Project Hiring Goal *(If applicable)*

The Prime contractor shall be responsible for ensuring that an overall hiring goal of _____%, for the life of the _____ project will be met.

_____	_____
Covered Employer Representative (Print)	Title
_____	_____/_____/_____
Covered Employer Representative (Signature)	Date
_____	_____
TERO Representative (Print)	Title
_____	_____/_____/_____
TERO Representative (Signature)	Date

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Attachment II – *Fee/Fee Calculation*

■ Construction Contract Greater than $5,000
(*Construction Only)*

All construction projects in the sum of $5,000 or more, shall be assessed an Employments Rights Fee per the Fee rate structure found in the Tribal Employment Rights Ordinance.

i. **Project:** _____

ii. **Contractor:** _____

iii. **Total Amount of Contract:** _____

iv. **Effective Fee Rate(s):** 2% _____

v. **Employment Rights Fee Amount**: _____

vi. **Due Date or Payment Schedule:** _____

_____ _____
Contractor Representative (Print) Title

_____ _____/_____/_____
Contractor Representative (Signature) Date

_____ _____
TERO Representative (Print) Title

_____ _____/_____/_____
TERO Representative (Signature) Date