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

MOU COMPLIANCE AGREEMENT

Project Name: _____

Contractor/Subcontractor: _____

Address: _____

Contract Number: _____

Approximate Start Date: _____ **Duration:** _____

The Klamath Tribes, through the Tribal Employment Rights Office (TERO) program, and the State of Oregon Department of Transportation (ODOT) have executed a ***Memorandum of Understanding*** which applies Indian preference for employment and subcontracting opportunities within 65 miles of The Klamath Tribes Reservation boundary. The prime contractor (Contractor) and its subcontractors involved in any project within the MOU boundary will negotiate with the TERO program representative to meet the goals prescribed on this project.

The Klamath Tribes TERO and _____ (contractor/subcontractor), through its representative (name and title) _____, Contact Person: _____, Phone Number: _____, E-mail: _____, have entered into an agreement as a result of their company being awarded a contract (or subcontract) for the _____ project and hereby agree to the following:

ARTICLE I – CONTRACTOR – agrees to comply with the provisions of the Klamath Tribes' Tribal Employment Rights Ordinance for the selection of American Indian employees and subcontractors. The Contractor will be responsible for relating these provisions to each of its subcontractors who are all subject to these hiring provisions; the Contractor will ensure that each subcontractor enter into a MOU Compliance Agreement with The Klamath Tribes TERO program prior to commencing work on the project.

ARTICLE II – EMPLOYMENT PRIORITY – Contractor/Subcontractor agrees to give first preference to Indians in hiring occurring on the project to which this Compliance Agreement applies, provided that such applicant meets the threshold requirements of the job for which Contractor/Subcontract is hiring. Contractor/Subcontractor further agrees to utilize to the greatest extent, TERO workers that are qualified, in the hiring of its employees for the duration of the project. Wages will be paid according to applicable laws. Monthly payroll reports will be submitted to the TERO program as required. Whenever the Contractor determines an Indian employee referred by TERO is not performing adequately the Employer shall notify TERO immediately about the problem. Contractor agrees not to terminate any Indian employee referred by TERO until a TERO representative has had an opportunity to provide counseling. If the situation is not remedied after counseling, TERO will refer another qualified worker.

Contractor/Subcontractor will apply Indian preference with respect to training, layoffs, and all other aspects of employment. Contractor/Subcontractor will give first preference in training and promotions to Indian employees and will not layoff any qualified Indian employee before any qualified non-Indian employee in the same role. Contractor/Subcontractor will make good faith efforts to give Indians in its employ every opportunity to retain employment. Use of adverse employment practices or failure to meet hiring goals, shall cause the Contractor to be subject to sanction(s). Such sanction(s) include: 1) immediate replacement with Indian workers, 2) back pay and/or reinstatement where applicable, 3) if flagrant violations in hiring and/or employment practices by an employer occur, a monetary fine, not to exceed $500.00 per violation, can be assessed.

Any form of harassment or discrimination directed towards TERO referrals by company employees on the project will not be tolerated. The TERO program will work with ODOT Civil Rights staff to investigate, frame charges, establish prima facie evidence, mediate and settle complaints associated with all forms of discrimination and/or harassment.

ARTICLE III – EMPLOYMENT GOALS – Contractor/Subcontract agrees to meet certain employment goals for each project set by the TERO program and ODOT representatives. Contractor/Subcontractor shall give full consideration to all qualified Indians referred by the TERO program and meet the prescribed number of TERO referrals according to the "Hiring Goals" established in **ATTACHMENT 1** (below). Contractor/Subcontractor must make every effort to place a job order with the TERO program one (1) week prior to needing a TERO referral. If after placing a job order with TERO, no qualified Indian workers are available, a waiver will be provided to Contractor/Subcontractor allowing them to hire from their own sources.

Contractor/Subcontractor's core crew are exempt from goal-setting. Core crew employees are those full time employed individuals necessary to satisfy Contractor/Subcontractor's reasonable needs for supervisory or specially experienced personnel to assure an efficient execution of the contract. Core crew employees must have been on the company payroll for at least six months to qualify as core crew. Indians already employed by Contractor/Subcontractor will be included in the core crew, regardless of job function. Any training opportunities on this project must be extended to Indians.

ARTICLE IV – COMPLIANCE FEE – The Federal Highway Administration allows for payment of this fee from the Prime Contractor to the TERO program, which must be paid prior to commencement of work on this project. The fee on each project is determined and published in the pre-bid document "Special Provisions" issued by ODOT and based on the MOU between the Tribe and State of Oregon.

ARTICLE V – PREFERENCE IN SUBCONTRACTING – If performing work on the Klamath Tribes Reservation, Contractor will give preference in subcontracting to Indian-owned business, as certified by the TERO. If performing work outside the boundaries of the Klamath Tribes Reservation, Contractor will consider any Indian-owned business that may be qualified as a Disadvantaged Business Enterprise, as defined in OAR 123-200-1100, for subcontracts.

_____	_____	_____
Contractor/Subcontractor Representative	Title	Date
_____	_____	_____
TERO Representative	Title	Date

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MOU COMPLIANCE AGREEMENT

ATTACHMENT 1 - *HIRING GOALS*

Project Name: _____

Contractor: _____

Hiring Goal Percentage: _____ **Estimated Duration on Job:** _____

Contractor Approval: _____ **Date:** _____

TERO reserves the right to negotiate for any positions listed above in order to meet the prescribed employment goals. This attachment supplements the TERO MOU Compliance Agreement in which the Employer agrees to meet their obligation pursuant to The Klamath Tribes Tribal Employment Rights Ordinance, Klamath Tribal Code Title 6 Chapter 40.

Positions by Trade Skill on Project	Projected Total Number	Number of TERO Workers	Percentage of TERO Workers	Hourly Wage

TERO Representative Approval: _____ **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):** _____

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