

# TOLOWA DEE-NI NATION

TRIBAL EMPLOYMENT RIGHTS OFFICE (TERO)

140 ROWDY CREEK ROAD

SMITH RIVER, CA \*95567\* (707) 487-9255

## TERO PERMIT APPLICATION



Employer Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, and Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone Number \_\_\_\_\_

Contract Number: \_\_\_\_\_ Amount of Contract \$ \_\_\_\_\_

Contracting with: Entity/Department: \_\_\_\_\_

THIS IS AN AGREEMENT BETWEEN TDN TERO AND EMPLOYER FOR CONDUCTING COMMERCE AND EMPLOYMENT ACTIVITY WITHIN THE SERVICE AREA OF THE TOLOWA DEE-NI NATION. BETWEEN THE TOLOWA DEE-NI NATION TRIBAL COUNCIL AND:

\_\_\_\_\_  
EMPLOYER.

Whereas, this agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_;  
between the Tolowa Dee-ni Nation TERO and;

\_\_\_\_\_  
(Employer).

**1. EMPLOYER:** We hereby agree to comply with the requirements and procedures for the selection of contractors, sub-contractors and recruitment of viable Indian applicants, through TERO.

TERO shall receive notice, in the form of copies of bid forms by awarded prime Employer seeking bids of all sub-contract work to be conducted within the Tolowa Dee-ni Nation. Notice shall be made reasonably in advance of any award, but not later than five (5) days in advance of an award. The above named employer understands that they are required to comply with the Tolowa Dee-ni Nation Tribal Councils TERO Ordinance adopted May 16, 2007. (Including all of the parameters regarding "Indian preference.")

2. **EMPLOYMENT PRIORITY:** Hiring preferences shall be as follows:

1. First preference shall be accorded to Indians living on or near Tolowa Dee-ni Nation and are from a federally recognized Tribe.
2. Second preference shall be accorded to Indians that are from a federally recognized Tribe.

For those claiming “Indian Preference” that are not Tolowa Dee-ni Nation Tribal Members, the burden of proof to show verification of their enrollment in a Federally Recognized Tribe is upon them.

A “non-Indian” will not be allowed to be recruited, until the TERO Skills Bank has been totally exhausted, or a job description presented to TERO by the Employer cannot be met through the Skills Bank. A “non-Indian” shall not be hired until the Employer has been issued a written waiver from TERO stating that there are no Native Americans available, therefore authorizing them to hire a “non-Indian” for that specific position. (The waiver does not authorize a “non-Indian” to transfer over to other positions that become available unless a new “waiver” has been obtained by the Employer from TERO.) An Employer failing to abide with the TERO Ordinance could be charged with alleged discrimination.

For purposes of this agreement, pre-employment standards are those directly job related, standards toward fairness and ability which express with a reasonable amount of job training could progress with reasonable further guidance and training. This provision would apply to those persons who at the time of application for employment, are not fully experienced for the available position, but does possess those threshold requirements and general potential for becoming qualified through reasonable training.

3. **PRE-EMPLOYMENT STANDARDS:** Employer may not use qualification criterion or other personnel requirements which serve as barriers to local Indians or Indian employment, except only where such criterion is a requirement by business necessity.

4. **DISCRIMINATION:** There shall be no discrimination in any aspect of employment related activity, equitability shall prevail; discrimination in the workplace on the basis of race, creed, color, age, sex, national origin or religion is totally unlawful.

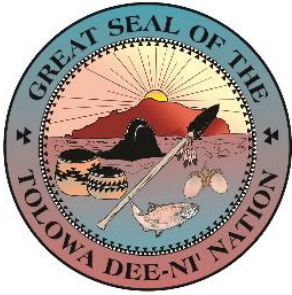
5. **TERO FEE:** The TERO fee is to be paid to the TERO by each Prime Contractor, and/or by each Employer operating on or near the Tolowa Dee-ni Nation service area or its contiguous lands. The fee shall be equivalent to two & one half percent (2.5%) of the total gross value of any contract performed within the Tolowa Dee-ni Nation service area.

***TERO FEE PAYMENT REMITTANCE:***

CONTRACTOR shall be solely liable for payments to Tolowa Dee-ni Nation (TDN) for any Tribal Employment Rights Ordinance (TERO) taxes and/or fees which may be applicable under terms and conditions of any agreement and TDN's TERO. The TERO fees will be paid by each prime contractor and will be withheld from each payment made, inclusive of all costs and expenses. Contractor may elect to prepay by making a Payment(s) made out to the Tolowa Dee-ni Nation TERO and mailed or delivered to the Tribal Office attention of the Fiscal Officer as follows:

Tolowa Dee-ni Nation TERO  
140 Rowdy Creek Road  
Smith River, CA 95567  
ATTN: Chief Financial Officer

6. ***COMPLIANCE INSPECTIONS:*** The TERO Officer or other designated Staff shall make periodic or site visitations for assurance to all involved parties that employment rules are adhered to.
7. ***MAINTAINING EMPLOYMENT RECORDS:*** Employer shall maintain accurate employment records on all employees and all applicants for employment; regardless of length and category or employment, hired, fired, or laid-off. The files shall reflect: name, address and employment category for which applicant performed or applied to perform. If applicant was contacted but not hired, hired and fired, all data should reflect action taken by that firm. Such informational records shall be made available to the TERO, upon reasonable notice.
8. ***ASSISTANCE:*** If an Employer deems that an Indian employee's performance is such that he or she is jeopardizing and endangering job loss, suspension, or termination, Employer may contact TERO to provide assistance toward resolving of that issue.
9. ***EMPLOYMENT POLICIES AND PROCEDURES:*** It is further understood that the Employer recognizes that its operations are taking place within a unique cultural setting on or near the Tolowa Dee-ni Nation. Accordingly, all firms in conjunction with the TDN TERO, consider seriously Tribal Holidays, and Ceremonial Customs; and to accommodate those Indian employees requesting certain leave of absences for religious purposes.
10. ***CURTAILMENT:*** Curtailment regarding Indian preference- Indians shall be the last employees to be laid off. This reference is made outside of core-crew positions; this is to say where Indians meet threshold requirements for a given position.



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**LABOR FORCE PROJECTION**

\_\_\_\_\_  
Prime Contractor and/or Sub-Contractor (Firm Name) Telephone

Name of Project: \_\_\_\_\_

Contract Number: \_\_\_\_\_

*\*This form must be completed and filed with the TERO, by each Prime General Contractor and subsequent subcontractors. Attach additional sheets if necessary.*

1. Briefly describe the basic tasks and types of work to be performed: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Please list types of skills and categories which will be required towards performing said contract:

1. \_\_\_\_\_ 7. \_\_\_\_\_

2. \_\_\_\_\_ 8. \_\_\_\_\_


3. \_\_\_\_\_ 9. \_\_\_\_\_

4. \_\_\_\_\_ 10. \_\_\_\_\_

5. \_\_\_\_\_ 11. \_\_\_\_\_

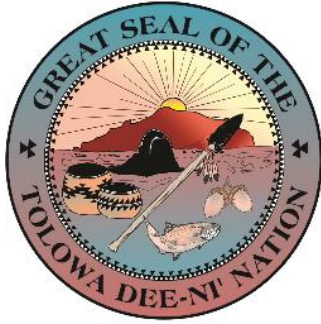
6. \_\_\_\_\_ 12. \_\_\_\_\_

3. Indian preference shall be accorded at every Tier Level. Please list the names and positions of your Core Crew. (Key Staff). (Core Crew members are the vitally needed Supervisors that you depend on every day). All other persons needed in conjunction with this job will go through the TDN TERO Skills Bank.

NAME	JOB TITLE
	

1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____
13. _____	_____
14. _____	_____
15. _____	_____

**Note:**  
*Please utilize as many sheets as necessary for explaining your on-site employment related projection)*



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## **ACKNOWLEDGEMENT FORM**

Even though by completing this application, this does not guarantee a TERO Permit will be awarded to the applicant.

Once a contractor/subcontractor has been awarded the job, this TERO Permit Application & Labor Force Projection Form must be filled out entirely by the contractor/subcontractor and returned to the TERO Department within five (5) business days upon receiving them before any commencement of work.

If applicable, the TERO Office will then refer to the “Skills Bank Forms” for any qualified applicants needed to fill any job openings that the awarded contractor/subcontractor may have for that contract.

For construction jobs: the TERO Director will locate and refer qualified Indians within 72 hours of the date & time of receiving the initial notice of available opening from the employer.

All other jobs: the TERO Director has 5 working days from the date of receipt from the initial notice of an available opening to locate and refer to qualified Indians.

By signing this document, I declare that I have examined this application and to the best of my knowledge and belief, it is true, correct, and complete.

**(APPLICATION WILL NOT BE VALID AND WILL BE DISQUALIFIED UNLESS SIGNED BY THE EMPLOYER AND THE TERO DIRECTOR).**

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*Contractor/Permittee Signature*

*Date*

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*TERO Director Signature*

*Date*