Hoopa Valley Tribal Council

TRIBAL EMPLOYMENT RIGHTS OFFICE

11860 State Hwy 96 / NF Bldg.. - PO Box 1467

Hoopa, CA 95546

Phone (530) 625-4211 ext. 162 - Fax (530) 625-4594

July 10, 2025

TO: ALL EMPLOYERS, CONTRACTORS AND SUB-CONTRACTORS

FROM: Penny L. Cordova, TERO Director

RE: COMPLYING WITH TRIBAL AND FEDERAL EMPLOYMENT LAWS

The Tribal Employment Rights Office (hereafter "TERO"), on the Hoopa Valley Indian Reservation, has been implemented to assist **employers, contractors, and/or sub-contractors (hereinafter called Employer)** towards meeting the required rules and regulations of the Hoopa Valley Tribal Council, also the employment laws of the U.S. Government.

TERO 01 Form: This form is an agreement between your firm and the Hoopa Valley Tribal Council allowing you and your company to conduct employment actively on the Hoopa Valley Indian Reservation and for providing equal employment opportunity. **PLEASE NOTE: A TERO 01 Form must be completed and approved for each contract your company is awarded and prior to commencing work on the Hoopa Valley Indian Reservaton.**

Skills Bank: The TERO Office maintains a Indian Skills Bank to assist **Employer** to meet the Indian Preference requirements of the Title 13 TERO Ordinmance, Amended October 5, 2023 of the Hoopa Valley Tribal Council. Please note under Section 13.7 Job Categories KEY Employees are **key employees (such as Foreman, Supervisors)** of the firm which have worked continuously for the firm for many seasons and who were not recently hired for this particular project. (Possessing records of past employment as proof in a supervisory capacity or ownership of the firm).

Recruitment of non-Indians shall not take place until the firm receives a written waiver notifying your company that TERO has no "qualified" Native Americans to perform that position or task. A waiver will only be issued for that position/task and the employee cannot be transferred to another position once that job is done.

By following the above procedures, you and your company can expect an uninterrupted trouble-free contact conclusion. Please return a completed TERO 01 form before commencing work on the Hoopa Indian Reservation via email and hard copy mailed to:

Penny L. Cordova
Tribal Employment Rights Office
PO Box 1467 •11860 State Hwy 96 / NF Building
Hoopa, CA 95546
Email: hvtero@gmail.com

TERO 01 FORM

Contractor/Employer's Name:_____
Mailing Address:_____
City, State & Zip Code:_____
Contact Person:_____ **Phone number:** (_____) _____
Email Address: _____

Contracting with Department/Entity and/or Private Party:_____
Contact Information for Dept/Entity/Private Party:_____

Amount of Contract: $_____ **(List Gross amount of contract)**

This is an agreement between **TERO** and **Employer** for conducting commerce and employment activity within the exterior boundaries of the Hoopa Valley Indian Reservation. Between the **Hoopa Valley Tribal Council** and **Employer Name:**_____

Whereas, this agreement is entered into this _____day of _____, 20_____ between 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 of all bid openings and copies of bid forms by awarded prime **Employer** seeking bids of all sub-contract work to be conducted on the Hoopa Valley Indian Reservation. Notice shall be made reasonably in advance of any award, but not later than (5) days advance in advance of a award.

   The above-named Employer understands that they are required to comply with the Hoopa Valley Tribal Council's Title 13 TERO Ordinance, Amended October 5, 2023. (all of the parameters regarding the "Indian Preference" as per Section 13.4).

2. EMPLOYMENT PRIORITY: Hiring preferences shallbe as follows per Section 13.4 and Section 13.4.1 through Section 13.4.6 of the Title 13 TERO Ordinance:
   a. First preference shall be accorded to Hoopa Tribal Members;
   b. Section preference shall be given to Indian Spouse(s) of Hoopa Tribal Members (Must be enrolled in a Federally Recognized Tribe and verified through TERO);
   c. Third preference shall be given to Other resident local Indians on the Hoopa Indian Reservation;
   d. Forth preference shall be given to Other Indians residing off the Hoopa Indian Reservation.

   For those claiming "Indian Preference" that are not Hoopa Tribal Members, the burden of proof to show verification of their enrollment in a Federally Recognized Tribe is upon them to TERO.

   A "non-Indian" will <u>not</u> be allowed to be recruited, until the TERO Skills Bank has been totally exhausted, or job description presented to TERO by the Employer cannot be met through the Skills Bank. (See Section 13.4 of the Title 13 TERO Ordinance.) A "non-Indian" shall <u>not</u> be hired until that Employer has been issued a written waiver from TERO stating that there are no qualified 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 to other positions that become vacant 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 the purposes of this agreement, pre-employment standards are those directly job related, standards toward fairness and ability which express with a reasonable amount of <u>job training</u> an individual would be capable of satisfactorily performing an entry level job; moreover, could progress with reasonable further guidance and training. This provision would apply to those persons who at the time of application for 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 a barrier to local Indians or Indian employment, except only where such criterion is a requirement by business necessity. However, Employer and/or Contractor/Sub-Contractor shall have the responsibility and burden to show that such a criterion or requirement is truly a business necessity. (Pursuant to B.F.O.Q., must be a Bonifide Occupational Qualification). Employer needs to provide job descriptions for each of the positions required to perform the duties for the contract.

4. **TRAINING: Employer** agrees that all local Indians and Indian employees will be adequately trained for the position for which they were hired. All Indian employees shall be evaluated and receive identical treatment as company/firm compensates other hires. **(See Section 13.8 of the TERO Ordinance)**.

5. **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.

6. **EMPLOYMENT GOALS:** (Entire issue depends on TERO Skills Bank)

   A. **Employer** agrees that 75% of all employees in its workforce shall be filled by local Indians as per Section 3.4 of Title 13 TERO Ordinance. At the end of one (1) year from the date of this agreement; this provision shall be reviewed and renegotiated if a contract extends past one (1) year.

   B. If **Employer** is unable to reach the 75% employment goal as set forth above (A), it shall have the burden of justifying the rejection of every Indian applicant for any positions which became available to substantiate that criterion utilized in the recruitment process toward validity and being relevant to tasks performed, specifically the precise good faith efforts which the **Employer** had taken for pursuing the required goal.

   C. Monthly Reports are required for monitoring purposes; the data is not only a TERO compliance issue, but coincides with federal employment statutes (EEOC-OFCCP). (Monthly R:eport Form attached and/or available at the TERO Office).

7. **TERO Tax Fee:** This TERO tax fee is to be paid to TERO by each **Prime Contractor/Employer** and/or by each **Employer** operating within the exterior boundaries of the Hoopa Valley Indian Reservation whose total contract(s) and/or annual gross revenues is $1,000 or more. The tax shall be equivalent to three percent (3%) of the total gross value of any contract performed within the Hoopa Indian Reservation or of the total annual gross revenues. (See Section 13.5 of the TERO Ordinance).

   Contract Term: In the even that an Employer or Contractor intends and desires to engage in a consentual contractual relationship with the Tribe or any of the Tribe's affiliated Tribal Departments and Entities, for Tribal projects on, near, or off Reservation, any contract or agreement shall incorporate a TERO fee term and the Employer or Contractor must provide explit consent to the inclusion of the TERO fee term within the contract. This TERO Fee term shall be equivalent to the three percent (3%) of the total gross value under the contract or of the total annual gross revenues. The TERO fee may be paid in incremental payments subject to the prior written approval of the Hoopa Valley Tribal Council, and shall be paid directly to the Hoopa Valley Tribal Council. The Hoopa Valley Tribal Council, in its sole discretion, reserves the right to waive the TERO fee terms to not less than one percent (1%) within this contract.

8. **100000COMPLIANCE INSPECTIONS:** The Director of TERO or staff shall make periodic or site visitations for assurance to all involved parties that employment rules are adhered to. (See Section 3.9 of the TERO Ordinance).

9. **MAINTENING EMPLOYMENT RECORDS: Employer** shall maintain accurate employment records on all employees and all applicants for employment; regardless of length and category of 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 Director of TERO, upon reasonable notice.

10. **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.

11. **UNIONS:**

a. Pursuant to congressional intent of the Indian Self-Determination and Education Assistance Act [P.L. 93-638) at Section 7(b)] Indian preference in employment and training shall prevail in all employment activity, within the boundaries of the Hoopa Valley Indian Reservation.
b. Therefore, **Employer** hereby agrees to request all involved affiliated firms, mirror Indian Preference priority, in all aspects of employment.

12. **EMPLOYMENT, POLITIES AND PROCEDURES:** It is further understood that Employer recognizes that its operations are taking place within a unique cultural setting of the Hoopa Valley Indian Reservatoin. Accordingly, all firms in conjunction with the Director of TERO, consider seriously Tribal Holidays, and ceremonial customs, and to accommodate those Indian employees requesting certain leave of absences for religious purposes.

13. **CURTAILMENT:** Curtailment regarding Indian preference, local Indians and 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.

14. **PRE-AWARD LABOR FORCE PROJECTION:**

_____

EMPLOYER (Prime Contractor and/or Sub-Contractor) Telephone Number

_____

Name of Project Contract Number

Indian Preference shall be required at every Tier Level. Please list the names and positions of your Key Staff. (Key staff is vitally needed Supervisors/Foreman that you depend on every day). All other positions listed/needed on this job will go through the TERO Skills Bank. See Sections 13.4 and Section 13.7 of the Hoopa Valley Tribal Council Title 13 TERO Ordinance, Amended October 5, 2023.

Please list types of Key Staff Positions who will be on the job site, Key Staff are the vitally needed Supervisors/Foreman who will be overseeing the project workers.

KEY STAFF NAME/TITLE	Contact Phone Number
1._____	_____
2._____	_____
3._____	_____
4._____	_____

List all other positions required to do the contract/project. If Certificates are required for specialty positions, please provide certificates of your employees listed for those positions:

POSITION / CERTIFICATE (Y/N)	POSITION / CERTIFICATE (Y/N)
1._____	7._____
2._____	8._____
3._____	9._____
4._____	10._____
5._____	11._____
6._____	12._____

Indian Preference shall be required at every Tier Level. TERO may request a copy of a job description of the positions listed in order to determine whether there are qualified Native Americans available to fill that position. If no qualified Native Americans available, then TERO will sign and note no qualified Native Americans available.

Please list all other positions needed on this job. These positions will go through the TERO Skills Bank. See Sections 13.4 and 13.7.1 of the Hoopa Valley Tribe's Title 13 TERO Ordinance, Amended October 5, 2023.

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

Please attach as many sheets necessary for expressing your on-site employment related projection. Also, if a job description may be requested to determine if there are qualified Native Americans available to file those positions.

15. DURATION: This agreement shall remain in effect for a period of one year from the date signed by TERO Director below. (This TERO 01 form is effective for this contract only and unless the contract is designated for a longer period of time over one year. Should you obtain a new contract, then you will be required to complete a new TERO 01 form for the new project.

DATED _____ SIGNATURE OF EMPLOYER _____

DATED _____ SIGNATURE OF TERO DIRECTOR _____

COMMENTS: _____