

FOR CONTRACT NO.: 01-493604
Project ID: 010020126

INFORMATION HANDOUT

AGREEMENTS

YUROK TRIBE

TRIBAL EMPLOYMENT RIGHTS ORDINANCE (TERO) REQUIREMENTS:

MEMORANDUM OF UNDERSTANDING (MOU)
ATTACHMENT A - TERO SPECIAL PROVISIONS
ATTACHMENT B - MEMO, TERO HIGHWAY CONSTRUCTION PERMIT (THCP)
APPLICATION, TERO LABOR FORCE PROJECTION FORM

ROUTE: 01-DN, HUM-101,169-Var. PM

**MEMORANDUM OF UNDERSTANDING
Tribal Employment Rights Ordinance**

Caltrans contract 01-499404 DN-101-4.4/12.6
Place Open Graded HMA Overlay

Caltrans contract 01-493604 DN, Hum-101,169-Var.
(Loc. 1, DN-101-12.64 and Loc. 4, Hum-169-29.83)
Replace Bridge Joint Seals

The Yurok Tribe (**Tribe**) and the State of California Department of Transportation (**Caltrans**), in order to coordinate and carry out their respective functions and duties regarding Indian Employment Preference on State highway construction projects on lands within the Yurok Tribe reservation, lands held in trust for the Yurok Tribe by the BIA or lands under the direct ownership of the Yurok Tribe (**Tribal Lands**), do hereby enter into this Memorandum of Understanding (**MOU**).

This **MOU** constitutes a guide to the respective intentions, obligations, and policies of the **Tribe** and **Caltrans** in entering into this agreement. It is not intended to be used as a sole basis for authorizing funding, nor is it a legally binding contract upon either party.

This MOU is limited to two Caltrans contracts:

Contract No. Project ID	Project County- Route-Postmile (if multiple locations, list affected here)	Work Description	Applicable Yurok THCP Postmiles from IRR Inventory	Applicable Yurok Reservation TERO Fee Postmiles
01-499404 0100000700	DN-101- 4.4/12.6	Open Graded HMA Overlay	DN-101- 4.4/8.76	DN-101- 4.4/8.76
01-493604 0100020126	DN, Hum- 101,169-Var. (Locations 1 and 4)	Bridge Joint Seals	Loc. 1, DN- 101-12.64, Wilson Ck. Br. Loc. 4, Hum- 169-29.83, Rock Chute Ck. Br.	Loc. 4, Hum- 169-29.83, Rock Chute Ck. Br.

I. INDIAN EMPLOYMENT PREFERENCE AND TERO FEE

A. Recitals

1. Section 122 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, Pub. L. 100-17, 23 USC ss. 140(d), recognizes the establishment of Indian Employment Preferences in the Federal Aid Highway Program.
2. The **Tribe** has enacted certain tribal employment rights policies included within the **Yurok Tribal Employment Rights Ordinance**, amended

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2/9/2005, establishing a tribal employment rights function and mandating Indian Employment Preferences on State construction projects and in other forms of employment within the Reservation.

3. The parties hereto recognize that Caltrans shall employ the services of one or more independent contractors in order to accomplish all or some of the activities necessary for State highway construction on **Tribal Lands**.
4. **Caltrans** and the **Tribe** desire to promote Indian employment by
 - a) applying Indian Employment Preferences to the State's contractors for highway work conducted on tribal lands or on any State highway included in the **Tribe's** Indian Reservation Road (IRR) Inventory when a portion of the project is on Tribal Lands, and
 - b) establishing a mechanism to ensure that the **Tribe** receives TERO Fees for the portion of the project that is on **Tribal Lands**.
5. The parties desire to clarify the rights and obligations of the **Tribe**, **Caltrans**, and prospective bidders and contractors who may perform work on **Tribal Lands** for State highway construction contracts.

B. Statement Of Intent

1. **Caltrans** shall inform prospective bidders of the Tribal, State, and Federal laws with respect to Indian Employment Preferences, training, and subcontracting by inserting provisions (Attachment A) in its information to prospective bidders. These provisions shall become part of the State highway construction contract. The provisions shall require
 - a) submittal of TERO Highway Contract Permit (THCP) to Tribe within 5 days after Contract Approval
 - b) a 45-day delayed start to allow for Contractor submittals to and from Tribe and Contractor submittal of completed THCP to Engineer

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2. **Caltrans** shall not allow the contractor to begin work until the contractor has obtained, from the **Tribe**, a TERO Highway Contract Permit (Attachment B) from The TERO officer of the **Tribe**.
3. The TERO Officer of the **Tribe** shall work with Caltrans and Caltrans' contractor to process the TCHP in a timely manner and ensure that there is no delay in either beginning work or in providing qualified candidates to meet the contractor's personnel needs. The Tribe shall return the completed THCP to the contractor within 30 days of receiving the application.
4. Immediately after Contract Acceptance, **Caltrans** shall provide the TERO officer of the Tribe with all documentation necessary for the Tribe to properly invoice Caltrans for the TERO fee. The **Tribe** shall invoice **Caltrans** for the TERO Fee, 3% of the award amount, within 15 days after issuing the THCP. Upon receipt of an invoice for the TERO Fee, Caltrans shall forward the invoice to Accounting within 7 days and make prompt payment of the TERO fee to the Tribe.
5. **Caltrans** and the **Tribe** shall make a reasonable effort to conduct joint investigations and share information. Nothing in this **MOU** shall be construed to restrict the authority of the **Tribe**, either to initiate enforcement actions in the Tribal Court or to amend Tribal laws.

II. TERO PROVISIONS – Pertaining to Contracted State Highway Work

Listed below are the provisions from the Yurok TERO Ordinance that pertain to State Highway Work.

**Yurok Tribe
Tribal Employment Rights Ordinance
Approved: October 22, 2003
Amended: June 9, 2005**

SECTION 2. DEFINITIONS

2.4 "CORE EMPLOYEE" means an employee who performs an essential job function and has been identified as an employee who is vital to the success of the endeavor. (Core Employees should be identified in coordination with the TERO Office and employer possesses records of past employment as a supervisor or foreman).

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2.7 "EMPLOYEE" means any non-supervisory employee in a non-managerial position working on the Yurok Indian Reservation or its contiguous lands.

2.12 "INDIAN PREFERENCE" means the policy of extending preference in employment or training opportunities to Yurok Tribal Members and other Indians, regardless of tribal affiliation, over non-Indians; ~~as well as the policy of extending preference in contracting opportunities to Yurok Tribal businesses or firms and Indian-owned businesses or firms, regardless of tribal affiliation, over non-Indian firms.~~

2.16 "QUALIFIED INDIAN" means an Indian who meets the requirements for a position as determined by the job requirements, the minimum qualifications statements for the position, and, for internal tribal hiring only, the final interview process.

No employer may utilize any employment criteria not legitimately-related to the performance of the position.

SECTION 5. APPLICABILITY AND COVERAGE

5.1 Applicability

Unless specifically prohibited by federal or Yurok Tribal law, this Ordinance shall apply to all employers, including but not limited to: the Tribal Council, (its programs, departments, entities, or enterprises); private employers; and independent contractors and subcontractors, including those performing work for the Council, the State of California, or the United States. All employers shall extend an employment preference to qualified Indians, as provided in Section 5.4, in all aspects of employment, including but not limited to recruitment, hiring, promotion, lateral transfers, retentions, training, ~~contracting, and subcontracting.~~ No employer may recruit, hire, or otherwise employ any non-Indian for any employment position covered by this Ordinance, unless and until the TERO Officer has furnished written notice to such employer that no qualified Indians are available for such position.

5.2 Covered Positions

The Yurok Tribe Indian Employment Preference Policy, Section 5.4, shall apply to every job classification, skill area, or craft recognized or utilized by an employer, including administrative, supervisory, and professional classifications.

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5.3 Qualified Indians and Employment Criteria

An Indian shall be deemed qualified for employment in a position **if** he/she meets the minimum requirements for such position. Any qualified Indian shall be afforded the preference to which he/she is entitled under Section 5.4 of this Ordinance. No employer may utilize any employment criteria that is not legitimately related to the performance of the position; and that has not been approved by the Yurok TERO Officer.

5.4 Eligible Indians

(A)ll enrolled members of federally-recognized Indian tribes, whether Yurok Tribal members or not, are eligible for employment equally.

SECTION 6. IMPLEMENTATION OF SPECIFIC INDIAN PREFERENCE REQUIREMENTS

6.1 Employers, Contractors, and Subcontractors

The requirements set forth in this Ordinance are binding on all employers, contractors, and subcontractors and will be considered a part of all resulting subcontract specifications. The employer bears the primary responsibility for compliance with the requirements of this Ordinance, and for ensuring that all contractors and subcontractors similarly comply.

All employers, contractors, and subcontractors shall be subject to the penalties provided herein for non-compliance with the terms and requirements of this Ordinance. All employers, contractors and subcontractors shall include in their contracts clauses acknowledging the equal opportunity and Indian preference requirements contained in this Ordinance.

6.2 Goals and Timetables for Indian Employment

The TERO Officer will consult with individual employers engaged in commerce on, ~~or near,~~ the Yurok Reservation to establish the minimum number of qualified Tribal members and qualified Indians to be employed by each employer.

Goals will be established for all job classifications and skill areas, and will include administrative, supervisory, and professional categories. The goals set will be expressed as:

- 6.2.1** Project hours of Tribal Members and Indian employment as a percentage of the total project hours worked by the regular work force for each specific job classification, skill level, or category.

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6.2.2 Numerical goals based on surveys of the available Tribal member and Indian labor forces and projections of employment opportunities for each specific job classification, skill level, or category.

6.3 Training

Indian preference requirements under this Ordinance include a mandate for hiring tribal members and Indian trainees or apprentices according to the usual practice of the occupation or trade.

6.4 Tribal Skills Bank and Referral Process

No employer may hire non-tribal members until a reasonable time for referral, as defined in this subsection, has elapsed or the TERO Office has certified, in writing, that no qualified Tribal members or other qualified Indians are available to fill particular job openings.

"Reasonable time for referral" for purposes of this Ordinance means:

(a) For construction jobs: the TERO Officer will locate and refer qualified Tribal members within 72 hours of the date and time of receiving the initial notice of available opening from the employer.

Employers found to be in violation of this Subsection will be subject to the penalties defined in Section 12 of this Ordinance and may further be required to remove any employees so hired.

6.10 Layoffs or Reductions in Workforce

6.10.1 Termination of Yurok Tribal Members

6.10.2 Termination of Indians

No worker who is an Indian will be terminated due to a reduction in workforce if a non-Indian worker in the same job classification is still employed. If an employer lays off workers by crews, all qualified Indians must be transferred to other crews to be retained as long as non-Indians in the same job classification are employed elsewhere on the job site.

SECTION 10. DUE PROCESS AND HEARINGS

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10.1 Right to Hearings

An individual, employer, union, or the TERO Officer may request a hearing pursuant to either allegation(s) of a violation of this Ordinance; or that any rule, regulation, or order of the TERO Officer is believed to be erroneous or illegal.

10.2 Notice of Hearing

Whenever a hearing is requested by the TERO Officer, an individual, an employer, or a union, written notice thereof must be provided to all involved parties.

10.2.1 Said notice shall include:

- (a) The names of all parties to an action; and
- (b) Names of those not yet party to an action, whenever known; or whose identity as a potential party or parties would be discovered through the exercise of due diligence; and
- (c) The nature of the hearing; and
- (d) An express statement that the party or parties named have the right to be present at the hearing; and
- (e) An express statement that anyone named in the notice has the right to present testimony of witnesses or other evidence; and
- (f) An express statement that anyone named in the notice has the right to representation by counsel at their own expense; and
- (g) An express statement that the TERO Officer may be represented by General Counsel for the Yurok Tribe.

10.2.2 Notice shall be published in at least two newspapers of appropriate circulation. If the whereabouts of any party or parties is unknown, then:

- (a) Notice shall be posted in a public place within the Yurok Reservation for not less than ten (10) working days; and
- (b) Notice shall be kept on file in the tribal offices located in Eureka, Weitchpec, and Klamath, available upon request; and
- (c) Notice shall also be posted in the Eureka, Weitchpec, and Klamath tribal offices and therefore, available for public inspection.

10.3 TERO Office Complaint Procedure

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The TERO Officer may file a complaint on the basis of noncompliance with the requirements of this Ordinance by an employer, contractor, subcontractor, or union

The TERO Officer may first attempt to resolve the matter informally, but if that is not possible or futile, the TERO Officer may request a hearing pursuant to subsection 10.1 of this Ordinance.

10.4 Individual Complaint Procedure

10.4.1 An individual may file a complaint with the TERO Office regarding any alleged violation on the part of an employer, contractor, subcontractor, or union. To substantiate a verbally-delivered complaint, the TERO Officer must request that the complainant submit the complaint in writing.

10.4.2 Upon receipt of a written complaint, the TERO Officer has an affirmative duty to investigate the allegations. Both the party or parties named as violators and the complainant will receive written notice stating that an investigation will be conducted and setting forth with specificity the factual basis for the complaint.

10.4.3 Once the investigation is complete, the TERO Officer will issue a written finding either sustaining or not sustaining the alleged violation(s). If the allegations are not sustained, the complaint shall be dismissed and written notice provided to all involved parties within ten (10) business days of the date of the finding. If the allegations are sustained, the TERO Officer shall issue written notice within ten (10) business days of the date of the finding to all involved parties.

10.4.4 If an allegation of a TERO violation is sustained, the TERO Officer will then request to meet informally with both the complainant and TERO violator in an attempt to resolve the issue.

The request for a meeting can be made either in writing or telephonically. If telephonic, a log shall be kept at the Yurok TERO containing the date, time, and content of the conversation.

10.4.5 If the matter cannot be resolved informally, either the parties or TERO Officer may request a hearing pursuant to Subsection 10.1.

10.4.6 Any employer, contractor, subcontractor, or union that takes retaliatory action against a Yurok tribal member or other Indian employee who has utilized this complaint procedure, or who asserts any rights under this Ordinance, will be subject to the penalties provided in section 12 of this Ordinance.

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10.5 Complaint by an Employer or Union

10.5.1 Any employer or union may file a complaint with the Yurok Tribal Council alleging that a provision of this Ordinance, or any rule, regulation, or order of the TERO Office is illegal, erroneous, and/or erroneously applied.

10.5.2 Any such complaint must be in writing, and addressed to both the Tribal Council and TERO Officer. The complaint must specify, in detail, the basis for the complaint.

10.5.3 Upon receipt of the complaint, the Tribal Council, or its designee, shall schedule a hearing on the merits. To prevail at the hearing, the employer or union must establish prove their allegations by a preponderance of the evidence. Following the hearing, the Council must rule whether the allegation(s) is/are sustained or not sustained. The finding shall be forwarded within ten (10) business days of the date of the decision to all involved parties, along with notice of the right to appeal the decision of the Council to the Yurok Tribal Court.

10.6 Investigations

The TERO Officer and/or any field compliance officer designated by the Council may conduct such private or public investigations within the jurisdiction of this Ordinance, to determine the facts or the instances of alleged violations of this Ordinance. The TERO Officer and/or field compliance officer may enter the place of business or employment of any employer to conduct such investigations during regular business hours.

Investigations can include, but are not limited to: taking statements of workers on site or at the Yurok Tribal headquarters, whether by hand or recording device; taking photographs or video recordings of work areas and workers on any given site; ~~requesting certified payroll records, proof of liability and workmen's compensation insurance, and any other regularly kept business records relating to employee attendance and activity;~~ making more than one site visit per day; taking statements, whether by hand or via a recording device, of community members having information about an employer's practices that formed the basis of a written complaint; and interviewing record-keeping staff of any respective employer.

10.7 Hearing Procedures

The following procedures will apply all hearings:

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10.7.1 All parties may present testimony of witnesses and other evidence; and may be represented by counsel at their own expense.

10.7.2 The Tribal Councilor TERO Officer, may receive advice and assistance from the Yurok Tribe's in house legal counsel. Outside counsel, when deemed necessary by the Council, may also be consulted.

10.7.3 The hearing shall be governed by the rules of practice and procedure adopted by the Council. The Council shall not be bound by technical rules of evidence while conducting hearings, and no informality in any proceeding, including the manner of taking testimony, shall invalidate any order, decision, rule or regulation made, approved, or confirmed by the Council.

10.7.4 Depending on the type of hearing, the following person(s) may preside: The Chair or Vice Chair of the Tribal Councilor a hearing officer appointed by the Tribal Council.

10.7.5 Any finding sustaining an allegation of violation by any party defendant must be supported by a preponderance of the evidence.

10.7.6 At the close of the hearing, the Council may take immediate action or take the matter under advisement and render a decision on a later date. If rendering of a decision is postponed, all parties shall be so notified, on the record, prior to adjourning the hearing session. If possible, a date by which a final decision will be rendered shall also be provided to all parties.

10.7.7 Any decision by a hearing officer, or hearing body, must be issued in writing, and submitted no more than thirty (30) days after the date of the conclusion of the hearing. It shall be served on all parties via certified mail, return-receipt requested, or in person. If service is accomplished in person, proof of receipt shall be achieved by having the recipient place their signature in a logbook bearing a brief description of the document(s) received. The logbook shall be kept at the Tribal headquarters in Klamath, California.

10.7.8 Official transcripts shall be made of every hearing conducted. Said transcript(s) shall be made available to any party wishing to appeal the decision of the Tribal Councilor its designee for a fee of two-hundred-fifty-five dollars U.S. (\$250.00 U.S.). From time-to-time, this fee shall be adjusted without prior notice to account for increased market costs and inflation. Should the Yurok Tribal

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Council contract transcription services outside the Tribal facility, the rate shall be the market rate for that particular service provider. In the event the appellant is the TERO Officer and/or his/her designee, the fee for the transcript shall be waived unless the transcript is provided by a contract transcription services provider.

10.8 Appeals

10.8.1 Accurate records of all testimony, evidence, and other matters material to the issue on appeal presented at evidentiary hearings conducted by the Councilor its designee.

10.8.2 Any final order of the Tribal Council may be appealed to the Yurok Tribal Court. On appeal, the case will be tried de novo.

10.8.3 The Notice of Appeal must:

- (a) Be filed, in writing, at the TERO Office within fifteen (15) days after the date of entry of the final order.
- (b) Identify the order and set forth the grounds upon which the request for a reversal or modification is sought.

10.8.4 Compliance with any order, which is the subject of a timely appeal, will be held in abeyance pending a decision on the matter by the Tribal Court. If an order under appeal is modified or set aside by the Tribal Court, the decision of the Tribal Court will be sent via certified mail, return-receipt requested, to all parties. Any amendments to this Ordinance ordered as a result of an appeal to the Tribal Court will be sent via certified mail, return-receipt requested, to employers, federal and state agencies, and other interested parties; and will be posted in public places on the Yurok Reservation.

10.9 Confidentiality

10.9.1 All information collected pursuant to an investigation authorized under this Ordinance shall be kept confidential.

Portions of hearings that involve the use or disclosure of confidential documents such as employee records shall be closed to the public, and files containing such confidential information shall be sealed. Such confidential information may only be obtained pursuant to a Tribal Court order following a hearing on an affidavit proving the necessity of disclosure.

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10.9.2 Any person whose confidential information is sought shall be given sufficient notice in advance of disclosing such confidential information, so that the person may object to the disclosure.

SECTION 12. REPORTING AND ON-SITE INSPECTIONS

Each employer, as part of their compliance activity, shall submit monthly reports to the TERO Office, on a form provided by the TERO Officer, indicating the number of employees - including a separate tally of Indians - on its workforce; monthly hires and terminations and/or lay-offs; and other information as may be identified on the form.

An employer who fails to submit monthly reports shall be subject to sanctions.

The TERO Officer will have the authority to make on-site inspections during regular working hours in order to monitor compliance with this Ordinance, and any other rules, regulations, and/or order of the TERO Officer or Council. The TERO Officer or designated field compliance investigator has the right to inspect and copy all relevant records of any employer, signatory union, contractor, or subcontractor, to interview or speak to workers and otherwise conduct investigations on the job site. All information collected will be kept confidential unless or until disclosure is required during a hearing or appeal as provided in section 10.7.

SECTION 13. PENALTIES FOR VIOLATIONS

Any employer, contractor, subcontractor, or union who violates this Ordinance or the rules, regulations, or orders promulgated by the TERO Officer or Council will be subject to the following penalties for such violation:

- (a) Denial of the right to begin or continue business or commerce, suspension of all operations; and/or prohibition from engaging in future operations (debarment) on, or within, the Yurok Reservation and its contiguous lands.
- (b) Payment of any back pay and damages to compensate any injured party.
- (c) Removal of any employees hired in violation of this Ordinance or the rules, regulations, and orders pertaining thereto.
- (d) An order requiring the employment, promotion, or training of qualified Tribal members, and other Indians who suffered economic injury as a direct result of the violation.
- (e) Imposition of monetary civil penalties and fines.
- (f) An order mandating changes in procedure or policies necessary to eliminate or correct the violation.

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(g) An order mandating any other provision deemed necessary by the TERO Officer, the Council, or the Tribal Court to alleviate, eliminate, or compensate for any violation.

The maximum penalty that may be imposed is \$500.00 for each occurrence. Every day during which a violation exists shall be deemed a separate occurrence.

SECTION 19. EXCLUSIVITY OF REMEDY

The procedures, remedies, and forums set forth in this Ordinance are the sole and exclusive procedures, remedies, and forums for addressing any grievances, claims, or causes of action brought by any person pursuant to this Ordinance.

The Tribe specifically does not consent to any grievances, claims, or causes of action other than those set forth in this Ordinance. By enacting this Ordinance, the Tribe is not creating any private causes of action.

This **MOU** may be amended by written agreement of the parties, or terminated by either party upon reasonable written notice. In the event of termination, unless otherwise mutually agreed by the parties, the provisions of this **MOU** will remain in force with respect to any contract covered hereunder which has already been awarded or for which contractor performance has already commenced.

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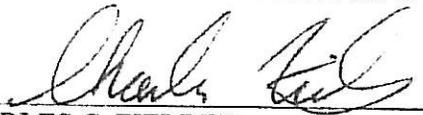
The parties hereto have agreed to the objectives, principles, and recitations cited in this document and have further approved this MOU for signature by their duly authorized representatives.

for the YUROK TRIBE

By: 
THOMAS O'ROURKE
Chairman, Yurok Tribe

Date: 2-18-11

for the CALIFORNIA DEPARTMENT OF TRANSPORTATION

By: 
CHARLES C. FIELDER
District Director, District 1

Date: 2/18/2011

ATTACHMENT A

Project-Specific Special Provisions For Yurok TERO 2011-02 MOU

SPECIAL NOTICE:

- This project includes Tribal Employment Rights Ordinance (TERO) requirements. See Section 4, "Beginning of Work, Time of Completion and Liquidated Damages," of these special provisions for TERO submittals required before starting work.

SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION, AND LIQUIDATED DAMAGES:

Use a 45-day delayed start after contract approval.

Submit a TERO Highway Construction Permit (THCP) Application, shown in "Supplemental Project Information" of the special provisions, to the Yurok Tribe within 5 days after contract approval. Submit a copy of the THCP application to the Engineer at the same time. Submit a completed THCP to the Engineer within 10 days after receipt from the Yurok Tribe.

Do not start work at the job site until the Engineer approves your submittal for:

Completed TERO Highway Construction Permit (THCP) from the Yurok Tribe.

5-1. SUPPLEMENTAL PROJECT INFORMATION

The Department makes the following supplemental project information available:

Supplemental Project Information

Means	Description
Included in the Information Handout	Yurok Tribe TERO Requirements Information Handout

INFORMATION HANDOUT

Yurok Tribe TERO Requirements Information Handout contains:

1. Signed one-time MOU between the Yurok Tribe and the State.
2. Attachment A project special provisions
3. Attachment B TERO Highway Construction Permit Application and TERO Pre-Construction Labor Force Projection Form.

ATTACHMENT B
TERO Highway Construction Permit (THCP)

YUROK TRIBE
TRIBAL EMPLOYMENT RIGHTS OFFICE
MEMORANDUM ON COMPLYING WITH TRIBAL AND FEDERAL EMPLOYMENT LAWS



The Tribal Employment Rights Office (TERO), on the Yurok Indian Reservation, has been implemented to assist employers, contractors, and/or subcontractors towards meeting the required rules and regulations of the Yurok Tribal Council, and the employment laws of the U.S. Government.

TERO HIGHWAY CONSTRUCTION PERMIT APPLICATION (THCP)

1. State Contractor (Employer) shall file a Yurok TERO Labor Force Projection Form with the TERO office for themselves and all subcontractors (Employer) listed on State contract bid form within five (5) days after contract approval.

2. If available, qualified Indians must be hired in preference to non-Indians. Employer shall neither recruit nor hire any non-Indians for any covered position until the Yurok TERO has provided written notice that no qualified Indians are available to fill such covered position. Covered positions are defined in the Yurok TERO Policy. Each waiver issued is only for that particular position/task and the employee cannot be transferred to another position once that job is done.

3. The Yurok TERO maintains a Indian Skills-Bank to assist Employers to meet the Indian Preference requirements of the TERO Policy of the Yurok Tribe. Please note: "Core Crew" is key employees of the firm who 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 as a supervisor or foreman).

PLEASE RETURN COMPLETED LABOR FORCE PROJECTION FORMS TO:

Jennifer Elk, TERO Officer

Yurok Tribe

190 Klamath Blvd.

Klamath, CA 95548

(707) 482-1350

ATTACHMENT B
TERO Highway Construction Permit (THCP)

**YUOK TRIBE
TRIBAL EMPLOYMENT RIGHTS OFFICE
LABOR FORCE PROJECTION FORM**



Prime employer and all subcontractors are required to submit the following information to the TERO:

Employer/Supplier Name:	_____
Mailing Address:	_____
City, State, and Zip Code:	_____
Phone Number	_____
Cell #	_____
Contact:	_____
Contract Number:	_____
Amount of Contract:	_____ \$ _____
Contracting With:	_____

THIS IS AN AGREEMENT BETWEEN *THE YUOK TRIBE* AND EMPLOYER FOR CONDUCTING EMPLOYMENT ACTIVITY WITHIN THE EXTERIOR BOUNDARIES OF THE YUOK INDIAN RESERVATION AND YUOK TRIBAL "Lands".

EMPLOYER hereby agrees to comply with the requirements and procedures for the 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 on the Yurok Indian Reservation. Notice shall be made reasonably in advance of contract approval, but not later than five (5) days after approval.

The above named employer understands that they are required to comply with the portions of the Yurok Tribal Councils TERO Ordinance (adopted October 22, 2003) listed in the Yurok Tribe/Caltrans TERO MOU (dated 2/18/2011).

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.

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 Officer, upon reasonable notice.

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.

EMPLOYMENT POLICIES AND PROCEDURES: It is further understood that Employer recognizes that its operations are taking place within a unique cultural setting on the Yurok Indian Reservation. Accordingly, all firms in conjunction with the TERO Officer should consider seriously Tribal Holidays and ceremonial customs; and to accommodate those Indian employees requesting certain leave of absences for religious purposes.

****This form must be completed and filed with the TERO. Attach additional sheets if necessary.***

Briefly describe the basic tasks and types of work to be performed:

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.

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 on this job will go through the TERO Skills Bank.

NAME	JOB TITLE
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	
13.	
14.	
15.	
16.	

Note:

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