

Oneida Tribe of Indians of Wisconsin



Oneidas bringing several hundred bags of corn to Washington's starving army at Valley Forge, after the colonists had consistently refused to aid them.



UGWA DEMOLUM YATEHE
Because of the help of this Oneida Chief in cementing a friendship between the six nations and the colony of Pennsylvania, a new nation, the United States was made possible.

BC Meeting Materials August 26, 2015

Open Session

CERTIFICATION

I, the undersigned, as Secretary of the Oneida Business Committee, hereby certify that the following 271 pages are the Open Session meeting materials presented at a meeting duly called, noticed and held on the 26th day of AUGUST, 2015.

A handwritten signature in blue ink that reads "Lisa Summers". The signature is written in a cursive style.

Lisa Summers, Tribal Secretary
Oneida Business Committee



Oneida Business Committee

Executive Session

9:00 a.m. Tuesday, August 25, 2015

Executive Conference Room, 2nd floor, Norbert Hill Center

Regular Meeting

9:00 a.m. Wednesday, August 26, 2015

BC Conference Room, 2nd floor, Norbert Hill Center

Agenda

To get a copy of the agenda, go to: <http://oneida-nsn.gov/>

- I. Call to Order and Roll Call**
- II. Opening**
- III. Adopt the agenda**
- IV. Oaths of Office**
 - A. Oneida Land Commission** – Amelia Cornelius, Racquel Hill , and Jay Rasmussen
 - B. Oneida Land Claims** – Jay Rasmussen
 - C. Oneida Nation Commission on Aging** – Carol Elm, Lois Powless, and Patricia Lassila
 - D. Oneida Election Board** – Racquel Hill, Vicki Cornelius, and Sunshine Wheelock
 - E. Oneida Gaming Commission** – Reynold Danforth
 - F. Oneida Trust/Enrollment Committee** – Debra Powless, Carole Liggins, and Tracy Metoxen
 - G. Oneida School Board-At-Large** – Fred Muscavitch and Melinda K. Danforth
 - H. Oneida School Board-Parent** – Todd Hill and Debra Danforth
- V. Minutes**
 - A. Approve August 12, 2015 regular meeting minutes**
 - B. Approve August 17, 2015 special meeting minutes**
- VI. Resolutions**
 - A. Adopt resolution titled Special Diabetes Program for Indians (SPDI) for CY2016 and beyond through CY2020**

Sponsor: Melinda J. Danforth, Tribal Vice-Chairwoman

- B. Adopt resolution titled No Trade Back for Cash for Fiscal Year 2016**
Sponsor: Trish King, Tribal Treasurer
- C. Adopt resolution titled Amending Resolution 09-29-14-A Supporting the Application for a U.S. Department of Energy Grant: Deployment of Clean Energy Efficiency Projects on Indian Lands Funding Opportunity Announcement #: DE-FOA-0001021**
Sponsor: Tehassi Hill, Councilman
- D. Adopt resolution titled Administrative Procedures Act Amendments Emergency Adoption Extension**
Sponsor: Brandon Stevens, Councilman

VII. Appointments (No Requested Action)

VIII. Standing Committees

A. Legislative Operating Committee

- 1. Accept Legislative Operating Committee meeting minutes of August 5, 2015**
Sponsor: Councilman Brandon Stevens, Chair

B. Finance Committee

- 1. Approve Finance Committee meeting minutes of August 21, 2015**
Sponsor: Treasurer Trish King, Chair

C. Community Development Planning Committee (This item is scheduled at 11:00 a.m.)

- 1. Receive Economic Development presentation and dialogue about recommendations**
Sponsor: Vice-Chairwoman Melinda J. Danforth, Chair

D. Quality of Life (No Requested Action)

IX. General Tribal Council

A. Petitioner Madelyn Genskow: Special GTC meeting to address six resolutions

- 1) Completed Scheduling General Tribal Council Meetings
- 2) Fee to Trust Process
- 3) In Progress Elder Services Means Testing
- 4) In Research Record Subcommittee Meetings
- 5) Governmental Services Chain of Command
- 6) Unclaimed Per Capita Payments

Sponsor: Lisa Summers, Tribal Secretary

Excerpt from July 8, 2015: Motion by David Jordan to defer the remaining legal and financial analyses to the second regular Business Committee meeting in August 2015, seconded by Brandon Stevens. Motion carried unanimously.

Excerpt from June 24, 2015: Motion by David Jordan to accept the legal analysis for resolution 1 of the petition, regarding GTC meetings, and note that the remaining analyses are due back at the July 8, 2015 regular Business Committee meeting, seconded by Tehassi Hill. Motion carried unanimously.

Excerpt from May 13, 2015: Motion by David Jordan to accept the legal analysis for resolution 2 of the petition, regarding Fee to Trust, seconded by Trish King. Motion carried unanimously.

Excerpt from April 22, 2015: Motion by Motion by Lisa Summers to accept the legislative analyses for Resolutions 1-6 and provide an additional 60 days for the Law and Finance offices to

complete their portions of the analyses, seconded by Jennifer Webster. Motion carried unanimously.

Excerpt from February 25, 2015: (1) Motion by Tehassi Hill to accept the verified petitions from Petitioner Madelyn Genskow: Request Special GTC meeting to address 6 resolutions seconded by Jennifer Webster. Motion carried unanimously. (2) Motion by Tehassi Hill to send the verified petitions to the Law, Finance, Legislative Reference and Direct Report offices for the legal, financial, legislative, and administrative analyses to be completed, seconded by Fawn Billie. Motion carried unanimously. (3) Motion by Jennifer Webster to direct Law Office, Finance, and Legislative Reference Offices to submit the analyses to the Secretary's office within 60 days and that a progress report be submitted in 45 days, seconded by Lisa Summers. Motion carried unanimously. (4) Motion by Lisa Summers to direct our Direct Report offices to submit appropriate administrative analyses to the Secretary's office within 30 days, seconded by Fawn Billie. Motion carried unanimously.

B. Petitioner Frank Cornelius: Special GTC meeting to address four resolutions

- 1) **Audit of OSGC**
- 2) **OSGC Return Money to Tribe**
- 3) **Freedom of the Press**
- 4) **Tax Oneida Business Committee for Failure to Dissolve OSGC**

Sponsor: Lisa Summers, Tribal Secretary

Excerpt from August 17, 2015: (1) Motion by Lisa Summers to take this item from the table, seconded by David Jordan. Motion carried unanimously. (2) Motion by Jennifer Webster to forward the four resolutions to the Legislative, Law, Finance offices for the appropriate analyses and for those analyses to be due at the September 9, 2015 regular Business Committee meeting, seconded by Lisa Summers. Motion carried unanimously. (3) Motion by Lisa Summers to request the Law Office provide a legal opinion about what occurs when a petition is submitted which does not have all the appropriate documentation that would go with the petition, seconded by Tehassi Hill. Motion carried with one abstention.

Excerpt from August 12, 2015: Motion by Lisa Summers to adjourn at 2:06 p.m. and to direct the Tribal Secretary to coordinate Business Committee special meeting date for the remainder of this agenda, seconded by Brandon Stevens. Motion carried unanimously.

Excerpt from July 22, 2015: Motion by Brandon Stevens to table this item to next regular Business Committee meeting, seconded by David Jordan. Motion carried unanimously.

Excerpt from July 8, 2015: Motion by Tehassi Hill to accept the update as information and defer this item to the July 22, 2015, regular Business Committee meeting as agreed upon by the Business Committee members and the petitioner, seconded by David Jordan. Motion carried unanimously.

Excerpt from June 24, 2015: Motion by Fawn Billie to defer this item to the next regular Business Committee meeting and direct the Secretary to work with the petitioner to find a solution to the concerns, seconded by Tehassi Hill. Motion carried unanimously.

Excerpt from May 27, 2015: Motion by David Jordan to direct the Secretary to reach out to Petitioner Frank Cornelius to request the four resolutions mentioned in the petition be submitted in 30 days, seconded by Lisa Summers. Motion carried unanimously.

Excerpt from May 13, 2015: (1) Motion by Trish King to acknowledge receipt of the petition submitted by Frank Cornelius, seconded by Fawn Billie. Motion carried unanimously. (2) Motion by Trish King to send the verified petition to the Law, Finance, Legislative Reference and Direct Report Offices for legal, financial, legislative and administrative analyses to be completed; to direct the Law, Finance and Legislative Offices to submit the analyses to the Secretary within 60 days and that a progress report is submitted in 45 days, seconded by David Jordan. Motion carried unanimously. (3) Motion by David Jordan to direct the Direct Report Offices to submit the appropriate administrative analyses to the Secretary within 30 days, seconded by Trish King. Motion carried unanimously.

X. Unfinished Business (No Requested Action)

XI. Tabled Business (No Requested Action)**XII. New Business****A. Accept Oneida Health Center No Show policy as information**

Sponsor: Debra Danforth, Division Director/Comprehensive Health

B. Approve the Oneida Golf Enterprise Remodel-Phase II CIP # 14-014 and activate \$235,000

Sponsor: Troy Parr, Asst. Development Division Director/Development

C. Approve limited waiver of sovereign immunity for Dentemax contract # 2014-0880

Sponsor: Debra Danforth, Division Director/Comprehensive Health

D. Approve limited waiver of sovereign immunity for Faronic Technologies USA contract # 2015-0779

Sponsor: Fawn Billie, Councilwoman

E. Approve limited waiver of sovereign immunity for rSchoolToday contract # 2015-0790

Sponsor: Fawn Billie, Councilwoman

F. Approve November 11, 2015 Business Committee meeting options or alternatives

Sponsor: Lisa Summers, Tribal Secretary

XIII. Travel**A. Travel Reports**

1. Councilman Brandon Stevens – Haskell Board of Regents Spring 2015 meeting – Lawrence, KS – May 6-9, 2015
2. Councilman Brandon Stevens – Board of Regents/Southwestern Indian Polytechnic Institute joint meeting – July 14-17, 2015
3. Chairwoman Tina Danforth – WEWIN Conference – Quapaw, OK – August 16-21, 2015

B. Travel Requests

1. Councilman Brandon Stevens – United Tribes 19th Annual Tribal Leaders Summit – Bismarck, ND – September 8-11, 2015

XIV. Reports (This section of the agenda is scheduled to at 1:30 p.m.)**A. Operational Reports****1. Governmental Services Division FY '15 3rd quarter report**

Sponsor: Don White, Division Director/Governmental Services Division

Excerpt from August 17, 2015: Motion by Jennifer Webster to defer the Governmental Services Division FY '15 3rd quarter report to the next regular Business Committee meeting, seconded by Brandon Stevens. Motion carried unanimously.

Excerpt from August 12, 2015: Motion by Lisa Summers to adjourn at 2:06 p.m. and to direct the Tribal Secretary to coordinate Business Committee special meeting date for the remainder of this agenda, seconded by Brandon Stevens. Motion carried unanimously.

B. Corporate Reports (No Requested Action)

C. Boards Committees and Commissions

1. **Oneida Nation Arts Board FY '15 3rd quarter report** – Nicolas Reynolds, Chairman
Liaison: Jennifer Webster, Councilwoman
Excerpt from August 17, 2015: Motion by Brandon Stevens to defer the Oneida Nation Arts Board FY '15 3rd quarter report to the next regular Business Committee meeting, and direct the Oneida Nation Arts Board liaison, Councilwoman Jennifer Webster, to follow up with the Board, seconded by Tehassi Hill. Motion carried unanimously.
Excerpt from July 22, 2015: Motion by Jennifer Webster to defer the rest of the agenda items to the next regularly scheduled Business Committee meeting, seconded by Brandon Stevens. Motion carried unanimously.
Excerpt from July 8, 2015: Motion by Fawn Billie to defer the Oneida Nation Arts Board FY '15 3rd quarter report to the next regular Business Committee meeting and direct the Oneida Nation Arts Board liaison, Councilwoman Jennifer Webster, to follow up with the Board, seconded by Tehassi Hill. Motion carried unanimously.
2. **School Board FY '15 3rd quarter report** – Debbie Danforth, Chairwoman
Liaison: Fawn Billie, Councilwoman
3. **Land Claims Commission FY '15 3rd quarter report** – Amelia Cornelius, Chairwoman
Liaison: Brandon Stevens, Councilman

XV. Executive Session (Federal Office of Domestic Violence staff meet-and-greet scheduled at 10:50 a.m. – 11:30 a.m. during Executive Session meeting)**A. Reports**

1. **Chief Counsel report** – Jo Anne House, Chief Counsel (*This item is scheduled at 3 p.m.*)
2. **Intergovernmental Affairs and Communications report** – Nathan King, Director/IGAC
3. **Chief Financial Officer report** – Larry Barton, Chief Financial Officer

B. Standing Items

1. **Land Claims Strategy**
Sponsor: Nathan King, Intergovernmental Affairs & Communications Director
2. **Goldwater suit – Indian Child Welfare case** (*No Requested Action*)
Sponsor: Nathan King, Intergovernmental Affairs & Communications Director

C. Audit Committee

- Sponsor: Councilman Tehassi Hill, Chair
1. **Accept Audit Committee meeting minutes of June 11, 2015**
 2. **Accept Audit Committee meeting minutes of August 13, 2015**
 3. **Accept Table Games Compliance audit and lift confidentiality requirement**
 4. **Accept Surveillance (All Tiers) Compliance audit and lift confidentiality requirement**
 5. **Accept Let it Ride Rules of Play audit and lift confidentiality requirement**
 6. **Accept Golf Enterprises Final Summary report and lift confidentiality requirement**

7. **Accept Land Management/Land Commission Real Estate Acquisition Function Final Summary Report, lift confidentiality requirement, and lift land acquisition moratorium**

D. Unfinished Business *(No Requested Action)*

E. Tabled Business *(No Requested Action)*

F. New Business

1. **Review complaint dated August 3, 2015**
Sponsor: Lisa Summers, Tribal Secretary

2. **Review concern dated August 18, 2015**
Sponsor: Lisa Summers, Tribal Secretary

XVI. Adjourn

Posted on the Tribe's official website, www.oneida-nsn.gov, at 2:00 p.m. Friday, August 21, 2015, pursuant to the Open Records and Open Meetings Law, section 7.17-1. For additional information, please call the Business Committee Support Office at (920) 869-4364.

The meeting packet of the open session materials for this meeting is available to Tribal members by going to the Members-Only section of the Tribe's official website at: www.oneida-nsn.gov/MembersOnly

For information about this meeting, please call the Business Committee Support Office at (920) 869-4364 or (800) 236-2214.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 08 / 26 / 15

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

Administer oath of office to all the elected Boards, Committees and Commission members that were elected on July 11, 2015.

3. Supporting Materials

Report Resolution Contract

Other:

1. 3.

2. 4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor: Kathleen M. Metoxen, Executive Tribal Clerk
Your Name, Title / Dept. or Tribal Member

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

Describe the purpose, background/history, and action requested:

The elections were held on July 11, 2015. There was a recount request on July 13, 2015, the recount was done on July 14, 2015 with the results staying the same. The results of the election were accepted and approved on the August 17, 2015 Special BC meeting. The following people:

Oneida Land Commission:

Amelia Cornelius

Racquel Hill

Jay Rasmussen

Oneida Land Claims Commission:

Jay Rasmussen

Oneida Nation Commission on Aging (ONCOA):

Carol Elm

Lois Powless

Patricia Lassila

Oneida Election Board:

Racquel Hill

Vicki Cornelius

Sunshine Wheelock

Oneida Gaming Commission:

Reynold Danforth

Oneida Trust/Enrollment Committee:

Debra Powless

Carole Liggins

Tracy Metoxen

Oneida School Board-at-large:

Fred Muscavitch

Melinda K. Danforth

Oneida School Board-parent

Todd Hill

Debra Danforth

- 1) Save a copy of this form for your records.
- 2) Print this form as a *.pdf OR print and scan this form in as *.pdf.
- 3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 08 / 26 / 15

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

[Empty text box]

Agenda Header: Minutes

Accept as Information only

Action - please describe:

Approve the August 12, 2015 regular meeting minutes

3. Supporting Materials

Report Resolution Contract

Other:

1. August 12, 2015 regular meeting minutes

3. [Empty text box]

2. [Empty text box]

4. [Empty text box]

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison: Lisa Summers, Tribal Secretary

Primary Requestor: _____
Your Name, Title / Dept. or Tribal Member

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.



Oneida Business Committee

Executive Session

9:00 a.m. Tuesday, August 11, 2015

Executive Conference Room, 2nd floor, Norbert Hill Center

Regular Meeting

9:00 a.m. Wednesday, August 12, 2015

BC Conference Room, 2nd floor, Norbert Hill Center

Minutes

EXECUTIVE SESSION

Present: Vice-Chairwoman Melinda J. Danforth, Treasurer Trish King, Secretary Lisa Summers, Council members: Fawn Billie, Tehassi Hill, David Jordan, Brandon Stevens, Jennifer Webster;

Not Present: ;

Arrived at: Chairwoman Tina Danforth at 1:30 p.m.;

Others present: Jo Anne House, Larry Barton, Pete King III, Nate King, Jim Bittorf, Art Harrington, Joe Nicks, Scott Dacey, Arlinda Locklear via phone;

REGULAR MEETING

Present: Chairwoman Tina Danforth, Treasurer Trish King, Secretary Lisa Summers, Council members: Fawn Billie, Tehassi Hill, David Jordan, Brandon Stevens, Jennifer Webster;

Not Present: Vice-Chairwoman Melinda J. Danforth;

Arrived at: ;

Others present: Matt J. Denny, Marsha Danforth, Lisa Liggins, Heather Heuer, Joyce Hoes, Nathan King, Chaz Wheelock, Frank Cornelius, Tom Danforth, Larry Barton, Jo Ann House, Chris Johns, Douglass McIntyre, Krystal John, Candice Skenandore, Don White, Susan House, Debra Powless, Trina Schuyler, Delia Smith, Luann Green, Danelle Wilson, Mike Debraska, Fawn Cottrell, Jessica Wallenfang, Anita Barber, Brian Doxtator, Mitzi Moon-Kopetsky, Kaylynn Gresham, Dianne McLester-Heim, Brad Graham, Bill Graham, Ed Delgado, Ravinder Vir, Raeann Skenandore, Madelyn Genskow, Nancy Dallas, Mark W. Powless, Arlene Danforth, Mark A. Powless, Geraldine Danforth, Michele Doxtator, Gabrielle Balbuena, Daril Peters, Michelle Danforth, Carole Liggins, Maryanne Close, Norbert Hill, Melanie Burkhart, Joanie Buckley, Chad Fuss, Louise Cornelius, Sharon Mousseau, Matt W. Denny, Artley Skenandore, Barb Truttman, Ralinda Ninham Lamberies, Lloyd Powless, Susan White, Linda Jenkins, Tracy Williams, Leah Dodge, Sandra Reveles, John Powless, Burdeena EndHunter, Yvonne Jourdan, Carol Elm, Sean Adams, Tamera VanSchyndel;

I. Call to Order and Roll Call by Chairwoman Tina Danforth at 9:03 a.m.

II. Opening by Councilman Tehassi Hill

A. Special Recognition for Years of Service

Sponsor: Geraldine Danforth, Area Manager/HRD

Special Recognition by Brandon Stevens of Charles John for 25 years of service.

III. Adopt the agenda

Motion by Trish King to adopt the agenda with one change (address agenda item XII.C Approve the draft FY 2016 Budget and resolutions to the September 21, 2015, GTC meeting to follow after agenda item

V.A. Approve July 22, 2015 regular meeting minutes), seconded by David Jordan. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Trish King, Brandon Stevens,
Lisa Summers, Jennifer Webster
Not Present: Melinda J. Danforth

IV. Oaths of Office

A. Oneida Nation Arts Board – Patricia Moore (*not present*)

Oath of Office for Patricia Moore will be rescheduled

V. Minutes

A. Approve July 22, 2015 regular meeting minutes

Motion by Jennifer Webster to approve minutes from the July 22, 2015 regular meeting, seconded by David Jordan. Motion carried with two abstentions:

Ayes: Fawn Billie, David Jordan, Trish King, Brandon Stevens, Jennifer Webster
Abstained: Tehassi Hill, Lisa Summers
Not Present: Melinda J. Danforth

VI. Resolutions

A. Adopt resolution titled Recognition of Dr. Cliff Abbott

Sponsor: Cristina Danforth, Tribal Chairwoman

Motion by Lisa Summers to adopt resolution 08-12-15-A Recognition of Dr. Clifford Abbott with the correction of “Cliff” to “Clifford”, seconded by David Jordan. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Trish King, Brandon Stevens,
Lisa Summers, Jennifer Webster
Not Present: Melinda J. Danforth

B. Adopt resolution titled Oneida Golf Enterprises for Thornberry Creek at Oneida Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law

Sponsor: Larry Barton, Chief Financial Officer

Motion by David Jordan to adopt resolution 08-12-15-B Oneida Golf Enterprises for Thornberry Creek at Oneida Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, resolution 08-12-15-C The Oneida Airport Hotel Corp. dba Radisson Hotel and Conference Center Green Bay Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, resolution 08-12-15-D Three Clans Airport d/b/a/ Wingate by Windham will be selling alcohol beverages in Accordance with Oneida Alcohol Beverage Licensing Law, resolution 08-12-15-E West Mason Street Casino Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, resolution 08-12-15-F Oneida Bingo and Casino Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, 08-12-15-G Oneida Retail Enterprise Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, 08-12-15-H Oneida Retail Enterprise Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, 08-12-15-I Oneida Retail Enterprise Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, 08-12-15-J Oneida Retail Enterprise Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, 08-12-15-K Oneida Retail Enterprise Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law with the correction to 08-12-15-C to read “Radisson Hotel and Conference Center” in place of “Radisson Inn”, seconded by Jennifer Webster. Motion carried with one abstention:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Trish King, Brandon Stevens,
Jennifer Webster
Abstained: Lisa Summers
Not Present: Melinda J. Danforth

C. Adopt resolution titled The Oneida Airport Hotel Corp. dba Radisson Inn Green Bay Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law

Sponsor: Larry Barton, Chief Financial Officer

Motion by David Jordan to adopt resolution 08-12-15-B Oneida Golf Enterprises for Thornberry Creek at Oneida Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, resolution 08-12-15-C The Oneida Airport Hotel Corp. dba Radisson Hotel and Conference Center Green Bay Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, resolution 08-12-15-D Three Clans Airport d/b/a/ Wingate by Windham will be selling alcohol beverages in Accordance with Oneida Alcohol Beverage Licensing Law, resolution 08-12-15-E West Mason Street Casino Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, resolution 08-12-15-F Oneida Bingo and Casino Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, 08-12-15-G Oneida Retail Enterprise Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, 08-12-15-H Oneida Retail Enterprise Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, 08-12-15-I Oneida Retail Enterprise Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, 08-12-15-J Oneida Retail Enterprise Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, 08-12-15-K Oneida Retail Enterprise Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law with the correction to 08-12-15-C to read "Radisson Hotel and Conference Center" in place of "Radisson Inn", seconded by Jennifer Webster. Motion carried with one abstention:

Ayes:	Fawn Billie, Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Jennifer Webster
Abstained:	Lisa Summers
Not Present:	Melinda J. Danforth

D. Adopt resolution titled Three Clans Airport d/b/a/ Wingate by Windham will be selling alcohol beverages in Accordance with Oneida Alcohol Beverage Licensing Law

Sponsor: Larry Barton, Chief Financial Officer

Motion by David Jordan to adopt resolution 08-12-15-B Oneida Golf Enterprises for Thornberry Creek at Oneida Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, resolution 08-12-15-C The Oneida Airport Hotel Corp. dba Radisson Hotel and Conference Center Green Bay Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, resolution 08-12-15-D Three Clans Airport d/b/a/ Wingate by Windham will be selling alcohol beverages in Accordance with Oneida Alcohol Beverage Licensing Law, resolution 08-12-15-E West Mason Street Casino Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, resolution 08-12-15-F Oneida Bingo and Casino Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, 08-12-15-G Oneida Retail Enterprise Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, 08-12-15-H Oneida Retail Enterprise Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, 08-12-15-I Oneida Retail Enterprise Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, 08-12-15-J Oneida Retail Enterprise Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, 08-12-15-K Oneida Retail Enterprise Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law with the correction to 08-12-15-C to read "Radisson Hotel and Conference Center" in place of "Radisson Inn", seconded by Jennifer Webster. Motion carried with one abstention:

Ayes:	Fawn Billie, Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Jennifer Webster
Abstained:	Lisa Summers
Not Present:	Melinda J. Danforth

E. Adopt resolution titled West Mason Street Casino Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law

Sponsor: Larry Barton, Chief Financial Officer

Motion by David Jordan to adopt resolution 08-12-15-B Oneida Golf Enterprises for Thornberry Creek at Oneida Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law,

resolution 08-12-15-C The Oneida Airport Hotel Corp. dba Radisson Hotel and Conference Center Green Bay Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, resolution 08-12-15-D Three Clans Airport d/b/a/ Wingate by Windham will be selling alcohol beverages in Accordance with Oneida Alcohol Beverage Licensing Law, resolution 08-12-15-E West Mason Street Casino Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, resolution 08-12-15-F Oneida Bingo and Casino Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, 08-12-15-G Oneida Retail Enterprise Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, 08-12-15-H Oneida Retail Enterprise Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, 08-12-15-I Oneida Retail Enterprise Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, 08-12-15-J Oneida Retail Enterprise Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, 08-12-15-K Oneida Retail Enterprise Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law with the correction to 08-12-15-C to read “Radisson Hotel and Conference Center” in place of “Radisson Inn”, seconded by Jennifer Webster. Motion carried with one abstention:

Ayes:	Fawn Billie, Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Jennifer Webster
Abstained:	Lisa Summers
Not Present:	Melinda J. Danforth

F. Adopt resolution titled Oneida Bingo and Casino Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law

Sponsor: Larry Barton, Chief Financial Officer

Motion by David Jordan to adopt resolution 08-12-15-B Oneida Golf Enterprises for Thornberry Creek at Oneida Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, resolution 08-12-15-C The Oneida Airport Hotel Corp. dba Radisson Hotel and Conference Center Green Bay Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, resolution 08-12-15-D Three Clans Airport d/b/a/ Wingate by Windham will be selling alcohol beverages in Accordance with Oneida Alcohol Beverage Licensing Law, resolution 08-12-15-E West Mason Street Casino Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, resolution 08-12-15-F Oneida Bingo and Casino Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, 08-12-15-G Oneida Retail Enterprise Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, 08-12-15-H Oneida Retail Enterprise Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, 08-12-15-I Oneida Retail Enterprise Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, 08-12-15-J Oneida Retail Enterprise Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, 08-12-15-K Oneida Retail Enterprise Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law with the correction to 08-12-15-C to read “Radisson Hotel and Conference Center” in place of “Radisson Inn”, seconded by Jennifer Webster. Motion carried with one abstention:

Ayes:	Fawn Billie, Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Jennifer Webster
Abstained:	Lisa Summers
Not Present:	Melinda J. Danforth

G. Adopt resolution titled Oneida Retail Enterprise Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law – Oneida One Stop, West Wind

Sponsor: Larry Barton, Chief Financial Officer

Motion by David Jordan to adopt resolution 08-12-15-B Oneida Golf Enterprises for Thornberry Creek at Oneida Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, resolution 08-12-15-C The Oneida Airport Hotel Corp. dba Radisson Hotel and Conference Center Green Bay Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, resolution 08-12-15-D Three Clans Airport d/b/a/ Wingate by Windham will be selling alcohol beverages in Accordance with Oneida Alcohol Beverage Licensing Law, resolution 08-12-15-E West Mason Street Casino Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, resolution 08-12-15-F Oneida Bingo and Casino Selling Alcohol Beverages in Accordance with Oneida

Alcohol Beverage Licensing Law, 08-12-15-G Oneida Retail Enterprise Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, 08-12-15-H Oneida Retail Enterprise Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, 08-12-15-I Oneida Retail Enterprise Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, 08-12-15-J Oneida Retail Enterprise Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, 08-12-15-K Oneida Retail Enterprise Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law with the correction to 08-12-15-C to read "Radisson Hotel and Conference Center" in place of "Radisson Inn", seconded by Jennifer Webster. Motion carried with one abstention:

Ayes:	Fawn Billie, Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Jennifer Webster
Abstained:	Lisa Summers
Not Present:	Melinda J. Danforth

H. Adopt resolution titled Oneida Retail Enterprise Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law – Oneida One Stop, Larsen

Sponsor: Larry Barton, Chief Financial Officer

Motion by David Jordan to adopt resolution 08-12-15-B Oneida Golf Enterprises for Thornberry Creek at Oneida Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, resolution 08-12-15-C The Oneida Airport Hotel Corp. dba Radisson Hotel and Conference Center Green Bay Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, resolution 08-12-15-D Three Clans Airport d/b/a/ Wingate by Windham will be selling alcohol beverages in Accordance with Oneida Alcohol Beverage Licensing Law, resolution 08-12-15-E West Mason Street Casino Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, resolution 08-12-15-F Oneida Bingo and Casino Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, 08-12-15-G Oneida Retail Enterprise Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, 08-12-15-H Oneida Retail Enterprise Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, 08-12-15-I Oneida Retail Enterprise Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, 08-12-15-J Oneida Retail Enterprise Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, 08-12-15-K Oneida Retail Enterprise Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law with the correction to 08-12-15-C to read "Radisson Hotel and Conference Center" in place of "Radisson Inn", seconded by Jennifer Webster. Motion carried with one abstention:

Ayes:	Fawn Billie, Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Jennifer Webster
Abstained:	Lisa Summers
Not Present:	Melinda J. Danforth

I. Adopt resolution titled Oneida Retail Enterprise Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law – Oneida One Stop, E & EE

Sponsor: Larry Barton, Chief Financial Officer

Motion by David Jordan to adopt resolution 08-12-15-B Oneida Golf Enterprises for Thornberry Creek at Oneida Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, resolution 08-12-15-C The Oneida Airport Hotel Corp. dba Radisson Hotel and Conference Center Green Bay Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, resolution 08-12-15-D Three Clans Airport d/b/a/ Wingate by Windham will be selling alcohol beverages in Accordance with Oneida Alcohol Beverage Licensing Law, resolution 08-12-15-E West Mason Street Casino Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, resolution 08-12-15-F Oneida Bingo and Casino Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, 08-12-15-G Oneida Retail Enterprise Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, 08-12-15-H Oneida Retail Enterprise Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, 08-12-15-I Oneida Retail Enterprise Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, 08-12-15-J Oneida Retail Enterprise Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, 08-12-15-K Oneida Retail Enterprise Selling Alcohol Beverages in Accordance with

Oneida Alcohol Beverage Licensing Law with the correction to 08-12-15-C to read “Radisson Hotel and Conference Center” in place of “Radisson Inn”, seconded by Jennifer Webster. Motion carried with one abstention:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Trish King, Brandon Stevens,
Jennifer Webster
Abstained: Lisa Summers
Not Present: Melinda J. Danforth

J. Adopt resolution titled Oneida Retail Enterprise Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law – Oneida One Stop, Packerland

Sponsor: Larry Barton, Chief Financial Officer

Motion by David Jordan to adopt resolution 08-12-15-B Oneida Golf Enterprises for Thornberry Creek at Oneida Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, resolution 08-12-15-C The Oneida Airport Hotel Corp. dba Radisson Hotel and Conference Center Green Bay Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, resolution 08-12-15-D Three Clans Airport d/b/a/ Wingate by Windham will be selling alcohol beverages in Accordance with Oneida Alcohol Beverage Licensing Law, resolution 08-12-15-E West Mason Street Casino Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, resolution 08-12-15-F Oneida Bingo and Casino Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, 08-12-15-G Oneida Retail Enterprise Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, 08-12-15-H Oneida Retail Enterprise Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, 08-12-15-I Oneida Retail Enterprise Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, 08-12-15-J Oneida Retail Enterprise Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, 08-12-15-K Oneida Retail Enterprise Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law with the correction to 08-12-15-C to read “Radisson Hotel and Conference Center” in place of “Radisson Inn”, seconded by Jennifer Webster. Motion carried with one abstention:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Trish King, Brandon Stevens,
Jennifer Webster
Abstained: Lisa Summers
Not Present: Melinda J. Danforth

K. Adopt resolution titled Oneida Retail Enterprise Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law – Oneida Travel Center

Sponsor: Larry Barton, Chief Financial Officer

Motion by David Jordan to adopt resolution 08-12-15-B Oneida Golf Enterprises for Thornberry Creek at Oneida Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, resolution 08-12-15-C The Oneida Airport Hotel Corp. dba Radisson Hotel and Conference Center Green Bay Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, resolution 08-12-15-D Three Clans Airport d/b/a/ Wingate by Windham will be selling alcohol beverages in Accordance with Oneida Alcohol Beverage Licensing Law, resolution 08-12-15-E West Mason Street Casino Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, resolution 08-12-15-F Oneida Bingo and Casino Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, 08-12-15-G Oneida Retail Enterprise Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, 08-12-15-H Oneida Retail Enterprise Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, 08-12-15-I Oneida Retail Enterprise Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, 08-12-15-J Oneida Retail Enterprise Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law, 08-12-15-K Oneida Retail Enterprise Selling Alcohol Beverages in Accordance with Oneida Alcohol Beverage Licensing Law with the correction to 08-12-15-C to read “Radisson Hotel and Conference Center” in place of “Radisson Inn”, seconded by Jennifer Webster. Motion carried with one abstention:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Trish King, Brandon Stevens,
Jennifer Webster
Abstained: Lisa Summers

Not Present: Melinda J. Danforth

L. Adopt resolution titled Amending Resolution # BC-05-13-15-E Appointment of Liaison Responsibilities for Organization Entities

Sponsor: Lisa Summers, Tribal Secretary

Motion by Lisa Summers to adopt resolution 08-12-15-L Amending Resolution # BC-05-13-15-E Appointment of Liaison Responsibilities for Organization Entities, seconded by Jennifer Webster. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Lisa Summers, Jennifer Webster

Not Present: Melinda J. Danforth

VII. Appointments (No Requested Action)

VIII. Standing Committees

A. Legislative Operating Committee

Sponsor: Councilman Brandon Stevens, Chair

1. Accept Legislative Operating Committee meeting minutes from July 15, 2015

Motion by Brandon Stevens to accept the Legislative Operating Committee meeting minutes from July 15, 2015, seconded by Fawn Billie. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Lisa Summers, Jennifer Webster

Not Present: Melinda J. Danforth

Councilman David Jordan departs at 1:30 p.m.

Councilman David Jordan returns at 1:33 p.m.

2. Tribal Hearing Bodies/Administrative Court

a) Accept the action plan for the Tribal Hearing Bodies/Administrative Court

Motion by Jennifer Webster to accept the action plan for the Tribal Hearing Bodies/Administrative Court and to direct the Oneida Child Protective Board, the Oneida Election Board, the Oneida Environmental Resource Board, the Oneida Land Commission, the Oneida Personnel Commission, the Oneida License Commission and the Oneida Trust/Enrollment Committee to retrieve their financial expenses for the last three (3) years (including, but not limited to, the amount of stipends received, training costs and other expenses) and turn the information over to OBC to help in evaluating which entities should retain their hearing body authority, seconded by David Jordan. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Lisa Summers, Jennifer Webster

Not Present: Melinda J. Danforth

Amendment to the main motion by Lisa Summers that the information be provided by Friday, September 4, 2015, seconded by Fawn Billie. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Lisa Summers, Jennifer Webster

Not Present: Melinda J. Danforth

b) Direct the Oneida Child Protective Board, the Oneida Election Board, the Oneida Environmental Resource Board, the Oneida Land Commission, the Oneida Personnel Commission, the Oneida License Commission and the Oneida Trust/Enrollment Committee to retrieve their financial expenses for the last three (3) years (including, but not limited to, the amount of stipends received, training costs and other expenses) and turn the information over to OBC to help in evaluating which entities should retain their hearing body authority

Motion by Jennifer Webster to accept the action plan for the Tribal Hearing Bodies/Administrative Court and to direct the Oneida Child Protective Board, the Oneida Election Board, the Oneida Environmental Resource Board, the Oneida Land Commission, the Oneida Personnel Commission, the Oneida License Commission and the Oneida Trust/Enrollment Committee to retrieve their financial expenses for the last three (3) years (including, but not limited to, the amount of stipends received, training costs and other expenses) and turn the information over to OBC to help in evaluating which entities should retain their hearing body authority, seconded by David Jordan. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Trish King, Brandon Stevens,
Lisa Summers, Jennifer Webster
Not Present: Melinda J. Danforth

Amendment to the main motion by Lisa Summers that the information be provided by Friday, September 4, 2015, seconded by Fawn Billie. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Trish King, Brandon Stevens,
Lisa Summers, Jennifer Webster
Not Present: Melinda J. Danforth

B. Finance Committee

1. Approve Finance Committee meeting minutes from August 3, 2015

Sponsor: Treasurer Trish King, Chair

Motion by David Jordan to approve Finance Committee meeting minutes from August 3, 2015, seconded by Jennifer Webster. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Trish King, Brandon Stevens,
Lisa Summers, Jennifer Webster
Not Present: Melinda J. Danforth

2. Enter E-poll results into record for approval of the July 29, 2015 Finance Committee E-Poll approving activation of CIP #13-002

Sponsor: Lisa Summers, Tribal Secretary

Item sent to a Business Committee special meeting agenda at the adjournment of the meeting.

C. Community Development Planning Committee (No Requested Action)

D. Quality of Life (No Requested Action)

IX. General Tribal Council

A. Petitioner Madelyn Genskow: Special GTC meeting to address four resolutions

Sponsor: Lisa Summers, Tribal Secretary

Excerpt from July 22, 2015: (1) Motion by David Jordan to accept the financial analysis for resolution 2, regarding Swimming Lessons, and resolution 4, regarding Elder Home Repair, seconded by Trish King. Motion carried unanimously. **(2)** Motion by Melinda J. Danforth to defer this item to the Secretary's Office to determine which General Tribal Council meeting agenda this item should fall on and this be brought back to the August 12, 2015 regular Business Committee meeting and to direct the final financial analyses regarding Boards, Committee, and Commissions be brought back to the August 12, 2015 regular Business Committee meeting, seconded by Jennifer Webster. Motion carried unanimously.

Excerpt from July 8, 2015: Motion by Trish King to defer the remaining financial analyses to the July 22, 2015, regular Business Committee meeting, seconded by David Jordan. Motion carried unanimously.

Excerpt from June 10, 2015: (1) Motion by Jennifer Webster to accept the financial analysis for resolution 1, regarding Budget Development, seconded by Lisa Summers. Motion carried unanimously. **(2)** Motion by Jennifer Webster to provide an additional 15 days for Finance to complete and submit the remaining three **(3)** analyses, seconded by Lisa Summers. Motion carried unanimously.

Excerpt from April 22, 2015: Lisa Summers to accept the legal analyses for resolution #3, regarding Boards, Committees, and Commissions and resolution #4 regarding Elder Home Repair and to allow an additional 30 days for the Finance office to complete their analyses, seconded by Fawn Billie. Motion carried unanimously.

Excerpt from March 25, 2015: (1) Motion by Melinda J. Danforth to accept the legal opinion for the budget development portion of the petition, seconded by Jennifer Webster. Motion carried unanimously. **(2)** Motion by Jennifer Webster to accept the legal opinion for the swimming lessons portion of the petition, seconded by Tehassi Hill. Motion carried unanimously.

Excerpt from February 11, 2015: Motion by Lisa Summers to accept the legislative analysis and provide an additional sixty (60) days for the Law and Finance offices to submit the appropriate analyses, seconded by Tehassi Hill. Motion carried unanimously.

Excerpt from January 28, 2015: Motion by Tehassi Hill to accept the status update from the Legislative Reference Office, seconded by Jennifer Webster. Motion carried unanimously.

Excerpt from December 10, 2014: Motion by Lisa Summers to accept the verified petition submitted by Madelyn Genskow, to send the petition to the Law, Finance and Legislative Reference offices to begin work on the appropriate analyses, and that a progress report be submitted in 30 days, seconded by Jenny Webster. Motion carried unanimously.

Item sent to a Business Committee special meeting agenda at the adjournment of the meeting.

B. Petitioner Michelle Danforth-Anderson: Change Oneida Constitution and bylaws in regards to membership

Sponsor: Brandon Stevens, Councilman

Excerpt from December 10, 2014: Motion by Jenny Webster to accept the update as information and direct the Tribal Secretary to bring back the final recommendation when it is ready, seconded by Tehassi Hill. Motion carried unanimously.

Excerpt from November 12, 2014: Motion by Melinda J. Danforth to accept the update as information and to direct the Tribal Secretary to provide a final recommendation on this item at the December 10, 2014, Business Committee meeting, seconded by Jenny Webster. Motion carried unanimously.

Excerpt from October 22, 2014: Motion by Melinda J. Danforth to accept the legislative, fiscal and legal analyses as provided for this petition and direct the Tribal Secretary to provide an update at the next Business Committee meeting on the update of the conversation with the petitioner, seconded by Tehassi Hill. Motion carried unanimously.

Excerpt from October 8, 2014: Motion by Trish King to defer Michelle Danforth's Petition to change the Oneida Constitution and By-Laws in regards to membership to the next regular Business Committee meeting, seconded by Tehassi Hill. Motion carried unanimously.

Excerpt from September 24, 2014: Motion by Fawn Billie to defer Michelle Danforth's Petition to change the Oneida Constitution and By-Laws in regards to membership to the next regular Business Committee meeting, seconded by Brandon Stevens. Motion carried unanimously.

Excerpt from August 13, 2014: Motion by Vince DelaRosa to accept the petition and send it on for the appropriate analyses to be completed and to come back to the Business Committee in 30 days, seconded by Melinda J. Danforth. Motion carried unanimously.

Item sent to a Business Committee special meeting agenda at the adjournment of the meeting.

C. Petitioner John E. Powless Jr: Per capita payments

Sponsor: Lisa Summers, Tribal Secretary

Excerpt from June 24, 2015: Motion by David Jordan to acknowledge receipt of the verified petition submitted by John E. Powless, Jr.; to send the verified petition to the Law, Finance, Legislative Reference and Direct Report Offices for the legal, financial, legislative and administrative analyses to be completed; to direct the Law, Finance and Legislative Reference Offices to submit the analyses to the Tribal Secretary's office within 60 days, and that a progress report be submitted in 45 days; and to direct the Direct Report Offices to submit the appropriate administrative analyses to the Tribal Secretary's office within 30 days, seconded by Tehassi Hill. Motion carried unanimously.

Item sent to a Business Committee special meeting agenda at the adjournment of the meeting.

X. Unfinished Business**A. Direct Legislative Operating Committee to make requested changes to Community Support Fund Policy (*Moved to open session on July 22, 2015*)**

Sponsor: Tina Danforth, Tribal Chairwoman

Excerpt from July 22, 2015: Motion by Jennifer Webster to defer the rest of the agenda items to the next regularly scheduled Business Committee meeting, seconded by Brandon Stevens.

Motion carried unanimously.

Item sent to a Business Committee special meeting agenda at the adjournment of the meeting.

B. Approve Food Service Category plan

Sponsor: Jo Ann House, Chief Counsel

Excerpt from July 22, 2015: Motion by Melinda J. Danforth to defer this item to the next regular Business Committee meeting and request Chief Counsel to review General Tribal Council's action regarding a food amenity at the Oneida One-Stop located at Highway 54, seconded by Jennifer Webster. Motion carried with one opposed.

Item sent to a Business Committee special meeting agenda at the adjournment of the meeting.

C. Determine responsible area for cemetery maintenance

Sponsor: Brandon Stevens, Councilman

Excerpt from July 8, 2015: (1) Motion by Lisa Summers to accept the Oneida Trust/Enrollment Committee recommendation to turn over the cemetery maintenance contract to the Department of Public Works. Motion fails for lack of support. **(2)** Motion by Brandon Stevens to defer the issue to determine the responsible area for cemetery maintenance a special Business Committee work meeting and that an invitation be extended to all interested parties, including departments and families impacted, seconded by David Jordan. Motion carried unanimously.

Item sent to a Business Committee special meeting agenda at the adjournment of the meeting.

XI. Tabled Business**A. Petitioner Frank Cornelius: Special GTC meeting to address four resolutions**

Sponsor: Lisa Summers, Tribal Secretary

Excerpt from July 22, 2015: Motion by Brandon Stevens to table this item to next regular Business Committee meeting, seconded by David Jordan. Motion carried unanimously.

Excerpt from July 8, 2015: Motion by Tehassi Hill to accept the update as information and defer this item to the July 22, 2015, regular Business Committee meeting as agreed upon by the Business Committee members and the petitioner, seconded by David Jordan. Motion carried unanimously.

Excerpt from June 24, 2015: Motion by Fawn Billie to defer this item to the next regular Business Committee meeting and direct the Secretary to work with the petitioner to find a solution to the concerns, seconded by Tehassi Hill. Motion carried unanimously.

Excerpt from May 27, 2015: Motion by David Jordan to direct the Secretary to reach out to Petitioner Frank Cornelius to request the four resolutions mentioned in the petition be submitted in 30 days, seconded by Lisa Summers. Motion carried unanimously.

Excerpt from May 13, 2015: (1) Motion by Trish King to acknowledge receipt of the petition submitted by Frank Cornelius, seconded by Fawn Billie. Motion carried unanimously. **(2)** Motion by Trish King to send the verified petition to the Law, Finance, Legislative Reference and Direct Report Offices for legal, financial, legislative and administrative analyses to be completed; to direct the Law, Finance and Legislative Offices to submit the analyses to the Secretary within 60 days and a that a progress report is submitted in 45 days, seconded by David Jordan. Motion carried unanimously. **(3)** Motion by David Jordan to direct the Direct Report Offices to submit the appropriate administrative analyses to the Secretary within 30 days, seconded by Trish King. Motion carried unanimously.

Item sent to a Business Committee special meeting agenda at the adjournment of the meeting.

XII. New Business**A. Accept the notice dated July 29, 2015 from the U.S. Dept. of Interior regarding appeal of the Secretarial Election**

Sponsor: Cristina Danforth, Tribal Chairwoman

*Item sent to a Business Committee special meeting agenda at the adjournment of the meeting.***B. Enter E-poll results into record for the adoption of resolution 07-31-15-A DHHS/Indian Health Services Grant-Dental Preventive and Clinical Support Center Program**

Sponsor: Lisa Summers, Tribal Secretary

*Item sent to a Business Committee special meeting agenda at the adjournment of the meeting.**Secretary Lisa Summers departs at 10:25 a.m.**Secretary Lisa Summers returns at 10:27 a.m.**Councilman Tehassi Hill departs at 11:17 a.m.**Councilman Tehassi Hill returns at 11:20 a.m.**Councilman Brandon Stevens departs at 11:51 a.m.**Councilman Brandon Stevens returns at 11:54 a.m.***C. Approve the draft FY 2016 Budget and resolutions to the September 21, 2015, GTC meeting**

Sponsor: Trish King, Tribal Treasurer

Motion by Trish King to approve the draft FY 2016 Budget and resolutions to the September 21, 2015, General Tribal Council meeting, with the following changes:

1. remove the dollar sign in front of "401K cash Match" on p. 17 of draft FY 2016 Budget
2. replace "2015" with "2016" under the bullet "Implement a Winter Gift Package to be disbursed in January 2015" on p. 17 of draft FY 2016 Budget
3. replace the Treasurer's Executive Summary with the following revisions:
 - a. add missing page numbers p.1; paragraph 4 and p. 2; paragraph 1,
 - b. correct p.1; paragraph 5 to reflect debt reduction initiative comments
 - c. correct p.2; bullet 1) to "Hourly wage increase spread over 2 fiscal year with .50 cents in FY '16 and .45 cents in FY '17 based on a 5% upgrade in wage salary charts."
 - d. Correct p.2; bullet 4) to "provide an employee benefit up to 3% match for their 401K programs."
4. revise fund units in the draft FY 2016 Budget on p. 37,

seconded by Tehassi Hill. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Lisa Summers, Jennifer Webster

Not Present: Melinda J. Danforth

For the record: Tina Danforth stated I do not agree with the reconsideration information in the packet. I am not satisfied with the untimely submission of this budget. It is unfortunate that I have not had sufficient time to review the revised Executive Summary because I still haven't read it in its totality and the actual budget. I do know that there are some edits and I am not comfortable forwarding this in the manner it was presented today. Thank you.

Motion by David Jordan to recess at 12:29 p.m. and to reconvene at 1:15 p.m., seconded by Jennifer Webster. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Lisa Summers, Jennifer Webster

Not Present: Melinda J. Danforth

Called to order by Chairwoman Tina Danforth at 1:20 p.m.
Treasurer Trish King is not present.

Treasurer Trish King arrives at 1:21 p.m.

D. Accept Special Election Final Report and declare official results

Liaison: Melinda J. Danforth, Tribal Vice-Chairwoman

Item sent to a Business Committee special meeting agenda at the adjournment of the meeting.

E. Approve limited waiver of sovereign immunity for Eagle Disposal contract # 2015-0603

Sponsor: Don White, Division Director/Government Service Division

Item sent to a Business Committee special meeting agenda at the adjournment of the meeting.

F. Approve limited waiver of sovereign immunity for Aging and Disability Resource Center of Brown Cty, Inc. contract # 2015-0113

Sponsor: Don White, Division Director/Government Service Division

Item sent to a Business Committee special meeting agenda at the adjournment of the meeting.

G. Approve limited waiver of sovereign immunity for Scientific Learning contract # 2015-0664

Sponsor: Fawn Billie, Council Member

Item sent to a Business Committee special meeting agenda at the adjournment of the meeting.

XIII. Travel

A. Travel Reports (No Requested Action)

B. Travel Requests

1. Enter E-poll results into the record for Travel Request – Cultural Heritage staff – Great Law Recital – Hogsburg, NY – July 23-31, 2015

Item sent to a Business Committee special meeting agenda at the adjournment of the meeting.

2. Councilman David Jordan – 15th Annual Travois Country Affordable Housing and Economic Development Conference – New Orleans, LA – September 21-24, 2015

Item sent to a Business Committee special meeting agenda at the adjournment of the meeting.

3. Approve procedural exception to the Travel and Expense Policy: Five Office of Child Support Enforcement staff – Western Interstate Child Support Enforcement Conference – Fort Worth, TX – September 13-17, 2015

Item sent to a Business Committee special meeting agenda at the adjournment of the meeting.

XIV. Reports

A. Operational Reports

1. Governmental Services Division FY '15 3rd quarter report (No Report Submitted)

Sponsor: Don White, Division Director/Governmental Services Division

Item sent to a Business Committee special meeting agenda at the adjournment of the meeting.

2. Accept Human Resource Department FY '15 3rd quarter report

Sponsor: Geraldine Danforth, Area Manager/Human Resource Department

Item sent to a Business Committee special meeting agenda at the adjournment of the meeting.

B. Corporate Reports (No Requested Action)

C. Boards Committees and Commissions

1. **Oneida Nation Arts Board FY '15 3rd quarter report** – Nic Reynolds, Chair (**No Report Submitted**)
 Liaison: Jennifer Webster, Councilwoman
Excerpt from July 22, 2015: Motion by Jennifer Webster to defer the rest of the agenda items to the next regularly scheduled Business Committee meeting, seconded by Brandon Stevens. Motion carried unanimously.
Excerpt from July 8, 2015: Motion by Fawn Billie to defer the Oneida Nation Arts Board FY '15 3rd quarter report to the next regular Business Committee meeting and direct the Oneida Nation Arts Board liaison, Councilwoman Jennifer Webster, to follow up with the Board, seconded by Tehassi Hill. Motion carried unanimously.
Item sent to a Business Committee special meeting agenda at the adjournment of the meeting.
2. **Accept Oneida Personnel Commission FY '15 3rd quarter report** – Yvonne Jourdan, Chair
 Liaison: Lisa Summers, Tribal Secretary
Excerpt from July 22, 2015: Motion by Jennifer Webster to defer the rest of the agenda items to the next regularly scheduled Business Committee meeting, seconded by Brandon Stevens. Motion carried unanimously.
Item sent to a Business Committee special meeting agenda at the adjournment of the meeting.
3. **Oneida Police Comm. FY '15 3rd quarter report** – Bernie John-Stevens, President
 Liaison: Lisa Summers, Tribal Secretary
Excerpt from July 22, 2015: Motion by Jennifer Webster to defer the rest of the agenda items to the next regularly scheduled Business Committee meeting, seconded by Brandon Stevens. Motion carried unanimously.
Item sent to a Business Committee special meeting agenda at the adjournment of the meeting.
4. **Accept Oneida Pow-wow Committee FY '15 3rd quarter report** – Lloyd Powless Jr., Chair
 Liaison: Fawn Billie, Councilwoman
Excerpt from July 22, 2015: Motion by Jennifer Webster to defer the rest of the agenda items to the next regularly scheduled Business Committee meeting, seconded by Brandon Stevens. Motion carried unanimously.
Item sent to a Business Committee special meeting agenda at the adjournment of the meeting.
5. **Accept SEOTS Advisory Board FY '15 3rd quarter report** – Dan Schiller, Chair
 Liaison: Tina Danforth, Chairwoman
Excerpt from July 22, 2015: Motion by Jennifer Webster to defer the rest of the agenda items to the next regularly scheduled Business Committee meeting, seconded by Brandon Stevens. Motion carried unanimously.
Item sent to a Business Committee special meeting agenda at the adjournment of the meeting.
6. **Accept Oneida Nation Veterans Affairs Comm. FY '15 3rd quarter rept.** – Mike Hill, Chair
 Liaison: Jennifer Webster, Councilwoman
Excerpt from July 22, 2015: Motion by Jennifer Webster to defer the rest of the agenda items to the next regularly scheduled Business Committee meeting, seconded by Brandon Stevens. Motion carried unanimously.
Item sent to a Business Committee special meeting agenda at the adjournment of the meeting.
7. **Accept Oneida Gaming Comm. FY '15 3rd quarter rept.** – Mike A. Powless Sr., Chair
 Liaison: Brandon Stevens, Councilman
Item sent to a Business Committee special meeting agenda at the adjournment of the meeting.
8. **Accept Oneida Nation Commission on Aging FY '15 3rd quarter report** – Wesley Martin, Jr., ONCOA Chairman
 Liaison: Melinda J. Danforth, Tribal Vice-Chairwoman
Item sent to a Business Committee special meeting agenda at the adjournment of the meeting.

9. Accept Oneida Election Board FY '15 3rd quarter report – Lori Elm, Oneida Election Board Chair

Liaison: Melinda J. Danforth, Tribal Vice-Chairwoman

Item sent to a Business Committee special meeting agenda at the adjournment of the meeting.

XV. Executive Session

A. Reports

1. Gaming General Manager report – Louise Cornelius, General Manager/Gaming
Excerpt from July 22, 2015: Motion by Jennifer Webster to defer the rest of the agenda items to the next regularly scheduled Business Committee meeting, seconded by Brandon Stevens. Motion carried unanimously.

Item sent to a Business Committee special meeting agenda at the adjournment of the meeting.

2. Intergovernmental Affairs and Communications report – Nathan King, Director/IGAC
Excerpt from July 22, 2015: Motion by Jennifer Webster to defer the rest of the agenda items to the next regularly scheduled Business Committee meeting, seconded by Brandon Stevens. Motion carried unanimously.

Item sent to a Business Committee special meeting agenda at the adjournment of the meeting.

3. Chief Counsel report from July 22, 2015 – Jo Anne House, Chief Counsel
Excerpt from July 22, 2015: Motion by Jennifer Webster to defer the rest of the agenda items to the next regularly scheduled Business Committee meeting, seconded by Brandon Stevens. Motion carried unanimously.

Item sent to a Business Committee special meeting agenda at the adjournment of the meeting.

4. Oneida Seven Generations Corporation report– Pete J. King, III/Agent
Sponsor: Cristina Danforth, Tribal Chairwoman

Item sent to a Business Committee special meeting agenda at the adjournment of the meeting.

5. Chief Counsel report– Jo Anne House, Chief Counsel

Item sent to a Business Committee special meeting agenda at the adjournment of the meeting.

B. Audit Committee

1. Direct MIS to provide information for Audit Request #336

Sponsor: Tehassi Hill, Councilman

Item sent to a Business Committee special meeting agenda at the adjournment of the meeting.

C. Unfinished Business

1. Approve letter to Tribal leaders and travel authorization for the Land Claims strategy

Sponsor: Nathan King, IGAC Director

Excerpt from July 22, 2015: Motion by Jennifer Webster to defer the rest of the agenda items to the next regularly scheduled Business Committee meeting, seconded by Brandon Stevens. Motion carried unanimously.

Excerpt from July 8, 2015: Motion by David Jordan to defer the detailed budget and timeline for the Land Claims strategy to the July 22, 2015 regular Business Committee meeting, seconded by Fawn Billie. Motion carried with one abstention.

Excerpt from June 24, 2015: Motion by Jennifer Webster to direct the Land Claims strategy team to develop a detailed plan and timeline for the July 8, 2015, regular Business Committee meeting, seconded by David Jordan. Motion carried unanimously.

Excerpt from May 27, 2015: Motion by Melinda J. Danforth to accept the update from Attorney Locklear and request Intergovernmental Affairs and Communications to proceed with option four as presented and develop and action plan to be brought back to the Business Committee in 30 days, seconded by Lisa Summers. Motion carried unanimously.

Item sent to a Business Committee special meeting agenda at the adjournment of the meeting.

2. Approve Chief Counsel attorney contract

Sponsor: Fawn Billie, Councilwoman

Excerpt from July 22, 2015: Motion by Jennifer Webster to defer the rest of the agenda items to the next regularly scheduled Business Committee meeting, seconded by Brandon Stevens. Motion carried unanimously.

Excerpt from May 13, 2015: Motion by Trish King to accept the update, to add a May 26 deadline for the Business Committee to provide feedback or suggestions, and to add Councilman David Jordan to the Contract Development team, seconded by Fawn Billie. Motion carried unanimously.

Excerpt from April 08, 2015: Motion by Lisa Summers for the assigned Business Committee team members, Council members Fawn Billie and Brandon Stevens, and Chairwoman Tina Danforth, to provide an update to the Business Committee at the May 13, 2015 Business Committee regular meeting, seconded by Melinda J. Danforth. Motion carried unanimously.

Excerpt from September 24, 2014: Motion by Lisa Summers to have the Business Committee develop a work team to update performance benchmarks and that the team complete a follow-up review in six months and that the team be comprised of Councilwoman Fawn Billie, Councilman Brandon Stevens and Chairwoman Tina Danforth, seconded by Tehassi Hill. Motion carried unanimously.

Item sent to a Business Committee special meeting agenda at the adjournment of the meeting.

3. Approve Gaming General Manager employment contract

Sponsor: Fawn Billie, Councilwoman

Excerpt from July 22, 2015: Motion by Jennifer Webster to defer the rest of the agenda items to the next regularly scheduled Business Committee meeting, seconded by Brandon Stevens. Motion carried unanimously.

Excerpt from May 13, 2015: Motion by Trish King to accept the update, to add a May 26 deadline for the Business Committee to provide feedback or suggestions, and to add Councilman David Jordan to the Contract Development team, seconded by Fawn Billie. Motion carried unanimously.

Excerpt from April 08, 2015: Motion by Melinda J. Danforth for the assigned Business Committee team members, Council members Fawn Billie and Brandon Stevens, and Chairwoman Tina Danforth, to provide an update to the Business Committee at the May 13, 2015 Business Committee regular meeting on the next steps for Gaming General Manager contract, seconded by Jennifer Webster. Motion carried unanimously.

Excerpt from September 24, 2014: Motion by Lisa Summers to have the Business Committee develop a work team to update performance benchmarks and that the team complete a follow-up review in six months and that the team be comprised of Councilwoman Fawn Billie, Councilman Brandon Stevens and Chairwoman Tina Danforth, seconded by Tehassi Hill. Motion carried unanimously.

Item sent to a Business Committee special meeting agenda at the adjournment of the meeting.

4. Response to Goldwater suit

Sponsor: Nathan King, Intergovernmental Affairs & Communications Director

Excerpt from July 8, 2015: Motion by Brandon Stevens to refer the Goldwater suit issue to Intergovernmental Affairs and Communications to prepare a recommendation on a response from the Oneida Nation and the Oneida Child Protective Board by the first regular Business Committee meeting in August 2015, seconded Tehassi Hill. Motion carried unanimously.

Item sent to a Business Committee special meeting agenda at the adjournment of the meeting.

D. Tabled Business (No Requested Action)

E. New Business

1. Approve Amendment of Town of Oneida Service Agreement Contract # 2015-1504¹

Sponsor: Nathan King, Intergovernmental Affairs & Communications Director

Item sent to a Business Committee special meeting agenda at the adjournment of the meeting.

2. Approve continuation of additional duties compensation for Environmental Health & Safety Division Director

Sponsor: Melinda J. Danforth, Tribal Vice-Chairwoman

Item sent to a Business Committee special meeting agenda at the adjournment of the meeting.

XVI. Adjourn

Motion by Lisa Summers to adjourn at 2:06 p.m. and to direct the Tribal Secretary to coordinate Business Committee special meeting date for the remainder of this agenda, seconded by Brandon Stevens. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Trish King, Brandon Stevens,
Lisa Summers, Jennifer Webster

Not Present: Melinda J. Danforth

Minutes prepared by Lisa Liggins, Executive Assistant
Minutes approved as presented/corrected on August 26, 2015.

Lisa Summers, Secretary
ONEIDA BUSINESS COMMITTEE

¹ The contract reference number listed in the title and the motion is incorrect. The correct reference number, contract # 2008-1504, is included in the meeting materials.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 08 / 26 / 15

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

[Empty text box]

Agenda Header: Minutes

Accept as Information only

Action - please describe:

Approve the August 17, 2015 special meeting minutes

3. Supporting Materials

Report Resolution Contract

Other:

- 1. August 17, 2015 special meeting minutes
- 2. [Empty text box]
- 3. [Empty text box]
- 4. [Empty text box]

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison: Lisa Summers, Tribal Secretary

Primary Requestor: _____
Your Name, Title / Dept. or Tribal Member

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.



Oneida Business Committee

Special Meeting

8:00 a.m. Monday, August 17, 2015
BC Conference Room, 2nd floor, Norbert Hill Center

Minutes

SPECIAL MEETING

Present: Vice-Chairwoman Melinda J. Danforth, Treasurer Trish King, Secretary Lisa Summers, Council members: Tehassi Hill, Jennifer Webster;

Not Present: Chairwoman Tina Danforth, Fawn Billie;

Arrived at: Council members David Jordan and Brandon Stevens at 8:02 a.m.;

Others present: Larry Barton, Lisa Liggins, JoAnne House, Brad Graham, Bill Graham, Mike Debraska, Leah Dodge, Cathy L. Metoxen, Michelle Mays, Frank Cornelius Sr., Luann Green, Douglass McIntyre, Heather Heuer, Susan White, Candice Skenandore, Anita Barber, Madelyn Genskow, Joyce Hoes, Michele Doxtator, Trina Schuyler, Geraldine Danforth, Lloyd Powless, Matt Denny, Marsha Danforth, Carol Elm;

I. Call to Order and Roll Call by Vice-Chairwoman Melinda J. Danforth at 8:01 a.m.

II. Opening by Councilman Tehassi Hill

III. Adopt the agenda

Motion by Lisa Summers to adopt the agenda, seconded by Jennifer Webster. Motion carried unanimously.

Ayes: Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Lisa Summers, Jennifer Webster

Not Present: Fawn Billie, Tina Danforth

Amendment to the main motion by David Jordan to address agenda item VII.A. Petitioner Frank Cornelius: Special GTC meeting to address four resolutions first, seconded by Tehassi Hill. Motion carried unanimously:

Ayes: Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Lisa Summers, Jennifer Webster

Not Present: Fawn Billie, Tina Danforth

Treasurer Trish King departs at 8:34 a.m.

Councilman Tehassi Hill departs at 8:35 a.m.

Treasurer Trish King returns at 8:36 a.m.

Councilman Tehassi Hill returns at 8:40 a.m.

IV. Standing Committees

A. Finance Committee

1. Enter E-poll results into record for approval of the July 29, 2015 Finance Committee E-Poll approving activation of CIP #13-002

Sponsor: Lisa Summers, Tribal Secretary

Excerpt from August 12, 2015: Motion by Lisa Summers to adjourn at 2:06 p.m. and to direct the Tribal Secretary to coordinate Business Committee special meeting date for the remainder of this agenda, seconded by Brandon Stevens. Motion carried unanimously.

Motion by Lisa Summers to enter E-poll results into record for approval of the July 29, 2015 Finance Committee E-Poll approving activation of CIP #13-002, seconded by Jennifer Webster. Motion carried unanimously:

Ayes: Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Lisa Summers, Jennifer Webster

Not Present: Fawn Billie, Tina Danforth

Secretary Lisa Summers is excused at 9:00 a.m.

Motion by Trish King to request the CIP team for 54 One Stop project hold a public meeting regarding the environmental issues as soon as possible, seconded by Jennifer Webster. Motion carried unanimously:

Ayes: Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Jennifer Webster

Not Present: Fawn Billie, Tina Danforth, Lisa Summers

V. General Tribal Council

A. Petitioner Madelyn Genskow: Special GTC meeting to address four resolutions

Sponsor: Lisa Summers, Tribal Secretary

Excerpt from August 12, 2015: Motion by Lisa Summers to adjourn at 2:06 p.m. and to direct the Tribal Secretary to coordinate Business Committee special meeting date for the remainder of this agenda, seconded by Brandon Stevens. Motion carried unanimously.

Excerpt from July 22, 2015: (1) Motion by David Jordan to accept the financial analysis for resolution 2, regarding Swimming Lessons, and resolution 4, regarding Elder Home Repair, seconded by Trish King. Motion carried unanimously. (2) Motion by Melinda J. Danforth to defer this item to the Secretary's Office to determine which General Tribal Council meeting agenda this item should fall on and this be brought back to the August 12, 2015 regular Business Committee meeting and to direct the final financial analyses regarding Boards, Committee, and Commissions be brought back to the August 12, 2015 regular Business Committee meeting, seconded by Jennifer Webster. Motion carried unanimously.

Excerpt from July 8, 2015: Motion by Trish King to defer the remaining financial analyses to the July 22, 2015, regular Business Committee meeting, seconded by David Jordan. Motion carried unanimously.

Excerpt from June 10, 2015: (1) Motion by Jennifer Webster to accept the financial analysis for resolution 1, regarding Budget Development, seconded by Lisa Summers. Motion carried unanimously. (2) Motion by Jennifer Webster to provide an additional 15 days for Finance to complete and submit the remaining three (3) analyses, seconded by Lisa Summers. Motion carried unanimously.

Excerpt from April 22, 2015: Lisa Summers to accept the legal analyses for resolution #3, regarding Boards, Committees, and Commissions and resolution #4 regarding Elder Home Repair and to allow an additional 30 days for the Finance office to complete their analyses, seconded by Fawn Billie. Motion carried unanimously.

Excerpt from March 25, 2015: (1) Motion by Melinda J. Danforth to accept the legal opinion for the budget development portion of the petition, seconded by Jennifer Webster. Motion carried unanimously. (2) Motion by Jennifer Webster to accept the legal opinion for the swimming lessons portion of the petition, seconded by Tehassi Hill. Motion carried unanimously.

Excerpt from February 11, 2015: Motion by Lisa Summers to accept the legislative analysis and provide an additional sixty (60) days for the Law and Finance offices to submit the appropriate analyses, seconded by Tehassi Hill. Motion carried unanimously.

Excerpt from January 28, 2015: Motion by Tehassi Hill to accept the status update from the Legislative Reference Office, seconded by Jennifer Webster. Motion carried unanimously.

Excerpt from December 10, 2014: Motion by Lisa Summers to accept the verified petition submitted by Madelyn Genskow, to send the petition to the Law, Finance and Legislative Reference offices to begin work on the appropriate analyses, and that a progress report be submitted in 30 days, seconded by Jenny Webster. Motion carried unanimously.

Motion by Trish King to accept the financial analyses for resolution 3, regarding Boards, Committees, and Commissions and GTC Directives; request the Tribal Secretary work with the petitioner to schedule a General Tribal Council meeting; request the Tribal Secretary to send the petitioner the analyses for all the resolutions, seconded by Jennifer Webster. Motion carried unanimously:

Ayes: Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Jennifer Webster

Not Present: Fawn Billie, Tina Danforth, Lisa Summers

B. Petitioner Michelle Danforth-Anderson: Change Oneida Constitution and bylaws in regards to membership

Sponsor: Brandon Stevens, Councilman

Excerpt from August 12, 2015: Motion by Lisa Summers to adjourn at 2:06 p.m. and to direct the Tribal Secretary to coordinate Business Committee special meeting date for the remainder of this agenda, seconded by Brandon Stevens. Motion carried unanimously.

Excerpt from December 10, 2014: Motion by Jenny Webster to accept the update as information and direct the Tribal Secretary to bring back the final recommendation when it is ready, seconded by Tehassi Hill. Motion carried unanimously.

Excerpt from November 12, 2014: Motion by Melinda J. Danforth to accept the update as information and to direct the Tribal Secretary to provide a final recommendation on this item at the December 10, 2014, Business Committee meeting, seconded by Jenny Webster. Motion carried unanimously.

Excerpt from October 22, 2014: Motion by Melinda J. Danforth to accept the legislative, fiscal and legal analyses as provided for this petition and direct the Tribal Secretary to provide an update at the next Business Committee meeting on the update of the conversation with the petitioner, seconded by Tehassi Hill. Motion carried unanimously.

Excerpt from October 8, 2014: Motion by Trish King to defer Michelle Danforth's Petition to change the Oneida Constitution and By-Laws in regards to membership to the next regular Business Committee meeting, seconded by Tehassi Hill. Motion carried unanimously.

Excerpt from September 24, 2014: Motion by Fawn Billie to defer Michelle Danforth's Petition to change the Oneida Constitution and By-Laws in regards to membership to the next regular Business Committee meeting, seconded by Brandon Stevens. Motion carried unanimously.

Excerpt from August 13, 2014: Motion by Vince DelaRosa to accept the petition and send it on for the appropriate analyses to be completed and to come back to the Business Committee in 30 days, seconded by Melinda J. Danforth. Motion carried unanimously.

Motion by Brandon Stevens to request the Tribal Secretary provide a recommendation on how to proceed at the September 23, 2015, regular Business Committee meeting and that the Tribal Secretary considers the research memorandum dated August 5, 2015, seconded by Jennifer Webster. Motion carried unanimously:

Ayes: Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Jennifer Webster

Not Present: Fawn Billie, Tina Danforth, Lisa Summers

C. Petitioner John E. Powless Jr: Per capita payments

Sponsor: Lisa Summers, Tribal Secretary

Excerpt from August 12, 2015: Motion by Lisa Summers to adjourn at 2:06 p.m. and to direct the Tribal Secretary to coordinate Business Committee special meeting date for the remainder of this agenda, seconded by Brandon Stevens. Motion carried unanimously.

Excerpt from June 24, 2015: Motion by David Jordan to acknowledge receipt of the verified petition submitted by John E. Powless, Jr.; to send the verified petition to the Law, Finance, Legislative Reference and Direct Report Offices for the legal, financial, legislative and administrative analyses to be completed; to direct the Law, Finance and Legislative Reference Offices to submit the analyses to the Tribal Secretary's office within 60 days, and that a progress report be submitted in 45 days; and to direct the Direct Report Offices to submit the appropriate administrative analyses to the Tribal Secretary's office within 30 days, seconded by Tehassi Hill. Motion carried unanimously.

Motion by David Jordan to accept the legislative analysis for the regarding per capita payments submitted by petitioner John E. Powless Jr., seconded by Trish King. Motion carried unanimously:

Ayes: Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Jennifer Webster

Not Present: Fawn Billie, Tina Danforth, Lisa Summers

Councilwoman Jennifer Webster departs at 9:51 a.m.

Councilwoman Jennifer Webster returns at 9:54 a.m.

Councilman Tehassi Hill departs at 9:55 a.m.

Councilman Tehassi Hill returns at 9:58 a.m.

VI. Unfinished Business

A. Direct Legislative Operating Committee to make requested changes to Community Support Fund Policy

Sponsor: David Jordan, Councilman

Excerpt from August 12, 2015: Motion by Lisa Summers to adjourn at 2:06 p.m. and to direct the Tribal Secretary to coordinate Business Committee special meeting date for the remainder of this agenda, seconded by Brandon Stevens. Motion carried unanimously.

Excerpt from July 22, 2015: Motion by Jennifer Webster to defer the rest of the agenda items to the next regularly scheduled Business Committee meeting, seconded by Brandon Stevens. Motion carried unanimously.

Motion by Jennifer Webster to direct the requested changes to the Community Support Fund Policy to the Legislative Operating Committee and for proposed changes due back to the September 23, 2015 regular Business Committee meeting, seconded by David Jordan. Motion carried with one opposed and one abstention:

Ayes: David Jordan, Trish King, Jennifer Webster

Opposed: Tehassi Hill

Abstained: Brandon Stevens

Not Present: Fawn Billie, Tina Danforth, Lisa Summers

For the record: Brandon Stevens stated this item went on the LOC active files list on July 1st.

For the record: Tehassi Hill stated I oppose too because it is already on the LOC's agenda and Councilman David Jordan is already the sponsor. This is already being worked on so I don't believe it's necessary to add this to the LOC's agenda twice. It's already there.

B. Approve Food Service Category plan

Sponsor: Jo Ann House, Chief Counsel

Excerpt from August 12, 2015: Motion by Lisa Summers to adjourn at 2:06 p.m. and to direct the Tribal Secretary to coordinate Business Committee special meeting date for the remainder of this agenda, seconded by Brandon Stevens. Motion carried unanimously.

Excerpt from July 22, 2015: Motion by Melinda J. Danforth to defer this item to the next regular Business Committee meeting and request Chief Counsel to review General Tribal Council's action regarding a food amenity at the Oneida One-Stop located at Highway 54, seconded by Jennifer Webster. Motion carried with one opposed.

Motion by Jennifer Webster to accept the legal opinion “One-Stop Hwy 54 – Food Service – General Tribal Council Action” dated August 3, 2015, seconded by David Jordan. Motion carried unanimously:

Ayes: Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Jennifer Webster

Not Present: Fawn Billie, Tina Danforth, Lisa Summers

Motion by David Jordan to request Retail to update the food service category plan with the new timelines and implementation dates and for the updated food service category plan be presented at September 23, 2015, regular Business Committee meeting, seconded by Trish King. Motion carried unanimously:

Ayes: Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Jennifer Webster

Not Present: Fawn Billie, Tina Danforth, Lisa Summers

C. Determine responsible area for cemetery maintenance

Sponsor: Brandon Stevens, Councilman

Excerpt from August 12, 2015: Motion by Lisa Summers to adjourn at 2:06 p.m. and to direct the Tribal Secretary to coordinate Business Committee special meeting date for the remainder of this agenda, seconded by Brandon Stevens. Motion carried unanimously.

Excerpt from July 8, 2015: (1) Motion by Lisa Summers to accept the Oneida Trust/Enrollment Committee recommendation to turn over the cemetery maintenance contract to the Department of Public Works. Motion fails for lack of support. (2) Motion by Brandon Stevens to defer the issue to determine the responsible area for cemetery maintenance a special Business Committee work meeting and that an invitation be extended to all interested parties, including departments and families impacted, seconded by David Jordan. Motion carried unanimously.

Motion by David Jordan to defer this issue to the September 23, 2015, regular Business Committee meeting and direct the Tribal Secretary to schedule the special Business Committee work meeting and that an invitation be extended to all interested parties, including departments and families impacted, seconded by Jennifer Webster. Motion carried unanimously:

Ayes: Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Jennifer Webster

Not Present: Fawn Billie, Tina Danforth, Lisa Summers

VII. Tabled Business

A. Petitioner Frank Cornelius: Special GTC meeting to address four resolutions

Sponsor: Lisa Summers, Tribal Secretary

Excerpt from August 12, 2015: Motion by Lisa Summers to adjourn at 2:06 p.m. and to direct the Tribal Secretary to coordinate Business Committee special meeting date for the remainder of this agenda, seconded by Brandon Stevens. Motion carried unanimously.

Excerpt from July 22, 2015: Motion by Brandon Stevens to table this item to next regular Business Committee meeting, seconded by David Jordan. Motion carried unanimously.

Excerpt from July 8, 2015: Motion by Tehassi Hill to accept the update as information and defer this item to the July 22, 2015, regular Business Committee meeting as agreed upon by the Business Committee members and the petitioner, seconded by David Jordan. Motion carried unanimously.

Excerpt from June 24, 2015: Motion by Fawn Billie to defer this item to the next regular Business Committee meeting and direct the Secretary to work with the petitioner to find a solution to the concerns, seconded by Tehassi Hill. Motion carried unanimously.

Excerpt from May 27, 2015: Motion by David Jordan to direct the Secretary to reach out to Petitioner Frank Cornelius to request the four resolutions mentioned in the petition be submitted in 30 days, seconded by Lisa Summers. Motion carried unanimously.

Excerpt from May 13, 2015: (1) Motion by Trish King to acknowledge receipt of the petition submitted by Frank Cornelius, seconded by Fawn Billie. Motion carried unanimously. (2) Motion by Trish King to send the verified petition to the Law, Finance, Legislative Reference and Direct Report Offices for legal, financial, legislative and administrative analyses to be completed; to

direct the Law, Finance and Legislative Offices to submit the analyses to the Secretary within 60 days and a that a progress report is submitted in 45 days, seconded by David Jordan. Motion carried unanimously. **(3) Motion by David Jordan to direct the Direct Report Offices to submit the appropriate administrative analyses to the Secretary within 30 days, seconded by Trish King. Motion carried unanimously.**

Motion by Lisa Summers to take this item from the table, seconded by David Jordan. Motion carried unanimously:

Ayes: Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Jennifer Webster
Not Present: Fawn Billie, Tina Danforth, Lisa Summers

Motion by Jennifer Webster to forward the four resolutions to the Legislative, Law, Finance offices for the appropriate analyses and for those analyses to be due at the September 9, 2015 regular Business Committee meeting, seconded by Lisa Summers. Motion carried unanimously:

Ayes: Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Jennifer Webster
Not Present: Fawn Billie, Tina Danforth, Lisa Summers

Motion by Lisa Summers to request the Law Office provide a legal opinion about what occurs when a petition is submitted which does not have all the appropriate documentation that would go with the petition, seconded by Tehassi Hill. Motion carried with one abstention:

Ayes: Tehassi Hill, Trish King, Brandon Stevens, Lisa Summers, Jennifer Webster
Abstained: David Jordan
Not Present: Fawn Billie, Tina Danforth

VIII. New Business

A. Accept the notice dated July 29, 2015 from the U.S. Dept. of Interior regarding appeal of the Secretarial Election

Sponsor: Cristina Danforth, Tribal Chairwoman

Excerpt from August 12, 2015: Motion by Lisa Summers to adjourn at 2:06 p.m. and to direct the Tribal Secretary to coordinate Business Committee special meeting date for the remainder of this agenda, seconded by Brandon Stevens. Motion carried unanimously.

Motion by David Jordan to accept the notice dated July 29, 2015 from the U.S. Dept. of Interior regarding appeal of the Secretarial Election, seconded by Brandon Stevens. Motion carried unanimously:

Ayes: Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Jennifer Webster
Not Present: Fawn Billie, Tina Danforth, Lisa Summers

B. Enter E-poll results into record for the adoption of resolution 07-31-15-A DHHS/Indian Health Services Grant-Dental Preventive and Clinical Support Center Program

Sponsor: Lisa Summers, Tribal Secretary

Excerpt from August 12, 2015: Motion by Lisa Summers to adjourn at 2:06 p.m. and to direct the Tribal Secretary to coordinate Business Committee special meeting date for the remainder of this agenda, seconded by Brandon Stevens. Motion carried unanimously.

Motion by David Jordan to enter the E-poll results into record for the adoption of resolution 07-31-15-A DHHS/Indian Health Services Grant-Dental Preventive and Clinical Support Center Program, seconded by Trish King. Motion carried unanimously:

Ayes: Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Jennifer Webster
Not Present: Fawn Billie, Tina Danforth, Lisa Summers
Not Present:

C. Accept Special Election final report and declare official results

Liaison: Melinda J. Danforth, Tribal Vice-Chairwoman

Excerpt from August 12, 2015: Motion by Lisa Summers to adjourn at 2:06 p.m. and to direct the Tribal Secretary to coordinate Business Committee special meeting date for the remainder of this agenda, seconded by Brandon Stevens. Motion carried unanimously.

Motion by Jennifer Webster to accept the July 11, 2015, Special Election final report and declare results official, seconded by Trish King. Motion carried with one abstention:

Ayes: Tehassi Hill, Trish King, Brandon Stevens, Jennifer Webster
 Abstained: David Jordan
 Not Present: Fawn Billie, Tina Danforth, Lisa Summers
 For the record: David Jordan stated I am abstaining for the record because my sister, Barbara Erickson, sits on the Election Board.

D. Approve limited waiver of sovereign immunity for Eagle Disposal contract # 2015-0603

Sponsor: Don White, Division Director/Government Service Division

Excerpt from August 12, 2015: Motion by Lisa Summers to adjourn at 2:06 p.m. and to direct the Tribal Secretary to coordinate Business Committee special meeting date for the remainder of this agenda, seconded by Brandon Stevens. Motion carried unanimously.

Motion by David Jordan to approve a limited waiver of sovereign immunity for Eagle Disposal contract # 2015-0603, seconded by Trish King. Motion carried unanimously:

Ayes: Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Jennifer Webster
 Not Present: Fawn Billie, Tina Danforth, Lisa Summers

E. Approve limited waiver of sovereign immunity for Aging and Disability Resource Center of Brown Cty, Inc. contract # 2015-0113

Sponsor: Don White, Division Director/Government Service Division

Excerpt from August 12, 2015: Motion by Lisa Summers to adjourn at 2:06 p.m. and to direct the Tribal Secretary to coordinate Business Committee special meeting date for the remainder of this agenda, seconded by Brandon Stevens. Motion carried unanimously.

Motion by David Jordan to approve a limited waiver of sovereign immunity for Aging and Disability Resource Center of Brown Cty, Inc. contract # 2015-0113, seconded by Brandon Stevens. Motion carried unanimously:

Ayes: Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Jennifer Webster
 Not Present: Fawn Billie, Tina Danforth, Lisa Summers

F. Approve limited waiver of sovereign immunity for Scientific Learning contract # 2015-0664

Sponsor: Fawn Billie, Council Member

Excerpt from August 12, 2015: Motion by Lisa Summers to adjourn at 2:06 p.m. and to direct the Tribal Secretary to coordinate Business Committee special meeting date for the remainder of this agenda, seconded by Brandon Stevens. Motion carried unanimously.

Motion by David Jordan to approve a limited waiver of sovereign immunity for Scientific Learning contract # 2015-0664, seconded by Trish King. Motion carried unanimously:

Ayes: Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Jennifer Webster
 Not Present: Fawn Billie, Tina Danforth, Lisa Summers

Councilman Brandon Stevens departs at 11:26 a.m.

Councilman Brandon Stevens returns at 11:31 a.m.

Councilman David Jordan departs at 11:45 a.m.

Councilman Tehassi Hill departs at 11:49 a.m.

Councilman Tehassi Hill returns at 11:50 a.m.

IX. Travel**A. Travel Requests****1. Enter E-poll results into the record for Travel Request – Cultural Heritage staff – Great Law Recital – Hogansburg, NY – July 23-31, 2015**

Excerpt from August 12, 2015: Motion by Lisa Summers to adjourn at 2:06 p.m. and to direct the Tribal Secretary to coordinate Business Committee special meeting date for the remainder of this agenda, seconded by Brandon Stevens. Motion carried unanimously.

Motion by Tehassi Hill to enter the E-poll results into the record for Travel Request – Cultural Heritage staff – Great Law Recital – Hogansburg, NY – July 23-31, 2015, seconded by David Jordan. Motion carried unanimously:

Ayes: Tehassi Hill, Trish King, Brandon Stevens, Jennifer Webster
 Not Present: Fawn Billie, Tina Danforth, David Jordan, Lisa Summers
 For the record: Jennifer Webster stated I understand the need for five people to attend. The request was for four of the five people to collect mileage. I don't feel that's responsible and I request that next year that there's better effort for carpooling. Thank you.

Councilman David Jordan returns at 11:56 a.m.

2. Councilman David Jordan – 15th Annual Travois Country Affordable Housing and Economic Development Conference – New Orleans, LA – September 21-24, 2015

Excerpt from August 12, 2015: Motion by Lisa Summers to adjourn at 2:06 p.m. and to direct the Tribal Secretary to coordinate Business Committee special meeting date for the remainder of this agenda, seconded by Brandon Stevens. Motion carried unanimously.

Motion by Trish King to approve the travel request for Councilman David Jordan to attend the 15th Annual Travois Country Affordable Housing and Economic Development Conference – New Orleans, LA – September 21-24, 2015, seconded by Jennifer Webster. Motion carried with one abstention:

Ayes: Tehassi Hill, Trish King, Brandon Stevens, Jennifer Webster
 Abstained: David Jordan
 Not Present: Fawn Billie, Tina Danforth, Lisa Summers

3. Approve procedural exception to the Travel and Expense Policy: Five Office of Child Support Enforcement staff – Western Interstate Child Support Enforcement Conference – Fort Worth, TX – September 13-17, 2015

Excerpt from August 12, 2015: Motion by Lisa Summers to adjourn at 2:06 p.m. and to direct the Tribal Secretary to coordinate Business Committee special meeting date for the remainder of this agenda, seconded by Brandon Stevens. Motion carried unanimously.

Motion by Jennifer Webster to approve the procedural exception to the Travel and Expense Policy for Five Office of Child Support Enforcement staff to attend the Western Interstate Child Support Enforcement Conference – Fort Worth, TX – September 13-17, 2015, noting the travel request is 100% grant funded, seconded by Brandon Stevens. Motion carried unanimously:

Ayes: Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Jennifer Webster
 Not Present: Fawn Billie, Tina Danforth, Lisa Summers

Motion by Brandon Stevens to recess until 1:30 p.m. Motion failed for lack of support.

Treasurer Trish King departs at 12:12 p.m.

Treasurer Trish King returns at 12:14 p.m.

Councilwoman Jennifer Webster departs at 12:17 p.m.

Councilwoman Jennifer Webster returns at 12:18 p.m.

X. Reports**A. Operational Reports****1. Governmental Services Division FY '15 3rd quarter report (No Report Submitted)**

Sponsor: Don White, Division Director/Governmental Services Division

Excerpt from August 12, 2015: Motion by Lisa Summers to adjourn at 2:06 p.m. and to direct the Tribal Secretary to coordinate Business Committee special meeting date for the remainder of this agenda, seconded by Brandon Stevens. Motion carried unanimously.

Motion by Jennifer Webster to defer the Governmental Services Division FY '15 3rd quarter report to the next regular Business Committee meeting, seconded by Brandon Stevens. Motion carried unanimously:

Ayes: Tehassi Hill, David Jordan, Trish King, Brandon Stevens

Not Present: Fawn Billie, Tina Danforth, Lisa Summers, Jennifer Webster

2. Accept Human Resource Department FY '15 3rd quarter report

Sponsor: Geraldine Danforth, Area Manager/Human Resource Department

Excerpt from August 12, 2015: Motion by Lisa Summers to adjourn at 2:06 p.m. and to direct the Tribal Secretary to coordinate Business Committee special meeting date for the remainder of this agenda, seconded by Brandon Stevens. Motion carried unanimously.

Motion by Jennifer Webster to accept the Human Resource Department FY '15 3rd quarter report, seconded by Tehassi Hill. Motion carried unanimously:

Ayes: Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Jennifer Webster

Not Present: Fawn Billie, Tina Danforth, Lisa Summers

B. Boards Committees and Commissions**1. Oneida Nation Arts Board FY '15 3rd quarter report – Nic Reynolds, Chair (No Report Submitted)**

Liaison: Jennifer Webster, Councilwoman

Excerpt from August 12, 2015: Motion by Lisa Summers to adjourn at 2:06 p.m. and to direct the Tribal Secretary to coordinate Business Committee special meeting date for the remainder of this agenda, seconded by Brandon Stevens. Motion carried unanimously.

Excerpt from July 22, 2015: Motion by Jennifer Webster to defer the rest of the agenda items to the next regularly scheduled Business Committee meeting, seconded by Brandon Stevens. Motion carried unanimously.

Excerpt from July 8, 2015: Motion by Fawn Billie to defer the Oneida Nation Arts Board FY '15 3rd quarter report to the next regular Business Committee meeting and direct the Oneida Nation Arts Board liaison, Councilwoman Jennifer Webster, to follow up with the Board, seconded by Tehassi Hill. Motion carried unanimously.

Motion by Brandon Stevens to defer the Oneida Nation Arts Board FY '15 3rd quarter report to the next regular Business Committee meeting and direct the Oneida Nation Arts Board liaison, Councilwoman Jennifer Webster, to follow up with the Board, seconded by Tehassi Hill. Motion carried unanimously:

Ayes: Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Jennifer Webster

Not Present: Fawn Billie, Tina Danforth, Lisa Summers

2. Accept Oneida Personnel Commission FY '15 3rd quarter report – Yvonne Jourdan, Chair

Liaison: Lisa Summers, Tribal Secretary

Excerpt from August 12, 2015: Motion by Lisa Summers to adjourn at 2:06 p.m. and to direct the Tribal Secretary to coordinate Business Committee special meeting date for the remainder of this agenda, seconded by Brandon Stevens. Motion carried unanimously.

Excerpt from July 22, 2015: Motion by Jennifer Webster to defer the rest of the agenda items to the next regularly scheduled Business Committee meeting, seconded by Brandon Stevens. Motion carried unanimously.

Motion by David Jordan to accept the Oneida Personnel Commission FY '15 3rd quarter report, seconded by Jennifer Webster. Motion carried unanimously:

Ayes: Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Jennifer Webster
 Not Present: Fawn Billie, Tina Danforth, Lisa Summers

3. Accept Oneida Police Comm. FY '15 3rd quarter report – Bernie John-Stevens, President
 Liaison: Lisa Summers, Tribal Secretary

Excerpt from August 12, 2015: Motion by Lisa Summers to adjourn at 2:06 p.m. and to direct the Tribal Secretary to coordinate Business Committee special meeting date for the remainder of this agenda, seconded by Brandon Stevens. Motion carried unanimously.

Excerpt from July 22, 2015: Motion by Jennifer Webster to defer the rest of the agenda items to the next regularly scheduled Business Committee meeting, seconded by Brandon Stevens. Motion carried unanimously.

Motion by David Jordan to accept the Oneida Police Commission FY '15 3rd quarter report noting that these Boards, Committees, and Commissions are turning their reports in on time and it is unfortunate that they are not here to give a presentation because of our delay, seconded by Trish King. Motion carried unanimously:

Ayes: Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Jennifer Webster
 Not Present: Fawn Billie, Tina Danforth, Lisa Summers

4. Accept Oneida Pow-wow Committee FY '15 3rd quarter report – Lloyd Powless Jr., Chair
 Liaison: Fawn Billie, Councilwoman

Excerpt from August 12, 2015: Motion by Lisa Summers to adjourn at 2:06 p.m. and to direct the Tribal Secretary to coordinate Business Committee special meeting date for the remainder of this agenda, seconded by Brandon Stevens. Motion carried unanimously.

Excerpt from July 22, 2015: Motion by Jennifer Webster to defer the rest of the agenda items to the next regularly scheduled Business Committee meeting, seconded by Brandon Stevens. Motion carried unanimously.

Motion by David Jordan to accept the Oneida Pow-wow Committee FY '15 3rd quarter report, seconded by Jennifer Webster, noting that a theft was noted in the report after the powwow at the Shenandoah Complex and is being investigated by Oneida Police Department¹. Motion carried unanimously:

Ayes: Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Jennifer Webster
 Not Present: Fawn Billie, Tina Danforth, Lisa Summers

5. Accept SEOTS Advisory Board FY '15 3rd quarter report – Dan Schiller, Chair

Liaison: Tina Danforth, Chairwoman
Excerpt from August 12, 2015: Motion by Lisa Summers to adjourn at 2:06 p.m. and to direct the Tribal Secretary to coordinate Business Committee special meeting date for the remainder of this agenda, seconded by Brandon Stevens. Motion carried unanimously.

Excerpt from July 22, 2015: Motion by Jennifer Webster to defer the rest of the agenda items to the next regularly scheduled Business Committee meeting, seconded by Brandon Stevens. Motion carried unanimously.

Motion by Brandon Stevens to accept the SEOTS Advisory Board FY '15 3rd quarter report, seconded by Trish King. Motion carried unanimously:

Ayes: Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Jennifer Webster
 Not Present: Fawn Billie, Tina Danforth, Lisa Summers

6. Accept Oneida Nation Veterans Affairs Comm. FY '15 3rd quarter rept. – Mike Hill, Chair
 Liaison: Jennifer Webster, Councilwoman

¹ Vice-Chairwoman, Melinda J. Danforth, asks that the Pow Wow Committee liaison, Fawn Billie, monitor the theft situation and report out, if there's the ability to, at the next Pow Wow Committee's report. Vice-Chairwoman Danforth will follow up with liaison.

Excerpt from August 12, 2015: Motion by Lisa Summers to adjourn at 2:06 p.m. and to direct the Tribal Secretary to coordinate Business Committee special meeting date for the remainder of this agenda, seconded by Brandon Stevens. Motion carried unanimously.

Excerpt from July 22, 2015: Motion by Jennifer Webster to defer the rest of the agenda items to the next regularly scheduled Business Committee meeting, seconded by Brandon Stevens. Motion carried unanimously.

Motion by David Jordan to accept the Oneida Nation Veterans Affairs Committee FY '15 3rd quarter report, seconded by Brandon Stevens. Motion carried unanimously:

Ayes: Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Jennifer Webster
Not Present: Fawn Billie, Tina Danforth, Lisa Summers

7. Accept Oneida Gaming Comm. FY '15 3rd quarter rept. – Mark A. Powless Sr., Chair
Liaison: Brandon Stevens, Councilman

Excerpt from August 12, 2015: Motion by Lisa Summers to adjourn at 2:06 p.m. and to direct the Tribal Secretary to coordinate Business Committee special meeting date for the remainder of this agenda, seconded by Brandon Stevens. Motion carried unanimously.

Motion by Jennifer Webster to accept the Oneida Gaming Comm. FY '15 3rd quarter report, seconded by Trish King. Motion carried unanimously:

Ayes: Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Jennifer Webster
Not Present: Fawn Billie, Tina Danforth, Lisa Summers

8. Accept Oneida Nation Commission on Aging FY '15 3rd quarter report – Wesley Martin, Jr., ONCOA Chairman
Liaison: Melinda J. Danforth, Tribal Vice-Chairwoman

Excerpt from August 12, 2015: Motion by Lisa Summers to adjourn at 2:06 p.m. and to direct the Tribal Secretary to coordinate Business Committee special meeting date for the remainder of this agenda, seconded by Brandon Stevens. Motion carried unanimously.

Motion by David Jordan to accept the Oneida Nation Commission on Aging FY '15 3rd quarter report, seconded by Trish King. Motion carried unanimously:

Ayes: Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Jennifer Webster
Not Present: Fawn Billie, Tina Danforth, Lisa Summers

9. Accept Oneida Election Board FY '15 3rd quarter report – Lori Elm, Chair
Liaison: Melinda J. Danforth, Tribal Vice-Chairwoman

Excerpt from August 12, 2015: Motion by Lisa Summers to adjourn at 2:06 p.m. and to direct the Tribal Secretary to coordinate Business Committee special meeting date for the remainder of this agenda, seconded by Brandon Stevens. Motion carried unanimously.

Motion by David Jordan to accept the Oneida Election Board FY '15 3rd quarter report, seconded by Jennifer Webster. Motion carried unanimously:

Ayes: Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Jennifer Webster
Not Present: Fawn Billie, Tina Danforth, Lisa Summers

XI. Executive Session

A. Reports

- 1. Gaming General Manager report** – Louise Cornelius, General Manager/Gaming
Excerpt from August 12, 2015: Motion by Lisa Summers to adjourn at 2:06 p.m. and to direct the Tribal Secretary to coordinate Business Committee special meeting date for the remainder of this agenda, seconded by Brandon Stevens. Motion carried unanimously.

Excerpt from July 22, 2015: Motion by Jennifer Webster to defer the rest of the agenda items to the next regularly scheduled Business Committee meeting, seconded by Brandon Stevens. Motion carried unanimously.

Motion by Tehassi Hill to accept the Gaming General Manager Report presented July 22, 2015, seconded by Brandon Stevens. Motion carried unanimously:

Ayes: Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Jennifer Webster

Not Present: Fawn Billie, Tina Danforth, Lisa Summers

- 2. Intergovernmental Affairs and Communications report** – Nathan King, Director/IGAC
Excerpt from August 12, 2015: Motion by Lisa Summers to adjourn at 2:06 p.m. and to direct the Tribal Secretary to coordinate Business Committee special meeting date for the remainder of this agenda, seconded by Brandon Stevens. Motion carried unanimously.
Excerpt from July 22, 2015: Motion by Jennifer Webster to defer the rest of the agenda items to the next regularly scheduled Business Committee meeting, seconded by Brandon Stevens. Motion carried unanimously.

Motion by Jennifer Webster to accept the Intergovernmental Affairs & Communications Report; approve Chairwoman Tina Danforth and Councilwoman Jennifer Webster to attend the Speaker John Boehner event on August 12, 2015, in Madison, WI; and approve Chairwoman Danforth and Vice-Chairwoman Danforth to attend the September 2, 2015, Green Bay Packer luncheon event, seconded by David Jordan. Motion carried with one abstention:

Ayes: Tehassi Hill, David Jordan, Trish King, Brandon Stevens

Abstained: Jennifer Webster

Not Present: Fawn Billie, Tina Danforth, Lisa Summers

Motion by Lisa Summers to accept the update, including the August 17, 2015, memorandum to the Business Committee regarding this issue, seconded by Jennifer Webster. Motion carried unanimously:

Ayes: Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Lisa Summers, Jennifer Webster

Not Present: Fawn Billie, Tina Danforth

Councilman David Jordan departs at 1:15 p.m.

- 3. Chief Counsel report from July 22, 2015** – Jo Anne House, Chief Counsel
Excerpt from August 12, 2015: Motion by Lisa Summers to adjourn at 2:06 p.m. and to direct the Tribal Secretary to coordinate Business Committee special meeting date for the remainder of this agenda, seconded by Brandon Stevens. Motion carried unanimously.
Excerpt from July 22, 2015: Motion by Jennifer Webster to defer the rest of the agenda items to the next regularly scheduled Business Committee meeting, seconded by Brandon Stevens. Motion carried unanimously.

Motion by Jennifer Webster to accept the Chief Counsel report presented July 22, 2015, seconded by Trish King. Motion carried unanimously:

Ayes: Tehassi Hill, Trish King, Brandon Stevens, Jennifer Webster

Not Present: Fawn Billie, Tina Danforth, David Jordan, Lisa Summers

- 4. Oneida Seven Generations Corporation report** – Pete J. King, III/Agent

Sponsor: Cristina Danforth, Tribal Chairwoman

Excerpt from August 12, 2015: Motion by Lisa Summers to adjourn at 2:06 p.m. and to direct the Tribal Secretary to coordinate Business Committee special meeting date for the remainder of this agenda, seconded by Brandon Stevens. Motion carried unanimously.

Motion by Tehassi Hill to accept the Oneida Seven Generations Corporation report, seconded by Trish King. Motion carried unanimously:

Ayes: Tehassi Hill, Trish King, Brandon Stevens, Jennifer Webster

Not Present: Fawn Billie, Tina Danforth, David Jordan, Lisa Summers

Motion by Brandon Stevens to accept the recommendations in the memorandum dated August 11, 2015, from Attorney James Bittorf, seconded by Tehassi Hill. Motion carried unanimously:

Ayes: Tehassi Hill, Trish King, Brandon Stevens, Jennifer Webster
Not Present: Fawn Billie, Tina Danforth, David Jordan, Lisa Summers

5. Chief Counsel report – Jo Anne House, Chief Counsel

Excerpt from August 12, 2015: Motion by Lisa Summers to adjourn at 2:06 p.m. and to direct the Tribal Secretary to coordinate Business Committee special meeting date for the remainder of this agenda, seconded by Brandon Stevens. Motion carried unanimously.

Motion by Trish King to approve the Chief Counsel report presented August 11, 2015, seconded by Tehassi Hill. Motion carried unanimously:

Ayes: Tehassi Hill, Trish King, Brandon Stevens, Jennifer Webster
Not Present: Fawn Billie, Tina Danforth, David Jordan, Lisa Summers

Councilman David Jordan returns at 1:21 p.m.

B. Audit Committee

1. Direct MIS to provide information for Audit Request #336

Sponsor: Tehassi Hill, Councilman

Excerpt from August 12, 2015: Motion by Lisa Summers to adjourn at 2:06 p.m. and to direct the Tribal Secretary to coordinate Business Committee special meeting date for the remainder of this agenda, seconded by Brandon Stevens. Motion carried unanimously.

Motion by Jennifer Webster to direct the Internal Services Division Director to have MIS provide the information for Audit Request #336, seconded by Tehassi Hill. Motion carried unanimously:

Ayes: Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Jennifer Webster
Not Present: Fawn Billie, Tina Danforth, Lisa Summers

C. Unfinished Business

1. Land Claims Strategy

Sponsor: Nathan King, IGAC Director

Excerpt from August 12, 2015: Motion by Lisa Summers to adjourn at 2:06 p.m. and to direct the Tribal Secretary to coordinate Business Committee special meeting date for the remainder of this agenda, seconded by Brandon Stevens. Motion carried unanimously.

Excerpt from July 22, 2015: Motion by Jennifer Webster to defer the rest of the agenda items to the next regularly scheduled Business Committee meeting, seconded by Brandon Stevens. Motion carried unanimously.

Excerpt from July 8, 2015: Motion by David Jordan to defer the detailed budget and timeline for the Land Claims strategy to the July 22, 2015 regular Business Committee meeting, seconded by Fawn Billie. Motion carried with one abstention.

Excerpt from June 24, 2015: Motion by Jennifer Webster to direct the Land Claims strategy team to develop a detailed plan and timeline for the July 8, 2015, regular Business Committee meeting, seconded by David Jordan. Motion carried unanimously.

Excerpt from May 27, 2015: Motion by Melinda J. Danforth to accept the update from Attorney Locklear and request Intergovernmental Affairs and Communications to proceed with option four as presented and develop and action plan to be brought back to the Business Committee in 30 days, seconded by Lisa Summers. Motion carried unanimously.

Motion by Trish King to accept the Intergovernmental Affairs & Communication update on the Land Claims Strategy and to defer to the August 26, 2015 Business Committee meeting for the next update, seconded by Jennifer Webster. Motion carried unanimously:

Ayes: Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Jennifer Webster
Not Present: Fawn Billie, Tina Danforth, Lisa Summers

2. Approve Chief Counsel attorney contract

Sponsor: Fawn Billie, Councilwoman

Excerpt from August 12, 2015: Motion by Lisa Summers to adjourn at 2:06 p.m. and to direct the Tribal Secretary to coordinate Business Committee special meeting date for the remainder of this agenda, seconded by Brandon Stevens. Motion carried unanimously.

Excerpt from July 22, 2015: Motion by Jennifer Webster to defer the rest of the agenda items to the next regularly scheduled Business Committee meeting, seconded by Brandon Stevens. Motion carried unanimously.

Excerpt from May 13, 2015: Motion by Trish King to accept the update, to add a May 26 deadline for the Business Committee to provide feedback or suggestions, and to add Councilman David Jordan to the Contract Development team, seconded by Fawn Billie. Motion carried unanimously.

Excerpt from April 08, 2015: Motion by Lisa Summers for the assigned Business Committee team members, Council members Fawn Billie and Brandon Stevens, and Chairwoman Tina Danforth, to provide an update to the Business Committee at the May 13, 2015 Business Committee regular meeting, seconded by Melinda J. Danforth. Motion carried unanimously.

Excerpt from September 24, 2014: Motion by Lisa Summers to have the Business Committee develop a work team to update performance benchmarks and that the team complete a follow-up review in six months and that the team be comprised of Councilwoman Fawn Billie, Councilman Brandon Stevens and Chairwoman Tina Danforth, seconded by Tehassi Hill. Motion carried unanimously.

Motion by Trish King to approve the Chief Counsel Contract as presented, seconded by Brandon Stevens. Motion carried unanimously:

Ayes: Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Jennifer Webster

Not Present: Fawn Billie, Tina Danforth, Lisa Summers

3. Approve Gaming General Manager employment contract

Sponsor: Fawn Billie, Councilwoman

Excerpt from August 12, 2015: Motion by Lisa Summers to adjourn at 2:06 p.m. and to direct the Tribal Secretary to coordinate Business Committee special meeting date for the remainder of this agenda, seconded by Brandon Stevens. Motion carried unanimously.

Excerpt from July 22, 2015: Motion by Jennifer Webster to defer the rest of the agenda items to the next regularly scheduled Business Committee meeting, seconded by Brandon Stevens. Motion carried unanimously.

Excerpt from May 13, 2015: Motion by Trish King to accept the update, to add a May 26 deadline for the Business Committee to provide feedback or suggestions, and to add Councilman David Jordan to the Contract Development team, seconded by Fawn Billie. Motion carried unanimously.

Excerpt from April 08, 2015: Motion by Melinda J. Danforth for the assigned Business Committee team members, Council members Fawn Billie and Brandon Stevens, and Chairwoman Tina Danforth, to provide an update to the Business Committee at the May 13, 2015 Business Committee regular meeting on the next steps for Gaming General Manager contract, seconded by Jennifer Webster. Motion carried unanimously.

Excerpt from September 24, 2014: Motion by Lisa Summers to have the Business Committee develop a work team to update performance benchmarks and that the team complete a follow-up review in six months and that the team be comprised of Councilwoman Fawn Billie, Councilman Brandon Stevens and Chairwoman Tina Danforth, seconded by Tehassi Hill. Motion carried unanimously.

Motion by Brandon Stevens to approve the Gaming General Manager Contract as presented, seconded by David Jordan. Motion carried with one opposed and one abstention:

Ayes: David Jordan, Trish King, Brandon Stevens

Opposed: Jennifer Webster

Abstained: Tehassi Hill

Not Present: Fawn Billie, Tina Danforth, Lisa Summers

4. Goldwater suit – Indian Child Welfare case

Sponsor: Nathan King, Intergovernmental Affairs & Communications Director
Excerpt from August 12, 2015: Motion by Lisa Summers to adjourn at 2:06 p.m. and to direct the Tribal Secretary to coordinate Business Committee special meeting date for the remainder of this agenda, seconded by Brandon Stevens. Motion carried unanimously.

Excerpt from July 8, 2015: Motion by Brandon Stevens to refer the Goldwater suit issue to Intergovernmental Affairs and Communications to prepare a recommendation on a response from the Oneida Nation and the Oneida Child Protective Board by the first regular Business Committee meeting in August 2015, seconded Tehassi Hill. Motion carried unanimously.

Motion by Jennifer Webster to accept the update as information and keep this item as a standing item on the Business Committee agenda, seconded by Brandon Stevens. Motion carried unanimously:

Ayes: Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Jennifer Webster

Not Present: Fawn Billie, Tina Danforth, Lisa Summers

Motion by Jennifer Webster to retitle the agenda item to "Goldwater suit – Indian Child Welfare case", seconded by Brandon Stevens. Motion carried unanimously:

Ayes: Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Jennifer Webster

Not Present: Fawn Billie, Tina Danforth, Lisa Summers

D. New Business

1. Approve amendment of Town of Oneida service agreement # 2015-1504²

Sponsor: Nathan King, Intergovernmental Affairs & Communications Director
Excerpt from August 12, 2015: Motion by Lisa Summers to adjourn at 2:06 p.m. and to direct the Tribal Secretary to coordinate Business Committee special meeting date for the remainder of this agenda, seconded by Brandon Stevens. Motion carried unanimously.

Motion by David Jordan to adopt the one year extension of the Town of Oneida Service Agreement # 2008-1504³, seconded by Tehassi Hill. Motion carried unanimously:

Ayes: Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Jennifer Webster

Not Present: Fawn Billie, Tina Danforth, Lisa Summers

2. Approve continuation of additional duties compensation for Environmental Health & Safety Division Director

Sponsor: Melinda J. Danforth, Tribal Vice-Chairwoman
Excerpt from August 12, 2015: Motion by Lisa Summers to adjourn at 2:06 p.m. and to direct the Tribal Secretary to coordinate Business Committee special meeting date for the remainder of this agenda, seconded by Brandon Stevens. Motion carried unanimously.

Motion by Jennifer Webster to approve the continuation of additional duties compensation for Environmental Health & Safety Division Director through December 31, 2015, seconded by Brandon Stevens. Motion carried unanimously:

Ayes: Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Jennifer Webster

Not Present: Fawn Billie, Tina Danforth, Lisa Summers

Motion by Trish King to go into executive session at 1:45 p.m., seconded by Tehassi Hill. Motion carried unanimously:

Ayes: Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Jennifer Webster

Not Present: Fawn Billie, Tina Danforth, Lisa Summers

^{2,3} The contract reference number listed in the title and the motion is incorrect. The correct reference number, contract # 2008-1504, is included in the meeting materials.

Secretary Lisa Summers returns at 2:31 p.m.

Motion by Lisa Summers to come out of executive session at 3:28 p.m., seconded by Tehassi Hill. Motion carried unanimously:

Ayes: Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Lisa Summers,
Jennifer Webster
Not Present: Fawn Billie, Tina Danforth

XII. Adjourn

Motion by David Jordan to adjourn at 3:30 p.m., seconded by Trish King. Motion carried unanimously:

Ayes: Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Lisa Summers,
Jennifer Webster
Not Present: Fawn Billie, Tina Danforth

Minutes prepared by Lisa Liggins, Executive Assistant
Minutes approved as presented/corrected on August 26, 2015.

Lisa Summers, Secretary
ONEIDA BUSINESS COMMITTEE

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 08 / 26 / 15

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

[Empty text box]

Agenda Header: Motion to adopt the resolution entitled: Special Diabetes Program for Indians (SDPI) for CY201

Accept as Information only

Action - please describe:

Motion to adopt the resolution entitled: Special Diabetes Program for Indians (SDPI) for CY2016 and beyond through CY 2020.

3. Supporting Materials

Report Resolution Contract

Other:

1. Legal Review

3. Grant Proposal Authorization Form

2. Proposed Tribal Resolution

4. Letter of support for Tina's Danforth's signature

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison: Melinda J. Danforth, Tribal Vice Chairwoman

Primary Requestor: Sandra M. Schuyler, RN, BSN, Director of Nursing
Your Name, Title / Dept. or Tribal Member

Additional Requestor: Ravinder Vir, MD, OCHD Medical Director
Name, Title / Dept.

Additional Requestor: Debbie Danforth, RN, OCHD Operations Director
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

Describe the purpose, background/history, and action requested:

The Indian Health Service (IHS) Special Diabetes Program for Indians (SDPI) is accepting new and competing continuation cooperative applications for the Community-Directed Grant Program. This is a new grant cooperative agreement however, we have had its predecessor funding since the 1990's. It provides direct services to our community for the prevention and treatment of Diabetes. Our previous Grant award has been \$732,510.00, and we have been instructed that grantees should budget for the same amount as we received in 2015. Our Grant application deadline is October 7, 2015 (firm).

Diabetes is a complex and costly chronic disease that requires tremendous long-term efforts to prevent and treat. Although Diabetes is a nationwide public health problem, American Indians/Alaska Natives (AI/AN) people are disproportionately affected. In 2012, 15.9 % of AI/AN people aged 20 years or older had been diagnosed with Diabetes, compared to 7.6% of non-hispanic white people [CDC 2014 (<http://www.cdc.gov/diabetes/pubs/statsreport14/national-diabetes-report-web.pdf>)].

In response to the diabetes epidemic in Indian Country, Congress established the SDPI through the Balanced Budget Act of 1997. The purpose of the IHS cooperative agreement is to provide diabetes treatment and/or prevention activities and/or services for AI/AN communities. We are required to implement one SDPI Best Practice (Best Practice) and report data on the respective Required Key Measure. Activities and services will be aimed at reducing the risk of diabetes in at-risk individuals, providing high quality care to those diagnosed with diabetes and/or reducing the complications of Diabetes. We will create and provide a Semi-Annual and Annual Progress reports as well as the Annual Diabetes Audit.

- 1) Save a copy of this form for your records.
- 2) Print this form as a *.pdf OR print and scan this form in as *.pdf.
- 3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidation.org

ONEIDA LAW OFFICE

CONFIDENTIAL: ATTORNEY/CLIENT WORK PRODUCT

TO: Jamie L. Willis
Oneida Health Center

Use this number on future correspondence:

2015-0820

FROM: Kelly M. McAndrews, Staff Attorney *KMM*

DATE: August 18, 2015

RE: U.S. Indian Health Service-Special Diabetes
Program for Indians Resolution

<i>Purchasing Department Use</i>
<input checked="" type="checkbox"/> Contract Approved
<input type="checkbox"/> Contract Not Approved <i>(see attached explanation)</i>

If you have any questions or comments regarding this review, please call 869-4327.

The attached agreement, contract, policy and/or guaranty has been reviewed by the Oneida Law Office for legal content only. Please note the following:

- ✓ The document is in appropriate legal form. *(Execution is a management decision.)*

Oneida Tribe of Indians of Wisconsin



Oneidas bringing several hundred bags of corn to Washington's starving army at Valley Forge, after the colonists had consistently refused to aid them.



UGWA DEMOLUM YATEHE
Because of the help of this Oneida Chief in cementing a friendship between the six nations and the colony of Pennsylvania, a new nation, the United States was made possible.

BC Resolution _____

Special Diabetes Program for Indians (SDPI) for CY2016 and beyond through CY2020

- WHEREAS,** the Oneida Tribe of Indians of Wisconsin is a federally recognized Indian government and a treaty tribe recognized by the laws of the United States of America; and
- WHEREAS,** the Oneida General Tribal Council is the governing body of the Oneida Tribe of Indians of Wisconsin; and
- WHEREAS,** the Oneida Business Committee has been delegated the authority of Article IV, Section 1, of the Oneida Tribal Constitution by the Oneida General Tribal Council; and
- WHEREAS,** the Oneida Nation has determined that the overall goal of the Oneida Nation is to protect, maintain and improve the standard of living and the environment in which the Oneida people live, and
- WHEREAS,** The Oneida Comprehensive Health Division has an existing Diabetes Program for the Oneida Community, and
- WHEREAS,** The Oneida Comprehensive Health Division has been a recipient of the Indian Health Services Special Diabetes Program for Indians,

NOW THEREFORE BE IT RESOLVED, that the Oneida Nation authorizes and submits a grant application to: The Indian Health Services for the Special Diabetes Program for Indians for CY2016 and beyond through CY 2020.

GRANT PROPOSAL AUTHORIZATION FORM

ONEIDA GRANTS OFFICE

PH: (920) 496-7330 FAX: (920) 496-7494

Form Instructions: Double click on the grey area; a drop down called "form field option box" box will appear. In the "Items drop-down list" click on which one you want; then click on the "up" arrow move it to the top and click on ok. In the reporting area: Double click on the box you want to put an "x" in. A "check box form field" box will appear, in "under default value" click on "checked" then ok.

PROGRAM INFORMATION

Department: Comprehensive Health		Division/Non-Division: Health	
Program: Indian Health Services Competitive Diabetes Cooperative Agreement FY2016		Program Accountant: Elyshia Smith	
Person Responsible for proposal development: Sandy Schuyler		Phone: 869-4906	
Person Responsible for grant administration: Pricilla Dessart		Phone: 496-7326	
Project Title: Special Diabetes Program for Indian People			

GRANT INFORMATION

Name of Funding Source: Indian Health Service		Type (pick one): Federal	
Title of Grant: Special Diabetes Program for Indians; Community Directed Grant Program		CFDA No: 93.237	
Application Deadline: October 7, 2015		Grant Amount: \$732,510	
Project Period: January 1, 2016 thru December 31, 2020	Budget Period: Cycle 1; Jan 1, 2016 thru Dec 31, 2016	Type of Project (pick one): New	
Match Requested (% or \$): \$0.00	Match Type (pick one): None		
Is a Tribal resolution required? If yes, please notify Grants Office immediately. Yes			
Will this grant create a: New position No Committee No Commission No Board No			
Will this grant fund an existing position? Yes Name of Position(s): To be determined			
If YES, attach draft job description for all grant funded positions. PLEASE NOTE: Position/employee will be phased out when grant funding ends.			

Project Proposal Summary (must answer all these questions): The purpose, benefit(s), where is the match coming from, are there any other programs collaborating, travel justification, position justification, or pertinent information:

List any capital expenditures (cap ex), technology expenses & CIP purchases (NOTE: Must follow the appropriate Cap ex, CIP or Technology SOP for each purchase request.):

Reporting: Quarterly Semi-Annually Yearly Narrative
Financial

SIGNATURES

Your signature authorizes the person responsible for proposal development to work with the Grants Office when applying for funding and acknowledges your responsibility to successfully administer all requirements of this grant throughout the project period and budget period.

Grants Office Signature Date *David M. Schuler RN, DSN*
Supervisor Signature Date
SIGNATURE VERIFIES & APPROVES MATCH

Rainier V. Debra Debra 8/17/2015

Division/Non-Division Director Signature Date
SIGNATURE APPROVES GRANT PROJECT & MATCH

Revised: 2/11/15
GO-001

Oneida Tribe of Indians of Wisconsin



Oneidas bringing several hundred bags of corn to Washington's starving army at Valley Forge, after the colonists had consistently refused to aid them.



UGWA DEMOLUM YATEHE
Because of the help of this Oneida Chief in cementing a friendship between the six nations and the colony of Pennsylvania, a new nation, the United States was made possible.

Letter of Support

Sandra Schuyler RN
Interim Diabetes Program Supervisor
Oneida Comprehensive Health Division
PO Box 365
Oneida, WI 54155

August 18, 2015

Re: U.S. Department of Health and Human Services/Indian Health Service/FY 2015 Special Diabetes Program for Indians (SDPI) Community-Directed Grant Program

Dear Ms. Schuyler:

This letter is in support of your grant application for the Special Diabetes Program for Indians. The Oneida Comprehensive Health Division/Oneida Community Health Center is committed to addressing diabetes treatment and prevention among American Indians and Alaska Natives. Currently, 21% of the patients seeking care through the Oneida Comprehensive Health Division are diagnosed with diabetes, illustrating a substantial need to continue to address this disease at every stage. The Diabetes Program uses proven, evidence-based, and community-driven diabetes treatment and prevention strategies to combat diabetes, providing an array of services from self-management education to the community outreach events. Furthermore, in an effort to avoid duplication efforts, the Diabetes Team has collaborated with tribal and state programs to ensure efficient and effective use of grant funds.


As a clinic and Health System that provides services under the Special Diabetes Program for Indians, we have seen the rewards for providing these necessary services for the top leading causes of death in Indian Country. We look forward to continuing to provide these much needed services and working as a partner by:

- Providing clinical guidance
- Allocating needed and necessary resources
- Attending grant meetings and/or related meetings


- Attending community outreach events
- Helping solve problems and breaking down barriers
- Assuring that quality services and customer satisfaction are a top priority

Sincerely,

On Behalf of the Oneida Tribe of Indians of Wisconsin:

 8/18/2015

 Date
 Dr. Ravinder Vir, M.D.
 Comprehensive Health Division Medical Director
 Oneida Health Division or Designee

 8-18-15

 Date
 Debra J Danforth, RN, BSN
 Comprehensive Health Division Operations Director
 Oneida Health Division or Designee

 Date
 Cristina Danforth
 Chairwoman or Oneida Business Committee Designee
 Oneida Tribe of Indians of Wisconsin

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 08 / 26 / 15

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

[Empty text box]

Agenda Header: Trade Back for Cash for FY2016

Accept as Information only

Action - please describe:

Action is required by the Oneida Business Committee per Personnel Policies, Section UV (A) (5) (n) which states, "Each fiscal year, the Oneida Business Committee shall analyze fiscal conditions to determine whether employees may trade back personal and/or vacation hour for cash that fiscal year."

3. Supporting Materials

Report Resolution Contract

Other:

1. Resolution

3. CFO Letter of Support

2. Statement of Effect

4. [Empty text box]

Business Committee signature required

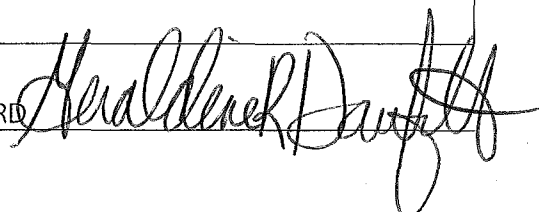
4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison: Trish King, Tribal Treasurer

Primary Requestor: Geraldine Danforth, HR Area Manager, HRD
Your Name, Title / Dept. or Tribal Member



Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Tribe of Indians of Wisconsin



Oneidas bringing several hundred bags of corn to Washington's starving army at Valley Forge, after the colonists had consistently refused to aid them.



UGWA DEMOLUM YATEHE
Because of the help of this Oneida Chief in cementing a friendship between the six nations and the colony of Pennsylvania, a new nation, the United States was made possible.

BC Resolution _____ No Trade Back for Cash for Fiscal Year 2016

- WHEREAS,** the Oneida Tribe of Indians of Wisconsin is a federally recognized Indian government and a treaty tribe recognized by the laws of the United States of America; and
 - WHEREAS,** the Oneida General Tribal Council is the governing body of the Oneida Tribe of Indians of Wisconsin; and
 - WHEREAS,** the Oneida Business Committee has been delegated the authority of Article IV, Section 1, of the Oneida Tribal Constitution by the Oneida General Tribal Council; and
 - WHEREAS,** the Treasurer has identified that the budget projects of revenues and expenditures for Fiscal Year 2016 will not meet the requested needs resulting in budget reductions; and
 - WHEREAS,** the Treasurer has presented a Continuing Resolution which outlines needs for reducing overall expenses of the Tribe and overall payroll costs should be managed differently; and
 - WHEREAS,** vacation and personal time is a liability managed by the Tribe regarding the accrued hours but is an added cash flow issue if paid out in addition to normal payroll expenses; and
 - WHEREAS,** the Treasurer is recommending that the Oneida Business Committee deny trade back for cash of personal and vacation hours as identified in Section IV(A)(S) of the Oneida Personnel Policies and Procedures;
- NOW THEREFORE BE IT RESOLVED,** the Oneida Business Committee declares that there shall be no trade back for cash authorized in Fiscal Year 2016.

**Oneida Nation
Legislative Reference Office**

Krystal L. John, Staff Attorney
Douglass A. McIntyre, Staff Attorney
Taniquelle J. Thurner, Legislative Analyst
Candice E. Skenandore, Legislative Analyst



P.O. Box 365
Oneida, WI 54155
(920) 869-4376
(800) 236-2214
<https://oneida-nsn.gov/Laws>

Statement of Effect
No Trade Back for Cash for Fiscal Year 2016

Summary

In this Resolution, it is noted that the Treasurer has identified that the budget projects of revenues and expenditures for Fiscal Year 2016 will not meet the requested needs resulting in budget reductions and that vacation and personal time is a liability managed by the Tribe regarding the accrued hours but is an added cash flow issue if paid out in addition to normal payroll expenses. Also in the Resolution, the Treasurer recommends that the Oneida Business Committee (OBC) deny trade back for cash of personal and vacation hours as identified in Section IV(A)(5) of the Oneida Personnel Policies and Procedures. If adopted, this Resolution would deny trade back for cash of personal and vacation hours.

Submitted by: Krystal L. John, Staff Attorney, Legislative Reference Office

Analysis by the Legislative Reference Office

The Trade-back for Cash Policy and Procedure is provided for in the Oneida Personnel Policies and Procedures in Section IV(A)(5)(n), which is excerpted below:

n. Trade-back for Cash

Each fiscal year, the Oneida Business Committee shall analyze fiscal conditions to determine whether employees may trade back personal and/or vacation hours for cash that fiscal year. (Work Standard, 10-11-11)

- 1) If the Oneida Business Committee approves trade-back for cash, they shall also determine whether (a) and/or (b) applies:
 - a) All employees will have the opportunity to trade-back hours one time that year.
 - i) By August 15, each employee who has accumulated 24 hours or more of vacation and/or personal days may opt to trade in his/her hours for cash.
 - ii) Employees will receive their trade back on or before September 30 of that year.
 - b) Only those employees who are unable to utilize their personal and/or vacation time due to working conditions, such as a shortage in staffing, as determined by the HRD Manager or designee, will have the opportunity to trade back hours on a quarterly basis.
 - i) Employees will receive their trade back within 60 days after opting to trade back hours.
- 2) When trade-back for cash is approved by the Oneida Business Committee, the following standards shall apply:
 - a) Employees must decide which status (vacation or personal or both) from which their trade-back will be drawn.
 - b) Employees may not trade for cash more than 80 hours in one year. (GTC Resolution 5-23-11-B)

The denial of Trade-back for Cash is within the OBC's discretion pursuant to Section IV(A)(5)(n) of Oneida Personnel Policies and Procedures because it requires the OBC to annually "analyze fiscal conditions to determine whether employees may trade back personal and/or vacation hours for cash that fiscal year."

Conclusion

Adoption of this Resolution would not affect any current legislation of the Nation.

Oneida Tribe of Indians of Wisconsin

Post Office Box 365



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Phone: (920) 869-2214



Oneida, WI 54155



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TO: ONEIDA BUSINESS COMMITTEE
FROM: Larry Barton, Chief Financial Officer
SUBJ.: Support Letter for Resolution 8-26-15 (Trade Back for Cash)
DATE: August 18, 2015

Please accept this correspondence in support of Resolution 8-26-2015, eliminating Trade Back for Cash for Fiscal Year 2016. The reasons for supporting the Resolution are cited below:

1. Trade Back for Cash is an unbudgeted expenditure for 2016 and is not included in the Draft 2016 Budget which will be presented for consideration to the General Tribal Council on September 21, 2015. The distributions for Trade Back have a direct effect to incurring Labor Costs and related tax obligations which are unbudgeted.
2. With the challenge of reconciling a \$44 million dollar gap necessary to balance the 2016 Budget, an environment of fiscal scarcity is evident. Contemplation of cutting services to the membership was discussed during the Budgeting process. Implementation of Trade Back for Cash would be contrary to an environment of scarcity.
3. Implementation of Trade Back for Cash is inconsistent with prudent Treasury Management by preserving cash availability and liquidity levels to meet various obligations.
4. Employee wellness requires time away from the workplace to reduce stress levels and devote free time to personal life and family versus Trade Back for Cash.
5. Discussion of appropriate accrual levels for future hires would mitigate the need to offer Trade Back for Cash.

Finance respectfully supports an additional year of eliminating Trade Back for Cash based upon the reasons stated.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 08 / 26 / 15

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

Approve amendment to include \$44,917 of Tribal in-kind staff time as match to Department of Energy Solar Deployment Grant.

3. Supporting Materials

Report Resolution Contract

Other:

1. <input type="text" value="Amending Resolution 09-29-14-A"/>	3. <input type="text"/>
2. <input type="text"/>	4. <input type="text"/>

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor: Michael Troge, Project Manager
Your Name, Title / Dept. or Tribal Member

Additional Requestor: Patrick Pelky, Environmental Health & Safety Division Director
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

Describe the purpose, background/history, and action requested:

Executive Summary:

The project team for the solar deployment project intended to issue the Dept. of Energy draft grant agreement for Tribal review in early August. The team also intended to present the grant agreement to the Business Committee and seek approval on August 26. The draft has been delayed for various reasons, including late updates to various attachments. For example, the resolution is one attachment to the grant agreement that was not modified to reflect the Tribal in-kind match.

Considering that this is a time-sensitive project that must be completed in 2016, the grant agreement is a critical document that needs to be in place before any further activities can resume. The changes to the resolution is the last known piece that needs to be approved by BC. Then the grant agreement will be available for Tribal review. We intend to present it to BC in September.

Requested Action:

Approve amendment to include \$44,917 of Tribal in-kind staff time as match to Department of Energy Solar Deployment Grant.

Deadline for Response:

As this is time sensitive, your timely response is appreciated.

Supporting documents are attached.

- 1) Save a copy of this form for your records.
- 2) Print this form as a *.pdf *OR* print and scan this form in as *.pdf.
- 3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

Oneida Tribe of Indians of Wisconsin



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BC Resolution

Amending Resolution 09-29-14-A Supporting the Application for a U.S. Department of Energy Grant: Deployment of Clean Energy and Energy Efficiency Projects on Indian Lands Funding Opportunity Announcement #: DE-FOA-0001021

- WHEREAS,** the Oneida Tribe of Indians of Wisconsin is a federally recognized Indian government and a Treaty Tribe recognized by the laws of the United States, and
- WHEREAS,** the Oneida General Tribal Council is the governing body of the Oneida Tribe of Indians of Wisconsin, and
- WHEREAS,** the Oneida Business Committee has been delegated authority under Article IV, Section 1 of the Oneida Tribal Constitution by the Oneida General Tribal Council, and
- WHEREAS,** the Oneida Tribe of Indians of Wisconsin has determined that the overall goal of the Oneida Tribe is to protect, maintain and improve the standard of living and the environment in which the Oneida people live, and
- WHEREAS,** the Oneida Tribe of Indians of Wisconsin understands that energy is an essential community need, and
- WHEREAS,** the Oneida Tribe of Indians of Wisconsin has established the **Oneida Energy Team** to provide recommendations around energy strategy, policy, analysis, planning, and projects, and
- WHEREAS,** the Oneida Tribe of Indians of Wisconsin supports the development of a comprehensive energy management strategy to balance energy production, conservation, and wise energy usage in order to meet future economic, social and environmental challenges, and
- WHEREAS,** twelve government facilities have been evaluated and determined to support photovoltaic systems, of which ten properties are in trust status, two properties are in fee status, and all twelve are fully controlled by the Oneida Tribe of Indians of Wisconsin, and
- WHEREAS,** the Oneida Tribe of Indians of Wisconsin will have partial control in a partnership agreement with a private entity when the project is initiated, but will gain full control of the photovoltaic systems at a designated time as indicated in the partnership agreement, and
- WHEREAS,** the Oneida Business Committee adopted Resolution # 09-29-14-A in support of the Department of Energy grant for solar deployment, and
- WHEREAS,** the Project Team has modified the amount of matching funds to include Tribal in-kind staff time to show good-faith commitment to project activities and to meet Department of Energy dollar-for-dollar match requirements to account for pre-construction costs, and

WHEREAS, the Project Team is intent on **not** using Tribal cash funds for grant match purposes: and

NOW, THEREFORE, BE IT RESOLVED, that the Oneida Tribe of Indians of Wisconsin authorizes and submits a grant application to the U.S. Department of Energy for the amount up to \$1,000,000. Matching funds will be comprised of a \$44,917 in-kind match using payroll from the Oneida Nation of Wisconsin, plus a 100% grant match from a private investment partner.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 8 / 26 / 15

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

Adopt the attached resolution: Administrative Procedures Act Emergency Amendments Extension.

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor: _____
Your Name, Title / Dept. or Tribal Member

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Tribe of Indians of Wisconsin

Legislative Reference Office
 P.O. Box 365
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<http://oneida-nsn.gov/LOC>



Committee Members
 Brandon Stevens, Chairperson
 Tehassi Hill, Vice Chairperson
 Fawn Billie, Councilmember
 Jennifer Webster, Councilmember

Memorandum

To: Oneida Business Committee *BS*
From: Brandon Stevens, LOC Chairperson
Date: February 18, 2015
Re: Administrative Procedures Act Amendments Emergency Adoption

Please find attached the following for your consideration:

1. Resolution: Administrative Procedures Act Amendments Emergency Adoption
2. Statement of Effect: Administrative Procedures Act Amendments Emergency Adoption
3. Administrative Procedures Act (redline)
4. Administrative Procedures Act (clean)

Overview

On January 7, 2013, General Tribal Council (GTC) adopted resolution GTC-01-07-13-A, Adoption of the Administrative Procedures Act Amendments and the Legislative Procedures Act. In addition, GTC repealed the hearing procedures found in the Administrative Procedures Act (APA), effective March 1, 2015, with the adoption of the Judiciary Law, resolution GTC-01-07-13-B. After the adoption of these two resolutions, a portion of the Administrative Procedures Act was inadvertently left intact. On September 24, 2014, the Oneida Business Committee agreed to forward a resolution to GTC for consideration that would repeal the outstanding sections of the APA. However, that resolution has not yet been considered by GTC.

In addition, although the Judiciary Law was adopted, certain boards, committees and commissions of the Tribe continue to have hearing body authority through various Tribal laws. Some of these hearing bodies, including the Gaming Commission, Environmental Resource Board and Land Commission are required to hold their hearings in accordance with the Administrative Procedures Act under Tribal law. These requirements are found in the Hunting, Fishing and Trapping Law; All-Terrain Vehicle Law; Water Resources Ordinance; Well Abandonment Law; Oneida Nation Gaming Ordinance; and Real Property Law.

These emergency amendments would repeal the outstanding sections of the APA and put a hearing process in place for those hearing bodies that are required to hold hearings and do not have other hearing rules in place. Under the attached Resolution, the emergency amendments would not be effective until March 1, 2015, which coincides with the date that the current APA hearing procedures are repealed under GTC-01-07-13-B.

Requested Action

Approve the Resolution: Administrative Procedures Act Amendments Emergency Adoption.

Oneida Tribe of Indians of Wisconsin



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BC Resolution _____

Administrative Procedures Act Amendments Emergency Adoption Extension

- WHEREAS,** the Oneida Tribe of Indians of Wisconsin is a federally recognized Indian government and a treaty tribe recognized by the laws of the United States of America; and
- WHEREAS,** the Oneida General Tribal Council is the governing body of the Oneida Tribe of Indians of Wisconsin; and
- WHEREAS,** the Oneida Business Committee has been delegated the authority of Article IV, Section 1, of the Oneida Tribal Constitution by the Oneida General Tribal Council; and
- WHEREAS,** GTC Resolution 01-07-13-A adopted amendments to the Administrative Procedures Act (APA) and adopted the Legislative Procedures Act (LPA); and
- WHEREAS,** GTC Resolution 01-17-13-B adopted the Judiciary Law and repealed the hearing procedures found in the APA, effective March 1, 2015; and
- WHEREAS,** although the Judiciary Law was adopted, certain boards, committees and commissions of the Tribe continue to have hearing body authority through various Tribal laws; and
- WHEREAS,** some of these hearing bodies, including the Gaming Commission, Environmental Resource Board and Land Commission are required to hold their hearings in accordance with the APA; and
- WHEREAS,** after March 1, 2015, the APA no longer contained hearing body procedures; and
- WHEREAS,** the Oneida Business Committee adopted resolution BC-02-25-15: Administrative Procedures Act Amendments Emergency Adoption to put a hearing process in place for those hearing bodies that are required to hold hearings but do not have other hearing rules in place; and
- WHEREAS,** the Administrative Procedures Act Amendments Emergency Adoption began on March 1, 2015 and are set to expire on September 1, 2015; and
- WHEREAS,** the LPA authorizes the Oneida Business Committee to enact legislation on an emergency basis, to be in effect for a period of six (6) months, renewable for an additional six (6) months; and
- WHEREAS,** emergency adoption of the amendments is necessary for the immediate preservation of the public health, safety, or general welfare of the reservation population, and amendment of the Law is required sooner than would be possible under the LPA; and
- NOW THEREFORE BE IT RESOLVED,** that effective September 1, 2015, the attached emergency amendments to the Administrative Procedures Act are extended on an emergency basis for an additional six (6) months.

Oneida Tribe of Indians of Wisconsin Legislative Reference Office

Krystal L. John, Staff Attorney
 Douglass A. McIntyre, Staff Attorney
 Taniquelle J. Thurner, Legislative Analyst
 Candice E. Skenandore, Legislative Analyst



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Statement of Effect

Administrative Procedures Act Amendments Emergency Adoption Extension

Summary

This Resolution extends the emergency amendments to the Administrative Procedures Act (APA) for another six (6) months or when permanent amendments are adopted, whichever occurs first. The amendments implement hearing procedures for those bodies required to hold hearings in accordance with the Administrative Procedures Act. This Resolution identifies an effect date of September 1, 2015.

Submitted by: Douglass A. McIntyre, Staff Attorney, Legislative Reference Office

Analysis by the Legislative Reference Office

The Administrative Procedures Act (APA) hearing procedures were repealed pursuant to GTC Resolution GTC-01-07-13-B effective March 1, 2015. Certain boards, committees and commissions of the Tribe continue to have hearing body authority through various Tribal laws and are required to hold their hearings in accordance with the Administrative Procedures Act under Tribal law. On February 25, 2015, the Oneida Business Committee (OBC) adopted resolution BC-02-25-15-B, Administrative Procedures Act Amendments Emergency Adoption, to begin effect March 1, 2015 for a period of six (6) months. These amendments repealed the outstanding sections of the APA and put a hearing process in place for those hearing bodies that were required to hold hearings in accordance with the APA and did not have other hearing rules in place. The extension of the emergency amendments would keep the hearing process in place for those hearing bodies.

Under the attached Resolution, the extension of the emergency amendments would not be effective until September 1, 2015, which coincides with the expiration of the current emergency amendments. The extension of the emergency amendments would remain in effect for six (6) months, unless replaced before that time has expired.

Section 16.9-5 of the Legislative Procedures Act (LPA) allows the OBC to take emergency action to amend a law where it is “necessary for the immediate preservation of the public health, safety, or general welfare of the reservation population” and when enactment or amendment of legislation is required sooner than would be possible under the LPA. With the initial passage of the emergency amendments in resolution BC-02-25-5-B, the OBC issued a finding of an

emergency and stated the necessity for these emergency amendments. Adoption of this Resolution would extend those emergency amendments for an additional six (6) months.

Conclusion

Adoption of the amendments to these Laws will not conflict with any Tribal law or policy.

Chapter 1
Administrative Procedures Act

1.1. Purpose and Policy
1.2. Adoption, Amendment, Repeal
1.3. Definitions

1.4. Complaints and Notice
1.5. Procedures
1.6. Judgments and Appeals

<i>Analysis by the Legislative Reference Office</i>	
Title	Administrative Procedures Act (APA)
Drafter	Lynn A. Franzmeier Analyst Candice E. Skenandore
Reason for Request	Ensure that Tribal boards, committees and commissions have hearing procedures that are noticed so a person is presented with a fair opportunity to file a claim that arises under Tribal law [See 1.1-2].
Purpose	The APA provides hearing procedures for boards, committees and commissions that do not have established hearing procedures in place [See 1.1-1].
Authorized/ Affected Entities	Tribal boards, committees and commissions that are authorized, by Tribal law, to conduct hearings; anyone bringing or defending an action before such a Tribal hearing body; anyone identified as a respondent; witness; and the Court of Appeals [See 1.4-1, 1.1-1, 1.4-2, 1.4-3 (a), 1.5-5 (b) & 1.6-2]
Due Process	A party can appeal a hearing body’s decision to the Tribe’s Court of Appeals [See 1.6-2]
Related Legislation	The following are some Tribal laws and policies which reference the APA when describing how a hearing is conducted: All-Terrain Vehicle Law [49.6-2]; Building Code [66.24-1]; Condominium Ordinance [68.26-2]; Oneida Nation Gaming Ordinance [21.12-8 (g)]; Hunting, Fishing and Trapping Law [45.15-3]; On-Site Waste Disposal Ordinance [46.5-1 (a), (b)(2) & (c)(2)]; Protection and Management of Archeological & Historical Resources [12.5-3]; Real Property Law [67.16-3 (a) (3)]; Oneida Vendor Licensing [56.7-1]; Well-Abandonment Law [43.7-3] and Employee Protection Policy [4-7]
Policy Mechanism	The hearing body can issue fines, orders and/or penalties so long as they comply with the Indian Civil Rights Act [See 1.6-1].

Overview

1
2 The APA housed the hearing procedures for various boards, committees and
3 commissions (hearing bodies) which have hearing authority. GTC Resolution 01-07-13-B
4 removed these hearing procedures from the APA effective March 1, 2015. Because these
5 hearing bodies continued to have hearing authority after the APA was set to expire, the Oneida
6 Business Committee (OBC) adopted emergency amendments to the APA which provided a
7 consistent process for these hearing bodies to conduct hearings. These emergency amendments
8 are set to expire on September 1, 2015. The Legislative Procedures Act allows the OBC to
9 consider extending these emergency amendments for up to an additional six months [See
10 *Legislative Procedures Act 16.9-5 (b)*].
11

12 The following amendments to the APA are currently in effect and are being considered
13 for a six-month extension. These amendments:

- 14 ▪ Require hearing bodies to follow the APA when conducting hearings unless another
15 Tribal law establishes hearing procedures for the specific hearing body [See 1.4-1]. The
16 APA will not pertain to the Oneida Personnel Commission, Oneida Police Commission
17 or Oneida Election Board because Tribal law dictates how their hearings are conducted
18 [See *Oneida Judiciary Rules of Civil Procedure 153.4-6, Oneida Nation Law*

For OBC consideration (redline)
08/26/15

19 *Enforcement Ordinance 37.9-1 and Oneida Election Law 2.5-6*. In addition, the APA
20 specifically excludes the Tribe's Judiciary and Family Court [*See 1.3-1 (f)*].

- 21 ■ Allow hearing bodies to develop additional hearing body procedures so long as those
22 procedures do not conflict with the APA and are noticed to the public [*See 1.4-1*].
23 ■ Establishing procedural requirements for hearings, including:
24 ■ Specifying what information must be included in the complaint as well as identify
25 how a complaint and summons can be served and that service must be made
26 within 30 days of filing the complaint [*See 1.4-2 & 1.4-3*].
27 ■ Authorizing hearing bodies to establish a regular time to hold pre-hearings and
28 hearings as well as designate officer and alternates to serve on the hearing body
29 [*See 1.5-1*].
30 ■ Restricting hearing officers and parties from engaging in ex parte communications
31 [*See 1.5-2*].
32 ■ Specifying when evidence is used and how it can be obtained and presented, or
33 objected to. [*See 1.5-3*].
34 ■ Require a pre-hearing to be conducted within 45 days after notice is served [*See*
35 *1.5-4*]. The pre-hearing allows the hearing body or hearing officer to determine
36 dispositive motions; identify the need for witnesses and/or evidence; implement a
37 scheduling order and address matters that will clarify, simplify or settle the case
38 or facilitate a just, speedy and inexpensive disposition [*See 1.5-4*].
39 ■ Require a hearing, if necessary, to be conducted within 60 days after the pre-
40 hearing or within 60 days after it is decided to not hold a pre-hearing [*See 1.5-6*].
41 ■ Authorize the hearing bodies to issue fines, orders and/or penalties that comply with the
42 Indian Civil Rights Act [*See 1.6-1*].
43 ■ Allow a party to appeal the hearing body's decision to the Tribe's Court of Appeals in
44 accordance with the Judiciary law and any applicable rules of procedure [*See 1.6-2*].
45

46 Considerations

47 The LOC may want to consider the following:

- 48 ■ Amendments require a pre-hearing to be conducted within 45 days after the notice is
49 served as well as require a hearing be held, if necessary, within 60 days after the pre-
50 hearing was conducted or the decision that a pre-hearing is not needed [*See 1.5-1 and*
51 *1.5-5*]. The amendments do not address allowing hearing bodies to extend these
52 timelines. The LOC may want to consider whether or not to allow hearing bodies to
53 extend the 45 day pre-hearing and/or 60 day hearing timelines if all parties agree, or in
54 specific circumstances when additional time is necessary in the interests of justice.
55 ■ Amendments will allow the hearing body to issue fines, orders or penalties for those who
56 violate the APA but there are no enforcement provisions for hearing bodies that violate
57 this Law.
58 ■ The APA does not state whether or not a hearing body can issue subpoenas.
59

60 Miscellaneous

61 A public meeting or a fiscal impact statement is not required for emergency legislation
62 [*See Legislative Procedures Act 16.9-5 (a)*].

64 ~~1.1-1. Authority. The Oneida Tribe of Indians of Wisconsin has the authority and jurisdiction~~
65 ~~to enforce this act as well as the responsibility as a government to protect the health, safety,~~

66 welfare, and economy of the Oneida Reservation lands and all persons who either reside on the
 67 reservation or who are visitors and/or are conducting business within the exterior boundaries of
 68 the reservation. The Oneida Tribe shall ensure due process of law for the designated citizens
 69 through adoption of this act, pursuant to Article VI of the Oneida Tribal Constitution, as
 70 amended.

71
 72 **1.2-1. Purpose.** The Oneida Business Committee, various committees, entities and
 73 administrative bodies of the Oneida Tribe shall act in a responsible and consistent manner when
 74 enacting, approving, revising, reviewing, interpreting, implementing, and administering the laws,
 75 directions, rules, programs, and policies of the Oneida Tribe as adopted. The following
 76 principles shall be the framework of this Act:

- 77 (a) Fundamental fairness, justice, and common sense.
- 78 (b) Record keeping that is responsible, organized, accessible, and understandable.
- 79 (c) Deliberative bodies and decision makers which are familiar with the evidence and
 80 facts of the cases presented to them as well as issuing clear and concise written opinions;
 81 and
- 82 (d) Provisions for appeals of administrative errors and contested issues.

83
 84 **1.3-1. Adoption, Amendment, Repeal**

85 (a) This law was adopted by the Oneida General Tribal Council by resolution GTC 8-19-91-A
 86 and amended by GTC 1-07-13-A.

87 (b) This law may be amended by the Oneida General Tribal Council.

88 (c) Should a provision of this law or the application thereof to any person or circumstances be
 89 held as invalid, such invalidity shall not affect other provisions of this law which are considered
 90 to have legal force without the invalid portions.

91 (d) Any law, policy, regulation, rule, resolution or motion, or portion thereof, which directly
 92 conflicts with the provisions of this law is hereby repealed to the extent that it is inconsistent
 93 with or is contrary to this law. Specifically, the following are repealed:

- 94 (a) BC #7-5-95-K (Amendment to the Administrative Procedures Act to address public
 95 hearing process)
- 96 (b) BC# 2-2-88-A (Public hearing process for laws and policies)

97 (e) This law is adopted under authority of the Constitution of the Oneida Tribe of Indians of
 98 Wisconsin.

99
 100 **1.4-1. Definitions.** (a) "AGENCY": Any tribal entity, board, commission, committee,
 101 department, or officer authorized by the Oneida Tribe to propose ordinance/rules for adoption by
 102 the Oneida Business Committee or a decision maker for the contested cases. The term "Agency"
 103 shall not include the Oneida Business Committee or a tribal appeals body.

104 (b) "CONFIDENTIALITY": State or quality of being confidential; treated as private and not for
 105 publication.

106 (c) "CONTESTED CASES": A proceeding before an "Agency" in which an opportunity for a
 107 hearing before said "Agency" is required by law prior or subsequent to the determination of the
 108 "Agency" of the legal rights, duties, or privileges or specific parties unless otherwise provided
 109 for by tribal law. This shall include the revocation, suspension, or modification of a license or
 110 permit when a grant of such application is contested by a person directly affected by said
 111 licensing or permitting.

For OBC consideration (redline)

08/26/15

112 ~~(d) "DECLARATORY RULING": A written ruling made by a tribal decision-making body~~
 113 ~~which removes doubts or puts an end to conflicting decisions in regard to what law is in relation~~
 114 ~~to a particular matter.~~

115 ~~(e) "DELIBERATIVE BODY": A body that weighs, examines, and consults the reasons for and~~
 116 ~~against a contemplated act or course of conduct or a choice of acts or means in order to form an~~
 117 ~~opinion.~~

118 ~~(f) "EMERGENCY": An unexpected or unforeseen occurrence or condition; a sudden or~~
 119 ~~unexpected occasion for action; pressing necessity.~~

120 ~~(g) "LICENSE" or "PERMIT": The approval, permission, or allowance of an individual or~~
 121 ~~group to engage in an activity that is lawfully adopted by the Oneida Tribe.~~

122 ~~(h) "LICENSING" or "PERMITTING": The process that refers to the grant, denial, renewal,~~
 123 ~~revocation, suspension, annulment, withdrawal, or modification of a license or permit.~~

124 ~~(i) "ONEIDA BUSINESS COMMITTEE" (OBC): The representative body of the Oneida Tribe~~
 125 ~~elected by the Oneida General Tribal Council pursuant to Article III of the Oneida Tribal~~
 126 ~~Constitution.~~

127 ~~(j) "ONEIDA GENERAL TRIBAL COUNCIL": The ultimate governing body of the Oneida~~
 128 ~~Tribe composed of enrolled tribal members as described in Article III of the Oneida Tribal~~
 129 ~~Constitution.~~

130 ~~(k) "ORDINANCE": A tribal law that applies to and governs persons, activities, and properties~~
 131 ~~subject to tribal jurisdiction.~~

132 ~~(l) "RESERVATION": All land within the exterior boundaries of the Reservation of the Oneida~~
 133 ~~Tribe of Indians of Wisconsin, as created pursuant to the 1838 Treaty with the Oneida, 7 Stat.~~
 134 ~~566, and any lands added thereto pursuant to federal law.~~

135 ~~(m) "RESERVATION ENVIRONMENT" or "RESERVATION RESOURCES": Land, surface~~
 136 ~~water, ground water, fish, animals, flora, fauna, air, wildlife, and capital improvements on or~~
 137 ~~near the reservation.~~

138 ~~(n) "RULE/REGULATION": Any order or directive, or regulation of general applicability~~
 139 ~~enacted into law and approved by the Oneida Business Committee that exhibits the following:~~

140 ~~(1) The violation of which may result in a fine, penalty, or other civil administrative~~
 141 ~~sanction;~~

142 ~~(2) May establish, change, or revoke a procedure, practice, or requirement of~~
 143 ~~administration hearing;~~

144 ~~(3) May establish, change, or revoke requirements relating to benefits or privileges~~
 145 ~~conferred by law;~~

146 ~~(4) May establish, change, or revoke standards for assistance, suspension, or revocation~~
 147 ~~of licenses;~~

148 ~~(5) The amendment or repeal of a prior ordinance/rule;~~

149 ~~(6) Does not include the following:~~

150 ~~(A) statements concerning internal management of an area, nor:~~

151 ~~(B) Declaratory rulings issued pursuant to this Act as now or hereafter amended.~~

152 ~~(o) "SECRETARY": Secretary of the Oneida Business Committee.~~

153 ~~(p) "SPONSORING AGENCIES": Any tribal agency that prepares an ordinance/rule or other~~
 154 ~~matter under this Act for action by the Oneida Business Committee.~~

155
 156 **1.5-1. Inspection of Agency Orders, Decisions, and Opinions** Each agency shall keep on file
 157 for public inspection all final orders, decisions, and opinions in contested cases as well as an
 158 index to said cases, decisions, orders, or opinions except that said public inspection shall be

159 ~~limited by applicable federal law or tribal laws of confidentiality. In addition, said agencies shall~~
160 ~~forward all agency orders, decisions, or opinions to the "Secretary" who shall keep said records~~
161 ~~in one centralized area.~~

163 **1.1. Purpose and Policy**

164 1.1-1. Purpose. The purpose of this Law is to provide procedures for boards, committees and
165 commissions that conduct hearings for disputes arising under Tribal law and have no procedures
166 in place under other Tribal law. This Law shall not apply to hearings held before the Family
167 Court or any court of the Tribe's Judiciary. This Law shall not be construed to create hearing
168 rights where no hearing rights exist under Tribal law

169 1.1-2. Policy. It is the policy of the Tribe that the hearing procedures of boards, committees and
170 commissions shall be noticed to ensure all individuals are presented with a fair opportunity to
171 file any claim that may arise under Tribal law.

173 **1.2. Adoption, Amendment, Repeal**

174 1.2-1. This Law was adopted by the Oneida Business Committee by resolution BC _____.

175 1.2-2. This Law may be amended or repealed by the Oneida Business Committee pursuant to the
176 procedures set out in the Legislative Procedures Act.

177 1.2-3. Should a provision of this Law or the application thereof to any person or circumstances
178 be held as invalid, such invalidity shall not affect other provisions of this Law which are
179 considered to have legal force without the invalid portions.

180 1.2-4. In the event of a conflict between a provision of this Law and a provision of another law,
181 the provisions of this Law shall control.

182 1.2-5. This Law is adopted under authority of the Constitution of the Oneida Tribe of Indians of
183 Wisconsin.

185 **1.3. Definitions**

186 1.3-1. This section shall govern the definitions of words and phrases used within this Law. All
187 words not defined herein shall be used in their ordinary and everyday sense.

188 (a) "Decision" shall mean the written conclusion of the hearing body concerning the
189 facts, alleged violations of Tribal law and penalties.

190 (b) "Deliberations" shall mean the confidential process during which the hearing officers
191 discuss the issues presented before the hearing body.

192 (c) "Dispositive motion" shall mean a request to the hearing body to entirely dispose of
193 one (1) or more claims in favor of the party making the request without need for a further
194 hearing.

195 (d) "Evidence" shall mean documentation or testimony presented to the hearing body
196 which supports a party's claim.

197 (e) "Ex parte communication" shall mean oral or written, off-the-record communication
198 made to or by the hearing officers without notice to the parties that is directed to the
199 merits or outcome of the hearing.

200 (f) "Hearing body" shall mean the member or members of a board, committee or
201 commission that hear and decide the case or motions presented as part of a case.

202 "Hearing body" shall not include the Family Court or any court of the Tribe's Judiciary.

203 (g) "Scheduling order" shall mean the hearing body's order establishing the dates of the
204 hearing and the deadlines for discovery and submitting witness lists.

205 (h) "Summons" shall mean an order to appear before a hearing body because a petitioner
206 has filed a complaint.

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1.4. Complaints and Notice

1.4-1. Whenever a claim arises under Tribal law, a hearing body shall hear the complaint in accordance with the procedures established under this Law, unless another Tribal law has established hearing procedures for that specific hearing body. Nothing in this Law shall be construed to prevent a hearing body from establishing additional hearing body procedures, as long as those procedures do not conflict with this Law and are noticed to the public by the hearing body.

1.4-2. A petitioner(s) may file a complaint with the hearing body, the complaint shall include:

- (a) The name and contact information of each petitioner;
- (b) The name and contact information, if known, of the respondent(s)
- (c) The alleged violation that resulted in the complaint and the Tribal law that has been violated;
- (d) The date, time, place and description of the alleged violation;
- (e) The nature of the relief requested.

1.4-3. Notice. The complaint, along with a summons, shall be served upon the respondent(s) within thirty (30) days after the complaint is filed with the hearing body.

(a) The summons shall contain the date, time and place the respondent(s) is required to appear, along with a notice that failure to appear may result in a default judgment against him or her.

(b) Anyone who is not a party to the action and is at least eighteen (18) years of age may serve the notice. Notice shall be served in the following order of progression, unless personal service is more practical than by mail:

- (1) Mail with delivery confirmation, using U.S. mail or a private carrier.
- (2) Personal service, by hand delivering a copy of the complaint and summons to the party named in the complaint.
- (3) Publication, in the Kalihwisaks and another paper located in an area where the subject was last known to have resided. The publication shall be designated as a legal notice, stating the name and last-known address of the subject being located.

1.5. Procedures

1.5-1. Designated Hearing Dates. The hearing body may establish a regular time to hold pre-hearings and hearings. The hearing body shall designate officers and may designate alternates to serve on a hearing body.

1.5-2. Ex Parte Communications. Hearing officers and parties shall not engage in ex parte communications.

1.5-3. Evidence. A party shall include evidence as part of his/her original filings or obtain the evidence through discovery. A party may attempt to present the hearing body with evidence later in the proceedings if the opposing party does not object.

- (a) Copies. If a party submits documentation as evidence, the party shall present an original for the record and copies to each of the hearing officers and the opposing party.
- (b) Objections. The opposing party may object to any evidence submitted.
- (c) Acceptance into the record. The hearing body makes the final determination whether to accept evidence into the record. The hearing body may admit and consider evidence that is commonly accepted and has a direct connection to the case.

1.5-4. Pre-Hearings. Pre-hearings shall be conducted within forty-five (45) days after notice has been served. The purpose of a pre-hearing is for the hearing body or a hearing officer to:

255 (a) Hear and determine dispositive motions. The parties may present any dispositive
256 motions and raise any issues that may affect the conduct of the hearing, including, but not
257 limited to excluding evidence. If either party makes a dispositive motion:

258 (1) The party making the motion shall reference the applicable law and state with
259 clarity why the hearing body should grant the motion. The party making the
260 motion may present a proposed written decision for the hearing body to consider.

261 (2) The opposing party shall respond and state with clarity why the hearing body
262 should not grant the motion. The opposing party may request an adjournment to
263 prepare a written response to oral dispositive motions.

264 (3) The hearing body may ask any questions of the parties in order to clarify the
265 issues.

266 (b) Identify the need for any witnesses and/or evidence.

267 (c) Implement a scheduling order.

268 (d) Address any matters which will assist in the clarification, simplification or settlement
269 of the case or that may facilitate the just, speedy and inexpensive disposition of the
270 matter.

271 1.5-5. Hearing Procedures. Within sixty (60) days after a pre-hearing is conducted, or within
272 sixty (60) days after it has been determined that a pre-hearing will not be conducted, the hearing
273 body shall conduct a hearing, if necessary. If a hearing is conducted, it shall substantially
274 comply with the following:

275 (a) Opening Statements. Each party shall state with clarity why the hearing body should
276 decide in his/her favor based on the facts and the laws presented.

277 (b) Witnesses. Each party may call any witness to testify.

278 (1) Each party shall be responsible for ensuring his or her witness(es) appears at
279 the hearing.

280 (2) A witness(es) may rely only on evidence on record.

281 (3) A witness(es) is subject to cross examination by the opposing party.

282 (4) The hearing body may ask questions of any witness or request clarification of
283 any documents during the proceeding.

284 (c) Rebuttal. Parties may present a witness(es) or introduce evidence that has not been
285 previously presented in order to refute or rebut the opposing party's evidence or a witness
286 statement.

287 (d) Closing Statements. Each party summarizes the evidence and the testimony he or she
288 presented in order to rebut evidence or witness testimony presented by the opposing
289 party.

290 (e) Deliberations. After the hearing, the hearing body shall schedule a time for
291 deliberations. Deliberations are confidential and shall not be subject to reproduction and
292 shall not be part of the case record. During deliberations, the hearing body shall place an
293 emphasis on logic and reasoning in order to make sound decisions. The hearing body
294 may adopt a proposed written decision and issue the decision during the hearing.

295 1.5-6. Decisions. The hearing body may issue an oral decision on a matter, but the decision
296 shall not be final until the hearing body issues a written decision. The hearing body shall issue a
297 written decision within ten (10) business days after a pre-hearing or hearing. Should any party
298 fail to appear at any scheduled pre-hearing or hearing or contest a complaint, the hearing body
299 may issue a default judgment in favor of the opposing party.

300 (a) The decision shall include:

301 (1) Findings of fact and conclusions of law;

302 (2) Reference to specific provision of Tribal law violated;

303 (3) Disposition of any dispositive motions;

304 (4) In the case of a decision issued after a pre-hearing, a scheduling order if the
305 hearing body does not grant a dispositive motion; and

306 (5) Reference to the parties' appeal rights.

307 (b) If the hearing body does not reach a unanimous decision, hearing officers may draft
308 concurring and/or dissenting opinions.

309 (c) Notification to Parties. The hearing body shall ensure the final decision is sent to the
310 parties via mail with delivery confirmation, using U.S. mail or a private carrier, within
311 one (1) business day following the issuance of the decision. Time lines for an appeal are
312 calculated based on receipt of the written decision.

314 **1.6. Judgments and Appeals**

315 1.6-1. *Judgments* A hearing body, subsequent to a hearing, may issue fines, orders and/or
316 penalties that comply with the Indian Civil Rights Act and may include, but not be limited to, the
317 following:

318 (a) An order directing a violator or person in non-compliance of/with a Tribal law or
319 regulation to pay a monetary fine for the violation, and/or actual damages and/or punitive
320 damages.

321 (b) In the case of damages caused by minors, an order requiring the parent, custodian, or
322 guardian to pay for damages and/or plan designed for restitution in lieu of monetary
323 compensation to be fulfilled by the minor.

324 (c) An order directing the violator or non-complying person to cease and desist from
325 further violation or non-compliance and to cure said violation within a specified period.

326 (d) An order requiring appropriate exclusion and/or mandated community service and/or
327 denial of specific Tribal benefits.

328 (e) Unless precluded by law, informal disposition, signed by both parties, may also be
329 made of any contested case by stipulation, agreed settlement, consent order, or default.

330 (f) An order placing a lien upon property owned by a person within jurisdiction of the
331 Tribe.

332 1.6-2. *Appeals* A party may appeal a decision of a hearing body to the Court of Appeals in
333 accordance with the Judiciary law and any applicable rules of procedure.

334 *End.*

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Chapter 1
Administrative Procedures Act

1.1. Purpose and Policy
 1.2. Adoption, Amendment, Repeal
 1.3. Definitions

1.4. Complaints and Notice
 1.5. Procedures
 1.6. Judgments and Appeals

1
 2 **1.1. Purpose and Policy**

3 1.1-1. *Purpose.* The purpose of this Law is to provide procedures for boards, committees and
 4 commissions that conduct hearings for disputes arising under Tribal law and have no procedures
 5 in place under other Tribal law. This Law shall not apply to hearings held before the Family
 6 Court or any court of the Tribe’s Judiciary. This Law shall not be construed to create hearing
 7 rights where no hearing rights exist under Tribal law

8 1.1-2. *Policy.* It is the policy of the Tribe that the hearing procedures of boards, committees and
 9 commissions shall be noticed to ensure all individuals are presented with a fair opportunity to
 10 file any claim that may arise under Tribal law.

11
 12 **1.2. Adoption, Amendment, Repeal**

13 1.2-1. This Law was adopted by the Oneida Business Committee by resolution BC _____.

14 1.2-2. This Law may be amended or repealed by the Oneida Business Committee pursuant to the
 15 procedures set out in the Legislative Procedures Act.

16 1.2-3. Should a provision of this Law or the application thereof to any person or circumstances
 17 be held as invalid, such invalidity shall not affect other provisions of this Law which are
 18 considered to have legal force without the invalid portions.

19 1.2-4. In the event of a conflict between a provision of this Law and a provision of another law,
 20 the provisions of this Law shall control.

21 1.2-5. This Law is adopted under authority of the Constitution of the Oneida Tribe of Indians of
 22 Wisconsin.

23
 24 **1.3. Definitions**

25 1.3-1. This section shall govern the definitions of words and phrases used within this Law. All
 26 words not defined herein shall be used in their ordinary and everyday sense.

27 (a) “Decision” shall mean the written conclusion of the hearing body concerning the
 28 facts, alleged violations of Tribal law and penalties.

29 (b) “Deliberations” shall mean the confidential process during which the hearing officers
 30 discuss the issues presented before the hearing body.

31 (c) “Dispositive motion” shall mean a request to the hearing body to entirely dispose of
 32 one (1) or more claims in favor of the party making the request without need for a further
 33 hearing.

34 (d) “Evidence” shall mean documentation or testimony presented to the hearing body
 35 which supports a party’s claim.

36 (e) “Ex parte communication” shall mean oral or written, off-the-record communication
 37 made to or by the hearing officers without notice to the parties that is directed to the
 38 merits or outcome of the hearing.

39 (f) “Hearing body” shall mean the member or members of a board, committee or
 40 commission that hear and decide the case or motions presented as part of a case.
 41 “Hearing body” shall not include the Family Court or any court of the Tribe’s Judiciary.

42 (g) “Scheduling order” shall mean the hearing body’s order establishing the dates of the
 43 hearing and the deadlines for discovery and submitting witness lists.

44 (h) "Summons" shall mean an order to appear before a hearing body because a petitioner
45 has filed a complaint.
46

47 **1.4. Complaints and Notice**

48 1.4-1. Whenever a claim arises under Tribal law, a hearing body shall hear the complaint in
49 accordance with the procedures established under this Law, unless another Tribal law has
50 established hearing procedures for that specific hearing body. Nothing in this Law shall be
51 construed to prevent a hearing body from establishing additional hearing body procedures, as
52 long as those procedures do not conflict with this Law and are noticed to the public by the
53 hearing body.

54 1.4-2. A petitioner(s) may file a complaint with the hearing body, the complaint shall include:

- 55 (a) The name and contact information of each petitioner;
- 56 (b) The name and contact information, if known, of the respondent(s)
- 57 (c) The alleged violation that resulted in the complaint and the Tribal law that has been
58 violated;
- 59 (d) The date, time, place and description of the alleged violation;
- 60 (e) The nature of the relief requested.

61 1.4-3. *Notice.* The complaint, along with a summons, shall be served upon the respondent(s)
62 within thirty (30) days after the complaint is filed with the hearing body.

63 (a) The summons shall contain the date, time and place the respondent(s) is required to
64 appear, along with a notice that failure to appear may result in a default judgment against
65 him or her.

66 (b) Anyone who is not a party to the action and is at least eighteen (18) years of age may
67 serve the notice. Notice shall be served in the following order of progression, unless
68 personal service is more practical than by mail:

- 69 (1) Mail with delivery confirmation, using U.S. mail or a private carrier.
- 70 (2) Personal service, by hand delivering a copy of the complaint and summons to
71 the party named in the complaint.
- 72 (3) Publication, in the Kalihwisaks and another paper located in an area where
73 the subject was last known to have resided. The publication shall be designated
74 as a legal notice, stating the name and last-known address of the subject being
75 located.

77 **1.5. Procedures**

78 1.5-1. *Designated Hearing Dates.* The hearing body may establish a regular time to hold pre-
79 hearings and hearings. The hearing body shall designate officers and may designate alternates to
80 serve on a hearing body.

81 1.5-2. *Ex Parte Communications.* Hearing officers and parties shall not engage in ex parte
82 communications.

83 1.5-3. *Evidence.* A party shall include evidence as part of his/her original filings or obtain the
84 evidence through discovery. A party may attempt to present the hearing body with evidence
85 later in the proceedings if the opposing party does not object.

86 (a) Copies. If a party submits documentation as evidence, the party shall present an
87 original for the record and copies to each of the hearing officers and the opposing party.

88 (b) Objections. The opposing party may object to any evidence submitted.

89 (c) Acceptance into the record. The hearing body makes the final determination whether
90 to accept evidence into the record. The hearing body may admit and consider evidence
91 that is commonly accepted and has a direct connection to the case.

92 1.5-4. *Pre-Hearings*. Pre-hearings shall be conducted within forty-five (45) days after notice
93 has been served. The purpose of a pre-hearing is for the hearing body or a hearing officer to:

94 (a) Hear and determine dispositive motions. The parties may present any dispositive
95 motions and raise any issues that may affect the conduct of the hearing, including, but not
96 limited to excluding evidence. If either party makes a dispositive motion:

97 (1) The party making the motion shall reference the applicable law and state with
98 clarity why the hearing body should grant the motion. The party making the
99 motion may present a proposed written decision for the hearing body to consider.

100 (2) The opposing party shall respond and state with clarity why the hearing body
101 should not grant the motion. The opposing party may request an adjournment to
102 prepare a written response to oral dispositive motions.

103 (3) The hearing body may ask any questions of the parties in order to clarify the
104 issues.

105 (b) Identify the need for any witnesses and/or evidence.

106 (c) Implement a scheduling order.

107 (d) Address any matters which will assist in the clarification, simplification or settlement
108 of the case or that may facilitate the just, speedy and inexpensive disposition of the
109 matter.

110 1.5-5. *Hearing Procedures*. Within sixty (60) days after a pre-hearing is conducted, or within
111 sixty (60) days after it has been determined that a pre-hearing will not be conducted, the hearing
112 body shall conduct a hearing, if necessary. If a hearing is conducted, it shall substantially
113 comply with the following:

114 (a) Opening Statements. Each party shall state with clarity why the hearing body should
115 decide in his/her favor based on the facts and the laws presented.

116 (b) Witnesses. Each party may call any witness to testify.

117 (1) Each party shall be responsible for ensuring his or her witness(es) appears at
118 the hearing.

119 (2) A witness(es) may rely only on evidence on record.

120 (3) A witness(es) is subject to cross examination by the opposing party.

121 (4) The hearing body may ask questions of any witness or request clarification of
122 any documents during the proceeding.

123 (c) Rebuttal. Parties may present a witness(es) or introduce evidence that has not been
124 previously presented in order to refute or rebut the opposing party's evidence or a witness
125 statement.

126 (d) Closing Statements. Each party summarizes the evidence and the testimony he or she
127 presented in order to rebut evidence or witness testimony presented by the opposing
128 party.

129 (e) Deliberations. After the hearing, the hearing body shall schedule a time for
130 deliberations. Deliberations are confidential and shall not be subject to reproduction and
131 shall not be part of the case record. During deliberations, the hearing body shall place an
132 emphasis on logic and reasoning in order to make sound decisions. The hearing body
133 may adopt a proposed written decision and issue the decision during the hearing.

134 1.5-6. *Decisions*. The hearing body may issue an oral decision on a matter, but the decision
135 shall not be final until the hearing body issues a written decision. The hearing body shall issue a
136 written decision within ten (10) business days after a pre-hearing or hearing. Should any party
137 fail to appear at any scheduled pre-hearing or hearing or contest a complaint, the hearing body
138 may issue a default judgment in favor of the opposing party.

139 (a) The decision shall include:

- 140 (1) Findings of fact and conclusions of law;
141 (2) Reference to specific provision of Tribal law violated;
142 (3) Disposition of any dispositive motions;
143 (4) In the case of a decision issued after a pre-hearing, a scheduling order if the
144 hearing body does not grant a dispositive motion; and
145 (5) Reference to the parties' appeal rights.
146 (b) If the hearing body does not reach a unanimous decision, hearing officers may draft
147 concurring and/or dissenting opinions.
148 (c) Notification to Parties. The hearing body shall ensure the final decision is sent to the
149 parties via mail with delivery confirmation, using U.S. mail or a private carrier, within
150 one (1) business day following the issuance of the decision. Time lines for an appeal are
151 calculated based on receipt of the written decision.
152

153 **1.6. Judgments and Appeals**

154 1.6-1. *Judgments* A hearing body, subsequent to a hearing, may issue fines, orders and/or
155 penalties that comply with the Indian Civil Rights Act and may include, but not be limited to, the
156 following:

- 157 (a) An order directing a violator or person in non-compliance of/with a Tribal law or
158 regulation to pay a monetary fine for the violation, and/or actual damages and/or punitive
159 damages.
160 (b) In the case of damages caused by minors, an order requiring the parent, custodian, or
161 guardian to pay for damages and/or plan designed for restitution in lieu of monetary
162 compensation to be fulfilled by the minor.
163 (c) An order directing the violator or non-complying person to cease and desist from
164 further violation or non-compliance and to cure said violation within a specified period.
165 (d) An order requiring appropriate exclusion and/or mandated community service and/or
166 denial of specific Tribal benefits.
167 (e) Unless precluded by law, informal disposition, signed by both parties, may also be
168 made of any contested case by stipulation, agreed settlement, consent order, or default.
169 (f) An order placing a lien upon property owned by a person within jurisdiction of the
170 Tribe.

171 1.6-2. *Appeals* A party may appeal a decision of a hearing body to the Court of Appeals in
172 accordance with the Judiciary law and any applicable rules of procedure.

173
174 *End.*
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177 Emergency Adopted – BC-02-25-15-B (effective 03/01/15; expires 09/01/15)

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 8 / 26 / 15

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

Accept August 5, 2015 LOC Meeting Minutes

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution

Budgeted - Grant Funded

Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor:

Your Name, Title / Dept. or Tribal Member

Additional Requestor:

Name, Title / Dept.

Additional Requestor:

Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

Describe the purpose, background/history, and action requested:

The purpose of this request is to ask the OBC to accept the attached August 5, 2015 LOC meeting minutes. In accordance with the LOC Bylaws, all minutes shall be submitted to the Tribal Secretary's Office within 30 calendar days after approval by the LOC [See LOC Bylaws, 4-2(a)].

Action Requested:

Accept the LOC meeting minutes of August 5, 2015.

1) Save a copy of this form for your records.

2) Print this form as a *.pdf OR print and scan this form in as *.pdf.

3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidation.org

Oneida Tribe of Indians of Wisconsin

Legislative Reference Office
P.O. Box 365
Oneida, WI 54155
(920) 869-4376
(800) 236-2214
<http://oneida-nsn.gov/LOC>



Committee Members
Brandon Stevens, Chairperson
Tehassi Hill, Vice Chairperson
Fawn Billie, Councilmember
David P. Jordan, Councilmember
Jennifer Webster, Councilmember

LEGISLATIVE OPERATING COMMITTEE MEETING MINUTES

Business Committee Conference Room-2nd Floor Norbert Hill Center
August 5, 2015 9:00 a.m.

PRESENT: Brandon Stevens, Tehassi Hill, David P. Jordan, Fawn Billie

EXCUSED: Jennifer Webster

OTHERS PRESENT: Candice Skenandore, Krystal John, Douglass McIntyre, Taniquelle Thurner, Rae Skenandore, Jo Anne House, Rhiannon Metoxen, Danelle Wilson, Leyne Orosco, Cheryl VanDenBerg, Mitch Metoxen, Don White, Norbert Hill, Jr., Paula Rippl, Bonnie Pigman, Layatalati Hill, Brad Graham, Bill Graham

I. Call To Order and Approval of the Agenda

Brandon Stevens called the August 5, 2015 Legislative Operating Committee meeting to order at 9:02 a.m.

Motion by Tehassi Hill to approve the agenda; seconded by David P. Jordan. Motion carried unanimously.

II. Minutes to be approved

1. July 15, 2015 LOC Meeting Minutes (00:53-2:05)

Motion by David P. Jordan to approve the July 15, 2015 Legislative Operating Committee meeting minutes with the noted revision; seconded by Tehassi Hill. Motion carried unanimously.

III. Current Business

1. Tribal Hearing Bodies/Administrative Court (02:05-06:35)

Motion by Tehassi Hill to accept the Tribal Hearing Bodies/Administrative Court Action Plan and forward it to the Oneida Business Committee for its consideration; seconded by David P. Jordan. Motion carried unanimously.

Motion by Fawn Billie to direct the Oneida Child Protective Board, the Oneida Election Board, the Oneida Environmental Resource Board, the Oneida Land Commission, the Oneida

Personnel Commission, the Oneida License Commission and the Oneida Trust/Enrollment Committee to retrieve their financial expenses for the last three (3) years (including, but not limited to, the amount of stipends received, training costs and other expenses) and turn the information over to the Oneida Business Committee to help in evaluating which entities should retain their hearing body authority; seconded by Tehassi Hill. Motion carried unanimously.

2. Election Board Bylaws Amendments (06:35-10:49)

Motion by Fawn Billie to defer the Election Board Bylaw Amendments to the next Legislative Operating Committee meeting to allow the sponsor to work with the Board to resolve the remaining issues; seconded by David P. Jordan. Motion carried unanimously.

3. Oneida Flag Policy (10:49-13:14)

Motion by Tehassi Hill to defer the Oneida Flag Policy for a legislative analysis and a fiscal impact statement and bring back in two weeks; seconded by David P. Jordan. Motion carried unanimously.

4. GTC Meetings Law (13:14-18:15)

Motion by David P. Jordan to defer the GTC Meetings Law to a work meeting; seconded by Fawn Billie. Motion carried unanimously.

5. Higher Education (18:15-51:04)

Motion by David P. Jordan to direct the Legislative Reference office to makes the noted revisions and to defer the Oneida Higher Education Scholarship (Law), as revised, for a legislative analysis and a fiscal impact statement; seconded by Tehassi Hill. Motion carried unanimously.

6. Petition: Cornelius-4 Resolutions (Investigate 7 Gens, 7 Gens Returns Money, Freedom of Press, Impose Tax on OBC) (51.04-51:49)

Motion by David P. Jordan to accept the status update memorandum regarding the Petition: Cornelius- 4 Resolutions (Investigate 7 Gens, 7 Gens Returns Money, Freedom of Press, Impose Tax on OBC) as FYI and forward to the Oneida Business Committee; seconded by Fawn Billie. Motion carried unanimously.

7. Petition: Constitution Amendments in regards to Membership (51:49-56:26)

Motion by David P. Jordan to forward the status update memorandum and the research memorandum regarding Petition: Constitution Amendments in regards to Membership to the Oneida Business Committee and request that the Tribal Secretary provide a final recommendation at the September 9, 2015 OBC meeting and that the Tribal Secretary consider the attached research memorandum in making the said recommendation; also assigning Brandon Stevens as the sponsor; seconded by Fawn Billie. Motion carried unanimously.

8. Petition: Powless-Per Capita Payments (56:26-57:48)

Motion by David P. Jordan to accept the statement of effect pertaining to Petition: Powless-Per Capita Payments and to forward it to the Oneida Business Committee for its consideration; seconded by Fawn Billie. Motion carried unanimously.

IV. New Submissions

1. Garnishment Ordinance Amendments (57:48-1:04:23)

Motion by David P. Jordan to add the Garnishment Ordinance Amendments to the active files list with himself as the sponsor; seconded by Tehassi Hill. Motion carried unanimously.

2. Cemetery Law Amendments (1:04:23-1:06:05)

Motion by David P. Jordan to add the Cemetery Law Amendments to the active files list with himself as the sponsor; seconded by Fawn Billie. Motion carried unanimously.

V. Additions

VI. Administrative Updates

1. Krystal John Travel Request (1:06:05-1:07:25)

Motion by David P. Jordan to accept the travel memo regarding Krystal John Travel Request as FYI noting that an Oneida Environmental Health and Safety grant will be covering the travel costs; seconded by Tehassi Hill. Motion carried unanimously.

2. LRO Budget (1:07:25-1:09:34)

Motion by David P. Jordan to ratify the changes to the Legislative Operating Committee budget; seconded by Fawn Billie. Motion carried unanimously.

3. LOC Priority List Update (1:09:34-1:11:22)

Motion by David P. Jordan to defer the discussion of the Legislative Operating Committee Priority List Update for two weeks; seconded by Fawn Billie. Motion carried unanimously.

VII. Executive Session

VIII. Recess/Adjourn

Motion by David P. Jordan to adjourn the August 5, 2015 Legislative Operating Committee Meeting at 10:13 a.m.; seconded by Tehassi Hill. Motion carried unanimously.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 08 / 26 / 15

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

BC approval of Finance Committee Meeting (rescheduled) Minutes of August 21, 2015

3. Supporting Materials

Report Resolution Contract

Other:

1. 3.

2. 4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor: Denise Vigue, Executive Assistant, Fiance
Your Name, Title / Dept. or Tribal Member

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

Describe the purpose, background/history, and action requested:

Oneida Business Committee approval is required to approve all Finance Committee meeting actions as the FC is a standing committee of the OBC. -

FC meeting moved from regular time/date of 10:00 A.M. /8/17/15 to 8/21/15 in order to accommodate the BC Special Meeting of completing their regular agenda from 8/12/15.

1) Save a copy of this form for your records.

2) Print this form as a *.pdf *OR* print and scan this form in as *.pdf.

3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 08 / 26 / 15

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

CDPC via formal action from the June 4, 2015 meeting is requesting the Business Committee to receive the Economic Development presentation and dialogue about the recommendations contained within the presentation.

I am respectfully requesting that this presentation be given an 11 a.m. time slot due to the number of employees attending.

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor: _____
Your Name, Title / Dept. or Tribal Member

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

Describe the purpose, background/history, and action requested:

At the June 4, 2015 CDPC meeting, the Economic Development presentation was presented and discussed. The CDPC directed that a work meeting be held and work meeting was scheduled for July 23, 2015. Unfortunately, only 3 Business Committee members attended that meeting, and it was decided that the presentation would be placed on the August 26, 2015 Business Committee meeting.

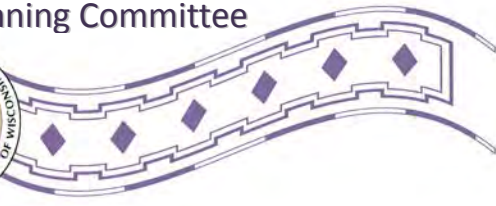
The presentation is attached for your review as well as the CDPC meeting minutes of June 4, 2015.

The discussion that is expected to take place is to gain the Business Committee's support to develop Economic Development policy and dialogue about what structure/infrastructure is necessary, how will it be funded, etc. Below are recommendations contained within the presentation that can be a starting point for discussion.

- o Develop a new policy to support Economic Development
- o Create a department with dedicated staff focused on Economic Development
- o Allocate funding to support Economic Development efforts
- o Apply for CEDS, SEDS (grants)
- o Market existing unique opportunities
- o Conduct target market analysis
- o Support entrepreneurialism
- o Develop strategies and initiatives

Yaw^ko!

- 1) Save a copy of this form for your records.
- 2) Print this form as a *.pdf OR print and scan this form in as *.pdf.
- 3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org



I. Meeting Call to Order at 9:05a.m. with Roll Call

<u> </u> <u>A</u> Melinda J. Danforth, CDPC Chair	<u> </u> <u>A</u> Lisa Summers, OBC Secretary
<u> </u> <u>P</u> Tehassi Hill, CDPC Vice Chair	<u> </u> <u>P</u> Fawn Billie, Councilwoman
<u> </u> <u>P</u> Jennifer Webster, Councilwoman	<u> </u> <u>P</u> David Jordan, Councilman

(P- present, A- Absent)

II. Others in Attendance: Treasurer, Trish King, Leyne Orosco, Elaine Skenandore-Cornelius, Cheryl Skolaski, Melissa Nuthals, Troy Parr, Paul Witek, Jeff Witte, Joanie Buckley, Brian Doxtator, Jenny Webster, Don White, Stacie Danforth, Leanne Doxtater, Jacob Metoxen, Apache Danforth, Danelle Wilson, Fawn Cottrell.

III. Approve the agenda

Motion by Fawn Billie to approve the agenda, seconded by David Jordan.

Motion carried unanimously:

Ayes: Fawn Billie, David Jordan, Tehassi Hill,
Not Present: Melinda Danforth, Lisa Summers, Jennifer Webster

IV. Minutes to be approved: May 7, 2015

Motion by Fawn Billie to approve the agenda, seconded by David Jordan.

Motion carried unanimously:

Ayes: Fawn Billie, David Jordan, Tehassi Hill,
Not Present: Melinda Danforth, Lisa Summers, Jennifer Webster

V. Follow-ups/Directives

Lisa Summers arrives at 9:15a.m.
Jennifer Webster arrives at 9:20a.m.

VI. New Business

1. Cemetery Presentation – Cheryl Skolaski

- Cemetery Board was discontinued in 2009, the Enrollments Department has been involved in the recording and maintenance of the cemetery. The Trust Committee wants another Tribal entity to take over the responsibilities of the Cemetery. Enrollments has been maintaining the recording of the plots and managing the purchasing of plots, however, the challenge is the maintenance of the cemetery. A vendor has been hired to fix the drainage issues and DPW has an MOU with Enrollments for maintenance in 2015. For 2016, there is still landscaping and maintenance that needs to be done, however, Trust has taken action to remove all cemetery responsibilities.

- Troy notes that the cemetery was never a CIP projects to do the proper planning before the cemetery started to be used. As a result, there have been many issues, such as with drainage and environmentally.
- Troy notes: Pat Pelky wants the Enrollments/ Cemetery work group to consider an Undertaker position to be available from the environmental aspect.

Motion by Lisa Summers to accept the Cemetery update as an FYI. This topic will be added to the next joint BC/Trust Committee meeting for further review. Seconded by Fawn Billie. Motion carried unanimously:

Ayes: Fawn Billie, David Jordan, Tehassi Hill, Lisa Summers, Jennifer Webster

Not Present: Melinda Danforth

2. Agriculture Strategy – Joanie Buckley

A power point presentation was given with handouts provided.

Discussion:

Birthing Barn: \$375,000 previous CIP estimate, now \$800,000. On hold due to the lack of a business plan.

- There is a budget savings of \$25,000 that Joanie would like to consider for the feasibility study for the EDA. Can the \$50,000 unexpended money from CIP fund be used to match grants for agricultural initiatives?
- Strategy #3 – working on short term, budgeting towards the midterm.
- Trish stated that the previous committee endorsed this plan and not sure why this hasn't moved forward already. The grant dollars with our investments have proved positive. Wants for CDPC to endorse it, put it on the BC Agenda for approval, put it in the budget and move forward.
- Leanne stated that the hold-up is the BP site and the plan to clean it up and move forward. The community supports a food entity/Food Center in central Oneida and the BP site would be where it could go.
- Troy shared that the grants were approved earlier this week for the BP Clean up to make it better. The soil is not as bad as it was originally thought.
- The Ag Summit – want to educate the community on the initiative to get buy-in from community. Is it an initiative of operations or government or collaborate together?
- Lisa wants to know what Joanie needs. This seems to be ready to be implemented and go to BC for approval. Great job working with Planning & Environmental. Thank you for bringing the strategy to the meeting. There is support, the data is there, let's move ahead.

Motion by Lisa Summers to accept the Agriculture Strategy for approval and forward to the Business Committee for approval. Seconded by Jenny Webster. Motion carried unanimously:

Ayes: Fawn Billie, David Jordan, Tehassi Hill, Lisa Summers, Jennifer Webster

Not Present: Melinda Danforth

3. Economic Development Efforts Presentation – Troy Parr

A power point presentation was given with handouts provided.

Motion by to accept the Economic Development Efforts presentation as an FYI. Seconded by . Motion carried unanimously:

Ayes: Fawn Billie, David Jordan, Tehassi Hill, Lisa Summers, Jennifer Webster
 Not Present: Melinda Danforth

Discussion:

- Troy stated the fundamentals of municipal planning departments have the role of advancing commerce and bringing in tax dollars. Oneida planning is similar, however, very different at the same time. We want to increase our population and increase housing, however, we don't want to increase the tax base.
- Recommendations:
 - o Develop a new policy to support Economic Development
 - o Create a department with dedicated staff focused on Economic Development
 - o Allocate funding to support Economic Development efforts
 - o Apply for CEDS, SEDS (grants)
 - o Market existing unique opportunities
 - o Conduct target market analysis
 - o Support entrepreneurialism
 - o Develop strategies and initiatives
- Don recommended to plan in the SEOTS area – there is a market in the Milwaukee area.
- David recommended to expand by the Packers stadium on Ridge Road.
- Lisa thanked the Planning team for putting together the presentation.
- Lisa asked: What policies need to be developed and worked on?
- Troy stated that a commitment to identify who is responsible for economic development is the first step. It could be inside the Tribe, outside or a fusion. We need to be more nimble to respond & react to market conditions, have cash on hand to follow through. This might be an outside entity.
- Rae stated that there needs to be work with LOC on the criteria and update the resolution.
- Joanie added that policy is to look at the organizational structure, having an economics policy and then how do we attract someone here?
- Troy added that a new policy direction to let it work for us, such as Hobart did with “shovel to building” in 30 days.
- Don recommended to talk about Tourism because we are “flat” and that is a major component.
- Jacob stated that he thinks we are flat because there's not a digital version of maps and for the Natural Areas and Trails Guide. Additionally, our roads are not updated on Powless and Metoxen Drives on Google Maps.
- Troy stated that he will follow-up on the Google Maps missing the Oneida roads.
- Trish thanked the team for providing the presentation so we can see the big picture of where we are, where we could be and where we want to be. Trish stated that she wants to continue to move forward. The BC needs answers to the questions of “what is the next step?” How do we diffuse the bureaucracy that inhibits us from being successful? In the past, it was lack of trust and this BC wants to promote the trust. Legislatively, we can move this within a year, however, strategically, we need to get past the fear.
- Troy responded to Trish by stating it's the commitment, then setting up guiding principles, and establishing the concepts that are broad and put the money into the budget. Additionally, it's project management 101, incentives (TIF projects)

and other opportunities that the federal government has already put into place, such as the FT Zone and HUB zone.

- Joanie stated that there are areas to identify for “low hanging fruit” to work on. We have the capabilities, but we need to use the collaborative approach.
- Jeff stated that it’s important to de-politicize the process by having a discussion, throwing around ideas and move forward in that way.

Motion by Lisa Summers to accept the information of the Economic Development Effort as an fyi and move this to a CDPC work meeting for more discussion with the rest of the OBC and Pat Pelky. Seconded by Jenny Webster. Motion carried unanimously:

Ayes: Fawn Billie, David Jordan, Tehassi Hill, Lisa Summers, Jennifer Webster

Not Present: Melinda Danforth

VII. Reports

VIII. Additions

IX. Recess/Adjourn

Motion by Lisa Summers to adjourn at 12:03p.m. Seconded by Jenny Webster. Motion carried unanimously:

Ayes: Fawn Billie, David Jordan, Tehassi Hill, Lisa Summers, Jennifer Webster

Not Present: Melinda Danforth



2015

Oneida Reservation Economic Development

Overview of Proposed Effort and the Plan-to-Plan

Presented to the Oneida Business Committee

July 23, 2015

prepared by:





Who are we planning an Economic Development Effort for?

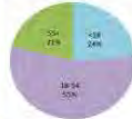
Membership Demographic Profile

Brown & Outagamie Counties



Membership
7,415

Median Age
33.9



Gender
3,772 Female
3,643 Male

Median Annual Household Income
\$37,779



Married Family Households
34%

Householder Living Alone
11%



Family Poverty Rate
23%

Unemployment Rate
7.6%



Households
3,646

Average Household Size
3.2



Median Monthly Housing Costs
\$586

Owner-Occupied Units
1,987



Median Monthly Mortgage Payment
\$748

Renter-Occupied Units
1,659



Median Monthly Rent
\$515



Membership Demographic Profile

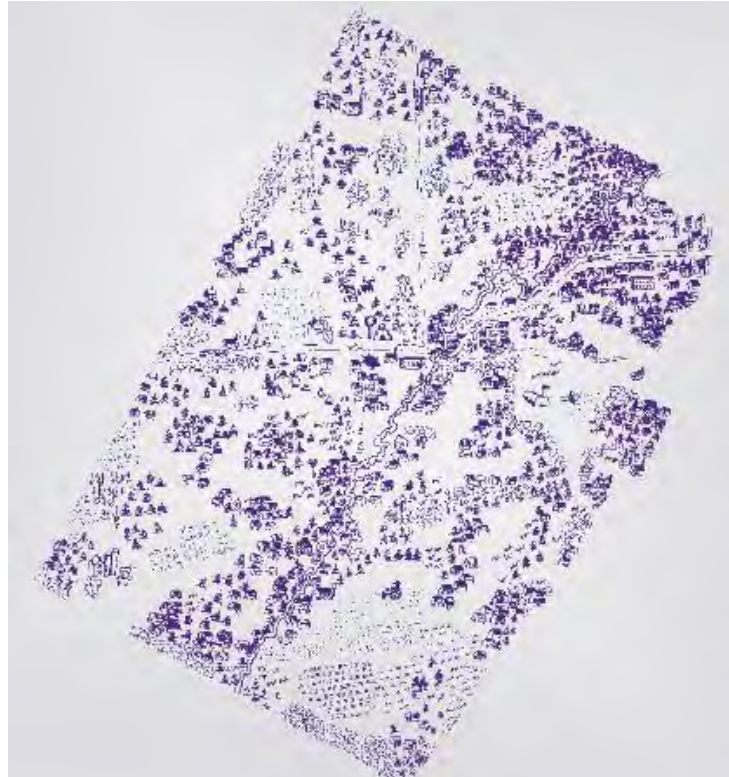


And all 17,000 Members





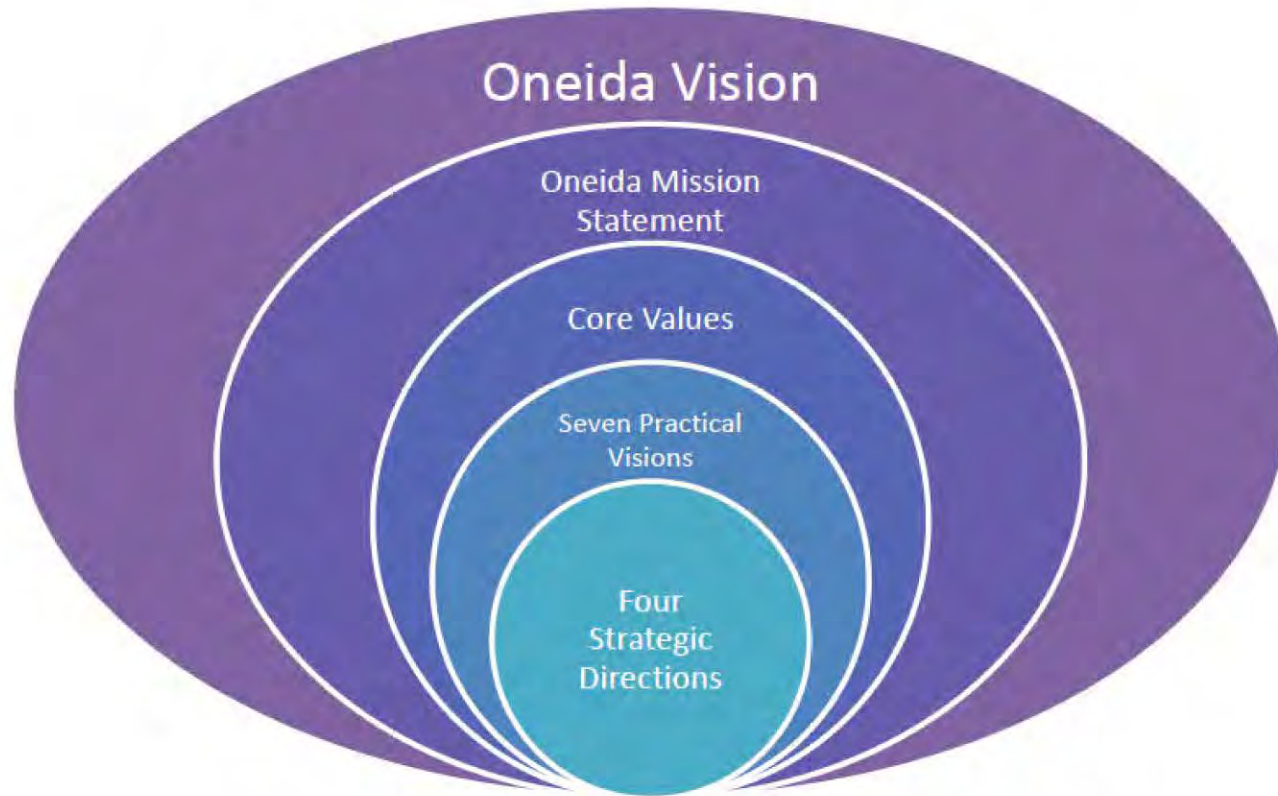
What *Guiding Principles* should we align with for this Effort?



Oneida Comprehensive Plan



Economic Development Effort *Guidance*



FOUR STRATEGIC DIRECTIONS



SEVEN PRACTICAL VISIONS

Accountable & Effective
Governmental Design

Volunteerism

Long Term Sustainability
Plans

Leaders Who Promote
Positive Social Change

Living a Good Mind
Ka?nikuh'liyo

Create Economic Systems

The Oneida Business Committee believes that when the following occurs, we will have Created Economic Systems:

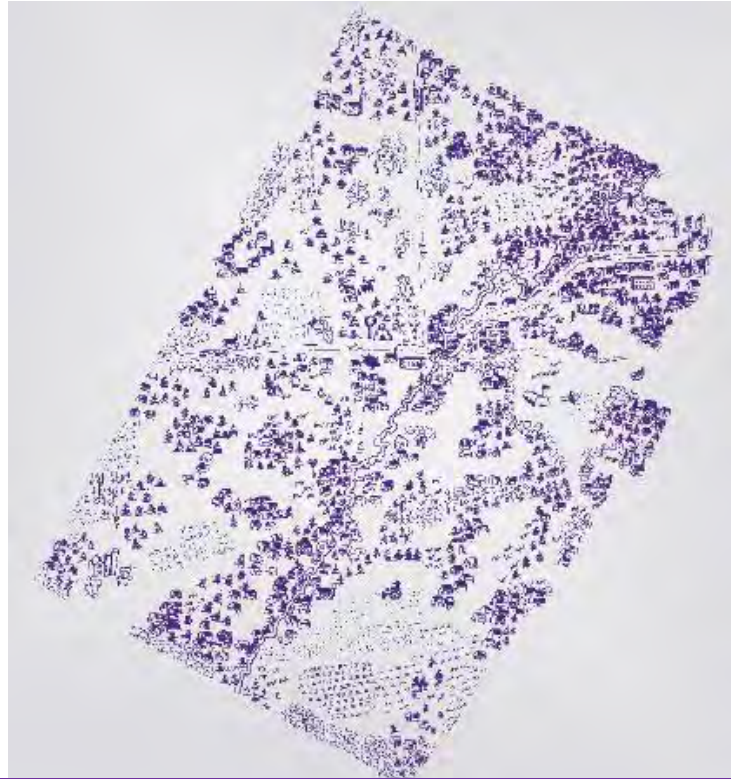
- Better corporate structure
- Economic strategies
- Agriculture
- Restaurant – downtown Oneida
- Farm to table initiatives
- More affordable housing
- Financial stability – priority driven budget





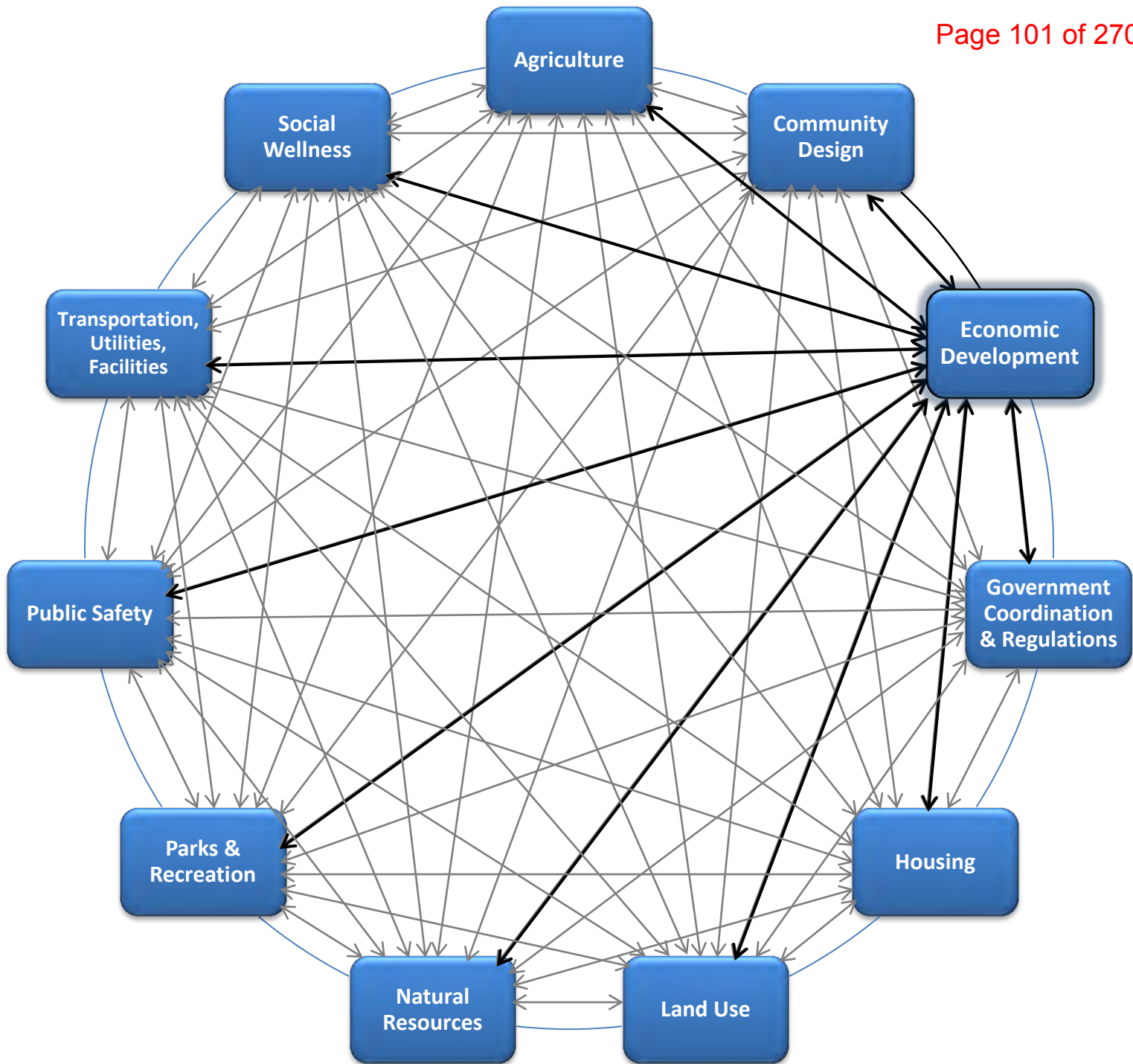
2014 Comprehensive Plan Element: Economic Development

Goal: Support sound economic activities.



Oneida Comprehensive Plan





Objective: Create economic development policy.

Objective: Invest resources for an economic development function.

January 2015 Update:

- No Activity
- Previous Economic Development Plans and Models have never been endorsed or approved
- Planning Department has initiated three economic “Area Development Plans”



Where do we want to go ...

Economic Development
as a
Catalyst
for Good Community Health

... & How do we get there?

Determinants of Wellness



• Economic Stability

- Poverty, Employment, Food Security, Housing Stability



• Education

- High School Graduation, Enrollment in Higher Education, Language and Literacy, Early Childhood Education and Development



• Health and Health Care

- Access to Health Care, Access to Primary Care, Health Literacy



• Neighborhood and Built Environment

- Access to Healthy Foods, Quality of Housing, Crime and Violence, Environmental Conditions



• Social and Community Context

- Social Cohesion, Civic Participation, Perceptions of Discrimination & Equity, Incarceration/Institutionalization



Let's start with the basics...

What is “Economic Development” ?

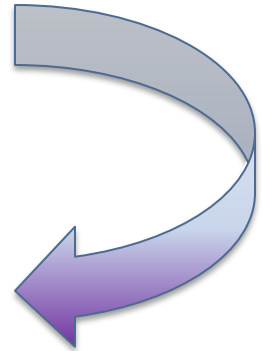
... and why is it important to us?

What is Economic Development?

Sustained, concerted actions that promote the standard of living and economic health of a specific area.

Economic development can lead to...

quantitative & **qualitative**
...changes in the economy.



Economic Development vs. Growth

What is the difference?

***Economic
Development***

***Economic
Growth***



Economic Growth

“Economic growth is only one aspect of the process of economic development.”



Consumer Spending



Economic Growth



Human Development

Collectively, economic development & growth lead to an ***economically*** healthy community

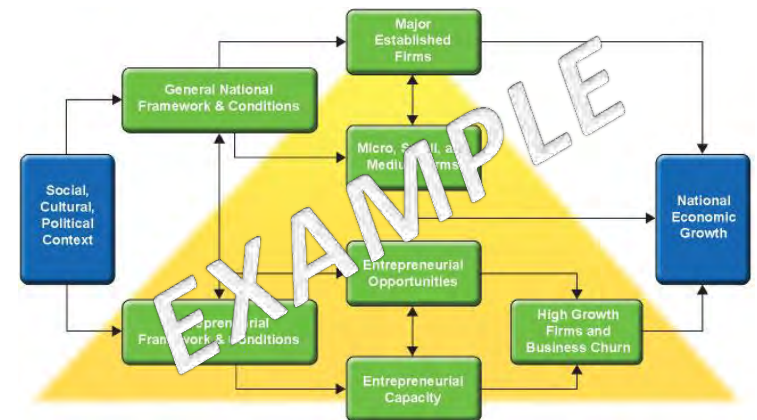




Economic Development Practice or Process?

Practice or Process?

“**Economic development**” is important because economic development as a *practice*... is often confused with economic development as a *process*.



Practice

Process





**In what geographic areas
do we want to focus?**

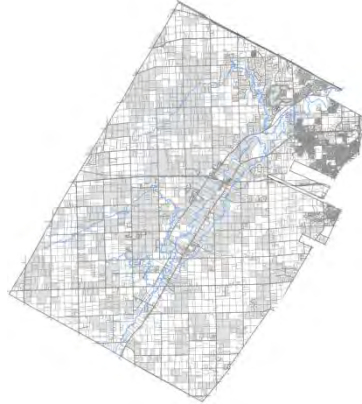
Determine Geographic Area of Market

International/Global

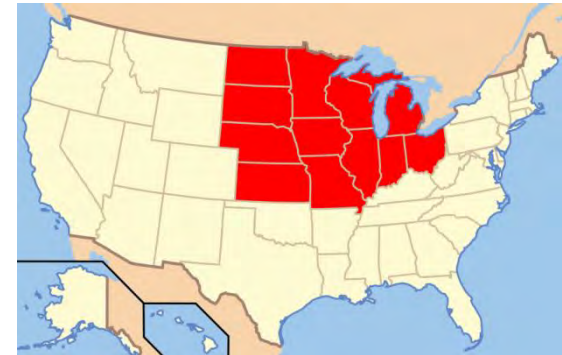


Where is Our Focus?

Oneida Reservation



Midwest Region



Indian Country



International/Global





Where should our *Effort* start in
Economic Development?

“Road map” for where we want to go:

The **goal** of our efforts should lead to...

Healthier Oneida Community

... culturally, economically and socially

How we get there...

Economic Development Policy

... which adopts an

Economic Process

... which leads to

Economic Professional Practice(s) (as a Tribe)

... which leads to long term

Economic Growth

... that ultimately leads to a

Healthier Oneida Community

... culturally, economically and socially



Economic Development Effort - Pre-Planning

1. Where are we at now?
2. Where do we want to be?
3. How do we get there?
4. What resources are available to support the effort?
5. Where do we focus effort?
6. How do we measure to ensure what we do is working?



Potential Areas to Place Effort

- **Establish Socio-Economic Need & apply for Federal \$**
 - Secure Early Planning Grant for assistance writing CEDS
 - Community Economic Development Strategy (CEDS) [CEDS link](#)
 - Social & Economic Development Strategy (SEDS) [SEDS link](#)
- **Complete Target Industry Analysis**
 - Repeat existing models of strength (i.e. gaming, hospitality, retail)
 - New Oneida Tribal Business Development
 - Oneida Property / Real Estate Development and/or Leasing
- **Maximize Unique Opportunities existing only on the Oneida Reservation to stimulate economic development**
 - U.S. S.B.A. – HUB-Zone (Historically Underutilized Businesses Zone) Designation
 - U.S. I.R.S. – MACRS (Modified Accelerated Cost Recovery System)
 - FTZ (Foreign Trade Zone *a.k.a. Free Trade Zone*)
 - Oneida Tribal Trust Lands



How do we know our *Efforts* are working?

- Establish Oneida Tribal Economic Growth Measurements/Indicators
 - Example: similar to the National Gross Domestic Product (GDP) Index
 - Example: create an Oneida Reservation Economic Activity Index





What is the desired outcome from this effort?

*... supporting the O.B.C. four strategic directions
Aligning with the approved Comprehensive Plan,
ultimately achieving the vision of the Oneida Tribe.*



Where should we look when developing new economic strategies?

Applying good planning principles

Oneida Area Community Development Plans

Central Oneida
Rural Nest

Protect Sovereignty

Border
Protection &
Expansion

Area Development Plans for Economic Growth

Future Interstate Highways

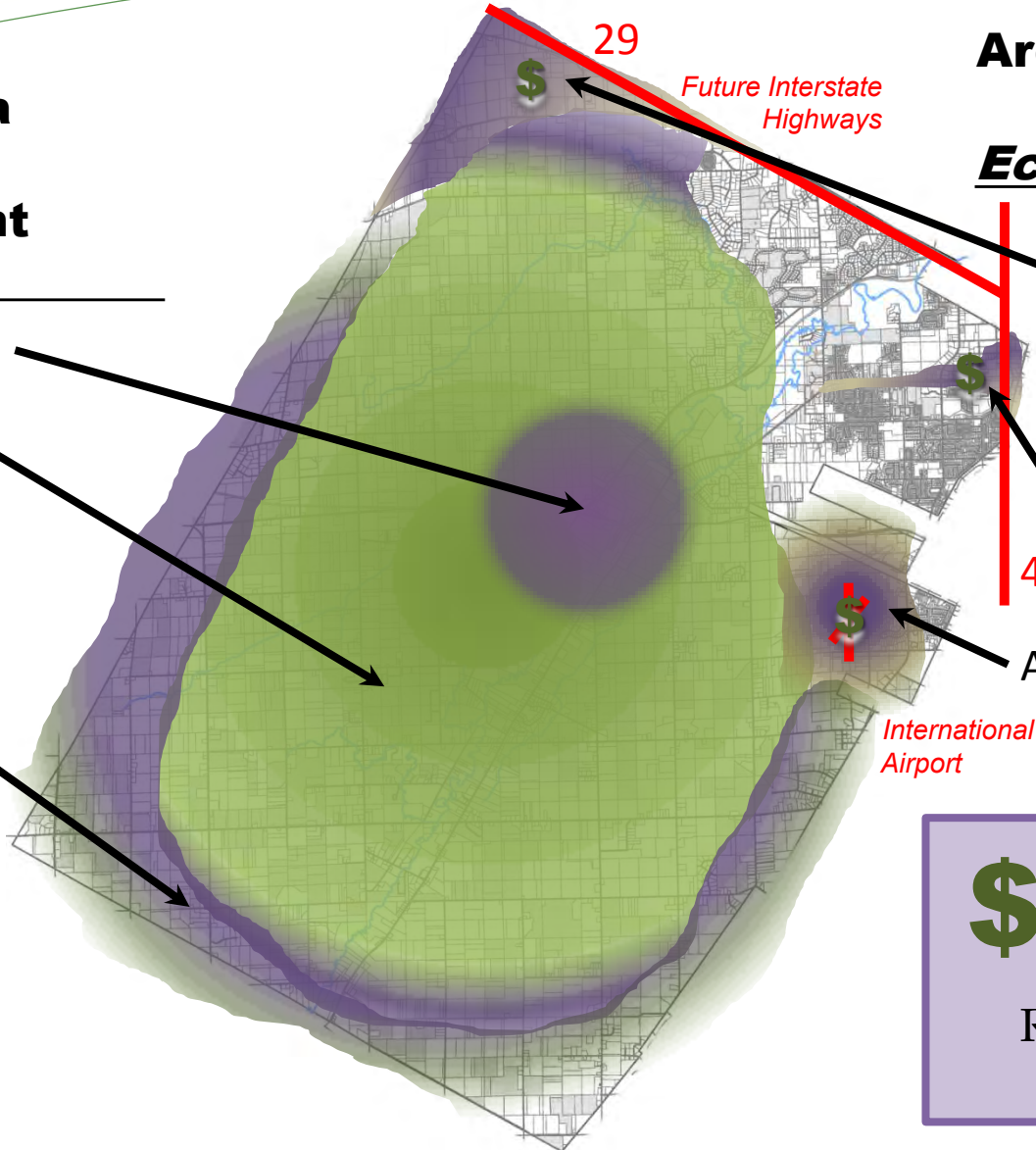
29/32 Interchange &
29 Corridor
(10-20 year plan)

Mason St. Corridor
(1-5 year plan)

Airport Development
(5-10 year plan)

International Airport

\$ Economic Engines \$
To Drive Tribal Revenue & Profit
For Oneida





Other Economic Development Considerations *Beyond* the Oneida Reservation

Potential Areas to Place Effort

Midwest Region



Indian Country



International/Global

BUT...

- Are they feasible?
- Are they economically sound?
- Are they repeatable?
- Are they appropriate?
- Are they socially responsible?
- Is there a market?
- Do they meet the needs of the community?





Next Steps...
Where do we start?

- Develop *new policy* to support Economic Development Effort
- Create a department with dedicated staff focused on Economic Development
- Allocate funding to support Economic Development efforts
- Apply for CEDS, SEDS
- Market Existing Unique Opportunities
 - *HUBZone, MACRS, Foreign Trade Zone*
- Conduct Target Market Analysis
 - *agriculture, trade, technology, foods, entertainment, hospitality, finance, manufacturing, etc.*
- Support Entrepreneurialism
- Develop Strategies and Initiatives





Question – Answer

Yaw^ko



Oneida Business Committee Agenda Request

1. Meeting Date Requested: 08 / 26 / 15

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

Motion to accept legal opinions titled
 "Genskow - Petition - Elder Means Testing" dated August 3, 2015,
 "Genskow - Petition - Recording Subcommittees" dated July 22, 2015, and
 "Genskow - Petition - Unclaimed Per Capita Fund Allocation" dated August 19, 2015

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor: _____
 Your Name, Title / Dept. or Tribal Member

Additional Requestor: _____
 Name, Title / Dept.

Additional Requestor: _____
 Name, Title / Dept.

Memo

To: Oneida Business Committee

From: Lisa Summers, Tribal Secretary 

Date: August 20, 2015

Re: Petitioner Madelyn Genskow: Request Special GTC meeting to address six (6) resolutions

1. Completed Scheduling General Tribal Council Meetings
2. Fee to Trust Process
3. Elder Services Means Testing
4. Record Subcommittee Meetings
5. Governmental Services Chain of Command
6. Unclaimed Per Capita Payments

The purpose of this memorandum is to notify you the legal analyses for the following resolutions are ready for acceptance by the Oneida Business Committee (OBC): 3 – Elder Services Means Testing, 4 – Record Subcommittee Meetings and 6 – Unclaimed Per Capita Payments.

Background

The above referenced petition was submitted to the Tribal Secretary's Office on February 10, 2015, and verified by the Enrollment Department. The petition was submitted to the Oneida Business Committee (OBC) agenda and accepted at the February 25, 2015, meeting.

Status

<i>Analysis</i>	<i>Original Due Date</i>	<i>Extension # and New Due Date</i>	<i>Date Accepted by the OBC</i>
Legislative	May 13, 2015	n/a	Resolutions 1-6 – April 22, 2015
Legal	May 13, 2015	1. July 8, 2015 2. Aug. 26, 2015	Resolution 2 – May 13, 2015 Resolution 1 – June 24, 2015
Financial	May 13, 2015	1. July 8, 2015 2. Aug. 26, 2015	

Requested OBC Action

1. Accept the legal analyses for the following resolutions: 3 – Elder Services Means Testing, 4 – Record Subcommittee Meetings and 6 – Unclaimed Per Capita Payments
2. Determine next steps for remaining legal analysis and all financial analyses

JO ANNE HOUSE, PHD
 CHIEF COUNSEL
 JAMES R. BITTORF
 DEPUTY CHIEF COUNSEL
 REBECCA M. WEBSTER, PHD
 SENIOR STAFF ATTORNEY

ONEIDA LAW OFFICE

N7210 SEMINARY ROAD
 P.O. BOX 109
 ONEIDA, WISCONSIN 54155

PATRICIA M. STEVENS GARVEY
 CAROYL J. LONG
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(920) 869-4327

FAX (920) 869-4065

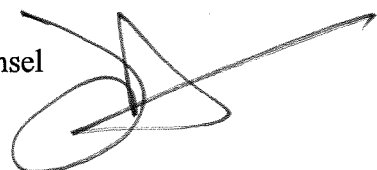
MEMORANDUM

TO: Oneida Business Committee

FROM: Jo Anne House, Chief Counsel

DATE: July 22, 2015

SUBJECT: Genskow – Petition – Elder Services Means Testing



You have requested a legal review regarding a petition submitted by Madelyn Genskow. The petition contains six resolutions. The legal opinion will review only the resolution identified above. The Enrollment Department has verified a sufficient number of signatures on the petition.

The resolution contains six Whereas sections.

- "...on January 11, 1994, the Oneida Commission on Aging (ONCOA) took action to establish priority of serving older and/or handicapped elders, older elders are identified as age 70 and over. and"
- "...there are no income guidelines or mean testing connected to the 70 year old Priority and the ONCOA board may not have realized the effect this would have."
- "...there are Oneida Elders living in the reservation boundaries age 70 and over who are prioritized because of their age, who have good incomes and/or land holdings and/or own more than one home. And"
- "...there is no consideration given as to the combined income of the persons living in the home are capable of doing the work being requested, the priority is till 70 years old. And"
- "...the services being offered are Emergency response system-lifeline, snow removal and plowing, minor home repair, Benefits specialist assistance, Home Chore, major home repair (roofs), lawn care, furnace repair and replacement, Elder Abuse Services and Assessment. and"
- "...there are Oneida Elders age 55 up to 70 who live in the reservation boundaries who are poor and/or not in good health who may not get any help from the Oneida Elder Services program if there is not any money left after age 70 year olds request have been met."

Whereas sections are intended to provide legislative history and background regarding why the resolution is brought forward. Whereas sections are not enforceable.

The resolution contains five Resolve sections.

- "...there shall be income and means testing of all Oneida Elders living in the reservation boundaries who apply for services from the Elder Services Program and an analysis as to whether there are able bodies people living in the house who can do the work."
- "...the Emergence response system-lifeline, Benefits Specialist Assistance and the Elder Abuse Services and Assessments must be provided to all Oneida Elders upon request who live in the reservation, regardless of income."

- “...roof repair or replacement shall be available to Oneida Elders living in the reservation boundaries who meet the income guidelines and means testing of the household.”
- “...a generalist employee shall be hired to fill in when a regular staff member is ill or on vacation in the Elderly Services Program.”
- “...the Oneida GTC shall vote to determine the Income Guidelines in cases where there are several people living in the same house, the entire income of the household must meet the income guidelines. The Economic Support Program shall recommend options regarding income guidelines for the GTC to vote on.”

To draft this opinion, I have reviewed prior actions of the General Tribal Council, federal law and regulations regarding grants and funding received, Tribal law, policies and procedures, and various other resources. This opinion is broken into sections to address the following issues raised in the resolution – elder population description and Elder Services Program.

Elder Population

The Older Americans Act, 42 USC Sec. 3001, et seq., sets up a comprehensive program for developing and implementing programs for older Americans. In its current form, the federal law addresses income, health, housing, long and short term care facilities, employment, and quality of life. *42 USC sec. 3001*. A primary goal of the legislation is the focus on coordinated care. *42 USC 3003*. This federal legislation provides for grants to state and Tribal governments for the purposes of providing for the needs of the elder population. The Oneida Tribe receives funds in the form of federal grants under the Older Americans Act.

The Older Americans Act does not define older or elder population. The regulations implementing this law requires Tribes applying for funding to assure that there are at least 50 members age 60 or over living in the defined service area. *45 CFR sec. 1326.19(d)(1)*. Older or elder population is to be defined by the Tribe. *45 CFR 1326.3*.

Within the Tribe, the “elder population” is defined by program depending on where the funds are derived. Oneida Nation Commission on Aging set the definition of elder as age 70 or older or disabled in relation to elder services. Other programs have set the definition of elder based on various directives. For example, the per capita approved by the General Tribal Council identifies two different groups of elders – age 62 and older, and age 65 and older. For purposes of this opinion elder is defined as any member age 65 and older or any person age 65 and older.

The Oneida Nation Commission on Aging made this determination based on the limitations in available funds, the nature of that population having lived through the Great Depression, world wars, limited employment and educational opportunities affecting their ability to earn and develop retirement savings. In addition, the Commission felt that elders age 55 and older were still gainfully employed and that the definition of elder should begin at age 62 and older. However, even at that point, the Commission felt that there were insufficient resources and that the focus should remain on age 70 and older and disabled.¹

¹ These were the primary reasons identified in a meeting with the Oneida Nation Commission on Aging. When questioned about whether the age requirements should be changed, the Commission felt comfortable about the age requirements and the population being impacted as those in greatest need.

There are two current sources to review in order to determine the ongoing validity of the determinations of the Oneida Nation Commission on Aging – the reports issued by the Federal Interagency Forum on Aging-Related Statistics (*Older Americans 2012: Key Indicators of Well-Being*) and the Tribe’s Quality of Life Surveys (2014 Report).

As part of the Older Americans Act, a comprehensive report is directed to be published. The latest report was published in 2012. This report is based on data received from the U.S. Census, Social Security Administration, various federal health (Center for Medicaid and Medicare Services) and housing programs (Department of Housing and Urban Development), labor surveys (Bureau of Labor Statistics and Department of Labor), and surveys conducted by universities (University of Michigan for example), to name a few. The report consolidates the data into six different areas – population, economics (which includes income, consumer costs, housing), health status, health risks and behaviors, health care, and end of life. The report is available on-line at www.agingstats.gov. Although the report focuses on the national elder population, the Tribal population would be reflective of this population. In some circumstances, where a minority population is shown, I have included references to this information as potentially being indicative of the Tribal population.

Quality of Life Surveys – Oneida Specific Information

The Tribe conducts a survey of members living on the Reservation and Brown and Outagamie Counties. This survey is similar to the Older Americans report summarized in this section of this opinion. However, it differs in that it is not specifically addressed to elders. However, the survey results are indication of elder opinions. Summary information from the Quality of Life Surveys will be inserted in this section by indentions to present Oneida specific information. The Quality of Life Survey information can be found on the internal Tribal website or requests can be made for the publication by contacting the Development Division, Statistics Department at stats@oneidanation.org.

Population

The elder population is expected to double in 2030 as the Baby Boomer generation (1942-1964) ages. This impacts all aspects of life – health, housing, and income/employment. The Tribal population mirrors the United States population in the expansion of elders through the year 2030. There are 1699 members age 65 and older, or 9.96% of the Tribal population. As can be seen in the chart below, the approximately 12% of the Tribe’s membership will be impacting elder related programming in the next ten years.²

Age	# Members	% of Membership
55-64	270	11.88%
65-69	112	3.99%
70-74	69	2.46%
75-79	51	1.77%
80-84	37	1.03%
85-89	20	.47%
90+	7	.24%

² This information can be obtained from the Tribe’s internal website or e-mailing stats@oneidanation.org.

As a result of various programs for returning veterans, the education levels of elders moved from 24% of elders having a high school diploma to 80% and 5% having a bachelor's degree to 23% having a bachelor's degree. This increase in education levels impacted employment opportunities and income for younger elders.

Quality of Life Surveys – Oneida Specific Information

Education. The Quality of Life Survey identifies that 87% of members living in Brown and Outagamie Counties have a high school diploma. On the other hand, 45% have graduated college, and 13% have a graduate or professional degree. In comparison with elders across the nation, the Oneida members (all members age 25 and older), have a greater percentage of members with high school diplomas (87% versus nationwide elder population at 85%) and a greater percentage of members having a college degree (45% versus a nationwide elder population of 23%). These differences are based on comparing elders in the 2012 Older Americans report against members all ages in the Quality of Life Survey.

Economics

The elder population income has changed positively between the years 1974 to 2010. The average household income is \$31,410; this is up from \$21,100 in 1974. Based on the federal poverty rates, the number of elders whose household income is at or below poverty has been reduced from 15% to 9%, with over 50% of elder's household income at or above middle income. However, it should be noted that minorities are more likely to have a household income at or below poverty level.

The composition of what makes up household income differs greatly depending on income levels. Those elder households in the lowest income group derive 84% of their income from Social Security. On the other hand, household income in the middle income group derives only 66% of their income from Social Security, with 16% of the income from retirement funds and 10% from earned income. This may be the result of younger elders continuing to be fully employed and the increasing participation in retirement plans earlier in their careers that were not otherwise available to the older group of elders.

This is supported by how household income is allocated. Those elders age 75 and older allocate 36% of their household income to housing; while elders age 55-64 allocate only 32% of their household income to housing. The general recommendation is that 30% of household income should be allocated to housing. The most common problems for elders are in the cost of housing rents or mortgages and utilities. The remaining housing problems include major home repairs (such as roof and plumbing repairs) and crowded housing.

Quality of Life Surveys – Oneida Specific Information

Household Income. The Quality of Life Survey identifies that the median income on the Reservation is \$42,750. This is higher than in previous years. The on-Reservation median income is also higher than Brown and Outagamie Counties median income of \$37,779. In light of elders working longer, this may also result in increased household income of Oneida elders. This is consistent for all survey periods except 2008.

Poverty. The Quality of Life Survey also identifies that the rate of Oneida member households at or below poverty is at 20%. This is less than the 23% rate for Brown and Outagamie Counties. However, it is almost twice as high as that for the elder population in the United States. This is likely to be the result of a broader group surveyed and a difference in the definition applied to “poverty.” This would also be consistent with the survey results regarding family income satisfaction; 68% of those surveyed were satisfied with their family income.

Housing. The survey also asks questions about housing. The survey identifies that 70% of the respondents rated their housing conditions as good or better. Further, 78% of the respondents thought the Reservation was an excellent or good place to retire. Although only 52% of the respondents were satisfied with the variety of available housing.

Health Status

The elderly are living longer and healthier. Since 1981, rates of disease have been cut in half for strokes, influenza, pneumonia, and diabetes. Since 1997, there has been no change in overall levels regarding functional limitations such as eating, walking, bathing, housework, shopping, and similar activities. The number of functional limitations per elder increases with age; 41% of elders have at least one functional limitation. From a different perspective, 61% of elders living at home and 35% of elders living in community housing having no functional limitations, but 68% of elders in long term care have three or more functional limitations.

Health Risks and Behaviors; Health Care

Health risks and behaviors involve eating habits and physical exercise. Elders age 75 and older eat healthier than elders ages 65-74. Eating healthy includes a diet of whole grains, dark green and orange vegetables, legumes, lower sodium, fewer calories from solid fats, less alcohol and added sugars.

The federal government recommends at least 2.5 hours per week of moderate activity, such as walking. About 11% of elders meet this standard. Consistent with the trend in all age groups, 38% were obese. This is up from 22% of the elders being identified as obese in 1988.

Although smoking has decreased overall, the rate of decrease differs between men and women. Since 1964, smoking among men has decreased from 29% to 10% and women remain relatively constant at 9% over the same time period.

Elders age 55-64 spend 22% of their time in leisure activities and 16% of their time working. On the other hand, elders age 75 and older spend 32% of their time in leisure activities and 1% of their time working. In both of these groups, they spend 58% of their leisure time watching TV and about 5% of their time exercising. Elders age 75 and over tend to spend twice as much time reading than younger elders.

Over time, there has been an increase in short term hospice stays, outpatient visits, and prescriptions. The average cost of prescriptions has increased from \$650 per year in 1992 up to \$3000 per year in 2008. On the other hand, there is been a decrease in nursing home, long term care and inpatient hospital visits. 95% of elders between the ages 65-84 live at home and 14% of

elders age 85 and older live in long term care, with 8% of this last group living in community housing.

Quality of Life Surveys – Oneida Specific Information

Health. In the 2014 survey, 81% of the members responding are satisfied with their personal health. Two-thirds of that group also rank the quality of their diets as excellent or good. Almost 90% of the respondents believe that there is satisfactory access to locally grown food.

Health Care. Respondents to the 2014 survey, 83%, also believe that there is satisfactory access to health care, and 81% are satisfied with the services provided at the Health Center. 80% of those responding believe that the quality of health care is good to excellent.

Leisure/Recreation. 70% of the respondents believe the Reservation is a good place to raise a family. Respondents, 76%, also believe there is a good to excellent quality of green space within the Reservation. 77% of the respondents feel the quality of recreational opportunities is good to excellent. The Oneida Fitness Center regularly conduct customer surveys and ranks consistently “very good” to “excellent” across all categories surveyed. Although a lower number, 46%, ranked trails as good to excellent.

End of Life

The report also provided brief information regarding end of life and elders. 41% of elders pass on in hospitals, 27% at home, 19% at home, and 14% while receiving emergency services.

Elder Services Programming

The Elder Services Program operates under federal and tribal funding. It provides programming in accordance with the Older Americans Act. This means that the goal of the program is to provide all elder resources through a single contact. However, this applies to elder programming, not necessarily the entire Tribe. It is the goal of the Governmental Services Division to be able to provide this type of service. Unfortunately, given the diversity of programs and technical program requirements, it may be possible only to provide referrals and not assistance from a single resource.

The Quality of Life Survey regularly surveys satisfaction with elder services programming. In 2010, the satisfaction level was 81% which rose to 82% in 2014. On reservation respondents rated satisfaction at 80%, while off-reservation members rated satisfaction at 87%.

The Elder Services Program funding is allocated to most services provided based on funding limitations. Federal funding is allocated until fully expended, then Tribal contribution is allocated. The program provides a booklet on services provided with an explanation as well as contact numbers. In addition, the information is located on-line on the Tribe’s website. The list below contains a brief description of the services provided. Those services in italics are supported by federal funding.

- Elder Abuse – Elder Abuse Coordinator contacts elder and investigates allegations. For purposes of this program, an elder is defined as age 55 or older.
- *Native American Family Caregivers Program* – providing assistance to caregivers to access available services, including classes, assistance to enable caregivers relief from role, support groups, and equipment loan program.
- Benefit Specialist – provides assistance in identifying available services, filling out forms, and advocacy.
- Foster Grandparents & Senior Companions – volunteering by elders age 60 and older to homebound elders and foster grandparent services for children.
- Outreach – identification of elders and caregivers to identify potential services and programs to assist them.
- Respite Care – temporary assistance to caregivers.
- Homemakers – assistance in preparing meals, shopping, assistance with the telephone, or light housework.
- Loan Closet – lending equipment for living assistance such as walkers, and shower chairs.
- *In-Home Emergency Response System* – a 24 hour/7 day a week system to call for emergency services.
- Home Chore – minor home and yard maintenance, snow shoveling and plowing.
- *Home Repair* – low cost minor home repair based on health and safety concerns.
- *Congregate Meals* – lunch served Monday through Friday.
- *Home Delivered Meals* – homebound or medical directive service for delivery of lunches Monday through Friday and a delivery of Saturday/Sunday lunches on Friday.
- Elder Services Transportation – pick-up for congregare meals, elder activities, and scheduled weekly shopping to Walmart, banks and lunch.
- Activities – planned activities, elder specific exercises.
- Volunteer Services – elders 55 and older volunteer opportunities.

There are some services that are not listed in the benefit book. The Major Home Repair program focuses on roof repair/replacement and furnaces. This program is a tribally funded program. The legal opinion titled “Genskow – Petition – Elder Services – Home Repair,” dated April 10, 2015, is, or will be, located on the Tribe’s website under the General Tribal Council petition links. Members are encouraged to review that opinion in conjunction with this opinion.

Analysis

The resolution proposes five actions for modifying the Elder Services programs and supports that by presenting the reasons for those changes in the Whereas sections. The Whereas sections allege that the Oneida Nation Commission on Aging did not consider household combined income or whether a member of the household was capable of doing the work they were requesting from the Elder Services programs. The Whereas sections allege that there are members between the age of 55 and 70 that are poor and need assistance and there are elders age 70 and over who have “good incomes and/or land holdings and/or own more than one home” that do not need the Elder Services programs.

Based on the information provided in discussions with the Oneida Nation Commission on Aging, program staff, and federal law, it appears that the Commission has authority to identify an age category to be targeted. Further, based on the federal interagency report and the Tribe's Quality of Life Surveys, it appears that the target population may be accurately identified as those most in need of services.

A review of the federal law and regulations does identify some prohibited actions. The program supported by federal funding cannot provide services based on income (i.e. means testing), and the program cannot require the recipient to pay a fee or costs for the services provided. However, this would not apply to Tribal funds allocated for program services. To that extent, it may be possible to reallocate federal and tribal funds to allow income based means-tested services. If such testing were to occur, it should be noted that there are costs associated with testing, reporting, and implementing the test results. Those administrative costs are currently not accounted for in the Elder Services Program. The federal funds and tribal contributions are presented in the financial analysis. Further, whether federal or tribal funding, the determination of who is an elder to be served is the responsibility of the Tribe, in this case, the Oneida Nation Commission on Aging.

However, it is not clear how a program to determine whether someone living in the household has the skills to accomplish what has been requested in services. It is presumed that this would refer to services such as providing lunch, preparing meals, shopping, housework, minor and major home repairs, lawn care, snow shoveling or plowing, as examples. In light of that, it is not surprising that the Oneida Nation Commission on Aging or the Elder Services Program has no policy or statement regarding these abilities. It is not clear if such a "test" would violate federal law or regulation regarding services for which federal funding is provided.

Finally, the resolution suggests that elders age 55 to age 70 do not receive services from the Elder Services Program. However, the Benefits Specialist, Congregate Meals, Elder Abuse, and Native American Family Caregivers Program all provide services to this age group. Further, elders in this age group are eligible for general services provided by the Tribe.

The resolution asks for five actions from the General Tribal Council.

1. Conduct income means testing of all elders living on the Reservation and conduct an analysis of whether a person living in that household can do "the work."
2. All elders living on the Reservation shall have access to the emergency response system, the Benefits Specialist, the elder abuse services and "assessments."
3. Roof repair or replacement is available to elders who meet income guidelines and means testing.
4. Hire a "generalist employee" to fill in when regular staff member is out.
5. General Tribal Council to approve income guidelines developed by the Economic Support Program.

Resolve #1. Means Testing and Ability Testing

As identified above, it is not possible to conduct means testing for services that are federally funded. Further, it is also not possible to charge fees or use any income based guidelines for federally funded services. If implemented, this would require the Tribe to set up duplicate

programming - one federally funded and one Tribally funded. In the alternative, to shift federal funds to a limited number of services and identify the age group to receive services for each set of federal and Tribal funded services. Based on the information above, it is not likely that this would change the group eligible to receive services. The Oneida Nation Commission on Aging has identified a group of elders most in need which appears to be supported by outside studies and reports.

For example, the reports regarding the elder population clearly identify that elders age 70 and above have a household income based on federal programs such as Social Security, while younger elders still generate household income from employment and continue to contribute to retirement plans that create larger household incomes. Further, that elders age 70 and over have fewer retirement plan resources and little ability to create this external source of income.

It is not clear how the Elder services Program would "analyze ability to do work provided" by an elder service program. Looking only at functional abilities, as reported above, 68% of elders living at home have no functional limitations. This same report identifies that the major problems facing elders is the cost of housing and major repairs such as roof replacement/repair and plumbing. It is possible the Elder Services Program could test to see if a person in the household has these skills, however it is not clear at this time what type of testing would occur and the costs of that testing. Although, it may be the elder request is from the perspective of cost of repairs, not necessarily the ability to do the repairs. Further, functional limitations increase as the elder ages thus creating additional barriers to repair beyond cost.

If means testing and ability testing were allowed, it is not clear how you would conduct this testing on every elder living on the Reservation. The 2012 membership information from the Enrollment Department identifies 1969 members age 55 and older, 451 live on the Reservation and 647 live in Brown or Outagamie Counties. The Quality of Life Survey for 2014 was mailed to 2807 members living on the Reservation and received 361 responses. The survey was self-reporting and the answers were not independently verified. A survey in which the information is verified through tax returns and medical or other examinations for functional ability may not be possible and may not be financially feasible. Notwithstanding the above, an elder may be functionally able to turn a screwdriver or hammer a nail, yet not have the capability to change a faucet or replace a disposal. It may not be possible to conduct means testing and ability testing of "all" elders living on the Reservation.

It is also not clear if every elder on the Reservation participates in elder programming. As a result, the survey may capture information from some elders who have made a decision to not participate in elder programming. This may result in the information being skewed in regards to income/means testing or ability testing; especially where such elders may reside with a family member who is financially and physically able to do the home repairs.

Resolve #2. All Access to Specific Programs

Although it is not clear in this Resolve sections, the resolution appears to identify an elder as an individual age 55 or older. This means access to the listed programs (emergency response system, Benefits Specialist, elder abuse services and "assessments") would be to a significantly larger population. Again, many of whom may not need the services. However, it should be

pointed out that some of these services are already available to that population – Benefits Specialist and elder abuse services.

The emergency response system is intended to support elders who wish to live at home but who have some functional limitations. For example, difficulty getting up from a crouched position or dialing phones. In those circumstances, the emergency response system allows the individual to call for help (or in some circumstances for the system to automatically respond) and obtain emergency services or contacting non-emergency support services for assistance. Elders who live with others or who have no functional limitations could benefit from an emergency response system, however, given the limited resources, addressing only those with an identified need would appear to be an appropriate allocation of funding. As identified above, the Oneida Nation Commission on Aging has identified a group of elders, age 70 and above, who are likely to need such resources because of functional limitations.

This Resolve also identifies that “assessments” would be available to all elders. It is not clear what “assessments” is referring to. A review of the Elder Services Program booklet and website does not identify a program or service called “assessments.”

Resolve #3. Roof Repair or Replacement

The Major Home Repair program is fully Tribal funded. The program also covers more than roof repair or replacement. Either resolution is attempting to limit a specific group of repairs under this program, or limit the program to only roof repair or replacement. This should be clarified prior to adoption of the resolution.

Because the Major Home Repair program is Tribally funded, this would allow the program to be conducted on an income based requirement. The end result may still focus the services on elders age 70 and older, but would allow for younger elders to participate. It would be important to clearly define “elder” for this purpose. For example:

- The resolution suggests an elder is defined as age 55 and older;
- The Older American’s Act suggests age 60 and older is an elder;
- The Oneida Nation Commission on Aging talked about age 62 and older should be how elder is defined; and
- The Oneida Nation Commission on Aging has set the program guidelines at age 70 and older is an elder.

There remains a limitation on the amount of funding for this program. As a result, some priority may still be necessary. Further there may still be a strong element of first-come-first-served in program services. This would all be affected by how household is defined and what income levels are chosen to set eligibility requirements. This is addressed further below.

Resolve #4. Generalist Employee

The Elder Services Program has multiple employees who are engaged in administrative services, specialized benefits counseling, home repairs, lawn maintenance, and snow shoveling/plowing. At a meeting with the Oneida Nation Commission on Aging and program personnel, it was identified that there are current vacancies in both office staff and maintenance staff. It is not clear how a “generalist” employee can provide assistance when existing staff is out of the office, on

vacation, or out ill. Especially in light of the broad range of services that are being provided. For example, it is presumed this same “generalist” employee would be expected to cover the duties of the Benefits Specialist as well as cover the duties of a lawn maintenance/snow removal employee. These are two different skill sets.

It is not clear what this requirement is intended to address. Almost every employee has an office phone on which to leave a message, an e-mail to send a message to, or an office to send correspondence to. When the employee is off, or otherwise out of the office, procedures should be in place to cover the activities of that employee. This is a matter of reviewing the Standard Operating Procedures and scheduling processes for the department. However, it is not reasonable to presume that 24 hour availability, without any gaps, would be normal. At some point, when the Benefit Specialist is with a client, he or she would not be available to take a call. Would this require the “generalist” employee to step in, or would it be acceptable to simply leave a message?

Resolve #5. Income Guidelines

The Economic Support Program maintains income guidelines based off federal poverty level guidelines which are set based on the size of the family. These guidelines are then used for each service provided under the Economic Support Program ranging from 150% of poverty level to 200% of poverty level. These percentages of poverty level are based on funding guidelines.

Attempting to understand what income guidelines should be set for elderly services may not be easy to accomplish. Primarily because most elder programs are prohibited from using means testing or income guidelines in providing services. As a result, the Economic Support Program would not be able to rely on existing programs to provide guidance. In the alternative, the Economic Support Program could simply just identify an income level based on its own programs.

Further, these guidelines would need to take into account homeownership, rental, living with children or others, and the source of external income. For example, is Social Security, disability, retirement, or other resources such as per capita or foster care subsidies, counted as income?

Conclusion

The proposed resolution contains some directives that would be in violation of federal law by imposing income guidelines on federally funded programming. In addition, the current programming activities recognize the limitation in funding and attempts to fund those determined to be most in need.

If adopted, the proposed resolution would require reallocation of funding program services in order to avoid federal funding prohibitions and identification of costs to conduct income based means testing and ability testing. Members are encouraged to review the financial analysis regarding this issue. This opinion does not address the cost of services currently provided and the cost of services that would be required to be provided should this resolution be adopted. It is possible that there is insufficient funding available for the directives in the resolution.

As proposed, the resolution contains errors in the Whereas sections, specifically Whereas #2 and #5. In discussions with the Oneida Nation Commission on Aging it was clear they were aware of the decisions they were making and the effect of those decisions.

Finally, unless clarification is provided in the resolution, the resolution proposes actions which violate federal law and cannot be considered by the General Tribal Council. It is possible to modify programming to accommodate the resolution, however such action would require additional time to implement and verify that this would comply with the federal funding requirements. Amendments proposed during the General Tribal Council meeting or by other methods after finalization of this opinion must be addressed separately.

If you have further questions, please contact me.

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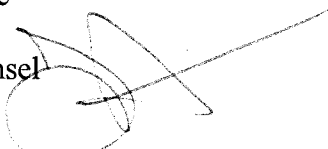
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MEMORANDUM

TO: Oneida Business Committee

FROM: Jo Anne House, Chief Counsel 

DATE: August 3, 2015

SUBJECT: Genskow – Petition – Recording Subcommittees

You have requested a legal review regarding a petition submitted by Madelyn Genskow. The petition contains six resolutions. The legal opinion will review only the resolution identified above. The Enrollment Department has verified a sufficient number of signatures on the petition.

The resolution contains three Whereas sections.

- "...the Business Committee in 2014/2015 has started allowing meetings where just the Officers-Chair, Vice-Chair, Treasurer and Secretary meet to discuss topics[.]”
- "...these meetings have not been recorded which has caused confusion[.]”
- "...in 2008, two Officers signed a contract for \$575,000 without the consent of the full Business Committee and when it was discovered the Full Business Committee decided to cancel the Contract[.]”

Whereas sections are intended to provide legislative history and background regarding why the resolution is brought forward. Whereas sections are not enforceable.

The resolution contains one Resolve sections.

- "...any sub Committee of the Business Committee must be voice recorded and the recordings kept in records management.”

To draft this opinion, I have reviewed prior actions of the General Tribal Council, Tribal law, policies and procedures, and various other resources. This opinion is broken into sections to address the following issues raised in the resolution – subcommittees and the 2008 contract.

“Subcommittees”

The resolution alleges that the Oneida Business Committee has authorized the officers to be a “subcommittee” and that because those meetings are not recorded this has resulted in confusion. These Whereas sections are inaccurate in regards to the “Officer meetings” being a subcommittee, the subjects presented in those meetings, and that they should be tape recorded. This section of the opinion will review the Open Records and Open Meetings Law, identify subcommittees of the Oneida Business Committee, and clarify the establishment and intent of the Officer’s meetings.

Open Records and Open Meetings Law

The Open Records and Open Meetings Law was established to, "...advance the principle of open government by providing access to information regarding the affairs of government and the official acts and policies of those who represent them as public officials and public employees[.]" *Section 7.1-1*. The law is written to be, "...construed with a presumption of public access for Oneida Tribal members and Tribal employees, consistent with the conduct of governmental business." *Section 7.1-2*. However, the law also recognizes that there are circumstances, "...where the public's right to a document is outweighed by the public interest in keeping such documents confidential." *Section 7.4-1*. The law identifies 12 specific types of records that are excluded from public access in section 7.4-1. In addition to the specific records, the law also recognizes that other laws may restrict access to records; such as the Audit Law and the Personnel Policies and Procedures, for example. Finally, the law does not require that entities provide for recording meetings.

Access to meetings and participation in the government activities is addressed in Sub-Chapter II of the law. The purpose of the law regarding meetings is identified as, "...the policy of this Tribe is that the public is entitled to the fullest and most complete information regarding the affairs of government as is compatible with the conduct of governmental business." *Section 7.12-1*. To implement this purpose, the law directs that, "...all meetings of the Tribe shall be publicly held in places reasonably accessible to members of the Tribe and shall be open to members at all times unless otherwise expressly provided by law." *Section 7.12-2*. This exception to open meetings is identified in section 7.17-1 as follows – "Closed meetings sessions, or executive sessions, are permissible, if they relate to personnel matters or contract discussion or other exceptions enumerated in section 7.4-1[.]"

Subchapter II, the meetings portion of the Open Records and Open Meetings law, applies to "governmental bodies." This term is defined as any board, committee or commission of the Tribe, excluding the Child Protective Board, the Trust Committee, the Judiciary in limited circumstances, and the Gaming Commission. The law does not apply to subcommittees of boards, committees or commissions.

A subcommittee is not defined in any existing law of the Tribe. Robert's Rules of Order, section 50, identifies a subcommittee as consisting of members of the larger committee. Since the Oneida Business Committee is subject to the Open Records and Open Meetings law, it could be interpreted that subcommittees of the Oneida Business Committee would be under the same constraints. This opinion adopts this position in the analysis presented.

The Open Records and Open Meetings law does not require boards, committees or commissions to record the meetings. This is also not required by the Comprehensive Policy Governing Boards, Committees and Commissions. Recording meetings, when it occurs, is done to assist in developing the minutes for the meeting. The minutes then become the official record of any action taken. The recording serves no purpose after the minutes are adopted.

Subcommittees

The Oneida Business Committee recognizes “standing committees” and lists them on the Tribe’s website – Audit Committee, Community Development Planning Committee, Finance Committee and Legislative Operating Committee. Each of these entities was created in a unique manner.

Of these standing committees, only the Finance Committee has no delegated authority to authorize action. The Finance Committee reviews requests and makes recommendations in the form of motions. Those motions carry no authority until such time as the Oneida Business Committee has received and “approved” the minutes. That approval of the Finance Committee minutes is the only circumstance in which approval of the document results in approval of all the actions contained in the document. All other standing committees submit minutes for acceptance and information. They are delegated authority to take action within the scope of that delegated authority.

Audit Committee. The Audit Committee was created through by-laws adopted by the Oneida Business Committee and charged with managing the internal and external auditing functions of the Tribe. In 1998 the Oneida Business Committee adopted the Audit Law to formalize these functions and delegated authorities. The Audit Committee is made up of members of the Oneida Business Committee and an appointed Tribal member. This entity provides direction to the Internal Audit Department by authorizing internal audits, approving internal audit reports, and approving the external audit contracts.

Audit Committee meetings are confidential closed meetings as designated in the Audit Law. These meetings generally involve review of internal audit reports, findings, requests for audits, and discussions with Tribal personnel regarding audited departments. There are minutes taken and approved for each meeting. The minutes are forwarded to the Oneida Business Committee which are received and accepted in executive session.

Community Development Planning Committee. The Community Development Planning Committee was created by the Oneida Business Committee on February 25, 2009, is made up of appointed Oneida Business Committee members. This standing committee was intended to be a round-table for the broadest input on community development and community projects. This is one of four standing committees presented to the Oneida Business Committee. The other two were the Quality of Life, Resources, and Finance and Business. The Quality of Life standing committee has only recently become active and scheduling meetings.

Community Development Planning Committee meetings are recorded, except for executive session. There are minutes taken for each meeting which are submitted to the Oneida Business Committee in open session. The minutes are accepted for the record.

Finance Committee. It is not clear when the Finance Committee was created. The Finance Committee is made up of members of the Oneida Business Committee, the Tribal Treasurer, Chief Financial Officer/designate, and one Tribal member who is also an elder. The committee receives information regarding certain types of financial activities and the Community Fund. After review and discussion, the committee makes a motion to approve or deny the request. The minutes are then forwarded to the Oneida Business Committee for approval. No action of the

Finance Committee to approve or deny a request is valid until acted upon by the Oneida Business Committee.

Finance Committee meetings are recorded, except for executive session. There are minutes taken for each meeting which are submitted to the Oneida Business Committee in open session. As identified above, the minutes are approved to authorize the actions in the minutes to be carried out.

Legislative Operating Committee. The Legislative Operating Committee was created in 1991 with the adoption of the Administrative Procedures Act. It is made up of the Council Members of the Oneida Business Committee and is delegated responsibility regarding drafting, amending, and maintaining the laws of the Tribe. The Legislative Operating Committee was 'reauthorized' under the Legislative Procedures Act.

Legislative Operating Committee meetings are recorded, except for executive session. There are minutes taken for each meeting which are submitted to the Oneida Business Committee in open session. The minutes are accepted for the record.

There are no other listed standing committees or subcommittees of the Oneida Business Committee. Members of the Oneida Business Committee do participate as liaisons, representatives or delegates in various external entities of the Tribe. These are not considered subcommittees or standing committees. Further, members of the Oneida Business Committee are appointed to task forces or groups to work on a specific subject matter, a historical example would be land claims. These are also not considered subcommittees of the Oneida Business Committee.

"Officer's Meetings"

In July 2000, the General Tribal Council adopted a resolution which directed re-organization of the Tribal government. Because the resolution had not been properly noticed to the membership for the General Tribal Council meeting, the Chair had ruled that resolution out of order. The Oneida Business Committee adopted resolution # BC-8-02-00-B, *Interpretation of July 22, 2000 Special General Tribal Council Action Regarding Re-Structure 'Plan B'*. This resolution re-affirmed the Chair's ruling at that meeting and the Oneida Business Committee had determined that it was not able to carry out an action in violation of tribal laws and rules.

This remained in place until resolution # BC-9-28-11-D was adopted which rescinded the Oneida Business Committee resolution # BC-8-02-00-B. The result was that the Oneida Business Committee was now required to implement Plan B adopted in July 2000. However, at the same time, the Oneida Business Committee also recognized that it was not possible to simply implement an action that was over ten years old and did not recognize the changes that had taken place since that time. The Oneida Business Committee reported out to the General Tribal Council on at least two occasions its actions in regards to implementing a re-organization plan.

The Oneida Business Committee did take some immediate action by adoption of resolution # BC-9-28-11-E. This resolution removed the position of General Manager and some related positions from the organizational structure. In addition, they took action to remove the position

of Chief of Staff and related positions from the organizational structure. These actions required other steps to be taken to implement supervision of the direct reports which had expanded to include all Division Directors.¹ This responsibility was delegated to the Chairman, or in his absence, the Vice-Chairman.

The 2014 elected Oneida Business Committee made two determinations. First, that re-organization was going to become a priority. Second, that supervision of the large number of direct reports was unwieldy for a single officer. As a result, the Oneida Business Committee adopted resolution # BC-10-22-14-A, *Setting Supervision and Management of Direct Reports to the Oneida Business Committee*.² This resolution delegates to the officers of the Oneida Business Committee joint responsibility to supervise direct reports by majority vote, preferably by consensus. The meetings regarding this joint responsibility have been informally titled “Officers Meetings.” To provide direction regarding this supervision, the Oneida Business Committee adopted two Standard Operating Procedures on January 14, 2015 – *Complaint Process for Direct Reports to the Business Committee* and *Disciplinary Process for Direct Reports to the Oneida Business Committee*.

The Vice-Chairwoman’s assistant is designated as providing administrative management of the Officers Meetings. This involves receiving complaints, requests, reports and other issues to be placed on the schedule for the Officers Meetings. This schedule is maintained on-line showing each topic presented, the action taken, which officer is responsible for follow-up, and the recommended action. A report is then generated which the Vice-Chairwoman submits to the Oneida Business Committee agenda in executive session as needed.

Officers meetings are not recorded. They are scheduled for the purpose of managing employment related activities. As a result, if the officer’s meetings were a committee meeting, they would be exempt under the Open Records and Open Meetings law. However, these are not committee, standing committee or subcommittee meetings. Notwithstanding the above, there is a record of the materials and actions maintained by the Vice-Chairwoman’s assistant regarding officers meetings.

2008 Contract

The resolution alleges that “two officers of the Oneida Business Committee signed a contract for \$575,000 without the consent of the full Business Committee and when it was discovered the Full Business Committee decided to cancel the contract.” A review of contracts in 2008 identified only one contract close to that amount. The contract was with Strateglobe, LLC, contract # 2008-0662. Research identifies that the Whereas above is incorrect, the information is set forth below.

In 2007 the Human Resources Department contracted with Valliant, Inc. to conduct a wage study and organizational job description analysis in order to bring the Tribe’s grade/step wage chart up

¹ There were other positions which became direct reports as a result of this action. For simplicity, this opinion will refer to the Division Directors as inclusive of all other direct reports.

² This resolution was amended by resolution # BC-11-26-14-C to include direct reports that had been left off the original resolution.

to market standards. On December 5, 2007, as a result of the Valliant, Inc. compensation study, the following motions were made.

“Motion by Patty Hoeft to approve the Compensation Philosophy statement, “the Oneida Tribe is committed to providing a fair and equitable compensation package enabling the Tribe to build a world class organization embracing our core values in support of our vision and mission,” seconded by Trish King.”

“Motion by Trish King to approve the Four Wage Scales: Non-Exempt, Exempt, Teachers, Professionals as presented, seconded by Paul Ninham.”

“Motion by Paul Ninham to direct the JET team to bring back an implementation plan within thirty days inclusive of: a communication plan that celebrates a compensation philosophy and a plan that’s based on market; final report on minimums; 3% wage adjustment recommendations; accrual of vacation and personal time; and labor code, seconded by Melinda J. Danforth.”

On February 5, 2008, the Oneida Business Committee received the implementation plan and made the following motion.

“Motion by Patty Hoeft to accept the Implementation Plan of Initial Phase, Next Phase, Mid Term Phase, Long Term Phase and Communication Plan, seconded by Trish King.”

As a result of the approval of the compensation plan, the Human Resources Director began attempting to identify a vendor which could fully implement the compensation plan which required a strong performance measurement and review element. The Human Resources Department director reviewed the vendor list of the Tribe as well as the Indian Preference vendor list and determined that there was only one vendor on the list which could implement the project. Strateglobe, LLC is a licensed vendor with the Tribe and recognized as an Indian preference vendor. In addition, Strateglobe is a federal Section 8(a) minority business. The company had been previously utilized to provide an analysis of the Tribe’s Print Shop.

The Strateglobe, LLC contract was presented by the Human Resources Department for legal review on April 15, 2008. All contracts entered into by the Tribe are forwarded for a legal review by the Law Office and the sent to Purchasing Department for a review of the deliverables and contracting process. The legal review looks for consistency in the terminology, conflict with Tribal laws, and waivers of sovereign immunity. In addition, in 2008, if a contract is entered into with a beginning date before the legal and Purchasing Department review, it was forwarded to the Tribal Secretary’s Office. The Tribal Secretary would place the monthly report in the Oneida Business Committee agenda and the direct reports (General Manager, Gaming General Manager, Chief of Staff, Chief Financial Officer, and Chief Counsel) would be directed to report on why the contract was presented in violation of the policies and procedures and how this would be avoided in future contracts.³

The legal review identified that the Strateglobe, LLC contract was in appropriate legal form. The 16 month contract was set up in two phases. The purpose of the contract was to identify, tailor to

³ This report is now presented from the Law Office to the direct reports. If trends are identified, the assigned attorney is expected to follow-up with the Tribal employee and direct report to correct the problem.

the Tribe's needs, and implement an electronic performance management system. Phase 1 would review the organization, identify market based best practices, establish base level requirements for the performance management system and identify at least two different electronic systems that would meet the Tribe's needs. Phase 2 would involve training the organization on the new performance management system, monitoring the implementation and review the results of the initial implementation with the Human Resources Department.

The contract was forwarded for review by the Purchasing Department and ultimately was approved to be entered into. The contract was signed by the Human Resources Director and the vendor on April 16, 2008. The Human Resources Director sent the contract to the Purchasing Department to develop the Purchase Order. The request included the following documents.

- Purchase Order which identified the contract, the payment schedule and contained the authorizing signatures.
- The signed contract.
- The Oneida Business Committee minutes from February 2008 approving implementation of the project.
- The Human Resources Director memo explaining how the vendor was identified and the sole source justification.

This contract, a memo explaining the process by which the sole source and budgeted contract was identified, and the Oneida Business Committee meeting motions of February 5, 2008 approving the project was forwarded with a Purchase Order for setting up the vendor payment in the Tribe's accounting system.

Under the Independent Contractor Policy in place in 2008, sign-off authority to obligate funds were set in different increments. A budgeted sole source contract required approval by the Area Manager, General Manager, Tribal Treasurer and the Finance and Appropriations Committee. Although, the Purchase Order Form identified a different set of approvals – Area Manager, General Manager, and Treasurer. There is no clear indication of why additional signatures were required on the Purchase Order Form.⁴ Based on the Independent Contractor Policy, these signatures were not approval of the contract, but were intended to verify that the action followed the proper processes for identifying a vendor, obtaining appropriate reviews, and budgeting. The Purchase Order Form contained signatures from the Human Resources Area Manager, the General Manager, the Treasurer and the Vice-Chairwoman.⁵

Because the start date of the contract was on April 14, 2008, we referred the contract to the Tribal Secretary's Office. This referral was placed on the May 14, 2008, Oneida Business Committee meeting agenda as a part of the Chief Counsel report. The following motion was made.

“Motion by Patty Hoeft to direct the General Manager to bring back an explanation of the Strateglobe contract of \$575,000.00 to the May 28th Business Committee meeting and the explanation should include reasons for using Sole Source, seconded by Ed Delgado.”

⁴ Different Treasurers have interpreted this responsibility based on their understanding of the applicable laws, policies, adopted job descriptions and constitutional responsibilities.

⁵ A review of the Finance Committee minutes submitted to the Oneida Business Committee for the period of January 2008 to April 2006 identified no references to this contract.

A review of the May 28, 2008, Oneida Business Committee packet does not identify any materials regarding report on Strateglobe. LLC. However, the minutes contain the following motion.

“Motion by Patty Hoeft to direct the Treasurer to provide a report on a monthly basis to the Business Committee listing all contracts and purchases that are \$250,000 or more starting June 25, seconded by Vince DelaRosa.”⁶

On June 11, 2008, the Oneida Business Committee, in open session, discussed a request from Ed Delgado, Council Member, to review the Strateglobe, LLC contract. The following motion was made.

“Motion by Kathy Hughes to approve the request that the Oneida Business Committee have access to the Strateglobe LLC contract for information, seconded by Vince DelaRosa.”

At that same meeting, in Executive session, the materials identify that the General Manager had provided notice that the Strateglobe LLC contract had been terminated effective June 13, 2008. The following motion was made.

“Motion by Kathy Hughes to accept the Strateglobe contract update as FYI with the contract terminated as of June 13, 2008, seconded by Paul Ninham.”

The General Manager and Human Resources Manager utilized alternative resources to identify, approve and implement a performance management system and the remainder of the compensation system. Most of these activities occurred using in-house personnel.

Analysis

The proposed resolution contains three Whereas sections which identify reasons for implementing the single Resolve section. This Resolve requires that all subcommittees of the Oneida Business Committee record meetings and maintain that recording in Records Management.⁷

As identified above, the Whereas sections are inaccurate. The officers meetings are not a subcommittee of the Oneida Business Committee. The officers meet as a supervisor to direct report to address personnel related issues. The actions in these meetings are maintained in documented form and can be reviewed by the officers. As needed, reports and requests are submitted to the Oneida Business Committee in executive session. For this particular set of actions, regardless of where the minutes or reports are stored, the actions remain confidential in accordance with the Open Records and Open Meetings law and the Oneida Personnel Policies and Procedures.

The officers are governed in their supervisory capacity by resolution # BC-10-22-14-A, as amended by resolution # BC-11-26-14-C, and two adopted Standard Operating Procedures

⁶ At the June 25, 2008, meeting the report on this item by the Treasurer requested the implementation date be pushed back a month.

⁷ Records Management is responsible for managing long-term record storage on behalf of the Tribe. However, the records remain the responsibility of the “custodian” of the records as identified in the Open Records and Open Meetings law. It is presumed that a Standard Operating Procedure or other delegation of authority is in place regarding Oneida Business Committee meeting records which remain the responsibility of the Tribal Secretary.

governing complaints and grievances. If further direction is needed to avoid confusion, it would be more appropriate to develop clarifying standard operating procedures which would guide processes rather than recording meetings. Recording meetings simply provides a record of past discussion and does not provide direction on how to proceed in the future.

The last Whereas identifies a 2008 contract regarding a contract presumably arguing that if a subcommittee meeting had been recorded that the contract would not have been entered into by the officers. However, this Whereas is also incorrect. The contract was actually entered into by the Human Resources Manager to implement a project approved by the Oneida Business Committee at a meeting of the Oneida Business Committee. The signatures of the officers were, under the Independent Contractor Policy in place at that time, for the purposes of verifying the appropriate procedures were taken to identify the vendor and the funds to pay the vendor were budgeted. Further, the Oneida Business Committee did not terminate the contract. As the record identifies, the contract was terminated by the Human Resources Manager and reported on to the Oneida Business Committee by the General Manager. Notwithstanding the errors in the third Whereas, the actions regarding the contract which occurred in a meeting of the Oneida Business Committee were recorded in the minutes, however the discussion was not recorded since that occurred in executive session.

The Resolve directs that any meeting of a subcommittee “of the Oneida Business Committee” must be recorded. This should be subject to an exception for executive session discussions. The purpose of executive session is limited to specific authorized topics under the Open Records and Open Meetings law. The purpose of not recording executive session is to allow a candid and open discussion regarding matters generally related to personnel, litigation and contracts. If such conversation were recorded, the parties may be reluctant to have a full discussion of the topic. However, the action to be taken as a result of the discussion is recorded in the minutes, and the documents presented regarding the subject are maintained in a confidential manner.

Further, the Resolve may be unnecessarily limiting. It refers only to the Oneida Business Committee. However, it may be that there are boards, committees, and commissions that create subcommittees for specific subjects. For example, the Election Board has created subcommittees to review and update Standard Operating Procedures. If subcommittees are directed to be recorded, it may be appropriate to remove the specific reference to the Oneida Business Committee.

Finally, the Resolve may also be unnecessarily narrow. As drafted this only applies to subcommittees. However, as identified above, there is no requirement that any board, committee, commission, the Oneida Business Committee or even the General Tribal Council record (whether audio or video) meetings. It may be that the proposed resolution presumes in error that this directive exists in some form.

Conclusion

If considered for adoption by the General Tribal Council, the Whereas sections in the proposed resolution should be deleted as they contain erroneous information. Further, if considered for adoption, the General Tribal Council may want to consider deleting reference to the “Oneida Business Committee” in the Resolve. However, the resolution does not adequately address how

confidential matters and other restricted topics (such as personnel matters) will be exempt from the resolution. It is presumed that this resolution recognizes existing law, policy and actions protecting confidentiality. With this presumption in place and the corrections identified above made, the resolution would take a simple majority vote to adopt.

It is recommended that if the General Tribal Council wishes to make such a directive, that it considers the following motion.

Motion to direct the Oneida Business Committee to amend the Open Records and Open Meetings Law and the Comprehensive Policy Governing Boards, Committees and Commissions to require that meetings of boards, committees, commissions, standing committees, subcommittees, and task forces be recorded recognizing the exceptions in section 7.4-1 of the Open Records and Open Meetings Law.

This motion would allow the Oneida Business Committee to draft the appropriate language to incorporate into these laws and policies, make amendments to by-laws of existing boards, committees and commissions, and make directives to task forces to record meetings. This motion would require a simple majority vote to adopt.

If you have further questions, please contact me.

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MEMORANDUM

TO: Oneida Business Committee

FROM: Jo Anne House, Chief Counsel

DATE: August 19, 2015

SUBJECT: Genskow – Petition – Unclaimed Per Capita Fund Allocation

You have requested a legal review regarding a petition submitted by Madelyn Genskow. The petition contains six resolutions. The legal opinion will review only the resolution identified above. The Enrollment Department has verified a sufficient number of signatures on the petition.

The resolution contains a single Whereas section.

- “...sufficient numbers of home site for Oneida Tribal member which are located on water and sewer lines have not be provided by the Tribe.”

Whereas sections are intended to provide legislative history and background regarding why the resolution is brought forward. Whereas sections are not enforceable.

The resolution contains one Resolve section.

- “...unclaimed per capita funds from per capita payments shall go into a fund to provide more water and sewer home sites for Oneida Tribal members who do not qualify for HUD. Tribal members who can get their own funding can build their own homes.”

To draft this opinion, I have reviewed prior actions of the General Tribal Council, Tribal law, policies and procedures, and various other resources. This opinion is broken into sections to address the following issues raised in the resolution – Per Capita Ordinance, current use of unclaimed funds, directions regarding housing and the Reservation, water and sewer infrastructure.

Per Capita Ordinance

The Per Capita law was adopted in July, 2000, to set forth procedures regarding per capita payments. The law identified that, “it is the policy of the Oneida Tribe of Indians of Wisconsin to have a consistent methodology for issuance of per capita payments[.]” *Section 9.1-2*. The law sets out deadlines for new enrollment applications to be filed and acted upon in order to be eligible to receive a per capita, when payment forms are mailed and deadlines for the forms to be returned, when missed per capita payments can be claimed and when the missed payment will be made, and what happens to unclaimed per capita payments. In addition, the law sets forth responsibilities by different parties to manage aspects of the per capita payment.

The Tribe budgets for every potential per capita payment in a fiscal year. This includes payments that may be made to new members as well as payments that would have been made to deceased members. The law sets forth deadlines for claiming payments in order to identify a time period for liability for making the per capita payment. This one year statute of limitations – unclaimed payments, missing payments, minors' trust fund, and deceased members – allows the Tribe to identify when the funds should no longer be held aside for potential payment. Once a per capita payment reaches the statute of limitations period it becomes eligible for re-allocation in accordance with the Per Capita law.

The current allocation of unclaimed per capita was made in 2004 by the Oneida Business Committee adoption of resolution # BC-01-28-04-A in accordance with the Per Capita law, section 9.5-6. This Special Business Committee meeting took up the General Tribal Council agenda from a meeting which did not have a quorum. After 2008, this is no longer an action the Oneida Business Committee undertakes because General Tribal Council meetings regularly meet and exceed the quorum requirements.

The 2004 resolution identified that approximately \$1.7 million had been collected in the unclaimed per capita pooled account. The resolution directed that the interest from the account would be used for the Oneida Language Revitalization Program each year. The principle of the fund would be untouched and future unclaimed per capita payments would be added to the principle. No changes to this directive have been located in the records.

From Fiscal Year 2012 to Fiscal Year 2015, the following amounts have been allocated from the unclaimed per capita fund to be used by the Language Revitalization Program.

FY2012	\$41,442.80
FY2013	\$35,001.33
FY2014	\$57,580.82
FY2015	\$52,197.20

The allocation is placed in a fund which carries over from year to year if all funds are not expended. Overall, the programming fund is carrying a balance of a little over \$20,000.

The Trust and Enrollment Committee has identified an investment strategy, the *Investment Policy Statement for the Oneida Trust Funds*, which outlines how trust funds are managed. The investment philosophy is stated as follows.

“The Oneida Trust Committee emphasizes maximum investment productivity. This is the highest overall rate of return that can be achieved without excessive risk which is consistent with the Tribe’s financial, social, political and environmental concerns.”

The Trust Department assists the Trust and Enrollment Committee to identify acceptable risk and updating that determination on a periodic basis. This risk assessment is used to identify types of investments that should be made with each type of fund. It is necessary to do this with each fund and with groups within each fund. For example, the Trust and Enrollment Committee addresses Minor’s Per Capita Trust Accounts by reviewing how long funds will be invested to determine the appropriate type of investment – long term, mid-term and short term investment vehicles. On the other hand, the Language Revitalization Fund, or the unclaimed per capita fund, is a long term investment fund. The fund is managed on a conservative risk investment portfolio.

In 2004, the fund began with an approximate \$1.7 million investment. The current balance is approximately \$2.8 million in the funds. This is the result of three types of growth. The first set of contributions is from unclaimed per capita payments from annual per capita payments. Second, 25% of the interest income is re-invested back into the fund. Finally, the fund itself earns income from the investment strategy being implemented. If the investment strategy continues to have consistent returns, the fund is expected to double from reinvesting 25% of the interest income alone by 2030. This does not include the additional interest that would be earned from ongoing unclaimed per capita payment contributions.

Current Use of Unclaimed Funds

As identified above, unclaimed per capita funds are dedicated to a trust account. The interest income from that fund has been allocated to language revitalization activities. In Fiscal Year 2015, the Cultural Heritage Program has allocated the funds in the following manner.

- Contract for an android application has been issued. A second application is being considered for development.
- Special events have been scheduled to bring Oneidas together to discuss the language, history and culture of the Tribe. Examples include the On^yote aka Gathering and Decolonization. These types of special events average \$24,000.
- Travel for ceremonial purposes. Community members and staff travel to the Oneida community in Canada to attend ceremonies conducted in the language. Staff and community members are required to submit a report in order to reimburse the travel costs for staff and for fuel costs for community members. These types of events average \$10,000.
- Supplies and materials written in the Oneida language average \$2000.
- Teacher training averages \$2000.
- Tsi Niyukwalihot[^] 2 year immersion is budgeted approximately \$7000.

The Cultural Heritage Program budgets activities each year. These activities are reported on to the Governmental Services Division and to the Oneida Business Committee on a quarterly basis.

Directions Regarding Housing and the Reservation

The Tribal organization plans different activities based on feedback from the community. This feedback comes from different sources.

- Community meetings held to get input on specific actions or activities.
- Quality of Life Surveys
- Oneida Business Committee meetings where subjects are presented and discussed.
- General Tribal Council meetings where subjects are presented and discussed.

In addition to this community specific opinion gathering opportunities, the Tribal organization relies on the technical knowledge and subject matter specific knowledge for making determinations regarding community planning. For example –

- Low income housing is guided by federal regulations on placement, quality, quantity, and accessibility through the Oneida Housing Authority.

- Roads maintenance and development are managed through the Development Division and the Indian Roads program.
- Sewer programs are managed –
 - Individual residential basis through Indian Health Services programs
 - New neighborhood basis through the Development Division and Housing Authority
 - Existing neighborhood through the Utility Department or external infrastructure owners.

Development options and projects are guided by the Comprehensive Plan. This plan identifies the following general opinions expressed by members.

- “Build duplexes, minimizing land base consumption”
- “More elder housing – not just apartments”
- “Increased home ownership”
- “Houses built in appropriate areas with minimal environmental impact and high aesthetic value”
- “Rural characteristic as the standard”

Comprehensive Plan, 2014 Presentation. The Comprehensive Plan looks at all aspects of community development – examples of subjects include housing, natural space, recreation, environmental and healthy living. The plan is presented at community meetings and through various other methods to obtain comments and information regarding community opinions. It is recommended that the amended Comprehensive Plan be reviewed to get a clearer understanding of member’s opinions regarding community development.

Land Use Plan

On June 16, 2014, the General Tribal Council adopted the following motions.

“Motion to direct the Oneida Business Committee to develop and lead a land use plan reflective of the GTC’s wishes for more residential opportunity in rural, urban (suburban), and apartment living. The Oneida Business Committee shall bring back this plan to GTC no later than October 31, 2014.”

“Motion...to direct the Business Committee to hold community meetings to get input regarding the land use plan.”

At the July 7, 2014, Semi-Annual General Tribal Council meeting the members received an update regarding revisions to the Tribe’s Comprehensive Plan. This plan covers how development within the Reservation will be conducted. The update report was accepted at that meeting.

At a Special General Tribal Council meeting on November 15, 2014, the land use plan was again discussed. The following motion was adopted.

“Motion to develop a system through the Division of Land Management that provides opportunities for two (2) acre or less parcels for residential use on the Reservation and bring that system back for GTC approval at the 2015 July Semi-Annual meeting.

At the Annual Meeting held on February 9, 2015, a report on the Comprehensive Plan was again presented. The members accepted the report.

The July 2015, Semi-Annual meeting agenda was not completed. The remainder of the agenda was scheduled for September 12, 2015. As of the drafting of this opinion, that meeting had not yet been held. However, the agenda for that meeting will conclude the items not completed at the Semi-Annual meeting. This includes the land use plan brought back as directed by the General Tribal Council.

The proposed plan utilized planning principles described above to balance the directive to have more available housing versus the desire expressed to maintain the rural character of the Reservation. The proposed plan identified that this was possible by utilizing three different programs or concepts.

The first option is in-filling in existing neighborhoods to piggyback on existing water and sewer infrastructure. This would allow the infrastructure costs to be reduced in building out those neighborhoods. In addition, this would be consistent with existing plans.

The second option is a new program that would allow members to lead on the home purchase process and the Tribe would be involved in the home purchase cost by purchasing the land thus lowering the overall cost of the home purchase and allow the member to either increase their buying power or lower their mortgage payments. In addition, a long term savings to the home buyer results as the property tax costs would also be pro rata charged between the home buyer (home and other improvements on the land) and the Tribe (value of the land). This new program is being finalized to ensure the purchasing process moves forward without delay by the home buyer once the program is implemented. This requires pre-establishing procedures and acceptance by banks and title companies, to name a few areas.

The third option is to assist elders and veterans by developing a program involving an elder or veteran having an opportunity to sell land, not the house, to the Tribe and the elder or veteran maintaining the home. The sale value would then be used as desired by the elder or veteran.

These three options would be in addition to the existing DREAM home program and the home building opportunities (HBO) already available as an ongoing program.

Quality of Life Surveys

In addition to the above, the Quality of Life Survey is conducted to obtain opinions and insight from members living on the Reservation. Every member is given an opportunity to participate, and the surveys have had a statistically acceptable response rate for each survey series. The surveys have been conducted on 2000 and every two years thereafter beginning in 2008. The latest survey was conducted in 2014. The Quality of Life Survey is available via the Tribe's website. Relevant portions are set forth below.

General Reservation Questions

- The Reservation overall as a place to live is positively rated by 81% of the respondents. This is down from 85% positive rating in 2008. Neighborhoods as a place to live are similarly rated by respondents as 80% positive in 2014 and 83% positive in 2008.
- The Reservation as a place to raise a family has a 74% positive rating, down from 81% in 2000. However, as a place to retire has improved in positive rating of 78% in 2014 from 76% in 2008.

Housing Specific Questions

- Respondents in 2000 were 81% positive regarding the condition of their housing unit, and in 2014 that positive rating fell to 71%. It is presumed that this is home owners regarding the condition of their own housing based on responses to other questions in the survey.
- 63% of the respondents in 2000 owned their own home, and 68% of the respondents in 2014 owned their own home.
- 56% of respondents living on the Reservation were in homes on Tribal land in 2000, which increased to 58% in 2014.
- The average household size is three people, and two out of three of those individuals were members.
- Respondents were 65% positive regarding the variety of housing options on the Reservation in 2010, which is down to 52% positive rating in 2014.

The Division of Land Management and Development Division have begun the process of finalizing a Neighborhood Development Plan. This is a long term plan providing direction regarding how neighborhoods within the Reservation are expected to be built out. This new development will include various types of housing locations from urban to rural, and a broad array of housing types from multi-family (apartments, duplex, mixed-use), single family and creative housing options such as extended family and small housing options.

The following table identifies proposed future development sites. The table includes estimates for infrastructure costs where a rough estimate can be made.

Neighborhood/Acres	Infrastructure/Cost	Current	In Progress	Future
Green Valley Housing Area, 151 acres	Water/Sewer	43	24	51
Former Lancelle Farm, 6.25 acres	\$185,000	0	0	6-8
Green Earth Outlot, 4.5 acres	\$50,000	0	0	5
Former Blasczyk, 2 acres	\$320,000	0	0	12
Former Kurowski/Guntlisbergen Farms, 47.4 acres	\$3.4 million	0	0	76

There are also additional sites proposed for consideration which have not yet had sufficient analysis to estimate costs and lots. These include Former Maple Leaf property, County Highway FF, 200 Block of State Highway 54, Ranch Road Site, and 2898 West Mason Street.

This new development is in addition to the 1093 housing units managed by various programs of the Tribe. In addition, this is included in the approximately 9000 housing units on the Reservation.

Water/Sewer Infrastructure

Infrastructure

Housing sites, whether in rural areas or in neighborhoods have several levels of infrastructure which are private managed or publicly managed. This infrastructure includes water service, sewer service, electrical service, natural gas service, roads, stormwater management, sidewalks, and parks. This section will attempt to identify both costs and potential resources for funding.

The development of a neighborhood provides the greatest opportunity to create a living community through various funding resources. For example, a the Department of Housing and Urban Development low income housing programs have identified a positive benefit to low income housing tenants being integrated into the community. Infrastructure in a mixed housing neighborhood that utilizes various federal and tribal funding sources can develop more housing sites than single unit development. However, each location has different geographic aspects that may result in higher or lower costs.

The Development Division has identified examples of infrastructure costs from two recent projects.

- The Green Valley Housing infrastructure of approximately 3000 feet of roadway to provide access to 20 new lots was approximately \$930,000 in construction costs and \$99,000 in design costs.
- The Elder Village infrastructure included 2000 feet of road way to provide access to 30 new lots. This cost approximately \$490,000 in construction costs, \$53,000 in costs associated with utilities placement, and \$100,000 in design fees.

These costs do not include the costs of connection to the individual house of utilities such as electricity and natural gas, water, and sewer.

Individual housing lots have different infrastructure costs depending on whether those are connecting to an existing public utility such as water and sewer systems or putting in place a private well and septic system. The Tribe's Well Abandonment Ordinance requires connection to public systems where available and abandonment of private wells. As a result, if an individual housing site is on a public utility that is the option that must be utilized. Studies have shown that the overall costs are similar whether a private well or a public water system.

The same holds true for a private septic system. A private septic system is generally used when public sewer systems are not available. A permit for a private septic system is generally not available when connection to a public system is available.

Funding Options

There are different funding options available for water and sewer systems, as well as roads or other infrastructure needs. These include the allocation of tribal funds, loans, and grants. Listed below are federal funding resources for public utility systems. This list is drawn from the comprehensive list on the U.S. Environmental Protection Agency website for programs available to Tribal governments.

- Rural Utilities Service Water and Waste Disposal Programs – this program provides loans and grants for drinking water, waste water, solid waste and storm drainage systems to be installed, repaired, improved or expanded.
- Economic Development Grants for Public Works and Development Facilities – this program provides project grants for economically distressed areas for projects with matching funds that promote economic development and create long term jobs.
- Clean Water Act Indian Set-Aside Grant Program (Wastewater) – this program provides grants for waste water systems and facilities.

In addition to the above public system grants, the Tribe operates the Sanitation Facilities Construction Program in the Indian Health Service. This program provides water, sewer/solid waste to individual homes.

Analysis

The Per Capita Ordinance identifies that unclaimed per capita funds are set aside for specific allocation by the General Tribal Council. That action occurred in 2004 which delegated those funds for use for language revitalization in accordance with the Per Capita Ordinance. Re-allocation of those funds by action of the General Tribal Council is within the procedures set forth in the Per Capita Ordinance.

As identified by the Development Division, infrastructure costs for neighborhoods are generally greater than \$45,000 - \$60,000 which is the interest income from the unclaimed per capita fund. Individual home private wells can cost from \$5000 to \$20,000 depending on the depth of the well and the type of system installed. Individual home private septic systems are estimated to cost \$1500 - \$15,000. As identified above, there are federal grant funds available for private septic system installation and/or replacement.

The fund transfers approximately \$45,000 in interest income annually. This is 75% of the interest generated each year. This would be a total approximate interest generated of \$60,000. It is possible to transfer the entire fund for the development of water and sewer. The fund balance is approximately \$2.8 million. It is also possible to transfer ongoing unclaimed per capita funds to the development of water and sewer development.

The Resolve in the resolution identifies that unclaimed per capita payments “shall go into a fund[.]” Based on this language, it is possible to presume that the resolution will result in one of two options.

- Creation of a new fund and allocation of unclaimed per capita funds.
- Re-allocation of the existing fund for the purpose in the resolution.

The creation of a new fund will result in an appropriate investment strategy being developed in order to manage the funds for growth and disbursement of funds. If the existing fund is re-allocated, interest income would be allocated for use for the water and sewer systems. Depending on when the resolution is acted upon, the funds would be not likely to be available for the current fiscal year as those likely have been allocated for use under the existing resolution.

Conclusion

The proposed resolution would reallocate funding from unclaimed per capita payments from language revitalization to water and sewer sites. It is recommended that the Resolve be amended to clarify the impact. Two alternatives are presented below.

- ***Creation of a New Fund for Interest Income.*** Now Therefore Be It Resolved that the allocation of unclaimed per capita payments in resolution # BC-01-28-04-A shall revised to be placed in a fund for water and sewer development from which investment income shall be allocated annually for that purpose.
- ***Reallocation of Interest from Existing Fund.*** Now Therefore Be It Resolved that resolution # BC-01-28-04-A is amended by re-naming the Language Revitalization Fund as the Unclaimed Per Capita Investment Fund, and the interest income shall be allocated on an annual basis for the purposes of water and sewer projects.

This action would require a simple majority vote.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 8 / 26 / 15

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

Accept the Statements of Effect for the Petition: Cornelius-4 Resolutions (Investigate 7 Gens, 7 Gens Return Money, Freedom of Press, Impose Tax on OBC) to forward to GTC for consideration.

3. Supporting Materials

Report Resolution Contract

Other:

1. 3.

2. 4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:


Primary Requestor: _____
Your Name, Title / Dept. or Tribal Member

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Memo

To: Oneida Business Committee

From: Lisa Summers, Tribal Secretary 

Date: August 20, 2015

Re: Petitioner Frank Cornelius: Special GTC meeting to address four resolutions

1. Investigation into Oneida Seven Generations Corporation
2. Enforcing Salaries for Oneida Seven Generations Corporation
3. Freedom of Speech, Press and Assembly
4. Imposing a Tax on the Business Committee

The purpose of this memorandum is to notify you the legislative analyses for the resolutions related to the above referenced petition are ready for acceptance by the Oneida Business Committee (OBC).

Background

The above referenced petition was submitted to the Tribal Secretary's Office on April 28, 2015, and verified by the Enrollment Department. The petition was submitted to the Oneida Business Committee (OBC) agenda and accepted at the May 13, 2015, meeting.

Status

<i>Analysis</i>	<i>Original Due Date</i>	<i>Extension # and New Due Date</i>	<i>Date Accepted by the OBC</i>
Legislative	Sept. 9, 2015	n/a	
Legal	Sept. 9, 2015	n/a	
Financial	Sept. 9, 2015	n/a	

Requested OBC Action

1. Accept the four (4) legislative analyses.

Legislative Reference Office
P.O. Box 365
Oneida, WI 54155
(920) 869-4376
(800) 236-2214

Oneida Tribe of Indians of Wisconsin



Committee Members
Brandon Stevens, Chairperson
Tehassi Hill, Vice Chairperson
Fawn Billie, Councilmember
David P. Jordan, Councilmember
Jennifer Webster, Councilmember

Statement of Effect

Investigation into Oneida Seven Generations Corporation

Summary

This Resolution has three components. First, it states that the Oneida “General Tribal Council (GTC) directs the Chairperson to request the superintendent of the Bureau of Indian Affairs (BIA) to conduct an outside forensic Federal audit or investigation into the Seven Generations’ operation for possible fraud in their land transactions or other financial improprieties.” Secondly, it requires that the GTC “be informed of the following:

- A. Who are the leaders in all limited liability companies
- B. Who are all the investors, Indian and non-Indian
- C. Who are the stockholders
- D. Who are the attorneys
- E. Are the LLC officials receiving stipends or a salary
- F. What is the relationship of the Business Committee, past and present, to the Seven Generations Corporation, LLC’s, or investors, if any.
- G. How many LLC’s do we have
- H. How are the owners
- I. Who are the board members
- J. How much do they get paid
- K. What do they use for collateral
- L. Is Seven Generations’ assets co-mingled with tribal property
- M. Is Seven Generations’ money co-mingled with tribal money.”

Lastly, this Resolution requires that the Oneida Business Committee (OBC) “withdraw[s] Seven Generations’ charter immediately.”

Submitted by: Krystal John, Staff Attorney, Legislative Reference Office

Analysis by the Legislative Reference Office

This Petition was submitted to the Tribal Secretary’s Office on April 28, 2015, and was verified by the Enrollment Department. This Petition was placed on the OBC agenda and accepted at the May 13, 2015 OBC meeting. This Petition requests a special GTC meeting allowing the Petitioner to present on and address four Resolutions, including the subject Resolution.

Procedural Update

On May 13, 2015, the OBC acknowledged the receipt of the Petition without the resolutions referenced in the Petition being attached. On May 20, 2015, the LOC added the Petition to the active files list and directed that a memorandum be sent to the OBC stating that the Petition did not include the four resolutions in which the Petition referenced. On May 27, 2015, the OBC received a memorandum from the LOC and directed that the Tribal Secretary reach out to the Petitioner in order to request the resolutions and that they be submitted within 30 days. On June 24, 2015, Chief Counsel expressed concerns relating to the validity of the Petition because it was not possible to determine whether those whom had signed the Petition had actually seen and endorsed any resolutions because they were not attached to the verified Petition. The Petitioner asserted that there had not been any resolutions included with his original Petition, but that he could return with resolutions if they were required. The OBC directed the Tribal Secretary to work with the Petitioner relating the resolutions.

At the July 22, 2015 OBC meeting the Tribal Secretary presented a memorandum to the OBC stating that a meeting was held with the Petitioner on June 29, 2015 during which it was agreed that the Tribal Secretary would research whether any resolutions could have possibly been submitted with the Petition. The memorandum stated that further research confirmed that her office had not received any resolutions with the original Petition. Lastly, the memorandum stated that the Petitioner submitted a report to the Tribal Secretary, June 29, 2015; the report was attached to the Secretary's July 22, 2015 memorandum as a handout. At the July 22, 2015 OBC meeting, discussion ensued and the Petitioner asserted that he had in fact presented resolutions to the Tribal Secretary's Office and the Tribal Secretary's office maintained that she had not yet received any resolutions. On July 22, 2015, at 11:35 AM the Tribal Secretary's office received the Petitioner's four resolutions. On August 12, 2015, Councilman Jordan received the Resolutions from the Petitioner with a date stamp of June 26, 2015.

The First Component of this Resolution – Chairperson Request the BIA to Conduct an Outside Forensic Federal Audit or Investigation into the Seven Generations' Operation

In regards to the first component of this Resolution, the proposed GTC directive that the chairperson request the superintendent of the BIA to conduct an outside forensic Federal audit or investigation into the Seven Generations' operation for possible fraud in their land transactions or other financial improprieties, adoption has no legislative impact.

The Second Component of this Resolution – GTC be Informed of Information Pertaining to Seven Generations Corporation and Other Businesses Owned by the Tribe

In regards to the second component of this Resolution, that the GTC be informed of items A-M listed in the Summary section above, it is possible that items requested to be disclosed to the GTC would conflict with the Limitations Upon Access and Exceptions to the Open Records and Meetings (Law) pursuant to section 7.4, specifically, subsections (b) and (e). Subsection (b) exempts “[c]ontracts or other agreements which specifically prohibit disclosure of the content of the contract or agreement to third parties.” Subsection (e) exempts “[t]rade secrets and commercial or financial information obtained from a person or business, or such information

belonging to the Tribe where the trade secrets or information are proprietary, privileged, or confidential or where disclosure of the trade secrets or information may cause competitive harm. Nothing contained in this paragraph shall be construed to prevent a person or business from consenting to disclosure.”

Without a closer look at the information requested to be disclosed to the GTC, it is impossible to determine if the third component of the Resolution would violate the Open Records and Meetings (Law), however, section 7.4-6 of the subject law requires that if an authority, which in this case would be the OBC, “is unsure about whether a document may be released, the authority shall consult with the Oneida Law Office prior to release.”

The Third Component of this Resolution – Require the OBC to Withdraw Seven Generations Corporation’s Charter Immediately

In regards to the third component of this Resolution, which requires that the OBC withdraw Seven Generations’ charter immediately, the Tribe does not have a Corporate Code adopted, so there is no legislative impact. The withdrawal of the corporate charter must be pursuant to the charter itself.

Conclusion

Adoption of the first and third components of the Resolution would not affect any current legislation of the Tribe; however, the second component may conflict with the Open Records and Meeting (Law).

Legislative Reference Office
P.O. Box 365
Oneida, WI 54155
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Oneida Tribe of Indians of Wisconsin



Committee Members
Brandon Stevens, Chairperson
Tehassi Hill, Vice Chairperson
Fawn Billie, Councilmember
David P. Jordan, Councilmember
Jennifer Webster, Councilmember

Statement of Effect

Enforcing Salaries for Oneida Seven Generation Corporation

Summary

This first component of this Resolution would “set a maximum limit on total salaries of 25% and the operational costs per year for all of the four (4) Seven Generations employees, commencing back in 2008 to date of dissolution, according to the original charter.” The second component of this Resolution would “direct[s] the Tribal Attorney to take any and all action necessary to have the employees return the excess profit back to the Tribe in accordance with Article IX(B) using the Federal Courts if necessary, and to commence immediately.”

Submitted by: Krystal John, Staff Attorney, Legislative Reference Office

Analysis by the Legislative Reference Office

This Petition was submitted to the Tribal Secretary’s Office on April 28, 2015 and was verified by the Enrollment Department. This Petition was submitted to the OBC agenda and accepted at the May 13, 2015 meeting. This Petition requests a special GTC meeting allowing the Petitioner to present on and address four resolutions, including the subject Resolution.

Procedural Update

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At the July 22, 2015 OBC meeting the Tribal Secretary presented a memorandum to the OBC stating that a meeting was held with the Petitioner on June 29, 2015 during which it was agreed that the Tribal Secretary would research whether any resolutions could have possibly been submitted with the Petition. The memorandum stated that further research confirmed that her office had not received any resolutions with the original Petition. Lastly, the memorandum stated that the Petitioner submitted a report to the Tribal Secretary, June 29, 2015; the report was attached to the Secretary's July 22, 2015 memorandum as a handout. At the July 22, 2015 OBC meeting, discussion ensued and the Petitioner asserted that he had in fact presented resolutions to the Tribal Secretary's Office and the Tribal Secretary's office maintained that she had not yet received any resolutions. On July 22, 2015, at 11:35 AM the Tribal Secretary's office received the Petitioner's four resolutions. On August 12, 2015, Councilman Jordan received the Resolutions from the Petitioner with a date stamp of June 26, 2015.

The First Component of this Resolution – Set a Maximum Limit on Total Salaries of all Seven Generations Corporation's Employees

The first component of this Resolution would “set a maximum limit on total salaries of 25% and the operational costs per year for all of the four (4) Seven Generations employees, commencing back in 2008 to date of dissolution, according to the original charter.” The Tribe currently has no Corporate Code and therefore adoption of this component of the Resolution would have no impact on current legislation of the Tribe.

The Second Component of this Resolution – Direct Tribal Attorney to Take any and all Action Necessary to Have the Employees Return Excess Profit to the Tribe

In regards to the second component of this Resolution, which “direct[s] the Tribal Attorney to take any and all action necessary to have the employees return the excess profit back to the Tribe in accordance with Article IX(B) using the Federal Courts if necessary, and to commence immediately,” adoption would not have any impact on current legislation of the Tribe.

Conclusion

Adoption of this Resolution would not affect any current legislation of the Tribe.

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Oneida Tribe of Indians of Wisconsin



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Tehassi Hill, Vice Chairperson
Fawn Billie, Councilmember
David P. Jordan, Councilmember
Jennifer Webster, Councilmember

Statement of Effect *Freedom of Speech, Press and Assembly*

Summary

This Resolution alleges that the Oneida Business Committee (OBC) has not followed the General Tribal (GTC) Resolution # 11-15-08-A. In order to secure freedom of press and speech, the Petitioner requests that GTC direct that the Kalihwisaks will print any article from any Oneida unedited, not to exceed 400 words and that the Kalihwisaks will print a disclaimer regarding such articles to prevent legal suites from being entered against the newspaper.

Submitted by: Krystal John, Staff Attorney, Legislative Reference Office

Analysis by the Legislative Reference Office

This Petition was submitted to the Tribal Secretary's Office on April 28, 2015 and was verified by the Enrollment Department. This Petition was submitted to the OBC agenda and accepted at the May 13, 2015 meeting. This Petition requests a special GTC meeting allowing the Petitioner to present on and address four resolutions, including the subject Resolution.

Procedural Update

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At the July 22, 2015 OBC meeting the Tribal Secretary presented a memorandum to the OBC stating that a meeting was held with the Petitioner on June 29, 2015 during which it was agreed

that the Tribal Secretary would research whether any resolutions could have possible been submitted with the Petition. The memorandum stated that further research confirmed that her office had not received any resolutions with the original Petition. Lastly, the memorandum stated that the Petitioner submitted a report to the Tribal Secretary, June 29, 2015; the report was attached to the Secretary's July 22, 2015 memorandum as a handout. At the July 22, 2015 OBC meeting, discussion ensued and the Petitioner asserted that he had in fact presented resolutions to the Tribal Secretary's Office and the Tribal Secretary's office maintained that she had not yet received any resolutions. On July 22, 2015, at 11:35 AM the Tribal Secretary's office received the Petitioner's four resolutions. On August 12, 2015, Councilman Jordan received the Resolutions from the Petitioner with a date stamp of June 26, 2015.

The First Components of this Resolution – Direct the Kalihwisaks to Print any Article from any Oneida Unedited, Not to Exceed 400 Words

The first component of this Resolution directs the Kalihwisaks to print any article not exceeding 400 words submitted from any Oneida as submitted, without edits. While the Kalihwisaks has internal policies, there are no current Tribal laws or policies adopted by either the OBC or GTC which relate to the Kalihwisaks' content selection and editorial processes. Therefore, adoption of this component of the Resolution would have no impact on current legislation of the Tribe.

The Second Component of this Resolution – Direct the Kalihwisaks to Print a Legal Disclaimer with Each Article Submitted

In regards to the second component of this Resolution, which directs the Kalihwisaks to print a disclaimer regarding submitted articles to prevent legal suits from being entered against the newspaper, adoption would not have any impact on current legislation of the Tribe.

Conclusion

Adoption of this Resolution would not affect any current legislation of the Tribe.

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Jennifer Webster, Councilmember

Statement of Effect

Imposing a Tax on the Business Committee

Summary

This Resolution alleges that the Oneida Business Committee (OBC) (1) has not followed the General Tribal Council's (GTC) motions made on December 13, 2015 and (2) has violated GTC Resolution 11-15-08-C by not reporting back to the GTC. As a consequence, the Petition requests that the GTC resolve to "impose a tax on all the Business Committee members who voted not to dissolve 7 Generations but only restructure pay \$5,000 as reimbursement to the Tribe for spending millions of dollars of our money on 7 Generations; and both the Chairwoman and Tribal Attorney pay twice that amount, for having knowledge of the law and as an accessory, pay \$10,000 each." This Resolution requires that those required to pay the subject tax "start paying the tax from their personal accounts to the Oneida Tribal general account within 60 days from now or have the Tribe cancel their per capita until it is all repaid."

Submitted by: Krystal John, Staff Attorney, Legislative Reference Office

Analysis by the Legislative Reference Office

This Petition was submitted to the Tribal Secretary's Office on April 28, 2015, and was verified by the Enrollment Department. This Petition was placed on the OBC agenda and accepted at the May 13, 2015 OBC meeting. This Petition requests a special GTC meeting allowing the Petitioner to present on and address four resolutions, including the subject Resolution.

Procedural Update

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asserted that there had not been any resolutions included with his original Petition, but that he could return with resolutions if they were required. The OBC directed the Tribal Secretary to work with the Petitioner relating the resolutions.

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The First Component of this Resolution – Direct a Tax be Paid by OBC Members and Tribal Attorney

The first component of this Resolution proposes a GTC directive that a tax be imposed on “the Business Committee members who voted not to dissolve 7 Generations but only restructure pay \$5,000 as reimbursement to the Tribe for spending millions of dollars of our money on 7 Generations; and both the Chairwoman and Tribal Attorney pay twice that amount, for having knowledge of the law and as an accessory, pay \$10,000 each.” The Tribe has no tax law or policy; this component of the resolution has no legislative impact.

The Second Component of this Resolution – When and How the Tax may be Paid

In regards to the second component of this Resolution, that those required to pay the subject tax “start paying the tax from their personal accounts to the Oneida Tribal general account within 60 days from now or have the Tribe cancel their per capita until it is all repaid,” the Per Capita and the Oneida Judiciary Rules of Civil Procedure will govern how per capita payments may be attached for the collection of a debt owed to the Tribe. This component of the resolution has no legislative impact.

Conclusion

Adoption of this Resolution would not affect any current legislation of the Tribe.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 08 / 26 / 15

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

The purpose of this agenda request is to provide information regarding the Medical Clinic's No Show policy effective September 1. The reason for implementing the no show policy is to improve patient access.

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor:

Debra Danforth, Division Director/Operations

Your Name, Title / Dept. or Tribal Member

Additional Requestor:

Sandra Schuyler, Director of Nursing

Name, Title / Dept.

Additional Requestor:

Name, Title / Dept.

Oneida Comprehensive Health Division

Oneida Community Health Center

Behavioral Health Services

Anna John Resident Centered Care Community

Employee Health Nursing



Oneidas bringing several hundred bags of corn to Washington's starving army at Valley Forge, after the colonists had consistently refused to aid them.

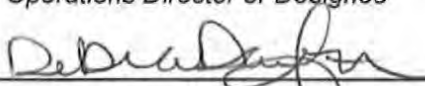
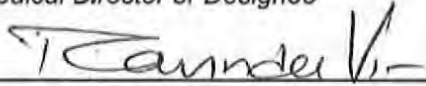

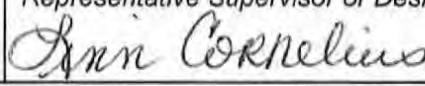
PO Box 365



Oneida, WI 54155



UGWA DEMOLUM YATEME
Because of the help of this Oneida Chief in cementing a friendship between the six nations and the colony of Pennsylvania, a new nation, the United States was made possible.

SOP NUMBER:	TITLE: Broken Appointments / No Show Policy – Medical Clinic	ORIGINATION DATE: 11/24/14 REVISION DATE: EFFECTIVE DATE: One Week After Last Signature Is Obtained
DIVISION: <i>Comprehensive Health</i>	APPROVED BY: <i>Comprehensive Health Operations Director or Designee</i> 	DATE: <i>6/15/15</i>
DEPARTMENT: <i>Medical Clinic</i>	APPROVED BY: <i>Comprehensive Health Medical Director or Designee</i> 	DATE: <i>3/25/2015</i>
AUTHOR: <i>Medical Practice Committee</i>	APPROVED BY: <i>Director of Nursing or Designee</i> 	DATE: <i>3-25-2015</i>
PAGE NO: 1 of 2	APPROVED BY: <i>Patient Accounts Representative Supervisor or Designee</i> 	DATE: <i>3/24/15</i>

1. PURPOSE

- 1.1. Provide a guideline to ensure patients are keeping scheduled appointments or canceling appointments with at least a 24 hour notice to improve quality of care and access to health care at Oneida Community Health Center.

2. DEFINITION

- 2.1. Adult Patient – Patient 18 years of age and older
- 2.2. Minor – Patient 17 years of age and younger
- 2.3. OCHC – Oneida Community Health Center
- 2.4. Routine Care – Any preventative, medication follow and non-urgent appointment
- 2.5. Urgent Care Appointment – Same day appointment for a health concern that needs addressing in a 24 hour time frame.
- 2.6. PAR – Patient Account Representative
- 2.7. Medical Provider – Any advanced medical practice staff – Nurse Practitioner, Physician's Assistant, Medical Doctor, Doctor of Osteopathy etc...

- 2.8. Established Patient – A patient who has been seen in the medical clinic within the last 3 years.
- 2.9. New patient – A patient that has not established care or has not been seen greater than 3 years by the medical clinic providers.
- 2.10. No Show – No Show or No Show/Patient Canceled Less Than 24 Hours
- 2.11. EMR – Electronic Medical Record
- 2.12. Suspended Care Access- Time frame (6 months) the patient is unable to be scheduled for a routine appointments

3. PROCEDURE

- 3.1. All patients/parents/guardians will sign the form, Declaration of Agreement Regarding No Show or No Show/Patient Canceled less than 24 Hours' Notice.
 - 3.1.1. PAR is responsible to get the form signed and then scanned into the EMR.
 - 3.1.1.1. If patient declines to sign agreement, PAR will note refusal on form and scan into EMR.
- 3.2. If an established adult patient no shows for a routine appointment:
 - 3.2.1. The staff member that cancels the appointment will document in the EMR of the no show status.
 - 3.2.2. PAR will print list of no shows at the end of each day and give it to the assigned clinic staff member.
 - 3.2.3. Assigned clinic staff member will complete No Show Letter for mailing to patient/parent/guardian.
- 3.3. If an established adult patient no shows for three (3) times in a six (6) month time period:
 - 3.3.1. Repeat steps 3.2.1. thru 3.2.3.
 - 3.3.2. Assigned clinic staff will document in the EMR the time frame six (6) months the patient is unable to be scheduled for a routine appointment.
 - 3.3.3. If the patient is a minor child – provider team may notify Indian Child Welfare/ Child Protective Services of excessive missed appointments, consistent with Oneida's Policy on Reporting Child Abuse and Neglect and all applicable Mandatory Reporting Laws.
- 3.4. If the established adult patient with suspended care access requests an appointment:
 - 3.4.1. Routine appointment – do not schedule appointment and advise the patient of their suspended care access time frame.
 - 3.4.2. Urgent Care appointment – transfer the call to triage
 - 3.4.2.1. Triage determines appropriateness of Urgent Care needs.
 - 3.4.2.2. If the appointment is not urgent, do not schedule appointment and advise the patient of their suspended care access time frame.
 - 3.4.2.3. If the appointment is urgent, inform the patient that they may come to the clinic same day and be seen on a walk in basis with any available provider.
 - 3.4.2.3.1. If patient chooses not to follow process and seek care at emergency room or other facility, staff will advise that services may not be covered by Purchased Referred Care.
 - 3.4.2.4. Medical, Registration PAR and clinic staff will be informed of potential walk in appointment.
 - 3.4.2.5. When the walk in patient shows up to OCHC for possible same day

medical appointment, Registration PAR will register patient and refer patient to Medical Clinic PAR to wait for appointment.

3.4.2.6. Medical Clinic PAR staff will inform triage and clinic staff the walk in has arrived.

3.4.2.7. When an appointment becomes available, triage or clinic staff will notify Medical Clinic PAR to schedule walk-in appointment.

3.5. When a New Patient no shows one (1) time for an establish care/new patient appointment:

3.5.1. Repeat steps 3.2.1. thru 3.2.3.

3.5.2. Assigned clinic staff will document in the EMR the time frame six (6) months the patient is unable to be scheduled for any urgent or routine appointments.

4. **ATTACHMENTS**

4.1. Declaration of Agreement Regarding No Show or No Show/Patient Canceled less than 24 Hours' Notice

4.2. No Show Letter Established Patient

4.3. Now Show Letter New patient

4.4. Flow Chart



Oneidas bringing several hundred bags of corn to Washington's starving army at Valley Forge, after the colonists had consistently refused to aid them.

Oneida Community Health Center
Behavioral Health Services
Anna John Resident Centered Care Community
Employee Health Nursing

PO Box 365



Oneida, WI 54155



UGWA DEMOLUM YATEHE
Because of the help of this Oneida Chief in cementing a friendship between the six nations and the colony of Pennsylvania, a new nation, the United States was made possible.

Declaration of Agreement Regarding No Show or No Show/Patient Canceled less than 24 Hours' Notice

Patient Name _____ Date of Birth _____

1. It is the patient/parent/guardian's responsibility to notify Oneida Community Health Center (920)869-2711 at least 24 hours prior to the scheduled appointment if individual is unable to keep his/her appointment.
2. ADULTS (Established patient) - If there are three (3) No Show/ No Show/Patient Canceled less than 24 Hours' Notice in a six (6) month period of time, the patients' access will be suspended for routine care appointments for 6 months. Only urgent care (same day) access will be available during that time frame. Patient will need to contact triage for assessment of urgent care needs during office hours and may be seen on a walk in basis only. Patients will be asked to arrive at Oneida Community Health Center and wait for an appointment with any available provider.

MINOR CHILDREN – If there are three (3) No Show/ No Show/Patient Canceled less than 24 Hours' Notice in a six (6) month period of time. At any time the provider team may notify Indian Child Welfare/Child Protective Services of excessive missed appointments, consistent with Oneida's Policy on Reporting Child Abuse and Neglect and all applicable Mandatory Reporting Laws.

3. ADULTS (New Patient) - If there is one (1) No Show/ No Show/Patient Canceled less than 24 Hours' Notice Establish Care/New Patient appointment in a six (6) month period of time, the patients' access will be suspended for urgent and routine care appointments for 6 months.
4. Be advised if you choose to seek care at an emergency room or other facility without approval, services may not be covered by Purchased Referred Care.

Patient Signature _____

Date _____

Relationship to Patient _____

Witness _____



Oneidas bringing several hundred bags of corn to Washington's starving army at Valley Forge, after the colonists had consistently refused to aid them.

Oneida Comprehensive Health Division

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Employee Health Nursing

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No Show Letter Established Patient

Patient Name _____

Medical Record Number _____

Date _____

Dear Patient/Parent/Guardian:

You/your child missed or canceled with less than 24 hour notice an appointment on _____ with _____.

The Oneida Community Health Center Medical Clinic has implemented a Broken Appointment / No Show Policy to improve quality of care and access to health care.

_____ This is your 1st No Show or No Show/Patient Canceled less than 24 Hours' Notice.

_____ This is your 2nd No Show or No Show/Patient Canceled less than 24 Hours' Notice.

_____ This is your 3rd No Show or No Show/Patient Canceled less than 24 Hours' Notice.

Three (3) No Show or No Show/Patient Canceled less than 24 Hours' Notice of adult appointments in a six(6) month period of time will result in suspended care access and you will not be able to schedule routine care appointments for six (6) months. In the case of children, At any time the provider team may notify Indian Child Welfare/Child Protective Services of excessive missed appointments, consistent with Oneida's Policy on Reporting Child Abuse and Neglect and all applicable Mandatory Reporting Laws.

To cancel or reschedule appointments, or if you have any questions, please call (920) 869-2711 and then press 4 to speak with Patient Registration.

Thank you,

The Oneida Community Health Center Medical Clinic

CC:file



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Oneida Comprehensive Health Division
Oneida Community Health Center
Anna John Resident Centered Care Community
Employee Health Nursing

PO Box 365



Oneida, WI 54155



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No Show Letter New Patient

Patient Name _____

Medical Record Number _____

Date _____

Dear Patient:

You missed or canceled with less than 24 hour notice an Establish Care/New Patient appointment on: _____ with _____.

The Oneida Community Health Center Medical Clinic has implemented a Broken Appointment / No Show Policy to improve quality of care and access to health care.

Your access to schedule appointments at Oneida Community Health Center Medical Department has been suspended for a six (6) months.

Thank you,

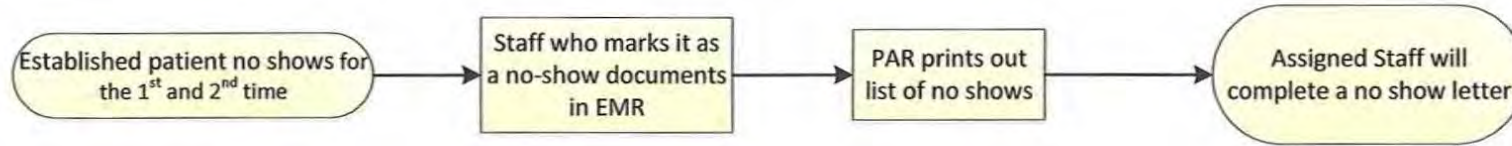
The Oneida Community Health Center Medical Clinic

CC:file

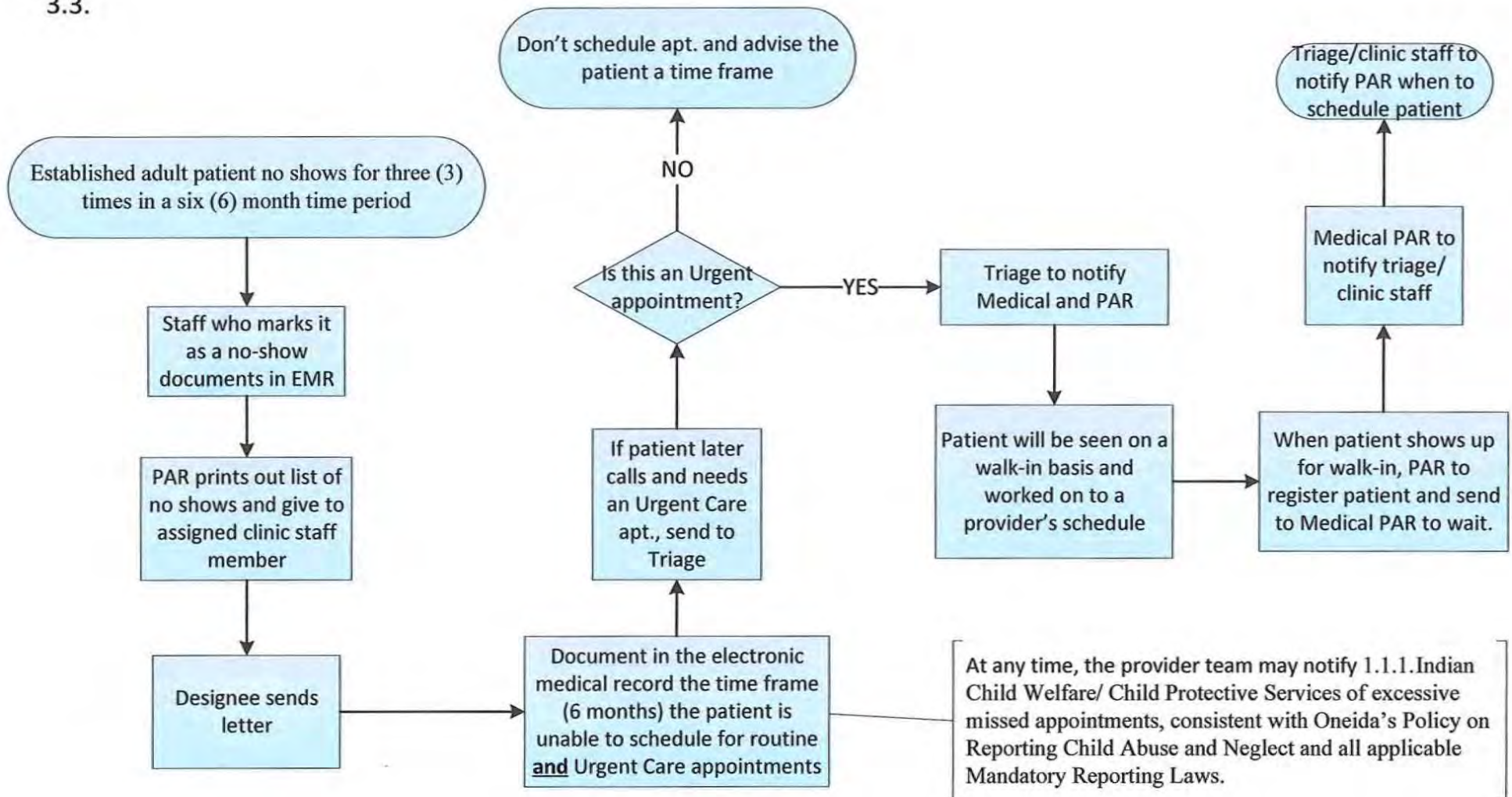
Patients/Parents/guardian fill out a declaration of agreement regarding the no-show policy

If patient declines to sign agreement, PAR will note refusal on form and scan into EMR.

3.2



3.3.





Did You KNOW



Medical Clinic appointments that are No Show or cancel less than 24 hours impact patient access.

Missed appointments for 2015
March – 633
April – 655
May – 515
Total – 1803

NOTICE

To improve access, the medical clinic will be implementing a No Show Policy effective September 1, 2015.

- For Established Patients who No Show or Cancel less than 24 hours, scheduling for routine appointments may be held for a six month time frame.
- Any New Patient who No Show or Cancel less than 24 hours cannot schedule for a six month time frame.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 8 / 26 / 15

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

[Empty text box]

Agenda Header: New Business

Accept as Information only

Action - please describe:

Requesting approval to activate \$235,000 from the approved FY2015 CIP Budget for OGE Remodel-Phase II, CIP #14-014.

3. Supporting Materials

Report Resolution Contract

Other:

1. Spreadsheet for Phase II Scope of Work 3. [Empty text box]

2. CIP Budget Activations 2015 4. [Empty text box]

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison: Troy Parr, Asst. Division Director/Development

Primary Requestor: Samuel VanDen Heuvel, Construction Manager, Engineering
Your Name, Title / Dept. or Tribal Member

Additional Requestor: Paul J. Witek, Senior Tribal Architect Engineering
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

Describe the purpose, background/history, and action requested:

To: Oneida Business Committee
 From: Sam VanDen Heuvel
 CC: Troy Parr – Assistant Development Division Director
 Paul Witek – Senior Tribal Architect

Date: 8/11/15

Re: Oneida Golf Enterprise Remodel – Phase II | Project #14-014

Purpose:

The project team is seeking formal approval for the activation of the project's funding.

Background:

In 2011, a Facilities Study Report was compiled for OGE due to building and site areas being out-of-compliance with current code requirements. As it stands today, all deficiencies have been addressed in Phase I except for the Maintenance building issues. This work is considered Phase II of the original CIP Package. Please refer to the attached code review spreadsheet for Phase II scope of work.

The Business Committee had approved the original CIP Package (#10-011 OGE Remodel) and procedural exception to forgo Phase II on 5/23/12.

Funding for the project is included in the FY2015 CIP Budget at \$235,000. The funds would be activated in the Project's CIP Budget and managed within that process.

Action Requesting:

1. Activation of \$235,000 from the approved FY2015 CIP Budget for CIP #14-014 OGE Remodel – Phase II.

Encl.

1) Save a copy of this form for your records.

2) Print this form as a *.pdf *OR* print and scan this form in as *.pdf.

3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

Oneida Golf Enterprise Remodel – Phase II

Code Review Spreadsheet

Maintenance Building

Item No.	Description of Code Deficiency	Reference Section	Type				Description of Corrective Measure
			Life Safety	Accessibility	Maintenance	Design Improvement	
	MAINTENANCE BUILDING						
A50	No guardrail at top of retaining wall. (Exceeds 30" drop)	IBC 1013.1	X				Provide 42" high guardrail.
A51	No guardrail at top of storage / equipment mezzanine. (Exceeds 30" drop)	IBC 1013.5	X				Provide 42" high guardrail.
A52	Existing removable guardrail does not prevent shelving materials from falling to the floor below.	IBC 1013.1				X	Modify existing guardrail to add chainlink panels.
A53	The gravity wall and the south building wall are currently able to move independently from one another. This could result in separation of the two walls which could compromise the integrity of the south building wall.		X			X	The south building wall should be connected to the gravity retaining wall so they act as one unit.
A54	Exterior walls should provide a weather resistance exterior. The south building wall does not have flashing.	IBC 1405.3			X		Replace the split face concrete block with a water tight wall covering and flashing system.
A55	The south edge of the roof over the south building wall does not have a gutter to prevent roof runoff water from falling onto the moisture-permeable split face CMU below.	IBC 1503.2			X		Install gutters and downspouts at the south edge of the roof and a collector pipe to drain the water away from the wall.
A56	The gap between the gravity wall and the south building wall has no way to drain water that may get between the walls.		X			X	Construct a system of pipes within the building at the base of the south wall with the pipes through the wall to act as a drain tile system.
A57	There is an opportunity for water to infiltrate on the high side of the wall with the potential to increase the forces pushing on the gravity wall.		X			X	Extend the pavement south of the building to the foot of the hill to the south.
A58	There is an opportunity for water to infiltrate on the high side of the wall with the potential to increase the forces pushing on the gravity wall.		X			X	Install catch basins and storm sewer pipes to collect surface water from the pavement.
A59	There is an opportunity for groundwater to migrate into the soil on the high side of the wall with the potential to increase the forces pushing on the gravity wall.		X			X	Install a trench drain at the foot of the hill to intercept groundwater from the hill.
P50	Garage catch basin outlet not provided with cleanout.	COMM 82.35(3)(M)			X		Provide floor cleanout downstream of catch basin.

Oneida Golf Enterprise Remodel – Phase II

Code Review Spreadsheet

Maintenance Building

P51	Garage catch basin sewer not provided with cleanout.	COMM 82.35(3)(e)1			X		Provide floor cleanout at north exterior walls.
P52	Garage catch basin building drain not provided with proper vent.	COMM 82.31(16)(d)	X				Provide 3" vent terminal through roof.
P53	Garage catch basin discharges to an in-ground drain field below the parking lot.	COMM 83.01	X				Provide holding tank for garage drainage.

CIP BUDGET ACTIVATIONS 2015

Revised: 08/11/15

Project No.	Project Title	CIP \$ App'd FY 2015	Activated Amount	Date Activation Approved	Unactivated Balance	Notes
05-013	Elder Services / Apartments Improvements	48,000			48,000	A
07-002	SSB Remodeling - Phase V	50,000			50,000	A
14-002	Cemetery Improvements	25,000	25,000	04/08/15	0	A
14-013	Early Head Start Facility	1,961,000	1,961,000	05/13/15	0	A
14-014	Oneida Golf Enterprise Remodel - Phase II	235,000	235,000		0	A
15-003	NHC Remodeling - Phase VIII	870,000	870,000	02/11/15	0	A,B
15-004	Business Park Storm Water	250,000			250,000	A
TOTALS:		3,439,000	3,091,000		348,000	

Adjustments

15-003	NHC Remodeling - Phase VIII		-300,000	02/11/15	570,000	B

Notes:

- A. Funding source: Tribal Contribution
 B. \$300,000 being activated from NHC Remodeling - Phase VIII #15-003 and transferred to SEOTS Community Center #11-002.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 8 / 26 / 15

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

Approval - Addendum to Provider Service Agreement / Attachment A Sec. 2 requires the Oneida Health Center to pay reasonable attorney fees for investigation/ defense/ prosecution/ enforcing & collecting under this agreement. Sec. 9 requires cooperation with dispute resolution as set by Medicare.

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor:
Your Name, Title / Dept. or Tribal Member

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

ONEIDA LAW OFFICE

CONFIDENTIAL: ATTORNEY/CLIENT WORK PRODUCT

TO: Maria J. Doxtator-Alfaro
Oneida Health Center

Use this number on future correspondence:

FROM: Kelly M. McAndrews, Staff Attorney *KM*

2014-0880

DATE: July 6, 2015

RE: Dentemax-Addendum

<p><u>Purchasing Department Use</u></p> <p><input checked="" type="checkbox"/> Contract Approved</p> <p><input type="checkbox"/> Contract Not Approved</p> <p><i>(see attached explanation)</i></p>

If you have any questions or comments regarding this review, please call 869-4327.

The attached agreement, contract, policy and/or guaranty has been reviewed by the Oneida Law Office for legal content only. Please note the following:

- ✓ The document is in appropriate legal form. *(Execution is a management decision.)*
- ✓ Requires Business Committee approval prior to execution, pursuant to possible limited waiver of sovereign immunity. Attachment A Sec. 2 requires Oneida Health Center to pay reasonable attorney fees for investigation/ defense/ prosecution/ enforcing and collecting under this Agreement. In addition, Sec. 9 requires cooperation with dispute resolution as set forth by Medicare.

Note: It would be ideal to have the vendor sign the IHS Model QHP for Indian Health Care Providers.

In addition, there requirements for Oneida Health Center which has been previously addressed to the division and HRD regarding job descriptions.

Oneida Comprehensive Health Division

Oneida Community Health Center

Behavioral Health Services

Anna John Resident Centered Care Community

Employee Health Nursing



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TO: Business Committee

FROM: Henrietta Cornelius, Executive Assistant, Oneida Dental Clinic

RE: DenteMax

DATE: August 17, 2015

DenteMax is a third party administrator for insurance companies. Attached is the administrator's Service Agreement.

There is an Addendum to the Service Agreement which requires the Oneida Health Center to pay reasonable attorney fees for investigation if needed under this Agreement, this is in attachment A, Section 2. Also Section 9 requires cooperation with dispute resolution as set by Medicare.

Dental Claims are submitted to the plan administrator and OCHC is reimbursed for covered services. The Service Agreement ensures OCHC is not paid less than the fees which are based on the DenteMax fee schedule.

The mailing address to all locations is: P.O. Box 365, Oneida, WI 54155

Oneida Community Health Center	525 Airport Dr., Oneida, WI 54155	Phone: (920)-869-2711 or 1-866-869-2711	Fax: (920) 869-1780
Behavioral Health Services	2640 West Point Rd., Green Bay, WI 54304	Phone: (920)490-3790 or 1-888-490-2457	Fax: (920) 490-3883
Anna John Resident Centered Care Comm.	2901 S. Overland Rd., Oneida, WI 54155	Phone: (920) 869-2797	Fax: (920) 869-3238
Employee Health Nursing	701 Packerland Dr., Green Bay, WI 54303	Phone: (920)405-4492	Fax: (920) 405-4494

**ADDENDUM TO PROVIDER SERVICE AGREEMENT
MEDICARE ADVANTAGE PROGRAM PROVIDER REQUIREMENTS**

The Centers for Medicare and Medicaid Services (“CMS”) and associated laws, rules and regulations regarding the Medicare Advantage (“MA”) Program require that managed care organizations provide for compliance of contracted network providers and their respective employees and contracted individuals and entities with certain MA program requirements including, without limitation, inclusion of certain provisions in MA provider participation agreements and/or associated documents including agreements between Provider and its employees, contractors and/or subcontractors providing services related to the Agreement, as applicable. A list of some of these requirements can be found in the Managed Care Manual, Chapter 11, Section 100.4, as published by CMS and available on the CMS website. Additionally, revisions to certain applicable regulations can be found in 74 Fed.Reg.1494 (January 12, 2009) (amending 42 C.F.R. Parts 422 and 423). As such and in addition to the terms and conditions in the agreement between you (“Provider”) and Health Care Exchange, Ltd, d/b/a/ DenteMax Provider agrees to the following terms and conditions as they pertain to services rendered to Medicare beneficiaries enrolled in Health Plan’s MA health benefit plans. In the event of a conflict between the contract between DenteMax and Provider related to services rendered to Health Plan Members and this Medicare Advantage Program Provider Requirements Addendum (“Addendum”), this Addendum shall control. This Addendum is in addition to all previous MA Program-related Addenda and/or Amendments to the Provider Service Agreement.

I. Definitions. For purposes of this Addendum the following additional terms shall have the meaning set out below:

- (1) **“Covered Services”** means those Medically Necessary medical, related health care and other services covered under and defined in accordance with the applicable Health Plan Member’s MA Plan.
- (2) **“Dual Eligible Member”** means a Health Plan Member who is also entitled to medical assistance under a state plan under Title XIX (“Medicaid”) of the Social Security Act (the “Act”).
- (3) **“Emergency Medical Condition”** means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain), such that a prudent layperson with an average knowledge of health and medicine, could reasonably expect that the absence of immediate medical attention to result in: (a) serious jeopardy to the health of the individual or, in the case of a pregnant woman, the health of the woman and her unborn child, (b) serious impairment of to bodily functions, or (c) serious dysfunction of any bodily organ or part.
- (4) **“Emergency Services”** means Covered Services that are: (a) furnished by a provider qualified to furnish emergency services; and (b) needed to evaluate or stabilize an Emergency Medical Condition.
- (5) **“First Tier Entity”** means the entity directly contracted with Health Plan for the provision of services to Health Plan Members.
- (6) **“Health Plan”** means the entity that offers the MA health benefit plans with which Health Plan Members participate and which is liable for the payment of claims for MA health benefits.
- (7) **“Health Plan Member(s)”** means those designated individuals eligible for traditional Medicare under Title XVIII of the Social Security Act and CMS rules and regulations and enrolled with Health Plan.
- (8) **“MA Plan”** means the one or more MA health benefit plans offered or administered by Health Plan for Health Plan Members and under which Provider renders services to Health Plan Members.
- (9) **“Medicare Advantage Program or MA Program”** means the federal Medicare managed care program for Medicare Advantage (formerly known as Medicare+Choice) products run and administered by CMS, or CMS’ successor.
- (10) **“Medicare Contract”** means Health Plan’s contract(s) with CMS, to arrange for the provision of health care services to certain persons enrolled in an MA Plan and eligible for Medicare under Title XVIII of the Social Security Act.
- (11) **“Post-Stabilization Care Services”** means Covered Services, related to an Emergency Medical Condition, that are provided after the Health Plan Member is stabilized in order to maintain the stabilized condition.
- (12) **“Provider”** means the individual or entity that provides services to Health Plan Members through a subcontracted arrangement with DenteMax; Provider’s employees; contractors and/or subcontractors; and those individuals or entities



performing administrative or other services for or on behalf of Provider directly or indirectly related to or on behalf of Health Plan Members.

(13) **“Provider Service Agreement”** means the Agreement between Provider and DenteMax.

(14) **“State”** means the state in which Provider provides the Covered Services.

(15) **“State Medicaid Plan”** the State’s plan for medical assistance developed in accordance with Section 1902 of the Act and approved by CMS.

II. Additional MA Program Obligations and Requirements. Provider agrees to the following terms and conditions as they pertain to services rendered to Health Plan Members.

A. Audits; Access to and Record Retention. Provider shall permit audit, evaluation and inspection directly by Health Plan, the Department of Health and Human Services (HHS), the Comptroller General, the Office of the Inspector General, the General Accounting Office, CMS and/or their designees, and as the Secretary of the HHS may deem necessary to enforce the Medicare Contract, physical facilities and equipment and any pertinent information including books, contracts (including any agreements between Provider and its employees, contractors and/or subcontractors providing services related to services provided to Health Plan Members), documents, papers, medical records, patient care documentation and other records and information involving or relating to the provision of services under the Agreement, and any additional relevant information that CMS may require (collectively, “Books and Records”). All Books and Records shall be maintained in an accurate and timely manner and shall be made available for such inspection, evaluation or audit for a time period of not less than ten (10) years, or such longer period of time as may be required by law, from the end of the calendar year in which expiration or termination of the agreement under which Provider renders services to Health Plan Members occurs or from completion of any audit or investigation, whichever is greater, unless CMS, an authorized federal agency, or such agency’s designee, determines there is a special need to retain records for a longer period of time, which may include but not be limited to: (i) up to an additional six (6) years from the date of final resolution of a dispute, allegation of fraud or similar fault; (ii) completion of any audit should that date be later than the time frame(s) indicated above; (iii) if CMS determines that there is a reasonable possibility of fraud or similar fault, in which case CMS may inspect, evaluate, and audit Books and Records at any time; or (iv) such greater period of time as provided for by law. Provider shall cooperate and assist with and provide such Books and Records to Health Plan and/or CMS or its designee for purposes of the above inspections, evaluations, and/or audits, as requested by CMS or its designee and shall also ensure accuracy and timely access for Health Plan Members to their medical, health and enrollment information and records. Provider agrees and shall require its employees, contractors and/or subcontractors and those individuals or entities performing administrative services for or on behalf of Provider and/or any of the above referenced individuals or entities: (i) to provide Health Plan and/or CMS with timely access to records, information and data necessary for: (1) Health Plan to meet its obligations under its Medicare Contract(s); and/or (2) CMS to administer and evaluate the MA program; and (ii) to submit all reports and clinical information required by Health Plan under the Medicare Contract. [42 C.F.R. §§ 422.504(e)(4), 422.504 (h), 422.504(i)(2)(i), 422.504(i)(2)(ii) and 422.504(i)(4)(v)] In pursuance thereof, Provider to DenteMax providing applicable information and/or Books and Records as may be reasonably requested by Health Plan in connection with services rendered to Health Plan Members.

B. Privacy and Accuracy of Records. In accordance with the Managed Care Manual and the regulations cited below, Provider agrees to comply with all state and federal laws, rules and regulations, Medicare program requirements, and/or Medicare Contract requirements regarding privacy, security, confidentiality, accuracy and/or disclosure of records (including, but not limited to, medical records), personally identifiable information and/or protected health information and enrollment information including, without limitation: (i) HIPAA and the rules and regulations promulgated thereunder; (ii) 42 C.F.R. § 422.504(a)(13); and (iii) 42 C.F.R. § 422.118; (d) 42 C.F.R. § 422.516 and 42 C.F.R. § 422.310 regarding certain reporting obligations to CMS. Provider also agrees to release such information only in accordance with applicable state and/or federal law or pursuant to court orders or subpoenas.

C. Hold Harmless of Health Plan Members. Provider hereby agrees: (i) that in no event including, but not limited to, non-payment by Health Plan, First Tier Entity or DenteMax, Health Plan’s determination that services were not Medically Necessary, Health Plan’s, First Tier Entity’s or DenteMax’s insolvency, or breach of the agreement between Provider and DenteMax that is the subject hereof or the agreements between DenteMax and First Tier Entity or First Tier Entity and Health Plan, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Health Plan Member for amounts that are the legal obligation of Health Plan, DenteMax and/or

First Tier Entity; and (ii) that Health Plan Members shall be held harmless from and shall not be liable for payment of any such amounts. Provider further agrees that this provision (a) shall be construed for the benefit of Health Plan Members; (b) shall survive the termination of the agreements between Provider and DenteMax, DenteMax and First Tier Entity, and First Tier Entity and Health Plan regardless of the cause giving rise to such termination; and (c) supersedes any oral or written contrary agreement now existing or hereafter entered into between Provider and Health Plan Members, or persons acting on behalf of a Health Plan Member. [42 C.F.R. § 422.504(g)(1)(i) and (i)(3)(i)]

D. Hold Harmless of Dual Eligible Members. With respect to those Health Plan Members who are designated as Dual Eligible Members for whom the State Medicaid agency is otherwise required by law, and/or voluntarily has assumed responsibility in the State Medicaid Plan to cover those Medicare Part A and B Member Expenses identified and at the amounts provided for in the State Medicaid Plan, Provider acknowledges and agrees that it shall not bill Health Plan Members the balance of (“balance-bill”), and that such Health Plan Members are not liable for, such Medicare Part A and B Member Expenses, regardless of whether the amount Provider receives is less than the allowed Medicare amount or Provider charges due to limitations on additional reimbursement provided in the State Medicaid Plan. Provider agrees that it will accept Health Plan’s payment as payment in full or will bill the appropriate State source if Health Plan has not assumed the State’s financial responsibility under an agreement between Health Plan and the State. [42 C.F.R. § 422.504(g)(1)(iii)] In addition, Provider shall coordinate with DenteMax to ensure that Provider is informed of Medicare and Medicaid benefits available to Dual-Eligible Subscribers, including cost-sharing obligation of such Dual Eligible Subscribers as well as any applicable eligibility requirements.

E. Accordance with Health Plan’s Contractual Obligations. Provider agrees that any services provided to Health Plan Members shall be consistent with and comply with the requirements of the Medicare Contract. [42 C.F.R. § 422.504(i)(3)(iii).]

F. Prompt Payment of Claims. Health Plan, DenteMax, and/or First Tier Entity will process and pay or deny claims for Covered Services within the timeframe set forth in the agreement between Provider and DenteMax or DenteMax and First Tier Entity or First Tier Entity and Health Plan, as applicable. [42 C.F.R. § 422.520(b)]

G. Delegation of Provider Selection. As applicable, Provider understands that if selection of providers who render services to Health Plan Members has been delegated to DenteMax, First Tier Entity and/or Provider by Health Plan, either expressly or impliedly, then Health Plan retains the right to approve, suspend or terminate such downstream or subcontracted arrangements. [42 C.F.R. § 422.504(i)(5)]

H. Compliance with Health Plan’s Policies and Procedures. Provider shall comply with all policies and procedures of Health Plan. Such policies include, without limitation, written standards for the following: (a) timeliness of access to care and member services; (b) policies and procedures that allow for individual medical necessity determinations (e.g., coverage rules, practice guidelines, payment policies); (c) provider consideration of Health Plan Member input into Provider’s proposed treatment plan; (d) Health Plan’s accreditation standards; and (e) Health Plan’s compliance program which encourages effective communication between Provider and Health Plan’s Compliance Officer and participation by Provider in education and training programs regarding the prevention, correction and detection of fraud, waste and abuse and other initiatives identified by CMS. The aforementioned policies and procedures are identified in Health Plan’s Provider Manual which is incorporated herein by reference and may be amended from time to time by Health Plan. [42 C.F.R. § 422.112; 42 C.F.R. § 422.504(i)(4)(v); 42 C.F.R. § 422.202(b); 42 C.F.R. § 422.504(a)(5); 42 C.F.R. § 422.503(b)(4)(vi)(C) & (D) & (G)(3)]

I. Delegation of Activities. The parties agree that to the extent Health Plan, in Health Plan’s sole discretion, elects to delegate to Provider performance of any function, duty, obligation, or responsibility imposed on Health Plan under the CMS Contract (“Delegated Activity”):

(1) Reporting Responsibilities. The parties will agree in writing to a clear statement of such delegated activities and reporting responsibilities relative thereto. [42 C.F.R. § 422.504(i)(3)(ii) and 42 C.F.R. § 422.504(i)(4)(i)]

(2) Revocation. In the event CMS or Health Plan determines that Provider, DenteMax and/or First Tier Entity does not satisfactorily perform the delegated activities and any plan of correction, any and all of the delegated activities may be revoked upon notice by the Health Plan to Provider, DenteMax and/or First Tier Entity. [42 C.F.R. § 422.504(i)(3)(ii) and 42 C.F.R. § 422.504(i)(4)(ii)]



(3) Monitoring. Any delegated activities will be monitored by the Health Plan on an ongoing basis and formally reviewed by the Health Plan at least annually. [42 C.F.R. § 422.504(i)(3)(ii) and 42 C.F.R. § 422.504(i)(4)(iii)]

(4) Credentialing. The credentials of medical professionals affiliated with Provider, DenteMax and/or First Tier Entity will either be reviewed by Health Plan or, in the event Health Plan has delegated credentialing to Provider, DenteMax and/or First Tier Entity, Provider's, DenteMax's and/or First Tier Entity's credentialing process will be reviewed and approved by Health Plan, monitored on an ongoing basis and audited at least annually. [42 C.F.R. § 422.504(i)(3)(ii) and 42 C.F.R. § 422.504(i)(4)(iv)]

(5) No Subcontracting of Responsibility. Provider understands that Provider, DenteMax and/or First Tier Entity may not delegate, transfer or assign (together, "subcontract") any of Provider's, DenteMax's or First Tier Entity's obligations with respect to Health Plan Members or any delegation agreement between Health Plan and Provider, DenteMax and/or First Tier Entity unless (i) such subcontract is approved by Health Plan in writing in advance; (ii) any subcontractor is specifically obligated, through a written agreement between the subcontractor and Health Plan or the subcontractor and Provider, to comply with all of the provisions contained in this Addendum; and (iii) such subcontract specifically permits Health Plan or Provider to suspend or terminate the subcontractor or take such other remedial action as Health Plan, in its reasonable discretion, or Provider in its reasonable discretion deems appropriate, upon determination by CMS, in its sole discretion, or Health Plan in its reasonable discretion, or Provider in its reasonable discretion that such subcontractor is not performing the services satisfactorily.

J. Compliance with Laws and Regulations. Provider agrees to comply with all applicable Medicare laws, rules and regulations, reporting requirements, CMS instructions, and with all other applicable state and federal laws, rules and regulations, as may be adopted, amended or issued from time to time. Laws include, without limitation, the Federal False Claims Act; the Federal anti-kickback statute; the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations, including the HIPAA Privacy Rule and HIPAA Security Rule; Parts C and D of Title XVIII of the Social Security Act and its Regulations; all CMS instructions and guidelines regarding marketing and otherwise relating to the Medicare Advantage and Medicare Prescription Drug Programs; Title VI of the Civil Rights Act of 1964; the Age Discrimination Act of 1975; the Rehabilitation Act of 1973; the Americans with Disabilities Act; the requirements applicable to individuals and entities receiving federal funds, and the federal regulations prohibiting the offering of beneficiary inducements. Additionally, Provider agrees to maintain full participation status in the federal Medicare program and shall ensure that none of its employees, contractors, or subcontractors is excluded from providing services to Medicare beneficiaries under the Medicare program. [42 C.F.R. § 422.204(b)(4) and 42 C.F.R. § 422.752(a)(8)] Additionally, Provider shall comply with the provisions of Attachment A hereto. To the extent Attachment A conflicts with the terms of this Addendum, the Addendum shall control.

K. Accountability. Provider hereby acknowledges and agrees that Health Plan oversees the provision of services by Provider to Health Plan Members and that Health Plan shall be accountable under the Medicare Contract for such services regardless of any delegation of administrative activities or functions to Provider or First Tier Entity. [42 C.F.R. § 422.504(i)(1); (i)(4)(iii); and (i)(3)(ii)]

L. Benefit Continuation. Upon termination of Provider's status as a participating provider with Health Plan (unless such termination was related to safety or other concerns), Provider will continue to provide health care benefits/services to Health Plan Members in a manner that ensures medically appropriate continuity of care and for the time period required by applicable law. Specifically, for Health Plan Members who are hospitalized on the date of such termination, services will be provided through the applicable Health Plan Member's date of discharge. [42 C.F.R. § 422.504(g)(2)]

M. Physician Incentive Plans. The parties agree: (i) that no payments made to Provider are financial incentives or inducements to reduce, limit or withhold Medically Necessary services to Health Plan Members; and (ii) that any incentive plans applicable to Provider are and shall be in compliance with applicable state and federal laws, rules and regulations and in accordance with the Medicare Contract. Upon request and as applicable, Provider, DenteMax and/or First Tier Entity agrees to disclose to Health Plan the terms and conditions of any "physician incentive plan" as defined by CMS and/or any state or federal law, rule or regulation. [42 C.F.R. § 422.208]

ATTACHMENT A
PROVIDER DELEGATED ACTIVITIES

Definitions

For the purposes of this Attachment A, the following definitions apply:

Benefit Plan or “Plan” means a written plan of benefits, established by an employer, a Medicare Advantage Organization, or other plan sponsor or group, either underwritten by Payor or where Payor or its affiliates serve as Claims Administrator, that defines eligibility and the other terms and conditions under which benefits are provided to Participants.

Medicare Advantage Organization means a public or private entity that is certified under Section 1856 of the Social Security Act title as meeting the requirements and standards of Title XVIII, Part C of the Social Security Act for such an organization.

Payor means the entity liable for the payment of claims and may include a Medicare Advantage Organization.

Responsibilities of Provider

1. **DenteMax Not a Payor.** Provider acknowledges, understands, and agrees that claim payment amounts are the sole and absolute responsibility of the Payor. Provider further acknowledges, understands, and agrees that DenteMax is not obligated to pay Provider for claims of a Payor if a Payor fails to provide DenteMax with sufficient funds for such payment, and DenteMax has no liability to Provider for nonpayment or for any delay in payment from a Payor. Provider agrees to recover any unpaid balances from Payor only and shall have no claim against and shall not seek payment from DenteMax or Participants, other than copayments or deductibles due from Participants as set forth in their Benefit Plans.
2. **Indemnification.** Provider agrees to indemnify and hold DenteMax, its officers, directors, employees and agents from and against any claim, damage, loss (including any amounts paid in compromise or settlement of disputed claims), expenses, liability, obligation, action or cause of action, including reasonable attorneys’ fees and all costs of investigation (collectively the “Indemnified Claims”), which the Indemnified Party may sustain pay, suffer incur by reason of any services provided by Provider to any Member. Attorneys’ fees shall include not only those fees incurred in connection with investigating and defending the Indemnified Claims but also Attorneys’ fees incurred by Payor in prosecuting, enforcing and collecting this indemnity. The indemnified Party is not responsible for nor does the Indemnified Party guarantee the quality of any services or materials furnished by Participating Provider. Participating Provider shall indemnify all sponsors and Payors from all claims, liabilities and damages incurred in connection with or arising out of Provider’s material breach of this Agreement or any Dental Care Services or materials furnished or to be furnished by Provider to Members. The obligation of indemnification shall survive the termination of this Agreement.

Medicare Provisions

3. Provider acknowledges to the best of its knowledge, information and belief, there are no past or pending investigations, legal actions, or matters subject to arbitration involving Provider nor any employee, key management, executive staff, or any major shareholders (5% or more) of Provider on matters relating to payments from governmental entities, both federal and state, for healthcare and/or prescription drug services.
4. Provider acknowledges to the best of its knowledge, information, and belief that neither Provider nor any employee, key management, executive staff, or any major shareholders (5% or more) of Provider has been criminally convicted nor has a civil judgment been entered against them for fraudulent activities nor are they sanctioned under any Federal program involving the provision of health care or prescription drug services.
5. Provider acknowledges to the best of its knowledge, information and belief, neither Provider nor any employee, key management, executive staff, or any major shareholders (5% or more) of Provider appear in the List of Excluded Individuals/Entities as published by the Department of Health and Human Services Office of the Inspector General, nor in the List of Debarred Contractors as published by the General Services Administration.



The List of Excluded Individuals/Entities published by the Department of Health and Human Services Office of the Inspector General can be found at http://oig.hhs.gov/fraud/exclusions/exclusions_list.asp. The List of Debarred Contractors published by the General Services Administration can be found at <http://epls.arnet.gov/>.

6. Provider is obligated to notify DenteMax immediately to the best of its knowledge, information and belief of any change in circumstances occurring after the Effective Date of this Agreement which would require Provider or its employees, key management, executive staff, or any major shareholders (5% or more) to then respond affirmatively to any of the questions posed in paragraphs 3, 4, and 5 of this Agreement.
7. Provider agrees that, in the event of the Medicare Organization's or DenteMax's insolvency or other cessation of operations, services to Members will continue through the period for which the CMS payment has been paid to the Medicare Organization. The Medicare Organization shall reimburse Provider for all services rendered pursuant to this section at Medicare allowable assignment rates minus any authorized Copayment, and Provider shall accept such payment as payment in full.
8. Any services or other activities performed by DenteMax in accordance with a contract or written agreement shall be consistent and comply with the Medicare Organization's contractual obligations to CMS and the Medicare Organization's policies and procedures, and manuals.
9. Provider agrees to comply with the Medicare Organization's policies and procedures including the Medicare Organization's payment, billing and reimbursement policies, the Medicare Organization's contractual obligations to CMS, and all applicable federal, state and local laws, rules and regulations, now or hereafter in effect including Medicare laws, regulations, reporting requirements and CMS instruction, including, Member appeal and dispute resolution procedures related to Covered Services provided to a Member. To the extent that Provider is involved in the administration or delivery of Medicare prescription drug benefits under Medicare Part D of the MA PPO Program, Provider shall comply with federal laws and regulations governing Medicare Part D coverage determinations, grievances and appeals, and formulary exceptions, and acknowledges that these requirements are separate and distinct from the appeals and grievances requirements under Medicare Part C of the MA PPO Program. Provider agrees to comply with federal laws and regulations designed to prevent or ameliorate fraud, waste, and abuse, including, but not limited to, applicable provisions of federal criminal law, the False Claims Act, the anti-kickback statute; and Health Insurance Portability and Accountability Act of 1996 ("HIPAA") administrative simplification rules.
10. Provider agrees to incorporate into this contract such other terms and conditions as CMS may find necessary and appropriate, including amendments to CMS rules, regulations and guidance.
11. Provider shall have a compliance plan that includes: (1) measures to detect, correct, and prevent fraud, waste, and abuse; and (2) written policies, procedures, and standards of conduct articulating Provider's commitment to comply with all applicable federal and state standards. Provider is responsible for compliance training and education, for itself and its employees, that includes procedures for effective internal monitoring and auditing. Provider shall allow DenteMax to maintain appropriate oversight of Provider's training efforts under its compliance plan. DenteMax agrees to assist Provider as appropriate with education and training materials relating to this Agreement.
12. Nothing in the Agreement is intended to prohibit or restrict Provider from advising or advocating on behalf of a member regarding: (1) member's health status, medical care, or treatment options (including alternative treatments that may be self-administered), including providing sufficient information to member to provide an opportunity to decide among all relevant treatment options; (2) the risks, benefits and consequences of treatment or non-treatment; and (3) the opportunity for member to refuse treatment and express preferences about future treatment decisions. Provider must provide information regarding treatment options in a culturally competent manner, including the option of no treatment. Provider must assure that individuals with disabilities are furnished with effective communications in making decisions regarding treatment options.
13. Neither Provider nor Provider's employees shall request, demand, require or otherwise seek, directly or indirectly, the termination of any member's coverage based upon member's need for or utilization of medically required services, or in order to gain financially or otherwise from such termination. Provider may request a termination of coverage for a member for reasons of fraud, disruption of medical services, or failure to follow Provider's orders, or for any of the

reasons specified by CMS for mandatory disenrollment. Provider agrees that the Medicare Organization shall have sole and ultimate authority to request termination of a member's coverage, and Provider understands any requested termination is subject to prior approval by CMS.

14. Provider shall internally monitor and audit its responsibilities and activities with respect to such administration and delivery of health care services under this Agreement. Provider shall take corrective action to remedy any deficiencies found as appropriate. Upon request, Provider shall provide DenteMax and the Medicare Organization with the results of any audits related to the provision of services to members.
15. Provider agrees to provide DenteMax with encounter data and other informational data sufficient to meet DenteMax's reporting obligations to the Medicare Organization and to monitor Provider's performance under this Agreement as required by law. Provider certifies, based on best knowledge, information, and belief, the accuracy, completeness, and truthfulness of any data Provider shall submit to DenteMax that characterizes the context and purposes of each service provided to a member by Provider or characterizes the functional limitations of members.
16. Provider shall accept DenteMax's reimbursement, pursuant to one or more Exhibits or Attachments attached to this Agreement, as payment in full for the rendering of Covered Services to the Medicare Organization's Medicare members. Provider hereby agrees that in no event, including, but not limited to, nonpayment, the insolvency of DenteMax, or breach of this Agreement, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a member or persons acting on behalf of a member for Covered Services.
17. Provider agrees to meet the credentialing and re-credentialing criteria, standards, and policies established by DenteMax, and reviewed and approved by the Medicare Organization, as may be amended from time to time. Provider shall comply with all credentialing and re-credentialing requirements set forth by CMS. These standards include maintenance of acceptable levels of any required liability insurance. DenteMax retains sole discretion to determine whether Provider shall be accepted as a participating provider pursuant to its policies, rules, procedures, and contracting and credentialing standards.
18. DenteMax requires that payors shall promptly make payment on each timely Clean Claim for Covered Services rendered to a Member within thirty (30) days of receipt. All payments shall be made in accordance with DenteMax reimbursement policies. Claims paid beyond this time frame will be paid statutory interest commencing on the 31st day.

A clean claim is a claim that: (1) has no defect, impropriety, or lack of any required substantiating documentation or particular circumstance requiring special treatment that prevents timely payment; and (2) otherwise conforms to the clean claim requirements for equivalent claims under original Medicare.
19. Provider shall notify DenteMax, in writing, immediately of: (a) any termination, suspension, limitation, voluntary surrender, or restriction of Provider's professional license, accreditation, certification, permit, or other governmental authorization; (b) failure to maintain any insurance as required herein; (c) Provider's or any of its affiliates' or principal employees' conviction of a felony or any other criminal charge involving the provision of Covered Services; (d) any disciplinary action taken by a state licensing board, the Drug Enforcement Agency ("DEA"), if applicable, or other governmental agency; (e) Provider's suspension or exclusion from participation in a Federal health care program as defined in 42 USC 1320a-7b(f) or a Federal procurement program; or (f) any other legal, governmental, or other action or event which may materially impair the Provider's ability to perform any duties and obligations under this Agreement.
20. DenteMax may unilaterally amend the Provider Agreement or its policies and procedures at any time to comply with changes in regulatory and policy requirements affecting Provider related to the Medicare Organization's Medicare Advantage Program by providing written or electronic notice of any such amendment to Provider along with the effective date of the amendment.



Oneida Business Committee Agenda Request

1. Meeting Date Requested: 8 / 26 / 15

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

Faronics Technologies USA contract needs BC approval - limited waiver of sovereign immunity.

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor:

Sharon Mousseau, School Superintendent
Your Name, Title / Dept. or Tribal Member

Additional Requestor:

Debra Danforth, School Board Chair
Name, Title / Dept.

Additional Requestor:

Name, Title / Dept.

ONEIDA LAW OFFICE

CONFIDENTIAL: ATTORNEY/CLIENT WORK PRODUCT

TO: Debbie Reiter-Mehojah
School Administration

Use this number on future correspondence:

FROM: Patricia M. Stevens Garvey, Staff Attorney



2015-0779

DATE: August 11, 2015

RE: Faronics Technologies USA

Purchasing Department Use

Contract Approved

Contract Not Approved

(see attached explanation)

If you have any questions or comments regarding this review, please call 869-4327.

The attached agreement, contract, policy and/or guaranty has been reviewed by the Oneida Law Office for legal content only. Please note the following:

- ✓ The document is in appropriate legal form. *(Execution is a management decision.)*
- ✓ Requires Business Committee approval prior to execution, pursuant to ¶ 19 of the attached Terms of Use. "All legal proceedings arising out of or in connection with this Agreement shall be brought solely in Singapore. You expressly submit to the exclusive jurisdiction of said courts and consents to extra-territorial service of process." This provision is a waiver of the Tribe's sovereign immunity.

Login (<https://deepfreeze.com/Account/Login>) | Labs Login (<http://www2.faronics.com/en/login.aspx>)
| Request a Call



(<http://www.faronics.com/>)



(/partner-portal)

Choose a Language:

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12. Use of Information.

We reserve the right, and you authorize us, to the use and assignment of all information regarding Site uses by you and all information provided by you in any manner consistent with our Privacy Policy (<http://www.faronics.com/privacy-policy/>).

13. Third-Party Services.

We may allow access to or advertise third-party merchant sites ("Merchants") from which you may purchase certain goods or services. You understand that we do not operate or control the products or services offered by Merchants. Merchants are responsible for all aspects of order processing, fulfillment, billing and customer service. We are not a party to the transactions entered into between you and Merchants. You agree that use of such Merchants is AT YOUR SOLE RISK AND IS WITHOUT WARRANTIES OF ANY KIND BY US, EXPRESSED, IMPLIED OR OTHERWISE INCLUDING WARRANTIES OF TITLE, FITNESS FOR PURPOSE, MERCHANTABILITY OR NON-INFRINGEMENT. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY DAMAGES ARISING FROM THE TRANSACTIONS BETWEEN YOU AND MERCHANTS OR FOR ANY INFORMATION APPEARING ON MERCHANT SITES OR ANY OTHER SITE LINKED TO OUR SITE.

14. Third-Party Merchant Policies.

All rules, policies (including privacy policies) and operating procedures of Merchants will apply to you while on such sites. We are not responsible for information provided by you to Merchants. We and the Merchants are independent contractors and neither party has authority to make any representations or commitments on behalf of the other.

15. Privacy Policy.

Our Privacy Policy (<http://www.faronics.com/privacy-policy/>), as it may change from time to time, is a part of this Agreement.

16. Payments.

You represent and warrant that if you are purchasing something from any of our Faronics sites or from Merchants that (i) any credit information you supply is true and complete, (ii) charges incurred by you will be honoured by your credit card company, and (iii) you will pay the charges incurred by you at the posted prices, including any applicable taxes.

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The Site may contain links to other Web sites. We are not responsible for the content, accuracy or opinions express in such Web sites, and such Web sites are not investigated, monitored or checked for accuracy or completeness by us. Inclusion of any linked Web site on our Site does not imply approval or endorsement of the linked Web site by us. If you decide to leave our Site and access these third-party sites, you do so at your own risk.

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The Site contains information and press releases about us. While this information was believed to be accurate as of the date prepared, we disclaim any duty or obligation to update this information or any press releases. Information about companies other than ours contained in the press release or otherwise, should not be relied upon as being provided or endorsed by us.

19. Miscellaneous.

This Agreement shall be treated as though it were executed and performed in Singapore, and shall be governed by and construed in accordance with the laws of the Singapore (without regard to conflict of law principles). Any cause of action by you with respect to the Site (and/or any information, products or services related thereto) must be instituted within 30 days after the cause of action arose or be forever waived and barred. All actions shall be subject to the limitations set forth in Section 8 and Section 10. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against either party. All legal proceedings arising out of or in connection with this Agreement shall be brought solely in Singapore. You expressly submit to the exclusive jurisdiction of said courts and consents to extra-territorial service of process. Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. To the extent that anything in or associated with the Site is in conflict or inconsistent with this Agreement, this Agreement shall take precedence. Our failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision.

Faronics Computer Utility Software

- (<http://www.faronics.com/all-products/>)
- [Deep Freeze \(/products/deep-freeze/\)](/products/deep-freeze/)
 - [Deep Freeze Cloud \(/deep-freeze-cloud/\)](/deep-freeze-cloud/)
 - [Deep Freeze Cloud Connector \(/deep-freeze-cloud-connector/\)](/deep-freeze-cloud-connector/)
 - [Anti-Virus \(/endpoint-security/?tab=AntiVirus\)](/endpoint-security/?tab=AntiVirus)
 - [Anti-Executable \(/endpoint-security/?tab=Application-Lockdown\)](/endpoint-security/?tab=Application-Lockdown)
 - [WINSelect \(/endpoint-security/?tab=User-Lockdown\)](/endpoint-security/?tab=User-Lockdown)
 - [Insight \(/products/insight/\)](/products/insight/)
 - [Power Save \(/products/power-save/\)](/products/power-save/)

Library

- (<http://www.faronics.com/document-library/>)
- [Product Brochures \(/document-library?doctype=doc_product_brochures\)](/document-library?doctype=doc_product_brochures)
 - [Product Specsheets \(/document-library?doctype=doc_prod_data_sheet&qcAC=1\)](/document-library?doctype=doc_prod_data_sheet&qcAC=1)
 - [Case Study \(/document-library?doctype=doc_case_study&qcAC=1\)](/document-library?doctype=doc_case_study&qcAC=1)

Industry Solutions

- [Education \(/industry/education/\)](/industry/education/)
- [Aviation and Maintenance \(/industry/aviationandmaintenance/\)](/industry/aviationandmaintenance/)
- [Credit Union \(/industry/credit-union/\)](/industry/credit-union/)
- [Dealerships \(/industry/dealerships/\)](/industry/dealerships/)
- [Healthcare \(/industry/healthcare-5/\)](/industry/healthcare-5/)
- [Insurance \(/industry/insurance/\)](/industry/insurance/)
- [Real Estate \(/industry/realestate/\)](/industry/realestate/)
- [Retail \(/industry/retail/\)](/industry/retail/)
- [Telecommunication \(/industry/telecommunication/\)](/industry/telecommunication/)
- [Transportation \(/industry/transportation/\)](/industry/transportation/)
- [TV & Media Production \(/industry/tvmediaproduction/\)](/industry/tvmediaproduction/)

About

- (<http://www.faronics.com/company/overview/>)
- [Overview \(/company/#company_aboutus\)](/company/#company_aboutus)
 - [Our Customers \(/company/#our_customer\)](/company/#our_customer)
 - [Testimonials \(/company/#company_testimonial\)](/company/#company_testimonial)
 - [Blog \(/blog/\)](/blog/)

- Getting Started Guide (/document-library?doctype=doc_get_started_guide&qcAC=1)
- Product Data Sheet (/document-library?doctype=doc_technical_paper&qcAC=1)
- User Guide (/document-library?doctype=doc_user_guide&qcAC=1)
- Demos & videos (/document-library?doctype=doc_videos&qcAC=1)
- Webinar (/document-library?doctype=doc_webinar&qcAC=1)
- White Papers (/document-library?doctype=doc_white_paper&qcAC=1)
- Release Notes (/document-library?doctype=doc_release_notes&qcAC=1)
- Affiliations (/company/#company_affiliation)
- Press Room (/press-room/)
- Careers (/company/careers/)

Contact Us

(<http://www.faronics.com/company/contact/>)

Sales Inquiries:

1-800-943-6422

sales@faronics.com (<mailto:sales@faronics.com>)

Tech Support:

1-800-943-6422 Ext. 1

1-604-637-3333 Ext. 1

support@faronics.com

(<mailto:support@faronics.com>)

Partner Portal

(<http://www.faronics.com/partner-portal/>)

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Terms of Use (<http://www.faronics.com/terms-use/>) | Sitemap (<http://www.faronics.com/sitemap/>)

f (<http://www.facebook.com/faronics>) **t** (<http://www.twitter.com/faronics>) **in**

(<http://www.linkedin.com/company/faronics-corporation>) **rss** (/feed/) **g+**

(<https://plus.google.com/117435109229183214111/posts>) **yt** (<http://www.youtube.com/user/faronics>)

CONTRACT

This agreement entered into by and between the Oneida Tribe of Indians of Wisconsin, whose mailing address is P.O. Box 365, Oneida, Wi. 54155, hereinafter referred to as the "Tribe", and

Name: Faronics Technologies USA
 Address: 5506 Sunol Blvd Suite 202, Pleasanton, CA
 Federal ID Number: _____
 (or Social Security Number for self-employed)

Vendor Number: 124609

Hereinafter referred to as Contractor, do hereby mutually agree and covenants as follows:

A. *Term.* The length of this contract is from the 19 day of August, 20 15 to the 18 day of August, 20 16. The terms of this contract shall be effective with the signing of both parties and shall conclude with the satisfactory completion of the proposed services and/or deliverables. No work may be commenced under this contract until all parties have signed and appropriate approvals have been obtained.

B. *Services/Deliverables.* The Independent Contractor shall be responsible for providing the following services and deliverables:

Attachment A, attached and incorporated herein Listed herein

C. *Consideration.* The tribe agrees to pay \$2,666.00 for the acceptable work of the Contractor upon submission of an invoice along with any deliverables.

Attachment B, attached and incorporated herein Listed herein

D. *Ownership of Work Product.* Results from services and/or deliverables, related documentation, copyrightable works, intellectual property, inventions and other works rendered or created in performance of this contract are the property of the Tribe and must be tendered for payment and is the exclusive property of the tribe.

E. *Vendor's Fee.* Contractor must comply with all Oneida licensing requirements prior to commencing any work under this agreement. To be in compliance with the Oneida Vendor's Licensing Ordinance, an annual fee may be required.

F. *Non-Disclosure.* No information resulting from this Agreement or made accessible to the Independent Contractor may be communicated to any third party for any purpose without the express written permission of the Tribe.

G. *Confidentiality.* Both parties recognize and acknowledge that this Agreement creates a confidential relationship between the Tribe and the Independent Contractor. Information exchanged, whether written, oral or otherwise is confidential in nature. Independent Contractor agrees not to use, directly or indirectly, for its benefit or for the benefit of others, during the term of this Agreement, or anytime thereafter, any confidential information which is or may be acquired or developed in connection with or as a result of the Agreement.

H. *Warranties.* Independent Contractor represents and warrants to the Tribe that it has the experience and ability to perform the services and/or deliverables required by this Agreement; that it will perform in a professional manner, and that it has the power to enter into and perform this agreement.

I. *Indemnification.* Each party will indemnify and hold harmless the other party, its corporate affiliates, officers, directors, employees and agents, from and against all injuries, damages, losses and expenses, including reasonable attorney's fees, incurred or sustained by the indemnified party due, in whole or substantial part, to the negligence or breach of contract by the indemnifying party.

J. *Insurance.* Independent Contractor will obtain and maintain throughout the term of this Agreement motor vehicle insurance, which meets the Tribe's requirements. Independent Contractor will furnish certificates or adequate proof of said insurance.

K. *Workers Compensation.* The Contractor warrants and represents that it carries the appropriate works compensation policy coverage and that no persons employed or performing under the terms of this agreement are excluded under that coverage. Further the contractor agrees to and shall indemnify and hold the Tribe harmless against and from any and all loss, damages or costs incurred for any workers compensation claims including but not limited to attorneys fees. The contractor shall provide the Tribe with a copy of the contractor's workers compensation coverage policy prior to signing this agreement.

L. *Employment Taxes.* The Contractor shall be responsible for all withholding any other employment taxes due to any taxing authority.

M. *Approval.* Satisfactory completion of this contract shall be subject to the approval of Sharon Mousseau, School District Administrator

N. *Assignment, Subcontracting.* This agreement may not be assigned by either party for any reasons. Provided however, that with the prior written approval of the Tribe, this does not bar the Contractor from sub-contracting any or all work under this contract, further provided, that all terms, limitations, and requirements of this Agreement shall be applicable to any sub-contractor.

O. *Termination.* This agreement may be terminated upon reasonable advance written notice by either party. In the event of termination, no payment of services shall be

rendered unless the service or deliverable was rendered or product prior to receipt of notice of termination.

P. *Conflict or Interest.* Contractor has signed the Conflict of Interest form and certifies that there are no known conflicts that would interfere with the contract. A conflict arising from this contract is signed shall be known to the Tribe. A conflict arising after the signing of this contract will allow the Tribe to terminate this contract immediately, or as may be deemed reasonable appropriate by the Tribe.

Q. *Employment Status.* Contractor represents that he/she is not currently an employee of the Oneida Tribe of Indians of Wisconsin.

R. *Validity of contract.* This contract not valid prior to review and approval by the Oneida Law Office.

S. *Entire Agreement.* This Agreement, together with its attachments, reflects and contains the entire understanding between parties.

T. *Notice.* Notice required under this agreement may be sent to:

Tribe:
Attn: Sharon Mousseau
School District Administrator
Post Office Box 365
Oneida, WI 54155

Independent Contractor:

U. *Severability.* Should any provision of this Agreement, or part thereof, be held under any circumstances in any jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision of this Agreement or other part of such provision.

By signing below I agree to all terms of this contract.

Oneida Tribe of Indians of Wisconsin

Independent Contractor:

By: _____
(signature)

(signature)

Date: _____

Date: _____



Company: 5506 Sunol Blvd.
Suite 202
Pleasanton, CA 94566
United States

Created: 06-Apr-2015
Expiration: 06-May-2015
Quote #: 00060533

Prepared By: Travis Maldar
Email: tmaldar@faronics.com
Phone: (310) 691-2535
FAX: (800) 943-6488

License To: John Bestul
Email: jbestul@oneidanation.org

Bill To: Oneida Tribe of Indians of Wisconsin
909 Packerland Dr.
Green Bay, WI, 54303
United States

Licensee: Oneida Tribe of Indians of Wisconsin
909 Packerland Dr.
Green Bay, WI, 54303
United States

Confirm To:

End-User Pricing for Oneida Tribe of Indians of Wisconsin

Part #	Product	QTY	Price	Extended Price
INS0.NA2LA.VM1.C01.CR	Insight NA EDU Version Upgrade w/Maint 1yr	200	\$13.33	\$2,666.00

Total:	\$2,666.00
---------------	-------------------

Optional Items (may be substituted in main quote above)

Part #	Product	QTY	Price	Extended Price
INS0.NA2LA.VM3.C01.CR	Insight NA EDU Version Upgrade w/Maint 3yr	200	\$18.33	\$3,666.00

Applicable taxes depending on your geographical location may be added to your order.
Information on our Maintenance Package can be found here www.faronics.com/maintenance
All software will be electronically delivered via Faronics Labs www.faronicslabs.com.

CONSULTANT/CONTRACTOR
CONFLICT OF INTEREST
DISCLOSURE FORM

Attachment _____

<i>Please Check One</i>	
Consultant/Contractor	
<input checked="" type="checkbox"/>	is an employee
<input type="checkbox"/>	is not an employee

I, Gary Jones
(Name of Consultant/Contractor)

on behalf of Faronics, Inc.
(Name of Company, if any)

(The "Contractor"), declare this to be a full and complete disclosure of all conflicts of interest with the Oneida Tribe of Indians of Wisconsin (The "Oneida Tribe"). Conflict of interest means; any interest whether it be personal, financial, political, or otherwise, that conflicts with any right of the Oneida Tribe to property, information, or any other right to own and operate its enterprises, free from undisclosed competition or other violation of such rights of the Oneida Tribe. Therefore, I affirm to the best of my knowledge the following:

1. The Contractor is neither presently involved in, or is it contemplating any legal actions against the Oneida Tribe.
2. The Contractor is not presently involved in any activity or has any outside interests that conflict or suggest a potential conflict with the Oneida Tribe.
3. The Contractor is neither involved in nor does it own any business investments which are related to or connected with the Oneida Tribe, its programs, departments, or enterprises.
4. Neither the Contractor, nor any of its representatives, holds any positions as director or officer in any public or private groups, firms, organizations, or other entities which are substantially or wholly owned by the Oneida Tribe. No representative of the contractor sits on any board, commission, or committee of the Oneida Tribe. No officer or director of the company has any conflict as defined above.
5. The Contract is neither applying for, nor receiving, any special services, grants, loans or other programs provided by the Oneida Tribe, and has no pending with the Oneida Tribe, except as herein disclosed and listed below:

(IF NONE, please check)

(Attach additional pages if necessary.)

During the term of the contract or any extension thereof, I will promptly report any situation which may involve, suggest or appear to suggest any conflict that I may have with the Oneida Tribe. If a conflict arises, I am informed and understand that the Oneida Tribe may in its sole discretion, terminate the contract without obligation to me. Further, failure to report any conflict shall also be cause to terminate my contract.

Signed:  Date: 8/4/15

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 8 / 26 / 15

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

rSchoolToday contract requires BC approval- limited waiver of sovereign immunity.

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor: Sharon Mousseau, School Superintendent
Your Name, Title / Dept. or Tribal Member

Additional Requestor: Debra Danforth, School Board Chair
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

ONEIDA LAW OFFICE

CONFIDENTIAL: ATTORNEY/CLIENT WORK PRODUCT

TO: Debbie Reiter-Mehojah
School Administration

Use this number on future correspondence:

2015-0790

FROM: Patricia M. Stevens Garvey, Staff Attorney

DATE: August 11, 2015

RE: rSchoolToday

<u>Purchasing Department Use</u>
<input type="checkbox"/> Contract Approved
<input type="checkbox"/> Contract Not Approved
<i>(see attached explanation)</i>

If you have any questions or comments regarding this review, please call 869-4327.

The attached agreement, contract, policy and/or guaranty has been reviewed by the Oneida Law Office for legal content only. Please note the following:

- ✓ The document is in appropriate legal form. *(Execution is a management decision.)*
- ✓ Requires Business Committee approval prior to execution, pursuant to ¶6.d) of Attachment A. This paragraph is a waiver of the Tribe's sovereign immunity.

CONTRACT

This agreement entered into by and between the Oneida Tribe of Indians of Wisconsin, whose mailing address is P.O. Box 365, Oneida, Wi. 54155, hereinafter referred to as the "Tribe", and

Name: rSchool Today
 Address: 355 West 4th St. Winona MN 55987
 Federal ID Number: _____
 (or Social Security Number for self-employed)

Vendor Number: _____

Hereinafter referred to as Contractor, do hereby mutually agree and covenants as follows:

A. *Term.* The length of this contract is from the 20 day of August, 2015 to the 20 day of August, 2016. The terms of this contract shall be effective with the signing of both parties and shall conclude with the satisfactory completion of the proposed services and/or deliverables. No work may be commenced under this contract until all parties have signed and appropriate approvals have been obtained.

B. *Services/Deliverables.* The Independent Contractor shall be responsible for providing the following services and deliverables:

Attachment A, attached and incorporated herein Listed herein

C. *Consideration.* The tribe agrees to pay \$250.00 for the acceptable work of the Contractor upon submission of an invoice along with any deliverables.

Attachment B, attached and incorporated herein Listed herein

D. *Ownership of Work Product.* Results from services and/or deliverables, related documentation, copyrightable works, intellectual property, inventions and other works rendered or created in performance of this contract are the property of the Tribe and must be tendered for payment and is the exclusive property of the tribe.

E. *Vendor's Fee.* Contractor must comply with all Oneida licensing requirements prior to commencing any work under this agreement. To be in compliance with the Oneida Vendor's Licensing Ordinance, an annual fee may be required.

F. *Non-Disclosure.* No information resulting from this Agreement or made accessible to the Independent Contractor may be communicated to any third party for any purpose without the express written permission of the Tribe.

G. *Confidentiality.* Both parties recognize and acknowledge that this Agreement creates a confidential relationship between the Tribe and the Independent Contractor. Information exchanged, whether written, oral or otherwise is confidential in nature. Independent Contractor agrees not to use, directly or indirectly, for its benefit or for the benefit of others, during the term of this Agreement, or anytime thereafter, any confidential information which is or may be acquired or developed in connection with or as a result of the Agreement.

H. *Warranties.* Independent Contractor represents and warrants to the Tribe that it has the experience and ability to perform the services and/or deliverables required by this Agreement; that it will perform in a professional manner, and that it has the power to enter into and perform this agreement.

I. *Indemnification.* Each party will indemnify and hold harmless the other party, its corporate affiliates, officers, directors, employees and agents, from and against all injuries, damages, losses and expenses, including reasonable attorney's fees, incurred or sustained by the indemnified party due, in whole or substantial part, to the negligence or breach of contract by the indemnifying party.

J. *Insurance.* Independent Contractor will obtain and maintain throughout the term of this Agreement motor vehicle insurance, which meets the Tribe's requirements. Independent Contractor will furnish certificates or adequate proof of said insurance.

K. *Workers Compensation.* The Contractor warrants and represents that it carries the appropriate workers compensation policy coverage and that no persons employed or performing under the terms of this agreement are excluded under that coverage. Further the contractor agrees to and shall indemnify and hold the Tribe harmless against and from any and all loss, damages or costs incurred for any workers compensation claims including but not limited to attorneys fees. The contractor shall provide the Tribe with a copy of the contractor's workers compensation coverage policy prior to signing this agreement.

L. *Employment Taxes.* The Contractor shall be responsible for all withholding any other employment taxes due to any taxing authority.

M. *Approval.* Satisfactory completion of this contract shall be subject to the approval of Sharon Mousseau _____, School District Administrator

N. *Assignment, Subcontracting.* This agreement may not be assigned by either party for any reasons. Provided however, that with the prior written approval of the Tribe, this does not bar the Contractor from sub-contracting any or all work under this contract, further provided, that all terms, limitations, and requirements of this Agreement shall be applicable to any sub-contractor.

O. *Termination.* This agreement may be terminated upon reasonable advance written notice by either party. In the event of termination, no payment of services shall be

rendered unless the service or deliverable was rendered or product prior to receipt of notice of termination.

P. *Conflict or Interest.* Contractor has signed the Conflict of Interest form and certifies that there are no known conflicts that would interfere with the contract. A conflict arising from this contract is signed shall be known to the Tribe. A conflict arising after the signing of this contract will allow the Tribe to terminate this contract immediately, or as may be deemed reasonable appropriate by the Tribe.

Q. *Employment Status.* Contractor represents that he/she is not currently an employee of the Oneida Tribe of Indians of Wisconsin.

R. *Validity of contract.* This contract not valid prior to review and approval by the Oneida Law Office.

S. *Entire Agreement.* This Agreement, together with is attachments, reflects and contains the entire understanding between parties.

T. *Notice.* Notice required under this agreement may be sent to:

Tribe:
Attn: Sharon Mousseau
School District Administrator
Post Office Box 365
Oneida, WI 54155

Independent Contractor:

U. *Severability.* Should any provision of this Agreement, or part thereof, be held under any circumstances in any jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision of this Agreement or other part of such provision.

By signing below I agree to all terms of this contract.

Oneida Tribe of Indians of Wisconsin

Independent Contractor:

By: _____
(signature)

(signature)

Date: _____

Date: _____

CONSULTANT/CONTRACTOR
CONFLICT OF INTEREST
DISCLOSURE FORM

Attachment _____

<p><i>Please Check One</i></p> <p>Consultant/Contractor</p> <p><input type="checkbox"/> is an employee</p> <p><input checked="" type="checkbox"/> is not an employee</p>
--

I, Ray Dretske , on behalf of rSchoolToday

(Name of Consultant/Contractor)

(Name of Company, if any)

(The "Contractor"), declare this to be a full and complete disclosure of all conflicts of interest with the Oneida Tribe of Indians of Wisconsin (The "Oneida Tribe"). Conflict of interest means; any interest whether it be personal, financial, political, or otherwise, that conflicts with any right of the Oneida Tribe to property, information, or any other right to own and operate its enterprises, free from undisclosed competition or other violation of such rights of the Oneida Tribe. Therefore, I affirm to the best of my knowledge the following:

1. The Contractor is neither presently involved in, or is it contemplating any legal actions against the Oneida Tribe.
2. The Contractor is not presently involved in any activity or has any outside interests that conflict or suggest a potential conflict with the Oneida Tribe.
3. The Contractor is neither involved in nor does it own any business investments which are related to or connected with the Oneida Tribe, its programs, departments, or enterprises.
4. Neither the Contractor, nor any of its representatives, holds any positions as director or officer in any public or private groups, firms, organizations, or other entities which are substantially or wholly owned by the Oneida Tribe. No representative of the contractor sits on any board, commission, or committee of the Oneida Tribe. No officer or director of the company has any conflict as defined above.
5. The Contract is neither applying for, nor receiving, any special services, grants, loans or other programs provided by the Oneida Tribe, and has no pending with the Oneida Tribe, except as herein disclosed and listed below:

(IF NONE, please check X)

(Attach additional pages if necessary.)

During the term of the contract or any extension thereof, I will promptly report any situation which may involve, suggest or appear to suggest any conflict that I may have with the Oneida Tribe. If a conflict arises, I am informed and understand that the Oneida Tribe may in its sole discretion, terminate the contract without obligation to me. Further, failure to report any conflict shall also be cause to terminate my contract.

Signed: Ray Dretske Date: 8/10/2015

Attachment A

rSchoolToday
355 West 4th Street
Winona, MN 55987
952-960-4999



This Agreement is made and entered into as of the _____ day of June, 2015, by and between rSchoolToday, a Minnesota Corporation ("RST") and Oneida Tribe of Indians of Wisconsin (hereafter "TRIBE").

The parties hereby agree as follows:

1. Obligations of the Parties

rST and TRIBE will provide the services and in the time frames and under the Rules of Engagement outlined in Attachment A.

2. Commencement of Contract

The Services shall begin on July 15th, 2015.

3. Terms of Contract

As delineated in Attachment A.

4. Limitation of Liability

In no event shall either party be liable to the other party for any special, consequential, or indirect damages in connection with this agreement. Any damages shall be limited to the total fees paid within the most recent calendar year.

5. Notices

Any notices permitted or required hereunder shall be deemed given when deposited in the United States mail with postage prepaid and addressed as follows:

If to rST:
Distributed Website Corporation
355 West 4th Street
Winona, MN 55987

If to TRIBE:

NOTE: PLEASE SIGN AND SEND ALL PAGES OF THIS AGREEMENT TO: contracts@rschooldtoday.com AS SOON AS RST RECEIVES THE SIGNED CONTRACT, YOU WILL RECEIVE AN EMAIL FROM YOUR ACCOUNT MANAGER TO BEGIN THE SET UP PROCESS. RST NEEDS BOTH THE SIGNED CONTRACT AND THE COMPLETED SETUP FORM TO PROCEED WITH SETTING UP YOUR APPLICATION. PLEASE CONTACT contracts@rschooldtoday.com IF YOU HAVE ANY QUESTIONS ABOUT YOUR SET-UP.

rSchoolToday
355 West 4th Street
Winona, MN 55987
952-960-4999



6. General Provisions

a) This agreement contains the full understanding of the parties with respect to the subject matter hereof, and no waiver, alteration or modification of any of the provisions hereof shall be binding unless in writing and signed by officers of both parties.

b) Neither party to this agreement may assign its rights or obligations under this agreement without the express prior written consent of the other party, such consent not to be unreasonably withheld or delayed, except that the obligations of RST under this agreement may be provided or fulfilled by any parent, subsidiary, affiliate, successor corporation or subcontractor of RST so long as RST or its successor or its affiliate assumes full responsibility for such obligations.

c) Each party represents that the individual executing this agreement on its behalf has the requisite power and authority to do so and that this agreement constitutes the valid and binding obligation of its corporation.

d) In the event that either party brings an action against the other party to enforce the terms and conditions of this agreement, the prevailing party shall be entitled to recover its reasonable costs and expenses, including reasonable attorney's fees, incurred in connection therewith.

7. Force Majeure

Neither party shall be liable for failure to fulfill its obligations under this agreement if such failure is due to any cause or condition beyond such party's reasonable control, such as: natural disaster, acts of God, strikes, fire, floods, war, riot, electrical power failure, computer viruses, hardware failure,

NOTE: PLEASE SIGN AND SEND ALL PAGES OF THIS AGREEMENT TO: contracts@rschooltoday.com AS SOON AS RST RECEIVES THE SIGNED CONTRACT, YOU WILL RECEIVE AN EMAIL FROM YOUR ACCOUNT MANAGER TO BEGIN THE SET UP PROCESS.

RST NEEDS BOTH THE SIGNED CONTRACT AND THE COMPLETED SETUP FORM TO PROCEED WITH SETTING UP YOUR APPLICATION. PLEASE CONTACT contracts@rschooltoday.com IF YOU HAVE ANY QUESTIONS ABOUT YOUR SET-UP.

rSchoolToday
355 West 4th Street
Winona, MN 55987
952-960-4999



bandwidth supplier failures, decrees of governmental bodies or communications failure.

IN WITNESS WHEREOF, the parties have executed and delivered this agreement, on the day first above written.

Distributed Website Corporation (rST)

By: _____
Name: Ray Dretske
Title: President and CEO

Oneida Tribe of Indians of Wisconsin (TRIBE):

By: _____

Date:

Name:

Title:

PO Number:

Email:

Phone Number:

Prepared by Anne Moon

Attachment A
Services, Terms and Grants

1.0) Services

NOTE: PLEASE SIGN AND SEND ALL PAGES OF THIS AGREEMENT TO: contracts@rschooltoday.com AS SOON AS RST RECEIVES THE SIGNED CONTRACT, YOU WILL RECEIVE AN EMAIL FROM YOUR ACCOUNT MANAGER TO BEGIN THE SET UP PROCESS. RST NEEDS BOTH THE SIGNED CONTRACT AND THE COMPLETED SETUP FORM TO PROCEED WITH SETTING UP YOUR APPLICATION. PLEASE CONTACT contracts@rschooltoday.com IF YOU HAVE ANY QUESTIONS ABOUT YOUR SET-UP.

rSchoolToday
355 West 4th Street
Winona, MN 55987
952-960-4999



rST will provide the following services to TRIBE for use in facilitating more efficient operations:

rSchoolToday Activity Scheduler

2.0) Costs

2.1) Activity Scheduler \$250.00
\$1 per HS MS Student w/ \$250 min and \$499 max annually

Conference: www.m-oconference.org
Schedule Migration: **TBD**

2.2) TeamSite Free
Sample: www.centralcobblers.com

2.3) Customer Support – Technical Support
Unlimited customer support and technical support is always FREE to our schools.

NOTE: PLEASE SIGN AND SEND ALL PAGES OF THIS AGREEMENT TO: contracts@rschooltoday.com
AS SOON AS RST RECEIVES THE SIGNED CONTRACT, YOU WILL RECEIVE AN EMAIL FROM YOUR ACCOUNT
MANAGER TO BEGIN THE SET UP PROCESS.
RST NEEDS BOTH THE SIGNED CONTRACT AND THE COMPLETED SETUP FORM TO PROCEED WITH SETTING UP
YOUR APPLICATION. PLEASE CONTACT contracts@rschooltoday.com IF YOU HAVE ANY QUESTIONS ABOUT
YOUR SET-UP.

rSchoolToday
 355 West 4th Street
 Winona, MN 55987
 952-960-4999



3.0) Options & Add-ons

3.1) Upcoming Event Widget

- Add to your school/activity homepage
- Able to Click on events for more details
- \$95 set up
- \$95 annual maintenance

Upcoming Events

03 Nordic Skiing - Varsity
 10:00AM -
 -Rescheduled to 01-24-15

03 Wrestling IV
 10:00AM -
 12:00PM

03 Dance - Varsity
 12:00PM -
 12:00PM

03 Salmon Run - Boys Varsity
 12:00PM - 1:00PM

03 Wrestling - Varsity
 10:00AM -

05 Basketball - Boys 5th
 1:00PM -

05 Basketball - Boys 7th
 1:00PM -

06 Nordic Skiing - Varsity
 2:00PM -

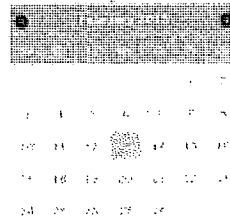
06 Hockey - Boys IV
 3:30PM -

06 Basketball - Boys 10th
 4:45PM -

3.2) Calendar Icon Widget

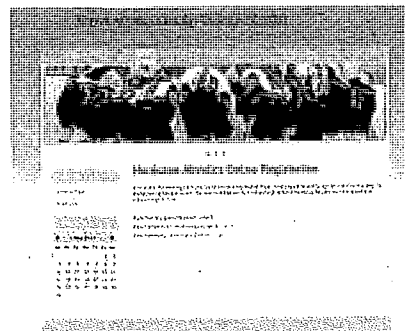
- Opens Activity Scheduler to date selected
- One Time Set Up \$45 per widget

School Calendar



3.3) Activity Registration

- Writes registration data to Activity Scheduler
- Remembers form submissions for families
- Activity Fee payment with family/individual maximums and special rates
- Upload physicals
- Year one \$690
- Subsequent Years \$390



NOTE: PLEASE SIGN AND SEND ALL PAGES OF THIS AGREEMENT TO: contracts@rschooltoday.com
 AS SOON AS RST RECEIVES THE SIGNED CONTRACT, YOU WILL RECEIVE AN EMAIL FROM YOUR ACCOUNT
 MANAGER TO BEGIN THE SET UP PROCESS.
 RST NEEDS BOTH THE SIGNED CONTRACT AND THE COMPLETED SETUP FORM TO PROCEED WITH SETTING UP
 YOUR APPLICATION. PLEASE CONTACT contracts@rschooltoday.com IF YOU HAVE ANY QUESTIONS ABOUT
 YOUR SET-UP.

rSchoolToday
355 West 4th Street
Winona, MN 55987
952-960-4999



4.0) Training (Billed as Utilized)

rSchoolToday offers hands on or presentation style training both onsite or via interactive Web Conference (with on-screen and conference call interaction.)

<u>Web Conference Format</u>	<u>Cost</u>
w/ Trainer	\$80/hr
w/ Senior Product Specialist	\$95/hr

<u>On Site Training (per day)</u> <u>4 hour min.</u>	<u>First 4 hr Block</u>	<u>Additional</u> <u>Hours</u>
w/ Trainer	\$500	\$100/hr
w/ Senior Product Specialist	\$600	\$135/hr

For LARGE sessions of more than 30 attendees, please contact us for a cost quote and suggestions on the optimal training methodology.

*On-Site travel expenses are extra, including hourly travel time.
Onsite travel expenses can be quoted ahead of time.*

1.0) Cost Summary

Year One

<u>Program</u>	<u>Annual Cost</u>
Activity Scheduler	\$250.00

*Training billed as utilized

Subsequent Years

<u>Program</u>	<u>Annual Cost</u>
Activity Scheduler	\$250.00

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YOUR SET-UP.

rSchoolToday
 355 West 4th Street
 Winona, MN 55987
 952-960-4999



2.0) Included with the Service

rSchoolToday™ is a hosted service that TRIBE purchases from rST. It includes the following:

- The chosen rSchoolToday Services
- All Web Hosting and Maintenance
- Nightly Data Back-ups
- All Bug Fixes
- All Product Upgrades and New Features Included
- Unlimited Technical Support
- Generous Bandwidth*
- Generous Disk Space*

* Based on "usual and customary" usage.

3.0) Ownership and Copyright

rST owns all rights to the rSchoolToday services and TRIBE pays for the rSchoolToday service for its scheduling, publishing, registration, and marketing/promotional purposes. TRIBE owns all text content relating to the classes, locations, activities, staff, students, parents, and organizations of the School District. TRIBE agrees to allow rSchoolToday to provide Public view information (text, photos, audio, videos) to other entities, and rSchoolToday agrees to share evenly in the profits generated from so doing with TRIBE.

6.0) Term of Agreement

The term of this agreement shall begin on the commencement date and will automatically renew each year unless written notice is given to RST 30 days before the end of the term. Pricing is not guaranteed to remain the same. If there will be a price increase, RST will give TRIBE a minimum of 60 days written notice before the renewal date.

7.0) Payment

Payment is due within 30 days of receipt of an invoice. Other payment terms can be discussed if needed. Checks are made payable to:

rSchoolToday
 355 West 4th Street
 Winona, MN 55987
 Business Office Phone: 952-960-4999
 Business Office Fax: 763-592-8039
 Business Office Email: finance@dwebsite.net

Thank You!
Anne Moon

NOTE: PLEASE SIGN AND SEND ALL PAGES OF THIS AGREEMENT TO: contracts@rschooltoday.com
 AS SOON AS RST RECEIVES THE SIGNED CONTRACT, YOU WILL RECEIVE AN EMAIL FROM YOUR ACCOUNT MANAGER TO BEGIN THE SET UP PROCESS.
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Oneida Business Committee Agenda Request

1. Meeting Date Requested: 08 / 26 / 15

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

Select one of the presented options regarding the Oneida Business Committee meeting of November 11, 2015, or

Provide an alternative option for BC consideration.

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor: _____
Your Name, Title / Dept. or Tribal Member

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

Describe the purpose, background/history, and action requested:

To: Oneida Business Committee
 From: Lisa Summers, Tribal Secretary
 Date: August 18, 2015
 Re: Veteran's Day Holiday – November 11, 2015

This memorandum serves as a request to the Oneida Business Committee (OBC) to consider rescheduling the November 11, 2015 OBC meeting.

Background

In observance of Veteran's Day, Wednesday, November 11, 2105 all tribal offices are closed. This is also the same day of our regular session Business Committee meeting. This memorandum is to provide you with scheduling options to ensure we conduct business in a timely manner. Please review the scheduling options below:

Option A

* Executive Session on Monday, November 9, 2015 (would require cancellation of Operational Roundtable scheduled at 8:30 a.m.)

* Regular Session on Tuesday, November 10, 2015

Option B

* Executive Session on Tuesday, November 10, 2015

* Holiday on Wednesday, November 11, 2015

* Regular Session on Thursday, November 12, 2015 (would require cancellation or rescheduling of Quality of Life rescheduling of Quality of Life scheduled at 8:00 a.m.)

* If you wish to reschedule the Quality of Life meeting, it can be rescheduled from Thursday, November 12, 2015 to Friday, November 13, 2015

Option C

* Business Committee holds regular meeting as scheduled.

Proper notice will be provided to the operations and community after a decision has been made. Your consideration of one of the above options is appreciated. Thank you.

- 1) Save a copy of this form for your records.
- 2) Print this form as a *.pdf OR print and scan this form in as *.pdf.
- 3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 08 / 26 / 15

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

[Empty text box]

Agenda Header: Travel Report

Accept as Information only

Action - please describe:

Accept Travel Report for **Councilman Brandon Stevens - Haskell Board of Regents - Lawrence, KS - May 6-9, 2015**

3. Supporting Materials

Report Resolution Contract

Other:

1. [Empty text box]

3. [Empty text box]

2. [Empty text box]

4. [Empty text box]

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison: Brandon Stevens, Council Member

Primary Requestor: _____
Your Name, Title / Dept. or Tribal Member

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

Describe the purpose, background/history, and action requested:

This travel was approved at a regular BC meeting on April 22nd, 2015.

1) Save a copy of this form for your records.

2) Print this form as a *.pdf *OR* print and scan this form in as *.pdf.

3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

BUSINESS COMMITTEE TRAVEL REPORT



Traveler Name: Brandon Stevens
 Enter name(s) of other Travelers OR [SPACE BAR] to delete

Travel Event: Haskell Board of Regents Spring 2015 Meeting

Travel Location: Lawrence, KS

Departure Date: 05/06/2015 **Return Date:** 05/09/2015

Projected Cost: \$300.00 **Actual Cost:** \$214.38

Date Travel was Approved by OBC: 04/22/2015

Narrative/Background:

The Haskell Board of Regents represents the BIA designated 13 region's Tribal constituency in order to promote the interests of Haskell Indian University and its Student body which varies between 900-1000. My appointment to the Board is supported not only by BC resolution but GLITC and MAST resolutions. The mission of Haskell Indian Nations University is to build the leadership capacity of our students by serving as the leading institution of academic excellence, cultural and intellectual prominence, and holistic education to address the needs of Indigenous communities. Haskell Board of Regents is an excellent resource for Oneida in getting direct access to the BIE Director, Asst. Sec of DOI and Sec of DOI. As a Board we are able to effect change in Indian Education by representing Indian Country's voice in maintaining the government's trust and treaty responsibilities.

2015 Spring Regent meeting May 6-7th

The spring meeting is set during Haskell Commencement week and this year's keynote speaker was Secretary of the Dept of Interior Sally Jewell. Secretary Jewell set aside an hour for the Board to address concerns for the University in which amount to a commitment to vie for an increase for much needed facility funds. The highlights of the meeting were; Long range planning, the Haskell Foundation report, the Football team, designating Norbert Hill Jr. as my alternate and an update regarding Haskell's Accreditation progress. The goal of our long range planning is to seek comment from the Regions in attempt to gather information about immersing industries and meeting tribal employment capacity issues. The information attained will help guide Haskell's curriculum to meet Indian Country's need. The Haskell Foundation gave a report on the current status of the foundation and its future outreach campaign. The Board accepted the resolution that designated my alternate. The Administration

recommended reducing the 10 intercollegiate sports to 6 in response to budget shortfalls, the football team was one of the sports suggested. The Accreditation committee updated the progress of the Higher Learning Commission's review of the University.

Item(s) Requiring Attention:

Click here to enter text.

Requested Action:

Accept the travel report and close out travel.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 08 / 26 / 15

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

[Empty text box]

Agenda Header: Travel Report

Accept as Information only

Action - please describe:

Accept Travel Report for **Councilman Brandon Stevens - Board of Regents/Southwestern Indian Polytechnic Institute joint meeting - July 14-17, 2015**

3. Supporting Materials

Report Resolution Contract

Other:

1. [Empty text box]

3. [Empty text box]

2. [Empty text box]

4. [Empty text box]

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison: Brandon Stevens, Council Member

Primary Requestor: _____
Your Name, Title / Dept. or Tribal Member

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

Describe the purpose, background/history, and action requested:

This travel was approved via epoll on July 9th, 2015

1) Save a copy of this form for your records.

2) Print this form as a *.pdf *OR* print and scan this form in as *.pdf.

3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

BUSINESS COMMITTEE TRAVEL REPORT



Traveler Name: Brandon Stevens
 Enter name(s) of other Travelers OR [SPACE BAR] to delete

Travel Event: Haskell BOR & SIPI joint meeting

Travel Location: Albuquerque, NM

Departure Date: 07/14/2015 **Return Date:** 07/17/2015

Projected Cost: \$0.00 **Actual Cost:** \$0.00

Date Travel was Approved by OBC: 07/09/2015

Narrative/Background:

Joint Haskell/Southwestern Indian Polytechnic Institute(SIPI) Board meeting July 14-17.

This was the first meeting of the two oldest existing government educational institutional governing boards and was attended by BIE Director, Dr. Monte Russell. The purpose of the meeting was to coordinate efforts in both educational and budget allocation shortfalls. Haskell is allocated \$12.15 million for the annual operation of the University, \$13.48 million is the formula base budget number needed to run Haskell effectively. The take aways from the meeting were to establish an aggregate needs analysis(which is already create by each institution) for lobbying efforts as well as information to the Department of Interior's BIE/BIA. We also established a joint Haskell/SIPI transition team, I was appointed to Chair that would vet out options for a new University structure not under BIE/BIA. They're plenty of models to study; Westpoint, Howard University and possibly a 638 compact. The 638 compact would need a tribe to designate as the compacting tribe and the university as well as the transition team will receive BIE/BIA technical assistance through the vetting process.

On August 11th Higher Learning Commission reaffirmed the accreditation of Haskell Indian Nations University and set the next Reaffirmation of Accreditation for 2024-25. HLC accreditation ensures academic programs meet nationally recognized standards and is required for universities to receive federal funds for student financial aid and research. Haskell's previous 10-year accreditation by Higher Learning Commission was in 2005. All of Haskell's programs have been fully accredited since 1979.

Item(s) Requiring Attention:

Click here to enter text.

Requested Action:

Accept Travel Report and close out travel

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 08 / 26 / 15

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

BC approval of the travel report for Chairwoman Tina Danforth for attendance at the WEWIN Conference in Quapaw, OK, 08/16-08/21/15.

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor: _____
Your Name, Title / Dept. or Tribal Member

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

BUSINESS COMMITTEE TRAVEL REPORT



Traveler Name: Cristina Danforth
 Enter name(s) of other Travelers OR [SPACE BAR] to delete

Travel Event: WEWIN Conference

Travel Location: Quapaw, OK

Departure Date: 08/16/2015 **Return Date:** 08/21/2015

Projected Cost: \$1560.60 **Actual Cost:** Enter Cost

Date Travel was Approved by OBC: 06/24/2015

Narrative/Background:

The focus of WEWIN is to support roles of Women within their native communities. During a session on Ethics and Government workshop, I was made aware that there are 160 women from 567 recognized tribes in leadership. This number has increased roughly 30% over the last 35 years. As women increase their commitment to their tribes, these leadership numbers will continue to grow.

During the Transformation International: Social and Economic Development session the focus was on team building. That our believes turn into thoughts which turn into actions and end with results. Women typically are strong by nature and can do whatever they believe they can.

In addition to attending these seminars, I also attended the Dress for Success Fashion Show and rountable discussions regarding health care.

The sessions I held on Governance were attended by approximately 75 participants. Many had good questions regarding leadership and how to become a confident leader. Research and understanding contstituates are the most powerful tools available to our young women.

Item(s) Requiring Attention:

None

Requested Action:

BC approval of the travel report.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 08 / 26 / 15

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

[Empty text box]

Agenda Header: 9/8/15-9/11/15
Travel Request - BYS travel to Tribal Leaders Summit in Bismarck, ND ~~8/8-11/2015~~

Accept as Information only

Action - please describe:

Approve Travel Request

3. Supporting Materials

Report Resolution Contract

Other:

1. [] 3. []
2. [] 4. []

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison: Brandon Stevens, Council Member

Primary Requestor: _____
Your Name, Title / Dept. or Tribal Member

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

Describe the purpose, background/history, and action requested:

Councilman Stevens has been asked to sit on the panel for the Tribal Governance portion of the summit being held in Bismarck, ND September 8th - 11th, 2015. Some the topics that will be discussed on the panel include; Tribal constitutional reform or alternatives to reform, Tribal Code and Ordinance Development, Separation of Powers Concepts, Strengthening Tribal Sovereignty/Tribal Governance, Tribal Economic Development/Tribal Business Structures and Government to Government Relationships. Total cost of the trip is approximately \$900.00, the registration fee of \$500 has been waived.

- 1) Save a copy of this form for your records.
- 2) Print this form as a *.pdf *OR* print and scan this form in as *.pdf.
- 3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidation.org

Rhiannon R. Metoxen

From: Julie Desjarlais <jdesjarlais@uttc.edu>
Sent: Thursday, June 25, 2015 2:35 PM
To: Brandon L. Yellowbird-Stevens
Cc: Luann Poitra; Susan Keplin
Subject: United Tribes 19th Annual Tribal Leaders Summit
Attachments: save the date 03-19-15.pdf

Good Afternoon Brandon, the Summit Committee would like to thank you for accepting our invite to sit on the Tribal Governance panel at our 19th Annual Leaders' Summit September 8-10, 2015. Tribal Governance is scheduled for Tuesday, September 8th from 4:00-4:50 p.m. See Summit Website

Please send an updated bio/picture to my BIO committee, I'm cc'ing them on this email. **You are the experts!**...when I have received a bio/picture from each of the presenters on your panel, I'll introduce your co-panelists. I think we can get some rich discussion from each of the panels if they have enough time to collaborate and strategize on their topic "key talking points".

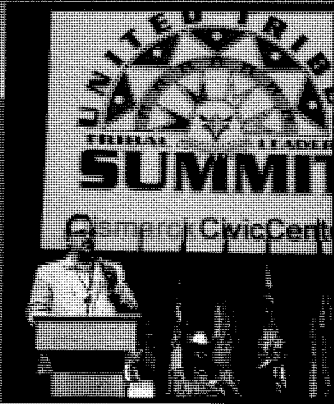
I'm attaching the Save the Date Card. Also the Summit Website Address for the Agenda at a Glance and registration form <http://summit.uttc.edu/>. As our invited panelists, your registration will be waived. We'll still need a registration form filled out for our recording purposes. Please write "Tribal Governance presenter" on your registration form. Take care, will visit soon.

Julie Desjarlais, Summit 2015 Chairwoman

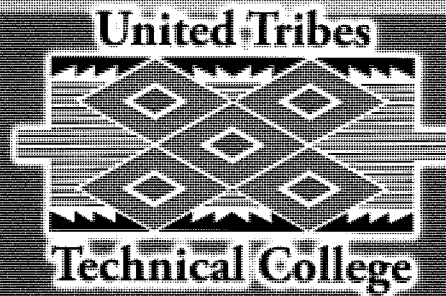
Julie Desjarlais
Online Outreach Coordinator

3315 University Drive
Bismarck, ND 58504

PH: 701-255-3285 x 1374
FAX: 701-224-7229
Email: jdesjarlais@uttc.edu



SAVE THE DATE



Strengthening Communities

19th Annual Summit and Trade Show

September 8-10, 2015

Tuesday, Wednesday and Thursday

Bismarck Event Center • Bismarck, ND 58504

46th Annual United Tribes Technical College International Powwow

September 10-13, 2015

UTTC Campus • Bismarck, ND 58504

REGISTER NOW!

www.uttc.edu

Early Bird

Registration Deadline

\$400 by July 15, 2015

\$500 after July 15, 2015

“Topics”

- ◆ Tribal Governance
- ◆ Law & Natural Resources
- ◆ Economic Development & Commerce
- ◆ Education
- ◆ Health & Human Services
- ◆ Housing
- ◆ Community & Culture
- ◆ Food Sovereignty
- ◆ Great Plains Youth Summit
- ◆ Concurrent Conferences
Tribal Technical Assistance Program (TTAP)

UNITED TRIBES WEEK

- ◆ Youth Day
September 11, 2015
- ◆ Diamond Legends Softball Tournament
September 11-13, 2015
- ◆ Golf Tournament
September 11, 2015
- ◆ Parade
September 12, 2015
- ◆ United Tribes Thunderbird Run
September 12, 2015
- ◆ Free Buffalo Feed
September 13, 2015

SAVE THE DATE • SAVE THE DATE • SAVE THE DATE

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 8 / 26 / 15

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

Third Quarter report for Governmental Services Division (GSD)

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor: _____
Your Name, Title / Dept. or Tribal Member

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

Describe the purpose, background/history, and action requested:

Attached is the Third Quarter report for Governmental Services Division. In addition to the report that focuses on customer outcomes, we have two programs that will share a brief highlight.

- 1) Save a copy of this form for your records.
- 2) Print this form as a *.pdf *OR* print and scan this form in as *.pdf.
- 3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

Governmental Services Division

Third Quarter Report

7/28/2015

Summary: The following document represents a continued improvement in performance reporting by GSD. The document reflects the continued upgrade and implementation of the Balanced Scorecard. This report continues to reflect the utilization of two sub-systems in human development. One system charts Wellness Services which GSD introduced in our 2009 Scorecard report. The other interdependent system charts Growth & Development Services.

Both systems identify stages of development, with targeted knowledge, skills and abilities and human development outcomes achieved, prior to moving on to the next stage of development. The following is a brief definition of KSA, as it applies to GSD Services.

KSA Description

Knowledge – Mastery of facts, range of information in subject matter area.

Skills – Proficiency, expertise, or competence in given area. For example, science, art, crafts, Culture/Language, social, employment.

Abilities – Demonstrated performance to use knowledge and skills when needed.

The Social Services department is also seeing movement towards providing direct service from a trauma informed care approach. Specifically, the Indian Child Welfare, Parenting, Foster Care and Child Support areas continue to work towards this approach to move families towards sustainability and wellness. Last month, the LOC has given direction for the Indian Child Welfare and related areas to move towards implementation of the Children's Code in the later part of 2017. Work will continue on this including realignment of job descriptions and duties along with the service delivery component. The department also applied for a Fatherhood grant that would complement the existing parenting services with inclusion of the fathering role in the Oneida community.

Preliminary discussions have occurred with the state providing pass-through dollars for IV-E reimbursable activities. This would bring savings into the child welfare and foster care area as the tribe can receive reimbursement for certain costs associated with service delivery in these areas.

The Economic Support Director has been permanently filled by Trina Schuyler who had been in an interim status since March of this year. We are very excited to have her in this role and look forward to continuing the work on updating the policies and procedures as it relates to their service delivery.

7/28/2015

Oneida Family Fitness provides preventative health and wellness opportunities for all ages and abilities to the Oneida Community and Employees. As of 3rd Quarter for Fiscal 2015, our membership total is 4,369.

Facility usage for the third quarter was 24,520, which resulted in a 22% increase in participants who engaged in the recommended physical activity (frequency of 3-5 days/week). During the third quarter, we saw a 16% increase in wellness scores.

We focus on improving the quality of life through fitness program/services, as well as collaborating with health and wellness programs to provide preventative and early intervention services. Our members gain the knowledge of the recommended amount of physical activity to stay healthy according to American Council of Sports Medicine. We provide free wellness education, such as basic nutrition concepts, stress management, and weight management. Our members gain skills from our certified staff teaching them how to properly engage their body through exercise (i.e. personal training, and group fitness, aquatic, and martial arts classes/programs). Lastly, our members demonstrate their abilities by their participation in our programs and services by improving their HRA scores Fitness Wellness Scores at Oneida Family Fitness.

Other outreach services we have provided during third quarter is instructing Tai Chi and Chair Yoga classes for the Elders at Elderly Services, Yoga sessions for Oneida High School students, assisted community with the development of Team Oneida for the Bellin Run/Walk, and hosted a variety of activities for Oneida employees to celebrate National Employee Health & Fitness Day.

7/28/2015

Service development outcomes and customer results.

Infant - Birth to 18 months:

Child Care

Outcome-Best Practice	Our Result(s)
Can briefly calm self, Begins to babble and say simple words, Let you know if they are happy or sad, Begins to roll, Shows curiosity to things around them, Begins to sit, stand than walk, May be afraid of strangers	4 out of 4 infants planned this quarter met requirements to move to the next classroom.

Fitness:

0-18 month outcomes: 1% of membership (39 total); 23 Oneida Enrolled / 16 Other

Knowledge: Can identify one or more parts of the body. Understands and can point to objects asked of him or her.

Skills: The skill of gaining greater control of their head, arms, and legs. Crawling and pulling themselves up on things, and start to move from standing to sitting & sit alone for extended periods of time.

Abilities: Should have the ability to walk with little or no assistance. The ability to hold onto and lightly exercise with deflated beach balls, foam balls, balance with assistance etc. Play simple games together, such as puzzles and shape sorting.

Cultural Heritage:

0-18 month outcome

Developing individuality, welcome and introduction to the Oneida World around us: Focus on parents, siblings, immediate family and clan. The Culture/Language Archivist/Educator conducted at least 3 welcoming ceremonies this quarter. He also conducts presentations with parents, observing the world around them.

7/28/2015

Toddler – Early Childhood 18 months to 3 years

Child Care

Outcome-Best Practice	Our Result(s)
Says several single words and begins sentences, Feeds self, Knows names of familiar people and body parts, Begins to sort shapes and colors, Builds towers of more than 6 blocks	2 out of 2 toddlers planned this quarter met requirements to move to the next classroom.

Family Fitness and Experiential

19 months- 3 years outcomes: 3% of membership (114 total); 80 Oneida Enrolled / 34 Other

Knowledge: At this age the child can identify basic colors, say the alphabet, sort objects by shape and color, play make-believe with dolls, toys or other people. Understand how exercise is good for the body and how the heart can get stronger.

Skills: take turns in games, cooperate with other children, and copy other people's behavior (adults and peers).

Abilities: To run and walk on command, throw and kick a small ball, balance without assistance on small balance beam, sit up and repeat, and lift things up over their head and place back down.

Cultural Heritage:

19 months-3 year outcomes

Inquisitive-exploring, Creative, Understand role in family, Able to assist with small tasks
Learns through play, Can introduce self in the Oneida language, Identify common things in the Oneida Language

7/28/2015

Pre-School – Play Age 4 to 5 years

Child Care

Outcomes-Best Practice	Our Result(s)
Enjoys doing new things, Knows some basic rules of grammar, Understands the idea of counting, Sing songs or says poems, Hops and stands on one foot up to 2 seconds, Wants to please friends, More likely to agree with rules, Speaks clearly, Can print some letters and numbers, Can use the toilet on their own, Swings and climbs	3 out of 3 pre-schoolers planned this quarter met requirements to move to the next classroom

Arts Program

Outcomes-Best Practices	Our Result(s)
Emotional Response: Children recognize emotions of music, Basic Rhythm: Children are able to feel the beat, clapping their hands or moving their feet. Basic Sound: Children are able to hear pitch and sing basic songs. Basic Sights: Children are able to use crayon/paint/pencil to draw images. Basic Story: Children are able to listen to stories, remember the plot and character and act out.	5 youth

Family Fitness and Experiential

4-5 years outcomes: 4% of membership (161 total); 143 Oneida Enrolled / 18 Other

Knowledge: Speak clearly using more complex sentences, Count ten or more objects, Correctly name at least four colors and three shapes, Recognize some letters and possibly write his or her name, Better understand the concept of time and the order of daily activities, like breakfast in the morning, lunch in the afternoon, and dinner at night.

Skills: Children learn through play, and that is what your 4- to 5-year-old should be doing. At this age, your child should be running, hopping, throwing and kicking balls, climbing, and swinging with ease.

Abilities: Stand on one foot for more than 9 seconds, Do a somersault and hop, walk up and down stairs without help, walk forward and backwards easily, and peddle a tricycle or ride on gymnasium scooters.

Cultural Heritage:

Special gift is identified-Personality, insight to the world around them, Begin to learn ceremonial songs, social songs and short thanksgiving address, Dance at ceremonies and social dances

Understands they are a part of the environment, Able to help tend gardens and know the foods of substance, Encouraged to listen to inner voice, instinct, "red flags"

Recreation:

Pre-School – 4-5 years: No Results until summer program 37 memberships

16 Male 21 Female 27 Oneida 1 Descendant 2 Other Tribe 7 Other

7/28/2015

School Age: 6-12 years:**Community Education Center:**

Outcome- Best Practice	Our Result(s)
Homework help	Less than 10 students utilizing this services

Arts Department

Outcome-Best Practice	Our Result(s)
Emotional Response: Children recognize and can correctly sing the emotions of music. Rhythm: Children are able to feel the beat to dance with music (specifics dance KSA for social music). Song: Children are able to match pitch, sing with correct voice, and sing in 2 parts (specific music KSA for hymn singing and choral music). Visual: Children are able to convey their creative ideas using visual mediums. Craft: Children are comfortable exploring Iroquois and other crafts. Theatre: Children create stories and are able to act them out physically or with puppets. Creative: Children analyze the world and convey their ideas and understanding in some physical way (writing, dancing, singing, drawing, crafts, acting). Social: Children work together and separately to complete projects.	Over 100 youth

Fitness and Experiential:

6-12 years outcomes: 16% of membership (714 total); 587 Oneida Enrolled / 127 Other

Knowledge: Understanding rules in sport games & able to express those rules to other who ask, basic knowledge of nutrition (Why is milk good for you? What does milk make stronger?), Basic knowledge of body movements, awareness of space, awareness of position. (Where on the field or in the classroom do I need to be? What space is mine when I enter a sport, classroom, or other designated area?)

Skills: The skill of communication with other children that they are engaged in sports with, the skill of completing full sport games and understanding why rules are necessary for sports. The skill of knowing about different concepts as it applies to the body through exercise and nutrition. (May not have the knowledge of this yet but still recognizes this and can understand that it is there.)

Abilities: Bat a ball with emerge, ride bike and be able to kick balls from a running start, throw a ball with accuracy & catch a ball with one hand. Run to necessary bases and lastly has the ability to lift small weights.

Cultural Heritage:

Able to introduce themselves, their parents, siblings, immediate family and clan, Understand they have a place in the community, Understand they contribute, Ability to listen, Sing songs
 Tell stories, Developing special talent, Play games-lacrosse, hand ball, Learn values established by tribe and Great Law, Begin to learn roles and responsibilities as young adults

7/28/2015

Recreation:

323 memberships

157 Male 166 Female 195 Oneida 12 Descendant 39 Other Tribe 77
Other

Physical Development Needs: *This age group is finally learning to master gross and fine motor skills. They have lots of energy and enjoy physical activities and structured games with rules. Our Sports & Fitness areas provide ample opportunities for school-age children to expend their extra energy. We encourage all school-age children to participate in 60 minutes of physical activity daily (the recommended amount according to the President's Council on Fitness). We also provide youth with opportunities to participate in structured leagues such as youth basketball.*

Month	Outcome	Civic Center Result	Clifford E. Webster Result
April 2015	Each member completes 60 minutes of physical activity/day.	38%	91%
May 2015	Each member completes 60 minutes of physical activity/day.	29%	81%
June 2015	Each member completes 60 minutes of physical activity/day.		
TOTAL		34%	86%

- NOTE: The Clifford E. Webster building results for this outcome include ages 7 – 18.

7/28/2015

Adolescent: 13-18 years:**Job Training**

Outcome-Best Practice	Our Result(s)
VR Services: Students are transition students with disabilities. Counselors work with students, their parents and school special needs staff to develop an Individualized Education Plan (IEP). The plan identifies student needs, services that will benefit the student as they transition from schools to post-secondary training or employment.	14% of active consumers or 11 clients (transition students) are in this age grouping.

Higher Education

Outcome-Best Practice	Our Result(s)
To have knowledge of higher education careers through guidance counseling and advising. To have the knowledge about the Oneida Higher Education (OHE) funding opportunities and how to apply.	Less than 10 students in this age group are being funded

Community Education Center:

Outcome- Best Practice	Our Result(s)
Homework assistance, College application assistance	Less than 5 students for homework help and college application assistance

Arts Program

Outcome-Best Practice	Our Result(s)
Same as 6-12, only the next level up. Leadership: Children are able to assume more responsibility to model KSA for the younger children. Civic: Children are able to demonstrate Civic pride through projects.	Over 30 youth

Recreation:

84 memberships

51 Male 33 Female 58 Oneida 4 Descendant 12 Other Tribe 10 Other

Physical Development Needs: This time of rapid growth (the most since infancy) can lead to a lack of coordination, loss of self-esteem and feeling awkward. Our Sports & Fitness areas offer teens opportunities to play sports and games in a relaxed non-competitive setting. This age group enjoys interacting with staff during games and leagues.

7/28/2015

Month	Outcome	Civic Center Result	Clifford E. Webster Result
April 2015	Each member completes 60 minutes of physical activity/day.	13%	6%
May 2015	Each member completes 60 minutes of physical activity/day.	24%	4%
June 2015	Each member completes 60 minutes of physical activity/day.		
TOTAL		19%	5%

Emotional Development Needs: Adolescents are very self-conscious about their bodies and physical appearance in general, which can lead to psychological vulnerabilities. They have a strong desire to conform to their peers and form close one-on-one relationships. Our Social Recreation areas work hard to provide opportunities for our youth to increase their social skills. Social skills such as character development, verbal and non-verbal communication, etiquette, and personal hygiene are stressed in activities such as Bingo, Girls Group and Guys Group.

Month	Outcome	Civic Center Result	Clifford E. Webster Result
April 2015	Participants learn about each pillar of Character Development and have opportunities to exhibit them.	10%	3%
May 2015	Participants learn about each pillar of Character Development and have opportunities to exhibit them.	11%	3%
June 2015	Participants learn about each pillar of Character Development and have opportunities to exhibit them.		
TOTAL		10.5%	3%

7/28/2015

Cognitive Development Needs: Adolescents are developing abstract thinking. They are beginning to think about social issues and future goals in life. They can plan with little or no help from adults. The Learning Centers are available for all teens to complete their homework assignments and for computer use. The Arts areas also encourage teens to express themselves creatively in a variety of activities and programs such as pottery, traditional native arts, journaling and upcycled art.

Month	Outcome	Civic Center Result	Clifford E. Webster Result
3 rd Grading Period	Complete homework assignments daily and increase GPA.	2 Report Cards Collected	1 Report Card Collected
	Average GPA	2.63	3.75

- 3rd quarter GPA average decreased by .80 at the Civic Center.

Fitness and Experiential:

13-18 years outcomes: 14% of membership (601 total); 493 Oneida Enrolled / 108 Other

Knowledge: Between these ages youth begins with the Knowledge to apply concepts to specific examples, learns to use deductive reasoning and make educated guesses, learns to reason through problems even in the absence of concrete events or examples, becomes able to construct hypothetical solutions to a problem and evaluate which is best, focus on the future develops, starts to set personal goals (and may reject goals set by others)

Skills: The skill of engaging in a conversation with others that leads to healthy conclusion, the skill of being able to explain to other peers the importance of fitness & nutrition. Skills such as expertise in their sport, friends sport, or sport being learned as well as exercise importance and nutrition importance.

Abilities: The ability for movement and coordination. (Able to work and hands & feet simultaneously), able to exercise safely, eat healthy, the ability to understand weight & eating problems, & the ability to stay fit.

Cultural Heritage:

Rite of passage – Males more physical, females natural , Recite a personal thanksgiving address

Begin to learn about the responsibilities of parenthood, commitments, ways to stay connected to the environment, Creative use of games to settle differences (lacrosse, stickball, ring tosses)

The Culture/Language Archivist/Educator performs daily lessons on language acquisition. He conducts immersion classes to explain cultural relevance to participants.

7/28/2015

Young Adult 19- 35 year:**Job Training**

Outcome-Best Practice	Our Result(s)
Services include: counseling and guidance, employment skills ("soft skills") training, resume' development, employment application assistance, cover letter drafting, interview preparation, job search assistance (both electronic and manual). Other employment-related services (work clothes, shoes, tools, licensure and certifications testing) provided depending on individual needs. Consumers are successful when they are able to access the work place, and greatly improve their quality of life.	WIA: 42% of active consumers or 13 clients are in this age group. VR Services: 38% of active consumers or 29 clients are in this age group.

Higher Education

Outcomes-Best Practices	Our result(s)
To have knowledge of higher education careers through guidance counseling and advising. To have the knowledge, skill and ability to successfully complete their semester/term of higher education funding avoiding OHE academic probation or suspension. To have the knowledge about the OHE funding opportunities and how to apply.	143 students are being funded in this age group

Community Education Center:

Outcome- Best Practice	Our Result(s)
Resume, job application, and letter-writing assistance. TANF Clients are required to participate in Budgeting classes	We have provided 40 clients with these services during this quarter. (Workforce Development Clients)
Financial Literacy classes and credit counseling are also offered	2 participants in this age range received credit counseling this quarter.

Arts Program

Outcome-Best Practice	Our Result(s)
Community: People coming together as a community to participate in cultural and creative arts. Wellness: People explore crafts and creativity as personal hobby. Creativity: People find their own voice in describing the world.	60+ adults

7/28/2015

Fitness:

19-35 years outcomes: 25% of membership (1087 total); 762 Oneida Enrolled / 325 Other

Knowledge: The understanding that for all actions there are reactions. This goes with every part of your life. (Examples: knowing that if you don't exercise on a regular basis, you could be out of shape; knowing that if you eat bad or unhealthy that you are not getting all of the necessary nutrients that the body needs to sustain it and this could possibly lead to obesity.) Knowledge of what needs and wants are, the ability to distinguish between deciding what a need is and what a want is. (Examples: I need to take care of my body if I want to be a health individual as opposed to a want which would be "I want to get liposuction because I am overweight and don't feel like dieting or exercising"

Skills: Competence in performing fitness and nutrition programs, competence in performing all associated exercise that goes with all programs at Oneida Family Fitness, the proficiency of setting short and long term goals and being able to understand what it will take to reach those goals.

Abilities: Ability for advanced movement and coordination when engaging your body in those types of workouts. Your body has the ability to perform all the necessary exercises in classes and programs that Oneida Family Fitness offers. The ability for the brain to understand the concepts of holistic nutrition & fitness programs and apply those concept's to whatever they are engaged in

Cultural Heritage:

Know role as a parent, identify child care techniques, Well-developed individual talent, Recite ceremonies, Teach songs, dances, Make drums, rattles, cradle boards

Recreation:

20 memberships

15 Male 5 Female 15 Oneida 0 Descendant 1 Other Tribe 4 Other

This stage is a continuation of the adolescent phase, as young adults continue to separate themselves from family and focus more on friendships. It is an exciting time of new opportunities for education, careers, and other life experiences. The young adult must develop into a mature adult and face their new responsibilities.

Veterans Office:

Outcome-Best Practice	Our Result(s)
Wellness	Our nursing home is now certified for Veterans, working with Housing on Veterans/ Housing issues

7/28/2015

Middle Age Adult: 36-64 years:**Job Training**

Outcome-Best Practice	Our Result(s)
Services provided are basic counseling and guidance, employment skills (“soft skills”) training, resume’ development, employment application assistance, cover letter drafting, interview preparation, and job search assistance (both electronic and manual). Other employment-related services (work clothes, shoes, tools, licensure and certifications testing) may be provided depending on needs of the participants. Consumers are successful when they access the work place and secure employment, and greatly improve their quality of life.	WIA: 58% of active consumers or 17 clients are in this age grouping. VR Services: 45% of active consumers or 34 clients are in this age grouping.

Higher Education

Outcome-Best Practice	Our Result(s)
To have knowledge of careers through guidance counseling and advising. To have the knowledge, skill and ability to successfully complete their semester/term of higher education funding avoiding OHE academic probation or suspension. To have the knowledge about the OHE funding opportunities and how to apply.	76 students are being funded in this age group

Arts Program

Outcome-Best Practice	Our Result(s)
People coming together as a community to participate in cultural and creative arts. People explore crafts and creativity as personal hobby. People find their own voice in describing the world.	70+ adults

Fitness and Experiential:36- 64 years outcomes: 34% of membership (1 498 total); 965 Oneida Enrolled / 533 Other
(Very little changes from 19-35 & 36-64 with knowledge, skills, & abilities within the fitness & wellness)

Cultural Heritage:

Begin preparing for Grandparent, Know ceremonies-rites-rituals, Look at signs to begin ceremonies-rites-rituals, Be able to conduct a part of the ceremony-rites-rituals

Recreation:

48 memberships
29 Male 19 Female 39 Oneida 0 Descendant 3 Other Tribe 6 Other
This time is a period of reflection, family and career. This self-reflection is the time for a person to become content with their life and who they are as they prepare for retirement. It is a time for a person to enjoy their family life – children, grandchildren, extended family, etc.

7/28/2015

Elder/Older Adult: 65 and older:**Job Training**

Outcome-Best Practice	Our Result(s)
Services include: counseling and guidance, employment skills ("soft skills") training, resume' development, employment application assistance, cover letter drafting, interview preparation, job search assistance (both electronic and manual). Other employment-related services (work clothes, shoes, tools, licensure and certifications testing) provided depending on individual needs. Consumers are successful when they are able to access the work place, and greatly improve their quality of life.	VR Services: 3% of active consumers or 2 clients are in this age grouping.

Arts Program

Outcome- Best Practice	Our Result(s)
Staying Involved: elders keep active and vital, Sharing with Others: elders serve as teachers and mentors to younger people learning, Creativity: elders use their KSA in life and arts as their expression.	50+ Adults

Fitness and Experiential:

65 and older: 4% of membership (155 total); 123 Oneida Enrolled / 32 Other

Knowledge: Seasoned veteran, all intellectual applied knowledge has been attained in all areas of life to include; personal, nutritional, exercise & fitness, relationships, attitudes...etc.

Skills: Competence to understand the concepts that are offered as pertains to exercise & fitness, expertise in all areas that have to do with exercise and fitness for their body, and proficiency of helping and teaching others the skills of fitness & nutrition within their age category.

Abilities: Ability for movement and coordination when engaging your body in lighter physical activity exercises. Your body has the ability to regain flexibility and the ability to adapt to certain fitness classes. The ability for the brain to understand the concepts of holistic nutrition & fitness programs and apply those concept's to whatever they are engaged in. **Ability for movement and coordination (instead of advanced movements however it would be basic movements)**

Cultural Heritage:**65 and older**

Be available to answer questions from younger generations, Utilize as counselors, guides, comforters, Healing properties of grandparents

Veterans:

Financial Stability: awards for veterans was \$198,913 and is now \$358,378.00. For Oneida's it was \$76,000 and is now \$148,938.00

7/28/2015

Recreation:

66 memberships

22 Male 43 Female 41 Oneida 0 Descendant 4 Other Tribe 21 Other

The elder adult stage is no longer considered "old age." There are some who have to suffer the illness and discomfort of growing older, but the majority of elders are healthy and active. Retirement is a time for people to pursue the interests that they did not have time to before. It is important to stay active and involved after retirement; many find this involvement in community, social, political and personal activities and projects. Although, this stage is a time for preparing for death, it is also a time to enjoy life and do many exciting, worthwhile things.

Month	Bingo Attendance	Bowling League Attendance
April 2015	212	20
May 2015	201	16
June 2015	0	0
TOTAL	413	36

- Bingo is held every Wednesday from 1:30 – 3:00 pm at the Clifford E. Webster building. We average 50 elders per session. The Bowling League began in January 2015 and was held every other week at Ashwaubenon Bowling Lanes.

HR Data:

Date	Caucasian	Oneida, enrolled of Wisconsin	Asian	Hispanic/ Latino	Black /African American	American Indian/ Alaskan Native	Total
Aug-14	107	221	1	1	3	14	347
Nov-14	103	182	1	1	3	14	304
Dec-14	103	184	1	1	3	15	307
Jan-15	103	185	1	1	3	16	309
Feb-15	103	184	1	1	3	16	308
April-15	101	177	1	1	3	15	298
June-15	99	179	1	1	4	15	299
July-15	97	211	1	1	4	15	329
Aug-15	96	216	1	1	4	17	335

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 8 / 26 / 15

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

[Empty text box]

Agenda Header: Oneida Arts Board Quarterly Report

Accept as Information only

Action - please describe:

[Large empty text box for description]

3. Supporting Materials

Report Resolution Contract

Other:

1. Meeting Minutes

3. [Empty text box]

2. [Empty text box]

4. [Empty text box]

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison: Jennifer Webster, Council Member

Primary Requestor: Nicolas A. Reynolds/Oneida Arts Board-Chair
Your Name, Title / Dept. or Tribal Member

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

Describe the purpose, background/history, and action requested:

The Oneida Arts Board 3rd Quarter Report (late submission) submitted as information for the Oneida Business Committee.

1) Save a copy of this form for your records.

2) Print this form as a *.pdf *OR* print and scan this form in as *.pdf.

3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

Oneida Nation Arts Board

Quarterly Report (April – June, 2015)

Update from the Chair

The Oneida Arts Board has been working with the SEOTS office and members of the Oneida Nation who reside in that area to create an ad-hoc board. A small amount of funds within the Arts Program budget was identified and through an MOA with the SEOTS office we created a sub-board to administer the funds. The purpose of this Milwaukee branch is to better serve the desires of the Milwaukee Oneidas and their desire to learn and participate in arts activities. Our hope is to test the water with this limited scope project and see if there are grounds for continuing such a relationship with the SEOTS and Oneida Artists in the future. Further information will be coming in the subsequent quarterly reports.

Meanwhile, back here in Oneida the Board has been working on strategic planning. This year marked 20 years since the creation of the Arts Program and the Board has been begun to gather information, opinions of stakeholders and past and present board members to understand what is needed from the arts program/board in the next 20 years. Planning will continue for the next few months as we are about to begin our re-granting cycle and will shift focus for the next few months.

For a quick update on membership, with the reappointment of Nicolas Reynolds and Pat Moore, and the new appointment of Jackie Zalim to the board, for the first time in three years the Oneida Arts Board is at the minimum membership levels dictated by our bi-laws. We hope to continue to find additional people in the community who will participate in promoting and preserving the arts in our community.

Respectfully,

Nicolas A. Reynolds
Chair



**ONEIDA NATION ARTS BOARD
MEETING MINUTES
TUESDAY – MAY 5, 2015**

MISSION: To promote diverse artistic expressions within the community reflecting our heritage and spirit for future generations.

BOARD MEMBERS PRESENT:

NIC REYNOLDS-CHAIR	E	DAWN WALSCHINSKI – VICE CHAIR	P
PAT MOORE – SECRETARY	P	SYLVIA CORNELIUS	E
TAMARA VANSCHYNDEL	P	SAPATIS MENOMIN	P
BETH BASHARA - DIRECTOR	E	DAKOTA WEBSTER	P

Meeting called to order by Vice Chairwoman, Dawn Walschinski at 5:33 p.m.

I. WELCOME by Vice-Chairwoman Dawn Walschinski

II. APPROVAL OF MINUTES

a. April 7, 2015

MOTION BY TAMMY VANSCHYNDEL TO APPROVE THE APRIL 7, 2015 MINUTES AS WRITTEN, SECONDED BY SAPATIS MENOMIN, MOTION CARRIED.

III. OLD BUSINESS = NONE

IV. NEW BUSINESS

RELAY FOR LIFE – PLANS FOR MAKING \$1,000.00

Celebrate. Remember. Fight Back. The [American Cancer Society Relay For Life](#) event is a life-changing experience that gives everyone in communities across the globe a chance to *Celebrate* the lives of people who have battled cancer, *Remember* loved ones lost, and *Fight Back* against the disease. Each year, more than 4 million people in over 20 countries take part in this global phenomenon and raise much-needed funds and awareness to save lives from cancer.

The Relay for Life will be held at the Norbert Hill Center on Friday, July 31, 2015 from 6:00 p.m. to Midnight. This is the 20+ years of fundraising for the American Cancer Society Research Program. There was a Kick Off meeting held on April 7, 2015 at the Radisson. This year's theme is "Giving Cancer the Boot" or a Western Style theme.

The Oneida Nation Arts Board has a team and that is their name: The Oneida Nation Arts Board Team, it is the team's responsibility to make sure one of their team members or representatives are on the track at all times.

SUGGESTIONS AND IDEAS FOR FUND RAISING:

RUMMAGE SALE: Seymour is having their City Wide Rummage Sale on May 16th, from 8:00 a.m. to 4:00 p.m. Dakota Webster will be having sale items and tables set up, if anyone wants to drop stuff off at her house to put in the sale, she will keep the money separate. We can drop things off at her house or at the Wardrobe Department for the Casino, located in the Warehouse (Monday – Friday 8:00 a.m. – 4:30 p.m.), she has a truck. Dakota lives on the corner of Hwy 54 & 55 right across from the Subway in Seymour.

We can also have a 50/50 raffle at the same time. Pat will get some raffle tickets to Dakota, the winner will be drawn on May 19th at our next meeting, this way we will have plenty of witnesses. Raffles will be \$1.00 each.

Raffle for Baskets: We can make some baskets up and have them delivered to Beth at the Arts Board, who can take pictures and post on the intranet. June 9th baskets will be due to the Arts Cottage.

Avon Basket – Dakota Webster

Coffee Basket – Pat Moore

Beadwork Basket – Sopatis

Anyone else wanting to make a basket, please let Dawn know.

Tammy V: is working on some game ideas we can play at the event.

OTHER FUNDRAISING IDEAS:

Giving beads out everytime someone completes a lap around the track. Different colored beads.

Luminary Bags

Selling Stickers

Sell Snacks at the event: Popcorn, candy bars, beverages (Gatorade & Water), etc. (Assigned to Sylvia and Nic)

Sell Seroogy's Candy Bars (Sapatis will check into how this works).

Dude & Dudette Contest – This is done annually by the Overall team.

Contact Artists to get donations for various baskets – Assigned to Beth, she was going to contact them anyway to see if they would be willing to donate a piece of artwork for a Silent Auction.

Everyone can look on the American Cancer Society Website for information and additional fundraising ideas.

OUR CONTACT NAMES FOR THIS EVENT IS:

Paula King-Dessart

Norbert Hill Center

869-2214 Ext. 4362

Doris Yelk-Wilberg

Skenandoah Complex

496-7411 - Ext. 7411

TEAM MEMBERS ARE:

Our Current Team Members are:

NAME	POSITION	T-SHIRT SIZE	COMMENTS-\$100
Nic Reynolds	Chairman		
Pat Moore	Secretary		
Sylvia Cornelius	Member		
Sapatis Menomin	Member		
Tamara Van Schyndel	Member		
Dakota Webster	Member		
Beth Bashara	Director		

MOTION BY TAMMY VANSCHYNDEL TO ADJOURN, SECONDED BY SAPATIS MENOM, MOTION CARRIED.**NEXT MEETINGS:**

DATE: TUESDAY – MAY 19, 2015
TIME: 5:30 P.M.
PLACE: ONAP COTTAGE
RE: STRATEGIC PLANNING

MEETING ENDED AT: 6:20 P.M.**MINUTES PREPARED BY:**

PAT MOORE - SECRETARY
ONEIDA NATION ARTS BOARD

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 8 / 26 / 15

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Reports

Accept as Information only

Action - please describe:

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Fawn Billie, Council Member

Primary Requestor:

Debra Danforth, School Board Chair

Your Name, Title / Dept. or Tribal Member

Additional Requestor:

Name, Title / Dept.

Additional Requestor:

Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

Describe the purpose, background/history, and action requested:

School Board Quarterly report

1) Save a copy of this form for your records.

2) Print this form as a *.pdf *OR* print and scan this form in as *.pdf.

3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

Oneida Nation Elementary School
 P.O. Box 365
 N7125 Seminary Road
 Oneida, WI 54155
 Phone (920) 869-1676
 FAX (920) 869-1684



Oneida Nation High School
 P.O. Box 365
 N7210 Seminary Road
 Oneida, WI 54155
 Phone (920) 869-4308
 FAX (920) 869-4045

August 11, 2015

BOARD: Oneida Nation School Board
MEMBERS: Debra Danforth, Chair
 Priscilla Dessart, Vice-Chair
 Rhiannon Metoxen, Secretary
 Dellora Cornelius, Member
 Sylvia Cornelius, Member
 Dewain Danforth, Member
 Apache Danforth, Member
CONTACT PERSON: Rhiannon Metoxen
OBC LIAISON: Fawn Billie
MINUTES: June 2, 2015 (approved)
 July 7, 2015

UPDATES

14-15 Year-end total enrollments: K-8 = 357 9-12 = 149 Total = 506

A significant change for the upcoming school year is that the State of Wisconsin will no longer be using the WKCE (Wisconsin Knowledge and Concepts) Standardized exam. This exam was typically held in the fall and was still administered using pencils, paper books and bubble sheets. Wisconsin schools will continue to use PALS (Phonological Awareness Literacy Screening) along with NWEA Measures of Academic Progress which are online testing programs administered three times during the school year. NWEA monitors student progress for FACE -12 grade and PALS monitors grades K-2.

The School Board has been working diligently to fill vacancies within the school system created by resignations. We may be starting the school year with some substitute teachers until all positions can be interviewed and hired.

Scoreboards for the football field behind NHC and the basketball court at the elementary school have been ordered and are expected to be installed in late August/early September.

The 2015-16 School year will be starting with the staff returning on Wednesday, August 19. Open House will be held on Thursday, August 20 and students return for the first day of school on Monday, August 24. With a slight revamping of the standard schedule, the 2015-16 school year calendar allows us to end the school year before the Memorial Day weekend.

The Oneida Nation Elementary School is once again approved to participate in the Fresh Fruit and Vegetable program through a grant from the Department of Public Instruction Food and Nutrition Services program. The Fresh Fruit and Vegetable program allows the school to provide a fresh fruit or vegetable snack to students in the morning, typically between 9:00 and 9:30 am.

Under the CEP (Community Eligibility Program), the school system is starting the second year of our 4 year commitment to provide free breakfast and lunch to all students attending the school regardless of income. The school's meals program receives reimbursement from the Wisconsin Department of Public Instruction Food and Nutrition Services program based on the percentage of students who have qualified for free or reduced meals in the 2013-14 school year.

GOALS AND OBJECTIVES

Our students continue to increase their knowledge of Oneida language and culture, as they attend language / culture and social dance classes as part of their daily education. Improving daily attendance and raising the reading and mathematics academic levels continue to be the overall goals for this school year.

The FACE program center-based program for the 3 to 5 year olds is currently full and taking names for a waiting list. This literacy based program is growing in popularity and families are referring families due to the success of the early childhood program.

Both schools will be implementing Stage two of the Positive Behavior Intervention and Supports (P.B.I.S.) program.

The Bureau of Indian Education requires quarterly reporting on the Indistar Program, which provides goals and activities for the categories of School Leadership & Decision Making; Curriculum, Assessment and Instructional Planning; Classroom Instruction, which includes parental communication. The annual updates for the Parent Involvement Policy and Home/School/Community Compact have been completed.

MEETING REQUIREMENTS

The Oneida Nation School Board meets the first Monday of every month at 5:00 p.m. in the library at the Elementary School, and meetings are open to the public. Special meetings are called by the School Board Chair when deemed necessary.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 8 / 26 / 15

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution

Budgeted - Grant Funded

Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor:

Jennifer M. Stevens, LCC Exec. Assistant

Your Name, Title / Dept. or Tribal Member

Additional Requestor:

Name, Title / Dept.

Additional Requestor:

Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

Describe the purpose, background/history, and action requested:

Land Claims Commission-BC Quarterly Report, 3rd Quarter 2015

1) Save a copy of this form for your records.

2) Print this form as a *.pdf *OR* print and scan this form in as *.pdf.

3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

**ONEIDA LAND CLAIMS COMMISSION
QUARTERLY REPORT**

3rd Quarter: April 1, 2015 to June 31, 2015

Submitted by Jennifer M. Stevens, LCC Executive Assistant I 490-3955

LAND CLAIMS COMMISSIONERS:

Chair-Amelia Cornelius, Vice-Chair-Loretta V. Moxen, Secretary/Treasurer-Rita Summers, Commissioner: Dakota Webster and Donald McLester. (Recently Elected: Jay Rasmussen-Needs Cath of Office.) Brandon Stevens (1st) and Jenny Webster (2nd), BC: LCC Liaisons.

(Note: Need to do Internal Elections when we have a full board-waiting for another BC appointment to be completed after July 2015 elections.)

PURPOSE:

“Make recommendations to the Business Committee on ways to foster General Tribal Council participation in the decision making process regarding the settlement of the Oneida land claims in New York State. Article I-Authority 1-b ~LCC By-Laws

Special Note The Land Claims Commission is an educational resource and liaison for the Oneida community regarding the New York Land Claims case and history. The Land Claims Commission strives to provide educational opportunities to learn more about the Upstate New York in order for the G.T.C. to make better informed and/or sound decisions. Although, there is a sensitivity and confidentiality to our case, the Land Claims Commission continues to strive to assist G.T.C members to be interested and better informed in the New York Land Claims case to the best of our knowledge and resources provided for us.

Oneida Land Claims Commission By-Laws: Purpose

Article II: Officers 2-6 Duties

c: “The Oneida Land Claims Commission will review proposed settlement terms and advise the Oneida Business Committee regarding the best settlement terms that may be acceptable to the General Tribal Council.

d: “At least one member of the Oneida Land Claims Commission will participate, in an advisory capacity, at all meetings and events regarding Oneida Land Claims issues.”

e: “The Oneida Land Claims Commission shall advise and assist the Oneida Land Claims Business Committee in the development of communication and Public Relation services about the settlement efforts.”

General Tribal Council and BC Directives:

Resolution 3-21-77A, March 21, 1977: Oneida Litigation Committee was established. This is now known as the Oneida Land Claims Commission.

GTC Directive July 6, 1998: GTC directive; “Motion that the LCC become part of the Negotiating Committee and work to increase the communication and education of the NY Land

Claims Area with a status report quarterly to the GTC and the By-Laws to be approved by the GTC and brought forward at the FY99 Budget Meeting." Motioned by Celene Elm and seconded by Noreen Smith-Motion carried.

Resolution 9-4-02B Amendment to 9-11-96A. September 4, 2002: Land Claims Negotiation Team reformed. Identified the Chief Negotiators as the Business Committee Chairperson, Vice-Chairperson, One Council Member, General Manager, and one Land Claims Commissioner.

OBJECTIVES:

The Onida Land Claims Commission is an elected governing body and will still strive to meet the needs of the GTC. LCC continues to show interest in any BC meetings regarding the New York Land Claims Issues. LCC continues to aim to have their files put on On-base and Jennifer Stevens is striving to put articles in the Kaihwisaks-our last article was about the New York Land Claims Update. Jennifer Stevens was appointed by the LCC Chair, to assist in the New York Land Summit to be scheduled for spring of 2015.



PERSONAL COMMENTS: The Land Claims Commission will be meeting with the Business Committee, Scheduled for August 31, 2015. The Agenda Items are; Land Claims Commission Roles and Responsibilities and BC Report-New York Land Claims Update. LCC invited both Brandon Stevens and Jenny Webster to attend their June 18, 2015 meeting-Brandon Stevens was unable to attend. The LCC was not able to cover the history of the Land Claims Commission and would like to reschedule a meeting with Brandon Stevens and Jenny Webster so they are able to update them on the history of the Land Claims Commission-since they are the Liaisons, they should be updated on that.

ACTIVITIES:

April: Review of Stockbridge-Munsee Case Update, BC Quarterly Report, NYLC On-Base Project, Land Claims Commission Liaison Clarification addressed-Brandon Stevens and Jenny Webster Alternate, an Laura Cornelius Kellogg research done by Krstie Ackely.

May: Review Reports: Work Force HRD Report, Program Inventory Priority, Semi-Annual Report, BC Quarterly Report-2nd Quarter, Budget FY2016/17/18, Operational Plan, and NYLC On-Base Project.

June: Review of LCC History, Overview and status, LCC and BC Meeting request-discuss New York Land Claims Status and LCC Roles and Responsibilities, NYLC On-Base Project, and meeting scheduled with BC-LCC Liaisons-Brandon Stevens and Jenny Webster-Lisa Summer attended meeting and gave a brief update on the BC; LCC was not able to meet with Brandon Stevens, although Jenny Webster attended the LCC Regular Meeting-LCC was not able to give a historical overview of the Land Claims Commission at that time.

MEETINGS:

Land Chims Commission has ben meeting once a month on a regular basis as scheduled, the third Thursday of every month at 5PM. The LCC Meetings were hdd on April 2, May 21, and June 18, 2015. Minutes have ben approved for June 18, 2015 and Sipends are upto date

FOLLOW UP:

LCC ú BC Joint Meeting: August 31, 2015: Land Chims Commission Confirmation.

Request for the LCC Liaisons; Brandon Stevens and Jenny Webster to attend the next ICC Regular Meeting-Land Chims Commission Historical Overview.

Business Committee Meeting
9:00 a.m. Wednesday, August 26, 2015
Thank you for printing clearly

Michael Togo

MARGARET KRUCKENBERG

Debbie Danforth

Todd K Hill

Madelyn Genskow

Beverly S. S. S.

Sandy Schuyler

Sue Johnson

CHRIS JOHNSON

EL COARVELOS

Raeann Hill

Geraldine Danforth

Sunshine Whitecock

~~Debbie~~

Carol Elm

Donna McIntyre

Gene Schubert

Melinda K Danforth

TRACY L METOXEN

Vicki Cornelius

Tom Danforth

Linda Jenkins

Carol Higgins

Pat Pelky

Marsha Danforth

~~C. J. Metzger~~

Helen Coon

Kathy Metzger

Mark L Denny

Barb G Johnson

Bill G Johnson

TROY D. PARR

Laure Dostatar

Melissa Nuthals

Jeff Witte

Michele Dostatar

PAUL WITEK