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Section V. Privileges and Immunities.

- A. Privileges and Immunities. OYLI shall be entitled to all of the privileges and immunities of the Nation, including sovereign immunity, to the same extent as the Nation itself, together with all rights and privileges arising from tribal sovereignty.
- B. Waiver of Sovereign Immunity. The Nation may waive OYLI’s sovereign immunity, provided that any such waiver is made in conformity with the Nation’s Sovereign Immunity Ordinance, Chp. 14, Oneida Nation Code of Laws.
- C. The liabilities and obligations of OYLI shall only be enforceable against OYLI, to the extent permitted by and consistent with any valid waiver of OYLI’s sovereign immunity, and shall not be enforceable against the Nation or any assets and revenues of the Nation, except as specifically authorized by the Nation in conformity with the Nation’s laws.
- D. The liabilities and obligations of the Nation shall not be enforceable against OYLI or its assets, revenues or activities.
- E. The assets, liabilities, rights and obligations of OYLI shall be separate and distinct from the assets, liabilities, rights and obligations of the Nation.

Section VI. Rights, Powers and Authorities

- A. It is the intent of this Charter to authorize OYLI to do all things necessary and desirable in connection with the fulfillment of its purpose.
- B. OYLI shall have the power in its own name to:
 - 1. solicit and receive charitable contributions;
 - 2. receive, collect and own all revenues and pay all expenses arising from or related to its activities;
 - 3. purchase, take, receive, lease, obtain by gift of bequest, or otherwise acquire, own, hold, improve, or use real or personal property, or any interest therein, wherever situated;
 - 4. sell, convey, mortgage, pledge, lease, exchange, transfer or otherwise dispose of or encumber all or any part of its property and assets;
 - 5. purchase, take, receive, subscribe for, or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, loan, pledge, or otherwise dispose of, and otherwise use and deal with, shares or other interests in, or obligations of, corporations, associations, partnerships of other entities, or individuals, or direct or indirect

93 obligations of the United States or of any other government, tribe, state, territory,
94 governmental district or municipality, or any instrumentality thereof;

95
96 6. make and enter into contracts and incur liabilities, indebtedness and other
97 obligations by following the Nation's standard contract approval process
98 including a review by the Oneida Law Office, Purchasing Department and, as
99 applicable, the Indian Preference Office;

100
101 7. employ contractors, consultants, agents, managers, advisers and accountants;

102
103 8. loan money, invest and reinvest its funds, and take and hold real and personal
104 property as security for the payment of funds so loaned or invested;

105
106 9. hire, supervise and terminate employees, consultants and agents, and define
107 their duties and fix their compensation, provided that all employees shall be
108 employees of the Nation and governed by the Nation's personnel policies;

109
110 10. establish and maintain procedures for its day-to-day operations;

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112 11. make and amend By-laws, consistent with this Charter and the laws of the
113 Nation and the United States, for the administration and regulation of its affairs;

114
115 12. open and maintain such deposit and securities accounts with banks,
116 securities intermediaries and other financial institutions, and to deposit therein
117 any or all revenues, provided that its accounts shall be separate from the accounts
118 of the Nation and its assets shall not be commingled with other assets of the
119 Nation;

120
121 13. sue and be sued in its own name, including submitting any matter to
122 arbitration or alternative dispute resolution, provided that the grant of power
123 herein to sue and be sued does not in and of itself constitute a waiver of OYLI's
124 sovereign immunity;

125
126 14. consent to the jurisdiction of any federal, state or tribal court, and waive the
127 requirement of the exhaustion of tribal remedies; and

128
129 15. exercise all powers necessary to further its purpose, to the extent not
130 inconsistent with anything herein.

131
132 **Section VII. Limitations on Powers and Authorities.** OYLI shall not have authority to
133 exercise any regulatory, legislative or judicial power, and shall not exercise any power or
134 authority reserved to the Oneida Business Committee or General Tribal Council.

135
136 **Section VIII. Assets.** OYLI's assets shall consist of all of its revenues, proceeds and earnings
137 and whatever other assets it develops, generates or acquires as provided in this Charter, and shall
138 include: all real and personal property transferred to OYLI by the Nation; all funds which OYLI

139 may acquire by grant, loan, gift or other means; all real and personal property which OYLI may
140 a acquire by grant, loan, gift or other means; and all earnings, interest, dividends, accumulations,
141 contract rights, claims and other proceeds arising from any listed assets.

142
143 **Section IX. Board of Directors.**

144
145 A. Establishment. There is hereby established a Board of Directors (the “Board”) which
146 shall manage the activities, affairs, and property of OYLI, and is hereby vested with all
147 powers necessary to carry out OYLI’s purpose. The Board shall be responsible for the
148 development, custody, management and operation of OYLI, for the establishment and
149 maintenance of effective operating policies, and for the usual and ordinary duties of
150 oversight and direction. The Board shall develop By-Laws governing its activities, which
151 shall be consistent with this Charter and Oneida law.

152
153 B. Number and Appointment. The Board shall consist of a minimum of five (5) and a
154 maximum of seven (7) members (each, a “Director”) selected and appointed by the
155 Oneida Business Committee. In selecting and appointing Directors, the Oneida Business
156 Committee shall give due consideration to qualities of industry, responsibility, integrity,
157 and judgment, and shall have due regard for the need for diversity of experience on the
158 Board, the need for adequate representation of the areas of expertise required by OYLI,
159 and the guidelines of organizations which may provide financial assistance to OYLI.

160 1. A minimum of four (4) Directors shall be local to the area, residing within
161 Brown or Outagamie counties.

162 2. A minimum of two (2) Directors shall be enrolled Tribal members of the
163 Oneida Nation.

164 3. To the extent possible, in order to create a well-balanced Board, when
165 appointing Directors, the Oneida Business Committee shall ensure that the Board
166 contains a minimum of one (1) Director with each of the specialties: management,
167 business administration, youth services and law.

168 4. In appointing the first Board, the OYLI work group shall prepare a pool of
169 candidates for the Oneida Business Committee’s consideration and the Oneida
170 Business Committee shall make appointments from the said pool.

171 5. In making all future appointments, the Board shall provide the Oneida
172 Business Committee with three (3) candidates per available Director position and
173 the Oneida Business Committee shall make appointments from the candidates
174 provided by the Board.

175 6. The Directors shall select from amongst themselves the following officer
176 positions, provided that all officers shall be enrolled Tribal members of the
177 Oneida Nation: President, Secretary and Treasurer.

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179 C. Qualifications. Directors must meet the following qualifications:

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1. be at least twenty-one (21) years old;
2. have a high school diploma, high school equivalency degree, or general education development certificate;
3. have fundraising experience and either a) experience in management, business administration, youth services or law, or b) a bachelor's degree;
4. have the ability to obtain a fiduciary bond; and
5. have the ability to exercise sound judgment in matters relating to OYLI's purpose.

D. Term. Each Director shall serve a term of three (3) years, provided that the initial Directors, in order to stagger terms, shall be randomly assigned one, two, and three year terms, in roughly equal proportion, and the terms shall thereafter remain staggered for the duration of the Board's existence. Directors may be re-appointed to successive terms without limitation.

E. Removal. The Oneida Business Committee may remove Directors, with cause as defined in the OYLI's By-laws, by a majority vote of the members of the Oneida Business Committee present and voting at a duly called and held meeting of the Oneida Business Committee. The Board may adopt By-Laws governing the removal of OYLI Directors by the Board with or without cause.

F. Vacancy. In the event of a vacancy before the expiration of a term, the Oneida Business Committee shall, in accordance with this Charter and Oneida law, promptly select and appoint a new Director for the remainder of the unexpired term.

G. Successor. Unless he or she resigns or is removed, a Director shall hold office until his or her successor is appointed and sworn in by the Oneida Business Committee. In the event a Director holds over in office beyond the expiration of his or her term, the term of his successor shall be commensurately shortened, so that the terms of the Directors remain staggered.

H. No Personal Liability. No Director shall be personally liable to any creditor of OYLI by reason of his or her status as a Director of the Board or by reason of acts done or not done in his or her capacity as a Director of the Board.

I. Quorum. A quorum of the Board shall consist of one-half of the Directors then in office, plus one. A quorum is required for the Board to take official action. A quorum may be reached by Directors attending the meeting in person or, if preapproved by the Board, via conference call, Skype or similar technology.

225 J. Regular Meetings. The Board shall meet at least once every month and may meet as
226 frequently as the business of the OYLI requires.

227
228 K. Compensation. The Board shall be a voluntary Board until such time as the Board,
229 by majority vote of Directors at a duly called meeting, determines that the OYLI is
230 financially stable enough to pay meeting stipends. Should the Board vote to pay meeting
231 stipends, the stipend shall be fifty dollars (\$50.00) per meeting and shall be paid from the
232 OYLI's earnings. The stipend amount may be modified as proposed by the Board and
233 approved by Oneida Business Committee resolution. While the Board may meet as
234 frequently as the business of the OYLI requires, Directors may receive stipends for a
235 maximum of two (2) meetings per month.

236
237 L. Conflict of Interest. A Director shall not participate in any Board action that involves
238 the Director's personal financial interest. Each Director shall promptly notify the
239 Secretary of the Board in writing of any personal financial interest he or she may have in
240 any matter which may come before the Board or which may relate to the activities of
241 OYLI. The Secretary shall enter the notification in the minutes, and the Director shall
242 not participate in any action relating to the matter or be involved in any manner with the
243 matter. As used herein, "personal financial interest" means an interest distinct from other
244 members of the Nation held by the Director or an immediate family member of the
245 Director which involves an ownership, income, investment or other beneficial interest in
246 a business, or relates to any employment or prospective employment.

247
248 M. Records. The Board shall keep complete and accurate records of all meetings and
249 actions taken.

250
251 **Section X. Indemnification of Directors and Officers.** OYLI shall indemnify any person
252 against reasonable expenses actually and necessarily incurred, and against judgments, fines and
253 amounts paid in settlement, in connection with any action, suit or proceeding in which the person
254 was or is a party or threatened to be made a party by reason of the fact that he or she is or was a
255 Director, officer, agent or employee acting on behalf of the OYLI, to the extent that such person
256 is not otherwise indemnified, except in relation to matters as to which the person shall be
257 adjudged in such action, suit or proceeding to be liable for gross negligence or intentional
258 misconduct.

259
260 **Section XI. Reports.**

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262 A. Annual and Quarterly Reports. The Board shall file written reports with the General
263 Tribal Council and the Oneida Business Committee in accordance with this Section. The
264 Board shall prepare reports annually for the annual meeting of the General Tribal
265 Council, and shall prepare reports quarterly for the Oneida Business Committee, and at
266 such other times as directed by the Oneida Business Committee.

267
268 B. Narrative Reports. The Board shall submit narrative reports to the Secretary of the
269 Oneida Business Committee by May 31st of each year for inclusion in the agenda
270 materials for the annual General Tribal Council meeting held in July of each year.

271 Narrative reports are considered public reports and will be made available to the
272 membership through the office of the Secretary, on the Nation’s website, or otherwise.
273 Narrative reports should provide contextual and non-financial information about OYLI’s
274 activities and operations, and should at a minimum address:

- 275 1. summary of OYLI’s programs and activities;
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- 278 2. any significant problems, accomplishments, and events;
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- 280 3. description of any material changes or developments;
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- 282 4. identification of the primary goals and targets and progress made towards
283 accomplishment of the same;
- 284
- 285 5. identification of key elements for success, including risks, resources and
286 relations available and needed in order to successfully fulfill outlined strategies;
287 and
- 288
- 289 6. summary of assets and financial condition.
- 290

291 C. Financial Reports. The Board shall submit financial reports quarterly to the Secretary
292 of the Oneida Business Committee, with copies to the Chair, the Treasurer and the Audit
293 Committee. Financial reports are subject to annual audits by the Nation’s internal and/or
294 third party auditors. They are proprietary and confidential, to be retained by the
295 Secretary's office, and accessible only to those authorized officers, officials and personnel
296 of the Nation with a legal or legitimate need to know such information; provided,
297 however, that the Board or the Oneida Business Committee may authorize disclosure.
298 Financial reports should be structured in an understandable manner consistent with
299 Generally Accepted Accounting Principles (GAAP), and shall at a minimum include the
300 following:

- 301 1. executive summary;
- 302
- 303 2. statement of financial position;
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- 305 3. statement of activities;
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- 307 4. statement of functional expenses;
- 308
- 309 5. statement of cash flows; and
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- 311 6. notes to financial statements.
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314 D. Disclosure Reports. The Board shall submit disclosure reports to the Oneida
315 Business Committee by May 31st of each year. Disclosure reports shall identify any
316 personal financial interest on the part of any Director which precludes the Director from

317 participating in actions of the Board or being involved in the operations of OYLI under
318 section IX(L). Disclosure reports are proprietary and confidential, to be retained by the
319 Secretary's office, and accessible only to those authorized officers, officials and
320 personnel of the Nation with a legal or legitimate need to know the information.
321

322 **Section XII. Dissolution.** The Oneida Business Committee may dissolve OYLI by a 2/3
323 majority vote adopting a resolution calling for dissolution. Upon dissolution, OYLI's assets
324 shall be distributed in the following order of priority: i) perfected security interests of the Oneida
325 Nation; ii) perfected security interests of third parties; iii) imperfect security interests of the
326 Oneida Nation and third parties; and iv) all other debts and liabilities. Upon payment of all debts
327 and liabilities, all remaining assets shall revert to the Oneida Nation.
328

329 **Section XIII. Miscellaneous.**
330

331 A. Effective Date. This Charter shall become effective upon the date of adoption of a
332 resolution by the Oneida Business Committee granting this Charter.
333

334 B. Consistency with Constitution. This Charter shall be construed in a manner
335 consistent with the Oneida Nation Constitution. In the event of any inconsistency, the
336 provisions of the Constitution shall control.
337

338 C. Consistency with Oneida Nation Laws. To the extent of any inconsistency between
339 this Charter and the laws of the Oneida Nation with respect to the activities and
340 operations of OYLI, this Charter shall control.
341

342 D. Amendment. The Oneida Business Committee may amend this Charter through
343 adoption of a resolution.
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