



# Oneida Business Committee

Regular Meeting  
8:30 AM Wednesday, April 28, 2021  
BC Conference Room, 2nd floor, Norbert Hill Center

## Agenda

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Meeting agenda is available here: [oneida-nsn.gov/government/business-committee/agendas-packets/](https://oneida-nsn.gov/government/business-committee/agendas-packets/). Materials for the "General Tribal Council" section of the agenda, if any, are available to enrolled members of the Oneida Nation; to obtain a copy, visit the BC Support Office, 2nd floor, Norbert Hill Center and present a valid Tribal I.D. or go to <https://goo.gl/uLp2jE>. Scheduled times are subject to change.

### NOTICE

In accordance with the OBC Virtual meeting standard operating procedure, due to the Public Health State of Emergency the OBC meeting will be held virtually through Microsoft Teams and therefore be closed to the public. Any person who has comments or questions regarding open session items may submit them to [TribalSecretary@oneidanation.org](mailto:TribalSecretary@oneidanation.org) no later than the close of business the day before the OBC meeting. Any comments or questions received shall be noticed to the OBC and entered into the record as a handout by the Business Committee Support Office. A recording of the virtual meeting shall be made available on the Nation's website.

#### **I. CALL TO ORDER**

#### **II. OPENING**

#### **III. ADOPT THE AGENDA**

#### **IV. OATH OF OFFICE**

- A. Anna John Resident Centered Care Community Board - Kristin Jorgenson-Dann and Beverly Anderson**  
Sponsor: Lisa Liggins, Secretary
- B. Oneida Nation Arts Board - Kent Hutchison, Kelli Strickland, and Frances Brigham**  
Sponsor: Lisa Liggins, Secretary

**V. MINUTES**

- A. **Approve the April 14, 2021, regular Business Committee meeting minutes**  
Sponsor: Lisa Liggins, Secretary
- B. **Approve the March 24, 2021, regular Business Committee meeting minutes pending adding the audio markers**  
Sponsor: Lisa Liggins, Secretary

**VI. RESOLUTIONS**

- A. **Adopt resolution entitled Emergency Amendments to the Pardon and Forgiveness Law**  
Sponsor: David P. Jordan, Councilman
- B. **Adopt resolution entitled Emergency Amendments to the Election Law**  
Sponsor: David P. Jordan, Councilman
- C. **Adopt resolution entitled Safely Scheduling General Tribal Council Meetings - COVID-19 Health Risk Impacts**  
Sponsor: Lisa Liggins, Secretary
- D. **Adopt resolution entitled Proclamation of May 5th as a Day of Awareness for Missing and Murdered Indigenous Women (MMIW)**  
Sponsor: Jennifer Webster, Councilwoman

**VII. STANDING COMMITTEES****A. FINANCE COMMITTEE**

- 1. **Accept the April 5, 2021, regular Finance Committee meeting minutes**  
Sponsor: Tina Danforth, Treasurer
- 2. **Accept the April 19, 2021, regular Finance Committee meeting minutes**  
Sponsor: Tina Danforth, Treasurer

**B. LEGISLATIVE OPERATING COMMITTEE**

- 1. **Accept the April 7, 2021, regular Legislative Operating Committee meeting minutes**  
Sponsor: David P. Jordan, Councilman
- 2. **Adopt the Pardon and Forgiveness Screening Committee bylaws amendments**  
Sponsor: David P. Jordan, Councilman

**VIII. TRAVEL REQUESTS**

- A. Approve an exception to the Stay Safer at Home declaration for the travel request from Kerry Metoxen - County Veterans Services Officers Association of Wisconsin Spring Conference- Kalahari Resorts - Wisconsin Dells, WI - June 6-11, 2021**  
Sponsor: Tina Jorgenson, Division Director/Governmental Services

**IX. NEW BUSINESS**

- A. Approve the Oneida Trust Enrollment Committee Oneida Business Committee memorandum of agreement**  
Sponsor: Keith Doxtator, Director, Trust Enrollment Department
- B. Considerations regarding the Budget Management and Control Law**  
Sponsor: Lisa Liggins, Secretary
- C. Accept the Kunhi-yó "I'm Healthy" event notice and request BC members to provide an opening each day**  
Sponsor: Lisa Liggins, Secretary
- D. Review and enter into the record - the Oneida Nation School System employment form - Administrator contract – file # 2021-0131**  
Sponsor: Aaron Manders, Chairman/Oneida Nation School Board
- E. Review and enter into the record - the Oneida Nation School System employment form - Employee contract – file # 2021-0132**  
Sponsor: Aaron Manders, Chairman/Oneida Nation School Board
- F. Review and enter into the record - the Oneida Nation School System employment form - Food Service contract – file # 2021-0133**  
Sponsor: Aaron Manders, Chairman/Oneida Nation School Board
- G. Review and enter into the record - the Oneida Nation School System employment form - Superintendent contract – file # 2021-0134**  
Sponsor: Aaron Manders, Chairman/Oneida Nation School Board
- H. Enter the e-poll results into the record regarding the authorization for the Chairman to sign the National Native American Boarding School Healing Coalition letter to the Catholic Church**  
Sponsor: Lisa Liggins, Secretary
- I. Enter the e-poll results into the record regarding the approval to transfer of the GM level of sign-off to Secretary, as primary, and to Chair or Vice-Chair, as back-up**  
Sponsor: Lisa Liggins, Secretary
- J. Enter e-poll results into the record regarding the approval of nomination and letter for Councilman Daniel Guzman King to serve on the U.S. Environmental Protection Agency's Local Government Advisory Committee**  
Sponsor: Lisa Liggins, Secretary

**X. EXECUTIVE SESSION****A. REPORTS**

1. **Accept the March 2021 Treasurer's report (11:00 a.m.)**  
Sponsor: Tina Danforth, Treasurer
2. **Accept the Chief Counsel report**  
Sponsor: Jo Anne House, Chief Counsel
3. **Accept the Chief Financial Officer April 2021 report**  
Sponsor: Larry Barton, Chief Financial Officer
4. **Accept the Intergovernmental Affairs, Communications, and Self-Governance April 2021 report**  
Sponsor: Melinda J. Danforth, Director/Intergovernmental Affairs

**B. AUDIT COMMITTEE**

1. **Accept the March 18, 2021, regular Audit Committee meeting minutes**  
Sponsor: David P. Jordan, Councilman
2. **Accept the Complimentary Services or Items compliance audit and lift the confidentiality requirement**  
Sponsor: David P. Jordan, Councilman
3. **Accept the Three Card Poker Rules of Play compliance audit and lift the confidentiality requirement**  
Sponsor: David P. Jordan, Councilman
4. **Accept the BC Members Credit Card Activity operational audit and lift the confidentiality requirement**  
Sponsor: David P. Jordan, Councilman
5. **Accept the Anna John Resident Centered Care Community performance assurance audit and lift the confidentiality requirement**  
Sponsor: David P. Jordan, Councilman
6. **Accept the Eco-Services performance assurance audit and lift the confidentiality requirement**  
Sponsor: David P. Jordan, Councilman
7. **Accept the Finance Administration performance assurance audit and lift the confidentiality requirement**  
Sponsor: David P. Jordan, Councilman
8. **Accept the Natural Resources performance assurance audit and lift the confidentiality requirement**  
Sponsor: David P. Jordan, Councilman
9. **Accept the OGE/Thornberry Creek follow up to RSM Audit of FY2018 audit and lift the confidentiality requirement**  
Sponsor: David P. Jordan, Councilman

**C. UNFINISHED BUSINESS**

1. **Accept the HR Area Manager's follow up report regarding the process for layoffs, furloughs, and recalls (9:45 a.m.)**  
Sponsor: Geraldine Danforth, Area Manager/Human Resources
2. **Accept the update regarding the draft Comprehensive Health COVID-19 Spending Plan (10:00 a.m.)**  
Sponsor: Debra Danforth & Ravinder Vir/Director/Comprehensive Health

**D. NEW BUSINESS**

1. **Accept the April 5, 2021, regular OBC Officer meeting notes**  
Sponsor: Jessica Vandekamp, Employee Relations Representative
2. **Review the draft recommendation from the Community/Public Health Officer regarding the Nation's Public Health State of Emergency (10:30 a.m.)**  
Sponsor: Lisa Liggins, Secretary
3. **Determine next steps regarding the Oneida MIS Assessment (1:30 p.m.)**  
Sponsor: Lisa Liggins, Secretary
4. **Enter the e-poll results into the record regarding the approved attorney contract with Arlinda Locklear, contract # 2021-0204**  
Sponsor: Lisa Liggins, Secretary

**XI. ADJOURN**

Posted on the Oneida Nation's official website, [www.oneida-nsn.gov](http://www.oneida-nsn.gov) pursuant to the Open Records and Open Meetings law (§ 107.14.)

The meeting packet of the open session materials for this meeting is available by going to the Oneida Nation's official website at: [oneida-nsn.gov/government/business-committee/agendas-packets/](http://oneida-nsn.gov/government/business-committee/agendas-packets/)

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

Anna John Resident Centered Care Community Board - Kristin Jorgenson-Dann and Beverly Anderson

## Business Committee Agenda Request

1. Meeting Date Requested: **04/28/21**

2. General Information:

Session:  Open  Executive – must qualify under §107.4-1.

Justification: *Choose reason for Executive.*

3. Supporting Documents:

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Bylaws                 | <input type="checkbox"/> Fiscal Impact Statement | <input type="checkbox"/> Presentation           |
| <input type="checkbox"/> Contract Document(s)   | <input type="checkbox"/> Law                     | <input type="checkbox"/> Report                 |
| <input type="checkbox"/> Correspondence         | <input type="checkbox"/> Legal Review            | <input type="checkbox"/> Resolution             |
| <input type="checkbox"/> Draft GTC Notice       | <input type="checkbox"/> Minutes                 | <input type="checkbox"/> Rule (adoption packet) |
| <input type="checkbox"/> Draft GTC Packet       | <input type="checkbox"/> MOU/MOA                 | <input type="checkbox"/> Statement of Effect    |
| <input type="checkbox"/> E-poll results/back-up | <input type="checkbox"/> Petition                | <input type="checkbox"/> Travel Documents       |
| <input checked="" type="checkbox"/> Other: Memo |  |   |

4. Budget Information:

- |   |  |                                     |
|---|--|-------------------------------------|
| <input type="checkbox"/> Budgeted       | <input type="checkbox"/> Budgeted – Grant Funded | <input type="checkbox"/> Unbudgeted |
| <input type="checkbox"/> Not Applicable | <input type="checkbox"/> Other: <i>Describe</i>  |                                     |

5. Submission:

Authorized Sponsor: Lisa Liggins, Secretary

Primary Requestor: Brooke Doxtator, BCC Supervisor

Additional Requestor: (Name, Title/Entity)

Additional Requestor: (Name, Title/Entity)

Submitted By: BDOXTAT1

A good mind. A good heart. A strong fire.



## Business Committee Agenda Request – Cover Memo

**From:** Brooke Doxtator, BCC Supervisor  
**Date:** 4/19/2021  
**RE:** Oaths of Office for Anna John Resident Centered Care Community Board

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### **PURPOSE**

The Boards, Committees, and Commissions law section 105.9-1 states “all appointed and elected positions are official upon taking an oath during a regular or special Oneida Business Committee meeting or at an alternative time and location as determined by the Secretary.”

### **BACKGROUND**

On April 14, 2021 the Oneida Business Committee appointed Kristin Jorgenson-Dann and Beverly Anderson to the Anna John Resident Centered Care Community Board.

### **REQUESTED ACTION**

Administer oath of office to Kristin Jorgenson-Dann and Beverly Anderson.

Oneida Nation Arts Board - Kent Hutchison, Kelli Strickland, and Frances Brigham

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## Business Committee Agenda Request

1. Meeting Date Requested: 04/28/21

2. General Information:

Session:  Open  Executive – must qualify under §107.4-1.

Justification: *Choose reason for Executive.*

3. Supporting Documents:

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Bylaws                 | <input type="checkbox"/> Fiscal Impact Statement | <input type="checkbox"/> Presentation           |
| <input type="checkbox"/> Contract Document(s)   | <input type="checkbox"/> Law                     | <input type="checkbox"/> Report                 |
| <input type="checkbox"/> Correspondence         | <input type="checkbox"/> Legal Review            | <input type="checkbox"/> Resolution             |
| <input type="checkbox"/> Draft GTC Notice       | <input type="checkbox"/> Minutes                 | <input type="checkbox"/> Rule (adoption packet) |
| <input type="checkbox"/> Draft GTC Packet       | <input type="checkbox"/> MOU/MOA                 | <input type="checkbox"/> Statement of Effect    |
| <input type="checkbox"/> E-poll results/back-up | <input type="checkbox"/> Petition                | <input type="checkbox"/> Travel Documents       |
| <input checked="" type="checkbox"/> Other: Memo |  |   |

4. Budget Information:

- |   |  |                                     |
|---|--|-------------------------------------|
| <input type="checkbox"/> Budgeted       | <input type="checkbox"/> Budgeted – Grant Funded | <input type="checkbox"/> Unbudgeted |
| <input type="checkbox"/> Not Applicable | <input type="checkbox"/> Other: <i>Describe</i>  |                                     |

5. Submission:

Authorized Sponsor: Lisa Liggins, Secretary

Primary Requestor: Brooke Doxtator, BBC Supervisor

Additional Requestor: (Name, Title/Entity)

Additional Requestor: (Name, Title/Entity)

Submitted By: CWILSON1

A good mind. A good heart. A strong fire.



## Business Committee Agenda Request – Cover Memo

**From:** Brooke Doxtator, BCC Supervisor  
**Date:** 4/22/2021  
**RE:** Oaths of Office for Oneida Nation Arts Board

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### **PURPOSE**

The Boards, Committees, and Commissions law section 105.9-1 states “all appointed and elected positions are official upon taking an oath during a regular or special Oneida Business Committee meeting or at an alternative time and location as determined by the Secretary.”

### **BACKGROUND**

On April 14, 2021 the Oneida Business Committee appointed Kent Hutchison, Kelli Strickland, and Frances Brigham to the Oneida Nation Arts Board

### **REQUESTED ACTION**

Administer oath of office to Kent Hutchison, Kelly Strickland, and Frances Brigham

Approve the April 14, 2021, regular Business Committee meeting minutes

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## Business Committee Agenda Request

**1. Meeting Date Requested:** 04/28/21

**2. General Information:**

Session:  Open  Executive – must qualify under §107.4-1.

Justification: *Choose reason for Executive.*

**3. Supporting Documents:**

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Bylaws                 | <input type="checkbox"/> Fiscal Impact Statement | <input type="checkbox"/> Presentation           |
| <input type="checkbox"/> Contract Document(s)   | <input type="checkbox"/> Law                     | <input type="checkbox"/> Report                 |
| <input type="checkbox"/> Correspondence         | <input type="checkbox"/> Legal Review            | <input type="checkbox"/> Resolution             |
| <input type="checkbox"/> Draft GTC Notice       | <input checked="" type="checkbox"/> Minutes      | <input type="checkbox"/> Rule (adoption packet) |
| <input type="checkbox"/> Draft GTC Packet       | <input type="checkbox"/> MOU/MOA                 | <input type="checkbox"/> Statement of Effect    |
| <input type="checkbox"/> E-poll results/back-up | <input type="checkbox"/> Petition                | <input type="checkbox"/> Travel Documents       |
| <input type="checkbox"/> Other: <i>Describe</i> |  |   |

**4. Budget Information:**

- |   |  |                                     |
|---|--|-------------------------------------|
| <input type="checkbox"/> Budgeted       | <input type="checkbox"/> Budgeted – Grant Funded | <input type="checkbox"/> Unbudgeted |
| <input type="checkbox"/> Not Applicable | <input type="checkbox"/> Other: <i>Describe</i>  |                                     |

**5. Submission:**

Authorized Sponsor: Lisa Liggins, Secretary

Primary Requestor: \_\_\_\_\_

Additional Requestor: (Name, Title/Entity)

Additional Requestor: (Name, Title/Entity)

Submitted By: CWILSON1

**DRAFT****Oneida Business Committee**

Regular Meeting  
8:30 AM Wednesday, April 14, 2021  
BC Conference Room, 2nd floor, Norbert Hill Center

**Minutes****REGULAR MEETING**

**Present:** Chairman Tehassi Hill, Vice-Chairman Brandon Stevens, Secretary Lisa Liggins, Council members: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Marie Summers, Jennifer Webster;

**Not Present:** Treasurer Tina Danforth;

**Arrived at:** n/a;

**Others present:** Jo Anne House, Larry Barton, Danelle Wilson (via Microsoft Teams<sup>1</sup>), Geraldine Danforth (via Microsoft Teams), Clorissa Santiago, Kristen Hooker, Jessica Vandekamp (via Microsoft Teams), Brooke Doxtator (via Microsoft Teams), Debbie Melchert (via Microsoft Teams), Aliskwet Ellis (via Microsoft Teams), Rae Skenandore (via Microsoft Teams), Melanie Burkhart (via Microsoft Teams), Melinda J. Danforth (via Microsoft Teams), Lori Elm (via Microsoft Teams), Chad Wilson;

**I. CALL TO ORDER**

*Meeting called to order by Chairman Tehassi Hill at 8:31 a.m.*

*For the record: Treasurer Tina Danforth is on vacation.*

**II. OPENING (00:00:10)**

*Opening provided by Councilman Kirby Metoxen.*

**A. Special recognition for years of service**

Sponsor: Geraldine Danforth, Area Manager/Human Resources

*Special recognition for years of service by Tehassi Hill of the following individuals: 45 years of service - Celestine M. Denny; 30 years of service - Jacqueline M. Smith, Reese E. Hill, Victoria L. Blaker; 25 years of service - Gunladunt Webster, Barbara J. Truttmann, Emilie J. Jordan, Lisa M. Bigfire, Victoria L. Kruger, Ricky J. Fuss, Evan S. Doxtater, Geraldine C. Parker, Tina A. Lagest, Debra J. Leclair, Kenneth P. Cornelius;*

<sup>1</sup> Microsoft Teams is software which provides a communication and collaboration platform for workplace chat, file sharing, and video meetings

**DRAFT****III. ADOPT THE AGENDA (00:03:28)**

Motion by Lisa Liggins to approve the agenda with one (1) addition and one (1) deletion [1] add item IV.4.D. Adopt resolution entitled Oneida Nation Assistance Fund; 2) delete item IX.D.5. Approve the Human Resource General Manager job description and assign a sub-team to complete the hiring process], seconded by David P. Jordan. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Kirby Metoxen,  
Brandon Stevens, Marie Summers, Jennifer Webster  
Not Present: Tina Danforth

**IV. RESOLUTIONS****A. Adopt resolution entitled Extension of the Waiver of the Application Fee under the Pardon and Forgiveness Law for Fiscal Year 2022 (00:05:18)**

Sponsor: Jo Anne House, Chief Counsel

Motion by Lisa Liggins to adopt resolution entitled Extension of the Waiver of the Application Fee under the Pardon and Forgiveness Law for Fiscal Year 2022, seconded by Brandon Stevens. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Kirby Metoxen,  
Brandon Stevens, Marie Summers, Jennifer Webster  
Not Present: Tina Danforth

**B. Adopt resolution entitled Authorization of Boards, Committees and Commissions to Meet and Superseding the Temporary Closure (00:06:04)**

Sponsor: Jo Anne House, Chief Counsel

Motion by Lisa Liggins to adopt resolution entitled Authorization of Boards, Committees and Commissions to Meet and Superseding the Temporary Closure status with one (1) noted change adding the effective date of June 14, 2021, seconded by Marie Summers. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Kirby Metoxen,  
Brandon Stevens, Marie Summers, Jennifer Webster  
Not Present: Tina Danforth

Motion by Lisa Liggins to approve the implementation of the Oneida Pow-wow Committee pilot project, previously approved on February 12, 2020 for an additional one-year period, seconded by David P. Jordan. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Kirby Metoxen,  
Brandon Stevens, Marie Summers, Jennifer Webster  
Not Present: Tina Danforth

**C. Adopt resolution entitled 2021 Summer Tribal Youth Program (00:26:53)**

Sponsor: Patrick Pelky, Division Director EHSL&A

Motion by Lisa Liggins to adopt resolution entitled 2021 Summer Tribal Youth Program with one (1) noted change to line one (1) adding grant application to the title, seconded by Jennifer Webster. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Kirby Metoxen,  
Brandon Stevens, Marie Summers, Jennifer Webster  
Not Present: Tina Danforth

**DRAFT****D.. Adopt resolution entitled Oneida Nation Assistance Fund (00:29:40); (01:19:02)**  
Sponsor: David P. Jordan, Councilman

Motion by Jennifer Webster to approve the Oneida Nation Assistance Fund with the noted change to Line 45 [change from, "...between 18 to 61 years of...", change to, "...age 18 or over..."] seconded by Lisa Liggins. Motion withdrawn.

Motion by Lisa Liggins to defer this item until after executive session noting the resolution will be brought back with three (3) additional considerations, [1) the correction to line 45 [change from, "...between 18 to 61 years of...", change to, "...age 18 or older..."]; 2) noting the LOCs considerations for possible garnishments moving forward; 3) CFO's comments regarding Treasury guidance for the 65 and over payment.], seconded by Marie Summers. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Kirby Metoxen,  
Brandon Stevens, Marie Summers, Jennifer Webster  
Not Present: Tina Danforth

Motion by Lisa Liggins to adopt the resolution entitled Oneida Nation Assistance Fund noting an updated resolution was provided, seconded by Marie Summers. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Kirby Metoxen,  
Brandon Stevens, Marie Summers, Jennifer Webster  
Not Present: Tina Danforth

*Item V.A. was addressed next*

**V. APPOINTMENTS****A. Determine next steps regarding four (4) vacancies - Oneida Nation Arts Board (00:48:27); (01:19:43)**

Sponsor: Lisa Liggins, Secretary

Motion by Lisa Liggins to defer this item until after executive session, seconded by Jennifer Webster. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Kirby Metoxen,  
Brandon Stevens, Marie Summers, Jennifer Webster  
Not Present: Tina Danforth

Motion by Lisa Liggins to appoint Kent Hutchison and Kelly Strickland to the Oneida Nation Arts Board with a term end date of March 31, 2023 and appoint Frances Brigham to the Oneida Nation Arts Board with a term end date of March 31, 2024 and to repost the remaining vacancy, seconded by Kirby Metoxen. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Kirby Metoxen,  
Brandon Stevens, Marie Summers, Jennifer Webster  
Not Present: Tina Danforth

*Item V.B. was addressed next*

**DRAFT**

- B. Determine next steps regarding four (4) vacancies - Anna John Resident Centered Care Community Board (00:49:00); (01:20:36)**  
Sponsor: Lisa Liggins, Secretary

Motion by Lisa Liggins to defer this item until after executive session, seconded by Marie Summers.  
Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Kirby Metoxen,  
Brandon Stevens, Marie Summers, Jennifer Webster  
Not Present: Tina Danforth

Motion by Lisa Liggins to appoint Kristin Jorgenson-Dann and Beverly Anderson to the Oneida Nation Anna John Resident Centered Care Community Board with a term end date of July 31, 2023 and to post the remaining vacancies, seconded by Marie Summers. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Kirby Metoxen,  
Brandon Stevens, Marie Summers, Jennifer Webster  
Not Present: Tina Danforth

*Item IX.A.1. was addressed next*

**VI. STANDING COMMITTEES****A. LEGISLATIVE OPERATING COMMITTEE**

- 1. Accept the March 3, 2021, regular Legislative Operating Committee meeting minutes (00:49:24)**  
Sponsor: David P. Jordan, Councilman

Motion by Jennifer Webster to accept the March 3, 2021, regular Legislative Operating Committee meeting minutes, seconded by Marie Summers. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Kirby Metoxen,  
Brandon Stevens, Marie Summers, Jennifer Webster  
Not Present: Tina Danforth

- 2. Adopt the Oneida Nation Standard Operating Procedure entitled Oneida General Welfare Law - Adoption of an Approved Program (00:49:50)**  
Sponsor: David P. Jordan, Councilman

Motion by Lisa Liggins to adopt the Oneida Business Committee standard operating procedure entitled Oneida General Welfare Law - Adoption of an Approved Program and direct the Secretary to finalize the SOP and publish, seconded by David P. Jordan. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Kirby Metoxen,  
Brandon Stevens, Marie Summers, Jennifer Webster  
Not Present: Tina Danforth

- 3. Approve the Audit Committee bylaws amendments (00:52:00)**  
Sponsor: David P. Jordan, Councilman

Motion by Lisa Liggins to adopt the Audit Committee bylaws amendments, seconded by David P. Jordan. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Kirby Metoxen,  
Brandon Stevens, Marie Summers, Jennifer Webster  
Not Present: Tina Danforth

**DRAFT****B. QUALITY OF LIFE COMMITTEE**

- 1. Accept the February 18, 2021, regular Quality of Life meeting minutes (00:57:31)**  
Sponsor: Marie Summers, Councilwoman

Motion by Jennifer Webster to accept the February 18, 2021, regular Quality of Life meeting minutes, seconded by Brandon Stevens. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Kirby Metoxen,  
Brandon Stevens, Marie Summers, Jennifer Webster  
Not Present: Tina Danforth

**VII. NEW BUSINESS**

- A. Determine next steps regarding quorum for the Pardon and Forgiveness Screening Committee (00:58:04)**  
Sponsor: Lisa Liggins, Secretary

Motion by Jennifer Webster to adopt the three (3) requested actions in memorandum dated April 7, 2021 [1) amend the by-laws of the Pardon and Forgiveness Screening Committee, section 1-5(a) that all alternates, as specifically identified in subsections 1-5(a)(1)(A-C), are now members and shall be eligible to make up the three person quorum requirement in section 3-5, and that such amendments shall remain in place until rescinded by the Oneida Business Committee or the by-laws are amended; 2) direct the Pardon and Forgiveness Screening Committee to meet as soon as possible to address existing applications; 3) direct the Legislative Operating Committee to develop emergency amendments to 126.8 of the Pardon and Forgiveness Law to allow a virtual hearing to be scheduled as soon as possible regarding the existing applications to avoid further delay for the April 28, 2021 Oneida Business Committee meeting], seconded by Marie Summers. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Kirby Metoxen,  
Brandon Stevens, Marie Summers, Jennifer Webster  
Not Present: Tina Danforth

- B. Approve the Community Health Department request to post one (1) grant funded limited term position for one (1) Stroke Prevention Wellness Coach (01:01:36)**  
Sponsor: Geraldine Danforth, Area Manager/Human Resources

Motion by Jennifer Webster to approve the Community Health Department request to post one (1) grant funded limited term position for one (1) Stroke Prevention Wellness Coach, seconded by Marie Summers. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Kirby Metoxen,  
Brandon Stevens, Marie Summers, Jennifer Webster  
Not Present: Tina Danforth

- C. Approve the Family Services Department request to post two (2) grant funded positions for one (1) Social Worker/Case Manager and one (1) Case Aide (01:02:39)**  
Sponsor: Geraldine Danforth, Area Manager/Human Resources

Motion by Lisa Liggins to approve the Family Services Department request to post two (2) grant funded positions for one (1) Social Worker/Case Manager and one (1) Case Aide, seconded by Kirby Metoxen. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Kirby Metoxen,  
Brandon Stevens, Marie Summers, Jennifer Webster  
Not Present: Tina Danforth

**DRAFT**

- D. Accept the notice that Councilman Kirby Metoxen has been confirmed as Vice-President of the Native American Tourism of Wisconsin Board (01:05:27)**  
Sponsor: Kirby Metoxen, Councilman

Motion by David P. Jordan to accept the notice that Councilman Kirby Metoxen has been confirmed as Vice-President of the Native American Tourism of Wisconsin Board, seconded by Marie Summers.

Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Brandon Stevens, Marie Summers, Jennifer Webster  
Abstained: Kirby Metoxen  
Not Present: Tina Danforth

- E. Accept the notice that Councilwoman Jennifer Webster has been appointed as primary delegate for the Bemidji area of the Administration for Children and Families, Tribal Advisory Committee (01:06:32)**  
Sponsor: Jennifer Webster, Councilwoman

Motion by David P. Jordan to accept the notice that Councilwoman Jennifer Webster has been appointed as primary delegate for the Bemidji area of the Administration for Children and Families, Tribal Advisory Committee, seconded by Lisa Liggins. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Kirby Metoxen, Brandon Stevens, Marie Summers  
Abstained: Jennifer Webster  
Not Present: Tina Danforth

- F. Enter e-poll results into the record regarding the adopted BC resolution # 03-19-21-A (01:07:12)**  
Sponsor: Lisa Liggins, Secretary

Motion by David P. Jordan to enter the e-poll results into the record regarding the adopted BC resolution # 03-19-21-A, seconded by Kirby Metoxen. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Kirby Metoxen, Brandon Stevens, Marie Summers, Jennifer Webster  
Not Present: Tina Danforth

- G. Enter e-poll results into the record regarding the approved request for an exception to BC Resolution 12-31-20-A to post the Family Court Judge position for all applicants (01:07:34)**  
Sponsor: Lisa Liggins, Secretary

Motion by David P. Jordan to enter the e-poll results into the record regarding the approved request for an exception to BC Resolution 12-31-20-A to post the Family Court Judge position for all applicants, seconded by Marie Summers. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Kirby Metoxen, Brandon Stevens, Marie Summers, Jennifer Webster  
Not Present: Tina Danforth

**DRAFT****VIII. GENERAL TRIBAL COUNCIL****A. Approve four (4) requested actions - Petitioner Lori Elm re: Real Property law Eviction and Termination (01:08:02)**

Sponsor: Lisa Liggins, Secretary

Motion by Jennifer Webster to approve the four (4) requested actions [1) To acknowledge receipt of the petition from Lori Elm regarding Real Property Law Eviction and Termination; 2) To assign the petition to the next available GTC meeting agenda for consideration; 3) To direct the BC Direct Report Offices to complete and submit their administrative impact statements of the petition to the TribalSecretary mailbox by Wednesday, May 5, 2021. 4) To direct the Law, Finance, and Legislative Reference Offices to complete, respectively, the legal review, fiscal impact statement, and statement of effect with status updates to be submitted for the June 9, 2021, regular Business Committee meeting agenda and the first BC meeting of the month thereafter or until the final documents are submitted], seconded by Marie Summers. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Kirby Metoxen,  
Brandon Stevens, Marie Summers, Jennifer Webster

Not Present: Tina Danforth

**IX. EXECUTIVE SESSION (01:18:20)**

Motion by Lisa Liggins to go into executive session at 9:49 a.m., seconded by David P. Jordan. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Kirby Metoxen,  
Brandon Stevens, Marie Summers, Jennifer Webster

Not Present: Tina Danforth

Motion by Lisa Liggins to come out of executive session at 11:35 a.m., seconded by David P. Jordan. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Kirby Metoxen,  
Brandon Stevens, Marie Summers, Jennifer Webster

Not Present: Tina Danforth

*Item IV.D. was addressed next*

**A. REPORTS****1. Accept the Chief Council Report (01:21:16)**

Sponsor: Jo Anne House, Chief Counsel

Motion by Jennifer Webster to accept the Chief Council Report, seconded by Marie Summers. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Kirby Metoxen,  
Brandon Stevens, Marie Summers, Jennifer Webster

Not Present: Tina Danforth

**DRAFT****B. AUDIT COMMITTEE****1. Accept the February 18, 2021, regular Audit Committee meeting minutes (01:21:29)**

Sponsor: David P. Jordan, Councilman

Motion by Kirby Metoxen to accept the February 18, 2021, regular Audit Committee meeting minutes, seconded by Jennifer Webster. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Kirby Metoxen,  
Brandon Stevens, Marie Summers, Jennifer Webster

Not Present: Tina Danforth

**2. Accept the Mississippi Stud compliance audit and lift the confidentiality requirement (01:21:46)**

Sponsor: David P. Jordan, Councilman

Motion by Marie Summers to accept the Mississippi Stud compliance audit and lift the confidentiality requirement, seconded by David P. Jordan. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Kirby Metoxen,  
Brandon Stevens, Marie Summers, Jennifer Webster

Not Present: Tina Danforth

**C. UNFINISHED BUSINESS****1. Accept the Complaint Process for Finance SOP as information (01:22:04)**

Sponsor: Lisa Liggins, Secretary

Motion by Lisa Liggins to accept the Complaint Process for Finance SOP as information, seconded by David P. Jordan. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Kirby Metoxen,  
Brandon Stevens, Marie Summers, Jennifer Webster

Not Present: Tina Danforth

**2. Accept the HR Area Manager's follow-up report regarding the process for layoffs, furloughs, and recalls (01:22:20)**

Sponsor: Geraldine Danforth, Area Manager/Human Resources

Motion by David P. Jordan to accept the discussion regarding the HR Area Manager's follow-up report as information and defer the report to the April 28, 2021, regular Business Committee meeting agenda, seconded by Marie Summers. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Kirby Metoxen,  
Brandon Stevens, Marie Summers, Jennifer Webster

Not Present: Tina Danforth

**DRAFT****D. NEW BUSINESS**

- 1. Review applications for four (4) vacancies - Oneida Nation Arts Board (01:22:41)**  
Sponsor: Lisa Liggins, Secretary

Motion by Kirby Metoxen to accept the discussion regarding three (3) vacancies - Oneida Nation Arts Board, seconded by Brandon Stevens. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Kirby Metoxen,  
Brandon Stevens, Marie Summers, Jennifer Webster

Not Present: Tina Danforth

- 2. Review applications for four (4) vacancies - Anna John Resident Centered Care Community Board (01:23:04)**  
Sponsor: Lisa Liggins, Secretary

Motion by David P. Jordan to accept the discussion regarding four (4) vacancies - Anna John Resident Centered Care Community Board, seconded by Marie Summers. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Kirby Metoxen,  
Brandon Stevens, Marie Summers, Jennifer Webster

Not Present: Tina Danforth

- 3. Determine next steps regarding the amendment of file # 2020-0464 (01:23:23)**  
Sponsor: Jessica Vandekamp, Employee Relations Representative

Motion by David P. Jordan to approve the extension of employment agreement and authorize the Chairman to sign agreement, seconded by Brandon Stevens. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Kirby Metoxen,  
Brandon Stevens, Marie Summers, Jennifer Webster

Not Present: Tina Danforth

**DRAFT**

**5. Enter the e-poll results into the record regarding the approved letter of intent to renegotiate the agreement with Greater Green Bay Convention and Visitors Bureau (01:23:57)**

Sponsor: Lisa Liggins, Secretary

Motion by David P. Jordan to enter the e-poll results into the record regarding the approved letter of intent to renegotiate the agreement with Greater Green Bay Convention and Visitors Bureau, seconded by Marie Summers. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Kirby Metoxen, Brandon Stevens, Marie Summers, Jennifer Webster

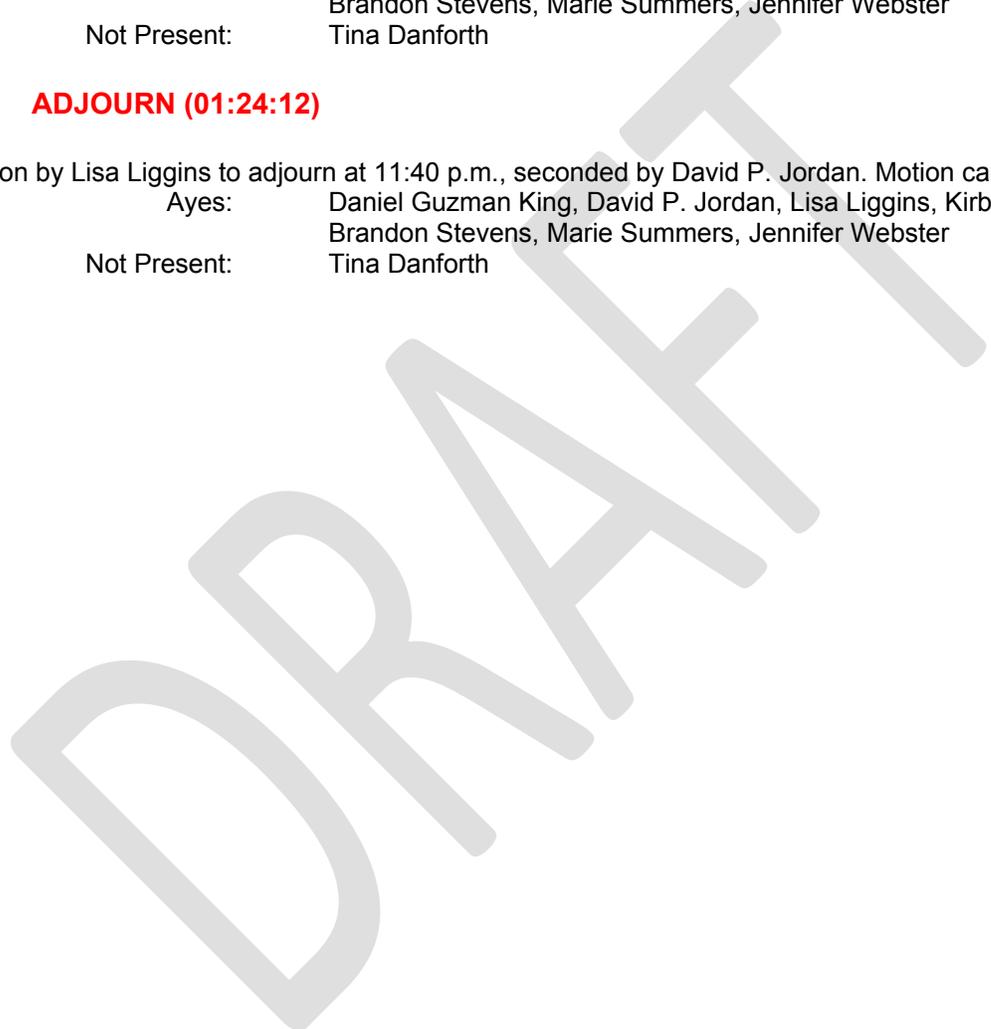
Not Present: Tina Danforth

**X. ADJOURN (01:24:12)**

Motion by Lisa Liggins to adjourn at 11:40 p.m., seconded by David P. Jordan. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Kirby Metoxen, Brandon Stevens, Marie Summers, Jennifer Webster

Not Present: Tina Danforth



Minutes prepared by Chad Wilson, Senior Information Management Specialist.  
Minutes approved as presented on \_\_\_\_\_.

\_\_\_\_\_  
Lisa Liggins, Secretary  
ONEIDA BUSINESS COMMITTEE

Approve the March 24, 2021, regular Business Committee meeting minutes pending adding the audio...

## Business Committee Agenda Request

1. Meeting Date Requested: 04/28/21

2. General Information:

Session:  Open  Executive – must qualify under §107.4-1.  
Justification: *Choose reason for Executive.*

3. Supporting Documents:

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Bylaws                 | <input type="checkbox"/> Fiscal Impact Statement | <input type="checkbox"/> Presentation           |
| <input type="checkbox"/> Contract Document(s)   | <input type="checkbox"/> Law                     | <input type="checkbox"/> Report                 |
| <input type="checkbox"/> Correspondence         | <input type="checkbox"/> Legal Review            | <input type="checkbox"/> Resolution             |
| <input type="checkbox"/> Draft GTC Notice       | <input checked="" type="checkbox"/> Minutes      | <input type="checkbox"/> Rule (adoption packet) |
| <input type="checkbox"/> Draft GTC Packet       | <input type="checkbox"/> MOU/MOA                 | <input type="checkbox"/> Statement of Effect    |
| <input type="checkbox"/> E-poll results/back-up | <input type="checkbox"/> Petition                | <input type="checkbox"/> Travel Documents       |
| <input type="checkbox"/> Other: <i>Describe</i> |  |   |

4. Budget Information:

- |   |  |                                     |
|---|--|-------------------------------------|
| <input type="checkbox"/> Budgeted       | <input type="checkbox"/> Budgeted – Grant Funded | <input type="checkbox"/> Unbudgeted |
| <input type="checkbox"/> Not Applicable | <input type="checkbox"/> Other: <i>Describe</i>  |                                     |

5. Submission:

Authorized Sponsor: Lisa Liggins, Secretary

Primary Requestor: \_\_\_\_\_

Additional Requestor: (Name, Title/Entity)

Additional Requestor: (Name, Title/Entity)

Submitted By: CWILSON1

**DRAFT****Oneida Business Committee**

Regular Meeting  
8:30 AM Wednesday, March 24, 2021  
BC Conference Room, 2nd floor, Norbert Hill Center

**Minutes****REGULAR MEETING**

**Present:** Chairman Tehassi Hill, Vice-Chairman Brandon Stevens, Treasurer Tina Danforth, Secretary Lisa Liggins, Council members: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Marie Summers;

**Not Present:** Councilwoman Jennifer Webster;

**Arrived at:** n/a

**Others present:** Jo Anne House, Larry Barton, Danelle Wilson (via Microsoft Teams<sup>1</sup>); Debbie Thundercloud (via Microsoft Teams), Melinda J. Danforth (via Microsoft Teams), Candice Skenandore (via Microsoft Teams), Melissa Nuthals (via Microsoft Teams), Brandon Wisneski (via Microsoft Teams), Pat Pelkey (via Microsoft Teams), Debbie Danforth (via Microsoft Teams), Dr. Vir (via Microsoft Teams), Mercie Danforth (via Microsoft Teams), Tina Jorgenson (via Microsoft Teams), Renita Hernandez (via Microsoft Teams), Jason Doxtator (via Microsoft Teams), Eric Bristol (via Microsoft Teams), Donald DeChamps (via Microsoft Teams), Don Miller (via Microsoft Teams), Jackie Smith (via Microsoft Teams), Melanie Burkhardt (via Microsoft Teams), Susan House (via Microsoft Teams), Lori Hill (via Microsoft Teams), Loucinda Conway (via Microsoft Teams), Kaylynn Gresham (via Microsoft Teams), Geraldine Danforth (via Microsoft Teams), Rae Skenandore (via Microsoft Teams), Louise Cornelius (via Microsoft Teams), Chad Fuss (via Microsoft Teams), Jennifer Berg-Hargrove (via Microsoft Teams), Jessica Vandekamp;

**I. CALL TO ORDER**

*Meeting called to order by Chairman Tehassi Hill at 8:33 a.m.*

*For the record: Councilwoman Jennifer Webster is excused.*

**II. OPENING**

*Opening provided by Councilman Kirby Metoxen.*

**III. ADOPT THE AGENDA**

Motion by David P. Jordan to adopt the agenda with three (3) additions [1] add item VII.F. Accept the organizational chart and re-open report; 2) add item VIII.A.3. Accept the Chief Counsel report; and 3) add item VIII.A.4. Accept the General Manager report], seconded by Brandon Stevens. Motion carried:

Ayes: Tina Danforth, Daniel Guzman King, David P. Jordan, Lisa Liggins,  
Kirby Metoxen, Brandon Stevens, Marie Summers

Not Present: Jennifer Webster

<sup>1</sup> Microsoft Teams is software which provides a communication and collaboration platform for workplace chat, file sharing, and video meetings

**DRAFT****IV. MINUTES****A. Approve the March 2, 2021, special Business Committee meeting minutes**

Sponsor: Lisa Liggins, Secretary

Motion by Lisa Liggins to approve the March 2, 2021, special Business Committee meeting minutes, seconded by Marie Summers. Motion carried:

Ayes: Tina Danforth, Daniel Guzman King, Lisa Liggins, Kirby Metoxen,  
Marie Summers  
Abstained: David P. Jordan, Brandon Stevens  
Not Present: Jennifer Webster

**B. Approve the March 10, 2020, regular Business Committee meeting minutes**

Sponsor: Lisa Liggins, Secretary

Motion by David P. Jordan to approve the March 10, 2021, regular Business Committee meeting minutes, seconded by Lisa Liggins. Motion carried:

Ayes: Tina Danforth, Daniel Guzman King, David P. Jordan, Lisa Liggins,  
Kirby Metoxen, Brandon Stevens, Marie Summers  
Not Present: Jennifer Webster

**V. RESOLUTIONS****A. Approve resolution entitled Amendments to the Oneida Airport Hotel Corporation Bylaws**

Sponsor: Kirby Metoxen, Councilman

Motion by Daniel Guzman King to adopt resolution 03-24-21-A Amendments to the Oneida Airport Hotel Corporation Bylaws, seconded by Marie Summers. Motion carried:

Ayes: Tina Danforth, Daniel Guzman King, David P. Jordan, Lisa Liggins,  
Kirby Metoxen, Brandon Stevens, Marie Summers  
Not Present: Jennifer Webster

**DRAFT****VI. STANDING COMMITTEES****A. COMMUNITY DEVELOPMENT PLANNING COMMITTEE****1. Accept the January 7, 2021, regular Community Development Planning Committee meeting minutes**

Sponsor: Brandon Stevens, Vice-Chairman

Motion by Lisa Liggins to accept the January 7, 2021, regular Community Development Planning Committee meeting minutes, seconded by Marie Summers. Motion carried:

Ayes: Tina Danforth, Daniel Guzman King, David P. Jordan, Lisa Liggins,  
Kirby Metoxen, Brandon Stevens, Marie Summers

Not Present: Jennifer Webster

**2. Accept the February 4, 2021, regular Community Development Planning Committee meeting minutes**

Sponsor: Brandon Stevens, Vice-Chairman

Motion by David P. Jordan to accept the February 4, 2021, regular Community Development Planning Committee meeting minutes, seconded by Lisa Liggins. Motion carried:

Ayes: Tina Danforth, Daniel Guzman King, David P. Jordan, Lisa Liggins,  
Kirby Metoxen, Brandon Stevens, Marie Summers

Not Present: Jennifer Webster

**B. FINANCE COMMITTEE****1. Accept the March 1, 2021, regular Finance Committee meeting minutes**

Sponsor: Tina Danforth, Treasurer

Motion by Kirby Metoxen to accept the March 1, 2021, regular Finance Committee meeting minutes, seconded by Marie Summers. Motion carried:

Ayes: Tina Danforth, Daniel Guzman King, David P. Jordan, Lisa Liggins,  
Kirby Metoxen, Brandon Stevens, Marie Summers

Not Present: Jennifer Webster

**2. Accept the March 15, 2021, regular Finance Committee meeting minutes**

Sponsor: Tina Danforth, Treasurer

Motion by Brandon Stevens to accept the March 15, 2021, regular Finance Committee meeting minutes, seconded by Kirby Metoxen. Motion carried:

Ayes: Tina Danforth, Daniel Guzman King, David P. Jordan, Lisa Liggins,  
Kirby Metoxen, Brandon Stevens, Marie Summers

Not Present: Jennifer Webster

**DRAFT****VII. NEW BUSINESS**

- A. Post one (1) vacancy - Oneida Trust Enrollment Committee**  
Sponsor: Lisa Liggins, Secretary

Motion by David P. Jordan to post one (1) vacancy for the Oneida Trust Enrollment Committee, seconded by Lisa Liggins. Motion carried:

Ayes: Tina Danforth, Daniel Guzman King, David P. Jordan, Lisa Liggins,  
Kirby Metoxen, Brandon Stevens, Marie Summers  
Not Present: Jennifer Webster

- B. Post ten (10) vacancies for alternates for 2021 Special Election - Oneida Election Board**  
Sponsor: Lisa Liggins, Secretary

Motion by Lisa Liggins to post ten (10) vacancies Oneida Election Board alternates for the 2021 Special Election, seconded by Marie Summers. Motion carried:

Ayes: Tina Danforth, Daniel Guzman King, David P. Jordan, Lisa Liggins,  
Kirby Metoxen, Brandon Stevens, Marie Summers  
Not Present: Jennifer Webster

- C. Determine next steps regarding the request from the Oneida Election Board for emergency amendments to the Election law**  
Sponsor: Candance House, Chairwoman/Election Board

Motion by Lisa Liggins to send the request from the Oneida Election Board for emergency amendments to the Election law to the Legislative Operating Committee for consideration, seconded by David P. Jordan. Motion carried:

Ayes: Tina Danforth, Daniel Guzman King, David P. Jordan, Lisa Liggins,  
Kirby Metoxen, Brandon Stevens, Marie Summers  
Not Present: Jennifer Webster

- D. Approve the Family Services request to post two (2) grant funded positions for one (1) Community Advocate (Women's Domestic Abuse) and one (1) Community Advocate (Prevention)**  
Sponsor: Geraldine Danforth, Area Manager/Human Resources

Motion by Lisa Liggins to approve the request from Family Services to post two (2) grant funded positions for one (1) Community Advocate (Women's Domestic Abuse) and one (1) Community Advocate (Prevention), seconded by Daniel Guzman King. Motion carried:

Ayes: Tina Danforth, Daniel Guzman King, David P. Jordan, Lisa Liggins,  
Kirby Metoxen, Brandon Stevens, Marie Summers  
Not Present: Jennifer Webster

**DRAFT****E. Review the Cage/Vault/Kiosk Chapter 10 Minimum Internal Controls and determine appropriate next steps**

Sponsor: Mark A. Powless Sr., Chair/Oneida Gaming Commission

Motion by Lisa Liggins to accept the notice of the OGMICs Chapter 10 Cage/Vault/Kiosk approved by the Oneida Gaming Commission on March 15, 2021, and direct notice to the Gaming Commission there are no requested revisions under section 501.6-14(d), seconded by David P. Jordan. Motion carried:

Ayes: Tina Danforth, Daniel Guzman King, David P. Jordan, Lisa Liggins, Kirby Metoxen, Brandon Stevens, Marie Summers  
Not Present: Jennifer Webster

**F. Accept the organizational chart and re-opening plans**

Sponsor: Debbie Thundercloud, General Manager

Motion by Lisa Liggins to accept the organizational chart update and re-opening plans and forward this item to be a standing item on the BC Work Session agenda for any future updates and clarifications, seconded by Brandon Stevens. Motion carried:

Ayes: Tina Danforth, Daniel Guzman King, David P. Jordan, Lisa Liggins, Brandon Stevens  
Opposed: Kirby Metoxen  
Abstained: Marie Summers  
Not Present: Jennifer Webster

*For the record: Councilman Kirby Metoxen stated I'm just opposed because I didn't even get a chance to look at the whole report. It was a handout.*

*For the record: Treasurer Tina Danforth stated I would just like to say I did support this mainly as information because I know I've asked a couple times for an update on the restructuring and this is the first I've seen of it in over six months. I'm appreciative of the fact we have something now. I think it's vitally important as we're going through a transition phase. I appreciate the help that staff have done to put this together and I'm looking forward to more detail especially around staffing. We're in the process also of doing staffing levels, and it would have been helpful to see some staffing levels in this report as well.*

Motion by Lisa Liggins to direct the General Manager, Project Coordinator, and Intergovernmental Affairs Director to work together to get this information posted on the Nation's website, seconded by David P. Jordan. Motion carried:

Ayes: Tina Danforth, Daniel Guzman King, David P. Jordan, Lisa Liggins, Kirby Metoxen, Brandon Stevens, Marie Summers  
Not Present: Jennifer Webster

**DRAFT****VIII. EXECUTIVE SESSION**

Motion by David P. Jordan to go into executive session at 9:13 a.m., seconded by Marie Summers.  
Motion carried:

Ayes: Tina Danforth, Daniel Guzman King, David P. Jordan, Lisa Liggins,  
Kirby Metoxen, Brandon Stevens, Marie Summers  
Not Present: Jennifer Webster

*The Oneida Business Committee, by consensus, recessed at 11:55 a.m. to 1:30 p.m.*

*Meeting called to order by Chairman Tehassi Hill at 1:34 p.m.*

*Roll call for the record:*

*Present: Councilman Daniel Guzman King; Chairman Tehassi Hill; Councilman David P. Jordan;  
Secretary Lisa Liggins; Councilman Kirby Metoxen; Vice-Chairman Brandon Stevens; Council  
Member Marie Summers;  
Not Present: Treasurer Tina Danforth; Councilwoman Jennifer Webster;*

*Treasurer Tina Danforth left at 3:00 p.m.*

Motion by Lisa Liggins to come out of executive session at 5:15 p.m., seconded by Marie Summers.  
Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Kirby Metoxen,  
Brandon Stevens, Marie Summers  
Not Present: Tina Danforth, Jennifer Webster

**DRAFT****A. REPORTS****1. Accept the Intergovernmental Affairs, Communications, and Self-Governance March 2021 report**

Sponsor: Melinda J. Danforth, Director/Intergovernmental Affairs

Motion by Lisa Liggins to accept the Intergovernmental Affairs, Communications, and Self-Governance March 2021 report, seconded by Marie Summers. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Kirby Metoxen,  
Brandon Stevens, Marie Summers

Not Present: Tina Danforth, Jennifer Webster

Motion by Lisa Liggins to assign Secretary Lisa Liggins, with Councilman Daniel Guzman King as alternate, to attend the State Budget Virtual Hearing on April 28, 2021, at 10:00 a.m., seconded by Marie Summers. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Kirby Metoxen,  
Brandon Stevens, Marie Summers

Not Present: Tina Danforth, Jennifer Webster

Motion by Lisa Liggins to approve the bilateral amendment, authorize the Chairman to sign the bilateral amendment, and direct Self-Governance to submit the signed bilateral amendment to Indian Health Service, seconded by Marie Summers. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Kirby Metoxen,  
Brandon Stevens, Marie Summers

Not Present: Tina Danforth, Jennifer Webster

Motion by Kirby Metoxen to authorize the Chairman to sign the Purchase & Referred Care Investigation and corrective action letter, and direct Self-Governance to submit the letter to Indian Health Service, seconded by Marie Summers. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Kirby Metoxen,  
Brandon Stevens, Marie Summers

Not Present: Tina Danforth, Jennifer Webster

Motion by Lisa Liggins to support Gaming's employee appreciation plan; direct all BC Direct Reports, except for the Gaming General Manager, to implement employee recognition for the week of April 5, 2021, noting that Gaming's employee appreciation plan is already in place and noting that Intergovernmental Affairs and Communications and Secretary will coordinate this directive; and send the discussion regarding organization-wide employee recognition/incentives to the April 20, 2021, BC Work Session for further discussion, seconded by Marie Summers. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Kirby Metoxen,  
Brandon Stevens, Marie Summers

Not Present: Tina Danforth, Jennifer Webster

**DRAFT****2. Accept the February 2021 Treasurer's report**

Sponsor: Tina Danforth, Treasurer

Motion by Kirby Metoxen to accept the February 2021 Treasurer's report, seconded by David P. Jordan. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Kirby Metoxen,  
Brandon Stevens, Marie Summers

Not Present: Tina Danforth, Jennifer Webster

**3. Accept the Chief Counsel report**

Sponsor: Jo Anne House, Chief Counsel

Motion by Kirby Metoxen to accept the Chief Counsel report, seconded by David P. Jordan. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Kirby Metoxen,  
Brandon Stevens, Marie Summers

Not Present: Tina Danforth, Jennifer Webster

Motion by David P. Jordan to direct a contract with attorney Locklear be brought to the April 14, 2021, regular Business Committee for legal services related to land claims legislative options, seconded by Marie Summers. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Kirby Metoxen,  
Brandon Stevens, Marie Summers

Not Present: Tina Danforth, Jennifer Webster

Motion by Lisa Liggins to waive any conflict that may exist with Attorney Locklear as identified in today's Chief Counsel executive session report, seconded by David P. Jordan. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Kirby Metoxen,  
Brandon Stevens, Marie Summers

Not Present: Tina Danforth, Jennifer Webster

**4. Accept the General Manager report**

Sponsor: Debbie Thundercloud, General Manager

Motion by David P. Jordan to accept the General Manager report, seconded by Lisa Liggins. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Kirby Metoxen,  
Brandon Stevens, Marie Summers

Not Present: Tina Danforth, Jennifer Webster

**DRAFT****B. NEW BUSINESS****1. Accept the March 1, 2021, regular OBC Officer meeting notes**

Sponsor: Jessica Vandekamp, Employee Relations Representative

Motion by Kirby Metoxen to accept the March 1, 2021, regular OBC Officer meeting notes, seconded by Marie Summers. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Kirby Metoxen,  
Brandon Stevens, Marie Summers

Not Present: Tina Danforth, Jennifer Webster

**2. Approve one (1) relinquishment**

Sponsor: Debbie Danforth, Chairwoman/Oneida Trust Enrollment Committee

Motion by David P. Jordan to approve one (1) relinquishment, seconded by Kirby Metoxen. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Kirby Metoxen,  
Brandon Stevens, Marie Summers

Not Present: Tina Danforth, Jennifer Webster

**3. Approve a limited waiver of sovereign immunity - Green Bay Packers Sponsorship Agreement - file # 2021-0030**

Sponsor: Louise Cornelius, Gaming General Manager

Motion by David P. Jordan to approve a limited waiver of sovereign immunity - Green Bay Packers Sponsorship Agreement - file # 2021-0030, seconded by Marie Summers. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Kirby Metoxen,  
Brandon Stevens, Marie Summers

Not Present: Tina Danforth, Jennifer Webster

**4. Approve two (2) actions regarding the Family Court Judge resignation - file # 2016-1106**

Sponsor: Jessica Vandekamp, Employee Relations Representative

Motion by David P. Jordan to accept the resignation of Marcus Zelenski with an end date of June 9, 2021- file # 2016-1106, seconded by Kirby Metoxen. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Kirby Metoxen,  
Brandon Stevens, Marie Summers

Not Present: Tina Danforth, Jennifer Webster

Motion by Lisa Liggins to assign Vice-Chairman Brandon Stevens, Secretary Lisa Liggins, Councilman David P. Jordan, and Councilwoman Marie Summers to a sub-team to hire a new Family Court Judge in accordance with SOP, seconded by Kirby Metoxen. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Kirby Metoxen,  
Brandon Stevens, Marie Summers

Not Present: Tina Danforth, Jennifer Webster

**DRAFT****5. Determine next steps regarding the transition for BC DR08**

Sponsor: Jessica Vandekamp, Employee Relations Representative

Motion by Lisa Liggins to forward the transition for BC DR08 to special Business Committee meeting to be scheduled the week of April 5, 2021, seconded by Kirby Metoxen. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Kirby Metoxen,  
Brandon Stevens, Marie Summers

Not Present: Tina Danforth, Jennifer Webster

**6. Review request and determine next steps - Human Resources Department**

Sponsor: Geraldine Danforth, Area Manager/Human Resources

Motion by David P. Jordan to approve the request to recall one (1) Community Support Case Worker as a Limited Term Employee and one (1) Accounts Payable Specialist, noting the positions are 100% grant funded, seconded by Kirby Metoxen. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Kirby Metoxen,  
Brandon Stevens, Marie Summers

Not Present: Tina Danforth, Jennifer Webster

**7. File # 2021-DR05-01 - Accept the written report and consider the recommended action(s)**

Sponsor: Jessica Vandekamp, Employee Relations Representative

Motion by David P. Jordan to approve recommendations #1 & #2 from the sub-team and to close out file # 2021-DR05-01, seconded by Marie Summers. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Kirby Metoxen,  
Brandon Stevens, Marie Summers

Not Present: Tina Danforth, Jennifer Webster

Motion by Lisa Liggins to forward the recommendation regarding directive tracking to the April 5, 2021, BC Officers meeting, seconded by David P. Jordan. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Kirby Metoxen,  
Brandon Stevens, Marie Summers

Not Present: Tina Danforth, Jennifer Webster

**8. Review the request to create two (2) new position and determine next steps - Family Services**

Sponsor: Debbie Thundercloud, General Manager

Motion by David P. Jordan to defer the request back to the General Manager for additional follow up, seconded by Lisa Liggins. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Kirby Metoxen,  
Brandon Stevens, Marie Summers

Not Present: Tina Danforth, Jennifer Webster

**DRAFT**

**9. Review complaint/concern and determine appropriate next steps**

Sponsor: Lisa Liggins, Secretary

Motion by David P. Jordan that the complaint has merit, that the complainant has been interviewed, and that follow-up actions regarding correspondence and/or resolutions to be presented at the April 14, 2021, regular Business Committee meeting, seconded by Marie Summers. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Kirby Metoxen, Brandon Stevens, Marie Summers

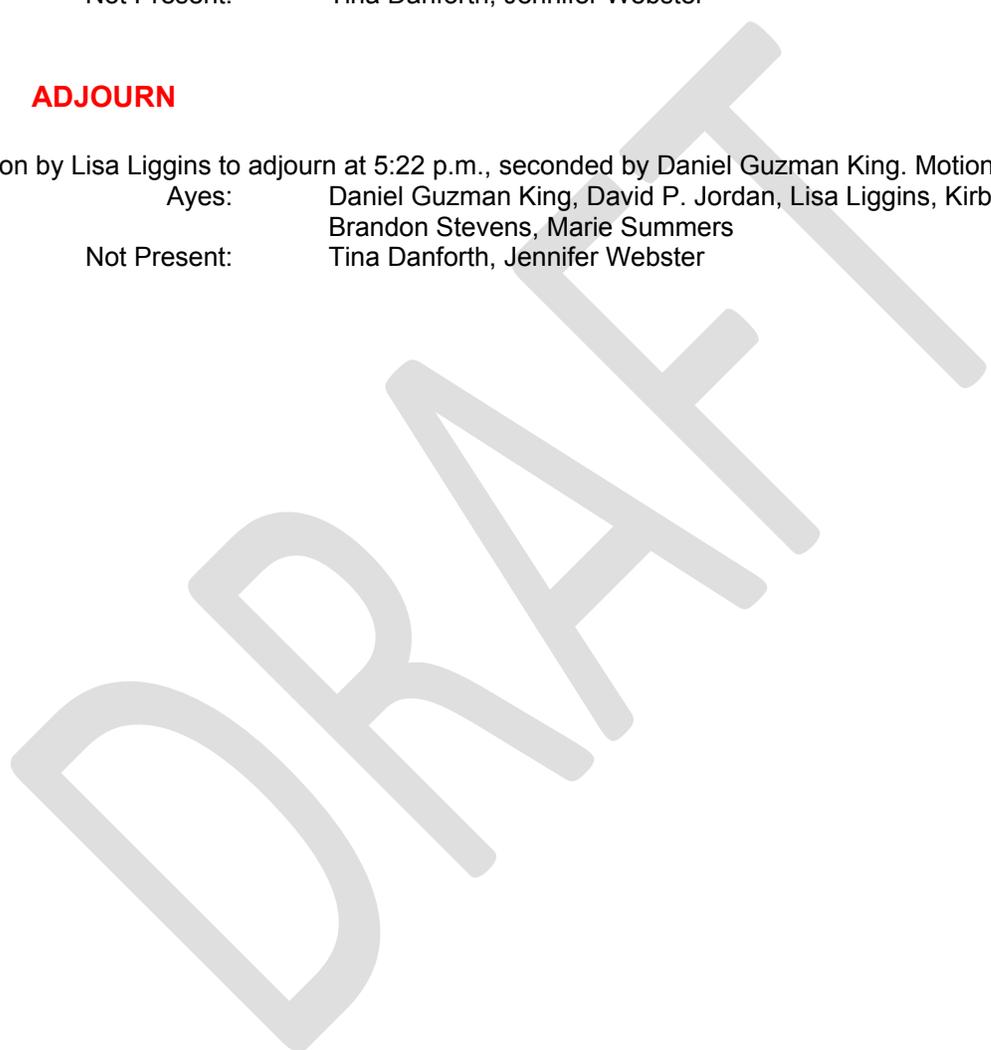
Not Present: Tina Danforth, Jennifer Webster

**IX. ADJOURN**

Motion by Lisa Liggins to adjourn at 5:22 p.m., seconded by Daniel Guzman King. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Kirby Metoxen, Brandon Stevens, Marie Summers

Not Present: Tina Danforth, Jennifer Webster



Minutes prepared by Lisa Liggins, Secretary.  
Minutes approved as presented on \_\_\_\_\_.

\_\_\_\_\_  
Lisa Liggins, Secretary  
ONEIDA BUSINESS COMMITTEE

### Oneida Business Committee Agenda Request

Adopt resolution entitled Emergency Amendments to the Pardon and Forgiveness Law

1. Meeting Date Requested: 4 / 28 / 21

#### 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 resolution entitled, "Emergency Amendments to the Pardon and Forgiveness Law"

#### 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/Submitter: Kristen M. Hooker, LRO Staff Attorney  
Your Name, Title / Dept. or Tribal Member

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.



Oneida Nation  
 Oneida Business Committee  
 Legislative Operating Committee  
 PO Box 365 • Oneida, WI 54155-0365  
 Oneida-nsn.gov



TO: Oneida Business Committee  
 FROM: David P. Jordan, LOC Chairperson   
 DATE: April 28, 2021  
 RE: Pardon and Forgiveness Law Emergency Amendments

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Please find the following attached backup documentation for your consideration of the Pardon and Forgiveness Law Emergency Amendments:

1. Resolution: Emergency Amendments to the Pardon and Forgiveness Law
2. Statement of Effect: Emergency Amendments to the Pardon and Forgiveness Law
3. Pardon and Forgiveness Law Emergency Amendments Legislative Analysis
4. Pardon and Forgiveness Law (Redline)
5. Pardon and Forgiveness Law (Clean)

#### Overview

Emergency amendments to the Pardon and Forgiveness law (“Law”) are being sought to address the impact that the COVID-19 pandemic has had on the ability of the Pardon and Forgiveness Screening Committee (“PFSC”) to process, as well as conduct hearings, on applications for a pardon or forgiveness in a fair and efficient manner as is required under the Law. Currently, the Law only allows for hearings on an application for a pardon or forgiveness to be conducted in-person, at a location to be determined by the PFSC. [1 O.C. 126.8-1]. The emergency amendments to the Law will add an option for the PFSC to conduct its hearings virtually when it deems necessary. [1 O.C. 126.8-1(a)].

On March 12, 2020, Chairman Tehassi Hill signed a “*Declaration of Public Health State of Emergency*” due to the COVID-19 pandemic which sets into place the necessary authority should action need to be taken, and allows the Oneida Nation to seek reimbursement of emergency management actions that may result in unexpected expenses. [3 O.C. 302.8-1]. The Oneida Business Committee has extended this Public Health State of Emergency until May 12, 2021, through the adoption of the following resolutions: BC-03-26-20-A, BC-05-06-20-A, BC-06-10-20-A, BC-07-08-20-A, BC-08-06-20-A, BC-09-09-20-A, BC-10-08-20-A, BC-11-10-20-A, BC-12-09-20-D, BC-01-07-21-A, BC-02-10-21-A, and BC-03-10-21-D. [3 O.C. 302.8-2].

The Oneida Business Committee can temporarily enact legislation when legislation is necessary for the immediate preservation of the public health, safety, or general welfare of the Reservation population, and the amendment of the legislation is required sooner than would be possible under the Legislative Procedures Act. [1 O.C. 109.9-5]. A fiscal impact statement and public meeting are not required for emergency legislation. [1 O.C. 109.9-5(a)].

The emergency amendments to this Law are necessary for the preservation of the public health, safety, and general welfare of the Reservation population. The emergency amendments are needed to protect the Reservation population against the public health crisis that is the COVID-19 pandemic. By allowing the PFSC to hold hearings on applications for a pardon or forgiveness virtually, instead of just in-person as is currently the only option, it will eliminate any unnecessary contact between individuals which could spread the COVID-19, while still affording individuals the fair and efficient process guaranteed under the Law to seek a pardon or forgiveness from the Nation.

Additionally, observance of the requirements under the Legislative Procedures Act for the adoption of these amendments would be contrary to public interest. The PFSC was just recently placed back into active status through adoption of resolution BC-11-24-20-C and is trying to fill several vacancies that were not allowed to be posted during the period in which the PFSC was under temporary closure. While in temporary closure status, the PFSC received three (3) applications for a pardon or forgiveness that have yet to be processed or set for hearing. Since the Nation's Public Health State of Emergency does not expire until May 12, 2021, and with applications for a pardon or forgiveness already pending, as well as more submissions likely, the process and requirements of the Legislative Procedures Act cannot be completed in time to ensure applicants receive the fair and efficient avenue required under the Law to seek a pardon or forgiveness without unnecessarily exposing them, and possibly the public, to the risks associated with the COVID-19 virus.

The emergency amendments to the Law will become effective immediately upon adoption by the Oneida Business Committee and will remain effective for six (6) months. There will be one (1) opportunity to extend the emergency amendments for an additional six (6) months. [1 O.C. 109.9-5(b)].

**Requested Action**

Adopt the Resolution: Emergency Amendments to the Pardon and Forgiveness Law.

# Oneida Nation

Post Office Box 365

Phone: (920)869-2214



Oneida, WI 54155

## BC Resolution # Emergency Amendments to the Pardon and Forgiveness Law

- 1   **WHEREAS,**   the Oneida Nation is a federally recognized Indian government and a treaty tribe  
2                   recognized by the laws of the United States of America; and  
3
- 4   **WHEREAS,**   the Oneida General Tribal Council is the governing body of the Oneida Nation; and  
5
- 6   **WHEREAS,**   the Oneida Business Committee has been delegated the authority of Article IV, Section 1,  
7                   of the Oneida Tribal Constitution by the Oneida General Tribal Council; and  
8
- 9   **WHEREAS,**   the Pardon and Forgiveness law (“Law”) was adopted and subsequently amended by the  
10                  Oneida Business Committee through resolutions BC-05-25-11-A and BC-01-22-14-B,  
11                  respectively; and  
12
- 13 **WHEREAS,**   the purpose of the Law is to provide a fair, efficient and formal process by which: (1) a  
14                  member of the Nation may receive a pardon for the conviction of a crime; (2) a member of  
15                  the Nation may receive forgiveness for acts that render him or her ineligible for housing or  
16                  other benefits through the Nation; and (3) a member or non-member of the Nation may  
17                  receive forgiveness for acts that render him or her ineligible to be employed with the Nation,  
18                  receive a Nation-issued occupational license, certification or permit, and/or obtain housing  
19                  or other benefits through the Nation; and  
20
- 21 **WHEREAS,**   Section 126.4-1 of the Law establishes a Pardon and Forgiveness Screening Committee  
22                  (“PFSC”) to carry out various responsibilities that include, but are not limited to: processing  
23                  applications for a pardon or forgiveness; conducting, as well as presiding over, hearings  
24                  on the applications; and providing formal, written recommendations to the Oneida Business  
25                  Committee on whether to approve or deny requests for a pardon or forgiveness; and  
26
- 27 **WHEREAS,**   on March 12, 2020, Chairman Tehassi Hill signed a “*Declaration of Public Health State of*  
28                  *Emergency*” in response to the COVID-19 outbreak, which declared a Public Health State  
29                  of Emergency for the Nation until April 12, 2020 and set into place the necessary authority  
30                  for the Nation to take action, as well as seek reimbursement of emergency management  
31                  actions that may result in unexpected expenses; and  
32
- 33 **WHEREAS,**   the Nation’s Public Health State of Emergency has since been extended until May 12,  
34                  2021, through the adoption of the following resolutions: BC-03-26-20-A, BC-05-06-20-A,  
35                  BC-06-10-20-A, BC-07-08-20-A, BC-08-06-20-A, BC-09-09-20-A, BC-10-08-20-A, BC-11-  
36                  10-20-A, BC-12-09-20-D, BC-01-07-21-A, BC-02-10-21-A, and BC-03-10-21-D; and  
37
- 38 **WHEREAS,**   on March 24, 2020, the Nation’s COVID-19 Core Decision Making Team (“COVID-19  
39                  Team”) issued a “*Safer at Home*” declaration which prohibits all public gatherings of any  
40                  number of people and orders all individuals present within the Oneida Reservation to stay  
41                  at home or at their place of residence, with certain exceptions allowed; and  
42
- 43 **WHEREAS,**   on April 8, 2020, the Oneida Business Committee adopted resolution BC-04-08-20-B,  
44                  placing certain of the Nation’s boards, committees and commissions, including the PFSC,

45 in temporary closure status for the remainder of Fiscal Year 2020 and during any continuing  
46 resolution for Fiscal Year 2021; and  
47

48 **WHEREAS,** the April 8, 2020 resolution further directed that the posting of vacancies for those boards,  
49 committees and commissions placed in temporary closure status shall be discontinued for  
50 the remainder of Fiscal Year 2020 and during any continuing resolution for Fiscal Year  
51 2021; and  
52

53 **WHEREAS,** thereafter, the COVID-19 Team modified its March 24, 2020 “*Safer at Home*” declaration  
54 through the issuance of its April 21, 2020 “*Updated Safer at Home*” declaration; May 19,  
55 2020 “*Safer at Home Declaration, Amendment, Open for Business*” declaration; June 10,  
56 2020 “*Stay Safer at Home*” declaration; and July 17, 2020 “*Safe Re-Opening Governmental*  
57 *Offices*” declaration; and  
58

59 **WHEREAS,** on August 12, 2020 the Oneida Business Committee adopted resolution BC-08-12-20-J  
60 titled, *Continuing Resolution for Fiscal Year 2021*, which, per resolution BC-04-08-20-B,  
61 meant that, like the other listed boards, committees and commissions, the PFSC, was to  
62 remain in temporary closure status pending the adoption of a Fiscal Year 2021 budget; and  
63

64 **WHEREAS,** through adoption of resolution BC-11-24-20-C titled, *Continuation of Temporary Closure of*  
65 *Listed Boards, Committees and Commissions for Fiscal Year 2021*, the Oneida Business  
66 Committee decided to continue the temporary closure of those boards, committees and  
67 commissions, regardless of budget adoption, for the entirety of 2021; and  
68

69 **WHEREAS,** the Oneida Business Committee expressly exempted the PFSC from resolution BC-11-24-  
70 20-C’s application and the PFSC was soon placed back into active status, with vacancies  
71 for the community-at-large positions being posted shortly thereafter; and  
72

73 **WHEREAS,** while in temporary closure status, three (3) applications for a pardon or forgiveness have  
74 been submitted to the PFSC; however, hearings on those applications have yet to be  
75 conducted; and  
76

77 **WHEREAS,** the Supervisor of the Boards, Committees and Commissions has requested emergency  
78 amendments to the Pardon and Forgiveness law to address the impact COVID-19 has had  
79 on the PFSC’s ability to process applications and conduct hearings on those applications  
80 in a fair, efficient and safe manner; and  
81

82 **WHEREAS,** the proposed emergency amendments to the Law will add an option, along with a process,  
83 for the PFSC to conduct hearings on applications for a pardon or forgiveness virtually,  
84 instead of just in-person as is currently the only option allowed for under the Law; and  
85

86 **WHEREAS,** the Legislative Procedures Act authorizes the Oneida Business Committee to enact  
87 legislation on an emergency basis, to be in effect for a period of six (6) months, renewable  
88 for an additional six (6) months; and  
89

90 **WHEREAS,** emergency adoption of legislation is allowed when legislation is necessary for the  
91 immediate preservation of the public health, safety, or general welfare of the Reservation  
92 population, and the amendment of the legislation is required sooner than would be possible  
93 under the Legislative Procedures Act; and  
94

95 **WHEREAS,** the emergency adoption of the amendments to the Law are necessary for the preservation  
96 of the public health, safety and general welfare of the Reservation population to protect the  
97 Reservation population against the public health crisis that is the COVID-19 pandemic by  
98 providing a virtual option that will eliminate unnecessary contact between individuals who  
99 may have been exposed to or could spread the virus, while still affording individuals a fair

100 and efficient process to seek a pardon or forgiveness that may make them a more fulfilled  
101 and productive member of society; and

102  
103 **WHEREAS,** observance of the requirements under the Legislative Procedures Act for adoption of this  
104 amendment would be contrary to public interest since the Nation's Public Health State of  
105 Emergency does not expire until May 12, 2021 and, with applications pending and more  
106 submissions likely, the process and requirements of the Legislative Procedures Act cannot  
107 be completed in time to ensure applicants receive the fair and efficient procedure required  
108 under the Law without unnecessarily exposing them, as well as the public, to the risks  
109 associated with the COVID-19 virus; and

110  
111 **WHEREAS,** the Legislative Procedures Act does not require a public meeting or fiscal impact statement  
112 when considering emergency legislation; and

113  
114 **NOW THEREFORE BE IT RESOLVED,** the Oneida Business Committee hereby adopts emergency  
115 amendments to the Pardon and Forgiveness law effective immediately.



## Statement of Effect

### *Emergency Amendments to the Pardon and Forgiveness Law*

#### **Summary**

This resolution adopts emergency amendments to the Pardon and Forgiveness law (“Law”) to address the effect that the COVID-19 pandemic has had on the Pardon and Forgiveness Screening Committee’s ability to process applications and conduct hearings for a pardon or forgiveness in accordance with the Law.

*Submitted by: Kristen M. Hooker, Staff Attorney, Legislative Reference Office*

*Date: April 15, 2021*

#### ***Analysis by the Legislative Reference Office***

This resolution adopts emergency amendments to the Pardon and Forgiveness law (“Law”). The purpose of the Law is to provide a fair, efficient and formal process by which: (1) a member of the Nation may receive a pardon for the conviction of a crime; (2) a member of the Nation may receive forgiveness for acts that render him or her ineligible for housing or other benefits through the Nation; (3) a member or non-member of the Nation may receive forgiveness for acts that render him or her ineligible to be employed with the Nation, receive a Nation-issued occupational license, certification or permit, and/or obtain housing or other benefits through the Nation. [1 O.C. 126.1-1].

The Nation’s Pardon and Forgiveness Screening Committee (“PFSC”) was established in accordance with the Law to carry out certain of the responsibilities set forth therein, including that the PFSC process the applications for a pardon or forgiveness in an orderly and expeditious manner, as well as conduct and preside over the hearings on said applications. [1 O.C. 126.4-1 and 126.4-2(b) & (d)]. Currently, the Law only allows for hearings on an application for a pardon or forgiveness to be conducted in-person, at a location to be determined by the PFSC. [1 O.C. 126.8-1]. The emergency amendments to the Law will add an option for the PFSC to conduct its hearings virtually when it deems necessary. [1 O.C. 126.8-1(a)].

The Legislative Procedures Act (“LPA”) allows the Oneida Business Committee to take emergency action 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. [1 O.C. 109.9-5].

In early 2020, the world began experiencing the effects of the COVID-19 pandemic. In response to the pandemic, on March 12, 2020, Chairman Tehassi Hill signed a “*Declaration of Public Health State of Emergency*,” per the Emergency Management law, to set into place the necessary authority for the Nation to take action, if necessary, and to seek reimbursement of emergency management actions that may result in unexpected expenses. [3 O.C. 302.8-1]. The Nation’s Public Health State of Emergency has since been extended until May 12, 2021, through adoption

of the following resolutions: BC-03-26-20-A, BC-05-06-20-A, BC-06-10-20-A, BC-07-08-20-A, BC-08-06-20-A, BC-09-09-20-A, BC-10-08-20-A, BC-11-10-20-A, BC-12-09-20-D, BC-01-07-21-A, BC-02-10-21-A and BC-03-10-21-D. [3 O.C. 302.8-2].

On March 24, 2020, the Nation's COVID-19 Core Decision Making Team ("COVID-19 Team") issued a "*Safer at Home*" declaration, prohibiting all public gatherings of any number of people and ordering all individuals present within the Oneida Reservation to stay at home or at their place of residence, with certain exceptions allowed.

On April 8, 2020, the Oneida Business Committee adopted resolution BC-04-08-20-B, which placed certain of the Nation's boards, committees and commissions, including the PFSC, in temporary closure status for the remainder of Fiscal Year 2020 and during any continuing resolution for Fiscal Year 2021. The resolution further directed that the posting of any vacancies for those boards, committees and commissions be discontinued until their temporary closure status is lifted.

Soon thereafter, the COVID-19 Team modified its March 24, 2020 "*Safer at Home*" declaration through the issuance of its April 21, 2020 "*Updated Safer at Home*" declaration; May 19, 2020 "*Safer at Home Declaration, Amendment, Open for Business*" declaration; June 10, 2020 "*Stay Safer at Home*" declaration; and July 17, 2020 "*Safe Re-opening Governmental Offices*" declaration. And, on August 12, 2020, the Oneida Business Committee adopted resolution BC-08-12-20-J titled, *Continuing Resolution for Fiscal Year 2021*, meaning that, per resolution BC-04-08-20-B, the boards, committees and commissions listed therein, which included the PFSC, were to remain in temporary closure status pending the adoption of a Fiscal Year 2021 budget.

On November 24, 2020, however, the Oneida Business Committee adopted resolution BC-11-24-20-C titled, *Continuation of Temporary Closure of Listed Boards, Committees and Commissions for Fiscal Year 2021*, which continued the temporary closure of those listed boards, committees and commissions, regardless of budget adoption, for the entirety of 2021. The PFSC was expressly exempted from this resolution, and thus, placed back into active status, with vacancies for the community-at-large positions being posted shortly thereafter.

While in temporary closure status, the PFSC received three (3) applications for a pardon or forgiveness that have yet to be processed or set for hearing. The Boards, Committees and Commissions Supervisor has requested emergency amendments to the Law to address the impact COVID-19 has had on the PFSC's ability to process applications and conduct hearings on those applications in a fair, efficient and safe manner.

The resolution provides that the emergency amendments to this Law are necessary for the preservation of the public health, safety, and general welfare of the Reservation population. The emergency amendments are needed to protect the Reservation population against the public health crisis that is the COVID-19 pandemic. By allowing the PFSC to conduct hearings on applications for a pardon or forgiveness virtually, instead of in-person, it will eliminate unnecessary contact between individuals who may have been exposed to the COVID-19 virus, while still affording individuals a fair and efficient process to seek a pardon or forgiveness.

Additionally, the resolution provides that observance of the requirements under the LPA for adoption of this amendment would be contrary to public interest since the Nation's Public Health State of Emergency does not expire until May 12, 2021 and, with applications pending, as well as more submissions likely, the process and requirements of the LPA cannot be completed in time to ensure applicants receive the fair and efficient procedure required under the Law for seeking a pardon or forgiveness without unnecessarily exposing them, and possibly the public, to the risks associated with the COVID-19 virus.

The emergency amendments to the Law will take effect immediately upon adoption by the Oneida Business Committee and will remain effective for six (6) months. The LPA provides the possibility to extend the emergency amendments for an additional six (6) months, or until the emergency amendments expire or are permanently adopted. [1 O.C. 109.9-5(b)].

### ***Conclusion***

Adoption of this resolution would not conflict with any of the Nation's laws.



## EMERGENCY AMENDMENTS TO PARDON AND FORGIVENESS LAW LEGISLATIVE ANALYSIS

### SECTION 1. EXECUTIVE SUMMARY

<i>Analysis by the Legislative Reference Office</i>	
<b>Intent of the Proposed Amendments</b>	To provide the Pardon and Forgiveness Screening Committee (“PFSC”) with the authority to conduct hearings on applications for a pardon or forgiveness virtually, as opposed to just in-person as is currently the only option afforded to the PFSC under the Pardon and Forgiveness law.
<b>Purpose</b>	To provide a fair, efficient and formal process by which: <ul style="list-style-type: none"> <li>▪ a member of the Nation may receive a pardon for the conviction of a crime;</li> <li>▪ a member of the Nation may receive forgiveness for acts that render him or her ineligible for housing or other benefits through the Nation; and</li> <li>▪ a member or non-member of the Nation may receive forgiveness for acts that render him or her ineligible to be employed with the Nation, receive a Nation-issued occupational license, certification or permit, and/or obtain housing or other benefits through the Nation [1 O.C. 126.1-1].</li> </ul>
<b>Affected Entities</b>	Pardon and Forgiveness Screening Committee; Business Committee Support Office; Applicants seeking a pardon or forgiveness from the Nation.
<b>Related Legislation</b>	Legislative Procedures Act; Boards, Committees and Commissions law; Emergency Management law.
<b>Public Meeting</b>	A public meeting is not required for emergency legislation [1 O.C. 109.8-1(b) and 109.9-5(a)].
<b>Fiscal Impact</b>	A fiscal impact statement is not required for emergency legislation [1 O.C. 109.9-5(a)].
<b>Expiration of Emergency Amendments</b>	Emergency amendments expire six (6) months after adoption and may be renewed for one additional six (6) month period. [1 O.C. 109.9-5(b)].

### SECTION 2. LEGISLATIVE DEVELOPMENT

- A. **Background.** The Pardon and Forgiveness law (“Law”) was first adopted in 2011, through resolution BC-05-25-11-A, and subsequently amended in 2014, through adoption of resolution BC-01-22-14-B. [1 O.C. 126.2-1]. The purpose of the Law is to provide a fair, efficient and formal process by which:
- A member of the Nation may receive a pardon for the conviction of a crime;
  - A member of the Nation may receive forgiveness for acts that render him or her ineligible for housing or other benefits through the Nation; and
  - A member or non-member of the Nation may receive forgiveness for acts that render him or her ineligible to:
    - Be employed with the Nation;
    - Receive a Nation-issued occupational license, certification or permit; and/or
    - Obtain housing or other benefits through the Nation [1 O.C. 126.1-1(a)].

- 13 **B. *Pardon and Forgiveness Screening Committee.*** In accordance with the Law, the PFSC was established  
14 to carry out various responsibilities, including, but not limited to, processing applications for a pardon  
15 or forgiveness; conducting, as well as presiding over, hearings on the applications; and providing  
16 formal, written recommendations to the Oneida Business Committee on whether to approve or deny  
17 requests for a pardon or forgiveness. [1 O.C. 126.4-1].
- 18 **C. *COVID-19 Pandemic.*** The world is currently facing a pandemic of COVID-19. The COVID-19  
19 outbreak originated in Wuhan, China and has spread to many other countries throughout the world,  
20 including the United States. The COVID-19 pandemic has resulted in high rates of infection and  
21 mortality, as well as vast economic impacts including effects on the stock market and the closing of all  
22 non-essential businesses.
- 23 **▪ *Declaration of a Public Health State of Emergency.***
    - 24 **▪** On March 12, 2020, Chairman Tehassi Hill signed a “*Declaration of Public Health State*  
25 *of Emergency*” regarding COVID-19 which declared the Public Health State of Emergency  
26 for the Nation until April 12, 2020, and set into place the necessary authority should action  
27 need to be taken and allowed the Nation to seek reimbursement of emergency management  
28 actions that may result in unexpected expenses.
    - 29 **▪** The Public Health State of Emergency has since been extended until May 12, 2021, by the  
30 Oneida Business Committee through the adoption of resolutions BC-03-28-20-A, BC-05-  
31 06-20-A, BC-06-10-20-A, BC-07-08-20-A, BC-08-06-20-A, BC-09-09-20-A, BC-10-08-  
32 20-A, BC-11-10-20-A, BC-12-09-20-D, BC-01-07-21-A, BC-02-10-21-A and BC-03-10-  
33 21-D.
  - 34 **▪ *COVID-19 Core Decision Making Team.***
    - 35 **▪** On March 17, 2020, the Oneida Business Committee adopted emergency amendments to  
36 the Emergency Management and Homeland Security law to create and delegate authority  
37 to a COVID-19 Core Decision Making Team (“COVID-19 Team”). [BC-03-17-20-E and  
38 3 O.C. 302.10].
      - 39 **▪** When a public health emergency has been declared, the COVID-19 Team has the  
40 authority to declare exceptions to the Nation’s laws, policies, procedures,  
41 regulations, or standard operating procedures during the emergency period which  
42 will be of immediate impact for the purposes of protecting the health, safety, and  
43 general welfare of the Nation’s community, members, and employees. [BC-03-17-  
44 20-E and 3 O.C. 302.10-2].
      - 45 **▪** These declarations remain in effect for the duration of the Public Health State of  
46 Emergency. [BC-03-17-20-E and 3 O.C. 302.10-3].
      - 47 **▪** On March 10, 2021, the Oneida Business Committee adopted permanent  
48 amendments to the Emergency Management and Homeland Security law, now  
49 known as the Emergency Management law, through the adoption of resolution BC-  
50 03-10-21-A which incorporated an emergency core decision time with the  
51 authority to make emergency declarations on a permanent basis.
  - 52 **▪ *COVID-19 Core Decision Making Team Declarations: Safer at Home.***
    - 53 **▪** On March 24, 2020, the Nation’s COVID-19 Team issued a “*Safer at Home*” declaration  
54 which ordered all individuals present within the Oneida Reservation to stay at home or at  
55 their place of residence, with certain exceptions allowed. This declaration prohibited all  
56 public gatherings of any number of people.

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- On April 21, 2020, the COVID-19 Team issued an “*Updated Safer at Home*” declaration which allowed for gaming and golf operations to resume.
  - On May 19, 2020, the COVID-19 Team issued a “*Safer at Home Declaration, Amendment, Open for Business*” which directs that individuals within the Oneida Reservation should continue to stay at home, businesses can re-open under certain safer business practices, and social distancing should be practiced by all persons.
  - On June 10, 2020, the COVID-19 Team issued a “*Stay Safer at Home*” declaration which lessened the restrictions of the “*Safer at Home Declaration, Amendment, Open for Business*” while still providing guidance and some restrictions. This declaration prohibits all public and private gatherings of more than twenty (20) people that are not part of a single household or living unit.
  - On July 17, 2020, the COVID-19 Team issued a “*Safe Re-Opening Governmental Offices*” which sets minimum standards for the safe re-opening of a building or recall of employees to work.
  - *COVID-19 Core Decision Making Team Declaration: Suspension of Public Meetings under the Legislative Procedures Act.*
    - On March 27, 2020, the Nation’s COVID-19 Team issued a “*Suspension of Public Meetings under the Legislative Procedures Act*” declaration which suspended the Legislative Procedures Act’s requirement to hold a public meeting during the public comment period, but allows members of the community to still participate in the legislative process by submitting written comments, questions, data, or input on proposed legislation to the Legislative Operating Committee via e-mail during the public comment period.
  - *Temporary Closure of the Nation’s Boards, Committees and Commissions.*
    - On April 8, 2020, the Oneida Business Committee adopted resolution BC-04-08-20-B, which placed certain of the Nation’s boards, committees and commissions, including the PFSC, in temporary closure status for the remainder of Fiscal Year 2020 and during and continuing resolution for Fiscal Year 2021.
    - On August 12, 2020, the Oneida Business Committee adopted resolution BC-08-12-20-J titled, *Continuing Resolution for Fiscal Year 2021*.
      - Per resolution BC-04-08-20-B, the adoption of resolution BC-08-12-20-J meant that, along with the other listed boards, committees and commissions, the PFSC was to remain temporarily closed until adoption of the Fiscal Year 2021 budget.
    - On November 24, 2020, the Oneida Business Committee adopted resolution BC-11-24-20-C titled, *Continuation of Temporary Closure of Listed Boards, Committees and Commissions for Fiscal Year 2021*, which continued the temporary closure of those boards, committees and commission listed in resolution BC-04-08-20-B, regardless of budget adoption, for the entirety of 2021.
      - Resolution BC-11-24-20-C expressly exempted the PFSC from its application and the PFSC was soon placed back into active status, with vacancies for the community-at-large positions being posted shortly thereafter.
    - While in temporary closure status, three (3) applications for a pardon or forgiveness have been submitted to the PFSC; however, hearings on those applications have yet to be conducted.

100 D. At the April 14, 2021, Oneida Business Committee meeting, the Boards, Committees and Commissions  
101 Supervisor submitted a memo which requested that the Oneida Business Committee make emergency  
102 amendments to the Pardon and Forgiveness law, as well as the PFSC's bylaws, to address the impact  
103 that COVID-19 has had on the PFSC's ability to process applications and conduct hearings on those  
104 applications in a fair, efficient and safe manner. The Supervisor is seeking emergency amendments that  
105 will allow the PFSC to conduct hearings on applications for a pardon or forgiveness virtually, instead  
106 of in-person as is currently the only option allowed under the Law, so that individuals are afforded the  
107 fair and efficient process for seeking a pardon or forgiveness without being unnecessarily exposed to  
108 the COVID-19 virus.

### 109 SECTION 3. CONSULTATION AND OUTREACH

- 110 A. Representatives from the following departments or entities participated in the development of this Law  
111 and legislative analysis:
- 112     ▪ Oneida Law Office; and
  - 113     ▪ Business Committee Support Office.
- 114 B. The following laws and bylaws were reviewed in the drafting of this analysis:
- 115     ▪ Oneida Nation Constitution and Bylaws;
  - 116     ▪ Legislative Procedures Act;
  - 117     ▪ Boards, Committees and Commissions law;
  - 118     ▪ Emergency Management law.
- 119

### 120 SECTION 4. PROCESS

- 121 A. These amendments are being considered on an emergency basis. The Oneida Business Committee may  
122 temporarily enact emergency legislation "where legislation is necessary for the immediate preservation  
123 of public health, safety, or general welfare of the Reservation population and enactment or amendment  
124 of legislation is required sooner than would be possible under this law" [1 O.C. 109.9-5].
- 125     ▪ Emergency amendments are being pursued for the immediate preservation of the public health,  
126 safety, and general welfare of the Reservation population against the public health crisis that is the  
127 COVID-19 pandemic. Chairman Tehassi Hill declared a Public Health State of Emergency for the  
128 Nation on March 12, 2020, which has since been extended until May 12, 2021. Due to the Public  
129 Health State of Emergency and corresponding emergency declarations, such as the "*Stay Safer at*  
130 *Home*" declaration which prohibits all public and private gatherings of more than twenty (20)  
131 people that are not part of a single household or living unit, the membership is advised to stay home  
132 and social distance. In an effort to avoid gatherings of members where COVID-19 could be easily  
133 spread, the Oneida Business Committee is being asked to adopt emergency amendments to the Law  
134 that will allow the PFSC to conduct its hearings on applications for a pardon or forgiveness  
135 virtually, as opposed to in-person.
  - 136     ▪ Observance of the requirements under the Legislative Procedures Act for the adoption of these  
137 amendments would be contrary to public interest. The PFSC already has three (3) applications  
138 pending that have yet to go to a hearing and will likely receive more submissions now that it is  
139 back in active status. With the Nation's Public Health State of Emergency extended until May 12,  
140 2021, the process and requirements of the Legislative Procedures Act cannot be completed in time  
141 to ensure applicants receive the fair and efficient procedure required under the Law without

142 unnecessarily exposing them, as well as the public, to the risks associated with the COVID-19  
143 virus.

144 B. Emergency amendments typically expire six (6) months after adoption, with one (1) opportunity for a  
145 six (6) month extension of the emergency amendments. [1 O.C. 109.9-5(b)].

146 C. The Legislative Procedures Act does not require a public meeting or fiscal impact statement when  
147 considering emergency legislation. [1 O.C. 109.9-5(a)]. However, a public meeting and fiscal impact  
148 statement will eventually be required if permanent adoption of these amendments is considered.

149

## 150 SECTION 5. CONTENTS OF THE LEGISLATION

151 A. *Option for Conducting Virtual Hearings.* The proposed emergency amendments allow for the PFSC  
152 to conduct hearings on applications for a pardon or forgiveness virtually, instead of in-person as is  
153 currently the only option authorized under the Law; provided, the PFSC gives the requisite notice,  
154 which includes an indication of whether the hearing will be held in-person or virtually and, if virtually,  
155 instructions on how to access the virtual platform for purposes of attending the hearing . [1 O.C. 126.8-  
156 2].

157 ■ *Effect.* The proposed emergency amendments will allow applications for a pardon or forgiveness  
158 to be processed in the efficient manner required under the Law but without unnecessarily exposing  
159 individuals, as well as the general public, to the risks associated with coming into contact with the  
160 COVID-19 virus because the PFSC would be authorized to conduct the hearings virtually, instead  
161 of in-person.

162

## 163 SECTION 6. EXISTING LEGISLATION

164 A. *Related Legislation.* The following laws of the Nation are related to the emergency amendments to this  
165 Law:

166 ■ *Boards, Committees and Commissions law.* The Boards, Committees and Commissions law  
167 governs the boards, committees and commissions of the Nation, including the procedures regarding  
168 the appointment and election of persons to boards, committees and commissions; creation of  
169 bylaws; maintenance of official records; compensation; and other items related to boards,  
170 committees and commissions. [1 O.C. 105.1-1].

171 ■ The PFSC is a committee of the Nation that was established in accordance with the Law  
172 and is governed by the Boards, Committees and Commissions law. Section 105.10 of the  
173 Boards, Committees and Commissions law, states that all entities of the Nation shall have  
174 bylaws that conform to its requirements. [1 O.C. 105.10-1.]. Currently, the PFSC's bylaws  
175 state that hearings of the PFSC shall be held in accordance with the Pardon and Forgiveness  
176 law. [PFSC Bylaws 3-4]. Thus, the proposed amendments to this Law would not conflict  
177 with the express language of the PFSC's bylaws or the minimal requirements of the Boards,  
178 Committees and Commissions law.

179 ■ *Legislative Procedures Act.* The Legislative Procedures Act was adopted by the General Tribal  
180 Council on January 7, 2013, for the purpose of providing a standard process for the adoption of  
181 laws of the Nation which includes taking into account comments from members of the Nation and  
182 input from agencies of the Nation. [1 O.C. 109.1-1, 109.1-2].

183 ■ The Legislative Procedures Act provides a process for the adoption of emergency  
184 legislation when the legislation is necessary for the immediate preservation of the public  
185 health, safety, or general welfare of the Reservation population and the enactment or

- 186 amendment of legislation is required sooner than would be possible under this law. [1 O.C.  
187 109.9-5].
- 188 • The Legislative Operating Committee is responsible for first reviewing the  
189 emergency legislation and for forwarding the legislation to the Oneida Business  
190 Committee for consideration. [1 O.C. 109.9-5(a)].
  - 191 • The proposed emergency legislation is required to have a legislative analysis  
192 completed and attached prior to being sent to the Oneida Business Committee for  
193 consideration. [1 O.C. 109.9-5(a)].
    - 194 ○ A legislative analysis is a plain language analysis describing the important  
195 features of the legislation being considered and factual information to  
196 enable the Legislative Operating Committee to make informed decisions  
197 regarding legislation. A legislative analysis includes a statement of the  
198 legislation's terms and substance; intent of the legislation; a description of  
199 the subject(s) involved, including any conflicts with Oneida or other law,  
200 key issues, potential impacts of the legislation and policy considerations.  
201 [1 O.C. 109.3-1(g)].
  - 202 • Emergency legislation does not require a fiscal impact statement to be completed  
203 or a public comment period to be held. [1 O.C. 109.9-5(a)].
  - 204 • Upon the determination that an emergency exists, the Oneida Business Committee  
205 can adopt emergency legislation. The emergency legislation becomes effective  
206 immediately upon its approval by the Oneida Business Committee. [1 O.C. 109.9-  
207 5(b)].
  - 208 • Emergency legislation remains in effect for a period of up to six (6) months, with  
209 an opportunity for a one-time emergency law extension of up to six (6) months. [1  
210 O.C. 109.9-5(b)].
- 211 ▪ Adoption of these proposed emergency amendments would conform with the requirements  
212 of the Legislative Procedures Act.
  - 213 ▪ *Emergency Management law.* The Emergency Management law provides for the development and  
214 execution of plans for the protection of residents, property, and the environment in an emergency  
215 or disaster; and provides for the direction of emergency management, response, and recovery on  
216 the Reservation; as well as coordination with other agencies, victims, businesses, and organizations;  
217 and establishes the use of the National Incident Management System; and designates authority and  
218 responsibilities for public health preparedness. [3 O.C. 302.1-1].
    - 219 ▪ The Emergency Management law provides that the Oneida Business Committee shall be  
220 responsible for proclaiming or ratifying the existence of an emergency. [3 O.C. 302.8-1]. A  
221 public health emergency is defined as the occurrence or imminent threat of an illness or health  
222 condition which:
      - 223 (1) is a quarantinable disease, or is believed to be caused by bioterrorism or a biological  
224 agent; and
      - 225 (2) poses a high probability of any of the following:
        - 226 (A) a large number of deaths or serious or long-term disability among humans; or
        - 227 (B) widespread exposure to a biological, chemical, or radiological agent that  
228 creates a significant risk of substantial future harm to a large number of people.  
229 [3 O.C. 302.3-1(p)].

- 230                   ▪ No proclamation of an emergency by the Oneida Business Committee may last for longer  
231                   than sixty (60) days, unless the proclamation of emergency is extended by the Oneida  
232                   Business Committee. [3 O.C. 302.8-2].
- 233                   ▪ Chairman Tehassi Hill’s March 12, 2020, “*Declaration of Public Health State of*  
234                   *Emergency*” and subsequent extensions conform with the requirements of the Emergency  
235                   Management law.
- 236

## 237 **SECTION 7. OTHER CONSIDERATIONS**

- 238 **A. *Deadline for Permanent Adoption of Amendments.*** The emergency amendments will expire six (6)  
239 months after adoption, with one (1) opportunity for an extension of an additional six (6) month period.
- 240                   ▪ *Conclusion:* The Legislative Operating Committee will need to consider the development and  
241                   adoption of permanent amendments to this Law within the next six (6) to twelve (12) months.
- 242 **B. *Fiscal Impact.*** A fiscal impact statement is not required for emergency legislation.
- 243                   ▪ Under the Legislative Procedures Act, a fiscal impact statement is required for all legislation except  
244                   emergency legislation. [1 O.C. 109.6-1].
- 245 **C. *PFSC Bylaws.*** Although the emergency amendments to this Law would not directly conflict with the  
246 bylaws of the PFSC, the PFSC may want to consider amending its bylaws to clarify the fact that its  
247 hearings on applications for a pardon or forgiveness may be held virtually, instead of in-person, as  
248 determined by the PFSC.

249

**Title 1. Government and Finances - Chapter 126**

**PARDON AND FORGIVENESS**

**Tsi?náhte ahutatwani'yóne Olihwá'ke**

*of what they will be free of matter*

126.1. Purpose and Policy	126.6. Pardon and Forgiveness Eligibility and Application
126.2. Adoption, Amendment, Conflicts	126.7. Fees
126.3. Definitions	126.8. Hearings
126.4. Pardon and Forgiveness Screening Committee Responsibilities	126.9. Conditions and Restrictions
126.5. Tribal Secretary's Office Responsibilities	126.10. Oneida Business Committee

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**126.1. Purpose and Policy**

126.1-1. *Purpose.*

- (a) The purpose of this Law is to provide a fair, efficient and formal process by which:
  - (1) a Tribal member may receive a pardon for the conviction of a crime(s); or
  - (2) a Tribal member may receive forgiveness for acts that render him or her ineligible for housing with the Tribe or other Tribal benefits.
  - (3) a Tribal member or non-Tribal member may receive forgiveness for acts that render him or her ineligible for Tribal employment; an occupational license, certification or permit issued by the Tribe; housing through the Tribe; or other Tribal benefit.
- (b) This Law defines the duties and responsibilities of the Oneida Pardon and Forgiveness Screening Committee, Oneida Business Committee, Oneida Tribal Secretary's Office, and other persons involved in the granting or denial of pardons and forgiveness.

126.1-2. *Policy.* It is the policy of the Oneida Tribe of Indians of Wisconsin to grant pardons or forgiveness to individuals upon demonstration of full rehabilitation, trustworthiness and/or commitment to lawful behavior. Nothing contained herein shall be construed as permitting the employment of individuals who are otherwise disqualified for employment from certain occupations under Tribal, State or Federal Law. Receipt of a pardon or forgiveness does not affect obligations imposed as part of a sentence or conviction in another jurisdiction.

**126.2. Adoption, Amendment, Conflicts**

126.2-1. This Law was adopted by the Oneida Business Committee by ~~Resolution~~resolution BC-05-25-11-A ~~and~~, amended by ~~Resolution~~resolution BC-01-22-14-B, and emergency amended by resolution BC- - - -.

126.2-2. This Law may be amended pursuant to the procedures set out in Tribal law by the Oneida Business Committee or the Oneida General Tribal Council.

126.2-3. Should a provision of this Law or the application thereof to any person or circumstances be held as invalid, such invalidity shall not affect other provisions of this Law which are considered to have legal force without the invalid portions.

126.2-4. In the event of a conflict between a provision of this Law and a provision of another law, ordinance, policy, regulation, rule, resolution, or motion, the provisions of this Law shall control. Provided that, this Law repeals Resolution BC-7-31-02-A: Resolution Adopting a New Oneida Pardon Ordinance.

126.2-5. This Law is adopted under authority of the Constitution of the Oneida Tribe of Indians of Wisconsin.

**126.3. Definitions**

39 126.3-1. This section shall govern the definitions of words and phrases used within this Law. All  
40 words not defined herein shall be used in their ordinary and everyday sense.

41 (a) "Applicant" shall mean an individual who is applying for a pardon or forgiveness from  
42 the Tribe.

43 (b) "Certified mail" shall mean mail sent through either the United States Postal Service  
44 or the Tribal Inter-Office Certified system that provides proof of delivery and receipt.

45 (c) "Committee" shall mean the Pardon and Forgiveness Screening Committee.

46 (d) "Conditions" shall mean a requirement or prerequisite event or activity.

47 (e) "Conflict of interest" shall mean a conflict between the private interests and the official  
48 responsibilities of the committee member.

49 (f) "Conviction" shall mean an individual was either found guilty or entered a plea of  
50 guilty or no contest to charges of a crime in any court of competent jurisdiction.

51 (g) "Court of competent jurisdiction" shall mean any court or forum that has the power  
52 and authority to properly exercise jurisdiction over a dispute or interpret and/or enforce  
53 laws.

54 (h) "Crime" shall mean any act, default, or conduct punishable as a felony or a  
55 misdemeanor.

56 (i) "Forgiveness" shall mean the formal and public act of acknowledging or excusing an  
57 individual's actions or behavior that makes him or her ineligible for Tribal employment,  
58 an occupational license, certification or permit issued by the Tribe, housing through the  
59 Tribe or other Tribal benefit

60 (j) ~~—"Hearing" shall mean a public-publicly noticed hearing, a noticed-public~~  
61 ~~forum~~conducted either in-person or virtually, in which an applicant hasis afforded an  
62 opportunity to present a case for obtaining a pardon or forgiveness from the ~~Tribe~~Nation.

63 (k) "Individual" shall mean a Tribal member seeking a pardon for a conviction of a crime,  
64 a Tribal member seeking forgiveness for an act(s) that makes him or her ineligible for  
65 housing with the Tribe or other Tribal benefit(s) or anyone seeking forgiveness for an act(s)  
66 that renders him or her ineligible for employment, an occupational license, certification or  
67 permit issued by the Tribe.

68 (l) "Family member" shall mean a spouse, child sibling, parent, grandparent, grandchild,  
69 step-parent, step-child, in-law or legal guardian.

70 (m) "Pardon" shall mean the formal and public act of acknowledging or excusing a Tribal  
71 member's criminal conviction that makes him or her ineligible for Tribal employment, an  
72 occupational license, a certification or permit issued by the Tribe, housing through the  
73 Tribe, or other Tribal benefit.

74 (n) "Prominent locations" shall include, but not be limited to, the following: the Tribal  
75 newspaper; at least one (1) local newspaper with regular distribution within the Reservation  
76 boundaries; one (1) regional Indian newspaper; and the Tribe's official website.

77 (o) "Restriction" shall mean a limitation or constraint imposed.

78 (p) "Tribal"~~or~~, "Tribe" and/or "Nation" shall mean the Oneida ~~Tribe of Indians of~~  
79 ~~Wisconsin~~Nation.

80 (q) "Victim" shall mean a person or entity against whom an offense, either civil or  
81 criminal, has been committed.

82

### 83 **126.4. Pardon and Forgiveness Screening Committee Responsibilities**

84 126.4-1. A Committee is hereby created for the purpose of carrying out the provisions of this Law.

85 126.4-2. *Authority.* The Committee shall:

86 (a) promulgate internal standard operating procedures necessary to govern its proceedings;

- 87 (b) ~~\_\_\_~~ review and process applications for a pardon or forgiveness in an orderly and  
 88 expeditious manner;  
 89 (c) ~~\_\_\_~~ review an applicant's background investigation report received from the Oneida  
 90 Human Resources Department;  
 91 (d) ~~\_\_\_~~ conduct and preside over hearings;  
 92 (e) ~~\_\_\_~~ provide formal, written recommendations to the Oneida Business Committee to  
 93 approve or deny a pardon or forgiveness application; and  
 94 (f) ~~\_\_\_~~ take other actions reasonably related to the purpose of the Committee.  
 95

### 96 **126.5. Tribal Secretary's Office Responsibilities**

97 126.5-1. The Tribal Secretary's Office shall assist the Committee with carrying out the provisions  
 98 of this Law and assist individuals in applying for a pardon or forgiveness. The Tribal Secretary's  
 99 Office shall:

- 100 (a) ~~\_\_\_~~ create and implement procedures necessary to process pardon and forgiveness  
 101 applications.  
 102 (b) ~~\_\_\_~~ accept pardon and forgiveness applications.  
 103 (c) ~~\_\_\_~~ submit and track requests for a background investigation.  
 104 (d) ~~\_\_\_~~ forward pardon and forgiveness applications to the Committee when the  
 105 background investigations are complete.  
 106 (e) ~~\_\_\_~~ maintain a record of all pardon and forgiveness applications filed, every pardon and  
 107 forgiveness request granted or denied, and the reasons for each action.  
 108 (f) ~~\_\_\_~~ maintain a complete and accurate record of all proceedings, including all  
 109 correspondence, transcripts, documents, evidence, and appearances made in connection  
 110 with the applications.  
 111 (g) ~~\_\_\_~~ perform other duties in connection with matters under this Law as may be requested  
 112 by the Committee.  
 113

### 114 **126.6. Pardon and Forgiveness Eligibility and Application**

115 126.6-1. *Eligibility.* A Tribal member may receive a pardon for any criminal conviction(s), or a  
 116 forgiveness for an act(s) that renders the Tribal member ineligible for housing with the Tribe or  
 117 other Tribal benefit(s); and any individual may receive forgiveness for an act(s) that renders the  
 118 individual ineligible for Tribal employment, an occupational license, certification or permit issued  
 119 by the Tribe.

- 120 (a) Upon completion of incarceration, parole, probation and/or deferred prosecution,  
 121 Tribal members shall be eligible to apply for a pardon.  
 122 (b) One (1) year after an act is committed, or affirmed through the conclusion of any appeal  
 123 process, an individual shall be eligible to apply for pardon or forgiveness.

124 126.6-2. *Ineligibility.* An individual is ineligible for a pardon or forgiveness if he or she is:

- 125 (a) being investigated for an act and if found to have committed such act, would be  
 126 ineligible for the benefit he or she is seeking; or  
 127 (b) appealing a termination and the termination makes him or her ineligible for the benefit  
 128 he or she is seeking; or  
 129 (c) currently incarcerated, on parole, probation, and/or under a deferred prosecution  
 130 agreement; or  
 131 (d) has any outstanding penalties or fines.

132 126.6-3. *Initiating an Application.* Applications for a pardon or forgiveness may be obtained from  
 133 the Tribal Secretary's Office or on the Tribal website. Completed applications shall be filed with  
 134 the Tribal Secretary's Office in person, during normal Tribal business hours, or sent by certified

135 mail to the Tribal Secretary at P.O. Box 365, Oneida, WI 54155.

136 126.6-4. *Required Application Information.* Each applicant is responsible for submitting all  
137 required materials and authorizations.

138 (a) A completed pardon application shall include the following:

139 (1) a copy of the applicant's Tribal enrollment card.

140 (2) a copy or copies of any discharge papers from incarceration or jail.

141 (3) official verification of any successful completion date of the probation, parole  
142 or deferred prosecution.

143 (4) any necessary releases for investigations and/or background checks.

144 (5) any authorizations from a probation officer to release information.

145 (6) the required non-refundable fee as specified under 126.6.

146 (7) a personal written statement, including the reason(s) for requesting a pardon  
147 and a description and documentation of the applicant's efforts towards self-  
148 improvement.

149 (8) information regarding the conviction(s) for which the applicant is seeking a  
150 pardon, including:

151 (A) date(s) upon which the crime(s) occurred;

152 (B) location(s) where the crime(s) occurred;

153 (C) date(s) of conviction(s); and

154 (D) jurisdiction(s) which imposed the sentence(s).

155 (9) verification of attendance or successful completion of any counseling, therapy,  
156 or rehabilitative programs such as anger management or coping skills classes.

157 (10) letters of reference or support from people well-regarded in the community.  
158 Such letters shall detail the applicant's accomplishments or contributions to the  
159 community or attest to the applicant's rehabilitation and trustworthiness. These  
160 may include, but are not limited to:

161 (A) clergy or other spiritual leaders.

162 (B) employers and/or community members.

163 (C) teachers.

164 (D) organizers of support groups the applicant attends or has attended.

165 (11) any other information relevant to the applicant's conviction(s) or rehabilitation  
166 efforts.

167 (12) proof of payment of all penalties and fines.

168 (b) A completed forgiveness application shall include the following:

169 (1) a copy of the applicant's Tribal enrollment card, if applicable.

170 (2) the applicant's employment record prior to the act, if applicable.

171 (3) the applicant's background records.

172 (4) the act that triggered the applicant's ineligibility.

173 (5) the impact of the act on the Tribe.

174 (6) the length of time since the act.

175 (7) a written statement from the applicant demonstrating remorse for the violation.

176 (8) two (2) letters of recommendation, with no more than one (1) recommendation  
177 coming from a person who is a family member of the applicant.

178 (9) the required non-refundable fee as specified under 126.6.

179 (10) any additional credible and relevant information.

180 (11) proof of payment of all penalties and fines.

181 126.6-5. Failure of the applicant to provide a complete application, or any of the required  
182 information -and/or materials may result in:

- 183 (a) the application being returned with a request for more information; or  
 184 (b) the application being removed from consideration; or  
 185 (c) denial of a pardon or forgiveness.

186 126.6-6. *Applicant Misrepresentations.* Any applicant who misrepresents, omits, or falsifies any  
 187 information on the application or during the pardon process shall be denied a pardon. If a pardon  
 188 is granted and it is later determined that there is misrepresented or false information, or pertinent  
 189 information was purposefully omitted, the Oneida Business Committee shall have the right to  
 190 rescind the pardon.

191  
 192 **126.7. Fees**

193 126.7-1. Each application shall be accompanied by a non-refundable fee as set by the Oneida  
 194 Business Committee in a resolution. Said payment shall be made payable to the Oneida Tribe in  
 195 the form of a:

- 196 (a) money order; or  
 197 (b) cashier's check; or  
 198 (c) ~~intra-tribal purchase document, if a Tribal department or program, such as Social~~  
 199 ~~Services, will be providing the funds for the application fee.~~

200  
 201 **126.8. Hearings**

202 126.8-1. ~~Notice of the~~ Hearing. ~~The Committee shall conduct quarterly hearings ~~and on~~~~  
 203 ~~applications for a pardon or forgiveness from the Nation in accordance with this law.~~

- 204 ~~(a) Hearings may be conducted in person or virtually as determined by the Committee.~~  
 205 ~~(b) Hearings shall take place at a regularly scheduled time and location or virtual platform,~~  
 206 ~~as determined by the Committee, and shall be open to the public to the extent permitted by~~  
 207 ~~governing laws of the Nation.~~

208 126.8-2. Hearing Notice. The Committee shall provide hearing notice as follows:

209 (a) Applicant. At least thirty (30) calendar days prior to the hearing, the Committee shall  
 210 provide official hearing notice to the applicant by certified mail, ~~including the the notice~~  
 211 of which shall include:

- 212 (1) The date;  
 213 (2) The time;  
 214 (3) Whether the hearing will be conducted in-person or virtually; and  
 215 (4) The location of ~~the hearing, at least thirty (30) calendar days prior to or virtual~~  
 216 platform for the hearing. ~~Notice and, if virtual, instructions on how to access the~~  
 217 platform.

218 (b) Public. The Committee shall ~~also be posted~~ provide public notice of hearings as follows:

219 (1) By posting the notice in prominent locations at least thirty (30) ~~calendar~~ days  
 220 prior to the hearing;

221 (A) If alternate arrangements have been made under section 126.8-2 of this  
 222 law, notice shall be posted in prominent locations with as much advance  
 223 notice as possible and as time permits.

224 (a) ~~Notice~~ (2) By posting notice of the hearings scheduled for the year ~~shall be~~  
 225 posted on the Tribal Nation's website and periodically in the Tribal Nation's  
 226 newspaper.

227 ~~(b) Hearings shall take place at a regularly scheduled time and location to be determined~~  
 228 ~~by the Committee and shall be open to the public.~~

229 126.8-23. *Alternate Hearing Arrangements.* Applicants who reside out of the State of Wisconsin  
 230 who are unable to attend a hearing may submit a written request by certified mail to the Tribal

231 Secretary's Office for alternate arrangements to appear by video conference and/or to reschedule  
 232 the hearing date. If alternate arrangements are unavailable, the applicant may withdraw the  
 233 application up to three (3) business days prior to the hearing without penalty, and may re-apply for  
 234 a pardon at any time.

235 ~~126.8-34.~~ *Failure of Applicant to Attend Hearing.* -Failure of the applicant to ~~appear~~ attend the  
 236 hearing may result in the Committee postponing making a determination on the application or  
 237 recommending the Oneida Business Committee deny the application.

238 (a) ~~Applicants~~ Applicants with a legitimate reason for failing to ~~appear~~ attend a hearing shall have  
 239 ten (10) calendar days from the date of the missed hearing to provide documentation to the  
 240 Committee. ~~Such~~ documentation may include, but is not limited to: a Doctor's excuse,  
 241 accident/police report, or funeral notice.

242 ~~126.8-45.~~ *Testimony and Notarized Statements.* The Committee shall obtain oral testimony  
 243 ~~at~~ during the hearing from the applicant, and any victims, witnesses, or other persons supporting or  
 244 opposing the pardon or forgiveness.

245 (a) Victims, witnesses, and other persons unavailable for a scheduled hearing may submit  
 246 a notarized statement for consideration.

247 (b) The Committee may institute recesses and postponements as they see fit.

248 (c) The Committee may ask questions at any time during the hearing.

249 (d) The Committee may require the applicant to provide further documentation.

250 (1) Within five (5) business days of the hearing, the Committee shall send a written  
 251 request by certified mail to the applicant for the additional documentation.

252 (2) The applicant shall submit the documentation to the Tribal Secretary's Office  
 253 within thirty (30) calendar days after receiving the request for the documentation.

254 Failure of the applicant to provide any of the required documentation may result in:

255 (A) the application being removed from consideration; or

256 (B) denial of the application.

257 ~~126.8-56.~~ *Deliberations and Recommendation.* After the hearing, the Committee shall go into  
 258 executive session for deliberations.

259 (a) ~~The~~ The Committee shall consider all information gathered from the hearing, the  
 260 application, the background investigation, and any testimony or notarized statements when  
 261 determining whether to recommend that the application be approved or denied.

262 (1) ~~The~~ The Committee shall be responsible for weighing the appropriateness of  
 263 granting a pardon or forgiveness.

264 (b) *Recommendation.* ~~After~~ After considering the factors provided, the Committee shall make  
 265 a decision and compose a formal, written recommendation for each application, including  
 266 reasons to approve or deny the application within sixty (60) days after the pardon or  
 267 forgiveness hearing. ~~The~~ recommendation, including any dissenting opinions issued by  
 268 the Committee, shall be forwarded to the Oneida Business Committee within thirty (30)  
 269 calendar days after making a decision, along with the following materials for review:

270 (1) All information from the application and the background investigation;

271 (2) Any notarized statements submitted;

272 (3) A proposed draft resolution; and

273 (4) ~~An~~ An audio recording of the hearing, upon request by an Oneida Business  
 274 Committee member.

275

## 276 **126.9. Conditions and Restrictions**

277 126.9-1. *Pardons.* Certain convictions may affect a Tribal member's rights under state or federal  
 278 law, or result in restrictions being placed on a Tribal member, regardless of whether a Tribal pardon

279 has been granted.

280 (a) *Civil Rights*. A pardon by the Tribe does not guarantee the restoration of all civil rights,  
281 and each recipient of a Tribal pardon is responsible for determining whether the pardon  
282 affects any non-Tribal restrictions or limitations that may be applicable pursuant to the  
283 conviction.

284 (b) *Employment*. Individuals convicted of a crime that is “substantially related” to the care  
285 of another person or animal may be subject to extended or permanent restrictions on  
286 licensing or professional credentials in fields relating to such caretaking. A Tribal pardon  
287 shall not affect these restrictions.

288 (c) *Sex Offender Registry*. Receipt of a Tribal pardon shall in no way affect registration,  
289 tracking or other restrictions or obligations imposed upon sex offenders.

290 (d) *Voting Rights*. Each state, and the federal government are empowered to determine  
291 whether felons may vote in elections, caucuses, referendums or any other venue dependent  
292 on the votes of citizenry. The granting of a Tribal pardon shall not supersede the rights of  
293 these jurisdictions to determine the eligibility of voters.

294 126.9-2. *Other Restrictions*. The Committee’s written recommendation to the Oneida Business  
295 Committee to approve an applicant’s request for a pardon or forgiveness may also recommend the  
296 Oneida Business Committee impose restrictions on the applicant. If the Committee does not  
297 recommend a restriction, the Oneida Business Committee shall have the authority to place  
298 restrictions on the applicant before approving the pardon or forgiveness request. Restrictions shall  
299 specify the time lines attached to them, which may expand over a period of months, years, or  
300 indefinitely.

301 (a) Restrictions shall be clearly defined and may include the following:

302 (1) The applicant is ineligible for a transfer, promotion or job reassignment.

303 (2) The applicant may be prohibited from:

304 (A) Handling cash and/or merchandise.

305 (B) Having Tribal property sign-off authority.

306 (C) Supervising staff.

307 (D) Supervising or caring for children or the elderly.

308 (E) Any other restrictions the Oneida Business Committee determines as  
309 appropriate.

310 (b) When restrictions are imposed for a period of greater than five (5) years, the applicant  
311 may, after five (5) years, apply to have the restrictions modified or lifted. The request to  
312 modify or lift restrictions will follow the same process required to request a pardon.

313 (c) The applicant shall sign a written statement describing each restriction, and time period  
314 of such restriction prior to becoming employed by the Tribe.

315 126.9-3. *Conditions*. The Committee may also recommend that an applicant requesting a pardon  
316 or forgiveness be required to complete conditions before the applicant is granted the pardon or  
317 forgiveness. If the Committee does not recommend a condition, the Oneida Business Committee  
318 shall have the authority to place conditions on the applicant before approving the pardon or  
319 forgiveness request.

320 (a) Conditions shall be clearly defined and may include the following:

321 (1) perform community service hours within a Tribal Department.

322 (2) payment of restitution to the Tribe.

323 (3) any other conditions the Oneida Business Committee determines as  
324 appropriate.

325

326 **126.10. Oneida Business Committee**

327 126.10-1. The Oneida Business Committee shall consider all of the information received by the  
328 Committee prior to making a determination on whether to issue or deny a pardon or forgiveness  
329 application. The Oneida Business Committee may accept, reject or modify the Committee’s  
330 recommendation.

331 126.10-2. *Deliberations.* Deliberations by the Oneida Business Committee shall take place in  
332 executive session. The Oneida Business Committee may request, by written notice, that the  
333 applicant be present during the deliberations to provide oral testimony or to answer questions. The  
334 notice shall be provided to the applicant thirty (30) days prior to the deliberations and shall contain  
335 the time, place and date of the deliberations.

336 126.10-3. *Final Decision.* The Oneida Business Committee shall issue or deny the pardon or  
337 forgiveness in open session, by resolution, including the reasons therefor and shall include for the  
338 record a clear indication of any decision and shall list the specific crimes to be pardoned or acts to  
339 be forgiven. This decision is final and cannot be appealed. Applicants may be eligible to re-apply  
340 for a pardon or forgiveness one (1) year from the date of the most recent denial of a pardon or  
341 forgiveness.

342 126.10-4. *Notification.* Notification of the final decision shall be sent to the applicant from the  
343 Tribal Secretary’s office by certified mail or personally served within ten (10) business days  
344 following the decision. Applicants have a right to documentation of the final decision along with  
345 the resolution, and the reason(s) for the final decision.

346 126.10-5. *Resolution.* To grant or deny a pardon or forgiveness, a majority vote of the Oneida  
347 Business Committee is required.

348 126.10-6. *Eligibilities.* Unless otherwise directed by the Oneida Business Committee, a pardon  
349 or forgiveness may fully or partially restore some Tribal eligibilities lost as a result of a conviction  
350 or act including:

- 351 (a) employment; and/or
- 352 (b) an occupational license, certificate or permit; and/or
- 353 (c) housing; and/or
- 354 (d) other Tribal benefit.

355  
356 *End.*

- 
- 357
  - 358 Adopted – BC-2-19-93-I
  - 359 Adopted – BC-11-13-93-B (Oneida Pardon Procedures Policy)
  - 360 Adopted – BC-11-24-93-B (Temporary Pardons)
  - 361 Adopted – BC-7-31-02-A
  - 362 Adopted – BC-05-25-11-A
  - 363 Adopted – BC-01-22-14-B
  - 364 Emergency Adoption – BC- - - -

**Title 1. Government and Finances - Chapter 126**  
**PARDON AND FORGIVENESS**  
**Tsi?náhte ahutatwani:yóne Olihwá'ke**  
*of what they will be free of matter*

126.1. Purpose and Policy	126.6. Pardon and Forgiveness Eligibility and Application
126.2. Adoption, Amendment, Conflicts	126.7. Fees
126.3. Definitions	126.8. Hearings
126.4. Pardon and Forgiveness Screening Committee Responsibilities	126.9. Conditions and Restrictions
126.5. Tribal Secretary's Office Responsibilities	126.10. Oneida Business Committee

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**126.1. Purpose and Policy**

126.1-1. *Purpose.*

- (a) The purpose of this Law is to provide a fair, efficient and formal process by which:
  - (1) a Tribal member may receive a pardon for the conviction of a crime(s); or
  - (2) a Tribal member may receive forgiveness for acts that render him or her ineligible for housing with the Tribe or other Tribal benefits.
  - (3) a Tribal member or non-Tribal member may receive forgiveness for acts that render him or her ineligible for Tribal employment; an occupational license, certification or permit issued by the Tribe; housing through the Tribe; or other Tribal benefit.
- (b) This Law defines the duties and responsibilities of the Oneida Pardon and Forgiveness Screening Committee, Oneida Business Committee, Oneida Tribal Secretary's Office, and other persons involved in the granting or denial of pardons and forgiveness.

126.1-2. *Policy.* It is the policy of the Oneida Tribe of Indians of Wisconsin to grant pardons or forgiveness to individuals upon demonstration of full rehabilitation, trustworthiness and/or commitment to lawful behavior. Nothing contained herein shall be construed as permitting the employment of individuals who are otherwise disqualified for employment from certain occupations under Tribal, State or Federal Law. Receipt of a pardon or forgiveness does not affect obligations imposed as part of a sentence or conviction in another jurisdiction.

**126.2. Adoption, Amendment, Conflicts**

126.2-1. This Law was adopted by the Oneida Business Committee by resolution BC-05-25-11-A, amended by resolution BC-01-22-14-B, and emergency amended by resolution BC-\_\_-\_\_-\_\_.

126.2-2. This Law may be amended pursuant to the procedures set out in Tribal law by the Oneida Business Committee or the Oneida General Tribal Council.

126.2-3. Should a provision of this Law or the application thereof to any person or circumstances be held as invalid, such invalidity shall not affect other provisions of this Law which are considered to have legal force without the invalid portions.

126.2-4. In the event of a conflict between a provision of this Law and a provision of another law, ordinance, policy, regulation, rule, resolution, or motion, the provisions of this Law shall control. Provided that, this Law repeals Resolution BC-7-31-02-A: Resolution Adopting a New Oneida Pardon Ordinance.

126.2-5. This Law is adopted under authority of the Constitution of the Oneida Tribe of Indians of Wisconsin.

**126.3. Definitions**

39 126.3-1. This section shall govern the definitions of words and phrases used within this Law. All  
 40 words not defined herein shall be used in their ordinary and everyday sense.

41 (a) "Applicant" shall mean an individual who is applying for a pardon or forgiveness from  
 42 the Tribe.

43 (b) "Certified mail" shall mean mail sent through either the United States Postal Service  
 44 or the Tribal Inter-Office Certified system that provides proof of delivery and receipt.

45 (c) "Committee" shall mean the Pardon and Forgiveness Screening Committee.

46 (d) "Conditions" shall mean a requirement or prerequisite event or activity.

47 (e) "Conflict of interest" shall mean a conflict between the private interests and the official  
 48 responsibilities of the committee member.

49 (f) "Conviction" shall mean an individual was either found guilty or entered a plea of  
 50 guilty or no contest to charges of a crime in any court of competent jurisdiction.

51 (g) "Court of competent jurisdiction" shall mean any court or forum that has the power  
 52 and authority to properly exercise jurisdiction over a dispute or interpret and/or enforce  
 53 laws.

54 (h) "Crime" shall mean any act, default, or conduct punishable as a felony or a  
 55 misdemeanor.

56 (i) "Forgiveness" shall mean the formal and public act of acknowledging or excusing an  
 57 individual's actions or behavior that makes him or her ineligible for Tribal employment,  
 58 an occupational license, certification or permit issued by the Tribe, housing through the  
 59 Tribe or other Tribal benefit

60 (j) "Hearing" shall mean a publicly noticed hearing, conducted either in-person or virtually,  
 61 in which an applicant is afforded an opportunity to present a case for obtaining a pardon or  
 62 forgiveness from the Nation.

63 (k) "Individual" shall mean a Tribal member seeking a pardon for a conviction of a crime,  
 64 a Tribal member seeking forgiveness for an act(s) that makes him or her ineligible for  
 65 housing with the Tribe or other Tribal benefit(s) or anyone seeking forgiveness for an act(s)  
 66 that renders him or her ineligible for employment, an occupational license, certification or  
 67 permit issued by the Tribe.

68 (l) "Family member" shall mean a spouse, child sibling, parent, grandparent, grandchild,  
 69 step-parent, step-child, in-law or legal guardian.

70 (m) "Pardon" shall mean the formal and public act of acknowledging or excusing a Tribal  
 71 member's criminal conviction that makes him or her ineligible for Tribal employment, an  
 72 occupational license, a certification or permit issued by the Tribe, housing through the  
 73 Tribe, or other Tribal benefit.

74 (n) "Prominent locations" shall include, but not be limited to, the following: the Tribal  
 75 newspaper; at least one (1) local newspaper with regular distribution within the Reservation  
 76 boundaries; one (1) regional Indian newspaper; and the Tribe's official website.

77 (o) "Restriction" shall mean a limitation or constraint imposed.

78 (p) "Tribal", "Tribe" and/or "Nation" shall mean the Oneida Nation.

79 (q) "Victim" shall mean a person or entity against whom an offense, either civil or  
 80 criminal, has been committed.

81

#### 82 **126.4. Pardon and Forgiveness Screening Committee Responsibilities**

83 126.4-1. A Committee is hereby created for the purpose of carrying out the provisions of this Law.

84 126.4-2. *Authority.* The Committee shall:

85 (a) promulgate internal standard operating procedures necessary to govern its proceedings;

86 (b) review and process applications for a pardon or forgiveness in an orderly and

- 87 expeditious manner;
- 88 (c) review an applicant's background investigation report received from the Oneida
- 89 Human Resources Department;
- 90 (d) conduct and preside over hearings;
- 91 (e) provide formal, written recommendations to the Oneida Business Committee to
- 92 approve or deny a pardon or forgiveness application; and
- 93 (f) take other actions reasonably related to the purpose of the Committee.
- 94

95 **126.5. Tribal Secretary's Office Responsibilities**

96 126.5-1. The Tribal Secretary's Office shall assist the Committee with carrying out the provisions

97 of this Law and assist individuals in applying for a pardon or forgiveness. The Tribal Secretary's

98 Office shall:

- 99 (a) create and implement procedures necessary to process pardon and forgiveness
- 100 applications.
- 101 (b) accept pardon and forgiveness applications.
- 102 (c) submit and track requests for a background investigation.
- 103 (d) forward pardon and forgiveness applications to the Committee when the background
- 104 investigations are complete.
- 105 (e) maintain a record of all pardon and forgiveness applications filed, every pardon and
- 106 forgiveness request granted or denied, and the reasons for each action.
- 107 (f) maintain a complete and accurate record of all proceedings, including all
- 108 correspondence, transcripts, documents, evidence, and appearances made in connection
- 109 with the applications.
- 110 (g) perform other duties in connection with matters under this Law as may be requested by
- 111 the Committee.
- 112

113 **126.6. Pardon and Forgiveness Eligibility and Application**

114 126.6-1. *Eligibility.* A Tribal member may receive a pardon for any criminal conviction(s), or a

115 forgiveness for an act(s) that renders the Tribal member ineligible for housing with the Tribe or

116 other Tribal benefit(s); and any individual may receive forgiveness for an act(s) that renders the

117 individual ineligible for Tribal employment, an occupational license, certification or permit issued

118 by the Tribe.

- 119 (a) Upon completion of incarceration, parole, probation and/or deferred prosecution,
- 120 Tribal members shall be eligible to apply for a pardon.
- 121 (b) One (1) year after an act is committed, or affirmed through the conclusion of any appeal
- 122 process, an individual shall be eligible to apply for pardon or forgiveness.

123 126.6-2. *Ineligibility.* An individual is ineligible for a pardon or forgiveness if he or she is:

- 124 (a) being investigated for an act and if found to have committed such act, would be
- 125 ineligible for the benefit he or she is seeking; or
- 126 (b) appealing a termination and the termination makes him or her ineligible for the benefit
- 127 he or she is seeking; or
- 128 (c) currently incarcerated, on parole, probation, and/or under a deferred prosecution
- 129 agreement; or
- 130 (d) has any outstanding penalties or fines.

131 126.6-3. *Initiating an Application.* Applications for a pardon or forgiveness may be obtained from

132 the Tribal Secretary's Office or on the Tribal website. Completed applications shall be filed with

133 the Tribal Secretary's Office in person, during normal Tribal business hours, or sent by certified

134 mail to the Tribal Secretary at P.O. Box 365, Oneida, WI 54155.

135 126.6-4. *Required Application Information.* Each applicant is responsible for submitting all  
136 required materials and authorizations.

137 (a) A completed pardon application shall include the following:

138 (1) a copy of the applicant's Tribal enrollment card.

139 (2) a copy or copies of any discharge papers from incarceration or jail.

140 (3) official verification of any successful completion date of the probation, parole  
141 or deferred prosecution.

142 (4) any necessary releases for investigations and/or background checks.

143 (5) any authorizations from a probation officer to release information.

144 (6) the required non-refundable fee as specified under 126.6.

145 (7) a personal written statement, including the reason(s) for requesting a pardon  
146 and a description and documentation of the applicant's efforts towards self-  
147 improvement.

148 (8) information regarding the conviction(s) for which the applicant is seeking a  
149 pardon, including:

150 (A) date(s) upon which the crime(s) occurred;

151 (B) location(s) where the crime(s) occurred;

152 (C) date(s) of conviction(s); and

153 (D) jurisdiction(s) which imposed the sentence(s).

154 (9) verification of attendance or successful completion of any counseling, therapy,  
155 or rehabilitative programs such as anger management or coping skills classes.

156 (10) letters of reference or support from people well-regarded in the community.  
157 Such letters shall detail the applicant's accomplishments or contributions to the  
158 community or attest to the applicant's rehabilitation and trustworthiness. These  
159 may include, but are not limited to:

160 (A) clergy or other spiritual leaders.

161 (B) employers and/or community members.

162 (C) teachers.

163 (D) organizers of support groups the applicant attends or has attended.

164 (11) any other information relevant to the applicant's conviction(s) or rehabilitation  
165 efforts.

166 (12) proof of payment of all penalties and fines.

167 (b) A completed forgiveness application shall include the following:

168 (1) a copy of the applicant's Tribal enrollment card, if applicable.

169 (2) the applicant's employment record prior to the act, if applicable.

170 (3) the applicant's background records.

171 (4) the act that triggered the applicant's ineligibility.

172 (5) the impact of the act on the Tribe.

173 (6) the length of time since the act.

174 (7) a written statement from the applicant demonstrating remorse for the violation.

175 (8) two (2) letters of recommendation, with no more than one (1) recommendation  
176 coming from a person who is a family member of the applicant.

177 (9) the required non-refundable fee as specified under 126.6.

178 (10) any additional credible and relevant information.

179 (11) proof of payment of all penalties and fines.

180 126.6-5. Failure of the applicant to provide a complete application, or any of the required  
181 information and/or materials may result in:

182 (a) the application being returned with a request for more information; or

- 183 (b) the application being removed from consideration; or  
184 (c) denial of a pardon or forgiveness.

185 126.6-6. *Applicant Misrepresentations.* Any applicant who misrepresents, omits, or falsifies any  
186 information on the application or during the pardon process shall be denied a pardon. If a pardon  
187 is granted and it is later determined that there is misrepresented or false information, or pertinent  
188 information was purposefully omitted, the Oneida Business Committee shall have the right to  
189 rescind the pardon.

190

### 191 **126.7. Fees**

192 126.7-1. Each application shall be accompanied by a non-refundable fee as set by the Oneida  
193 Business Committee in a resolution. Said payment shall be made payable to the Oneida Tribe in  
194 the form of a:

- 195 (a) money order; or  
196 (b) cashier's check; or  
197 (c) intra-tribal purchase document, if a Tribal department or program, such as Social  
198 Services, will be providing the funds for the application fee.

199

### 200 **126.8. Hearings**

201 126.8-1. *Hearing.* The Committee shall conduct quarterly hearings on applications for a pardon  
202 or forgiveness from the Nation in accordance with this law.

- 203 (a) Hearings may be conducted in person or virtually as determined by the Committee.  
204 (b) Hearings shall take place at a regularly scheduled time and location or virtual platform,  
205 as determined by the Committee, and shall be open to the public to the extent permitted by  
206 governing laws of the Nation.

207 126.8-2. *Hearing Notice.* The Committee shall provide hearing notice as follows:

208 (a) *Applicant.* At least thirty (30) calendar days prior to the hearing, the Committee shall  
209 provide official hearing notice to the applicant by certified mail, the notice of which shall  
210 include:

- 211 (1) The date;  
212 (2) The time;  
213 (3) Whether the hearing will be conducted in-person or virtually; and  
214 (4) The location of or virtual platform for the hearing and, if virtual, instructions  
215 on how to access the platform.

216 (b) *Public.* The Committee shall provide public notice of hearings as follows:

217 (1) By posting the notice in prominent locations at least thirty (30) days prior to  
218 the hearing;

219 (A) If alternate arrangements have been made under section 126.8-2 of this  
220 law, notice shall be posted in prominent locations with as much advance  
221 notice as possible and as time permits.

222 (2) By posting notice of the hearings scheduled for the year on the Nation's website  
223 and periodically in the Nation's newspaper.

224 126.8-3. *Alternate Hearing Arrangements.* Applicants who reside out of the State of Wisconsin  
225 who are unable to attend a hearing may submit a written request by certified mail to the Tribal  
226 Secretary's Office for alternate arrangements to appear by video conference and/or to reschedule  
227 the hearing date. If alternate arrangements are unavailable, the applicant may withdraw the  
228 application up to three (3) business days prior to the hearing without penalty, and may re-apply for  
229 a pardon at any time.

230 126.8-4. *Failure to Attend Hearing.* Failure of the applicant to attend the hearing may result in the  
231 Committee postponing making a determination on the application or recommending the Oneida  
232 Business Committee deny the application.

233 (a) Applicants with a legitimate reason for failing to attend a hearing shall have ten (10)  
234 calendar days from the date of the missed hearing to provide documentation to the  
235 Committee. Such documentation may include, but is not limited to, a Doctor's excuse,  
236 accident/police report, or funeral notice.

237 126.8-5. *Testimony and Notarized Statements.* The Committee shall obtain oral testimony during  
238 the hearing from the applicant and any victims, witnesses, or other persons supporting or opposing  
239 the pardon or forgiveness.

240 (a) Victims, witnesses, and other persons unavailable for a scheduled hearing may submit  
241 a notarized statement for consideration.

242 (b) The Committee may institute recesses and postponements as they see fit.

243 (c) The Committee may ask questions at any time during the hearing.

244 (d) The Committee may require the applicant to provide further documentation.

245 (1) Within five (5) business days of the hearing, the Committee shall send a written  
246 request by certified mail to the applicant for the additional documentation.

247 (2) The applicant shall submit the documentation to the Tribal Secretary's Office  
248 within thirty (30) calendar days after receiving the request for the documentation.

249 Failure of the applicant to provide any of the required documentation may result in:

250 (A) the application being removed from consideration; or

251 (B) denial of the application.

252 126.8-6. *Deliberations and Recommendation.* After the hearing, the Committee shall go into  
253 executive session for deliberations.

254 (a) The Committee shall consider all information gathered from the hearing, the  
255 application, the background investigation, and any testimony or notarized statements when  
256 determining whether to recommend that the application be approved or denied.

257 (1) The Committee shall be responsible for weighing the appropriateness of  
258 granting a pardon or forgiveness.

259 (b) *Recommendation.* After considering the factors provided, the Committee shall make a  
260 decision and compose a formal, written recommendation for each application, including  
261 reasons to approve or deny the application within sixty (60) days after the pardon or  
262 forgiveness hearing. The recommendation, including any dissenting opinions issued by the  
263 Committee, shall be forwarded to the Oneida Business Committee within thirty (30)  
264 calendar days after making a decision, along with the following materials for review:

265 (1) All information from the application and the background investigation;

266 (2) Any notarized statements submitted;

267 (3) A proposed draft resolution; and

268 (4) An audio recording of the hearing, upon request by an Oneida Business  
269 Committee member.

270

## 271 **126.9. Conditions and Restrictions**

272 126.9-1. *Pardons.* Certain convictions may affect a Tribal member's rights under state or federal  
273 law, or result in restrictions being placed on a Tribal member, regardless of whether a Tribal pardon  
274 has been granted.

275 (a) *Civil Rights.* A pardon by the Tribe does not guarantee the restoration of all civil rights,  
276 and each recipient of a Tribal pardon is responsible for determining whether the pardon  
277 affects any non-Tribal restrictions or limitations that may be applicable pursuant to the

- 278 conviction.
- 279 (b) *Employment*. Individuals convicted of a crime that is “substantially related” to the care
- 280 of another person or animal may be subject to extended or permanent restrictions on
- 281 licensing or professional credentials in fields relating to such caretaking. A Tribal pardon
- 282 shall not affect these restrictions.
- 283 (c) *Sex Offender Registry*. Receipt of a Tribal pardon shall in no way affect registration,
- 284 tracking or other restrictions or obligations imposed upon sex offenders.
- 285 (d) *Voting Rights*. Each state, and the federal government are empowered to determine
- 286 whether felons may vote in elections, caucuses, referendums or any other venue dependent
- 287 on the votes of citizenry. The granting of a Tribal pardon shall not supersede the rights of
- 288 these jurisdictions to determine the eligibility of voters.

289 126.9-2. *Other Restrictions*. The Committee’s written recommendation to the Oneida Business

290 Committee to approve an applicant’s request for a pardon or forgiveness may also recommend the

291 Oneida Business Committee impose restrictions on the applicant. If the Committee does not

292 recommend a restriction, the Oneida Business Committee shall have the authority to place

293 restrictions on the applicant before approving the pardon or forgiveness request. Restrictions shall

294 specify the time lines attached to them, which may expand over a period of months, years, or

295 indefinitely.

- 296 (a) Restrictions shall be clearly defined and may include the following:
- 297 (1) The applicant is ineligible for a transfer, promotion or job reassignment.
- 298 (2) The applicant may be prohibited from:
- 299 (A) Handling cash and/or merchandise.
- 300 (B) Having Tribal property sign-off authority.
- 301 (C) Supervising staff.
- 302 (D) Supervising or caring for children or the elderly.
- 303 (E) Any other restrictions the Oneida Business Committee determines as
- 304 appropriate.
- 305 (b) When restrictions are imposed for a period of greater than five (5) years, the applicant
- 306 may, after five (5) years, apply to have the restrictions modified or lifted. The request to
- 307 modify or lift restrictions will follow the same process required to request a pardon.
- 308 (c) The applicant shall sign a written statement describing each restriction, and time period
- 309 of such restriction prior to becoming employed by the Tribe.

310 126.9-3. *Conditions*. The Committee may also recommend that an applicant requesting a pardon

311 or forgiveness be required to complete conditions before the applicant is granted the pardon or

312 forgiveness. If the Committee does not recommend a condition, the Oneida Business Committee

313 shall have the authority to place conditions on the applicant before approving the pardon or

314 forgiveness request.

- 315 (a) Conditions shall be clearly defined and may include the following:
- 316 (1) perform community service hours within a Tribal Department.
- 317 (2) payment of restitution to the Tribe.
- 318 (3) any other conditions the Oneida Business Committee determines as
- 319 appropriate.
- 320

### 321 **126.10. Oneida Business Committee**

322 126.10-1. The Oneida Business Committee shall consider all of the information received by the

323 Committee prior to making a determination on whether to issue or deny a pardon or forgiveness

324 application. The Oneida Business Committee may accept, reject or modify the Committee’s

325 recommendation.

326 126.10-2. *Deliberations.* Deliberations by the Oneida Business Committee shall take place in  
 327 executive session. The Oneida Business Committee may request, by written notice, that the  
 328 applicant be present during the deliberations to provide oral testimony or to answer questions. The  
 329 notice shall be provided to the applicant thirty (30) days prior to the deliberations and shall contain  
 330 the time, place and date of the deliberations.

331 126.10-3. *Final Decision.* The Oneida Business Committee shall issue or deny the pardon or  
 332 forgiveness in open session, by resolution, including the reasons therefor and shall include for the  
 333 record a clear indication of any decision and shall list the specific crimes to be pardoned or acts to  
 334 be forgiven. This decision is final and cannot be appealed. Applicants may be eligible to re-apply  
 335 for a pardon or forgiveness one (1) year from the date of the most recent denial of a pardon or  
 336 forgiveness.

337 126.10-4. *Notification.* Notification of the final decision shall be sent to the applicant from the  
 338 Tribal Secretary’s office by certified mail or personally served within ten (10) business days  
 339 following the decision. Applicants have a right to documentation of the final decision along with  
 340 the resolution, and the reason(s) for the final decision.

341 126.10-5. *Resolution.* To grant or deny a pardon or forgiveness, a majority vote of the Oneida  
 342 Business Committee is required.

343 126.10-6. *Eligibilities.* Unless otherwise directed by the Oneida Business Committee, a pardon  
 344 or forgiveness may fully or partially restore some Tribal eligibilities lost as a result of a conviction  
 345 or act including:

- 346 (a) employment; and/or
- 347 (b) an occupational license, certificate or permit; and/or
- 348 (c) housing; and/or
- 349 (d) other Tribal benefit.

350  
 351 *End.*  
 352

- 
- 353 Adopted – BC-2-19-93-I
  - 354 Adopted – BC-11-13-93-B (Oneida Pardon Procedures Policy)
  - 355 Adopted – BC-11-24-93-B (Temporary Pardons)
  - 356 Adopted – BC-7-31-02-A
  - 357 Adopted – BC-05-25-11-A
  - 358 Adopted – BC-01-22-14-B
  - 359 Emergency Adoption – BC-\_\_-\_\_-\_\_-\_\_

### Oneida Business Committee Agenda Request

Adopt resolution entitled Emergency Amendments to the Election Law

1. Meeting Date Requested: 4 / 28 / 21

#### 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 resolution entitled, "Emergency Amendments to the Election Law"

#### 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/Submitter: Clorissa N. Santiago, LRO Senior Staff Attorney  
Your Name, Title / Dept. or Tribal Member

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.



Oneida Nation  
 Oneida Business Committee  
 Legislative Operating Committee  
 PO Box 365 • Oneida, WI 54155-0365  
 Oneida-nsn.gov



TO: Oneida Business Committee  
 FROM: David P. Jordan, LOC Chairperson  
 DATE: April 28, 2021  
 RE: Election Law Emergency Amendments

Please find the following attached backup documentation for your consideration of the Election Law Emergency Amendments:

1. Resolution: Emergency Amendments to the Election Law
2. Statement of Effect: Emergency Amendments to the Election Law
3. Election Law Emergency Amendments Legislative Analysis
4. Election Law (Redline)
5. Election Law (Clean)

#### Overview

Emergency amendments to the Election law (the “Law”) are being sought to address the impact of the COVID-19 pandemic on the Nation’s 2021 Special Election. The emergency amendments to the Law will:

- Eliminate the caucus from the election process [1 O.C. 102.6-1];
- Require an individual to submit an application in order to have his or her name placed on a ballot for an election [1 O.C. 102.6-1];
- Eliminate the requirement for an individual to obtain at least ten (10) signatures of qualified voters when submitting an application to be placed on the ballot [1 O.C. 102.6-1];
- Require that all applications be submitted to the Business Committee Support Office by the close of business on the application deadline established by the Oneida Election Board [1 O.C. 102.6-1(c)];
- Reduce the number of Oneida Election Board members who are required to sign the election totals on machine counted ballots from six (6) to three (3) [1 O.C. 102.10-2];
- Clarify that elections shall be held at an Oneida Nation facility instead of just in an Oneida Nation facility [1 O.C. 102.9-2]; and
- Eliminate the requirement that referendum questions be submitted in writing at the caucus, and instead allow for referendum questions to be submitted in writing to the Business Committee Support Office by the deadline established by the Oneida Election Board. [1 O.C. 102.12-9(c)].

On March 12, 2020, Chairman Tehassi Hill signed a “*Declaration of Public Health State of Emergency*” due to the COVID-19 pandemic which sets into place the necessary authority should action need to be taken, and allows the Oneida Nation to seek reimbursement of emergency management actions that may result in unexpected expenses. [3 O.C. 302.8-1]. The Oneida Business Committee has extended this Public Health State of Emergency until May 12, 2021,

through the adoption of the following resolutions: BC-03-26-20-A, BC-05-06-20-A, BC-06-10-20-A, BC-07-08-20-A, BC-08-06-20-A, BC-09-09-20-A, BC-10-08-20-A, BC-11-10-20-A, BC-12-09-20-D, BC-01-07-21-A, BC-02-10-21-A, and BC-03-10-21-D. [3 O.C. 302.8-2].

The Oneida Business Committee can temporarily enact legislation when legislation is necessary for the immediate preservation of the public health, safety, or general welfare of the Reservation population, and the amendment of the legislation is required sooner than would be possible under the Legislative Procedures Act. [1 O.C. 109.9-5]. A fiscal impact statement and public meeting are not required for emergency legislation. [1 O.C. 109.9-5(a)].

The emergency amendments to this Law are necessary for the preservation of the public health, safety, and general welfare of the Reservation population. The emergency amendments are needed to protect the Reservation population against the public health crisis that is the COVID-19 pandemic. The elimination of the requirement to hold the caucus while allowing individuals to be placed on the ballot through the submission of an application, in conjunction with the elimination to obtain at least ten (10) signatures from qualified voters, will eliminate any unnecessary contact between individuals which could spread the COVID-19 virus, while also ensuring that the July 2021 Special Election can occur without interruption.

Additionally, observance of the requirements under the Legislative Procedures Act for the adoption of these amendments would be contrary to public interest. The caucus is scheduled to be held on May 8, 2021. The Law currently requires that the caucus occur at least forty-five (45) days before a special election. The 2021 Special Election is scheduled to be held on July 10, 2021. Therefore, the process and requirements of the Legislative Procedures Act cannot be completed in time to ensure that the 2021 Special Election could occur uninterrupted without violating the caucus procedures currently contained in the Law.

The emergency amendments to the Law will become effective immediately upon adoption by the Oneida Business Committee and will remain effective for six (6) months. There will be one (1) opportunity to extend the emergency amendments for an additional six (6) months. [1 O.C. 109.9-5(b)].

### **Requested Action**

Adopt the Resolution: Emergency Amendments to the Election Law

# Oneida Nation

Post Office Box 365

Phone: (920)869-2214



Oneida, WI 54155

## BC Resolution # Emergency Amendments to the Election Law

- 1   **WHEREAS,**   the Oneida Nation is a federally recognized Indian government and a treaty tribe  
2                   recognized by the laws of the United States of America; and  
3
- 4   **WHEREAS,**   the Oneida General Tribal Council is the governing body of the Oneida Nation; and  
5
- 6   **WHEREAS,**   the Oneida Business Committee has been delegated the authority of Article IV, Section 1,  
7                   of the Oneida Tribal Constitution by the Oneida General Tribal Council; and  
8
- 9   **WHEREAS,**   the Election law (“the Law”) was adopted by the General Tribal Council on June 19, 1993  
10                  for the purpose of governing the procedures for the conduct of orderly elections of the  
11                  Nation, and was most recently amended by the General Tribal Council through resolution  
12                  GTC-04-23-17-A; and  
13
- 14   **WHEREAS,**   on March 12, 2020, Chairman Tehassi Hill signed a “*Declaration of Public Health State of*  
15                  *Emergency*” regarding COVID-19 which declared a Public Health State of Emergency for  
16                  the Nation until April 12, 2020, and set into place the necessary authority for action to be  
17                  taken and allows the Nation to seek reimbursement of emergency management actions  
18                  that may result in unexpected expenses; and  
19
- 20   **WHEREAS,**   the Nation’s Public Health State of Emergency has since been extended until May 12,  
21                  2021, through the adoption of the following resolutions: BC-03-26-20-A, BC-05-06-20-A,  
22                  BC-06-10-20-A, BC-07-08-20-A, BC-08-06-20-A, BC-09-09-20-A, BC-10-08-20-A, BC-11-  
23                  10-20-A, BC-12-09-20-D, BC-01-07-21-A, BC-02-10-21-A, and BC-03-10-21-D; and  
24
- 25   **WHEREAS,**   on March 24, 2020, the Nation’s COVID-19 Core Decision Making Team issued a “*Safer*  
26                  *at Home*” declaration which prohibits all public gatherings of any number of people and  
27                  orders all individuals present within the Oneida Reservation to stay at home or at their  
28                  place of residence, with certain exceptions allowed; and  
29
- 30   **WHEREAS,**   the COVID-19 Core Decision Making Team has issued subsequent declarations modifying  
31                  the “*Safer at Home*” declaration including the April 21, 2020 “*Updated Safer at Home*”  
32                  declaration, the May 19, 2020, “*Safer at Home Declaration, Amendment, Open for*  
33                  *Business*” declaration, the June 10, 2020, “*Stay Safer at Home*” declaration, and the July  
34                  17, 2020, “*Safe Re-Opening Governmental Offices*” declaration; and  
35
- 36   **WHEREAS,**   the 2021 Special Election has been scheduled for July 10, 2021; and  
37
- 38   **WHEREAS,**   the Oneida Election Board has requested emergency amendments to the Election law to  
39                  address the impact of COVID-19 on the 2021 Special Election; and  
40
- 41   **WHEREAS,**   the proposed emergency amendments to the Law eliminate the caucus from the election  
42                  process and instead require that an individual submit an application in order to be placed  
43                  on the ballot; and

44  
45 **WHEREAS,** the proposed emergency amendments to the Law eliminate the requirement of an  
46 individual to obtain no less than ten (10) signatures of qualified voters when submitting a  
47 form to be placed on the ballot; and  
48

49 **WHEREAS,** the proposed emergency amendments to the Law provide that elections shall be held at  
50 an Oneida Nation facility(s) as determined by the Oneida Election Board, as opposed to  
51 just in an Oneida Nation facility(s); and  
52

53 **WHEREAS,** the proposed emergency amendments to the Law lower the number of Oneida Election  
54 Board members that are required sign the election totals, which includes the tape signed  
55 by the members of the Nation before the polls were opened, from six (6) to three (3)  
56 members; and  
57

58 **WHEREAS,** the proposed emergency amendments to the Law provide that referendum questions  
59 regarding issues directing affecting the Nation or general membership are to be presented  
60 to the Nation's Secretary, or designated agent, in writing, during normal business hours,  
61 Monday through Friday by the deadline established by the Election Board; and  
62

63 **WHEREAS,** the Legislative Procedures Act authorizes the Oneida Business Committee to enact  
64 legislation on an emergency basis, to be in effect for a period of six (6) months, renewable  
65 for an additional six (6) months; and  
66

67 **WHEREAS,** emergency adoption of legislation is allowed when legislation is necessary for the  
68 immediate preservation of the public health, safety, or general welfare of the Reservation  
69 population, and the amendment of the legislation is required sooner than would be possible  
70 under the Legislative Procedures Act; and  
71

72 **WHEREAS,** the emergency adoption of the amendments to the Law are necessary for the preservation  
73 of the public health, safety, and general welfare of the Reservation population to protect  
74 the Reservation population against the public health crisis that is the COVID-19 pandemic  
75 since the elimination of the requirement to hold the caucus while allowing individuals to be  
76 placed on the ballot through the submission of an application, in conjunction with the  
77 elimination to obtain at least ten (10) signatures from qualified voters, will eliminate any  
78 unnecessary contact between individuals which could spread the COVID-19, while also  
79 ensuring that the July 2021 Special Election can occur without interruption; and  
80

81 **WHEREAS,** observance of the requirements under the Legislative Procedures Act for adoption of these  
82 amendments would be contrary to public interest since the caucus for the 2021 Special  
83 Election is scheduled for May 8, 2021, and the process and requirements of the Legislative  
84 Procedures Act cannot be completed in time to ensure that the Special Election could still  
85 occur on July 10, 2021, without violating the Law; and  
86

87 **WHEREAS,** the Legislative Procedures Act does not require a public meeting or fiscal impact statement  
88 when considering emergency legislation; and  
89

90 **NOW THEREFORE BE IT RESOLVED,** the Oneida Business Committee hereby adopts emergency  
91 amendments to the Election Law effective immediately.



## Statement of Effect

### *Emergency Amendments to the Election Law*

#### *Summary*

This resolution adopts emergency amendments to the Election law in response to the COVID-19 pandemic's effect on the 2021 Special Election.

*Submitted by: Clorissa N. Santiago, Staff Attorney, Legislative Reference Office*

*Date: April 16, 2021*

#### *Analysis by the Legislative Reference Office*

This resolution adopts emergency amendments to the Election law (“the Law”). The purpose of the Law is to govern the procedures for the conduct of orderly elections of the Nation. [1 O.C. 102.1-1]. The emergency amendments to the Law will:

- Eliminate the caucus from the election process [1 O.C. 102.6-1];
- Require an individual to submit an application in order to have his or her name placed on a ballot for an election [1 O.C. 102.6-1];
- Eliminate the requirement for an individual to obtain at least ten (10) signatures of qualified voters when submitting an application to be placed on the ballot [1 O.C. 102.6-1];
- Require that all applications be submitted to the Business Committee Support Office by the close of business on the application deadline established by the Oneida Election Board [1 O.C. 102.6-1(c)];
- Reduce the number of Oneida Election Board members who are required to sign the election totals on machine counted ballots from six (6) to three (3) [1 O.C. 102.10-2];
- Clarify that elections shall be held at an Oneida Nation facility instead of just in an Oneida Nation facility [1 O.C. 102.9-2]; and
- Eliminate the requirement that referendum questions be submitted in writing at the caucus, and instead allow for referendum questions to be submitted in writing to the Business Committee Support Office by the deadline established by the Oneida Election Board. [1 O.C. 102.12-9(c)].

The Legislative Procedures Act (LPA) allows the Oneida Business Committee to take emergency action 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. [1 O.C. 109.9-5].

On March 12, 2020, in accordance with the Emergency Management law, Chairman Tehassi Hill signed a “*Declaration of Public Health State of Emergency*” which sets into place the necessary authority should action need to be taken, and allows the Oneida Nation to seek reimbursement of emergency management actions that may result in unexpected expenses. [3 O.C. 302.8-1]. The Oneida Business Committee has extended this Public Health State of Emergency until May 12, 2021, through the adoption of the following resolutions: BC-03-26-20-A, BC-05-06-20-A, BC-

06-10-20-A, BC-07-08-20-A, BC-08-06-20-A, BC-09-09-20-A, BC-10-08-20-A, BC-11-10-20-A, BC-12-09-20-D, BC-01-07-21-A, BC-02-10-21-A, and BC-03-10-21-D. [3 O.C. 302.8-2].

On March 24, 2020, the Nation's COVID-19 Core Decision Making Team issued a "Safer at Home" declaration which prohibits all public gatherings of any number of people and orders all individuals present within the Oneida Reservation to stay at home or at their place of residence, with certain exceptions allowed. On April 21, 2020, the COVID-19 Core Decision Making Team issued an "Updated Safer at Home" declaration which allowed for gaming and golf operations to resume. Then on May 19, 2020, the COVID-19 Core Decision Making Team issued a "Safer at Home Declaration, Amendment, Open for Business" which directs that individuals within the Oneida Reservation should continue to stay at home, businesses can re-open under certain safer business practices, and social distancing should be practiced by all persons. On June 10, 2020, the COVID-19 Team issued a "Stay Safer at Home" declaration which lessened the restrictions of the "Safer at Home Declaration, Amendment, Open for Business" while still providing guidance and some restrictions. Then on July 17, 2020, the "Safe Re-opening Governmental Offices" declaration was issued which provides guidance on how buildings will be safely re-opened to the public.

The resolution provides that the emergency amendments to this Law are necessary for the preservation of the public health, safety, and general welfare of the Reservation population. The emergency amendments are needed to protect the Reservation population against the public health crisis that is the COVID-19 pandemic. The elimination of the requirement to hold the caucus while allowing individuals to be placed on the ballot through the submission of an application, in conjunction with the elimination to obtain at least ten (10) signatures from qualified voters, will eliminate any unnecessary contact between individuals which could spread the COVID-19 virus, while also ensuring that the July 2021 Special Election can occur without interruption.

Additionally, the resolution provides that observance of the requirements under the LPA for adoption of this amendment would be contrary to public interest. The caucus is scheduled to be held on May 8, 2021. The Law currently requires that the caucus occur at least forty-five (45) days before a special election. The 2021 Special Election is scheduled to be held on July 10, 2021. Therefore, the process and requirements of the Legislative Procedures Act cannot be completed in time to ensure that the 2021 Special Election could occur uninterrupted without violating the caucus procedures currently contained in the Law.

The emergency amendments to the Law will take effect immediately upon adoption by the Oneida Business Committee and will remain effective for six (6) months. The LPA provides the possibility to extend the emergency amendments for an additional six (6) months, or until the emergency amendments expire or are permanently adopted. [1 O.C. 109.9-5(b)].

### **Conclusion**

Adoption of this resolution would not conflict with any of the Nation's laws.



Onayote'a'ká· Tho Ni· Yót Tsi? ayethiyataláko Tsi? Kayanláhsla  
People of the Standing Stone how it is we will appoint them the kind of laws we have

## EMERGENCY AMENDMENTS TO ELECTION LAW LEGISLATIVE ANALYSIS

### SECTION 1. EXECUTIVE SUMMARY

<i>Analysis by the Legislative Reference Office</i>	
<b>Intent of the Proposed Amendments</b>	<ul style="list-style-type: none"> <li>▪ Eliminate the caucus from the election process;</li> <li>▪ Require an individual to submit an application in order to have his or her name placed on a ballot for an election;</li> <li>▪ Eliminate the requirement for an individual to obtain at least ten (10) signatures of qualified voters when submitting an application to be placed on the ballot;</li> <li>▪ Require that all applications be submitted to the Business Committee Support Office by the application deadline established by the Election Board;</li> <li>▪ Reduces the number of Oneida Election Board members who are required to sign the election totals on machine counted ballots from six (6) to three (3);</li> <li>▪ Clarify that elections shall be held at an Oneida Nation facility instead of just in an Oneida Nation facility; and</li> <li>▪ Eliminate the requirement that referendum questions be submitted in writing at the caucus, and instead allow for referendum questions to be submitted in writing to the Business Committee Support Office by the deadline established by the Election Board.</li> </ul>
<b>Purpose</b>	To govern the procedures for the conduct of orderly elections of the Nation [1 O.C. 102.1-1]
<b>Affected Entities</b>	Oneida Election Board, Business Committee Support Office, Oneida Business Committee, Oneida Nation Judiciary, Oneida Land Claims Commission, Oneida Land Commission, Oneida Nation Commission on Aging, Oneida Nation School Board, Oneida Trust Enrollment Committee, Oneida Legal Resource Center.
<b>Related Legislation</b>	Boards, Committees, and Commissions law, Emergency Management and Homeland Security law.
<b>Public Meeting</b>	A public meeting is not required for emergency legislation [1 O.C. 109.8-1(b) and 109.9-5(a)].
<b>Fiscal Impact</b>	A fiscal impact statement is not required for emergency legislation [1 O.C. 109.9-5(a)].
<b>Expiration of Emergency Amendments</b>	Emergency amendments expire six (6) months after adoption and may be renewed for one additional six (6) month period.

### SECTION 2. LEGISLATIVE DEVELOPMENT

- 1
- 2 **A. Background.** The Election law was first adopted on June 19, 1993, and most recently amended by the
- 3 General Tribal Council on April 23, 2017. The Law governs the procedures for the conduct of orderly
- 4 elections of the Nation. [1 O.C. 102.1-1].

- 5 **B. 2021 Special Election.** The caucus for the 2021 Special Election is scheduled to be held on May 8,  
6 2021, with the Special Election occurring on July 10, 2021. The 2021 Special Election ballot would  
7 include the following positions:
- 8     ▪ Oneida Election Board.
    - 9         ▪ Three (3) vacancies – three (3) year term.
  - 10    ▪ Oneida Land Claims Commission.
    - 11         ▪ Two (2) vacancies for terms ending 2023 – three (3) year term.
    - 12         ▪ Two (2) vacancies for terms ending 2024 – three (3) year term.
  - 13    ▪ Oneida Land Commission;
    - 14         ▪ Three (3) vacancies – three (3) year term.
  - 15    ▪ Oneida Nation Commission on Aging.
    - 16         ▪ Three (3) vacancies for terms ending in 2023 – three (3) year term.
    - 17         ▪ Three (3) vacancies for terms ending in 2024 – three (3) year term
  - 18    ▪ Oneida Nation School Board.
    - 19         ▪ Two (2) vacancies for parent/guardian positions - three (3) year term.
    - 20         ▪ Two (2) vacancies for community-at-large positions - three (3) year term
  - 21    ▪ Oneida Trust Enrollment Committee.
    - 22         ▪ Three (3) vacancies – three (3) year term.
  - 23    ▪ Legal Resource Center.
    - 24         ▪ One (1) vacancy for advocate - four (4) year term.
  - 25    ▪ Oneida Judiciary Court of Appeals:
    - 26         ▪ One (1) vacancy for Appellate Court Judge term ending 2023 - six (6) year term.
- 27 **C. COVID-19 Pandemic.** The world is currently facing a pandemic of COVID-19. The COVID-19  
28 outbreak originated in Wuhan, China and has spread to many other countries throughout the world,  
29 including the United States. The COVID-19 pandemic has resulted in high rates of infection and  
30 mortality, as well as vast economic impacts including effects on the stock market and the closing of all  
31 non-essential businesses.
- 32    ▪ *Declaration of a Public Health State of Emergency.*
    - 33         ▪ On March 12, 2020, Chairman Tehassi Hill signed a “*Declaration of Public Health State*  
34         *of Emergency*” regarding COVID-19 which declared the Public Health State of Emergency  
35         for the Nation until April 12, 2020, and set into place the necessary authority should action  
36         need to be taken and allowed the Nation to seek reimbursement of emergency management  
37         actions that may result in unexpected expenses.
    - 38         ▪ The Public Health State of Emergency has since been extended until May 12, 2021, by the  
39         Oneida Business Committee through the adoption of resolutions BC-03-28-20-A, BC-05-  
40         06-20-A, BC-06-10-20-A, BC-07-08-20-A, BC-08-06-20-A, BC-09-09-20-A, BC-10-08-  
41         20-A, BC-11-10-20-A, BC-12-09-20-D, BC-01-07-21-A, BC-02-10-21-A, and BC-03-10-  
42         21-D.
  - 43    ▪ *COVID-19 Core Decision Making Team.*
    - 44         ▪ On March 17, 2020, the Oneida Business Committee adopted emergency amendments to  
45         the Emergency Management and Homeland Security law to create and delegate authority  
46         to a COVID-19 Core Decision Making Team (“COVID-19 Team”). [*BC-03-17-20-E - 3*  
47         *O.C. 302.10*].

- 48                   ▪ When a public health emergency has been declared, the COVID-19 Team has the  
49 authority to declare exceptions to the Nation’s laws, policies, procedures,  
50 regulations, or standard operating procedures during the emergency period which  
51 will be of immediate impact for the purposes of protecting the health, safety, and  
52 general welfare of the Nation’s community, members, and employees. [BC-03-17-  
53 20-E - 3 O.C. 302.10-2].
- 54                   ▪ These declarations remain in effect for the duration of the Public Health State of  
55 Emergency. [BC-03-17-20-E - 3 O.C. 302.10-3].
- 56                   ▪ On March 10, 2021, the Oneida Business Committee adopted permanent  
57 amendments to the Emergency Management and Homeland Security law, now  
58 known as the Emergency Management law, through the adoption of resolution BC-  
59 03-10-21-A which incorporated an emergency core decision time with the  
60 authority to make emergency declarations on a permanent basis/
- 61   ▪ *COVID-19 Core Decision Making Team Declarations: Safer at Home.*
- 62                   ▪ On March 24, 2020, the Nation’s COVID-19 Core Decision Making Team issued a “*Safer*  
63 *at Home*” declaration which ordered all individuals present within the Oneida Reservation  
64 to stay at home or at their place of residence, with certain exceptions allowed. This  
65 declaration prohibited all public gatherings of any number of people.
- 66                   ▪ On April 21, 2020, the COVID-19 Core Decision Making Team issued an “*Updated Safer*  
67 *at Home*” declaration which allowed for gaming and golf operations to resume.
- 68                   ▪ On May 19, 2020, the COVID-19 Core Decision Making Team issued a “*Safer at Home*  
69 *Declaration, Amendment, Open for Business*” which directs that individuals within the  
70 Oneida Reservation should continue to stay at home, businesses can re-open under certain  
71 safer business practices, and social distancing should be practiced by all persons.
- 72                   ▪ On June 10, 2020, the COVID-19 Core Decision Making Team issued a “*Stay Safer at*  
73 *Home*” declaration which lessened the restrictions of the “*Safer at Home Declaration,*  
74 *Amendment, Open for Business*” while still providing guidance and some restrictions. This  
75 declaration prohibits all public and private gatherings of more than twenty (20) people that  
76 are not part of a single household or living unit.
- 77                   ▪ On July 17, 2020, the COVID-19 Team issued a “*Safe Re-Opening Governmental Offices*”  
78 which sets minimum standards for the safe re-opening of a building or recall of employees  
79 to work.
- 80   ▪ *COVID-19 Core Decision Making Team Declaration: Suspension of Public Meetings under the*  
81 *Legislative Procedures Act.*
- 82                   ▪ On March 27, 2020, the Nation’s COVID-19 Core Decision Making Team issued a  
83 “*Suspension of Public Meetings under the Legislative Procedures Act*” declaration which  
84 suspended the Legislative Procedures Act's requirement to hold a public meeting during  
85 the public comment period, but allows members of the community to still participate in the  
86 legislative process by submitting written comments, questions, data, or input on proposed  
87 legislation to the Legislative Operating Committee via e-mail during the public comment  
88 period.
- 89 **D.** At the March 24, 2021, Oneida Business Committee meeting the Oneida Election Board provided a  
90 memo which requested that the Oneida Business Committee make emergency amendments to the  
91 Election law due to the Nation’s Public Health State of Emergency. The Oneida Election Board

92 provided that the 2021 Special Election caucus was scheduled for May 8, 2021, but the Nation’s Public  
93 Health State of Emergency would be effective until at least May 12, 2021. Due to the Public Health  
94 State of Emergency and corresponding emergency declarations, such as the “*Stay Safer at Home*”  
95 declaration which prohibits all public and private gatherings of more than twenty (20) people that are  
96 not part of a single household or living unit, the membership is advised to stay home and social distance.  
97 In an effort to avoid large gatherings of members where COVID-19 could be easily spread, the Oneida  
98 Election Board identified that conducting a caucus or requiring applicants to obtain ten (10) signatures  
99 through the petition process would unnecessarily spread COVID-19 by encouraging contact between  
100 individuals. The Oneida Election Board is seeking emergency amendments to the Election law to  
101 address these issues in a similar fashion to emergency amendments that were made to the Election law  
102 during the 2020 General Election through the adoption of resolutions BC-03-17-20-B, BC-05-13-20-  
103 H, and BC-06-24-20-B.

### 104 105 **SECTION 3. CONSULTATION AND OUTREACH**

- 106 A. Representatives from the following departments or entities participated in the development of this Law  
107 and legislative analysis:
- 108     ▪ Oneida Election Board.
- 109 B. The following laws were reviewed in the drafting of this analysis:
- 110     ▪ Oneida Nation Constitution and Bylaws;
  - 111     ▪ Emergency Management law;
  - 112     ▪ Boards, Committees, and Commissions law.

### 113 114 **SECTION 4. PROCESS**

- 115 A. These amendments are being considered on an emergency basis. The Oneida Business Committee may  
116 temporarily enact emergency legislation “where legislation is necessary for the immediate preservation  
117 of public health, safety, or general welfare of the Reservation population and enactment or amendment  
118 of legislation is required sooner than would be possible under this law” [1 O.C. 109.9-5].
- 119     ▪ Emergency amendments are being pursued for the immediate preservation of the public health,  
120 safety, and general welfare of the Reservation population against the public health crisis that is the  
121 COVID-19 pandemic. Chairman Tehassi Hill declared a Public Health State of Emergency for the  
122 Nation on March 12, 2020, which has since been extended until May 12, 2021. Due to the Public  
123 Health State of Emergency and corresponding emergency declarations, such as the “*Stay Safer at*  
124 *Home*” declaration which prohibits all public and private gatherings of more than twenty (20)  
125 people that are not part of a single household or living unit, the membership is advised to stay home  
126 and social distance. In an effort to avoid large gatherings of members where COVID-19 could be  
127 easily spread, the Oneida Election Board identified that conducting a caucus or requiring applicants  
128 to obtain ten (10) signatures through the petition process would unnecessarily spread COVID-19  
129 by encouraging contact between individuals.
  - 130     ▪ Observance of the requirements under the Legislative Procedures Act for the adoption of these  
131 amendments would be contrary to public interest. The caucus is scheduled to be held on May 8,  
132 2021. Therefore, the process and requirements of the Legislative Procedures Act cannot be  
133 completed in time to ensure that the caucus can be removed from the Law, without violating the  
134 caucus procedures contained in the Law.

- 135 B. Emergency amendments typically expire six (6) months after adoption, with one (1) opportunity for a  
136 six (6) month extension of the emergency amendments. [1 O.C. 109.9-5(b)].
- 137 C. The Legislative Procedures Act does not require a public meeting or fiscal impact statement when  
138 considering emergency legislation. [1 O.C. 109.9-5(a)]. However, a public meeting and fiscal impact  
139 statement will eventually be required if permanent adoption of these amendments is considered.
- 140 D. The Legislative Operating Committee added these emergency amendments to the Active Files List on  
141 April 7, 2021.

142

## 143 SECTION 5. CONTENTS OF THE LEGISLATION

144 A. **Elimination of the Caucus.** The proposed amendments eliminate the caucus from the election process.  
145 Previously, the Law required that the Election Board call a caucus at least ninety (90) days before a  
146 general election was held, or forty-five (45) days before any other election. [GTC-04-23-17-A - 1 O.C.  
147 102.6-1]. At the caucus individuals could nominate potential candidates on the floor, and those potential  
148 candidates that were present during the caucus would then accept or decline the nomination. [GTC-04-  
149 23-17-A - 1 O.C. 102.6-2]. If an individual was nominated during the caucus but not present to accept  
150 the nomination, that individual could follow the petition process to get his or her name on the ballot.  
151 Now, with the elimination of the caucus from the election process, an individual who is interested in  
152 having his or her name on the ballot has to apply to be on the ballot by submitting the designated  
153 application form to the Business Committee Support Office by the application deadline established by  
154 the Oneida Election Board. [1 O.C. 102.5-4, 102.6-1].

155 ■ *Effect.* The proposed emergency amendment would allow for the 2021 Special Election to occur  
156 as scheduled. The elimination of the requirement to hold the caucus while allowing individuals to  
157 be placed on the ballot through the submission of an application will eliminate any unnecessary  
158 contact between individuals which could spread the COVID-19, while also ensuring that the 2021  
159 Special Election can occur without interruption.

160 B. **Application to be Placed on the Ballot.** The proposed amendments require that an individual submit  
161 an application in order to be placed on the ballot. [1 O.C. 102.6-1]. The application form consists of  
162 information that satisfies the minimum requirements for eligible candidates as described in section  
163 102.5-2 of the Law and is required to be submitted to the Business Committee Support Office the  
164 application deadline established by the Oneida Election Board. [1 O.C. 102.6-1(b)-(c)]. Previously, if  
165 an individual was not present at the caucus to accept a nomination, or was not nominated at the caucus,  
166 the individual could file a petition to have his or her name placed on the ballot. [GTC-04-23-17-A - 1  
167 O.C. 102.6-3]. The petitioner was required to submit the petition form along with no less than ten (10)  
168 signatures of qualified voters, which would be verified by the Oneida Trust Enrollment Department,  
169 prior to the close of business at least five (5) business days after the caucus. [GTC-04-23-17-A - 1 O.C.  
170 102.6-3].

171 ■ *Effect.* The proposed amendment makes the application process the sole way for an individual to  
172 have his or her name placed on the ballot for an election. The requirement to obtain at least ten (10)  
173 signatures of qualified voters was eliminated in an effort to eliminate any unnecessary contact  
174 between individuals which could spread COVID-19. Because the requirement to obtain signatures  
175 was eliminated from the Law, so was the requirement that the Oneida Trust Enrollment Department  
176 verify the signatures. Since there is no caucus, the deadline to submit an application to be placed  
177 on the ballot was revised from five (5) days after the caucus to the application deadline established  
178 by the Oneida Election Board. The Oneida Election Board intends to allow applications to be

179 submitted to the Business Committee Support Office the week of May 10, 2021 through May 14,  
180 2021. The combinations of these changes along with the elimination of the caucus should ensure  
181 that the 2021 Special Election can occur in July as scheduled while still protecting the health and  
182 safety of the people of the Nation.

183 **C. *Location of the Election.*** The proposed emergency amendment to the Election law provides that  
184 elections shall be held at an Oneida Nation facility(s) as determined by the Election Board. [1 O.C.  
185 102.9-2]. Previously, the Election law provided that elections shall be held in an Oneida Nation  
186 facility(s) as determined by the Election Board.

187 **▪ *Effect.*** The proposed emergency amendment would provide additional flexibility for the Oneida  
188 Election Board to utilize outdoor space of an Oneida Nation facility if determined necessary.

189 **D. *Election Board Members Signature on Machine Counted Ballots.*** The proposed amendments lower  
190 the number of Oneida Election Board members that are required sign the election totals, which includes  
191 the tape signed by the members of the Nation before the polls were opened, from six (6) to three (3).  
192 [1 O.C. 102.10-2].

193 **▪ *Effect.*** Requiring less Oneida Election Board members to be present at the polling place to sign  
194 the election totals help reduce unnecessary contact between individuals which could spread  
195 COVID-19.

196 **E. *Submission of Referendum Questions.*** The proposed amendments provide that referendum questions  
197 regarding issues directing affecting the Nation or general membership are to be presented to the  
198 Nation's Secretary, or designated agent, in writing, during normal business hours, 7:00 a.m. until 4:30  
199 p.m. Monday through Friday by the deadline established by the Election Board. [1 O.C. 102.12-9(c)].  
200 The proposed amendments also provide that no mailed, internal Nation mail delivery, faxed or other  
201 delivery method of referendum questions shall be accepted. [1 O.C. 102.12-9(c)]. Previously, the Law  
202 provided that referendum questions were to be presented to the Nation's Secretary, in writing, at the  
203 caucus prior to election.

204 **▪ *Effect.*** The proposed emergency amendments to the Law will ensure that there is still a process for  
205 members of the Nation to submit referendum questions to the 2021 Special Election even though  
206 the caucus will be eliminated from the election process. Due to the cancellation of the caucus, the  
207 Oneida Election Board intends to set the referendum question deadline as May 14, 2021, and allow  
208 referendum questions to be submitted in writing to the Business Committee Support Office during  
209 the week of the week of May 10, 2021 through May 14, 2021.

210

## 211 **SECTION 6. EXISTING LEGISLATION**

212 **A. *Related Legislation.*** The following laws of the Nation are related to the emergency amendments to this  
213 Law:

214 **▪ *Boards, Committees, and Commissions law.*** The Boards, Committees, and Commission law  
215 governs boards, committees, and commissions of the Nation, including the procedures regarding  
216 the appointment and election of persons to boards, committees and commissions, creation of  
217 bylaws, maintenance of official records, compensation, and other items related to boards,  
218 committees and commissions. [1 O.C. 105.1-1].

219 **▪** The Boards, Committees, and Commissions law provides that all elected positions shall be  
220 nominated at a caucus called by the Oneida Election Board, or petition for ballot placement,  
221 in accordance with the Nation's laws and/or policies governing elections, except where an  
222 entity's bylaws allow for a vacancy to be filled by appointment. [1 O.C. 105.8-1].

- 223           ▪ The emergency amendments will eliminate the caucus from the election process, leaving  
224           application for ballot placement as the only method to be elected to an entity, except where  
225           an entity’s bylaws allow for a vacancy to be filled by appointment.
- 226       ▪ *Emergency Management law.* The Emergency Management law provides for the development and  
227       execution of plans for the protection of residents, property, and the environment in an emergency  
228       or disaster; and provides for the direction of emergency management, response, and recovery on  
229       the Reservation; as well as coordination with other agencies, victims, businesses, and organizations;  
230       and establishes the use of the National Incident Management System; and designates authority and  
231       responsibilities for public health preparedness. [3 O.C. 302.1-1].
- 232           ▪ The Emergency Management law provides that the Oneida Business Committee shall be  
233           responsible for proclaiming or ratifying the existence of an emergency. [3 O.C. 302.8-1]. A  
234           public health emergency is defined as the occurrence or imminent threat of an illness or health  
235           condition which:
- 236               (1) is a quarantinable disease, or is believed to be caused by bioterrorism or a biological  
237               agent; and
- 238               (2) poses a high probability of any of the following:
- 239                   (A) a large number of deaths or serious or long-term disability among humans; or  
240                   (B) widespread exposure to a biological, chemical, or radiological agent that  
241                   creates a significant risk of substantial future harm to a large number of people.  
242               [3 O.C. 302.3-1(p)].
- 243           ▪ No proclamation of an emergency by the Oneida Business Committee may last for longer  
244           than sixty (60) days, unless the proclamation of emergency is extended by the Oneida  
245           Business Committee. [3 O.C. 302.8-2].
- 246           ▪ Chairman Tehassi Hill’s March 12, 2020, “*Declaration of Public Health State of*  
247           *Emergency*” and subsequent extensions conform with the requirements of the Emergency  
248           Management law.
- 249       ▪ *Legislative Procedures Act.* The Legislative Procedures Act was adopted by the General Tribal  
250       Council on January 7, 2013, for the purpose of providing a standard process for the adoption or  
251       amendments of laws of the Nation which includes taking into account comments from members of  
252       the Nation and input from agencies of the Nation. [1 O.C. 109.1-1, 109.1-2].
- 253           ▪ The Legislative Procedures Act provides a process for the adoption of emergency  
254           legislation when the legislation is necessary for the immediate preservation of the public  
255           health, safety, or general welfare of the Reservation population and the enactment or  
256           amendment of legislation is required sooner than would be possible under this law. [1 O.C.  
257           109.9-5].
- 258               ▪ The Legislative Operating Committee is responsible for first reviewing the  
259               emergency legislation and for forwarding the legislation to the Oneida Business  
260               Committee for consideration. [1 O.C. 109.9-5(a)].
- 261               ▪ The proposed emergency legislation is required to have a legislative analysis  
262               completed and attached prior to being sent to the Oneida Business Committee for  
263               consideration. [1 O.C. 109.9-5(a)].
- 264                   • A legislative analysis is a plain language analysis describing the important  
265                   features of the legislation being considered and factual information to  
266                   enable the Legislative Operating Committee to make informed decisions

267 regarding legislation. A legislative analysis includes a statement of the  
268 legislation's terms and substance; intent of the legislation; a description of  
269 the subject(s) involved, including any conflicts with Oneida or other law,  
270 key issues, potential impacts of the legislation and policy considerations.  
271 [1 O.C. 109.3-1(g)].

- 272       ▪ Emergency legislation does not require a fiscal impact statement to be completed  
273       or a public comment period to be held. [1 O.C. 109.9-5(a)].
- 274       ▪ Upon the determination that an emergency exists the Oneida Business Committee  
275       can adopt emergency legislation. The emergency legislation becomes effective  
276       immediately upon its approval by the Oneida Business Committee. [1 O.C. 109.9-  
277       5(b)].
- 278       ▪ Emergency legislation remains in effect for a period of up to six (6) months, with  
279       an opportunity for a one-time emergency law extension of up to six (6) months. [1  
280       O.C. 109.9-5(b)].
- 281       ▪ Emergency amendments to this Law would conform with the requirements of the  
282       Legislative Procedures Act.

283

## 284 **SECTION 7. OTHER CONSIDERATIONS**

285 **A. *Deadline for Permanent Adoption of Amendments.*** The emergency amendments will expire six (6)  
286 months after adoption or until the 2020 General Election is concluded, whichever is sooner. The  
287 emergency amendments may be renewed for an additional six (6) month period.

- 288       ▪ *Conclusion:* The Legislative Operating Committee will need to consider the development and  
289       adoption of permanent amendments to this Law within the next six (6) to twelve (12) months.

290 **B. *Fiscal Impact.*** A fiscal impact statement is not required for emergency legislation.

- 291       ▪ Under the Legislative Procedures Act, a fiscal impact statement is required for all legislation except  
292       emergency legislation [1 O.C. 109.6-1].

293

**Title 1. Government and Finances - Chapter 102**

**ELECTION**

**Onayote'a'ká· Tho Ni· Yót Tsi? Ayethiyataláko Tsi? Kayanl'hsla**

*People of the Standing Stone how it is we will appoint them the kind of laws we have*

102.1. Purpose and Policy	102.8. Registration of Voters
102.2. Adoption, Amendment, Repeal	102.9. Election Process
102.3. Definitions	102.10. Tabulating and Securing Ballots
102.4. Election Board	102.11. Election Outcome and Ties
102.5. Candidate Eligibility	102.12. Elections
102.6. Selection of Candidates	102.13. Oneida Nation Constitution and By-law Amendments
102.7. Notice of Polling Places	

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**102.1. Purpose and Policy**

102.1-1. It is the policy of the Nation that this law shall govern the procedures for the conduct of orderly elections of the Nation, including pre-election activities ~~such as caucuses and nominations.~~ Because of the desire for orderly and easily understood elections, there has not been an allowance made for write-in candidates on ballots.

102.1-2. This law defines the duties and responsibilities of the Election Board members and other persons employed by the Oneida Nation in the conduct of elections. It is intended to govern all procedures used in the election process.

**102.2. Adoption, Amendment, Repeal**

102.2-1. This law was adopted by the Oneida General Tribal Council by resolution GTC 07-06-98-A and amended by resolutions GTC-01-04-10-A, BC-02-25-15-C ~~and~~ GTC-04-23-17-A, ~~and emergency amended by resolution BC- - - -~~.

102.2-2. This law may be amended or repealed by the Oneida General Tribal Council pursuant to the procedures set out in the Legislative Procedures Act. Actions of the Election Board regarding amendments to this law and policies adopted regarding implementation of this law are to be presented to the Business Committee who shall then adopt or forward action(s) to the General Tribal Council for adoption.

102.2-3. Should a provision of this law or the application thereof to any person or circumstances be held as invalid, such invalidity shall not affect other provisions of this law which are considered to have legal force without the invalid portions.

102.2-4. In the event of a conflict between a provision of this law and a provision of another law, the provisions of this law shall control.

102.2-5. This law is adopted under authority of the Constitution of the Oneida Nation.

**102.3. Definitions**

102.3-1. This section shall govern the definitions of words and phrases used within this law. All words not defined herein shall be used in their ordinary and everyday sense.

102.3-2. "Alternate" shall mean an individual appointed by the Business Committee to serve on the Election Board during an election and until election results have been certified.

102.3-3. "Applicant" shall mean a potential candidate who has not yet been officially approved for acceptance on a ballot.

102.3-4. "Business day" shall mean Monday through Friday, 8:00 a.m. – 4:30 p.m., excluding holidays of the Nation.

102.3-5. "Campaigning" shall mean all efforts designed to influence members of the Nation to support or reject a particular candidate of the Nation including, without limitation, advertising, rallying, public speaking, or other communications with members of the Nation.

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38 102.3-6. “Candidate” shall mean ~~a petitioner or nominee~~ an applicant for an elected position whose  
39 name is placed on the ballot by the Election Board after successful application.

40 102.3-7. “Clerk” shall mean the election official who identifies proper registration for the purpose  
41 of determining voter eligibility.

42 102.3-8. “Close of business” shall mean 4:30 p.m. Monday through Friday.

43 102.3-9. “Conflict of Interest” shall mean any interest, whether it be personal, financial, political  
44 or otherwise, in which a Nation elected official, employee, consultant, appointed or elected,  
45 member of any board, committee or commission, or their immediate relatives, friends or  
46 associates, or any other person with whom they have contact, that conflicts with any right of the  
47 Nation to property, information, or any other right to own and operate its enterprises, free from  
48 undisclosed competition or other violation of such rights of the Oneida Nation, or as defined in  
49 any law or policy of the Nation.

50 102.3-10. “Election” shall mean every primary and election.

51 102.3-11. “General election” shall mean the election held every three (3) years in July to elect the  
52 Chairperson, Vice-Chairperson, Secretary, Treasurer, and the five Council Members of the  
53 Business Committee and may include contests for elected boards, committees and commissions  
54 positions.

55 102.3-12. “Judge” shall mean the election official who informs and advises the Chairperson of  
56 discrepancies, complaints and controversy regarding voter eligibility.

57 102.3-13. “Judiciary” means the judicial system that was established by Oneida General Tribal  
58 Council resolution GTC-01-07-13-B to administer the judicial authorities and responsibilities of  
59 the Nation.

60 102.3-14. “Lot drawing” shall mean the equal chance method used to select a candidate as the  
61 winner of an elected position, in the case of a tie between two (2) or more candidates.

62 102.3-15. “Nation” means the Oneida Nation.

63 102.3-16. “Nation’s newspaper” shall mean the Kalihwisaks, or any other newspaper operated by  
64 the Nation for the benefit of transmitting news to members of the Nation, which is designated by  
65 the Election Board as a source for election related news.

66 102.3-17. “Oneida Police Officer” shall mean an enrolled member of the Oneida Nation who is a  
67 police officer on any police force.

68 102.3-18. “Private property” shall mean any lot of land not owned by the Nation, a residential  
69 dwelling or a privately owned business within the boundaries of the Reservation.

70 102.3-19. “Prominent locations” shall mean the polling places, main doors of the Norbert Hill  
71 Center, main doors of the Oneida Community Library, Tsyunhehkwa Retail Store, the Oneida  
72 Community Health Center, the SEOTS building and all One-Stop locations.

73 102.3-20. “Qualified voter” shall mean an enrolled member of the Nation who is eighteen (18)  
74 years of age or older.

75 102.3-21. “Rejected Ballots” shall mean those ballots which are rejected by the vote tabulating  
76 machine.

77 102.3-22. “Spoiled Ballot” shall mean a ballot which contains a voter error or is otherwise marred  
78 and is not tabulated.

79 102.3-23. “Teller” shall mean the election official in charge of collecting and storing of all ballots.

80

81

82 **102.4. Election Board**

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83 *Section A. Establishment, Composition and Election*

84 102.4-1. An Election Board is hereby created for the purpose of carrying out the provisions of this  
85 law and Article III, Sections 2 and 3 of the Oneida Nation Constitution.

86 102.4-2. The Election Board shall consist of nine (9) elected members. All members shall be  
87 elected to terms of three (3) years, not to exceed two (2) consecutive terms.

88 102.4-3. *Recusal.* An Election Board member shall recuse himself/herself from participating as an  
89 Election Board member in any pre-election, election day, or post-election activities while he or  
90 she is a ~~petitioner~~, an applicant or candidate in any election or there is otherwise a conflict of  
91 interest.

92 102.4-4. *Removal.* Removal of members shall be pursuant to the Oneida Removal Law. A member  
93 who is removed from the Election Board shall be ineligible to serve on the Board for three (3)  
94 years from the time he or she is removed from the Election Board.

95 102.4-5. *Vacancies.* Any vacancy in an unexpired term shall be filled by appointment by the  
96 Business Committee for the balance of the unexpired term. The filling of a vacancy may be timed  
97 to correspond with the pre-election activities and the needs of the Election Board.

98 102.4-6. The Election Board shall identify tellers, judges and clerks in advance of an election.

99 102.4-7. The Business Committee may appoint or reappoint a sufficient number of alternates to  
100 the Election Board, as recommended by the Election Board, to assist with election day and pre-  
101 election activities.

102 102.4-8. The Election Board shall choose a Chairperson from amongst themselves as set out in  
103 the By-laws of the Election Board, to preside over the meetings. This selection shall be carried  
104 out at the first meeting of the Election Board following an election. The Chairperson shall then  
105 ask the Election Board to select a Vice-Chairperson and Secretary.

106

107 *Section B. Duties of the Election Board*

108 102.4-9. The Election Board shall have the following duties, along with other responsibilities listed  
109 throughout this law.

- 110 (a) The Election Board shall be in charge of all registration and election procedures; and  
111 (b) Upon completion of an election, the Election Board shall make a final report on the  
112 election results as set out in this law.

113

114 *Section C. Specific Duties of Officers and Election Board Members*

115 102.4-10. Specific duties of the Chairperson and other Election Board members, in addition to  
116 being present at all Election Board meetings and assisting the handicapped through the voting  
117 process, are as set out herein:

118 (a) Chairperson: Shall preside over meetings of the Election Board; shall select the hearing  
119 body for applicants found to be ineligible in accordance with 102.5-6 in the event of an  
120 appeal; shall oversee the conduct of the election; shall dismiss the alternates and Trust  
121 Enrollment Department personnel when their election day duties are complete; and shall  
122 post and report election results.

123 (b) Vice-Chairperson: Shall preside over all meetings in the absence of the Chairperson.

124 (c) Secretary: Shall keep a record of the meetings and make them available to the Nation's  
125 Secretary, other Election Board members and the public as required in the Open Records  
126 and Open Meetings Law.

127 (d) Clerks: Shall implement the requirements of identifying and registering all voters and

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128 determining voter eligibility. Clerks shall work in conjunction with the Trust Enrollment  
 129 Department personnel in the registration process, and assist the Chairperson as directed in  
 130 conducting the election. Clerks cannot be currently employed by the Trust Enrollment  
 131 Department.

132 (e) Tellers: Shall collect and keep safe all ballots, until the election is complete, as  
 133 determined by this law. Shall assist the Chairperson in conducting the election.

134 (f) Judges: Shall inform and advise the Chairperson of all aspects of the election conducted  
 135 under this law. In case of disputes among Election Board members, or between members  
 136 of the Nation and Election Board members, or any controversy regarding voter eligibility,  
 137 the Judge(s) shall assist the Chairperson in making a determination. The Judge(s) shall  
 138 also ensure that all ballots of voters whose eligibility may be in question, remain  
 139 confidential.

140  
 141 *Section D. Compensation Rates*

142 102.4-11. Election Board members are to be compensated at an hourly rate when conducting  
 143 elections as provided for in the Election Board's bylaws as approved by the Business Committee.  
 144 The Election Board shall have a budget, approved through the Nation's budgeting process.

145 102.4-12. The Trust Enrollment Department personnel and Oneida Police Officer(s) shall be  
 146 compensated at their regular rate of pay out of their respective budgets.

147  
 148 **102.5. Candidate Eligibility**

149 *Section A. Requirements*

150 102.5-1. In addition to any specific requirements and/or exceptions set out in duly adopted by-  
 151 laws or other documents, all applicants shall meet the minimum requirements set out in this section  
 152 in order to become a candidate.

153 102.5-2. Minimum Requirements. In order to be eligible to be a candidate, applicants shall:

154 (a) be an enrolled member of the Nation, as verified by membership rolls of the Nation.

155 (b) be a qualified voter on the day of the election.

156 (c) provide proof of physical residency as required for the position for which they have  
 157 ~~been nominated or for which they have petitioned~~ applied. Proof of residency may be  
 158 through one (1) or more of the following:

159 (1) a valid Wisconsin driver's license;

160 (2) a bill or pay check stub showing name and physical address of the candidate  
 161 from the prior or current month;

162 (3) another form of proof that identifies the candidate and that the candidate has  
 163 physically resided at the address and identifies that address as the primary  
 164 residence.

165 102.5-3. No applicant may have a conflict of interest with the position for which they are being  
 166 considered, provided that any conflict of interest which may be eliminated within thirty (30)  
 167 calendar days of being elected shall not be considered as a bar to ~~nomination or~~ election.

168 102.5-4. Applications ~~and petitions where the applicant was not nominated during caucus~~ shall be  
 169 filed by presenting the information to the Nation's Secretary, or designated agent, during normal  
 170 business hours, 8:00 a.m. to 4:30 p.m. Monday through Friday, ~~within five (5) business days~~  
 171 ~~after~~ by the caucus application deadline established by the Election Board No mailed, internal  
 172 Nation mail delivery, faxed or other delivery method shall be accepted.

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173 102.5-5. The names of the candidates and the positions sought shall be a public record and made  
 174 available to the public upon the determination of eligibility by the Election Board or the Board's  
 175 designated agent.

176

177 *Section B. Eligibility Review*

178 102.5-6. Applicants found to be ineligible shall have two (2) business days to request an appeal.  
 179 At least four (4) Election Board members shall constitute a hearing body. The Chairperson shall  
 180 select the hearing body. The hearing shall be held within two (2) business days of receipt of the  
 181 appeal. The applicant shall be notified by phone of time and place of the hearing. The decision  
 182 of the hearing body shall be sent via certified mail or hand delivery within two (2) business days  
 183 of the hearing. Any appeal from a decision of the Election Board hearing body shall be to the  
 184 Judiciary on an accelerated schedule.

185 102.5-7. The Election Board shall be responsible for reviewing the qualifications of applicants to  
 186 verify eligibility. Any applicant found to be ineligible for a ~~nominated or petitioned for~~ position  
 187 shall be notified by certified mail return receipt requested. The notice shall provide the following  
 188 information:

- 189 (a) Position for which they were considered  
 190 (b) Qualification of the position and citation of the source. (Copies of source may be  
 191 attached.)  
 192 (c) A brief summary explaining why the applicant was found to be ineligible.  
 193 (d) That the applicant has two (2) business days from notification to make an appeal.  
 194 Appeals must be filed at the location designated on the notice by hand delivery. The  
 195 location designated shall be on the Reservation. No mailed, internal Nation mail, faxed or  
 196 other delivery method will be accepted.

197

198 *Section C. Campaign Financing*

199 102.5-8. Contributions:

- 200 (a) Solicitation of Contributions by Candidates.  
 201 (1) Candidates shall only accept contributions from individuals who are members  
 202 of the Nation or individuals related by blood or marriage to the candidate.  
 203 Candidates may not accept contributions from any business, whether sole  
 204 proprietorship, partnership, corporation, or other business entity.  
 205 (2) Candidates shall not solicit or accept contributions in any office or  
 206 business/facility of the Nation.  
 207 (b) Fines. Violation of the contribution restrictions shall result in a fine imposed by the  
 208 Election Board in an amount specified in a resolution adopted by the Business Committee.

209 102.5-9. Campaign Signs and Campaigning:

- 210 (a) Placement of campaign signs:  
 211 (1) Campaign signs shall not be posted or erected on any property of the Nation  
 212 except for private property with the owner/tenant's permission.  
 213 (2) No campaign sign shall exceed sixteen (16) square feet in area. A maximum  
 214 of seven (7) such signs may be placed on a building or on a lot.  
 215 (3) No campaign sign shall project beyond the property line into the public right  
 216 of way.  
 217 (b) Removal of campaign signs. All campaign signs shall be removed within five (5)

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- 218 business days after an election.
- 219 (c) Employees of the Nation shall not engage in campaigning for offices of the Nation
- 220 during work hours. The Nation's employees shall be subject to disciplinary action under
- 221 the personnel policies and procedures for political campaigning during work hours.
- 222 (d) Enforcement. The Zoning Administrator shall cause to be removed any campaign
- 223 signs that are not in compliance with this law, in accordance with the Zoning and Shoreland
- 224 Protection Law.
- 225 (e) Fines. Violation of the campaign sign restrictions shall result in a fine imposed by the
- 226 Election Board in an amount specified in a resolution adopted by the Business Committee.
- 227

*Section D. Candidate Withdrawal*

- 228
- 229 102.5-10 Any candidate may withdraw his or her name from a ballot if submitted in writing by
- 230 the candidate prior to submission of the ballot for printing to any Election Board member,
- 231 excluding alternates.
- 232 102.5-11 After printing of the ballot, any candidate may withdraw his or her name from the
- 233 election by submitting in writing a statement indicating they are withdrawing from the election
- 234 prior to the opening of the polls to any Election Board member, excluding alternates. This
- 235 statement shall be posted alongside any sample ballot printed prior to the election in the newspaper
- 236 or any posting at the polling places.
- 237 102.5-12. Candidates withdrawing after opening of the polls shall request, in writing to the
- 238 Election Board members in charge of the polling place, to be removed from the ballot. The written
- 239 statement shall be posted next to any posted sample ballot.
- 240 102.5-13. Candidates withdrawing by any method listed herein shall be denied any position from
- 241 which they have withdrawn regardless of the number of votes cast for that candidate. A written
- 242 statement shall be considered the only necessary evidence of withdrawal and acceptance of denial
- 243 of any position withdrawn from.
- 244 102.5-14. *Candidate Withdrawal After Winning an Election.*
- 245 (a) In the event a candidate declines an office after winning an election, the Election Board
- 246 shall declare the next highest vote recipient the winner. This procedure shall be repeated
- 247 as necessary until a winner is declared.
- 248 (b) If all vote recipients decline or are otherwise unable to be declared the winner, then a
- 249 Special Election shall be held.
- 250

**2.6. Selection of Candidates***Section A. Setting of Caucus*

- 252 ~~102.6-1. The Election Board shall be responsible for calling a caucus before any election is held.~~
- 253 ~~The caucus for the general election shall be held at least ninety (90) calendar days prior to the~~
- 254 ~~election date. Caucuses for other elections shall be held at least forty five (45) calendar days prior~~
- 255 ~~to the election date. In a general election year, caucuses shall be combined so that candidates for~~
- 256 ~~the Business Committee and elected boards, committees and commissions are nominated at the~~
- 257 ~~same caucus.~~
- 258
- 259 ~~102.6-2. The procedures for the caucus shall be as follows:~~
- 260 ~~(a) Candidates shall be nominated from the floor.~~
- 261 ~~(b) Candidates present at the caucus will accept/decline their nomination at the caucus.~~
- 262 ~~Candidates nominated at the caucus, but not present to accept the nomination, shall be~~

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2 63 ~~required to follow the petition process.~~

2 64 ~~(e) Nominations shall consist of the following positions: Chairperson, Vice-Chairperson,~~  
2 65 ~~Treasurer, Secretary, Council Member and other elected positions as required by by laws~~  
2 66 ~~or creating documents of a board, committee, or commission.~~

2 67  
2 68 *Section B. Petition*

2 69 ~~102.6-3.~~ Any eligible member of the Nation may ~~petition~~apply to be placed on a ballot according  
2 70 to the following procedures:

2 71 ~~(a) Each petitioner, not nominated at caucus, shall file a petition containing endorsee's~~  
2 72 ~~original signatures; photocopies shall not be accepted.~~

2 73 ~~(b) Petitioners~~(a) Applicants shall use an official ~~petition~~ form as designated by this  
2 74 law which may be obtained in the Office of the Nation's Secretary ~~or from the mailing~~  
2 75 ~~for that caucus.~~

2 76 ~~(e)~~ The ~~petition~~ form shall consist of ~~each endorsee's~~:

2 77 ~~(1) printed name and address;~~

2 78 ~~(2) date of birth;~~

2 79 ~~(3) Oneida Nation Enrollment Number; and~~

2 80 ~~(4) signature.~~

2 81 ~~(d) Petitioners shall obtain not less than ten (10) signatures of qualified voters as~~  
2 82 ~~defined under information that satisfies the minimum requirements for eligible~~  
2 83 ~~candidates, as described in section 102.5-2 of this law.~~

2 84 ~~(e) Petitions~~(c) Applications shall be presented to the Nation's Secretary, or  
2 85 designated agent, during normal business hours, 8:00 to 4:30 Monday through Friday,  
2 86 but no later than prior to close of business ~~five (5) business days after~~on the  
2 87 ~~caucus.~~application deadline established by the Election Board. The location to drop-  
2 88 off ~~petitions~~applications shall be ~~identified in the mailing identifying the caucus~~  
2 89 ~~date.~~Business Committee Support Office.

2 90 ~~(f)~~ The Nation's Secretary shall forward all ~~petitions~~applications to the Election  
2 91 Board Chairperson the next business day following the close of ~~petition~~ submissions.

2 92 ~~(g) The Election Board shall have the Trust Enrollment Department verify all~~  
2 93 ~~signatures contained on the petition.~~

2 94 ~~102.6-42.~~ A person who runs for a position on the Oneida Business Committee, or a position on  
2 95 a judicial court or commission, shall not run for more than one (1) elective office or seat per  
2 96 election.

2 97  
2 98 **102.7. Notice of Polling Places**

2 99 102.7-1. The Election Board shall post a notice in the prominent locations, stating the location of  
3 00 the polling places and the time the polls will be open. This notice shall also be posted in an easily  
3 01 visible position, close to the entrance of the Nation's businesses/facilities.

3 02 102.7-2. Polling information shall be posted no less than ten (10) calendar days prior to the  
3 03 election, and shall remain posted until the poll closes on the day of the election.

3 04 102.7-3. Except for a Special Election, notice for the election shall be mailed to all Nation  
3 05 members, stating the time and place of the election and a sample of the ballot, no less than ten (10)  
3 06 calendar days prior to the election, through a mass mailing. The Trust Enrollment Department  
3 07 shall be notified, by the Election Board Chairperson, no less than twenty (20) calendar days prior

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308 to the requested mailing.

309 102.7-4. Notice of the election shall be placed in the Nation's newspaper.

310

311 **102.8. Registration of Voters**

312 *Section A. Requirements*

313 102.8-1. *Registration of Voters.* All enrolled members of the Nation, who are eighteen (18) years  
314 of age or over, are qualified voters of such election(s) as defined in Article III, Section 2 of the  
315 Oneida Nation Constitution.

316

317 *Section B. Identification of Voters*

318 102.8-2. All voters must present one of the following picture identifications in order to be able to  
319 vote:

320 (a) Oneida Nation I.D.

321 (b) Drivers License.

322 (c) Other I.D. with name and photo.

323

324 *Section C. Registration Procedures*

325 102.8-3. Voters shall physically register, on the day of the election, at the polls.

326 102.8-4. Trust Enrollment Department personnel shall be responsible for verifying enrollment  
327 with the Nation. Conduct of Trust Enrollment Department personnel is governed by the Election  
328 Officials during the voting period.

329 102.8-5. Every person who intends to vote must sign his/her name on an official Voter Registration  
330 Form containing the voter's following information:

331 (a) name and maiden name (if any);

332 (b) current address;

333 (c) date of birth; and

334 (d) enrollment number.

335

336 *Section D. Qualification/Verification of Voter Eligibility*

337 102.8-6. Should a question or dispute arise as to the eligibility of a voter being qualified to vote,  
338 the Judges of the Election Officials appointed by the Election Board Chairperson shall meet with  
339 the Trust Enrollment Department personnel who are registering voters, to decide the voting  
340 member's eligibility currently being questioned and shall make such decisions from the facts  
341 available, whether the applicant is, in fact, qualified/verifiable under the Oneida Nation  
342 Constitution, Article III Section 2, to vote in the Nation's elections.

343 102.8-7. Any voter denied eligibility shall be allowed to vote, provided that the ballot shall be  
344 placed in an envelope, initialed by two (2) Election Officials, sealed and numbered. The name of  
345 the voter shall be written next to a numbered list which corresponds to the numbered and sealed  
346 envelope. The voter shall be required to mail a written appeal to the Election Board at P.O. Box  
347 413, Oneida, Wisconsin, 54155, postmarked within two (2) business days of the election if they  
348 desire to challenge the decision made by the Election Officials. The Election Board shall make a  
349 final decision, within five (5) business days of receiving the appeal and shall report this decision  
350 in the final report sent to the Oneida Business Committee.

351

352 **102.9. Election Process**

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353 *Section A. Polling Places and Times*

354 102.9-1. In accordance with Article III, Section 5 of the Oneida Nation Constitution, elections  
355 shall be held in the month of July on a date set by the General Tribal Council. The General Tribal  
356 Council shall set the election date at the January annual meeting, or at the first GTC meeting held  
357 during a given year. Special Elections shall be set in accordance with 102.12-6.

358 102.9-2. Elections shall be held ~~in~~at an Oneida Nation facility(s) as determined by the Election  
359 Board.

360 102.9-3. Voting for elections shall begin at 7:00 a.m. and shall end at 7:00 p.m. All voters in line  
361 to vote at 7:00 p.m. shall be allowed to vote.

362 (a) If a ballot counting machine is used, the ballot counting machine shall be prepared  
363 prior to 7:00 a.m. on the day of the election. The Judges shall open the polls only after four

364 (4) members of the Nation verify, through signature on the tape, the ballot box is empty  
365 and the ballot counting machine printer tape has a zero (0) total count.

366 102.9-4. At least one (1) Oneida Police Officer shall be present during the time the polls are open,  
367 and until the counting of ballots is completed, and tentative results posted.

368 102.9-5. The Election Board shall provide a voting area sufficiently isolated for each voter such  
369 that there is an area with at least two sides and a back enclosure.

370 102.9-6. No campaigning of any type shall be conducted within two hundred eighty (280) feet of  
371 the voting area, excluding private property.

372 102.9-7. No one causing a disturbance shall be allowed in the voting area.

373 102.9-8. Election Board members may restrict the voting area to qualified voters only. This  
374 restriction is in the interest of maintaining security of the ballots and voting process.

375  
376 *Section B. Ballot Box*

377 102.9-9. All ballots being votes, shall be placed in a receptacle clearly marked "Ballot Box" and  
378 shall be locked until counting at the close of polls. Provided that, with electronic ballot counting,  
379 the ballots may be placed within the ballot counting machine as they are received.

380  
381 *Section C. Spoiled Ballots*

382 102.9-10. If a voter spoils his/her ballot, he/she shall be given a new ballot.

383 102.9-11. The spoiled ballot shall be marked "VOID" and initialed by two (2) Election Officials  
384 and placed in an envelope marked as "Spoiled Ballots."

385 102.9-12. The Spoiled Ballot envelopes shall be retained and secured for no less than fifteen (15)  
386 calendar days following finalization of any challenge of the election, at the Records Management  
387 Department.

388  
389 *Section D. Rejected Ballots*

390 102.9-13. Rejected Ballots are to be placed in a specially marked container and sealed.

391 (a) Computer rejected ballots shall be reviewed by the Election Officials to verify the  
392 authenticity of the ballot. Ballots rejected because of mutilation shall be added to the final  
393 computer total, provided that, a new ballot was not received as set out in sections 102.9-10  
394 through 102.9-12.

395 (b) Ballots rejected, either during the computer process or during a manual counting, shall  
396 be reviewed by the Election Officials to verify that they are authentic. If the Election  
397 Officials determine that the ballot is not an official ballot, or that it is an illegal ballot, the

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398 ballot shall be designated 'void,' and placed in a sealed container marked "Void Ballots."  
399

400 **102.10. Tabulating and Securing Ballots**

401 *Section A. Machine Counted Ballots*

402 102.10-1. When ballots are counted by machine, at the close of polls the Judges shall generate  
403 from the ballot counting machine copies of the election totals from the votes cast.

404 102.10-2. At least ~~six (6)~~<sup>three (3)</sup> Election Board members shall sign the election totals, which  
405 shall include the tape signed by the members of the Nation before the polls were opened per section  
406 102.9-3(a).

407

408 *Section B. Manually Counted Ballots*

409 102.10-3. When ballots are manually counted, at the close of polls the Judges shall unlock the  
410 ballot box and remove the ballots.

411 102.10-4. If the ballots need to be counted at a location other than the polling site, the ballots shall  
412 be secured in a sealed container for transportation to the ballot counting location. The sealed  
413 ballots shall be transported by an Oneida Police Officer with at least three (3) of the Election  
414 Officials for counting/tallying of ballots.

415 102.10-5. The sealed ballots shall be opened at the time of counting by the Election Officials and  
416 witnessed/monitored by an Oneida Police Officer.

417 102.10-6. Ballots must be counted by two different Election Officials until two final tallies are  
418 equal in back to back counting. Final tallies shall be verified by the Election Judges.

419

420 *Section C. Securing Ballots*

421 102.10-7. The Judges shall place together all ballots counted and secure them together so that they  
422 cannot be untied or tampered with without breaking the seal. The secured ballots, and the election  
423 totals with the signed tape, if applicable, shall then be secured by the Judges in a sealed container  
424 in such a manner that the container cannot be opened without breaking the seals or locks, or  
425 destroying the container. The Oneida Police Officer shall then deliver, on the day of the election,  
426 the sealed container to the Records Management Department for retaining.

427

428 **102.11. Election Outcome and Ties**

429 *Section A. Election Results Announcement*

430 102.11-1. The tentative results of an election shall be announced and posted by the Election Board  
431 within twenty-four (24) hours after the closing of the polls. Notices of election results shall contain  
432 the following statement:

433 *"The election results posted here are tentative results. Final election results are forwarded*  
434 *by the Oneida Election Board to the Oneida Business Committee via a Final Report after*  
435 *time has lapsed for recount requests, or challenges or after all -recounts or challenges*  
436 *have been completed, whichever is longer"*

437 102.11-2. The Election Board shall post, in the prominent locations, and publish in the Nation's  
438 newspaper, the tentative results of an election.

439

440 *Section B. Tie*

441 102.11-3. In the event of a tie for any office, and where the breaking of a tie is necessary to  
442 determine the outcome of an election, the Election Board shall conduct an automatic recount of

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443 the votes for each candidate receiving the same number of votes. Any recount conducted shall be  
444 the only recount allowed for the tied candidates.

445 102.11-4. For Business Committee positions, a run-off election between the candidates with the  
446 same number of votes shall be held if there remains a tie after the recount. Said run-off election  
447 shall be held within twenty-one (21) calendar days after the recount. For all other positions, if  
448 there remains a tie after the recount, the Election Board shall decide the winner of the tied positions  
449 at least two (2) business days after, but no more than five (5) business days after the recount  
450 through a lot drawing, which shall be open to the public.

451 (a) The Election Board shall notify each of the tied candidates and the public of the date,  
452 time, and place of the drawing at least one (1) business day before the drawing. Notice to  
453 the tied candidates shall be in writing. Notice to the public shall be posted by the Election  
454 Board in the prominent locations.

455 (b) On the date and at the time and place the drawing was noticed, the Election Board  
456 Chairperson shall clearly write the name of each tied candidate on separate pieces of paper  
457 in front of any witnesses present. The pieces of paper shall be the same, or approximately  
458 the same, color, size, and type. The papers shall be folded in half and placed in a container  
459 selected by the Election Board Chairperson.

460 (c) The Election Board Chairperson shall designate an uninterested party to draw a name  
461 from the container. The candidate whose name is drawn from the container first shall be  
462 declared the winner. An Election Board member other than the Chairperson shall remove  
463 the remaining pieces of paper from the container and show them to the witnesses present.

464

*465 Section C. Recount Procedures*

466 102.11-5. A candidate may request the Election Board to complete a recount, provided the margin  
467 between the requesting candidate's vote total and vote total for the unofficial winner was within  
468 two percent (2%) of the total votes for the office being sought or twenty (20) votes, whichever is  
469 greater. A candidate requests a recount by hand delivering a written request to the office of the  
470 Nation's Secretary, or noticed designated agent, within five (5) business days after the election.  
471 Requests shall be limited to one (1) request per candidate. The Nation's Secretary shall contact  
472 the Election Board Chairperson by the next business day after the request for recounts.

473 102.11-6. The Election Board shall respond by the close of business on the fifth (5<sup>th</sup>) day after the  
474 request regarding the results of the recount. Provided that, no recount request need be honored  
475 where there have been two (2) recounts completed as a result of a request either as a recount of the  
476 whole election results, or of that sub-section.

477 102.11-7. All recounts shall be conducted manually with, if possible, the original Election  
478 Officials and Oneida Police Officer present, regardless of the original type of counting process.  
479 Manual recounts may, at the discretion of the Election Officials, be of the total election results, or  
480 of the challenged sub-section of the election results.

481 102.11-8. The Oneida Police Officer shall be responsible for picking up the locked, sealed  
482 container with the ballots from the Records Management Department and transporting it to the  
483 ballot recounting location.

484 102.11-9. A recount shall be conducted by a quorum of the Election Board, including at least three  
485 (3) of the original Election Officials. The locked, sealed ballots shall be opened by the Election  
486 Board Chairperson and an Oneida Police Officer shall witness the recount.

487 102.11-10. Recounting of ballots may be performed manually or by computer. All ballots shall be

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488 counted until two (2) final tallies are equal in back to back counting and the total count of ballots  
489 reconciles with the total count from the ballot counting machine. Sub-sections of candidates may  
490 be recounted in lieu of a full recount.

491 (a) Manually counted ballots shall be recounted by the Election Board. Ballots shall be  
492 counted twice by different persons and certified by the Judges.

493 (b) Computer counted ballots shall be recounted twice and certified by the Judges. Prior  
494 to using an electronic ballot counting device, it shall be certified as correct either by the  
495 maker, lessor of the machine, or Election Board.

496

497 *Section D. Challenges and Declaration of Results*

498 102.11-11. *Challenges.* Any qualified voter may challenge the results of an election by filing a  
499 complaint with the Judiciary within ten (10) calendar days after the election. The Judiciary shall  
500 hear and decide a challenge to any election within two (2) business days after the challenge is filed.  
501 Any appeal to the appellate body of the Judiciary shall be filed within one (1) business day after  
502 the issuance of the lower body's decision and decided within two (2) business days after the appeal  
503 is filed.

504 (a) The person challenging the election results shall prove by clear and convincing  
505 evidence that the Election Law was violated or an unfair election was conducted, and that  
506 the outcome of the election would have been different but for the violation.

507 (b) If the Judiciary invalidates the election results, a Special Election shall be ordered by  
508 the Judiciary for the office(s) affected to be held on a date set by the Judiciary for as soon  
509 as the Election Law allows for a Special Election.

510 102.11-12. *The Final Report.* The Election Board shall forward a Final Report to the Nation's  
511 Secretary after time has lapsed for recount requests, or challenges or after all recounts or challenges  
512 have been completed, whichever is longer. The Final Report shall consist of the following  
513 information:

514 (a) Total number of persons voting.

515 (b) Total votes cast for each candidate by subsection of the ballot.

516 (c) List of any ties and final results of those ties, including the method of resolution.

517 (d) List of candidates elected and position elected to.

518 (e) Number of spoiled ballots.

519 (f) Cost of the election, including the compensation paid to each Election Board member.

520 102.11-13. *Declaration of Results.* The Business Committee shall declare the official results of  
521 the election and send notices regarding when the swearing in of newly elected officials shall take  
522 place within ten (10) business days after receipt of the Final Report.

523 102.11-14. Candidates elected to the Business Committee shall resign from any salaried position  
524 effective prior to taking a Business Committee oath of office

525 102.11-15. Except in the event of an emergency, as determined by the Business Committee,  
526 newly elected officials shall be sworn into office no later than thirty (30) calendar days after the  
527 official results of an election are declared by the Business Committee.

528 (a) If a newly elected official is not sworn in within thirty (30) calendar days, the seat shall  
529 be considered vacant and the Election Board shall declare the next highest vote recipient  
530 the winner. This procedure shall be repeated as necessary until a winner is declared.

531 (b) If all vote recipients decline or are otherwise unable to be declared the winner, then a  
532 Special Election shall be held.

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533 102.11-16. The Election Board shall send notice to the Records Management Department to  
 534 destroy the ballots thirty (30) calendar days after the election or after the final declaration of official  
 535 election results occurs, whichever is longer.  
 536

537 **102.12. Elections**

538 *Section A. Primary Elections; Business Committee*

539 102.12-1. When a primary is required under 102.12-2, it shall be held on a Saturday at least sixty  
 540 (60) calendar days prior to the election.

541 102.12-2. There shall be a primary election for Business Committee positions whenever there are  
 542 three (3) or more candidates for any officer positions or sixteen (16) or more candidates for the at-  
 543 large council member positions.

544 (a) The two (2) candidates receiving the highest number of votes cast for each officer  
 545 position shall be placed on the ballot.

546 (b) The fifteen (15) candidates receiving the highest number of votes cast for the at-large  
 547 council member positions shall be placed on the ballot.

548 (c) Any position where a tie exists to determine the candidates to be placed on the ballot  
 549 shall include all candidates where the tie exists.

550 102.12-3. The Election Board shall cancel the primary election if the Business Committee  
 551 positions did not draw the requisite number of candidates for a primary ~~by the petitioning deadline~~  
 552 ~~set for the primary.~~

553 102.12-4. In the event a candidate withdraws or is unable to run for office after being declared a  
 554 winner in the primary, the Election Board shall declare the next highest primary vote recipient the  
 555 primary winner. This procedure shall be repeated as necessary until the ballot is full or until there  
 556 are no available candidates. If the ballot has already been printed, the procedures for notifying the  
 557 Oneida public in section 102.5-11 and 102.5-12 shall be followed, including the requirement to  
 558 print a notice in the Nation's newspaper if ~~time lines~~ timelines allow.  
 559

560 *Section B. Special Elections*

561 102.12-5. Matters subject to a Special Election, i.e., referendum, vacancies, petitions, etc., as  
 562 defined in this law, may be placed on the same ballot as the subject matter of an election.

563 102.12-6. Dates of all Special Elections shall be set, as provided for in this law, by the Business  
 564 Committee as recommended by the Election Board or as ordered by the Judiciary in connection  
 565 with an election challenge.

566 102.12-7. Notice of said Special Election shall be posted by the Election Board in the prominent  
 567 locations, and placed in the Nation's newspaper not less than ten (10) calendar days prior to the  
 568 Special Election.

569 102.12-8. In the event of an emergency, the Election Board may reschedule the election, provided  
 570 that no less than twenty-four (24) hours notice of the rescheduled election date is given to the  
 571 voters, by posting notices in the prominent locations.  
 572

573 *Section C. Referendums*

574 102.12-9. Registered voters may indicate opinions on any development, law or resolution,  
 575 proposed, enacted, or directed by the Business Committee, or General Tribal Council, in a special  
 576 referendum election.

577 (a) Referendum elections in which a majority of the qualified voters who cast votes shall

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578 be binding on the Business Committee to present the issue for action/decision at General  
579 Tribal Council.

580 (b) Referendum requests may appear on the next called for election.

581 (c) Referendum questions ~~are to be presented to the Nation's Secretary, in writing, at the~~  
582 ~~caucus prior to election,~~ regarding issues directly affecting the Nation or general  
583 membership are to be presented to the Nation's Secretary, or designated agent, in writing,  
584 during normal business hours, 8:00 a.m. until 4:30 p.m. Monday through Friday by the  
585 deadline established by the Election Board. No mailed, internal Nation mail delivery, faxed  
586 or other delivery method shall be accepted.

587

588 *Section D. Initiation of Special Elections*

589 102.12-10. Special Elections may be initiated by a request or directive of the General Tribal  
590 Council or the Oneida Business Committee.

591 102.12-11. Special Election may be requested by a member of the Nation to the Business  
592 Committee or General Tribal Council.

593 102.12-12. All Special Elections shall follow rules established for all other elections. This includes  
594 positions for all Boards, Committees and Commissions.

595

596 **102.13. Oneida Nation Constitution and By-law Amendments**

597 102.13-1. Pursuant to Article VI of the Oneida Nation Constitution, amendments to the Oneida  
598 Nation Constitution and By-laws may be initiated by the Oneida Business Committee or a petition  
599 of qualified voters. The requirements for the Oneida Business Committee's initiation of  
600 Constitutional amendments are as provided in the Constitution and as further detailed in the  
601 supporting standard operating procedures which the Oneida Business Committee shall adopt.  
602 Qualified voters may petition to amend the Oneida Nation Constitution and By-laws by submitting  
603 a petition to the Office of the Nation's Secretary which includes the full text of the proposed  
604 amendments and signatures that are equal in number to at least ten percent (10%) of all members  
605 qualified to vote.

606 (a) Qualified voters may request a petition form from the Office of the Nation's Secretary.

607 (b) When a petition form is requested, the Nation's Secretary, or his or her designee, shall  
608 direct the Trust Enrollment Department to calculate the number of signatures currently  
609 required for a petition submittal, which shall be ten percent (10%) of all members qualified  
610 to vote on the date the petition form is requested from the Office of the Nation's Secretary.  
611 When the Nation's Secretary receives the calculation from the Trust Enrollment  
612 Department, the Nation's Secretary shall provide the requester with the petition form and  
613 the number of signatures that are currently required.

614 (c) Such petitions shall be circulated with all supporting materials and submitted a  
615 minimum of ninety (90) days prior to the election at which the proposed amendment is to  
616 be voted upon. If a petition includes supporting materials in addition to the petition form,  
617 each qualified voter signing the petition shall also acknowledge that the supporting  
618 materials were available for review at the time he or she signed the petition by initialing  
619 where required on the petition form.

620 (d) The Nation's Secretary shall forward submitted petitions to the Trust Enrollment  
621 Department for verification of signatures and to the Election Board to provide notice that  
622 the petition may need to be placed on an upcoming ballot.

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623 (e) If the petition is verified by the Trust Enrollment Department to contain signatures from  
624 at least ten percent (10%) of all qualified voters, the Election Board shall make an official  
625 announcement of the proposed amendments to the Oneida Nation Constitution at least sixty  
626 (60) days prior to the election at which the proposed amendments are to be voted on.

627 102.13-2. The Election Board shall place any proposed amendments to the Oneida Nation  
628 Constitution that meet the requirements contained in 102.13-1 on the ballot at the next general  
629 election. Provided that, the Oneida Business Committee or General Tribal Council may order a  
630 special election be held to consider the proposed amendments. In such circumstances, the Election  
631 Board shall place any proposed amendments to the Oneida Nation Constitution on the ballot at the  
632 next special election.

633 102.13-3. The Election Board shall publish any proposed amendments by publishing a sample  
634 ballot no less than ten (10) calendar days prior to the election, through a mass mailing. The Trust  
635 Enrollment Department shall be notified, by the Election Board Chairperson, no less than twenty  
636 (20) calendar days prior to the requested mailing. Copies of such publications shall be prominently  
637 posted in each polling place and at administrative offices of the Nation and shall also be published  
638 in official Oneida media outlets, which the Oneida Business Committee shall identify by  
639 resolution. For the purposes of this section, Oneida administrative offices means the location  
640 where the Oneida Business Committee conducts business.

641 102.13-4. The Election Board shall ensure that the ballot contains a statement of the purpose of  
642 the proposed amendments prepared by the Oneida Law Office. The Oneida Law Office shall  
643 ensure that the statement of purpose is one hundred (100) words or less exclusive of caption, is a  
644 true and impartial statement and is written in such a manner that does not create prejudice for or  
645 against the proposed amendment.

646 102.13-5. Pursuant to Article VI, Section 3 of the Oneida Nation Constitution, proposed  
647 amendments that are approved by sixty-five percent (65%) of the qualified voters that vote on that  
648 amendment shall become part of the Constitution and By-laws, and shall abrogate or amend  
649 existing provisions of the Constitution and By-laws at the end of thirty (30) days after submission  
650 of the final election report.

651 102.13-6. If two (2) or more amendments approved by the voters at the same election conflict, the  
652 amendment receiving the highest affirmation vote prevails.

653  
654  
655 *End.*

- 
- 656 ~~656~~
  - 658 Adopted - June 19, 1993
  - 659 Amended - June 28, 1995 (Adopted by BC on Behalf of GTC, Completion of Agenda)
  - 660 Presented for Adoption of 1997 Revisions - GTC-7-6-98-A
  - 661 Amended- October 11, 2008 (General Tribal Council Meeting)
  - 662 Amended-GTC-01-04-10-A
  - 663 Amended – BC-02-25-15-C
  - 664 Amended – GTC-04-23-17-A
  - 665 Emergency Amended – BC-03-17-20-B
  - 666 Emergency Amended – BC-05-13-20-H
  - 667 Emergency Amended – BC-06-24-20-B (Expired at Conclusion of 2020 General Election)
  - 668 ~~Emergency Amended – BC- - - -~~
  - 669

**Title 1. Government and Finances - Chapter 102****ELECTION****Onayote'a·ká· Tho Ni· Yót Tsi? Ayethiyataláko Tsi? Kayanl'hsila***People of the Standing Stone how it is we will appoint them the kind of laws we have*

102.1. Purpose and Policy	102.8. Registration of Voters
102.2. Adoption, Amendment, Repeal	102.9. Election Process
102.3. Definitions	102.10. Tabulating and Securing Ballots
102.4. Election Board	102.11. Election Outcome and Ties
102.5. Candidate Eligibility	102.12. Elections
102.6. Selection of Candidates	102.13. Oneida Nation Constitution and By-law Amendments
102.7. Notice of Polling Places	

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**102.1. Purpose and Policy**

102.1-1. It is the policy of the Nation that this law shall govern the procedures for the conduct of orderly elections of the Nation, including pre-election activities. Because of the desire for orderly and easily understood elections, there has not been an allowance made for write-in candidates on ballots.

102.1-2. This law defines the duties and responsibilities of the Election Board members and other persons employed by the Oneida Nation in the conduct of elections. It is intended to govern all procedures used in the election process.

**102.2. Adoption, Amendment, Repeal**

102.2-1. This law was adopted by the Oneida General Tribal Council by resolution GTC 07-06-98-A and amended by resolutions GTC-01-04-10-A, BC-02-25-15-C, GTC-04-23-17-A, and emergency amended by resolution BC-\_\_-\_\_-\_\_.

102.2-2. This law may be amended or repealed by the Oneida General Tribal Council pursuant to the procedures set out in the Legislative Procedures Act. Actions of the Election Board regarding amendments to this law and policies adopted regarding implementation of this law are to be presented to the Business Committee who shall then adopt or forward action(s) to the General Tribal Council for adoption.

102.2-3. Should a provision of this law or the application thereof to any person or circumstances be held as invalid, such invalidity shall not affect other provisions of this law which are considered to have legal force without the invalid portions.

102.2-4. In the event of a conflict between a provision of this law and a provision of another law, the provisions of this law shall control.

102.2-5. This law is adopted under authority of the Constitution of the Oneida Nation.

**102.3. Definitions**

102.3-1. This section shall govern the definitions of words and phrases used within this law. All words not defined herein shall be used in their ordinary and everyday sense.

102.3-2. "Alternate" shall mean an individual appointed by the Business Committee to serve on the Election Board during an election and until election results have been certified.

102.3-3. "Applicant" shall mean a potential candidate who has not yet been officially approved for acceptance on a ballot.

102.3-4. "Business day" shall mean Monday through Friday, 8:00 a.m. – 4:30 p.m., excluding holidays of the Nation.

102.3-5. "Campaigning" shall mean all efforts designed to influence members of the Nation to support or reject a particular candidate of the Nation including, without limitation, advertising, rallying, public speaking, or other communications with members of the Nation.

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38 102.3-6. "Candidate" shall mean an applicant for an elected position whose name is placed on the  
39 ballot by the Election Board after successful application.

40 102.3-7. "Clerk" shall mean the election official who identifies proper registration for the purpose  
41 of determining voter eligibility.

42 102.3-8. "Close of business" shall mean 4:30 p.m. Monday through Friday.

43 102.3-9. "Conflict of Interest" shall mean any interest, whether it be personal, financial, political  
44 or otherwise, in which a Nation elected official, employee, consultant, appointed or elected,  
45 member of any board, committee or commission, or their immediate relatives, friends or  
46 associates, or any other person with whom they have contact, that conflicts with any right of the  
47 Nation to property, information, or any other right to own and operate its enterprises, free from  
48 undisclosed competition or other violation of such rights of the Oneida Nation, or as defined in  
49 any law or policy of the Nation.

50 102.3-10. "Election" shall mean every primary and election.

51 102.3-11. "General election" shall mean the election held every three (3) years in July to elect the  
52 Chairperson, Vice-Chairperson, Secretary, Treasurer, and the five Council Members of the  
53 Business Committee and may include contests for elected boards, committees and commissions  
54 positions.

55 102.3-12. "Judge" shall mean the election official who informs and advises the Chairperson of  
56 discrepancies, complaints and controversy regarding voter eligibility.

57 102.3-13. "Judiciary" means the judicial system that was established by Oneida General Tribal  
58 Council resolution GTC-01-07-13-B to administer the judicial authorities and responsibilities of  
59 the Nation.

60 102.3-14. "Lot drawing" shall mean the equal chance method used to select a candidate as the  
61 winner of an elected position, in the case of a tie between two (2) or more candidates.

62 102.3-15. "Nation" means the Oneida Nation.

63 102.3-16. "Nation's newspaper" shall mean the Kalihwisaks, or any other newspaper operated by  
64 the Nation for the benefit of transmitting news to members of the Nation, which is designated by  
65 the Election Board as a source for election related news.

66 102.3-17. "Oneida Police Officer" shall mean an enrolled member of the Oneida Nation who is a  
67 police officer on any police force.

68 102.3-18. "Private property" shall mean any lot of land not owned by the Nation, a residential  
69 dwelling or a privately owned business within the boundaries of the Reservation.

70 102.3-19. "Prominent locations" shall mean the polling places, main doors of the Norbert Hill  
71 Center, main doors of the Oneida Community Library, Tsyunhehkwa Retail Store, the Oneida  
72 Community Health Center, the SEOTS building and all One-Stop locations.

73 102.3-20. "Qualified voter" shall mean an enrolled member of the Nation who is eighteen (18)  
74 years of age or older.

75 102.3-21. "Rejected Ballots" shall mean those ballots which are rejected by the vote tabulating  
76 machine.

77 102.3-22. "Spoiled Ballot" shall mean a ballot which contains a voter error or is otherwise marred  
78 and is not tabulated.

79 102.3-23. "Teller" shall mean the election official in charge of collecting and storing of all ballots.

80

81

82 **102.4. Election Board**

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83 *Section A. Establishment, Composition and Election*

84 102.4-1. An Election Board is hereby created for the purpose of carrying out the provisions of this  
85 law and Article III, Sections 2 and 3 of the Oneida Nation Constitution.

86 102.4-2. The Election Board shall consist of nine (9) elected members. All members shall be  
87 elected to terms of three (3) years, not to exceed two (2) consecutive terms.

88 102.4-3. *Recusal.* An Election Board member shall recuse himself/herself from participating as an  
89 Election Board member in any pre-election, election day, or post-election activities while he or  
90 she is an applicant or candidate in any election or there is otherwise a conflict of interest.

91 102.4-4. *Removal.* Removal of members shall be pursuant to the Oneida Removal Law. A member  
92 who is removed from the Election Board shall be ineligible to serve on the Board for three (3)  
93 years from the time he or she is removed from the Election Board.

94 102.4-5. *Vacancies.* Any vacancy in an unexpired term shall be filled by appointment by the  
95 Business Committee for the balance of the unexpired term. The filling of a vacancy may be timed  
96 to correspond with the pre-election activities and the needs of the Election Board.

97 102.4-6. The Election Board shall identify tellers, judges and clerks in advance of an election.

98 102.4-7. The Business Committee may appoint or reappoint a sufficient number of alternates to  
99 the Election Board, as recommended by the Election Board, to assist with election day and pre-  
100 election activities.

101 102.4-8. The Election Board shall choose a Chairperson from amongst themselves as set out in  
102 the By-laws of the Election Board, to preside over the meetings. This selection shall be carried  
103 out at the first meeting of the Election Board following an election. The Chairperson shall then  
104 ask the Election Board to select a Vice-Chairperson and Secretary.

105  
106 *Section B. Duties of the Election Board*

107 102.4-9. The Election Board shall have the following duties, along with other responsibilities listed  
108 throughout this law.

- 109 (a) The Election Board shall be in charge of all registration and election procedures; and  
110 (b) Upon completion of an election, the Election Board shall make a final report on the  
111 election results as set out in this law.

112  
113 *Section C. Specific Duties of Officers and Election Board Members*

114 102.4-10. Specific duties of the Chairperson and other Election Board members, in addition to  
115 being present at all Election Board meetings and assisting the handicapped through the voting  
116 process, are as set out herein:

117 (a) Chairperson: Shall preside over meetings of the Election Board; shall select the hearing  
118 body for applicants found to be ineligible in accordance with 102.5-6 in the event of an  
119 appeal; shall oversee the conduct of the election; shall dismiss the alternates and Trust  
120 Enrollment Department personnel when their election day duties are complete; and shall  
121 post and report election results.

122 (b) Vice-Chairperson: Shall preside over all meetings in the absence of the Chairperson.

123 (c) Secretary: Shall keep a record of the meetings and make them available to the Nation's  
124 Secretary, other Election Board members and the public as required in the Open Records  
125 and Open Meetings Law.

126 (d) Clerks: Shall implement the requirements of identifying and registering all voters and  
127 determining voter eligibility. Clerks shall work in conjunction with the Trust Enrollment

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128 Department personnel in the registration process, and assist the Chairperson as directed in  
129 conducting the election. Clerks cannot be currently employed by the Trust Enrollment  
130 Department.

131 (e) Tellers: Shall collect and keep safe all ballots, until the election is complete, as  
132 determined by this law. Shall assist the Chairperson in conducting the election.

133 (f) Judges: Shall inform and advise the Chairperson of all aspects of the election conducted  
134 under this law. In case of disputes among Election Board members, or between members  
135 of the Nation and Election Board members, or any controversy regarding voter eligibility,  
136 the Judge(s) shall assist the Chairperson in making a determination. The Judge(s) shall  
137 also ensure that all ballots of voters whose eligibility may be in question, remain  
138 confidential.

139

140 *Section D. Compensation Rates*

141 102.4-11. Election Board members are to be compensated at an hourly rate when conducting  
142 elections as provided for in the Election Board's bylaws as approved by the Business Committee.  
143 The Election Board shall have a budget, approved through the Nation's budgeting process.

144 102.4-12. The Trust Enrollment Department personnel and Oneida Police Officer(s) shall be  
145 compensated at their regular rate of pay out of their respective budgets.

146

147 **102.5. Candidate Eligibility**

148 *Section A. Requirements*

149 102.5-1. In addition to any specific requirements and/or exceptions set out in duly adopted by-  
150 laws or other documents, all applicants shall meet the minimum requirements set out in this section  
151 in order to become a candidate.

152 102.5-2. Minimum Requirements. In order to be eligible to be a candidate, applicants shall:

153 (a) be an enrolled member of the Nation, as verified by membership rolls of the Nation.

154 (b) be a qualified voter on the day of the election.

155 (c) provide proof of physical residency as required for the position for which they have  
156 applied. Proof of residency may be through one (1) or more of the following:

157 (1) a valid Wisconsin driver's license;

158 (2) a bill or pay check stub showing name and physical address of the candidate  
159 from the prior or current month;

160 (3) another form of proof that identifies the candidate and that the candidate has  
161 physically resided at the address and identifies that address as the primary  
162 residence.

163 102.5-3. No applicant may have a conflict of interest with the position for which they are being  
164 considered, provided that any conflict of interest which may be eliminated within thirty (30)  
165 calendar days of being elected shall not be considered as a bar to election.

166 102.5-4. Applications shall be filed by presenting the information to the Nation's Secretary, or  
167 designated agent, during normal business hours, 8:00 a.m. to 4:30 p.m. Monday through Friday,  
168 by the application deadline established by the Election Board. No mailed, internal Nation mail  
169 delivery, faxed or other delivery method shall be accepted.

170 102.5-5. The names of the candidates and the positions sought shall be a public record and made  
171 available to the public upon the determination of eligibility by the Election Board or the Board's  
172 designated agent.

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173

174 *Section B. Eligibility Review*

175 102.5-6. Applicants found to be ineligible shall have two (2) business days to request an appeal.  
176 At least four (4) Election Board members shall constitute a hearing body. The Chairperson shall  
177 select the hearing body. The hearing shall be held within two (2) business days of receipt of the  
178 appeal. The applicant shall be notified by phone of time and place of the hearing. The decision  
179 of the hearing body shall be sent via certified mail or hand delivery within two (2) business days  
180 of the hearing. Any appeal from a decision of the Election Board hearing body shall be to the  
181 Judiciary on an accelerated schedule.

182 102.5-7. The Election Board shall be responsible for reviewing the qualifications of applicants to  
183 verify eligibility. Any applicant found to be ineligible for a position shall be notified by certified  
184 mail return receipt requested. The notice shall provide the following information:

185 (a) Position for which they were considered

186 (b) Qualification of the position and citation of the source. (Copies of source may be  
187 attached.)

188 (c) A brief summary explaining why the applicant was found to be ineligible.

189 (d) That the applicant has two (2) business days from notification to make an appeal.  
190 Appeals must be filed at the location designated on the notice by hand delivery. The  
191 location designated shall be on the Reservation. No mailed, internal Nation mail, faxed or  
192 other delivery method will be accepted.

193

194 *Section C. Campaign Financing*

195 102.5-8. Contributions:

196 (a) Solicitation of Contributions by Candidates.

197 (1) Candidates shall only accept contributions from individuals who are members  
198 of the Nation or individuals related by blood or marriage to the candidate.  
199 Candidates may not accept contributions from any business, whether sole  
200 proprietorship, partnership, corporation, or other business entity.

201 (2) Candidates shall not solicit or accept contributions in any office or  
202 business/facility of the Nation.

203 (b) Fines. Violation of the contribution restrictions shall result in a fine imposed by the  
204 Election Board in an amount specified in a resolution adopted by the Business Committee.

205 102.5-9. Campaign Signs and Campaigning:

206 (a) Placement of campaign signs:

207 (1) Campaign signs shall not be posted or erected on any property of the Nation  
208 except for private property with the owner/tenant's permission.

209 (2) No campaign sign shall exceed sixteen (16) square feet in area. A maximum  
210 of seven (7) such signs may be placed on a building or on a lot.

211 (3) No campaign sign shall project beyond the property line into the public right  
212 of way.

213 (b) Removal of campaign signs. All campaign signs shall be removed within five (5)  
214 business days after an election.

215 (c) Employees of the Nation shall not engage in campaigning for offices of the Nation  
216 during work hours. The Nation's employees shall be subject to disciplinary action under  
217 the personnel policies and procedures for political campaigning during work hours.

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218 (d) Enforcement. The Zoning Administrator shall cause to be removed any campaign  
 219 signs that are not in compliance with this law, in accordance with the Zoning and Shoreland  
 220 Protection Law.

221 (e) Fines. Violation of the campaign sign restrictions shall result in a fine imposed by the  
 222 Election Board in an amount specified in a resolution adopted by the Business Committee.  
 223

224 *Section D. Candidate Withdrawal*

225 102.5-10 Any candidate may withdraw his or her name from a ballot if submitted in writing by  
 226 the candidate prior to submission of the ballot for printing to any Election Board member,  
 227 excluding alternates.

228 102.5-11 After printing of the ballot, any candidate may withdraw his or her name from the  
 229 election by submitting in writing a statement indicating they are withdrawing from the election  
 230 prior to the opening of the polls to any Election Board member, excluding alternates. This  
 231 statement shall be posted alongside any sample ballot printed prior to the election in the newspaper  
 232 or any posting at the polling places.

233 102.5-12. Candidates withdrawing after opening of the polls shall request, in writing to the  
 234 Election Board members in charge of the polling place, to be removed from the ballot. The written  
 235 statement shall be posted next to any posted sample ballot.

236 102.5-13. Candidates withdrawing by any method listed herein shall be denied any position from  
 237 which they have withdrawn regardless of the number of votes cast for that candidate. A written  
 238 statement shall be considered the only necessary evidence of withdrawal and acceptance of denial  
 239 of any position withdrawn from.

240 102.5-14. *Candidate Withdrawal After Winning an Election.*

241 (a) In the event a candidate declines an office after winning an election, the Election Board  
 242 shall declare the next highest vote recipient the winner. This procedure shall be repeated  
 243 as necessary until a winner is declared.

244 (b) If all vote recipients decline or are otherwise unable to be declared the winner, then a  
 245 Special Election shall be held.  
 246

247 **2.6. Selection of Candidates**

248 102.6-1. Any eligible member of the Nation may apply to be placed on a ballot according to the  
 249 following procedures:

250 (a) Applicants shall use an official form as designated by this law which may be  
 251 obtained in the Office of the Nation's Secretary.

252 (b) The form shall consist of information that satisfies the minimum requirements for  
 253 eligible candidates, as described in section 102.5-2 of this law.

254 (c) Applications shall be presented to the Nation's Secretary, or designated agent,  
 255 during normal business hours, 8:00 to 4:30 Monday through Friday, but no later than  
 256 prior to close of business on the application deadline established by the Election Board.  
 257 The location to drop-off applications shall be the Business Committee Support Office.

258 (d) The Nation's Secretary shall forward all applications to the Election Board  
 259 Chairperson the next business day following the close of submissions.

260 102.6-2. A person who runs for a position on the Oneida Business Committee, or a position on a  
 261 judicial court or commission, shall not run for more than one (1) elective office or seat per election.  
 262

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263 **102.7. Notice of Polling Places**

264 102.7-1. The Election Board shall post a notice in the prominent locations, stating the location of  
265 the polling places and the time the polls will be open. This notice shall also be posted in an easily  
266 visible position, close to the entrance of the Nation's businesses/facilities.

267 102.7-2. Polling information shall be posted no less than ten (10) calendar days prior to the  
268 election, and shall remain posted until the poll closes on the day of the election.

269 102.7-3. Except for a Special Election, notice for the election shall be mailed to all Nation  
270 members, stating the time and place of the election and a sample of the ballot, no less than ten (10)  
271 calendar days prior to the election, through a mass mailing. The Trust Enrollment Department  
272 shall be notified, by the Election Board Chairperson, no less than twenty (20) calendar days prior  
273 to the requested mailing.

274 102.7-4. Notice of the election shall be placed in the Nation's newspaper.

275

276 **102.8. Registration of Voters**277 *Section A. Requirements*

278 102.8-1. *Registration of Voters.* All enrolled members of the Nation, who are eighteen (18) years  
279 of age or over, are qualified voters of such election(s) as defined in Article III, Section 2 of the  
280 Oneida Nation Constitution.

281

282 *Section B. Identification of Voters*

283 102.8-2. All voters must present one of the following picture identifications in order to be able to  
284 vote:

- 285 (a) Oneida Nation I.D.
- 286 (b) Drivers License.
- 287 (c) Other I.D. with name and photo.

288

289 *Section C. Registration Procedures*

290 102.8-3. Voters shall physically register, on the day of the election, at the polls.

291 102.8-4. Trust Enrollment Department personnel shall be responsible for verifying enrollment  
292 with the Nation. Conduct of Trust Enrollment Department personnel is governed by the Election  
293 Officials during the voting period.

294 102.8-5. Every person who intends to vote must sign his/her name on an official Voter Registration  
295 Form containing the voter's following information:

- 296 (a) name and maiden name (if any);
- 297 (b) current address;
- 298 (c) date of birth; and
- 299 (d) enrollment number.

300

301 *Section D. Qualification/Verification of Voter Eligibility*

302 102.8-6. Should a question or dispute arise as to the eligibility of a voter being qualified to vote,  
303 the Judges of the Election Officials appointed by the Election Board Chairperson shall meet with  
304 the Trust Enrollment Department personnel who are registering voters, to decide the voting  
305 member's eligibility currently being questioned and shall make such decisions from the facts  
306 available, whether the applicant is, in fact, qualified/verifiable under the Oneida Nation  
307 Constitution, Article III Section 2, to vote in the Nation's elections.

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308 102.8-7. Any voter denied eligibility shall be allowed to vote, provided that the ballot shall be  
309 placed in an envelope, initialed by two (2) Election Officials, sealed and numbered. The name of  
310 the voter shall be written next to a numbered list which corresponds to the numbered and sealed  
311 envelope. The voter shall be required to mail a written appeal to the Election Board at P.O. Box  
312 413, Oneida, Wisconsin, 54155, postmarked within two (2) business days of the election if they  
313 desire to challenge the decision made by the Election Officials. The Election Board shall make a  
314 final decision, within five (5) business days of receiving the appeal and shall report this decision  
315 in the final report sent to the Oneida Business Committee.  
316

**102.9. Election Process***Section A. Polling Places and Times*

317  
318  
319 102.9-1. In accordance with Article III, Section 5 of the Oneida Nation Constitution, elections  
320 shall be held in the month of July on a date set by the General Tribal Council. The General Tribal  
321 Council shall set the election date at the January annual meeting, or at the first GTC meeting held  
322 during a given year. Special Elections shall be set in accordance with 102.12-6.

323 102.9-2. Elections shall be held at an Oneida Nation facility(s) as determined by the Election  
324 Board.

325 102.9-3. Voting for elections shall begin at 7:00 a.m. and shall end at 7:00 p.m. All voters in line  
326 to vote at 7:00 p.m. shall be allowed to vote.

327 (a) If a ballot counting machine is used, the ballot counting machine shall be prepared  
328 prior to 7:00 a.m. on the day of the election. The Judges shall open the polls only after four  
329 (4) members of the Nation verify, through signature on the tape, the ballot box is empty  
330 and the ballot counting machine printer tape has a zero (0) total count.

331 102.9-4. At least one (1) Oneida Police Officer shall be present during the time the polls are open,  
332 and until the counting of ballots is completed, and tentative results posted.

333 102.9-5. The Election Board shall provide a voting area sufficiently isolated for each voter such  
334 that there is an area with at least two sides and a back enclosure.

335 102.9-6. No campaigning of any type shall be conducted within two hundred eighty (280) feet of  
336 the voting area, excluding private property.

337 102.9-7. No one causing a disturbance shall be allowed in the voting area.

338 102.9-8. Election Board members may restrict the voting area to qualified voters only. This  
339 restriction is in the interest of maintaining security of the ballots and voting process.  
340

*Section B. Ballot Box*

341  
342 102.9-9. All ballots being votes, shall be placed in a receptacle clearly marked "Ballot Box" and  
343 shall be locked until counting at the close of polls. Provided that, with electronic ballot counting,  
344 the ballots may be placed within the ballot counting machine as they are received.  
345

*Section C. Spoiled Ballots*

346  
347 102.9-10. If a voter spoils his/her ballot, he/she shall be given a new ballot.

348 102.9-11. The spoiled ballot shall be marked "VOID" and initialed by two (2) Election Officials  
349 and placed in an envelope marked as "Spoiled Ballots."

350 102.9-12. The Spoiled Ballot envelopes shall be retained and secured for no less than fifteen (15)  
351 calendar days following finalization of any challenge of the election, at the Records Management  
352 Department.

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353

354 *Section D. Rejected Ballots*

355 102.9-13. Rejected Ballots are to be placed in a specially marked container and sealed.

356 (a) Computer rejected ballots shall be reviewed by the Election Officials to verify the  
357 authenticity of the ballot. Ballots rejected because of mutilation shall be added to the final  
358 computer total, provided that, a new ballot was not received as set out in sections 102.9-10  
359 through 102.9-12.360 (b) Ballots rejected, either during the computer process or during a manual counting, shall  
361 be reviewed by the Election Officials to verify that they are authentic. If the Election  
362 Officials determine that the ballot is not an official ballot, or that it is an illegal ballot, the  
363 ballot shall be designated 'void,' and placed in a sealed container marked "Void Ballots."  
364

364

365 **102.10. Tabulating and Securing Ballots**366 *Section A. Machine Counted Ballots*367 102.10-1. When ballots are counted by machine, at the close of polls the Judges shall generate  
368 from the ballot counting machine copies of the election totals from the votes cast.369 102.10-2. At least three (3) Election Board members shall sign the election totals, which shall  
370 include the tape signed by the members of the Nation before the polls were opened per section  
371 102.9-3(a).  
372

372

373 *Section B. Manually Counted Ballots*374 102.10-3. When ballots are manually counted, at the close of polls the Judges shall unlock the  
375 ballot box and remove the ballots.376 102.10-4. If the ballots need to be counted at a location other than the polling site, the ballots shall  
377 be secured in a sealed container for transportation to the ballot counting location. The sealed  
378 ballots shall be transported by an Oneida Police Officer with at least three (3) of the Election  
379 Officials for counting/tallying of ballots.380 102.10-5. The sealed ballots shall be opened at the time of counting by the Election Officials and  
381 witnessed/monitored by an Oneida Police Officer.382 102.10-6. Ballots must be counted by two different Election Officials until two final tallies are  
383 equal in back to back counting. Final tallies shall be verified by the Election Judges.  
384

384

385 *Section C. Securing Ballots*386 102.10-7. The Judges shall place together all ballots counted and secure them together so that they  
387 cannot be untied or tampered with without breaking the seal. The secured ballots, and the election  
388 totals with the signed tape, if applicable, shall then be secured by the Judges in a sealed container  
389 in such a manner that the container cannot be opened without breaking the seals or locks, or  
390 destroying the container. The Oneida Police Officer shall then deliver, on the day of the election,  
391 the sealed container to the Records Management Department for retaining.  
392

392

393 **102.11. Election Outcome and Ties**394 *Section A. Election Results Announcement*395 102.11-1. The tentative results of an election shall be announced and posted by the Election Board  
396 within twenty-four (24) hours after the closing of the polls. Notices of election results shall contain  
397 the following statement:

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398 *"The election results posted here are tentative results. Final election results are forwarded*  
399 *by the Oneida Election Board to the Oneida Business Committee via a Final Report after*  
400 *time has lapsed for recount requests, or challenges or after all recounts or challenges have*  
401 *been completed, whichever is longer"*

402 102.11-2. The Election Board shall post, in the prominent locations, and publish in the Nation's  
403 newspaper, the tentative results of an election.

404

405 *Section B. Tie*

406 102.11-3. In the event of a tie for any office, and where the breaking of a tie is necessary to  
407 determine the outcome of an election, the Election Board shall conduct an automatic recount of  
408 the votes for each candidate receiving the same number of votes. Any recount conducted shall be  
409 the only recount allowed for the tied candidates.

410 102.11-4. For Business Committee positions, a run-off election between the candidates with the  
411 same number of votes shall be held if there remains a tie after the recount. Said run-off election  
412 shall be held within twenty-one (21) calendar days after the recount. For all other positions, if  
413 there remains a tie after the recount, the Election Board shall decide the winner of the tied positions  
414 at least two (2) business days after, but no more than five (5) business days after the recount  
415 through a lot drawing, which shall be open to the public.

416 (a) The Election Board shall notify each of the tied candidates and the public of the date,  
417 time, and place of the drawing at least one (1) business day before the drawing. Notice to  
418 the tied candidates shall be in writing. Notice to the public shall be posted by the Election  
419 Board in the prominent locations.

420 (b) On the date and at the time and place the drawing was noticed, the Election Board  
421 Chairperson shall clearly write the name of each tied candidate on separate pieces of paper  
422 in front of any witnesses present. The pieces of paper shall be the same, or approximately  
423 the same, color, size, and type. The papers shall be folded in half and placed in a container  
424 selected by the Election Board Chairperson.

425 (c) The Election Board Chairperson shall designate an uninterested party to draw a name  
426 from the container. The candidate whose name is drawn from the container first shall be  
427 declared the winner. An Election Board member other than the Chairperson shall remove  
428 the remaining pieces of paper from the container and show them to the witnesses present.

429

430 *Section C. Recount Procedures*

431 102.11-5. A candidate may request the Election Board to complete a recount, provided the margin  
432 between the requesting candidate's vote total and vote total for the unofficial winner was within  
433 two percent (2%) of the total votes for the office being sought or twenty (20) votes, whichever is  
434 greater. A candidate requests a recount by hand delivering a written request to the office of the  
435 Nation's Secretary, or noticed designated agent, within five (5) business days after the election.  
436 Requests shall be limited to one (1) request per candidate. The Nation's Secretary shall contact  
437 the Election Board Chairperson by the next business day after the request for recounts.

438 102.11-6. The Election Board shall respond by the close of business on the fifth (5<sup>th</sup>) day after the  
439 request regarding the results of the recount. Provided that, no recount request need be honored  
440 where there have been two (2) recounts completed as a result of a request either as a recount of the  
441 whole election results, or of that sub-section.

442 102.11-7. All recounts shall be conducted manually with, if possible, the original Election

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443 Officials and Oneida Police Officer present, regardless of the original type of counting process.  
444 Manual recounts may, at the discretion of the Election Officials, be of the total election results, or  
445 of the challenged sub-section of the election results.

446 102.11-8. The Oneida Police Officer shall be responsible for picking up the locked, sealed  
447 container with the ballots from the Records Management Department and transporting it to the  
448 ballot recounting location.

449 102.11-9. A recount shall be conducted by a quorum of the Election Board, including at least three  
450 (3) of the original Election Officials. The locked, sealed ballots shall be opened by the Election  
451 Board Chairperson and an Oneida Police Officer shall witness the recount.

452 102.11-10. Recounting of ballots may be performed manually or by computer. All ballots shall be  
453 counted until two (2) final tallies are equal in back to back counting and the total count of ballots  
454 reconciles with the total count from the ballot counting machine. Sub-sections of candidates may  
455 be recounted in lieu of a full recount.

456 (a) Manually counted ballots shall be recounted by the Election Board. Ballots shall be  
457 counted twice by different persons and certified by the Judges.

458 (b) Computer counted ballots shall be recounted twice and certified by the Judges. Prior  
459 to using an electronic ballot counting device, it shall be certified as correct either by the  
460 maker, lessor of the machine, or Election Board.

461

462 *Section D. Challenges and Declaration of Results*

463 102.11-11. *Challenges.* Any qualified voter may challenge the results of an election by filing a  
464 complaint with the Judiciary within ten (10) calendar days after the election. The Judiciary shall  
465 hear and decide a challenge to any election within two (2) business days after the challenge is filed.  
466 Any appeal to the appellate body of the Judiciary shall be filed within one (1) business day after  
467 the issuance of the lower body's decision and decided within two (2) business days after the appeal  
468 is filed.

469 (a) The person challenging the election results shall prove by clear and convincing  
470 evidence that the Election Law was violated or an unfair election was conducted, and that  
471 the outcome of the election would have been different but for the violation.

472 (b) If the Judiciary invalidates the election results, a Special Election shall be ordered by  
473 the Judiciary for the office(s) affected to be held on a date set by the Judiciary for as soon  
474 as the Election Law allows for a Special Election.

475 102.11-12. *The Final Report.* The Election Board shall forward a Final Report to the Nation's  
476 Secretary after time has lapsed for recount requests, or challenges or after all recounts or challenges  
477 have been completed, whichever is longer. The Final Report shall consist of the following  
478 information:

479 (a) Total number of persons voting.

480 (b) Total votes cast for each candidate by subsection of the ballot.

481 (c) List of any ties and final results of those ties, including the method of resolution.

482 (d) List of candidates elected and position elected to.

483 (e) Number of spoiled ballots.

484 (f) Cost of the election, including the compensation paid to each Election Board member.

485 102.11-13. *Declaration of Results.* The Business Committee shall declare the official results of  
486 the election and send notices regarding when the swearing in of newly elected officials shall take  
487 place within ten (10) business days after receipt of the Final Report.

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488 102.11-14. Candidates elected to the Business Committee shall resign from any salaried position  
489 effective prior to taking a Business Committee oath of office

490 102.11-15. Except in the event of an emergency, as determined by the Business Committee,  
491 newly elected officials shall be sworn into office no later than thirty (30) calendar days after the  
492 official results of an election are declared by the Business Committee.

493 (a) If a newly elected official is not sworn in within thirty (30) calendar days, the seat shall  
494 be considered vacant and the Election Board shall declare the next highest vote recipient  
495 the winner. This procedure shall be repeated as necessary until a winner is declared.

496 (b) If all vote recipients decline or are otherwise unable to be declared the winner, then a  
497 Special Election shall be held.

498 102.11-16. The Election Board shall send notice to the Records Management Department to  
499 destroy the ballots thirty (30) calendar days after the election or after the final declaration of official  
500 election results occurs, whichever is longer.

501

**502 102.12. Elections***503 Section A. Primary Elections; Business Committee*

504 102.12-1. When a primary is required under 102.12-2, it shall be held on a Saturday at least sixty  
505 (60) calendar days prior to the election.

506 102.12-2. There shall be a primary election for Business Committee positions whenever there are  
507 three (3) or more candidates for any officer positions or sixteen (16) or more candidates for the at-  
508 large council member positions.

509 (a) The two (2) candidates receiving the highest number of votes cast for each officer  
510 position shall be placed on the ballot.

511 (b) The fifteen (15) candidates receiving the highest number of votes cast for the at-large  
512 council member positions shall be placed on the ballot.

513 (c) Any position where a tie exists to determine the candidates to be placed on the ballot  
514 shall include all candidates where the tie exists.

515 102.12-3. The Election Board shall cancel the primary election if the Business Committee  
516 positions did not draw the requisite number of candidates for a primary.

517 102.12-4. In the event a candidate withdraws or is unable to run for office after being declared a  
518 winner in the primary, the Election Board shall declare the next highest primary vote recipient the  
519 primary winner. This procedure shall be repeated as necessary until the ballot is full or until there  
520 are no available candidates. If the ballot has already been printed, the procedures for notifying the  
521 Oneida public in section 102.5-11 and 102.5-12 shall be followed, including the requirement to  
522 print a notice in the Nation's newspaper if timelines allow.

523

*524 Section B. Special Elections*

525 102.12-5. Matters subject to a Special Election, i.e., referendum, vacancies, petitions, etc., as  
526 defined in this law, may be placed on the same ballot as the subject matter of an election.

527 102.12-6. Dates of all Special Elections shall be set, as provided for in this law, by the Business  
528 Committee as recommended by the Election Board or as ordered by the Judiciary in connection  
529 with an election challenge.

530 102.12-7. Notice of said Special Election shall be posted by the Election Board in the prominent  
531 locations, and placed in the Nation's newspaper not less than ten (10) calendar days prior to the  
532 Special Election.

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533 102.12-8. In the event of an emergency, the Election Board may reschedule the election, provided  
534 that no less than twenty-four (24) hours notice of the rescheduled election date is given to the  
535 voters, by posting notices in the prominent locations.  
536

537 *Section C. Referendums*

538 102.12-9. Registered voters may indicate opinions on any development, law or resolution,  
539 proposed, enacted, or directed by the Business Committee, or General Tribal Council, in a special  
540 referendum election.

541 (a) Referendum elections in which a majority of the qualified voters who cast votes shall  
542 be binding on the Business Committee to present the issue for action/decision at General  
543 Tribal Council.

544 (b) Referendum requests may appear on the next called for election.

545 (c) Referendum questions regarding issues directly affecting the Nation or general  
546 membership are to be presented to the Nation's Secretary, or designated agent, in writing,  
547 during normal business hours, 8:00 a.m. until 4:30 p.m. Monday through Friday by the  
548 deadline established by the Election Board. No mailed, internal Nation mail delivery, faxed  
549 or other delivery method shall be accepted.  
550

551 *Section D. Initiation of Special Elections*

552 102.12-10. Special Elections may be initiated by a request or directive of the General Tribal  
553 Council or the Oneida Business Committee.

554 102.12-11. Special Election may be requested by a member of the Nation to the Business  
555 Committee or General Tribal Council.

556 102.12-12. All Special Elections shall follow rules established for all other elections. This includes  
557 positions for all Boards, Committees and Commissions.  
558

559 **102.13. Oneida Nation Constitution and By-law Amendments**

560 102.13-1. Pursuant to Article VI of the Oneida Nation Constitution, amendments to the Oneida  
561 Nation Constitution and By-laws may be initiated by the Oneida Business Committee or a petition  
562 of qualified voters. The requirements for the Oneida Business Committee's initiation of  
563 Constitutional amendments are as provided in the Constitution and as further detailed in the  
564 supporting standard operating procedures which the Oneida Business Committee shall adopt.  
565 Qualified voters may petition to amend the Oneida Nation Constitution and By-laws by submitting  
566 a petition to the Office of the Nation's Secretary which includes the full text of the proposed  
567 amendments and signatures that are equal in number to at least ten percent (10%) of all members  
568 qualified to vote.

569 (a) Qualified voters may request a petition form from the Office of the Nation's Secretary.

570 (b) When a petition form is requested, the Nation's Secretary, or his or her designee, shall  
571 direct the Trust Enrollment Department to calculate the number of signatures currently  
572 required for a petition submittal, which shall be ten percent (10%) of all members qualified  
573 to vote on the date the petition form is requested from the Office of the Nation's Secretary.  
574 When the Nation's Secretary receives the calculation from the Trust Enrollment  
575 Department, the Nation's Secretary shall provide the requester with the petition form and  
576 the number of signatures that are currently required.

577 (c) Such petitions shall be circulated with all supporting materials and submitted a

## Draft 1 Emergency Amendments for OBC Consideration

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578 minimum of ninety (90) days prior to the election at which the proposed amendment is to  
 579 be voted upon. If a petition includes supporting materials in addition to the petition form,  
 580 each qualified voter signing the petition shall also acknowledge that the supporting  
 581 materials were available for review at the time he or she signed the petition by initialing  
 582 where required on the petition form.

583 (d) The Nation's Secretary shall forward submitted petitions to the Trust Enrollment  
 584 Department for verification of signatures and to the Election Board to provide notice that  
 585 the petition may need to be placed on an upcoming ballot.

586 (e) If the petition is verified by the Trust Enrollment Department to contain signatures from  
 587 at least ten percent (10%) of all qualified voters, the Election Board shall make an official  
 588 announcement of the proposed amendments to the Oneida Nation Constitution at least sixty  
 589 (60) days prior to the election at which the proposed amendments are to be voted on.

590 102.13-2. The Election Board shall place any proposed amendments to the Oneida Nation  
 591 Constitution that meet the requirements contained in 102.13-1 on the ballot at the next general  
 592 election. Provided that, the Oneida Business Committee or General Tribal Council may order a  
 593 special election be held to consider the proposed amendments. In such circumstances, the Election  
 594 Board shall place any proposed amendments to the Oneida Nation Constitution on the ballot at the  
 595 next special election.

596 102.13-3. The Election Board shall publish any proposed amendments by publishing a sample  
 597 ballot no less than ten (10) calendar days prior to the election, through a mass mailing. The Trust  
 598 Enrollment Department shall be notified, by the Election Board Chairperson, no less than twenty  
 599 (20) calendar days prior to the requested mailing. Copies of such publications shall be prominently  
 600 posted in each polling place and at administrative offices of the Nation and shall also be published  
 601 in official Oneida media outlets, which the Oneida Business Committee shall identify by  
 602 resolution. For the purposes of this section, Oneida administrative offices means the location  
 603 where the Oneida Business Committee conducts business.

604 102.13-4. The Election Board shall ensure that the ballot contains a statement of the purpose of  
 605 the proposed amendments prepared by the Oneida Law Office. The Oneida Law Office shall  
 606 ensure that the statement of purpose is one hundred (100) words or less exclusive of caption, is a  
 607 true and impartial statement and is written in such a manner that does not create prejudice for or  
 608 against the proposed amendment.

609 102.13-5. Pursuant to Article VI, Section 3 of the Oneida Nation Constitution, proposed  
 610 amendments that are approved by sixty-five percent (65%) of the qualified voters that vote on that  
 611 amendment shall become part of the Constitution and By-laws, and shall abrogate or amend  
 612 existing provisions of the Constitution and By-laws at the end of thirty (30) days after submission  
 613 of the final election report.

614 102.13-6. If two (2) or more amendments approved by the voters at the same election conflict, the  
 615 amendment receiving the highest affirmation vote prevails.

616  
 617  
 618 *End.*

---

621 Adopted - June 19, 1993  
 622 Amended - June 28, 1995 (Adopted by BC on Behalf of GTC, Completion of Agenda)  
 623 Presented for Adoption of 1997 Revisions - GTC-7-6-98-A  
 624 Amended- October 11, 2008 (General Tribal Council Meeting)  
 625 Amended-GTC-01-04-10-A

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- 626 Amended – BC-02-25-15-C
- 627 Amended – GTC-04-23-17-A
- 628 Emergency Amended – BC-03-17-20-B
- 629 Emergency Amended – BC-05-13-20-H
- 630 Emergency Amended – BC-06-24-20-B (Expired at Conclusion of 2020 General Election)
- 631 Emergency Amended – BC-\_\_-\_\_-\_\_-\_\_
- 632

Adopt resolution entitled Safely Scheduling General Tribal Council Meetings - COVID-19 Health Risk...

## Business Committee Agenda Request

1. Meeting Date Requested: 04/28/21

2. General Information:

Session:  Open  Executive – must qualify under §107.4-1.

Justification: *Choose reason for Executive.*

3. Supporting Documents:

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Bylaws                 | <input type="checkbox"/> Fiscal Impact Statement | <input type="checkbox"/> Presentation           |
| <input type="checkbox"/> Contract Document(s)   | <input type="checkbox"/> Law                     | <input type="checkbox"/> Report                 |
| <input type="checkbox"/> Correspondence         | <input type="checkbox"/> Legal Review            | <input checked="" type="checkbox"/> Resolution  |
| <input type="checkbox"/> Draft GTC Notice       | <input type="checkbox"/> Minutes                 | <input type="checkbox"/> Rule (adoption packet) |
| <input type="checkbox"/> Draft GTC Packet       | <input type="checkbox"/> MOU/MOA                 | <input type="checkbox"/> Statement of Effect    |
| <input type="checkbox"/> E-poll results/back-up | <input type="checkbox"/> Petition                | <input type="checkbox"/> Travel Documents       |
| <input type="checkbox"/> Other: <i>Describe</i> |  |   |

4. Budget Information:

- |  |  |                                     |
|--|--|-------------------------------------|
| <input type="checkbox"/> Budgeted                  | <input type="checkbox"/> Budgeted – Grant Funded | <input type="checkbox"/> Unbudgeted |
| <input checked="" type="checkbox"/> Not Applicable | <input type="checkbox"/> Other: <i>Describe</i>  |                                     |

5. Submission:

Authorized Sponsor: Lisa Liggins, Secretary

Primary Requestor: \_\_\_\_\_

Additional Requestor: (Name, Title/Entity)

Additional Requestor: (Name, Title/Entity)

Submitted By: CWILSON1

# Oneida Nation

Post Office Box 365

Phone: (920)869-2214

Oneida, WI 54155



## BC Resolution # \_\_\_\_\_

### Safely Scheduling General Tribal Council Meetings - COVID-19 Health Risk Impacts

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**WHEREAS,** the Oneida Nation 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 Nation; 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 federal government proclaimed a public health emergency<sup>1</sup> related to the spread of the COVID-19 virus; and

**WHEREAS,** the Center for Disease Control and Prevention (CDC) continues to advise against large events and gatherings, when possible<sup>2</sup>; and

**WHEREAS,** the CDC offers guidance to help prevent the spread of COVID-19 which includes consideration of risk factors such as:

- *Number of COVID-19 cases in your community* – High or increasing levels of COVID-19 cases in the event location or the locations the attendees are coming from increase the risk of infection and spread among attendees.
- *Exposure during travel* – Airports, airplanes, bus stations, buses, train stations, trains, public transport, gas stations, and rest stops are all places where physical distancing may be challenging and ventilation may be poor.
- *Setting of the event* – Indoor events, especially in places with poor ventilation, pose more risk than outdoor events.
- *Length of the event* – Events that last longer pose more risk than shorter events. Being within 6 feet of someone who has COVID-19 for a total of 15 minutes or more (over a 24-hour period) greatly increases the risk of becoming infected and requires quarantine.
- *Number and crowding of people at the event* – Events with more people increase the likelihood of being exposed. The size of the event should be determined based on whether attendees from different households can stay at least 6 feet (2 arm lengths) Physical distancing at events can reduce transmission risk—for example, blocking off seats or modifying room layouts.
- *Behavior of attendees during an event* – Events where people engage in behaviors such as interacting with others from outside their own household, singing, shouting, not maintaining physical distancing, or not wearing masks consistently and correctly, can increase risk.

<sup>1</sup> <https://www.phe.gov/emergency/news/healthactions/phe/Pages/default.aspx>

<sup>2</sup> <https://www.cdc.gov/coronavirus/2019-ncov/community/large-events/considerations-for-events-gatherings.html>

40 **WHEREAS,** the CDC also advises that event planners should work with state and local health officials  
41 to implement this guidance, adjusting to meet the unique needs and circumstances of the  
42 local community; and  
43

44 **WHEREAS,** the Emergency Management law provides that the Community/Public Health Officer shall  
45 take action to limit the spread of any communicable disease in order to prevent a public  
46 health emergency (302.7-1) and provides that the Community/Public Health Officer shall  
47 act as necessary to protect the public (302.7-4); and  
48

49 **WHEREAS,** General Tribal Council meetings have averaged approximately 1,800 attendees per  
50 meeting over the past five (5) years and approximately one-third of those attendees are  
51 aged 55 and over; and  
52

53 **WHEREAS,** CDC has indicated risk of hospitalization and death due to COVID-19 for all ages,  
54 particularly those aged 50 and over<sup>3</sup>; and  
55

56 **WHEREAS,** the Oneida Business Committee recognizes the need to hold a General Tribal Council  
57 meeting to keep members informed and to allow members the ability to act in a General  
58 Tribal Council meeting to provide direction and guidance to the Oneida Business  
59 Committee and the organization; and  
60

61 **WHEREAS,** the Oneida Business Committee recognizes that one of the critical elements of a General  
62 Tribal Council meeting is interaction between members and speakers and that simply being  
63 able to view and hear is not sufficient to meet the needs of members at a General Tribal  
64 Council meeting; and  
65

66 **WHEREAS,** the Oneida Business Committee has not been able to identify technology that would allow  
67 1800 members to meet, receive presentations, ask questions, and vote; and  
68

69 **WHEREAS,** the Nation does not currently have the resources to safely hold a General Tribal Council  
70 meeting in an interactive virtual environment or physical environment which would maintain  
71 confidentiality of the meeting discussion, limit attendance to members only, maintain the  
72 ability to vote and be counted, offer the ability to be recognized to speak or express a point  
73 of order and other basic requirements of a General Tribal Council meeting; and  
74

75 **WHEREAS,** the Oneida Business Committee also recognizes a General Tribal Council meeting cannot  
76 be held until it safe to do so for all members wishing to attend; and  
77

78 **WHEREAS,** the Oneida Business Committee has determined a clear and transparent process is  
79 needed in order to schedule a General Tribal Council meeting due to the ongoing COVID-  
80 19 pandemic;  
81

82 **NOW THEREFORE BE IT RESOLVED,** the adopts the following process to safely schedule a General  
83 Tribal Council meeting that allows all members the opportunity to attend without posing a health risk.  
84

85 *Assessment and Recommendation by the Community/Public Health Officer*

86 **BE IT FURTHER RESOLVED,** beginning in May 2021, the Community/Public Health Officer will assess  
87 the Nation's ability to safely hold a General Tribal Council meeting that could be scheduled in the next 90  
88 days.  
89

---

<sup>3</sup> <https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/older-adults.html>

90 **BE IT FURTHER RESOLVED**, at the May 12, 2021, regular Oneida Business Committee meeting, and at  
91 the first regular Oneida Business Committee meeting of the month thereafter, the Community/Public Health  
92 Officer will provide a recommendation to the Business Committee based on their assessment as well as  
93 identifying the basis for that assessment.

94  
95 *Oneida Business Committee Determination*

96 **BE IT FURTHER RESOLVED**, based on the Community/Public Health Officer recommendation, the Oneida  
97 Business Committee shall determine if a General Tribal Council meeting can be scheduled.

98  
99 **BE IT FURTHER RESOLVED**, if the Oneida Business Committee determines a General Tribal Council  
100 meeting can be scheduled, a motion will be made to direct the Secretary to bring potential dates, a draft  
101 General Tribal Council meeting agenda, and draft General Tribal Council meeting materials to the next  
102 Business Committee agenda for consideration.

103  
104 **BE IT FURTHER RESOLVED**, if the Oneida Business Committee determines a General Tribal Council  
105 meeting cannot be scheduled, a motion will be made to accept the Community/Public Health Officer  
106 recommendation as information.

107  
108 *Duration of the Identified Process*

109 **BE IT FURTHER RESOLVED**, this process shall remain in effect until such time as the Oneida Business  
110 Committee schedules a General Tribal Council meeting.

111  
112 *Possibility of Virtual General Tribal Council Meetings*

113 **BE IT FINALLY RESOLVED**, the Secretary shall continue to work with the General Manager, Chief  
114 Counsel, and Strategic Planner to implement a long-term solution which would allow the Nation to hold  
115 virtual General Tribal Council meetings due to the unknown nature of the current and potential future  
116 pandemics.



Oneida Nation  
 Oneida Business Committee  
 Legislative Operating Committee  
 PO Box 365 • Oneida, WI 54155-0365  
 Oneida-nsn.gov



## Statement of Effect

### *Safely Scheduling General Tribal Council Meetings - COVID-19 Health Risk Impacts*

#### **Summary**

This resolution adopts a process to safely schedule a General Tribal Council meeting that allows all members the opportunity to attend without posing a health risk.

*Submitted by: Clorissa N. Santiago, Senior Staff Attorney, Legislative Reference Office*

*Date: April 21, 2021*

#### **Analysis by the Legislative Reference Office**

Under the Emergency Management law, the Oneida Business Committee is delegated the responsibility to proclaim or ratify the existence of a public health emergency. [3 O.C. 302.8-1]. A public health emergency means the occurrence or imminent threat of an illness or health condition which is a quarantinable disease; and which poses a high probability of a large number of deaths or serious or long-term disability among humans. [3 O.C. 302.3-1(p)]. As a result of the COVID-19 pandemic, on March 12, 2020, Chairman Tehassi Hill signed a “*Declaration of Public Health State of Emergency*” which sets into place the necessary authority should action need to be taken, and allows the Oneida Nation to seek reimbursement of emergency management actions that may result in unexpected expenses. [3 O.C. 302.8-1]. The Oneida Business Committee has extended this Public Health State of Emergency until May 12, 2021, through the adoption of the following resolutions: BC-03-26-20-A, BC-05-06-20-A, BC-06-10-20-A, BC-07-08-20-A, BC-08-06-20-A, BC-09-09-20-A, BC-10-08-20-A, BC-11-10-20-A, BC-12-09-20-D, BC-01-07-21-A, BC-02-10-21-A, and BC-03-10-21-D. [3 O.C. 302.8-2].

On March 24, 2020, the Nation’s COVID-19 Core Decision Making Team issued a “*Safer at Home*” declaration which prohibits all public gatherings of any number of people and orders all individuals present within the Oneida Reservation to stay at home or at their place of residence, with certain exceptions allowed. On April 21, 2020, the COVID-19 Core Decision Making Team issued an “*Updated Safer at Home*” declaration which allowed for gaming and golf operations to resume. Then on May 19, 2020, the COVID-19 Core Decision Making Team issued a “*Safer at Home Declaration, Amendment, Open for Business*” which directs that individuals within the Oneida Reservation should continue to stay at home, businesses can re-open under certain safer business practices, and social distancing should be practiced by all persons. On June 10, 2020, the COVID-19 Team issued a “*Stay Safer at Home*” declaration which lessened the restrictions of the “*Safer at Home Declaration, Amendment, Open for Business*” while still providing guidance and some restrictions. Then on July 17, 2020, the “*Safe Re-opening Governmental Offices*” declaration was issued which provides guidance on how buildings will be safely re-opened to the public.

During the Public Health State of Emergency, no General Tribal Council meetings have been held due to the fact that the Nation does not currently have the resources to safely hold a General Tribal Council meeting in a physical environment without violation of a emergency declaration, or in an interactive virtual environment which would maintain confidentiality of the meeting discussion, limit attendance to members only, maintain the ability to vote and be counted, offer the ability to be recognized to speak or express a point of order and other basic requirements of a General Tribal

Council meeting. This resolution provides that General Tribal Council meetings have averaged approximately one thousand and eight hundred (1,800) attendees per meeting over the past five (5) years and approximately one-third of those attendees are aged fifty-five (55) and over, meaning that holding a General Tribal Council meeting in person would pose a significant risk of spreading the COVID-19 virus. Additionally, this resolution highlights that the Oneida Business Committee has not been able to identify technology that would allow one thousand and eight hundred (1,800) attendees to meet, receive presentations, ask questions, and vote.

This resolution provides that the Oneida Business Committee has determined a clear and transparent process is needed to schedule a General Tribal Council meeting due to the ongoing COVID-19 pandemic. Through this resolution the Oneida Business Committee adopts a process to safely schedule a General Tribal Council meeting that allows all members the opportunity to attend without posing a significant health risk. The process adopted by this resolution includes:

- ***Assessment and Recommendation by the Community/Public Health Officer.*** The Community/Public Health Officer is delegated authority to take action to limit the spread of any communicable disease, such as COVID-19, and act as necessary to protect the public. [3 O.C. 302.7-1, 302.7-4]. Beginning in May 2021, the Community/Public Health Officer is directed to assess the Nation's ability to safely hold a General Tribal Council meeting that could be scheduled in the next ninety (90) days. The Community/Public Health Officer is directed to provide a recommendation based on their assessment at the May 12, 2021, regular Oneida Business Committee meeting, and at the first regular Oneida Business Committee meeting of the month thereafter.
- ***Oneida Business Committee Determination.*** Based on the Community/Public Health Officer recommendation, the Oneida Business Committee shall determine if a General Tribal Council meeting can be scheduled.
  - If the Oneida Business Committee determines a General Tribal Council meeting can be scheduled, a motion will be made to direct the Secretary to bring potential dates, a draft General Tribal Council meeting agenda, and draft General Tribal Council meeting materials to the next Oneida Business Committee agenda for consideration. The requirements of the Ten Day Notice Policy would still have to be complied with in scheduling a General Tribal Council meeting. [1 O.C. 110].
  - If the Oneida Business Committee determines a General Tribal Council meeting cannot be scheduled, a motion will be made to accept the Community/Public Health Officer recommendation as information.
- ***Duration of Identified Process.*** The process provided in this resolution shall remain in effect until such time as the Oneida Business Committee schedules a General Tribal Council meeting.

Additionally, this resolution directs the Secretary to continue working with the General Manager, Chief Counsel, and Strategic Planner to implement a long-term solution which would allow the Nation to hold virtual General Tribal Council meetings due to the unknown nature of the current and potential future pandemics.

### ***Conclusion***

Adoption of this resolution would not conflict with any of the Nation's laws.

Adopt resolution entitled Proclamation of May 5th as a Day of Awareness for Missing and Murdered...  
**Oneida Business Committee Agenda Request**

1. Meeting Date Requested: 4 / 28 / 21

2. General Information:

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

Other - type reason

Agenda Header:

Accept as Information only

Action - please describe:

Requesting the Oneida Business Committee to approve BC Resolution: Proclamation of May 5th as a Day of Awareness for Missing and Murdered Indigenous Women

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/Submitter:   
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:

Requesting that the Oneida Business Committee commemorate the lives of missing and murdered Indigenous women and girls and proclaim May 5th as a " Day of Awareness for Missing and Murdered Indigenous Women " on which we mourn and call attention to the many missing and murdered Native people, as well as those who have experienced violence and assault and resolve to act to prevent further victimization.

In 2020 the Savanna's Act, Public Law #116-165, directs the Department of Justice to review, revise, and develop law enforcement and justice protocols to address missing or murdered Native Americans; and

In 2020 Attorney General Josh Kaul announced the membership of Wisconsin's Missing and Murdered Indigenous Women Task Force, charged with helping to fight the abduction, homicide, violence and trafficking of Indigenous women in Wisconsin; and in partnership with the Wisconsin Department of Justice and Wisconsin's Indigenous communities, the task force plans to focus on examining the factors that contribute to missing and murdered Indigenous women and the response from social service organizations, understanding the roles federal, state and tribal jurisdictions play, and improving and implementing robust data collection and reporting methods; and

- 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

Post Office Box 365

Phone: (920)869-2214

Oneida, WI 54155



**BC Resolution # \_\_\_\_\_**  
**Proclamation of May 5<sup>th</sup> as a Day of Awareness for**  
**Missing and Murdered Indigenous Women**  
**(MMIW)**

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- WHEREAS,** the Oneida Nation 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 Nation; 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,** according to a 2016 report from the National Institute of Justice 84% of American Indian and Alaska Native women have experienced violence in their lifetime, more than half of whom experienced sexual violence; and
- WHEREAS,** in 2016, the National Crime Information Center reported nearly 6,000 cases of missing American Indian and Alaska Native women and girls, but the U.S. Department of Justice was tracking only about 100 cases; and
- WHEREAS,** according to the Centers for Disease Control and Prevention in 2017, homicide was the fourth leading cause of death among American Indian and Alaska Native women between 1 and 19 years of age and the fifth leading cause of death for American Indian and Alaska Native women between 20 and 44 years of age; and
- WHEREAS,** in 2019 the Senate of the United States, designated May 5th as a National Day of Awareness for Missing and Murdered Native Women and Girls; and
- WHEREAS,** in 2020 the Savanna’s Act, Public Law #116-165, directs the Department of Justice to review, revise, and develop law enforcement and justice protocols to address missing or murdered Native Americans; and
- WHEREAS,** in 2020 Attorney General Josh Kaul announced the membership of Wisconsin’s Missing and Murdered Indigenous Women Task Force, charged with helping to fight the abduction, homicide, violence and trafficking of Indigenous women in Wisconsin; and
- WHEREAS,** in partnership with the Wisconsin Department of Justice and Wisconsin’s Indigenous communities, the task force plans to focus on examining the factors that contribute to missing and murdered Indigenous women and the response from social service organizations, understanding the roles federal, state and tribal jurisdictions play, and improving and implementing robust data collection and reporting methods; and

BC Resolution # \_\_\_\_\_  
Proclamation of May 5th as a Day of Awareness for  
Missing and Murdered Indigenous Women  
(MMIW)  
Page 2 of 2

43 **WHEREAS,** Department of Interior Secretary Deb Haaland created the Missing and Murdered Unit  
44 within the Bureau of Indian Affairs Office of Justice Services to collect and analyze data,  
45 and to collaborate with different law enforcement agencies and governmental agencies;  
46 and  
47

48 **WHEREAS,** we commemorate the lives of missing and murdered American Native and Alaska Native  
49 women and girls whose cases are documented and undocumented in public records and  
50 the media; and demonstrate solidarity with the families of the victims in light of those  
51 tragedies;  
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53 **NOW THEREFORE BE IT RESOLVED,** that the Oneida Business Committee does hereby commemorate  
54 the lives of missing and murdered Indigenous women and girls and proclaim May 5th as a “Day of  
55 Awareness for Missing and Murdered Indigenous Women” on which we mourn and call attention to the  
56 many missing and murdered Native people, as well as those who have experienced violence and assault  
57 and resolve to act to prevent further victimization.

### Oneida Business Committee Agenda Request

Accept the April 5, 2021, regular Finance Committee meeting minutes

1. Meeting Date Requested: 4 / 28 / 21

#### 2. General Information:

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

[Empty text box]

Agenda Header: Standing Committees

Accept as Information only

Action - please describe:

BC to accept the Finance Committee Meeting Minutes of April 5, 2021

#### 3. Supporting Materials

Report  Resolution  Contract

Other:

1. FC E-Poll of the 4/5/21 Minutes

3. [Empty text box]

2. FC Mtg Minutes of 4/5/21

4. [Empty text box]

Business Committee signature required

#### 4. Budget Information

Budgeted - Tribal Contribution  Budgeted - Grant Funded  Unbudgeted

#### 5. Submission

Authorized Sponsor / Liaison: Cristina Danforth, Tribal Treasurer

Primary Requestor: Denise Vigue, Executive Assistant to the CFO /Finance Administration  
Your Name, Title / Dept. or Tribal Member

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.



## ***INTERNAL MEMO***

**TO:** Finance Committee  
**FR:** Denise J. Vigue, Executive Assistant to the CFO &  
Finance Committee Support /Contact  
**DT:** April 5, 2021  
**RE:** E-Poll Results - FC Meeting Minutes of April 5, 2021

---

An E-Poll vote of the Finance Committee was conducted to approve the Finance Committee meeting minutes of Apr. 5, 2021. The E-Poll and minutes were sent out and concluded today. The results of the completed E-Poll are as follows:

**E-POLL RESULTS:**

**There was a Majority of 4 FC members voting to approve the Apr. 5, 2021 Finance Committee Meeting Minutes. FC Members voting included: Larry Barton, Chad Fuss, Kirby Metoxen and Jennifer Webster,**

These Finance Committee Minutes of Apr. 5, 2021 will be placed on the next Finance Committee agenda to acknowledge this E-Poll action. Per the FC By-Laws all Minutes of the FC will be submitted to the Secretary's Office once a month for Council acceptance.

E-Polls of the Finance Committee meeting minutes is part of the FC By-Laws and approval conducted per the FC SOP's on Electronic Voting.

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## FINANCE COMMITTEE

### REGULAR MEETING

April 5, 2021 ▪ Time: 9:00 A.M

Via Microsoft Teams

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### REGULAR MEETING MINUTES –(with corrections)

#### FC MEMBERS PRESENT (Via Teams):

Cristina Danforth, Treasurer/FC Chair  
Jennifer Webster, BC Council Member  
Chad Fuss, Asst. Gaming CFO

Larry Barton, CFO/FC Vice-Chair  
Kirby Metoxen, BC Council Member

**FC MEMBERS EXCUSED:** Patrick Stensloff, Purchasing Director

**OTHERS PRESENT (Via Teams):** David Emerson and Denise J. Vigue, taking notes

**I. CALL TO ORDER:** The FC Regular Meeting was called to order by the FC Chair at 9:00 A.M.

**II. APPROVAL OF AGENDA:** APRIL 5, 2021

Motion by Larry Barton to approve the Apr. 5, 2021 FC Meeting Agenda with XI. directly following V. Seconded by Kirby Metoxen. Motion carried unanimously.

**III. MINUTES:** MARCH 15, 2021 (Approved via E-Poll on 3/15/21)

Motion by Kirby Metoxen to acknowledge the FC E-Poll action taken on Mar. 15, 2021 approving the Mar. 15, 2021 Finance Committee Meeting Minutes. Seconded by Larry Barton Motion carried unanimously.

**IV. TABLED BUSINESS:** None

**V. CAPITAL EXPENDITURES:**

**1. Scientific Games (18) Slot Machines, Bill Validators & Freight Amount: \$371,430.**  
David Emerson, Gaming Slots Dept.

David was present and noted these are their latest purchases to replace old, non-performing and obsolete games; these will be going to the Main Casino and the Mason Street Casino.

Motion by Larry Barton to approve the Gaming Capital Expenditure purchase of eighteen (18) Slot Machines, bill validators and freight cost from Scientific Games in the amount of \$371,430.00. Seconded by Kirby Metoxen. Motion carried unanimously.

**VI. NEW BUSINESS:** None

**VII. COMMUNITY FUND:****Report:****1. Monthly Community Fund Report for April 2021**

Denise J. Vigue, Executive Assistant to the CFO

Motion by Jennifer Webster to approve the Community Fund Update Report for April 2021. Seconded by Chad Fuss. Motion carried unanimously.

**Requests:****1. Equip: Olympic Bar & Weights** **Amount: \$500.**

Requester: Latsiklanunha Hill

Motion by Jennifer Webster to approve from the Community Fund \$500.00 for the exercise equipment request for an Olympic Bar and Weights. Seconded by Kirby Metoxen. Motion carried unanimously.

**2 Y.M.C.A. Camp U-Nah-Li-Ya Registration for daughter** **Amount: \$500.**

Requester: Tonia Skenandore for Alysa

Motion by Jennifer Webster to approve from the Community Fund \$500.00 (each) for Y.M.C.A. Camp U-Nah-Li-Ya Registration for the two daughters of the requester. Seconded by Kirby Metoxen. Motion carried unanimously.

**3 Y.M.C.A. Camp U-Nah-Li-Ya Registration for daughter** **Amount: \$500.**

Requester: Tonya Skenandore for Ava

SEE Motion in CF Req #2.

**4. Equip: Elliptical Machine & Weights** **Amount: \$482.62**

Requester: Vicki Kochan

There is no 10% required match identified from total amount.

Motion by Larry Barton to approve from the Community Fund \$434.36 (request minus 10%) for the exercise equipment request for an Elliptical Machine and Weights. Seconded by Kirby Metoxen. Motion carried unanimously.

**5. Y.M.C.A. Membership fees** **Amount: \$480.**

Requester: Michael Hill

There is no 10% required match identified from total amount

Motion by Larry Barton to approve from the Community Fund \$432.00 (request minus 10%) for Y.M.C.A. Membership fees. Seconded by Kirby Metoxen. Motion carried unanimously.

**6. Equip: Indoor Cycling Bike** **Amount: \$500.**

Requester: Patrick Stensloff

Motion by Jennifer Webster to approve from the Community Fund \$500.00 for the exercise equipment request for an Indoor Cycling Bike. Seconded by Chad Fuss. Larry Barton abstained. Motion carried unanimously.

**7. 920 Elite Boys Basketball fees for son** **Amount: \$500.**

Requester: Luther Laster for Easton

Motion by Jennifer Webster to approve from the Community Fund \$500.00 for the 920 Elite Boys Basketball fees for the son of the requester. Seconded by Chad Fuss. Motion carried unanimously.

**8. Equip: Carbon T7 Treadmill** **Amount: \$500.**

Requester: Nate Ness

Motion by Jennifer Webster to approve from the Community Fund \$500.00 for the exercise equipment request for a Carbon T7 Treadmill. Seconded by Larry Barton. Motion carried unanimously.

**9. AAU Purple Aces Basketball fees for daughter** **Amount: \$500.**

Requester: Timothy Ninham for Imani

Motion by Jennifer Webster to approve from the Community Fund \$500.00 for AAU Purple Aces Basketball fees for the daughter of the requester. Seconded by Kirby Metoxen. Motion carried unanimously.

**10. Equip: Townie 7D Stationary Bike** **Amount: \$500.**

Requester: Maryann Hendricks

No receipt provided as per the criteria, just a quote was provided.

Motion by Jennifer to defer the exercise equipment request until requester submits a receipt. Seconded by Chad Fuss. Kirby Metoxen abstained. Motion carried.

**11. 920 Elite Boys Basketball fees for son** **Amount: \$500.**

Requester: Diane Caldwell for Javon

Motion by Jennifer Webster to approve from the Community Fund \$500.00 for the 920 Elite Boys Basketball fees for the son of the requester. Seconded by Larry Barton. Motion carried unanimously.

**12. 920 Elite Boys Basketball fees for grandson** **Amount: \$500.**

Requester: Doreen Zayas for Alexander

Motion by Jennifer Webster to approve from the Community Fund \$500.00 for the 920 Elite Boys Basketball fees for the son of the requester. Seconded by Kirby Metoxen. Motion carried unanimously.

**13. Youth Soccer Club fees for son** **Amount: \$60.**

Requester: Elizabeth Webster for Oliver

The CF does not cover late fees.

Motion by Larry Barton to approve from the Community Fund \$50.00 for Youth Soccer Club fee only for the son of the requester. Seconded by Chad Fuss. Jennifer Webster abstained. Motion carried.

**14. Youth Soccer Club fees for daughter** **Amount: \$60.**

Requester: Elizabeth Webster for Ralieha

The CF does not cover late or service fees.

Motion by Larry Barton to approve from the Community Fund \$50.00 for Youth Soccer Club fee only for the daughter of the requester. Seconded by Kirby Metoxen. Jennifer Webster abstained. Motion carried.

**15. Equip: Horizon Oxford Rower** **Amount: \$500.**

Requester: Tonya Webster

Motion by Jennifer Webster to approve from the Community Fund \$500.00 for the exercise equipment request for a Horizon Oxford Rower. Seconded by Chad Fuss. Motion carried unanimously.

**16. Y.M.C.A. Membership fee** **Amount: \$350.**

Requester: Carol Silva

Motion by Larry Barton to approve from the Community Fund \$350.00 for the Y.M.C.A. membership fee. Seconded by Jennifer Webster. Motion carried unanimously.

**17. Equip: Treadmill** **Amount: \$500.**

Requester: Diana Hernandez

Motion by Jennifer Webster to approve from the Community Fund \$500.00 for the exercise equipment request for a Treadmill. Seconded by Kirby Metoxen. Motion Withdrawn.

After a closer look at the receipt, equipment was not purchased.

Motion by Larry Barton to defer the exercise equipment request until requester submits a receipt. Seconded by Jennifer Webster. Motion carried unanimously.

**18. Green Bay Metro Hoops Registration for daughter** **Amount: \$425.**

Requester: Matthew Ninham for Vivien

Motion by Jennifer Webster to approve from the Community Fund \$425.00 for the Green Bay Metro Hoops registration for the daughter of the requester. Seconded by Kirby Metoxen. Motion carried unanimously.

**19. Youth Golf Tournament Registration Fees** **Amount: \$500.**

Requester: Jamozzy Skenandore

Motion by Jennifer Webster to approve from the Community Fund \$500.00 for the Youth Golf Tournament registration fees. Seconded by Larry Barton. Motion carried unanimously.

**20. Green Bay Metro Hoops Registration for daughter** **Amount: \$350.**

Requester: Marquez Danforth for Mataya

Motion by Kirby Metoxen to approve from the Community Fund \$350.00 for the Green Bay Metro Hoops registration for the daughter of the requester. Seconded by Chad Fuss. Motion carried unanimously.

**21. East River Pop Warner Football fee for son** **Amount: \$90.**

Requester: Marques Danforth for Marques Jr.

Motion by Jennifer Webster to approve from the Community Fund \$90.00 for the East River Pop Warner Football fee for the son of the requester. Seconded by Kirby Metoxen. Motion carried unanimously.

**22. Equip: Bike** **Amount: \$500.**

Requester: Brandy John

There is no 10% required match from total amount.

Motion by Jennifer Webster to approve from the Community Fund \$450.00 (cost minus 10%) for the exercise equipment request for a bike. Seconded by Kirby Metoxen. Motion carried unanimously.

**23. Equip: Hybrid Bike** **Amount: \$369.99**

Requester: Shawn Skenandore

There is no 10% required match from total amount

Motion by Jennifer Webster to approve from the Community Fund \$333.00 (cost minus 10%) for the exercise equipment request for a hybrid bike. Seconded by Larry Barton. Motion carried unanimously.

**24. Equip: Peloton Bike** **Amount: \$500.**

Requester: Jacob Doxtator

Motion by Jennifer Webster to approve from the Community Fund \$500.00 for the exercise equipment request for a Peloton Bike. Seconded by Larry Barton. Motion carried unanimously.

**25. Monthly Lunch for Oneida Hymn Singers** **Amount: \$750.**

Requester: Edna Cornelius-Grosskoph

Motion by Larry Barton to approve from the Community Fund \$750.00 for lunch costs for the Oneida Hymn Singers noting the end of the fiscal year is Sept. 30, 2021 and all unused funds on 9/30/21 must be returned to the Community Fund. Seconded by Jennifer Webster. Motion carried unanimously.

**26. Equip: Recumbent Bike** **Amount: \$448.36**

Requester: Michelle Cottrell

There is no 10% required match from total amount

Motion by Jennifer Webster to approve from the Community Fund \$403.52 for the exercise equipment request for a Recumbent Bike. Seconded by Larry Barton. Motion carried unanimously.

**27. All that Dance class fees for daughter** **Amount: \$400.**

Requester: Janice Yglesias for Shaya

Can only provide funds for tuition, clothes excluded.

Motion by Jennifer Webster to approve from the Community Fund \$253.44 (tuition only) for All that Dance class fees for the daughter of the requester. Seconded by Larry Barton. Motion carried unanimously.

**28. Green Bay Metro Basketball fees for daughter** **Amount: \$375.**

Requester: Brandy John for Autumn

Motion by Jennifer Webster to approve from the Community Fund \$375.00 each, for Green Bay Metro Basketball fees for the two daughters of the requester. Seconded by Kirby Metoxen. Motion carried unanimously.

**29. Metro Basketball fees for daughter** **Amount: \$375.**

Requester: Brandy John for Jaelyn

SEE Motion in CF Request #28.

**30. Equip: ProForm Treadmill** **Amount: \$500.**

Requester: Isaiah A. Smith

Motion by Jennifer Webster to approve from the Community Fund \$500.00 for the exercise equipment request for a ProForm Treadmill. Seconded by Kirby Metoxen. Motion carried unanimously.

**31. Equip: Indoor Cycling Bike & Weights** **Amount: \$446.30**

Requestor: Don Doxtator

Motion by Jennifer Webster to approve from the Community Fund \$446.30 for the exercise equipment request for an Indoor Cycling Bike and Weights. Seconded by Kirby Metoxen. Motion carried unanimously.

**32. Equip: Treadmill** **Amount: \$500.**

Requester: Paula Fish

Motion by Jennifer Webster to approve from the Community Fund \$500.00 for the exercise equipment request for a Treadmill. Seconded by Larry Barton. Motion carried unanimously.

**33. Equip: Used Horizon Peak Trainer** **Amount: \$500.**

Requester: Delia Smith

Actual cost is \$499.99 and there is no 10% required match from total amount.

Motion by Jennifer Webster to approve from the Community Fund \$450.00 (request minus 10%) for the exercise equipment request for a Used Horizon Peak Trainer.

Seconded by Kirby Metoxen. Motion carried unanimously.

**34. Kroc Center Gymnastics Registration for son** **Amount: \$135.**

Requester: Andrew Doxtater for Amos

Motion by Larry Barton to approve from the Community Fund \$135.00 for the Kroc Center Gymnastics Registration for son of the requester. Seconded by Jennifer Webster. Chad Fuss abstained. Motion carried.

**35. Equip: Inspire Bike** **Amount: \$500.**

Requester: Mercie Danforth

Motion by Jennifer Webster to approve from the Community Fund \$500.00 for the exercise equipment request for an Inspire Bike. Seconded by Kirby Metoxen. Motion carried unanimously.

**36. Equip: Recumbent Bike** **Amount: \$500.**

Requester: Bruce Danforth

Motion by Jennifer Webster to approve from the Community Fund \$500.00 for the exercise equipment request for a recumbent bike. Seconded by Chad Fuss. Motion carried unanimously.

**37. Equip: Bike** **Amount: \$468.**

Requester: Phillip Wisneski

Motion by Jennifer Webster to approve from the Community Fund \$468.00 for the exercise equipment request for a bike. Seconded by Chad Fuss. Motion carried unanimously.

**38. Equip: Horizon Treadmill** **Amount: \$500.**

Requester: Brooke Doxtator

Motion by Jennifer Webster to approve from the Community Fund \$500.00 for the exercise equipment request for a Horizon Treadmill. Seconded by Kirby Metoxen. Motion carried unanimously.

**VIII. EXECUTIVE SESSION:** None

**IX. ADMINISTRATIVE /INTERNAL:** None

**X. FOLLOW UP:** None

**Note: FYI items were reviews directly following V. Capital Expenditures**

**XI. FOR INFORMATION ONLY:**

**1. Aristocrat – (4) Cash Express-20% of Net Win**

David Emerson, Gaming Slots Dept.

Motion by Jennifer Webster to accept the Aristocrat – (4) Cash Express-20% of Net Win submission as FYI. Seconded by Larry Barton. Motion carried unanimously.

**2. Aristocrat – (4) Dollar Storm WAP, 2.5% Coin In**

David Emerson, Gaming Slots Dept.

Motion by Kirby Metoxen to accept the Aristocrat – (4) Dollar Storm WAP, 2.5% Coin In submission as FYI. Seconded by Larry Barton. Motion carried unanimously.

**3. Aristocrat – (4) Dragon Link, 20% of Net Win**

David Emerson, Gaming Slots Dept.

Motion by Jennifer Webster to accept the Aristocrat – (4) Dragon Link, 20% of Net Win submission as FYI. Seconded by Kirby Metoxen. Motion carried unanimously.

**4. AGS – (6) Orion Portrait Cabinet Lease Games**

David Emerson, Gaming Slots Dept.

Motion by Jennifer Webster to accept the AGS – (6) Orion Portrait Cabinet Lease Games submission as FYI. Seconded by Larry Barton. Motion carried unanimously.

**XII. ADJOURN:** Motion by Chad Fuss to adjourn. Seconded by Larry Barton. Motion carried unanimously. Time: 9:57 A.M.

Minutes submitted by:

Denise J. Vigue, Executive Assistant to the CFO  
& Finance Committee Contact/Recording Secretary

*Finance Committee Approval Date of Minutes via E-Poll:* April 5, 2021

### Oneida Business Committee Agenda Request

Accept the April 19, 2021, regular Finance Committee meeting minutes

1. Meeting Date Requested: 4 / 28 / 21

#### 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: Denise Vigue, Executive Assistant to the CFO /Finance Administration  
Your Name, Title / Dept. or Tribal Member

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.



## ***INTERNAL MEMO***

**TO:** Finance Committee  
**FR:** Denise J. Vigue, Executive Assistant to the CFO &  
Finance Committee Support /Contact  
**DT:** April 19, 2021  
**RE:** E-Poll Results - FC Meeting Minutes of April 19, 2021

---

An E-Poll vote of the Finance Committee was conducted to approve the Finance Committee meeting minutes of Apr. 19, 2021. The E-Poll and minutes were sent out and concluded today. The results of the completed E-Poll are as follows:

**E-POLL RESULTS:**

**There was a Majority of 5 FC members voting to approve the Apr. 19, 2021 Finance Committee Meeting Minutes. FC Members voting included: Larry Barton, Jennifer Webster, Kirby Metoxen, Patrick Stensloff, and Chad Fuss**

These Finance Committee Minutes of Apr. 19, 2021 will be placed on the next Finance Committee agenda to acknowledge this E-Poll action. Per the FC By-Laws all Minutes of the FC will be submitted to the Secretary's Office once a month for Council acceptance.

E-Polls of the Finance Committee meeting minutes is part of the FC By-Laws and approval conducted per the FC SOP's on Electronic Voting.

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## FINANCE COMMITTEE

### REGULAR MEETING

APRIL 19, 2021 ▪ Time: 9:00 A.M

Via Microsoft Teams

## REGULAR MEETING MINUTES

### FC MEMBERS PRESENT (Via Teams):

Cristina Danforth, Treasurer/FC Chair  
 Jennifer Webster, BC Council Member  
 Chad Fuss, Asst. Gaming CFO

Larry Barton, CFO/FC Vice-Chair  
 Kirby Metoxen, BC Council Member  
 Patrick Stensloff, Purchasing Director

**OTHERS PRESENT (Via Teams):** Anthony Romandine; Sherry Mousseau; Diana Hernandez; David Emerson; James Bittorf and Denise J. Vigue, taking minutes

**I. CALL TO ORDER:** The FC Meeting was called to order by the FC Chair at 9:00 A.M.

**II. APPROVAL OF AGENDA:** APRIL 19, 2021

Motion by Jennifer Webster to approve the Apr. 19, 2021 FC Meeting Agenda. Seconded by Larry Barton Motion carried unanimously.

**III. FC MINUTES:** APRIL 5, 2021 (Approved via E-Poll on 4/5/21):

Motion by Patrick Stensloff to acknowledge the FC E-Poll action taken on Apr. 5, 2021 to approve the corrected Apr. 5, 2021 Finance Committee Meeting Minutes. Seconded by Jennifer Webster. Motion carried unanimously.

**IV. TABLED BUSINESS:**

Motion by Larry Barton to remove items #1 from the table for discussion (deferred item from the 4/5/21 FC meeting). Seconded by Jennifer Webster. Motion carried unanimously.

**1. CF-Equip: Townie 7D EA Step** **Amount: \$500.**

Requester: Maryann Hendricks

Receipt requested and submitted.

Motion by Jennifer Webster to approve from the Community Fund \$500.00 for the exercise equipment request for a Townie 7D EQ Step. Seconded by Patrick Stensloff. Kirby Metoxen abstained. Motion carried.

Motion by Larry Barton to remove items #2 from the table for discussion (deferred item from the 4/5/21 FC meeting). Seconded by Jennifer Webster. Motion carried unanimously.

**2. CF-Equip: Treadmill**

**Amount: \$500.**

Requester: Diana Hernandez

Receipt requested and submitted

Motion by Jennifer Webster to approve from the Community Fund \$500.00 for the exercise equipment request for a Treadmill. Seconded by Kirby Metoxen. Motion carried unanimously.

**V. CAPITAL EXPENDITURES:**

**1. Camera Corner/ACP Creative**

**Amount: \$55,264.51**

Sharon Mousseau, ONES

There were several concerns raised regarding the irregularities of the bidding process and no approval from the granting agency for these sole source purchases. It was explained this is phase two & three of a project started last year; getting interactive boards into the middle school and High School; MIS working with the school but not in this meeting to answer additional questions. The bidding process, the procurement manual stipulations as well as training for staff were discussed at length. The school staff will work to obtain the additional information for the next meeting.

Motion by Jennifer Webster to defer the ONES Capital Expenditure requests #1 - #3 for two weeks until all the follow up information is submitted. Seconded by Chad Fuss. Motion carried unanimously.

**2. Camera Corner/ACP Creative**

**Amount: \$37,487.06**

Sharon Mousseau, ONES

- SEE Motion in CapEx Req. #1.

**3. Camera Corner/ACP Creative**

**Amount: \$161,147.**

Sharon Mousseau, ONES

- SEE Motion in CapEx Req. #1.

**VI. NEW BUSINESS:**

**1. FY21 Blkt PO - ARISTOCRAT**

**Amount: \$650,000.**

David Emerson, Gaming Slots Dept.

David explained this and the following request are blankets for lease game payments that cover Gaming Slots through FY2021.

Motion by Larry Barton to approve the FY21 Blanket Purchase Order request with Aristocrat for Lease games/participation in the amount of \$650,000.00. Seconded by Patrick Stensloff. Motion carried unanimously.

**2. FY21 Blkt PO – ARISTOCRAT (WAP) Amount: \$875,000.**

David Emerson, Gaming Slots Dept.

Motion by Patrick Stensloff to approve the FY21 Blanket Purchase Order request with Aristocrat for Wide Area Progressive slot lease games in the amount of \$875,000.00. Seconded by Jennifer Webster. Motion carried unanimously.

**VII. DONATIONS:****Report:****1. Monthly Donation Report for April 2021**

Denise J. Vigue, Executive Assistant to the CFO  
& Finance Committee Contact /Support

Motion by Jennifer Webster to accept the Donation Update Report for April 2021. Seconded by Kirby Metoxen. Motion carried unanimously.

**Requests:** None

**VIII. EXECUTIVE SESSION:****1. Contract #2016-0912 – P. O. Increase**

James Bittorf, Oneida Law Office

Motion by Chad Fuss to Move into Executive Session. Seconded by Jennifer Webster. Motion Carried Unanimously. Time: 9:25 A.M.

Motion by Larry Barton to Come out of Executive Session. Seconded by Jennifer Webster. Motion Carried unanimously. Time: 9:30 A.M.

Motion by Jennifer Webster to approve Purchase Order increase for Contract #2016-0912 in the amount as specified. Seconded by Patrick Stensloff. Motion carried unanimously.

**IX. ADMINISTRATIVE /INTERNAL:** None

**X. FOLLOW UP:** None

**XI. FOR INFORMATION ONLY:** None

**XII. ADJOURN:** Motion by Larry Barton to adjourn. Seconded by Kirby Metoxen Motion carried unanimously. Time: 9:33 A.M.

Minutes submitted by:

Denise J. Vigue, Executive Assistant to the CFO  
& Finance Committee Contact/Recording Secretary

*Finance Committee Approval Date of Minutes via E-Poll:* April 19, 2021

### Oneida Business Committee Agenda Request

Accept the April 7, 2021, regular Legislative Operating Committee meeting minutes

1. Meeting Date Requested: 4 / 28 / 21

#### 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 April 7, 2021 Legislative Operating Committee meeting minutes.

#### 3. Supporting Materials

Report  Resolution  Contract

Other:

1. <input type="text" value="4/7/21 LOC Meeting Minutes"/>	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/Submitter: Clorissa N. Santiago, LRO Senior Staff Attorney  
Your Name, Title / Dept. or Tribal Member

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.



**LEGISLATIVE OPERATING COMMITTEE MEETING MINUTES**  
 Oneida Business Committee Conference Room-2<sup>nd</sup> Floor Norbert Hill Center  
 April 7, 2021  
 9:00 a.m.

**Present:** David P. Jordan, Kirby Metoxen Jennifer Webster, Marie Summers, Daniel Guzman King

**Others Present:** Clorissa N. Santiago, Kristen Hooker, Kristal Hill, Aliskwet Ellis

**I. Call to Order and Approval of the Agenda**

David P. Jordan called the April 7, 2021, Legislative Operating Committee meeting to order at 9:00 a.m.

Motion by Jennifer Webster to adopt the agenda as is; seconded by Marie Summers. Motion carried unanimously.

**II. Minutes to be Approved**

**1. March 3, 2021 LOC Meeting Minutes**

Motion by Kirby Metoxen to approve the March 3, 2021 LOC meeting minutes and forward to the Business Committee for consideration; seconded by Jennifer Webster. Motion carried unanimously.

**III. Current Business**

**1. Audit Committee Bylaws Amendments**

Motion by Jennifer Webster to accept the Audit Committee bylaws amendments with the three noted changes and forward the bylaws to the Oneida Business Committee for consideration; seconded by Marie Summers. Motion carried unanimously.

**IV. New Submissions**

**1. Election Law Emergency Amendments**

Motion by Jennifer Webster to add the Election law emergency amendments to the Active Files List with Marie Summers as the sponsor; seconded by Marie Summers. Motion carried unanimously.

**V. Additions**

**VI. Administrative Items**

**VII. Executive Session**

**VIII. Adjourn**

Motion by Daniel Guzman King to adjourn at 9:12 a.m.; seconded by Marie Summers. Motion carried unanimously.



### Oneida Business Committee Agenda Request

Adopt the Pardon and Forgiveness Screening Committee bylaws amendments

1. Meeting Date Requested: 4 / 28 / 21

#### 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 Amendments to the Pardon and Forgiveness Screening Committee's Bylaws

#### 3. Supporting Materials

Report  Resolution  Contract

Other:

1. <input type="text" value="Adoption Packet"/>	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/Submitter:   
Your Name, Title / Dept. or Tribal Member

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.

**\*\*HANDOUT\*\***

## Pardon and Forgiveness Screening Committee Bylaws Amendments Legislative Analysis

### SECTION 1. EXECUTIVE SUMMARY

<i>Analysis by the Legislative Reference Office</i>	
Intent of the Bylaws	<ul style="list-style-type: none"> <li>▪ To comply with the April 14, 2021 directive of the Oneida Business Committee (“OBC”) to have the Legislative Operating Committee develop amendments to section 1-5(a) of the Pardon and Forgiveness Screening Committee’s bylaws which will ensure that the alternates, as identified in section 1-5(a)(1)(A)-(C) of the bylaws, can contribute to the establishment of the three (3) member quorum requirement set forth in section 3-5 of the bylaws to the same degree as the members of the Pardon and Forgiveness Screening Committee (“PFSC”).</li> <li>▪ To update the PFSC’s bylaws to conform and comply with the most recent amendments to the Boards, Committees and Commissions law, which were adopted by the OBC through resolution BC-08-12-20-B.</li> </ul>
Purpose	<ul style="list-style-type: none"> <li>▪ The PFSC was created pursuant to the Nation’s Pardon and Forgiveness law (“Law”) for purposes of carrying out certain provisions of the Law by:               <ul style="list-style-type: none"> <li>• creating internal standard operating procedures necessary to govern its proceedings [1 O.C. 126.4-2(a)];</li> <li>• reviewing and processing applications for a pardon or forgiveness in an orderly and expeditious manner [1 O.C. 126.4-2(b)];</li> <li>• reviewing an applicant’s background investigation report received from the Oneida Human Resources Department [1 O.C. 126.4-2(c)];</li> <li>• conducting and presiding over hearings [1 O.C. 126.4-2(d)];</li> <li>• providing formal, written recommendations to the OBC to approve or deny a pardon and/or forgiveness application [1 O.C. 126.4-2(e)]; and</li> <li>• taking other actions reasonably related to the purpose of the PFSC [1 O.C. 126.4-2(f)].</li> </ul> </li> </ul>
Related Legislation	Oneida Nation Constitution; Legislative Procedures Act; Pardon and Forgiveness law; Boards, Committees and Commissions law; and Open Records Open Meetings law.
Enforcement/Due Process	The Boards, Committees and Commissions law provides the enforcement process for appointed members. Members of the PFSC serve at the discretion of the OBC. Upon the recommendation of a member of the OBC or by majority vote of the PFSC, a member of the PFSC may have his or her appointment terminated by the OBC. A two-thirds majority vote of the OBC shall be required to terminate the appointment of an individual. The OBC’s decision to terminate an appointment is final and not subject to appeal. [1 O.C. 105.7-4].
Public Meeting	Public meetings are not required for bylaws.
Fiscal Impact	A fiscal impact statement is not required for bylaws.

## 1 SECTION 2. BACKGROUND

- 2 A. The PFSC was originally established pursuant to the Oneida Pardon Ordinance, through adoption of  
3 resolution BC-07-31-02-A.
- 4 B. The Oneida Pardon Ordinance was later repealed and replaced with the Pardon and Forgiveness law,  
5 which was adopted and subsequently amended, respectively, by resolutions BC-05-25-11-A and BC-  
6 01-22-14-B.
- 7 C. Emergency amendments to the Law are being brought before the OBC, simultaneous herewith, to allow  
8 for hearings on applications for a pardon or forgiveness to be conducted virtually, instead of just in-  
9 person as is currently the only option authorized under the Law.
- 10 D. Bylaws provide a framework for the operation and management of a board, committee or commission  
11 of the Nation; the government of its members, and the regulation of its affairs. [1 O.C. 105.3-1(d)].
- 12 E. This item came before the Legislative Operating Committee (“LOC”) per motion of the OBC on April  
13 14, 2021, which directed the LOC to develop amendments to section 1-5(a) of the PFSC’s bylaws to  
14 allow for the alternates, identified in subsection 1-5(a)(1), to contribute to the establishment of the three  
15 (3) member quorum requirement set forth in section 3-5 of the bylaws to the same degree as a PFSC  
16 member.

## 18 SECTION 3. AMENDMENTS

19 This section details the material changes to the bylaws from the previously adopted bylaws.

### 20 A. Article I. Authority

- 21 ▪ **Section 1-5(a) – Number of Members.** Per directive of the OBC, the following was added to this  
22 section to make clear that the four (4) alternates, appointed to sit on the PFSC, are considered  
23 members of the PFSC to the same extent as their member counter-parts, especially when it comes  
24 to establishing a quorum under section 3-5 of the PFSC bylaws:

- 25  
26 (1) Unless otherwise stated herein, the four (4) alternates shall be considered  
27 members of the PFSC, with the same responsibilities and powers as PFSC  
28 members, including, but not limited to, the ability to create a quorum and  
29 vote under sections 3-5 and 3-7, below.

- 30 (A) For purposes hereof and absent an express statement to the contrary,  
31 the term “member(s)” shall refer collectively to PFSC members and  
32 alternates. [Proposed Bylaws 1-5(a)(1)(A)].

- 33  
34 ○ **Impact:** As currently written, this section may have been capable of being interpreted  
35 inconsistently. For example, one reader may have interpreted this section to mean that PFSC  
36 alternates had lesser duties or powers than their member counter-parts, while another reader  
37 may have interpreted it in an opposite way. The proposed language will now make clear that  
38 alternates should be treated as members, unless the bylaws expressly state otherwise, and  
39 thus, should be counted for purposes of establishing a quorum under section 3-5 and can vote  
40 with the same weight as a member under section 3-7 of the bylaws.

- 41  
42 ▪ **Section 1-5(c) – Vacancies.** In August of 2020, amendments to the Boards, Committees and  
43 Commissions law were adopted through resolution BC-08-12-20-B. This included an amendment  
44 to section 105.7-1 regarding the involvement of a board, committee or commission in the  
45 appointment of individuals to fill vacancies. As amended, the relevant portion of the section now  
46 reads:

- 47 (1) The entity’s Chairperson may review the application materials and submit  
48 to the Business Committee Support Office a recommendation to the Oneida  
49 Business Committee of an applicant for appointment.

- 50 (A) The recommendation shall be submitted to the Business Committee

51 Support Office in accordance with the submission deadlines for the  
 52 Oneida Business Committee meeting in which the appointment is  
 53 intended to be made. [1 O.C. 105.7-1(b)(1)(A)].  
 54

55 Section 1-5(c) of the PFSC's bylaws was updated to conform to the requirements of the Boards,  
 56 Committees and Commissions law for an entity to participate in the appointment of candidates  
 57 to fill vacancies.  
 58

#### 59 B. Article II. Officers

60 ▪ **Section 2-5 – Purchases and Travel.** This section of the proposed bylaws amendments was  
 61 updated to conform to the most recent amendments to the Boards, Committees and Commissions  
 62 law, which expanded the budgetary sign-off authority of the Business Committee Support Office  
 63 over an entity's purchases from just purchases relating to stipends, travel per diem and business  
 64 expense reimbursements to all budgetary purchases. [1 O.C. 105.10-3(b)(6)].  
 65

#### 66 C. Article III. Meetings

67 ▪ **Sections 3-1 and 3-2 – Regular and Emergency Meetings.** This section of the proposed bylaws  
 68 amendments was updated to conform to the most recent amendments to the Boards, Committees  
 69 and Commissions law, which now allows for meetings of an entity to be held in-person or  
 70 virtually, so long as virtual attendance is demonstrated in accordance with the process set forth  
 71 therein. [1 O.C. 105.13-3]. Both sections 3-1 and 3-2 had the following language added to it:  
 72

73 Meetings of the PFSC may be held/attended in person, by telephone, through  
 74 video-conferencing or through other telecommunications so long as presence  
 75 of each member is demonstrated consistent with the Boards, Committees and  
 76 Commissions law. [Proposed Bylaws 3-1(a) and 3-2].  
 77

78 ○ **Impact:** With the onset of the COVID-19 pandemic, the Nation was forced to adjust many of  
 79 its customary practices, including the manner in which it holds meetings by hosting them  
 80 virtually or with very little access to the public. This provision allows similar flexibility to  
 81 the PFSC by allowing for the same so long as the following occurs in compliance with the  
 82 Boards, Committees and Commissions law:

- 83 (1) The PFSC demonstrates the presence of its members during a meeting by taking roll  
 84 call on the record at both the beginning and end of the meeting; and  
 85 (2) If a PFSC member experiences a technological issue during the meeting and it disrupts  
 86 the member's presence, he or she notifies the PFSC of the technological issue as soon  
 87 as possible. [1 O.C. 105.13-3(c)-(d)].  
 88

89 **D. Minor Changes:** Throughout the proposed bylaws amendments, there are minor revisions noted, which  
 90 were added for clarity and to ensure conformance with the most recent version of the Nation's Boards,  
 91 Committees and Commissions law.  
 92

### 93 SECTION 4. LEGISLATION RELATED TO THE PFSC

94 There are no conflicts between the proposed bylaws amendments and the Oneida Code of Laws. Below is  
 95 a summary of the laws referenced in and related to the proposed amendments to the Pardon and Forgiveness  
 96 Screening Committee's bylaws.  
 97

98 **A. Oneida Nation Constitution.** The Constitution of the Oneida Nation contains a provision that allows  
 99 for the creation of committees for the proper conduct of tribal business of the Nation. [Oneida Nation

100 *Constitution, Article IV, Section 1(g)].* There are no conflicts between the proposed bylaws amendments  
 101 and the Oneida Nation Constitution.  
 102

103 **B. Pardon and Forgiveness [1 O.C. Chapter 126].** This Law defines the duties and responsibilities of the  
 104 PFSC, OBC, Oneida Nation Secretary's Office, and other persons involved in the granting or denial of  
 105 a pardon or forgiveness thereunder. The PFSC's bylaws incorporate the powers and responsibilities  
 106 delegated the PFSC under the Law. With respect to hearings on applications for a pardon or forgiveness,  
 107 the PFSC's bylaws simply state that said hearings will be conducted in accordance with the Law.  
 108 [*Proposed Bylaws 3-4*]. This will allow for adjustments to be made when and if the Law is amended  
 109 with respect to the hearing process without the PFSC having to submit further amendments to its bylaws  
 110 for OBC consideration. The proposed bylaws amendments comply and are not in conflict with the  
 111 Nation's Pardon and Forgiveness law.  
 112

113 **C. Boards, Committees and Commissions [1 O.C. Chapter 105].** This law establishes all requirements  
 114 related to elected and appointed boards, committees and commissions of the Nation. In addition, it  
 115 governs the process for appointing and/or electing individuals to boards, committees and commissions;  
 116 the creation of bylaws; the maintenance of official records; compensation and other items related to  
 117 boards, committees and commissions governed thereby.  
 118

119 The minimal requirements for what must be addressed in an entity's bylaws is contained in the Boards,  
 120 Committees and Commissions law. [*1 O.C. 105.10-1*]. Likewise, there is a requirement that all existing  
 121 entities of the Nation comply with the format detailed in the Boards, Committees and Commissions law  
 122 within a reasonable timeframe after the law or amendments to the law are adopted. [*1 O.C. 105.10-*  
 123 *1(a)*]. As indicated above, the Boards, Committees and Commissions law was last amended in August  
 124 of 2020. In addition to addressing the directive of the Oneida Business Committee with respect to the  
 125 characterization of alternates, the proposed bylaws amendments also update the sections that are in  
 126 need of revision to comply with the Boards, Committees and Commissions law. The proposed bylaws  
 127 amendments comply and are not in conflict with the Nation's Boards, Committees and Commissions  
 128 law.  
 129

130 **D. Open Records and Open Meetings [1 O.C. Chapter 107].** This law sets the requirements for how  
 131 meetings of the Nation's governmental bodies shall be conducted and how materials from that meeting  
 132 maintained, as well as made available to the public. [*1 O.C. 107.1 and 107.12*]. "Governmental bodies"  
 133 encompasses most of the Nation's boards, committees and commissions, the PFSC included. [*1 O.C.*  
 134 *107.31(d)*].  
 135

136 Absent an exception, meetings of a governmental body are to be open to the public and the materials  
 137 therefrom available for public inspection so long as they constitute a "record" as defined within the  
 138 law. [*1 O.C. 107.15 and 107.17*]. In addition, the law provides the minimum requirements for how  
 139 notice of a governmental meeting must be provided, as well as accessible, to the public. [*1 O.C. 107.15-*  
 140 *1*]. PFSC meetings are open to the public except for the portions of the meeting that meet the exceptions  
 141 listed in the Open Records and Open Meetings law for when information is of a personal or sensitive  
 142 nature, and thus, the public interest in accessing the information is outweighed by the harm that could  
 143 be caused to the subject of the information. [*Proposed Bylaws 3-1*]. Meeting packets and backup  
 144 materials are available to all PFSC members [*Proposed Bylaws 3-1(c)*], consistent with the Open  
 145 Records and Open Meetings law which states that any requestor has the right to make or receive a copy  
 146 of a public record [*1 O.C. 107.7-2*], as well as the Pardon and Forgiveness law which requires that  
 147 PFSC hearings be open to the public, while deliberations and recommendations relating to those  
 148 hearings are allowed to be held in executive session, outside of the public's presence [*1 O.C. 126.3-*

149        *I(j)*. The proposed bylaws amendments comply and are not in conflict with the Nation's Open Records  
150        and Open Meetings law.

**\*\*HANDOUT\*\***

**PARDON AND FORGIVENESS SCREENING COMMITTEE BYLAWS**

**Article I. Authority**

1-1. *Name.* The name of this entity shall be the Pardon and Forgiveness Screening Committee and may hereinafter be referred to as the "PFSC."

1-2. *Establishment.* The PFSC was originally established by the Oneida Pardon Ordinance \_\_\_\_\_ through adoption of resolution BC-07-31-02-A, which was repealed by and \_\_\_\_\_ replaced with the Pardon and Forgiveness law, ~~through adoption of \_\_\_\_\_~~ as adopted by resolution BC-05-25-11-A ~~as, subsequently~~ amended by resolution BC-01-22-14-B, ~~and emergency amended by resolution BC- - - -~~.

1-3. *Authority.*

(a) *Purpose.* The purpose of the PFSC is to provide a fair, efficient and formal process for considering ~~pardons and requests for a pardon or~~ forgiveness by:

- (1) Promulgating internal standard operating procedures necessary to govern its proceedings;
- (2) Reviewing and processing applications for a pardon or forgiveness in an orderly and expeditious manner;
- (3) Reviewing an applicant's background investigation report received from the Oneida Human Resources Department;
- (4) Conducting and presiding over hearings to obtain a pardon or forgiveness from the Nation;
- (5) Providing formal, written recommendations to the Oneida Business Committee to approve or deny a pardon or forgiveness application;
- (6) Taking other actions reasonably related to the purpose of the PFSC; and
- (7) Carrying out all other powers and duties delegated by the laws of the Nation, including, but not limited to, the Pardon and Forgiveness law.

(b) The PFSC does not:

- (1) Have authority to enter into contracts; or
- (2) Have authority to create policy or legislative rules.

1-4. *Office.* The Official mailing address of the PFSC shall be:  
Pardon and Forgiveness Screening Committee  
P.O. Box 365  
Oneida, WI 54155

1-5. *Membership.*

~~(a)~~ ~~\_\_\_\_\_~~ ~~(a)~~ *Number of Members.* The PFSC shall consist of four (4) members and four \_\_\_\_\_ (4) alternates from three (3) representative

46 areas who shall serve a term \_\_\_\_\_ consistent with that of  
 47 the Oneida Business Committee's term of office.

48 (1) \_\_\_\_\_ ~~(4) Unless otherwise stated herein, the four (4)~~  
 49 ~~alternates shall be considered members of the PFSC, with the same~~  
 50 ~~responsibilities and powers as PFSC members, including, but not~~  
 51 ~~limited to, the ability to create a quorum and vote under sections 3-~~  
 52 ~~5 and 3-7, below.~~

53 (A) \_\_\_\_\_ ~~For purposes hereof and absent an express statement to the~~  
 54 ~~contrary, the term "member(s)" shall refer collectively to~~  
 55 ~~PFSC members and alternates.~~

56 \_\_\_\_\_ (2) The three (3) representative areas shall be made up of:

57 (A) One (1) member and one (1) alternate representative from  
 58 the Oneida Police Department;

59 (B) One (1) member and one (1) alternate representative from  
 60 the Oneida Social Services Department; and

61 (C) Two (2) member and two (2) alternate representatives from  
 62 the community-at-large.

63 (i) One (1) member and one (1) alternate representative  
 64 of the community-at-large shall be an elder of fifty-  
 65 five (55) years of age or older; and

66 (ii) One (1) member and one (1) alternate representative  
 67 of the community-at-large shall be twenty-five (25)  
 68 years of age or older.

69 \_\_\_\_\_ (b) *Appointment.* PFSC members ~~and alternates~~ shall be appointed by  
 70 the \_\_\_\_\_ Oneida Business Committee in accordance  
 71 with the Boards, Committees \_\_\_\_\_ and Commissions law. Each  
 72 member ~~and alternate~~ shall remain in office as \_\_\_\_\_ follows:

73 (1) If his or her term has expired, until a successor has been sworn in by  
 74 the Oneida Business Committee;

75 (2) Until his or her resignation; or

76 \_\_\_\_\_ (A) A member ~~or alternate~~ may resign  
 77 any time verbally at a \_\_\_\_\_

78 \_\_\_\_\_ meeting or by delivering written notice to the ~~Oneida~~  
 79 \_\_\_\_\_ Business Committee Support

80 Office and PFSC Chairperson \_\_\_\_\_

81 \_\_\_\_\_ or the Chairperson's designee. The resignation is  
 82 effective \_\_\_\_\_ upon

83 acceptance by motion of a member's ~~or alternate's~~  
 84 \_\_\_\_\_ verbal resignation or upon

85 delivery of the written notices.

86 (3) Until his or her appointment is terminated in accordance with the  
 87 Boards, Committees and Commissions law.

88 (c) *Vacancies.* Vacancies for any reason, whether caused by term expiration,  
 89 death, termination or resignation, shall be filled in accordance with the  
 90 Boards, Committees and Commissions law for the remainder of the term.

91 ~~\_\_\_\_\_~~(1) The ~~PFSC's~~PFSC Chairperson shall ~~provide review~~  
 92 ~~all application materials and submit a recommendation for~~  
 93 ~~appointment to~~ the Oneida Business ~~\_\_\_\_\_~~  
 94 ~~\_\_\_\_\_~~Committee ~~recommendations on all applications for~~  
 95 ~~appointment by \_\_\_\_\_~~in accordance with the  
 96 ~~executive session in which the appointment is intended to~~Boards,  
 97 ~~\_\_\_\_\_~~Committees and Commissions law.  
 98 (A) ~~The recommendation of the PFSC Chairperson shall be~~  
 99 ~~\_\_\_\_\_~~made ~~determined by a majority vote~~  
 100 ~~of the members present at a PFSC meeting of an established~~  
 101 ~~quorum.~~

102 (d) *Qualifications.* PFSC members ~~and alternates~~ shall meet the following  
 103 ~~\_\_\_\_\_~~qualifications:

104 ~~\_\_\_\_\_~~(1) The PFSC member ~~and~~ ~~\_\_\_\_\_~~/alternate  
 105 ~~representative~~representatives from the Oneida ~~\_\_\_\_\_~~  
 106 ~~\_\_\_\_\_~~Police Department shall:  
 107 (A) Be ~~an~~enrolled ~~member~~members of the Oneida Nation; and  
 108 ~~\_\_\_\_\_~~(B) Have a ~~\_\_\_\_\_~~written  
 109 ~~recommendation~~recommendations from the Chief of Police  
 110 for ~~\_\_\_\_\_~~appointment to the PFSC.

111 ~~\_\_\_\_\_~~(2) The PFSC member ~~and~~ ~~\_\_\_\_\_~~/alternate  
 112 ~~representative~~representatives from the Oneida ~~\_\_\_\_\_~~  
 113 ~~\_\_\_\_\_~~Social Services Division shall:  
 114 (A) Be ~~an~~enrolled ~~member~~members of the Oneida Nation; and  
 115 ~~\_\_\_\_\_~~(B) Have a ~~\_\_\_\_\_~~written ~~recommendation~~  
 116 ~~recommendations~~ from the Division Director ~~\_\_\_\_\_~~  
 117 ~~\_\_\_\_\_~~for the Governmental Services  
 118 Division for appointment to ~~\_\_\_\_\_~~  
 119 ~~\_\_\_\_\_~~the PFSC.

120 ~~\_\_\_\_\_~~(3) The PFSC member ~~and~~ ~~\_\_\_\_\_~~/alternate representatives  
 121 from the ~~\_\_\_\_\_~~  
 122 ~~\_\_\_\_\_~~community-at-large shall:  
 123 (A) Be ~~an~~enrolled ~~member~~members of the Oneida Nation;  
 124 (B) Reside in Brown or Outagamie County;  
 125 ~~\_\_\_\_\_~~(C) For one (1) member and one (1)  
 126 alternate, be at least twenty ~~\_\_\_\_\_~~ five  
 127 (25) years of age, and for the other one (1) member and ~~\_\_\_\_\_~~  
 128 ~~\_\_\_\_\_~~one (1) alternate, be an elder of fifty-  
 129 five (55) years of age ~~\_\_\_\_\_~~  
 130 ~~\_\_\_\_\_~~or older; and  
 131 (D) Pass a background check.

133 1-6. *Termination.* A PFSC member ~~or alternate~~ may have his or her appointment terminated  
 134 ~~\_\_\_\_\_~~in accordance with the Boards, Committees and  
 135 Commissions law.

136 (a) In addition to any of the causes for termination already identified within the  
 137 laws and policies of the Nation, a violation of these bylaws may result in  
 138 the PFSC making a recommendation to the Oneida Business Committee for  
 139 the termination of a member's ~~or alternate's~~ appointment.

140 ~~\_\_\_\_\_~~(1) Recommendations to the Oneida Business  
 141 Committee for \_\_\_\_\_  
 142 ~~\_\_\_\_\_~~termination of a PFSC member's ~~or alternate's~~ appointment  
 143 must be ~~\_\_\_\_\_~~determined by a majority vote of the  
 144 members ~~or their alternates in \_\_\_\_\_~~  
 145 ~~\_\_\_\_\_~~attendanee present at a PFSC meeting of an established  
 146 quorum.  
 147

148 1-7. *Trainings and Conferences.* None required.  
 149

## 150 Article II. Officers

151 2-1. *Officers.* The PFSC shall have two (2) Officers: Chairperson and Vice-Chairperson.  
 152

153 2-2. *Responsibilities of the Chairperson.* The responsibilities, duties and limitations of the  
 154 PFSC Chairperson shall be as follows:

- 155 (a) Call and preside over all meetings and hearings of the PFSC;
- 156 (b) ~~\_\_\_\_\_~~Along with the ~~Oneida~~ Business Committee Support Office, provide  
 157 notice ~~of regular meetings, emergency meetings,~~ and hearings of the PFSC  
 158 in ~~\_\_\_\_\_~~accordance with the Boards, Committees and Commissions law, the  
 159 Pardon ~~\_\_\_\_\_~~and Forgiveness law, and the Open Records and Open  
 160 Meetings law;
- 161 (c) Forward, or through a designee have forwarded, the notice of meeting  
 162 locations, agendas, materials and minutes in accordance with these bylaws  
 163 and the Open Records and Open Meetings law;
- 164 (d) ~~\_\_\_\_\_~~Along with the ~~Oneida~~ Business Committee Support Office, submit  
 165 annual and semi-annual reports to the Oneida General Tribal Council and  
 166 submit quarterly reports to the Oneida Business Committee in accordance  
 167 with the ~~\_\_\_\_\_~~Boards, Committees and Commissions law;
- 168 (e) Attend, or designate a PFSC member to attend, the Oneida Business  
 169 Committee meeting in which the PFSC's quarterly report appears on the  
 170 agenda;
- 171 (f) Draft and sign recommendations of the PFSC;
- 172 (g) Submit applicant recommendations to fill vacancies to the Oneida Business  
 173 Committee for consideration; and
- 174 (h) ~~\_\_\_\_\_~~Perform all other duties as assigned by majority vote of the  
 175 members/~~\_\_\_\_\_~~alternates in attendanee present at a PFSC meeting of an  
 176 established quorum.  
 177

178 2-3. *Responsibilities of the Vice-Chairperson.* The responsibilities, duties and limitations of the  
 179 PFSC Vice-Chairperson shall be as follows:

- 180 (a) In the absence or incapacity of the PFSC Chairperson, the PFSC Vice-  
 181 Chairperson shall perform the duties of the PFSC Chairperson.  
 182
- 183 2-4. *Selection of Officers.* The PFSC shall elect Officer positions at the first duly called PFSC  
 184 meeting.
- 185 ~~\_\_\_\_\_~~(a) The Officer positions shall be chosen by a majority vote of  
 186 the members ~~or \_\_\_\_\_ their \_\_\_\_\_ alternates \_\_\_\_\_ in~~  
 187 ~~attendance~~present at ~~the~~a PFSC meeting of an established quorum.
- 188 (b) The vote shall be made part of the PFSC record.
- 189 ~~\_\_\_\_\_~~(c) PFSC Officers ~~may~~shall hold ~~only~~no more than one (1)  
 190 Officer position ~~at any one (1) time~~per Officer term.
- 191 (d) PFSC Officers may be dismissed from their Officer position by majority  
 192 vote of the members ~~or their alternates in attendance~~present at a PFSC  
 193 meeting of ~~\_\_\_\_\_~~an established quorum.  
 194
- 195 2-5. *Purchases and Travel.* The PFSC shall follow the Nation's policies and procedures  
 196 regarding purchasing and sign-off authority.
- 197 (a) Levels of budgetary sign-off authority for the PFSC shall be as set forth  
 198 in the manual titled, *Oneida Tribe of Indians of Wisconsin Purchasing*  
 199 *Policies and Procedures*, for Area Directors/Enterprise Directors.
- 200 (1) All PFSC Officers have sign-off authority and two (2) Officers shall  
 201 be required to sign-off on all budgetary requests.
- 202 (A) Upon formal approval of a purchase by the PFSC, the  
 203 Business Committee Support Office shall have official  
 204 budgetary sign-off authority for the PFSC.
- 205 (b) The PFSC shall approve a member's request to travel on behalf of the PFSC  
 206 by majority vote of the members present at a regular or emergency PFSC  
 207 meeting of an established quorum.  
 208
- 209 2-~~5~~6. *Personnel.* The PFSC shall not have authority to hire personnel for the benefit of the  
 210 PFSC.
- 211 ~~\_\_\_\_\_~~(a) The ~~Oneida~~-Business Committee Support Office shall assist  
 212 the PFSC on ~~\_\_\_\_\_~~behalf of the ~~Tribal~~Nation's Secretary  
 213 and in accordance with the Pardon and ~~\_\_\_\_\_~~
- 214 ~~\_\_\_\_\_~~Forgiveness law with fulfilling the following administrative duties  
 215 ~~in \_\_\_\_\_~~accordance~~consistent~~ with these  
 216 bylaws and the governing law:
- 217 (1) Keeping minutes of the PFSC meetings;
- 218 (2) Along with the Chairperson, providing notice of regular meetings,  
 219 emergency meetings and hearings of the PFSC;
- 220 (3) Acting as custodian of the records;
- 221 (4) Attending to all correspondence and presenting to the PFSC all  
 222 official communications received by the PFSC;
- 223 (5) Along with the Chairperson, submitting annual and semi-annual  
 224 reports to the Oneida General Tribal Council and submitting

225 quarterly reports to the Oneida Business Committee in accordance  
 226 with the Boards, Committees and Commissions law; and  
 227 (6) Administering the PFSC budget.

228  
 229 ~~2-6. Budgetary Sign-Off Authority and Travel. The PFSC shall follow the Nation's policies and~~  
 230 ~~procedures regarding purchasing and sign-off~~  
 231 ~~authority.~~

232 ~~(a) Levels of budgetary sign-off authority for the PFSC shall be as set forth~~  
 233 ~~in the manual titled, Oneida Tribe of Indians of Wisconsin Purchasing~~  
 234 ~~Policies and Procedures, for Area Directors/Enterprise Directors.~~

235 ~~(1) All PFSC Officers have sign-off authority and two (2) Officers shall~~  
 236 ~~be required to sign-off on all budgetary requests, except as follows:~~

237 ~~(A) The Oneida Business Committee Support Office shall have~~  
 238 ~~sign-off authority over requests for stipends, travel per diem~~  
 239 ~~and business expense reimbursement.~~

240 ~~(b) The PFSC shall approve a member's or alternate's request to travel on~~  
 241 ~~behalf of the PFSC by majority vote of the members or their alternates~~  
 242 ~~present at a regular or emergency PFSC meeting of an established quorum.~~

243  
 244 **Article III. Meetings**

245 3-1. *Regular Meetings.* ~~Regular~~ Subject to subsections (a) and (b) of this section 3-1, regular  
 246 meetings of the PFSC shall occur on a quarterly basis and be held on the  
 247 ~~\_\_\_\_\_~~ third Monday of the month each quarter at the Norbert Hill  
 248 ~~\_\_\_\_\_~~ Center located \_\_\_\_\_

249 ~~\_\_\_\_\_~~ in Oneida, Wisconsin, commencing at 10:00 a.m.

250 ~~(a)~~ (a) Meetings of the PFSC may be held/attended in person, by  
 251 telephone, through video-conferencing or through other  
 252 telecommunications so long as the presence of each member is  
 253 demonstrated consistent with the Boards, Committees and Commissions  
 254 law.

255 (b) The regular meeting date, time and/or place may be reviewed by the PFSC  
 256 ~~\_\_\_\_\_~~ from time-to-time and changed as determined necessary by  
 257 a majority vote ~~\_\_\_\_\_~~ of the members ~~or their alternates in~~  
 258 ~~attendance~~ present at a PFSC meeting of an ~~\_\_\_\_\_~~  
 259 ~~\_\_\_\_\_~~ established quorum so long as advance notice is provided to all  
 260 members in ~~\_\_\_\_\_~~ writing and, along with the public, in accordance  
 261 with the Nation's Open ~~\_\_\_\_\_~~ Records and Open  
 262 Meetings law prior to the implementation of a new date, ~~\_\_\_\_\_~~ time  
 263 and/or location. ~~\_\_\_\_\_~~

264 ~~(bc)~~ Notice of meeting location, agenda, materials and minutes shall be  
 265 forwarded by the Chairperson or the Chairperson's designee to all PFSC  
 266 members in writing and, along with the public, in accordance with the  
 267 Nation's Open Records and Open Meetings law.

268 ~~(ed)~~ Meetings shall be run in accordance with Robert's Rules of Order or another  
 269 method approved by the Oneida Business Committee.

- 270
- 271 3-2. *Emergency Meetings.* Emergency meetings shall only be called when time sensitive issues
- 272 ~~require immediate action.~~
- 273 require immediate action. Emergency meetings may be held/attended in
- 274 person, by telephone, through video-conferencing or through other tele-
- 275 communications so long as the presence of each member is demonstrated
- 276 consistent with the Boards, Committees and Commissions law.
- 277 (a) Emergency meetings of the PFSC may be called by the Chairperson or upon
- 278 written request of any two (2) PFSC members.
- 279 ~~(b) Notice of the meeting location, agenda and materials shall~~
- 280 ~~be forwarded by \_\_\_\_\_ the Chairperson or Chairperson's designee to~~
- 281 ~~all PFSC members by \_\_\_\_\_ in~~
- 282 writing and by telephone call.
- 283 (1) PFSC members, as well as in writing, and, along with the public, in
- 284 \_\_\_\_\_ accordance with shall further receive notice of
- 285 emergency meetings per the Nation's Open Records and Open
- 286 Meetings law.
- 287 (c) Within seventy-two (72) hours after an emergency meeting, the PFSC shall
- 288 provide the Nation's Secretary with notice of the emergency meeting, the
- 289 reason for the emergency meeting, and an explanation ~~of~~ as to why the
- 290 matter could not wait ~~for~~ until the next regular meeting.
- 291
- 292 3-3. *Joint Meetings.* Joint meetings between the PFSC and the Oneida Business Committee
- 293 shall not be held.
- 294
- 295 3-4. *Hearings.* Hearings shall be held in accordance with the Pardon and Forgiveness law.
- 296
- 297 3-5. *Quorum.* A quorum shall consist of at least three (3) PFSC members ~~or their alternates~~
- 298 ~~and shall include~~
- 299 the Chairperson or Vice-Chairperson.
- 300 (a) The alternate will assume the role of the member that he or she is replacing,
- 301 including the Chairperson and/or Vice-Chairperson.
- 302
- 303 3-6. *Order of Business.* The regular meetings of the PFSC shall follow the order of business as
- 304 set out herein:
- 305 (a) Call to Order
- 306 (b) Adopt the Agenda
- 307 (c) Approval of Previous Minutes
- 308 (d) Old Business
- 309 (e) New Business
- 310 (f) Executive Session
- 311 (g) Adjournment
- 312

- 313 3-7. *Voting.* Decisions of the PFSC shall be by majority vote of the members ~~or their~~  
 314 ~~alternates in attendance at a PFSC meeting or hearing of an~~  
 315 ~~established~~ ~~quorum present at~~  
 316 a PFSC meeting or hearing of an established quorum.
- 317 (a) The Chairperson, or Vice-Chairperson when presiding in lieu of the Chair-  
 318 person, shall not be allowed to vote unless a tie needs to be broken.
- 319 (b) E-polls are permissible so long as conducted in accordance with the Boards,  
 320 Committees and Commissions law.
- 321 (1) The Vice-Chairperson shall serve as the Chairperson's designee for  
 322 the responsibility of conducting an e-poll in the Chairperson's  
 323 absence or discretion.

#### 324 **Article IV. Expectations**

- 325 4-1. *Behavior of Members.* PFSC members ~~and alternates~~ are expected to treat each other in  
 326 ~~accordance with~~  
 327 ~~the Nation's core values of The Good Mind as expressed~~  
 328 ~~by Onlayote'a'ka, which includes:~~
- 329 (a) Kahletsyal&sla. The heart felt encouragement of the best in each of us.  
 330 (b) Kanolukhwásla. Compassion, caring, identity, and joy of being.  
 331 (c) Ka'nikuhli'yó. The openness of the good spirit and mind.  
 332 (d) Ka'tshatstásla. The strength of belief and vision as a People.  
 333 (e) Kalihwi'yó. The use of the good words about ourselves, our Nation, and our  
 334 future.  
 335 (f) Twahwahtsíláyλ. All of us are family.  
 336 (g) Yukwatsístayλ. Our fire, our spirit within each one of us.
- 337 (1) A failure by a member ~~or alternate~~ to act in  
 338 ~~accordance~~ ~~with~~ ~~this~~ ~~or~~  
 339 ~~any other section of these bylaws and/or any~~  
 340 ~~governing laws of the~~  
 341 ~~Nation may be cause for:~~
- 342 (A) The PFSC to recommend to the Oneida Business Committee  
 343 that it terminate his or her appointment in accordance with  
 344 the Boards, Committees and Commissions law; and/or  
 345 (B) The PFSC taking disciplinary action against him or her in  
 346 accordance with any law or policy of the Nation providing  
 347 sanctions and/or penalties for appointed officials.
- 348 (2) Recommendations ~~to the Oneida Business~~  
 349 ~~Committee~~ for ~~termination of a PFSC member's or alternate's~~  
 350 ~~appointment~~ must be ~~determined by a majority vote of the~~  
 351 ~~members or their alternates in~~  
 352 ~~attendance present~~ at a PFSC meeting of an established  
 353 quorum.  
 354  
 355  
 356

357 4-2. *Prohibition of Violence.* Intentionally violent acts committed by a member ~~or alternate~~ of  
 358 \_\_\_\_\_ the PFSC that inflicts, attempts to inflict, or threatens  
 359 to inflict emotional or \_\_\_\_\_ bodily harm on another person, or  
 360 damage to property, during a meeting or \_\_\_\_\_ when  
 361 acting in an official capacity are strictly prohibited and grounds for  
 362 \_\_\_\_\_ an immediate recommendation for termination of  
 363 appointment from the \_\_\_\_\_ PFSC and/or the  
 364 imposition of sanctions and/or penalties according to the  
 365 \_\_\_\_\_ laws of the Nation as determined by majority vote of  
 366 the members ~~or their~~ \_\_\_\_\_ ~~alternates~~ ~~in~~  
 367 ~~attendance~~ present at a PFSC meeting of an established quorum.

369 4-3. *Drug and Alcohol Use.* Use of alcohol and ~~illegal~~ prohibited drugs by members ~~or alternates~~  
 370 of the \_\_\_\_\_ PFSC when \_\_\_\_\_  
 371 \_\_\_\_\_ acting in their official capacity is strictly prohibited.

372 \_\_\_\_\_ (a) Prohibited drugs are defined as marijuana, cocaine, opiates,  
 373 amphetamines,  
 374 \_\_\_\_\_ phencyclidine (PCP), hallucinogens, methaqualone,  
 375 barbiturates, narcotics, \_\_\_\_\_ and any other substance  
 376 included in Schedules I through V, as defined by \_\_\_\_\_  
 377 \_\_\_\_\_ Section 812 ~~of~~, Title 21 of the United States Code. This ~~also~~ includes  
 378 \_\_\_\_\_ prescription medication or over-the-counter  
 379 medicine used in an \_\_\_\_\_  
 380 \_\_\_\_\_ unauthorized or ~~unlawful~~ un-lawful manner.

382 4-4. *Social Media.* PFSC members ~~and alternates~~ shall use social media in accordance with  
 383 \_\_\_\_\_ their Oath of Office and the Nation's Social Media  
 384 Policy.

385 ~~(a)~~ (a) PFSC members ~~and alternates~~ shall further refrain from posting,  
 386 attaching \_\_\_\_\_ or writing ~~anything~~ any-thing relating to PFSC business or  
 387 activities on any social \_\_\_\_\_ media outlet.

388 (1) Posting notices of meetings, public hearings, and/or cancellations on  
 389 social media outlets is acceptable.

391 4-5.- *Conflict of Interest.* PFSC members ~~and alternates~~ shall abide by all laws of the Nation  
 392 \_\_\_\_\_ ~~governing~~ that govern conflicts of interest. PFSC  
 393 members ~~and alternates~~ must submit \_\_\_\_\_ a Conflict of  
 394 Interest Disclosure form upon Oath of Office and annually.

## 396 Article V. Stipends and Compensation

397 5-1. *Stipends.* Stipend eligibility shall be governed by ~~these~~ the bylaws; ~~the~~ Boards,  
 398 \_\_\_\_\_ Committees and Commissions law; resolution BC-  
 399 ~~05-08-19-B12-20-C~~ titled, \_\_\_\_\_  
 400 \_\_\_\_\_ ~~Amending Resolution BC-09-26-18-D~~ Amended Boards,  
 401 \_\_\_\_\_ Committees and \_\_\_\_\_

402 ~~\_\_\_\_\_~~ *Commissions Law Stipends*, as may be further amended from time-  
403 to-time ~~\_\_\_\_\_~~ hereafter; and as follows:

- 404 (a) ~~\_\_\_\_\_~~ (a) ~~\_\_\_\_\_~~ Community-at-large PFSC members and alternates shall be  
405 paid ~~one (1) \_\_\_\_\_~~ monthly no more than twelve (12) meeting  
406 stipends per fiscal year; provided:  
407 (1) A quorum was established;  
408 (2) The meeting of the established quorum lasted for a minimum of one  
409 (1) hour; and  
410 (3) The community-at-large member and/or alternate collecting the  
411 stipend; was present for the entire meeting as defined and  
412 demonstrated in accordance with the Boards, Committees and  
413 Commissions law.
- 414 (b) Community-at-large PFSC members and alternates shall be paid a stipend  
415 for conducting an official hearing of the PFSC.
- 416 (c) Member and alternate representatives from the Oneida Police Department  
417 and the Oneida Social Services Department shall not collect stipends despite  
418 their eligibility.  
419

- 420 5-2. *Compensation.* Besides ~~the~~ travel, per diem and business expense reimbursement  
421 ~~\_\_\_\_\_~~ as authorized by the Boards, Committees and  
422 Commissions law, PFSC ~~\_\_\_\_\_~~  
423 ~~\_\_\_\_\_~~ members and alternates are not eligible for any other type of  
424 compensation ~~\_\_\_\_\_~~ for duties/activities they perform on behalf of  
425 the PFSC.  
426

## 427 **Article VI. Records and Reporting**

- 428 6-1. *Agenda Items.* Agendas shall be maintained in a format approved by the ~~Oneida~~-Business  
429 ~~\_\_\_\_\_~~ Committee Support Office.  
430

- 431 6-2. *Minutes.* PFSC minutes shall be typed in a format approved by the ~~Oneida~~-Business  
432 ~~\_\_\_\_\_~~ Committee Support Office to generate the most  
433 informative record of the ~~\_\_\_\_\_~~  
434 ~~\_\_\_\_\_~~ meeting, including, but not limited to, showing a summary of the  
435 action ~~\_\_\_\_\_~~ taken by the PFSC.

- 436 ~~\_\_\_\_\_~~ (a) When minutes are not taken by the ~~Oneida~~-Business Committee  
437 Support ~~\_\_\_\_\_~~ Office or if the PFSC requires  
438 approval of the minutes in advance thereof,  
439 ~~\_\_\_\_\_~~ the PFSC shall submit minutes to the ~~Oneida~~-Business  
440 Committee Support ~~\_\_\_\_\_~~ Office within thirty (30) days of the PFSC's  
441 meeting or receipt of the ~~\_\_\_\_\_~~ minutes for approval.  
442

- 443 6-3. *Attachments.* Handouts, attachments, memoranda, and the like shall be attached to the  
444 corresponding meeting minutes and agenda.

445 \_\_\_\_\_(a) Agendas, minutes and attachments shall be kept  
 446 electronically by the \_\_\_\_\_Oneida Business  
 447 Committee Support Office.  
 448

449 6-4. *Oneida Business Committee Liaison.* The PFSC shall regularly communicate with the  
 450 Oneida Business Committee member who is its designated liaison.

451 (a) The frequency and method of communication shall be as agreed upon by  
 452 the PFSC and the liaison, but no less than that required in any law or policy  
 453 on reporting developed by the Oneida Business Committee or Oneida  
 454 General Tribal Council.

455 (b) The purpose of the liaison relationship is to uphold the ability of the liaison  
 456 to act as a support to the PFSC.  
 457

458 6-5.- *Audio Recordings.* All meetings and hearings of the PFSC shall be audio recorded by the  
 459 \_\_\_\_\_Oneida Business Committee Support Office using a  
 460 device supplied by \_\_\_\_\_either  
 461 the \_\_\_\_\_Oneida Business Committee Support Office or the PFSC.

462 (a) Audio recordings of the PFSC meetings shall be maintained by the Oneida  
 463 Business Committee Support Office.

464 (b) *Exception.* Audio recordings of executive session portions of a meeting or  
 465 hearing shall not be required.  
 466

## 467 **Article VII. Amendments**

468 7-1. *Amendments.* Upon written notice, the PFSC may amend these bylaws by a majority vote  
 469 of the members ~~or their alternates in attendance~~present at a PFSC meeting  
 470 of an \_\_\_\_\_established quorum.

471 \_\_\_\_\_(a) Amendments to these bylaws shall conform to the  
 472 requirements of the \_\_\_\_\_Boards, Committees  
 473 and Commissions law and any other governing \_\_\_\_\_  
 474 \_\_\_\_\_policies of the Nation.

475 (b) Amendments to these bylaws shall be approved by the Oneida Business  
 476 Committee prior to implementation.

477 (c) The PFSC shall review these bylaws no less than on an annual basis.  
 478  
 479

**\*\*HANDOUT\*\*****PARDON AND FORGIVENESS SCREENING COMMITTEE BYLAWS****Article I. Authority**

- 1-1. *Name.* The name of this entity shall be the Pardon and Forgiveness Screening Committee and may hereinafter be referred to as the “PFSC.”
- 1-2. *Establishment.* The PFSC was originally established by the Oneida Pardon Ordinance through adoption of resolution BC-07-31-02-A, which was repealed by and replaced with the Pardon and Forgiveness law, as adopted by resolution BC-05-25-11-A, subsequently amended by resolution BC-01-22-14-B, and emergency amended by resolution BC-\_\_-\_\_-\_\_-\_\_.
- 1-3. *Authority.*
- (a) *Purpose.* The purpose of the PFSC is to provide a fair, efficient and formal process for considering requests for a pardon or forgiveness by:
- (1) Promulgating internal standard operating procedures necessary to govern its proceedings;
  - (2) Reviewing and processing applications for a pardon or forgiveness in an orderly and expeditious manner;
  - (3) Reviewing an applicant’s background investigation report received from the Oneida Human Resources Department;
  - (4) Conducting and presiding over hearings to obtain a pardon or forgiveness from the Nation;
  - (5) Providing formal, written recommendations to the Oneida Business Committee to approve or deny a pardon or forgiveness application;
  - (6) Taking other actions reasonably related to the purpose of the PFSC; and
  - (7) Carrying out all other powers and duties delegated by the laws of the Nation, including, but not limited to, the Pardon and Forgiveness law.
- (b) The PFSC does not:
- (1) Have authority to enter into contracts; or
  - (2) Have authority to create policy or legislative rules.
- 1-4. *Office.* The Official mailing address of the PFSC shall be:  
Pardon and Forgiveness Screening Committee  
P.O. Box 365  
Oneida, WI 54155
- 1-5. *Membership.*
- (a) *Number of Members.* The PFSC shall consist of four (4) members and four (4) alternates from three (3) representative areas who shall serve a term consistent with that of the Oneida Business Committee’s term of office.

- 46 (1) Unless otherwise stated herein, the four (4) alternates shall be  
47 considered members of the PFSC, with the same responsibilities and  
48 powers as PFSC members, including, but not limited to, the ability  
49 to create a quorum and vote under sections 3-5 and 3-7, below.  
50 (A) For purposes hereof and absent an express statement to the  
51 contrary, the term “member(s)” shall refer collectively to  
52 PFSC members and alternates.
- 53 (2) The three (3) representative areas shall be made up of:  
54 (A) One (1) member and one (1) alternate representative from  
55 the Oneida Police Department;  
56 (B) One (1) member and one (1) alternate representative from  
57 the Oneida Social Services Department; and  
58 (C) Two (2) member and two (2) alternate representatives from  
59 the community-at-large.  
60 (i) One (1) member and one (1) alternate representative  
61 of the community-at-large shall be an elder of fifty-  
62 five (55) years of age or older; and  
63 (ii) One (1) member and one (1) alternate representative  
64 of the community-at-large shall be twenty-five (25)  
65 years of age or older.
- 66 (b) *Appointment.* PFSC members shall be appointed by the Oneida Business  
67 Committee in accordance with the Boards, Committees and Commissions  
68 law. Each member shall remain in office as follows:  
69 (1) If his or her term has expired, until a successor has been sworn in by  
70 the Oneida Business Committee;  
71 (2) Until his or her resignation; or  
72 (A) A member may resign any time verbally at a meeting or by  
73 delivering written notice to the Business Committee Support  
74 Office and PFSC Chairperson or the Chairperson’s designee.  
75 The resignation is effective upon acceptance by motion of a  
76 member’s verbal resignation or upon delivery of the written  
77 notices.  
78 (3) Until his or her appointment is terminated in accordance with the  
79 Boards, Committees and Commissions law.
- 80 (c) *Vacancies.* Vacancies for any reason, whether caused by term expiration,  
81 death, termination or resignation, shall be filled in accordance with the  
82 Boards, Committees and Commissions law for the remainder of the term.  
83 (1) The PFSC Chairperson shall review all application materials and  
84 submit a recommendation for appointment to the Oneida Business  
85 Committee in accordance with the Boards, Committees and  
86 Commissions law.  
87 (A) The recommendation of the PFSC Chairperson shall be  
88 determined by a majority vote of the members present at a  
89 PFSC meeting of an established quorum.
- 90 (d) *Qualifications.* PFSC members shall meet the following qualifications:

- 91 (1) The PFSC member/alternate representatives from the Oneida Police  
 92 Department shall:  
 93 (A) Be enrolled members of the Oneida Nation; and  
 94 (B) Have written recommendations from the Chief of Police for  
 95 appointment to the PFSC.  
 96 (2) The PFSC member/alternate representatives from the Oneida Social  
 97 Services Division shall:  
 98 (A) Be enrolled members of the Oneida Nation; and  
 99 (B) Have written recommendations from the Division Director  
 100 for the Governmental Services Division for appointment to  
 101 the PFSC.  
 102 (3) The PFSC member/alternate representatives from the community-  
 103 at-large shall:  
 104 (A) Be enrolled members of the Oneida Nation;  
 105 (B) Reside in Brown or Outagamie County;  
 106 (C) For one (1) member and one (1) alternate, be at least twenty-  
 107 five (25) years of age, and for the other one (1) member and  
 108 one (1) alternate, be an elder of fifty-five (55) years of age  
 109 or older; and  
 110 (D) Pass a background check.  
 111

112 1-6. *Termination.* A PFSC member may have his or her appointment terminated in accordance  
 113 with the Boards, Committees and Commissions law.

- 114 (a) In addition to any of the causes for termination already identified within the  
 115 laws and policies of the Nation, a violation of these bylaws may result in  
 116 the PFSC making a recommendation to the Oneida Business Committee for  
 117 the termination of a member's appointment.

- 118 (1) Recommendations to the Oneida Business Committee for  
 119 termination of a PFSC member's appointment must be determined  
 120 by a majority vote of the members present at a PFSC meeting of an  
 121 established quorum.  
 122

123 1-7. *Trainings and Conferences.* None required.  
 124

## 125 **Article II. Officers**

126 2-1. *Officers.* The PFSC shall have two (2) Officers: Chairperson and Vice-Chairperson.  
 127

128 2-2. *Responsibilities of the Chairperson.* The responsibilities, duties and limitations of the  
 129 PFSC Chairperson shall be as follows:

- 130 (a) Call and preside over all meetings and hearings of the PFSC;  
 131 (b) Along with the Business Committee Support Office, provide notice of  
 132 regular meetings, emergency meetings, and hearings of the PFSC in  
 133 accordance with the Boards, Committees and Commissions law, the Pardon  
 134 and Forgiveness law, and the Open Records and Open Meetings law;

- 135 (c) Forward, or through a designee have forwarded, the notice of meeting  
 136 locations, agendas, materials and minutes in accordance with these bylaws  
 137 and the Open Records and Open Meetings law;
- 138 (d) Along with the Business Committee Support Office, submit annual and  
 139 semi-annual reports to the Oneida General Tribal Council and submit  
 140 quarterly reports to the Oneida Business Committee in accordance with the  
 141 Boards, Committees and Commissions law;
- 142 (e) Attend, or designate a PFSC member to attend, the Oneida Business  
 143 Committee meeting in which the PFSC's quarterly report appears on the  
 144 agenda;
- 145 (f) Draft and sign recommendations of the PFSC;
- 146 (g) Submit applicant recommendations to fill vacancies to the Oneida Business  
 147 Committee for consideration; and
- 148 (h) Perform all other duties as assigned by majority vote of the members present  
 149 at a PFSC meeting of an established quorum.  
 150
- 151 2-3. *Responsibilities of the Vice-Chairperson.* The responsibilities, duties and limitations of the  
 152 PFSC Vice-Chairperson shall be as follows:
- 153 (a) In the absence or incapacity of the PFSC Chairperson, the PFSC Vice-  
 154 Chairperson shall perform the duties of the PFSC Chairperson.  
 155
- 156 2-4. *Selection of Officers.* The PFSC shall elect Officer positions at the first duly called PFSC  
 157 meeting.
- 158 (a) The Officer positions shall be chosen by a majority vote of the members  
 159 present at a PFSC meeting of an established quorum.
- 160 (b) The vote shall be made part of the PFSC record.
- 161 (c) PFSC Officers shall hold no more than one (1) Officer position per Officer  
 162 term.
- 163 (d) PFSC Officers may be dismissed from their Officer position by majority  
 164 vote of the members present at a PFSC meeting of an established quorum.  
 165
- 166 2-5. *Purchases and Travel.* The PFSC shall follow the Nation's policies and procedures  
 167 regarding purchasing and sign-off authority.
- 168 (a) Levels of budgetary sign-off authority for the PFSC shall be as set forth  
 169 in the manual titled, *Oneida Tribe of Indians of Wisconsin Purchasing*  
 170 *Policies and Procedures*, for Area Directors/Enterprise Directors.
- 171 (1) All PFSC Officers have sign-off authority and two (2) Officers shall  
 172 be required to sign-off on all budgetary requests.
- 173 (A) Upon formal approval of a purchase by the PFSC, the  
 174 Business Committee Support Office shall have official  
 175 budgetary sign-off authority for the PFSC.
- 176 (b) The PFSC shall approve a member's request to travel on behalf of the PFSC  
 177 by majority vote of the members present at a regular or emergency PFSC  
 178 meeting of an established quorum.  
 179

- 180 2-6. *Personnel.* The PFSC shall not have authority to hire personnel for the benefit of the  
 181 PFSC.
- 182 (a) The Business Committee Support Office shall assist the PFSC on behalf of  
 183 the Nation's Secretary and in accordance with the Pardon and Forgiveness  
 184 law with fulfilling the following administrative duties consistent with these  
 185 bylaws and the governing law:
- 186 (1) Keeping minutes of the PFSC meetings;
- 187 (2) Along with the Chairperson, providing notice of regular meetings,  
 188 emergency meetings and hearings of the PFSC;
- 189 (3) Acting as custodian of the records;
- 190 (4) Attending to all correspondence and presenting to the PFSC all  
 191 official communications received by the PFSC;
- 192 (5) Along with the Chairperson, submitting annual and semi-annual  
 193 reports to the Oneida General Tribal Council and submitting  
 194 quarterly reports to the Oneida Business Committee in accordance  
 195 with the Boards, Committees and Commissions law; and
- 196 (6) Administering the PFSC budget.

### 197 **Article III. Meetings**

- 199 3-1. *Regular Meetings.* Subject to subsections (a) and (b) of this section 3-1, regular meetings  
 200 of the PFSC shall occur on a quarterly basis and be held on the third Monday  
 201 of the month each quarter at the Norbert Hill Center located in Oneida,  
 202 Wisconsin, commencing at 10:00 a.m.
- 203 (a) Meetings of the PFSC may be held/attended in person, by telephone,  
 204 through video-conferencing or through other telecommunications so long  
 205 as the presence of each member is demonstrated consistent with the Boards,  
 206 Committees and Commissions law.
- 207 (b) The regular meeting date, time and/or place may be reviewed by the PFSC  
 208 from time-to-time and changed as determined necessary by a majority vote  
 209 of the members present at a PFSC meeting of an established quorum so long  
 210 as advance notice is provided to all members in writing and, along with the  
 211 public, in accordance with the Nation's Open Records and Open Meetings  
 212 law prior to the implementation of a new date, time and/or location.
- 213 (c) Notice of meeting location, agenda, materials and minutes shall be  
 214 forwarded by the Chairperson or the Chairperson's designee to all PFSC  
 215 members in writing and, along with the public, in accordance with the  
 216 Nation's Open Records and Open Meetings law.
- 217 (d) Meetings shall be run in accordance with Robert's Rules of Order or another  
 218 method approved by the Oneida Business Committee.
- 219
- 220 3-2. *Emergency Meetings.* Emergency meetings shall only be called when time sensitive issues  
 221 require immediate action. Emergency meetings may be held/attended in  
 222 person, by telephone, through video-conferencing or through other tele-  
 223 communications so long as the presence of each member is demonstrated  
 224 consistent with the Boards, Committees and Commissions law.

- 225 (a) Emergency meetings of the PFSC may be called by the Chairperson or upon  
226 written request of any two (2) PFSC members.
- 227 (b) Notice of the meeting location, agenda and materials shall be forwarded by  
228 the Chairperson or Chairperson's designee to all PFSC members in writing  
229 and by telephone call.
- 230 (1) PFSC members, as well as the public, shall further receive notice of  
231 emergency meetings per the Nation's Open Records and Open  
232 Meetings law.
- 233 (c) Within seventy-two (72) hours after an emergency meeting, the PFSC shall  
234 provide the Nation's Secretary with notice of the emergency meeting, the  
235 reason for the emergency meeting, and an explanation as to why the matter  
236 could not wait until the next regular meeting.
- 237
- 238 3-3. *Joint Meetings.* Joint meetings between the PFSC and the Oneida Business Committee  
239 shall not be held.
- 240
- 241 3-4. *Hearings.* Hearings shall be held in accordance with the Pardon and Forgiveness law.  
242
- 243 3-5. *Quorum.* A quorum shall consist of at least three (3) PFSC members and shall include  
244 the Chairperson or Vice-Chairperson.
- 245 (a) The alternate will assume the role of the member that he or she is replacing,  
246 including the Chairperson and/or Vice-Chairperson.
- 247
- 248 3-6. *Order of Business.* The regular meetings of the PFSC shall follow the order of business as  
249 set out herein:
- 250 (a) Call to Order
- 251 (b) Adopt the Agenda
- 252 (c) Approval of Previous Minutes
- 253 (d) Old Business
- 254 (e) New Business
- 255 (f) Executive Session
- 256 (g) Adjournment
- 257
- 258 3-7. *Voting.* Decisions of the PFSC shall be by majority vote of the members present at  
259 a PFSC meeting or hearing of an established quorum.
- 260 (a) The Chairperson, or Vice-Chairperson when presiding in lieu of the Chair-  
261 person, shall not be allowed to vote unless a tie needs to be broken.
- 262 (b) E-polls are permissible so long as conducted in accordance with the Boards,  
263 Committees and Commissions law.
- 264 (1) The Vice-Chairperson shall serve as the Chairperson's designee for  
265 the responsibility of conducting an e-poll in the Chairperson's  
266 absence or discretion.
- 267

#### Article IV. Expectations

- 268 4-1. *Behavior of Members.* PFSC members are expected to treat each other in accordance with

- 270 the Nation’s core values of The Good Mind as expressed by Onlayote?a’ka,  
 271 which includes:
- 272 (a) Kahletsyal&sla. The heart felt encouragement of the best in each of us.
  - 273 (b) Kanolukhwásla. Compassion, caring, identity, and joy of being.
  - 274 (c) Ka?nikuhli-yó. The openness of the good spirit and mind.
  - 275 (d) Ka?tshatstásla. The strength of belief and vision as a People.
  - 276 (e) Kalihwi-yó. The use of the good words about ourselves, our Nation, and our  
 277 future.
  - 278 (f) TwahwahtsílayΛ. All of us are family.
  - 279 (g) YukwatsístayΛ. Our fire, our spirit within each one of us.
- 280 (1) A failure by a member to act in accordance with this or any other  
 281 section of these bylaws and/or any governing laws of the Nation may  
 282 be cause for:
    - 283 (A) The PFSC to recommend to the Oneida Business Committee  
 284 that it terminate his or her appointment in accordance with  
 285 the Boards, Committees and Commissions law; and/or
    - 286 (B) The PFSC taking disciplinary action against him or her in  
 287 accordance with any law or policy of the Nation providing  
 288 sanctions and/or penalties for appointed officials.
  - 289 (2) Recommendations for termination of a member’s appointment must  
 290 be determined by a majority vote of the members present at a PFSC  
 291 meeting of an established quorum.  
 292
- 293 4-2. *Prohibition of Violence.* Intentionally violent acts committed by a member of the PFSC  
 294 that inflicts, attempts to inflict, or threatens to inflict emotional or bodily  
 295 harm on another person, or damage to property, during a meeting or when  
 296 acting in an official capacity are strictly prohibited and grounds for an  
 297 immediate recommendation for termination of appointment from the PFSC  
 298 and/or the imposition of sanctions and/or penalties according to the laws of  
 299 the Nation as determined by majority vote of the members present at a PFSC  
 300 meeting of an established quorum.  
 301
- 302 4-3. *Drug and Alcohol Use.* Use of alcohol and prohibited drugs by members of the PFSC when  
 303 acting in their official capacity is strictly prohibited.
- 304 (a) Prohibited drugs are defined as marijuana, cocaine, opiates, amphetamines,  
 305 phencyclidine (PCP), hallucinogens, methaqualone, barbiturates, narcotics,  
 306 and any other substance included in Schedules I through V, as defined by  
 307 Section 812, Title 21 of the United States Code. This includes prescription  
 308 medication or over-the-counter medicine used in an unauthorized or un-  
 309 lawful manner.  
 310
- 311 4-4. *Social Media.* PFSC members shall use social media in accordance with their Oath of  
 312 Office and the Nation’s Social Media Policy.
- 313 (a) PFSC members shall further refrain from posting, attaching or writing any-  
 314 thing relating to PFSC business or activities on any social media outlet.

315 (1) Posting notices of meetings, public hearings, and/or cancellations on  
 316 social media outlets is acceptable.

317  
 318 4-5. *Conflict of Interest.* PFSC members shall abide by all laws of the Nation that govern  
 319 conflicts of interest. PFSC members must submit a Conflict of Interest  
 320 Disclosure form upon Oath of Office and annually.

321

## 322 **Article V. Stipends and Compensation**

323 5-1. *Stipends.* Stipend eligibility shall be governed by the bylaws; Boards, Committees  
 324 and Commissions law; resolution BC-08-12-20-C titled, *Amended Boards,*  
 325 *Committees and Commissions Law Stipends*, as may be further amended  
 326 from time-to-time hereafter; and as follows:

327 (a) Community-at-large PFSC members and alternates shall be paid no more  
 328 than twelve (12) meeting stipends per fiscal year; provided:

329 (1) A quorum was established;

330 (2) The meeting of the established quorum lasted for a minimum of one  
 331 (1) hour; and

332 (3) The community-at-large member and/or alternate collecting the  
 333 stipend was present for the entire meeting as defined and  
 334 demonstrated in accordance with the Boards, Committees and  
 335 Commissions law.

336 (b) Community-at-large PFSC members and alternates shall be paid a stipend  
 337 for conducting an official hearing of the PFSC.

338 (c) Member and alternate representatives from the Oneida Police Department  
 339 and the Oneida Social Services Department shall not collect stipends despite  
 340 their eligibility.

341

342 5-2. *Compensation.* Besides travel, per diem and business expense reimbursement as authorized  
 343 by the Boards, Committees and Commissions law, PFSC members are not  
 344 eligible for any other type of compensation for duties/activities they  
 345 perform on behalf of the PFSC.

346

## 347 **Article VI. Records and Reporting**

348 6-1. *Agenda Items.* Agendas shall be maintained in a format approved by the Business  
 349 Committee Support Office.

350

351 6-2. *Minutes.* PFSC minutes shall be typed in a format approved by the Business  
 352 Committee Support Office to generate the most informative record of the  
 353 meeting, including, but not limited to, showing a summary of the action  
 354 taken by the PFSC.

355 (a) When minutes are not taken by the Business Committee Support Office or  
 356 if the PFSC requires approval of the minutes in advance thereof, the PFSC  
 357 shall submit minutes to the Business Committee Support Office within  
 358 thirty (30) days of the PFSC's meeting or receipt of the minutes for  
 359 approval.

360

- 361 6-3. *Attachments.* Handouts, attachments, memoranda, and the like shall be attached to the  
362 corresponding meeting minutes and agenda.
- 363 (a) Agendas, minutes and attachments shall be kept electronically by the  
364 Business Committee Support Office.
- 365
- 366 6-4. *Oneida Business Committee Liaison.* The PFSC shall regularly communicate with the  
367 Oneida Business Committee member who is its designated liaison.
- 368 (a) The frequency and method of communication shall be as agreed upon by  
369 the PFSC and the liaison, but no less than that required in any law or policy  
370 on reporting developed by the Oneida Business Committee or Oneida  
371 General Tribal Council.
- 372 (b) The purpose of the liaison relationship is to uphold the ability of the liaison  
373 to act as a support to the PFSC.
- 374
- 375 6-5. *Audio Recordings.* All meetings and hearings of the PFSC shall be audio recorded by the  
376 Business Committee Support Office using a device supplied by either the  
377 Business Committee Support Office or the PFSC.
- 378 (a) Audio recordings of the PFSC meetings shall be maintained by the Business  
379 Committee Support Office.
- 380 (b) *Exception.* Audio recordings of executive session portions of a meeting or  
381 hearing shall not be required.
- 382

## 383 **Article VII. Amendments**

- 384 7-1. *Amendments.* Upon written notice, the PFSC may amend these bylaws by a majority vote  
385 of the members present at a PFSC meeting of an established quorum.
- 386 (a) Amendments to these bylaws shall conform to the requirements of the  
387 Boards, Committees and Commissions law and any other governing  
388 policies of the Nation.
- 389 (b) Amendments to these bylaws shall be approved by the Oneida Business  
390 Committee prior to implementation.
- 391 (c) The PFSC shall review these bylaws no less than on an annual basis.
- 392
- 393

### Oneida Business Committee Agenda Request

Approve an exception to the Stay Safer at Home declaration for the travel request from Kerry Metoxen -...

1. Meeting Date Requested: 04 / 28 / 21

#### 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 approve an exception from the Safer at Hom declaration to travel to maintain accreditation.  
Motion to approve the grant funded travel request for Kerry Metoxen - County Veterans Services Officers Association of Wisconsin Spring Conference- Kalahari Resorts - Wisconsin Dells, WI - June 6-11, 2021.  
  
Training is to maintain accreditation with the Department of Veteran Affairs to represent Claimants before the U.S. Dept. of Veteran Affairs for veteran, dependent claims. Native Veteran Grant funded.

#### 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/Submitter: \_\_\_\_\_  
Your Name, Title / Dept. or Tribal Member

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.



Oneida Nation  
 Oneida Business Committee  
 Legislative Operating Committee  
 PO Box 365 • Oneida, WI 54155-0365  
 Oneida-nsn.gov



## *COVID-19 Core Decision Making Team Declaration*

*Stay Safer at Home*

*June 10, 2020*

The world is currently facing a pandemic of the coronavirus disease 2019 (COVID-19). The COVID-19 outbreak originated in Wuhan, China and has spread to many other countries throughout the world, including the United States. The World Health Organization has identified that the spread of COVID-19 is now a pandemic resulting in many countries experiencing the effects of illness and health issues related to COVID-19 and economic impacts.

On March 12, 2020, Chairman Tehassi Hill signed a “Declaration of Public Health State of Emergency” regarding COVID-19 which set into place the necessary authority should action need to be taken and allows the Nation to seek reimbursement of emergency management actions that may result in unexpected expenses.

On March 17, 2020, the Oneida Business Committee adopted emergency amendments to the Emergency Management and Homeland Security law to create and delegate authority to a COVID-19 Core Decision Making Team (COVID-19 Team). [3 O.C. 302.10]. When a public health emergency has been declared, the COVID-19 Team has the authority to declare exceptions to the Nation’s laws, policies, procedures, regulations, or standard operating procedures during the emergency period which will be of immediate impact for the purposes of protecting the health safety, and general welfare of the Nation’s community, members, and employees. [3 O.C. 302.10-2].

The Oneida Business Committee adopted the first extension resolution # BC-03-25-2020-A, Extension of March 12th Declaration of Public Health Emergency, which extended the emergency period to May 12, 2020 at 11:59 p.m. This extends the enforcement of all Declarations issued by the COVID-19 Team.

The Oneida Business Committee adopted the second extension resolution # BC-05-06-2020-A, Extension of Declaration of Public Health State of Emergency Until June 11th, which extended the emergency period to June 11, 2020 at 11:59 p.m. This extends the enforcement of all Declarations issued by the COVID-19 Team.

The Oneida Business Committee adopted the third extension resolution # BC-06-09-2020-A, Extension of Public Health State of Emergency Until July 12th, which extended the emergency period to July 12, 2020 at 11:59 p.m. This extends the enforcement of all Declarations issued by the COVID-19 Team.

Since adoption of Declaration: Safer at Home, issued March 24, 2020, the COVID-19 Team has worked in conjunction with other Tribal nations within the State of Wisconsin, National Congress of American Indians, Governor Evers of the State of Wisconsin, and other health officials to identify how to best meet the needs and protect the health and safety of individuals and businesses within the Oneida Reservation. As a result of this collaborative information gathering, and the Oneida Nation’s partnership with the State of Wisconsin to protect all persons within the Oneida Reservation and the State of Wisconsin, the overall positive rate of COVID-19 cases has remained low on the Reservation.

When the Wisconsin Supreme Court declared the latest order by the Governor's Department of Health Services unconstitutional, most of the counties of State of Wisconsin began to adopt Safer at Home orders like those presented through Governor Evers. These county orders were then rescinded when it became unclear about the authority of county governments to issue such orders. Through all of those, the Oneida Nation and other tribal nations have maintained its declarations in place. The Oneida Nation's Safer at Home Order and the Open for Business Amendments remain in place until June 11, 2020.

The Oneida Business Committee has extended the public health state of emergency until July 12th. After a review of the recommendation from the Public Health Officer, the COVID-19 Team believes that the Safer at Home Order and the Open for Business amendments are too strict for the current circumstances. However, there remains a need to provide guidance and maintain some restrictions.

The COVID-19 Core Decision Making Team hereby declares:

1. *Recommendation to Stay at Home or Place of Residence.* It is recommended that all individuals present within the Oneida Reservation stay at home or at their place of residence to reduce contact spread of COVID-19.
2. *Business Operations.* All businesses within the Oneida Reservation are encouraged to maintain public health safety protocols at least as stringent as those set by the Wisconsin Economic Development Corporation or the Center for Disease Controls, whichever is greater. Businesses should submit their safe business operations processes to the Public Health Officer for review and post the certificate issued by that office in a public place within the business along with a copy of the safe business operations processes.
3. *Prohibited Activities.* All public and private gatherings of more than 20 people that are not part of a single household or living unit are prohibited, except for the limited purposes expressly permitted in this Declaration or as provided in paragraph 2 above. Nothing in this Declaration prohibits the gathering of members of a single household or living unit. Landlords or rental property managers shall avoid entering leased residential premises unless emergency maintenance is required.
4. *Closures.* The following governmental facilities shall remain closed:
  - a. *Schools.* Public and private K-12 schools shall remain closed for pupil instruction and extracurricular activities for the remainder of the 2019-2020 school year. Schools may continue to facilitate distance learning or virtual learning. Schools may continue to be used for Essential Government Functions and food distribution.
  - b. *Libraries.* Public libraries shall remain closed for all in-person services, except that they may provide the following services:
    - i. On-line services and programming.
    - ii. Curb-side pick-up of books and other library materials, if all operations are performed by one person in a room or confined space. Materials must be requested online or by phone before pick-up. The library may not require a signature from the patron. The library must schedule pick-ups to ensure compliance with Social Distancing Requirements as defined in Section 16 of the Safer at Home Declaration.
5. *Playgrounds and Parks.* Public parks and open space are reopened. Provided that, notices shall be placed at playgrounds and public parks that public restroom facilities and drinking fountains shall remain closed. Provided further that the Public Health Officer, if any of the following occur:
  - a. The number of people frequenting the area at one time makes it difficult to comply with Social Distancing Requirements.
  - b. Repeated vandalism or disturbing the peace.

- c. Repeated violations of the Safer at Home Declaration that create a risk to individuals in the area.
6. *Public Transit.* Individuals riding on public transit shall wear face masks and must comply with Social Distancing Requirements to the greatest extent possible.
7. *Elderly and At-Risk Persons.* Elderly people and those who are vulnerable as a result of underlying health conditions should take additional precautions. People at high risk of severe illness from COVID-19 and people who are sick are urged to stay in their home or residence to the extent possible except as necessary to seek medical care. Nothing in this Declaration prevents the Public Health Officer from issuing and enforcing isolation and quarantine orders pursuant to the Emergency Management and Homeland Security Law, Chapter 302.
8. *Travel.* Individuals are strongly encouraged to remain at their primary residence or home. Travel to second homes or residences should be avoided if possible. Individuals engaged in any travel must comply with Social Distancing Requirements to the extent possible.
9. *Social Distancing Requirements.* For purposes of this Declaration, Social Distancing Requirements includes:
  - a. Maintaining social distancing of six (6) feet between people;
  - b. Washing hands with soap and water for at least 20 seconds as frequently as possible or using hand sanitizer;
  - c. Covering coughs or sneezes (into the sleeve or elbow, not hands);
  - d. Regularly cleaning high-touch surfaces;
  - e. Not shaking hands; and
  - f. Following all other public health recommendations issued by the U.S. Centers for Disease Control.

#### **ENFORCEMENT AND APPLICABILITY**

10. *Enforcement.* This Declaration is enforceable by any local law enforcement official. Violation or obstruction of this Declaration is punishable by a fine up to \$200 in accordance with the *Declaration: Emergency Management and Homeland Security Law Fine and Penalty Schedule*, issued March 19, 2020.
11. *Severability.* If any provision of this Declaration or its application to any person or circumstance is held to be invalid, then the remainder of the Declaration, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this Declaration are severable.
12. *Supremacy.* This Declaration supersedes any prior Declaration that conflicts with this Declaration.
13. *Duration.* This Declaration shall become effective at on June 11, 2020. This Declaration shall remain in effect consistent with Oneida Business Committee resolution # BC-06-09-2020-A, *Extension of Public Health State of Emergency Until July 12<sup>th</sup>*, or as may be extended under authority of the Emergency Management and Homeland Security Law.

  
\_\_\_\_\_  
Oneida Nation Chairman

County Veterans Service Officers Association of Wisconsin

# INVOICE



Kalahari Resorts - Wisconsin Dells, WI  
Spring Conference June 6-11, 2021

DATE:  
INVOICE # Spring Conference 2021

**BILL TO CVSO/TVSO:** Oneida Nation of WI.

(Name of County or Tribal Nation)

Remit to: CVSOA of WI  
C/O Kris Bergh  
PO Box 214  
Montello, WI 53949

Spring Conference	Number Attending	Amount	Total
CVSO/TVSO and Staff attending (enter total)	1	\$60.00	\$ 60
Monday Night Informal		\$15.00	\$ 0
Tuesday Breakfast Buffet		\$10.00	\$ 0
Tuesday Lunch Buffet		\$10.00	\$ 0
Wednesday Breakfast Buffet		\$10.00	\$ 0
Thursday Breakfast Buffet		\$10.00	\$ 0
Thursday Lunch Buffet		\$10.00	\$ 0
Friday Breakfast Buffet		\$10.00	\$ 0
Provide name(s) of CVSO/TVSO and Staff attending	<b>GRAND TOTAL</b>		<b>\$ 60</b>

KERRY R. METOXEN - TVSO

**Registration deadline for Spring Conference is May 7, 2021.**

**Registrations received after the deadline will be assessed a \$20.00 late fee.**

Meal Plans

- Monday Informal - \$15**  
Buffet style with prime rib and salmon carving stations.
- Tuesday Breakfast Buffet- \$10**  
Scrambled eggs with breakfast potatoes and orange juice.
- Tuesday Lunch Buffet- \$10**  
Chips and salsa, seasoned ground beef, soft tortillas (gluten friendly taco shells available), ranchero beans, shredded cheese, chopped tomatoes, lettuce, salsa and sour cream.
- Wednesday Breakfast Buffet - \$10**  
Pancakes (gluten friendly pancakes available) maple syrup, scrambled eggs and orange juice.
- Thursday Breakfast Buffet - \$10**  
Potatoes with peppers, onions and sausage. Scrambled eggs and orange juice.
- Thursday Lunch Buffet - \$10**  
Wisconsin brats with sauerkraut, onion, coleslaw, vegetarian baked beans, condiments and rolls.
- Friday Breakfast Buffet - \$10**

## 38 CFR § 14.629 - Requirements for accreditation of service organization representatives; agents; and attorneys.

CFR

### **§ 14.629 Requirements for accreditation of service organization representatives; agents; and attorneys.**

**(a) *Service Organization Representatives.*** A recognized organization shall file with the Office of the General Counsel VA Form 21 (Application for Accreditation as Service Organization Representative) for each person it desires accredited as a representative of that organization. The form must be signed by the prospective representative and the organization's certifying official. For each of its accredited representatives, a recognized organization's certifying official shall complete, sign and file with the Office of the General Counsel, not later than five years after initial accreditation through that organization or the most recent recertification by that organization, VA Form 21 to certify that the representative continues to meet the criteria for accreditation specified in paragraph (a)(1), (2) and (3) of this section. In recommending a person, the organization shall certify that the designee:

- (1)** Is of good character and reputation and has demonstrated an ability to represent claimants before the VA;
- (2)** Is either a member in good standing or a paid employee of such organization working for it not less than 1,000 hours annually; is accredited and functioning as a representative of another recognized organization; or, in the case of a county veterans' service officer or tribal veterans' service officer recommended by a recognized State organization, meets the following criteria:
  - (i)** Is a paid employee of the county or tribal government working for it not less than 1,000 hours annually;
  - (ii)** Has successfully completed a course of training and an examination

which have been approved by the appropriate District Chief Counsel; and

(iii) Will receive either regular supervision and monitoring or annual training to assure continued qualification as a representative in the claim process; and

(3) Is not employed in any civil or military department or agency of the United States.

(Authority: 38 U.S.C. 501(a), 5902)

**(b) Accreditation of Agents and Attorneys.**

(1) No individual may assist claimants in the preparation, presentation, and prosecution of claims for VA benefits as an agent or attorney unless he or she has first been accredited by VA for such purpose.

(i) For agents, the initial accreditation process consists of application to the Office of the General Counsel, self-certification of admission information concerning practice before any other court, bar, or State or Federal agency, an affirmative determination of character and fitness by VA, and a written examination.

(ii) For attorneys, the initial accreditation process consists of application to the Office of the General Counsel, self-certification of admission information concerning practice before any other court, bar, or State or Federal agency, and a determination of character and fitness. The Office of the General Counsel will presume an attorney's character and fitness to practice before VA based on State bar membership in good standing unless the Office of the General Counsel receives credible information to the contrary.

(iii) As a further condition of initial accreditation, both agents and attorneys are required to complete 3 hours of qualifying continuing legal education (CLE) during the first 12-month period following the date of initial accreditation by VA. To qualify under this subsection, a CLE course must be approved for a minimum of 3 hours of CLE credit by any State bar association and, at a minimum, must cover the following topics: representation before VA, claims procedures, basic eligibility for VA benefits, right to appeal, disability compensation (38 U.S.C. Chapter 11), dependency and indemnity compensation (38 U.S.C. Chapter 13), and pension (38 U.S.C. Chapter 15). Upon completion of the initial CLE requirement, agents and attorneys shall certify to the Office of the General Counsel in writing that they have completed qualifying CLE. Such certification shall include the title of the CLE, date and time of the CLE, and identification of the CLE provider, and shall be submitted to VA as part of the annual certification prescribed by § 14.629(b)(4).

**(iv)** To maintain accreditation, agents and attorneys are required to complete an additional 3 hours of qualifying CLE on veterans benefits law and procedure not later than 3 years from the date of initial accreditation and every 2 years thereafter. To qualify under this subsection, a CLE course must be approved for a minimum of 3 hours of CLE credit by any State bar association. Agents and attorneys shall certify completion of the post-accreditation CLE requirement in the same manner as described in § 14.629(b)(1)(iii).

**(2)** An individual desiring accreditation as an agent or attorney must establish that he or she is of good character and reputation, is qualified to render valuable assistance to claimants, and is otherwise competent to advise and assist claimants in the preparation, presentation, and prosecution of their claim(s) before the Department. An individual desiring accreditation as an agent or attorney must file a completed application (VA Form 21a) with the Office of the General Counsel (022D), 810 Vermont Avenue, NW., Washington, DC 20420, on which the applicant submits the following:

- (i)** His or her full name and home and business addresses;
- (ii)** Information concerning the applicant's military and civilian employment history (including character of military discharge, if applicable);
- (iii)** Information concerning representation provided by the applicant before any department, agency, or bureau of the Federal government;
- (iv)** Information concerning any criminal background of the applicant;
- (v)** Information concerning whether the applicant has ever been determined mentally incompetent or hospitalized as a result of a mental disease or disability, or is currently under treatment for a mental disease or disability;
- (vi)** Information concerning whether the applicant was previously accredited as a representative of a veterans service organization and, if so, whether that accreditation was terminated or suspended by or at the request of that organization;
- (vii)** Information concerning the applicant's level of education and academic history;
- (viii)** The names, addresses, and phone numbers of three character references; and
- (ix)** Information relevant to whether the applicant for accreditation as an agent has any physical limitations that would interfere with the completion of a comprehensive written examination administered under the supervision of the appropriate District Chief Counsel (agents only); and

(x) Certification that the applicant has satisfied the qualifications and standards required for accreditation as prescribed by VA in this section, and that the applicant will abide by the standards of conduct prescribed by VA in § 14.632 of this part.

(3) Evidence showing lack of good character and reputation includes, but is not limited to, one or more of the following: Conviction of a felony, conviction of a misdemeanor involving fraud, bribery, deceit, theft, or misappropriation; suspension or disbarment from a court, bar, or Federal or State agency on ethical grounds; or resignation from admission to a court, bar, or Federal or State agency while under investigation to avoid sanction.

(4) As a further condition of initial accreditation and annually thereafter, each person seeking accreditation as an agent or attorney shall submit to VA information about any court, bar, or Federal or State agency to which the agent or attorney is admitted to practice or otherwise authorized to appear. Applicants shall provide identification numbers and membership information for each jurisdiction in which the applicant is admitted and a certification that the agent or attorney is in good standing in every jurisdiction in which admitted. After accreditation, agents and attorneys must notify VA within 30 days of any change in their status in any jurisdiction in which they are admitted to appear.

(5) VA will not accredit an individual as an agent or attorney if the individual has been suspended by any court, bar, or Federal or State agency in which the individual was previously admitted and not subsequently reinstated. However, if an individual remains suspended in a jurisdiction on grounds solely derivative of suspension or disbarment in another jurisdiction to which he or she has been subsequently reinstated, the Chief Counsel with subject-matter jurisdiction may evaluate the facts and grant or reinstate accreditation as appropriate.

(6) After an affirmative determination of character and fitness for practice before the Department, applicants for accreditation as a claims agent must achieve a score of 75 percent or more on a written examination administered by VA as a prerequisite to accreditation. No applicant shall be allowed to sit for the examination more than twice in any 6-month period.

**(c) *Representation by Attorneys, Law Firms, Law Students and Paralegals.***

(1) After accreditation by the Office of the General Counsel, an attorney may represent a claimant upon submission of a VA Form 21-22a, "Appointment of Attorney or Agent as Claimant's Representative."

(2) If the claimant consents in writing, an attorney associated or affiliated with the claimant's attorney of record or employed by the same legal services office as the attorney of record may assist in the representation of the claimant.

(3) A legal intern, law student, or paralegal may not be independently accredited to represent claimants under this paragraph. A legal intern, law student, or certified paralegal may assist in the preparation, presentation, or prosecution of a claim, under the direct supervision of an attorney of record designated under § 14.631(a), if the claimant's written consent is furnished to VA. Such consent must specifically state that participation in all aspects of the claim by a legal intern, law student, or paralegal furnishing written authorization from the attorney of record is authorized. In addition, suitable authorization for access to the claimant's records must be provided in order for such an individual to participate. The supervising attorney must be present at any hearing in which a legal intern, law student, or paralegal participates. The written consent must include the name of the veteran, or the name of the appellant if other than the veteran (e.g., a veteran's survivor, a guardian, or a fiduciary appointed to receive VA benefits on an individual's behalf); the applicable VA file number; the name of the attorney-at-law; the consent of the appellant for the use of the services of legal interns, law students, or paralegals and for such individuals to have access to applicable VA records; and the names of the legal interns, law students, or paralegals who will be assisting in the case. The signed consent must be submitted to the agency of original jurisdiction and maintained in the claimant's file. In the case of appeals before the Board in Washington, DC, the signed consent must be submitted to: Director, Office of Management, Planning and Analysis (014), Board of Veterans' Appeals, P.O. Box 27063, Washington, DC 20038. In the case of hearings before a Member or Members of the Board at VA field facilities, the consent must be presented to the presiding Member of the hearing.

(4) Unless revoked by the claimant, consent provided under paragraph (c) (2) or paragraph (c)(3) of this section shall remain effective in the event the claimant's original attorney is replaced as attorney of record by another member of the same law firm or an attorney employed by the same legal services office.

**(d) *Decisions on applications for accreditation.*** The Chief Counsel with subject-matter jurisdiction will conduct an inquiry and make an initial determination regarding any question relating to the qualifications of a prospective service organization representative, agent, or attorney.

(1) If the Chief Counsel determines that the prospective service organization representative, agent, or attorney meets the requirements for accreditation in paragraph (a) or (b) of this section, notification of accreditation will be issued by the Chief Counsel and will constitute authority to prepare, present, and prosecute claims before an agency of original jurisdiction or the Board of Veterans' Appeals.

(2)

(i) If the Chief Counsel determines that the prospective representative, agent, or attorney does not meet the requirements for accreditation, notification will be issued by the Chief Counsel concerning the reasons for disapproval, an opportunity to submit additional information, and any restrictions on further application for accreditation. If an applicant submits additional evidence, the Chief Counsel will consider such evidence and provide further notice concerning his or her final decision.

(ii) The determination of the Chief Counsel regarding the qualifications of a prospective service organization representative, agent, or attorney is a final adjudicative determination of an agency of original jurisdiction that may only be appealed to the Board of Veterans' Appeals.

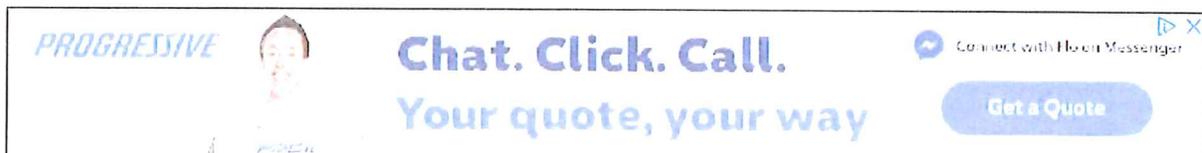
**NOTE TO § 14.629:**

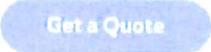
A legal intern, law student, paralegal, or veterans service organization support-staff person, working under the supervision of an individual designated under § 14.631(a) as the claimant's representative, attorney, or agent, may qualify for read-only access to pertinent Veterans Benefits Administration automated claims records as described in §§ 1.600 through 1.603 in part 1 of this chapter.

(Authority: 38 U.S.C. 501(a), 5904)

(The Office of Management and Budget has approved the information collection requirements in this section under control numbers 2900-0018 and 2900-0605)

[53 FR 52421, Dec. 28, 1988, as amended at 55 FR 38057, Sept. 17, 1990; 68 FR 8545, Feb. 24, 2003; 71 FR 28586, May 17, 2006; 72 FR 58012, Oct. 12, 2007; 73 FR 29871, May 22, 2008; 73 FR 29871, May 22, 2008; 81 FR 32649, May 24, 2016; 82 FR 6272, Jan. 19, 2017; 82 FR 26753, June 9, 2017; 84 FR 174, Jan. 18, 2019]



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4. National Association of County Veteran Service Officers and their partnering Veteran Service Organizations (AMVETS, DAV, TREA, MOPH, VVA). See <http://nacvso.org/nsd-accreditation/>

- a. After you complete your NACVSO Accreditation course the National Service Director request that you complete and submit at one time packets for NACVSO and all the partnering VSOs. Make sure you separate each packet. The preferred method is via email in Attachments in PDF Format ONLY.
  - b. Submission - See the NACVSO Checklist on the next page for each VSO Packet. All additional forms are in the forms section. OGC has stopped issuing the paper accreditation card. OGC welcome letters will be delivered to the NSD via email and in-turn to you via email only, no accept ions. To speed up this process please place your email address in Block 2 under your business address on the VA Form 21 - OR block 7B of the January 2016 VA Form 21 \*\*\*
  - c. Vietnam Veterans of America - For accreditation with VVA, please ensure that there is a VVA NSO in your VARO of jurisdiction. If there is not one, VVA will no longer allow NACVSO members to be cross accredited. Unless you formally agree to represent the claimant in front of the USDVA under their name. The VVA is creating a written agreement for individuals to read, understand, agree, and sign. More to come on this...
  - d. AMVETS- requires a letter of support from the local AMVETS National Service Officer and AMVETS Membership. Milwaukee VARO has no AMVETS NSO.
- d. To maintain Accreditation you must:
- i. Attend NACVSO annual training or complete 16 hours of Continuing education units(see CEU in forms section). Note the CEU forms are submitted through the CVSO Association for Wisconsin's State Service Officer Coordinator do not submit them directly.
  - ii. Maintain membership in NACVSO.

Appendix A – Tab H

**NACVSO Continuing Education Unit Report Form**  
 Complete this form and send to the NSD

Last Name	State	Year
First Name		
<b>Compensation and Pension – 5 hrs minimum</b>		<b>Date of Training</b>
Secondary S/C Conditions		<b>Hours of Training</b>
Pension Claims		
Claim Development		
Individual Unemployability		
Presumptive Disabilities		
Ratings SMC		
Other related issues (specify here)		
Total hours from Compensation and Pension section		0 00
<b>Appeals – 1 hr minimum</b>		
Total hours from Appeals section		0 00
<b>Ethics – 1 hr minimum</b>		
Total hours from Ethics section		0 00
<b>Supplementary CEU Topics – 9 hrs minimum</b>		
Resources and References		
- Title 38 USC - Title 38 CFR - M-21		
- Regional office updates/trends		
- Department of Military Affairs - Service Organizations		
- Mental Health Issues		
Home Loan Guarantee Program		
Education		
Death Benefits		
Women's Issues		
Debt Management		
Insurance		
Retiree Issues /CRSC/CRDP		
Environmental Exposures		
Homeless Veterans		
State/Local Veteran Programs		
Employment Resources		
Social Security Administration		
Reserve/Guard Issues		
Records (Discharges and Upgrades)		
Other related issues (specify here)		
Total hours from Supplementary CEU Topic section		0 00
Total Hours		1 00
Member Signature & Date:		Accepted: Yes No
		Reviewer Initials

To maintain accreditation with NACVSO, CEUs must total 15 hrs minimum.



**Accredited Attorneys, Agents and Representatives Detail Search Results**

Metoxen, Kerry R  
Oneida National Department of Veterans Service  
PO Box 365  
  
Oneida, WI 54155

Registration Number: 4254

Organization	City	State	Zip	Phone	POA
Military Order of the Purple Heart	Springfield	VA	22151	703-642-5360	089
National Association of County Veterans Service Of	Plattsmouth	NE	68048	402-296-9368	064
Wisconsin Department of Veterans Affairs	Madison	WI	53707-7843	608-266-1315	030

Use the browser's Back button to return to search results

U.S. Department of Veterans Affairs - 810 Vermont Avenue, NW - Washington, DC 20420

Reviewed/Updated Date: May 7, 2013



DEPARTMENT OF VETERANS AFFAIRS  
Office of the General Counsel  
Washington DC 20420

5/19/06

022D

In Reply Refer To:

Ms. Kerry R. MeToxen -  
Oneida Nation Veterans Department  
P.O. Box 365  
Oneida, WI 54155

Dear Ms. MeToxen:

I am pleased to welcome you as an accredited representative of the organization named below in the handling of claims for veterans' benefits before the Department of Veterans Affairs. Your accreditation is effective today.

Congratulations and good wishes to you in the additional duties you have assumed.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Y. Ken Lee".

Y. Ken Lee  
Deputy Assistant General Counsel

Organization  
Military Order of the Purple Heart



DEPARTMENT OF VETERANS AFFAIRS  
Office of the General Counsel  
Washington DC 20420

In Reply Refer To: 022E  
Organization:  
Wisconsin Department of  
Veterans Affairs

Mr. Kerry R. MeToxen  
Oneida Nation Department  
of Veterans Services  
P.O. Box 365  
Oneida, WI 54155

Dear Mr. MeToxen:

It is a pleasure to welcome you as an accredited representative of the above named organization for the preparation, presentation, and prosecution of claims before the Department of Veterans Affairs (VA) under the laws relating to veterans' benefits.

Your recognition is an honor which carries certain responsibilities. As an accredited representative, you may inspect the claims folder of any claimant from whom your organization has a proper power of attorney, but you must observe the limitations imposed by VA regulations in disclosing information to the claimant and others. With respect to these veterans' records, you occupy a very confidential position, and we rely on your integrity.

Other privileges and responsibilities that you acquire through recognition are mentioned in the VA regulations governing representation of claimants, in title 38, Code of Federal Regulations, §§ 14.626 through 14.635.

Congratulations and every good wish to you.

Sincerely yours,

A handwritten signature in cursive script that reads "Richard J. Hipolit".

Richard J. Hipolit  
Deputy Assistant General Counsel

FL 2-88-ADP  
Feb. 1988

# Certificate of Training



*To all who shall see these presents, Greetings:  
This is to Certify that*

*Kerry Metoxen*

*Has successfully completed a course of Instruction in Veterans' Benefits established for the career objective of Accredited Representative, as prescribed by the Code of Federal Regulations 14.629(a)(1)(i)(ii), for the purpose of representing Claimants before the U.S. Department of Veterans Affairs in matters pertaining to claims of veterans, widows and orphans. Given at Milwaukee, Wisconsin on this 8th Day of June, 2007.*

*Tom Risch*

Education Chairman

*Ann G. Knowles*

President

**Chad A. Wilson**

---

**From:** Tina M. Jorgensen  
**Sent:** Thursday, April 22, 2021 9:16 AM  
**To:** Kerry R. Metoxen  
**Cc:** BC\_Agenda\_Requests; Racquel L. Hill  
**Subject:** RE: Message from "RNP002673742FB9"

Approved to get BC approval.

Tina Jorgensen, MS, RDN  
Governmental Services Division  
Administration

A good mind. A good heart. A strong Fire.

-----Original Message-----

From: Kerry R. Metoxen <KMETOXE3@oneidanation.org>  
Sent: Thursday, April 22, 2021 9:15 AM  
To: Tina M. Jorgensen <tjorgens@oneidanation.org>  
Cc: BC\_Agenda\_Requests <BC\_Agenda\_Requests@oneidanation.org>; Racquel L. Hill <rhill2@oneidanation.org>  
Subject: FW: Message from "RNP002673742FB9"

Thanks

Kerry R. Metoxen, Manager  
Governmental Services Division  
Veterans Department

Phone: (920) 869-6116  
Cell: (920) 713-8033  
Fax: (920) 869-1526  
Email: kmetoxe3@oneidanation.org

Mailing Address  
Oneida Nation Veterans Dept.  
P.O. Box 365  
Oneida, WI 54155

Location  
Oneida Nation Veterans  
134 Riverdale Dr.  
Oneida, WI 54155

<https://oneida-nsn.gov/divisions/governmental-services-division-2/veteran-services-and-resources/>

-----Original Message-----

From: RicohScanner@oneidanation.org <RicohScanner@oneidanation.org>

Sent: Thursday, April 22, 2021 7:36 AM  
To: Kerry R. Metoxen <KMETOXE3@oneidanation.org>  
Subject: Message from "RNP002673742FB9"

This E-mail was sent from "RNP002673742FB9" (Aficio MP C2551).

Scan Date: 04.22.2021 08:35:54 (-0400)  
Queries to: RicohScanner@oneidanation.org

### Oneida Business Committee Agenda Request

Approve the Oneida Trust Enrollment Committee Oneida Business Committee memorandum of agreement

1. Meeting Date Requested: 04 / 28 / 21

#### 2. General Information:

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

Agenda Header:

Accept as Information only

Action - please describe:

Request to approve revision to OBC and OTEC MOA.

#### 3. Supporting Materials

Report  Resolution  Contract

Other:

1. Current MOA

3. Revised MOA ready for Signatures

2. Revised MOA-Redline version

4.

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/Submitter:

Venessa Cardish, Executive Assistant, Trust Enrollment Dept.

Your Name, Title / Dept. or Tribal Member

Additional Requestor:

Keith Doxtator, Director, Trust Enrollment Dept.

Name, Title / Dept.

Additional Requestor:

Name, Title / Dept.

## Oneida Business Committee Agenda Request

### 6. Cover Memo:

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

Revision was discussed at Joint OBC and OTEC Meeting on 03/25/2021.  
Line item 10 was discussed and revised regarding quorum requirements.

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](mailto:BC_Agenda_Requests@oneidanation.org)



**ONEIDA TRUST ENROLLMENT COMMITTEE  
ONEIDA BUSINESS COMMITTEE  
MEMORANDUM OF AGREEMENT**



This Memorandum of Agreement is entered into this **XXth** day of **[Month][Year]** by and between the Oneida Business Committee and the Oneida Trust Enrollment Committee and both parties agree to respect and abide by the provisions set forth herein.

- WHEREAS, the Oneida General Tribal Council has delegated the authority of Article IV, Section 1 of the Constitution of the Oneida Nation to the Oneida Business Committee; and
- WHEREAS, the Oneida General Tribal Council through GTC Resolution #74-4-28 established the Oneida Trust Enrollment Committee to be responsible for the administration and deposition of the trust monies; and
- WHEREAS, the Oneida General Tribal Council, on January 8, 1977, approved the “Emigrant Indian Trust of the Oneida Tribe of Indians of Wisconsin,” as established by the Oneida Trust Enrollment Committee; and
- WHEREAS, the “Emigrant Indian Trust of the Oneida Tribe of Indians of Wisconsin,” approved March 21, 1977, mandated at least one member of the Oneida Trust Enrollment Committee shall be from and represent the Oneida Business Committee; and
- WHEREAS, the Oneida General Tribal Council, through GTC Resolution #1-8-77-C, delegated administrative authority to the Oneida Trust Enrollment Committee to implement the areas of Trust; and
- WHEREAS, the Oneida General Tribal Council, through the Membership Ordinance adopted on July 2, 1984, further defined the role of the Oneida Trust Enrollment Committee as the official committee responsible for all aspects of tribal enrollment including the maintenance of the rolls for the Oneida Nation; and
- WHEREAS, the Oneida General Tribal Council, through the Membership Ordinance, has delegated the responsibility for maintaining the official rolls of the Oneida Nation to the Oneida Trust Enrollment Committee, and directed that all means shall be used to insure the maintenance of an accurate and confidential Oneida Nation roll to be located in the Offices of the Oneida Reservation in Wisconsin; and
- WHEREAS, the Oneida General Tribal Council, through GTC Resolution 1-8-90, has authorized the Oneida Trust Enrollment Committee to hire financial consultants and investment advisors; and

- WHEREAS, the Oneida General Tribal Council, through GTC Resolution 6-30-90-A and the Per Capita Trust Fund Distribution Plan, has directed that per capita payments be made to members sixty-five (65) years of age and older, and has authorized the Oneida Trust Enrollment Committee to manage the distribution of these monies, to collect monies from new tribal revenues, to negotiate with the Oneida Business Committee regarding annual tribal contributions to the trust fund, to veto the invasion of principal of the trust fund, to create additional trust reserves for handicapped, burial and scholarship, and to manage and invest the trust fund; and that no disturbance of this principal shall occur without 2/3 majority vote of all three (3) of the following: Oneida General Tribal Council, Oneida Trust Enrollment Committee and Oneida Business Committee, and
- WHEREAS, on behalf of the Oneida General Tribal Council, the Oneida Business Committee, through the Per Capita Trust Agreement of November 9, 1994, as amended from time to time, transferred authority to the Oneida Trust Enrollment Committee to manage trust accounts for per capita payments to minors, and directed that disputes between the Oneida Trust Enrollment Committee and the Oneida Business Committee be resolved by negotiation, or in the event that negotiations fail, by the Oneida General Tribal Council; and
- WHEREAS, the Oneida Business Committee, through BC Resolution 5-10-95-D, has authorized the Oneida Trust Enrollment Committee to monitor funds held in trust by the BIA, and to utilize technological resources available through the BIA; and
- WHEREAS, the Oneida Business Committee, through the Per Capita Law, has recognized the authority of the Oneida Trust Enrollment Committee to manage trust accounts, to identify persons eligible for per capita payments, to review the Tribal Revenue Allocation Plan, and to submit recommended changes regarding trust and enrollment functions included in the Tribal Revenue Allocation Plan.
- WHEREAS, the Oneida Business Committee, through BC Resolution 2-23-05-G delegated exclusive control to the Oneida Trust Enrollment Committee for managing all Oneida Endowment Funds in accordance with Tribal Law; and
- WHEREAS, the Oneida Trust Enrollment Committee is the official governing and final authoritative body to carry out all policy and procedures in the operation of the Trust Enrollment Department; and
- WHEREAS, the Oneida Business Committee and the Oneida Trust Enrollment Committee have each determined that it is in the best interest of the Oneida Nation that an agreement be reached between the Oneida Business Committee and the Oneida Trust Enrollment Committee regarding the autonomous administration of the Trust Enrollment Department and the exercise of the authority delegated to the Oneida Trust Enrollment Committee; and
- WHEREAS, this Memorandum of Agreement is consistent with the Nation's existing laws, policies, and procedures concerning the administrative and fiduciary responsibilities of the Oneida Trust Enrollment Department and the Oneida Trust Enrollment Committee; and

WHEREAS, the Oneida Business Committee and Oneida Trust Enrollment Committee have each approved the terms of this Memorandum of Agreement and have directed both respective Chairpersons to execute this Agreement on behalf of each Committee;

WITNESSETH:

- 1) The administrative duties and governing activities related to the operation and planning of the Trust Enrollment Department will be by sole approval and sign off authority of the Oneida Trust Enrollment Committee in accordance with the Nation's existing Laws and Policies.
- 2) The Oneida Trust Enrollment Committee, as delegated by the Oneida General Tribal Council, will receive, review, and recommend for approval all enrollment applications pursuant to the Membership Ordinance, with final approval of new enrollees by the Oneida Business Committee.
- 3) All Enrollment information shared with the Oneida Business Committee must be maintained with strictest of confidentiality.
- 4) The Oneida Trust Enrollment Committee will direct the Trust Enrollment Department to expand the data processing base and records located within the Trust Enrollment Department to include:
  - a) Maintain the computerized tribal census database and, in the discretion of the Oneida Trust Enrollment Committee, the distribution of such data to the Nation's departments in accordance with the terms of an approved MOA.
    - i) Enrollment information maintained in a computerized database, regardless of its physical location, shall be subject to the strict confidentiality requirements of the Membership Ordinance. The confidentiality of a computerized enrollment database shall be the responsibility of the Oneida Trust Enrollment Committee. Access to any computerized enrollment database established pursuant to this provision can only be obtained by written approval of the Oneida Trust Enrollment Committee. Employees of the tribal department charged with the responsibility of developing and housing the Enrollment database are bound by the confidentiality requirements of the Membership Ordinance in the same manner as the Oneida Trust Enrollment Committee.
  - b) Maintain the computerized tribal census database for the use of the Oneida Nation and Members who may be authorized by the Oneida Trust Enrollment Committee, pursuant to the Membership Ordinance, to receive a family tree record for an appropriate fee.
  - c) The Trust Enrollment Department will be responsible for maintaining the information processing systems for the daily monitoring of the Trust Funds and is authorized to subscribe to technological services to monitor, measure, and report on the trust funds.
- 5) All Trust Enrollment Department functions shall be administered in conformity with applicable trust agreements, any other duly approved agreement, ordinance, resolution, by-law, or procedure, as directed by the Oneida General Tribal Council.

- 6) All Trust Enrollment Department employee grievances will be processed in accordance with the Oneida Nation's laws, policies, and rules governing employment, provided that, there will be no Area Manager review for grievances of the Trust Enrollment Director.
- 7) All contracts, grants, and proposals related to the operation or planning for the Trust Enrollment Department will be first reviewed and endorsed by the Oneida Trust Enrollment Committee. Copies will be provided to the Oneida Business Committee as Information only."
- 8) The Oneida Trust Enrollment Committee shall receive 50% of the gross receipts of the vendor licensing revenue collected in accordance with the Vendor Licensing law each year upon completion of the Oneida Nation's organization-wide annual audit. The revenue is designated for deposit only into the Elderly Per Capita Payment Distribution Trust Plan (Elder, Per Capita, Education, and General Welfare Trust) pursuant to GTC Resolution 6-30-90-A Addendum.
- 9) The Oneida Trust Enrollment Committee must approve and the Oneida Business Committee may review fiscal year budgets prepared by the Trust Enrollment Department prior to submission to Oneida General Tribal Council for final approval.
  - a) The Oneida Nation's general fund will provide no less than 75% of the Trust Enrollment Department and the Oneida Trust Enrollment Committee's annual operating budgets for services rendered. The Oneida Business Committee will support, to the extent feasible and justifiable within the scope of its authority, the allocation of funds needed to carry out directives of the Oneida General Tribal Council's or Oneida Business Committee's unfunded or emergency mandates.
  - b) In the event the Nation's contribution warrants revision, it will be negotiated between the Oneida Business Committee and Oneida Trust Enrollment Committee.
  - c) The Oneida Business Committee will support, to the extent feasible and justifiable within the scope of their authority, the allocation of funds needed to carry out the terms of this Agreement.
- 10) Long and short-range planning of the Trust Enrollment Department and the Oneida Trust Enrollment Committee will be coordinated with the Oneida Business Committee at the regularly scheduled Joint meetings or Emergency meetings as needed.
  - a) A quorum of both the Oneida Trust Enrollment Committee and the Oneida Business Committee is required in order to conduct a meeting.
- 11) The Oneida Trust Enrollment Committee will provide written annual and semi-annual reports to the Oneida General Tribal Council in accordance with tribal procedures established for all Oneida General Tribal Council reports.
- 12) The Oneida Trust Enrollment Committee will submit copies of meeting minutes to the Secretary of the Oneida Business Committee within a reasonable time after approval by the Oneida Trust Enrollment Committee.

- 13) Either party may propose amendments to this Agreement by submitting such amendments in writing to the Chairperson of the other party. Notice of the proposed amendments shall thereafter be placed on the agenda for the next regularly scheduled meeting. No amendment shall become effective unless it is agreed to in writing by both parties.
- 14) This Agreement shall supersede any and all prior Memoranda of Agreement between the Oneida Business Committee and Oneida Trust Enrollment Committee and shall remain in effect unless terminated by a party or superseded by a subsequent Memorandum of Agreement between the parties.
- 15) In the event that a provision of this Agreement is determined to be invalid or unenforceable, or is superseded by a directive of the Oneida General Tribal Council, the remaining provisions shall not be affected thereby and shall remain in full force and effect.
- 16) This Memorandum of Agreement shall be reviewed by both parties on an annual basis at the first quarterly meeting after the annual Oneida Trust Enrollment Committee Officers election.
- 17) In the event there is a dispute between the parties regarding the terms of this agreement or any matter related to this agreement, either party may call for dispute resolution by serving written notice on the Chairperson of the other party. Such notice shall specify the nature of the dispute and shall request a meeting of the parties. Within fifteen (15) business days of service of such notice, the parties shall meet in an attempt to resolve the dispute. Neither party shall be entitled to serve notice of termination of this agreement unless this dispute resolution process has been invoked, the parties have met in an attempt to resolve the dispute which serves as the basis for termination, and thirty (30) calendar days have elapsed from the date of such meeting.
- 18) Upon satisfaction of the provisions of paragraph 17 above, either party may terminate this agreement by serving ninety (90) calendar days prior written notice of termination on the other party.
- 19) Any notice which a party is required or permitted to serve on the other party under this agreement shall be served on that party by first-class mail, return receipt requested, certified inter-office mail, or personal delivery, and shall be addressed to the Chairperson of such party at the address listed below. Service shall be effective upon receipt by the party.

Chair  
 Oneida Business Committee  
 P O Box 365  
 Oneida WI 54155-0365

Chair  
 Oneida Trust Enrollment Committee  
 P O Box 365  
 Oneida WI 54155-0365

IN WITNESS WHEREOF the authorized representatives of the parties have hereunto set their hands on the dates set forth below.

\_\_\_\_\_  
 Debbie Danforth, Chair  
 Oneida Trust Enrollment Committee

\_\_\_\_\_  
 Date

---

Tehassi Hill, Chair  
Oneida Business Committee

---

Date

*Approved XX-XX-XXXX*

*Approved 03-11-2020*

*Approved 02-27-2019*

*Approved 02-14-2018*

*Approved 02-08-2017*

*Approved 01-28-2015*

*Approved 07-25-2012*

*Approved 06-23-2010*

*Approved 07-05-2006*

*Approved 01-12-2005*

*Approved 04-16-2003*

*Approved 03-13-2002*

*Approved 12-31-1992*

*Approved 02-22-1988*



**ONEIDA TRUST ENROLLMENT COMMITTEE  
ONEIDA BUSINESS COMMITTEE  
MEMORANDUM OF AGREEMENT**



This Memorandum of Agreement is entered into this ~~28<sup>th</sup>~~ day of ~~April~~ ~~March~~ 2021~~0~~ by and between the Oneida Business Committee and the Oneida Trust Enrollment Committee and both parties agree to respect and abide by the provisions set forth herein.

- WHEREAS, the Oneida General Tribal Council has delegated the authority of Article IV, Section 1 of the Constitution of the Oneida Nation to the Oneida Business Committee; and
- WHEREAS, the Oneida General Tribal Council through GTC Resolution #74-4-28 established the Oneida Trust Enrollment Committee to be responsible for the administration and deposition of the trust monies; and
- WHEREAS, the Oneida General Tribal Council, on January 8, 1977, approved the “Emigrant Indian Trust of the Oneida Tribe of Indians of Wisconsin,” as established by the Oneida Trust Enrollment Committee; and
- WHEREAS, the “Emigrant Indian Trust of the Oneida Tribe of Indians of Wisconsin,” approved March 21, 1977, mandated at least one member of the Oneida Trust Enrollment Committee shall be from and represent the Oneida Business Committee; and
- WHEREAS, the Oneida General Tribal Council, through GTC Resolution #1-8-77-C, delegated administrative authority to the Oneida Trust Enrollment Committee to implement the areas of Trust; and
- WHEREAS, the Oneida General Tribal Council, through the Membership Ordinance adopted on July 2, 1984, further defined the role of the Oneida Trust Enrollment Committee as the official committee responsible for all aspects of tribal enrollment including the maintenance of the rolls for the Oneida Nation; and
- WHEREAS, the Oneida General Tribal Council, through the Membership Ordinance, has delegated the responsibility for maintaining the official rolls of the Oneida Nation to the Oneida Trust Enrollment Committee, and directed that all means shall be used to insure the maintenance of an accurate and confidential Oneida Nation roll to be located in the Offices of the Oneida Reservation in Wisconsin; and
- WHEREAS, the Oneida General Tribal Council, through GTC Resolution 1-8-90, has authorized the Oneida Trust Enrollment Committee to hire financial consultants and investment advisors; and

- WHEREAS, the Oneida General Tribal Council, through GTC Resolution 6-30-90-A and the Per Capita Trust Fund Distribution Plan, has directed that per capita payments be made to members sixty-five (65) years of age and older, and has authorized the Oneida Trust Enrollment Committee to manage the distribution of these monies, to collect monies from new tribal revenues, to negotiate with the Oneida Business Committee regarding annual tribal contributions to the trust fund, to veto the invasion of principal of the trust fund, to create additional trust reserves for handicapped, burial and scholarship, and to manage and invest the trust fund; and that no disturbance of this principal shall occur without 2/3 majority vote of all three (3) of the following: Oneida General Tribal Council, Oneida Trust Enrollment Committee and Oneida Business Committee, and
- WHEREAS, on behalf of the Oneida General Tribal Council, the Oneida Business Committee, through the Per Capita Trust Agreement of November 9, 1994, as amended from time to time, transferred authority to the Oneida Trust Enrollment Committee to manage trust accounts for per capita payments to minors, and directed that disputes between the Oneida Trust Enrollment Committee and the Oneida Business Committee be resolved by negotiation, or in the event that negotiations fail, by the Oneida General Tribal Council; and
- WHEREAS, the Oneida Business Committee, through BC Resolution 5-10-95-D, has authorized the Oneida Trust Enrollment Committee to monitor funds held in trust by the BIA, and to utilize technological resources available through the BIA; and
- WHEREAS, the Oneida Business Committee, through the Per Capita Law, has recognized the authority of the Oneida Trust Enrollment Committee to manage trust accounts, to identify persons eligible for per capita payments, to review the Tribal Revenue Allocation Plan, and to submit recommended changes regarding trust and enrollment functions included in the Tribal Revenue Allocation Plan.
- WHEREAS, the Oneida Business Committee, through BC Resolution 2-23-05-G delegated exclusive control to the Oneida Trust Enrollment Committee for managing all Oneida Endowment Funds in accordance with Tribal Law; and
- WHEREAS, the Oneida Trust Enrollment Committee is the official governing and final authoritative body to carry out all policy and procedures in the operation of the Trust Enrollment Department; and
- WHEREAS, the Oneida Business Committee and the Oneida Trust Enrollment Committee have each determined that it is in the best interest of the Oneida Nation that an agreement be reached between the Oneida Business Committee and the Oneida Trust Enrollment Committee regarding the autonomous administration of the Trust Enrollment Department and the exercise of the authority delegated to the Oneida Trust Enrollment Committee; and
- WHEREAS, this Memorandum of Agreement is consistent with the Nation's existing laws, policies, and procedures concerning the administrative and fiduciary responsibilities of the Oneida Trust Enrollment Department and the Oneida Trust Enrollment Committee; and

WHEREAS, the Oneida Business Committee and Oneida Trust Enrollment Committee have each approved the terms of this Memorandum of Agreement and have directed both respective Chairpersons to execute this Agreement on behalf of each Committee;

WITNESSETH:

- 1) The administrative duties and governing activities related to the operation and planning of the Trust Enrollment Department will be by sole approval and sign off authority of the Oneida Trust Enrollment Committee in accordance with the Nation's existing Laws and Policies.
- 2) The Oneida Trust Enrollment Committee, as delegated by the Oneida General Tribal Council, will receive, review, and recommend for approval all enrollment applications pursuant to the Membership Ordinance, with final approval of new enrollees by the Oneida Business Committee.
- 3) All Enrollment information shared with the Oneida Business Committee must be maintained with strictest of confidentiality.
- 4) The Oneida Trust Enrollment Committee will direct the Trust Enrollment Department to expand the data processing base and records located within the Trust Enrollment Department to include:
  - a) Maintain the computerized tribal census database and, in the discretion of the Oneida Trust Enrollment Committee, the distribution of such data to the Nation's departments in accordance with the terms of an approved MOA.
    - i) Enrollment information maintained in a computerized database, regardless of its physical location, shall be subject to the strict confidentiality requirements of the Membership Ordinance. The confidentiality of a computerized enrollment database shall be the responsibility of the Oneida Trust Enrollment Committee. Access to any computerized enrollment database established pursuant to this provision can only be obtained by written approval of the Oneida Trust Enrollment Committee. Employees of the tribal department charged with the responsibility of developing and housing the Enrollment database are bound by the confidentiality requirements of the Membership Ordinance in the same manner as the Oneida Trust Enrollment Committee.
  - b) Maintain the computerized tribal census database for the use of the Oneida Nation and Members who may be authorized by the Oneida Trust Enrollment Committee, pursuant to the Membership Ordinance, to receive a family tree record for an appropriate fee.
  - c) The Trust Enrollment Department will be responsible for maintaining the information processing systems for the daily monitoring of the Trust Funds and is authorized to subscribe to technological services to monitor, measure, and report on the trust funds.
- 5) All Trust Enrollment Department functions shall be administered in conformity with applicable trust agreements, any other duly approved agreement, ordinance, resolution, by-law, or procedure, as directed by the Oneida General Tribal Council.

- 6) All Trust Enrollment Department employee grievances will be processed in accordance with the Oneida Nation's laws, policies, and rules governing employment, provided that, there will be no Area Manager review for grievances of the Trust Enrollment Director.
- 7) All contracts, grants, and proposals related to the operation or planning for the Trust Enrollment Department will be first reviewed and endorsed by the Oneida Trust Enrollment Committee. Copies will be provided to the Oneida Business Committee as Information only."
- 8) The Oneida Trust Enrollment Committee shall receive 50% of the gross receipts of the vendor licensing revenue collected in accordance with the Vendor Licensing law each year upon completion of the Oneida Nation's organization-wide annual audit. The revenue is designated for deposit only into the Elderly Per Capita Payment Distribution Trust Plan (Elder, Per Capita, Education, and General Welfare Trust) pursuant to GTC Resolution 6-30-90-A Addendum.
- 9) The Oneida Trust Enrollment Committee must approve and the Oneida Business Committee may review fiscal year budgets prepared by the Trust Enrollment Department prior to submission to Oneida General Tribal Council for final approval.
  - a) The Oneida Nation's general fund will provide no less than 75% of the Trust Enrollment Department and the Oneida Trust Enrollment Committee's annual operating budgets for services rendered. The Oneida Business Committee will support, to the extent feasible and justifiable within the scope of its authority, the allocation of funds needed to carry out directives of the Oneida General Tribal Council's or Oneida Business Committee's unfunded or emergency mandates.
  - b) In the event the Nation's contribution warrants revision, it will be negotiated between the Oneida Business Committee and Oneida Trust Enrollment Committee.
  - c) The Oneida Business Committee will support, to the extent feasible and justifiable within the scope of their authority, the allocation of funds needed to carry out the terms of this Agreement.
- 10) Long and short-range planning of the Trust Enrollment Department and the Oneida Trust Enrollment Committee will be coordinated with the Oneida Business Committee at the regularly scheduled Joint meetings or Emergency meetings as needed.
  - a) ~~A quorum of both the Oneida Trust Enrollment Committee and the Oneida Business Committee is required in order to conduct a meeting.~~ Acknowledging BC Resolution 03-27-19-D does not require a quorum for Joint Meetings however, Oneida Trust Enrollment Committee and Oneida Business Committee mutually agree that a quorum of both parties is required to conduct their Joint Meetings.
- 11) The Oneida Trust Enrollment Committee will provide written annual and semi-annual reports to the Oneida General Tribal Council in accordance with tribal procedures established for all Oneida General Tribal Council reports.
- 12) The Oneida Trust Enrollment Committee will submit copies of meeting minutes to the Secretary of the Oneida Business Committee within a reasonable time after approval by the Oneida Trust Enrollment Committee.

- 13) Either party may propose amendments to this Agreement by submitting such amendments in writing to the Chairperson of the other party. Notice of the proposed amendments shall thereafter be placed on the agenda for the next regularly scheduled meeting. No amendment shall become effective unless it is agreed to in writing by both parties.
- 14) This Agreement shall supersede any and all prior Memoranda of Agreement between the Oneida Business Committee and Oneida Trust Enrollment Committee and shall remain in effect unless terminated by a party or superseded by a subsequent Memorandum of Agreement between the parties.
- 15) In the event that a provision of this Agreement is determined to be invalid or unenforceable, or is superseded by a directive of the Oneida General Tribal Council, the remaining provisions shall not be affected thereby and shall remain in full force and effect.
- 16) This Memorandum of Agreement shall be reviewed by both parties on an annual basis at the first quarterly meeting after the annual Oneida Trust Enrollment Committee Officers election.
- 17) In the event there is a dispute between the parties regarding the terms of this agreement or any matter related to this agreement, either party may call for dispute resolution by serving written notice on the Chairperson of the other party. Such notice shall specify the nature of the dispute and shall request a meeting of the parties. Within fifteen (15) business days of service of such notice, the parties shall meet in an attempt to resolve the dispute. Neither party shall be entitled to serve notice of termination of this agreement unless this dispute resolution process has been invoked, the parties have met in an attempt to resolve the dispute which serves as the basis for termination, and thirty (30) calendar days have elapsed from the date of such meeting.
- 18) Upon satisfaction of the provisions of paragraph 17 above, either party may terminate this agreement by serving ninety (90) calendar days prior written notice of termination on the other party.
- 19) Any notice which a party is required or permitted to serve on the other party under this agreement shall be served on that party by first-class mail, return receipt requested, certified inter-office mail, or personal delivery, and shall be addressed to the Chairperson of such party at the address listed below. Service shall be effective upon receipt by the party.

Chair  
 Oneida Business Committee  
 P O Box 365  
 Oneida WI 54155-0365

Chair  
 Oneida Trust Enrollment Committee  
 P O Box 365  
 Oneida WI 54155-0365

IN WITNESS WHEREOF the authorized representatives of the parties have hereunto set their hands on the dates set forth below.

\_\_\_\_\_  
 Debbie Danforth, Chair  
 Oneida Trust Enrollment Committee

\_\_\_\_\_  
 Date

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Tehassi Hill, Chair  
Oneida Business Committee

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Date

| ~~Approved 04XX-28XX-2021XXXX~~

*Approved 03-11-2020*

*Approved 02-27-2019*

*Approved 02-14-2018*

*Approved 02-08-2017*

*Approved 01-28-2015*

*Approved 07-25-2012*

*Approved 06-23-2010*

*Approved 07-05-2006*

*Approved 01-12-2005*

*Approved 04-16-2003*

*Approved 03-13-2002*

*Approved 12-31-1992*

*Approved 02-22-1988*



**ONEIDA TRUST ENROLLMENT COMMITTEE  
ONEIDA BUSINESS COMMITTEE  
MEMORANDUM OF AGREEMENT**



This Memorandum of Agreement is entered into this      th day of                      , 2021 by and between the Oneida Business Committee and the Oneida Trust Enrollment Committee and both parties agree to respect and abide by the provisions set forth herein.

- WHEREAS,                      the Oneida General Tribal Council has delegated the authority of Article IV, Section 1 of the Constitution of the Oneida Nation to the Oneida Business Committee; and
- WHEREAS,                      the Oneida General Tribal Council through GTC Resolution #74-4-28 established the Oneida Trust Enrollment Committee to be responsible for the administration and deposition of the trust monies; and
- WHEREAS,                      the Oneida General Tribal Council, on January 8, 1977, approved the “Emigrant Indian Trust of the Oneida Tribe of Indians of Wisconsin,” as established by the Oneida Trust Enrollment Committee; and
- WHEREAS,                      the “Emigrant Indian Trust of the Oneida Tribe of Indians of Wisconsin,” approved March 21, 1977, mandated at least one member of the Oneida Trust Enrollment Committee shall be from and represent the Oneida Business Committee; and
- WHEREAS,                      the Oneida General Tribal Council, through GTC Resolution #1-8-77-C, delegated administrative authority to the Oneida Trust Enrollment Committee to implement the areas of Trust; and
- WHEREAS,                      the Oneida General Tribal Council, through the Membership Ordinance adopted on July 2, 1984, further defined the role of the Oneida Trust Enrollment Committee as the official committee responsible for all aspects of tribal enrollment including the maintenance of the rolls for the Oneida Nation; and
- WHEREAS,                      the Oneida General Tribal Council, through the Membership Ordinance, has delegated the responsibility for maintaining the official rolls of the Oneida Nation to the Oneida Trust Enrollment Committee, and directed that all means shall be used to insure the maintenance of an accurate and confidential Oneida Nation roll to be located in the Offices of the Oneida Reservation in Wisconsin; and
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- WHEREAS, on behalf of the Oneida General Tribal Council, the Oneida Business Committee, through the Per Capita Trust Agreement of November 9, 1994, as amended from time to time, transferred authority to the Oneida Trust Enrollment Committee to manage trust accounts for per capita payments to minors, and directed that disputes between the Oneida Trust Enrollment Committee and the Oneida Business Committee be resolved by negotiation, or in the event that negotiations fail, by the Oneida General Tribal Council; and
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WHEREAS, the Oneida Business Committee and Oneida Trust Enrollment Committee have each approved the terms of this Memorandum of Agreement and have directed both respective Chairpersons to execute this Agreement on behalf of each Committee;

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  - b) In the event the Nation's contribution warrants revision, it will be negotiated between the Oneida Business Committee and Oneida Trust Enrollment Committee.
  - c) The Oneida Business Committee will support, to the extent feasible and justifiable within the scope of their authority, the allocation of funds needed to carry out the terms of this Agreement.
- 10) Long and short-range planning of the Trust Enrollment Department and the Oneida Trust Enrollment Committee will be coordinated with the Oneida Business Committee at the regularly scheduled Joint meetings or Emergency meetings as needed.
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- 19) Any notice which a party is required or permitted to serve on the other party under this agreement shall be served on that party by first-class mail, return receipt requested, certified inter-office mail, or personal delivery, and shall be addressed to the Chairperson of such party at the address listed below. Service shall be effective upon receipt by the party.

Chair  
 Oneida Business Committee  
 P O Box 365  
 Oneida WI 54155-0365

Chair  
 Oneida Trust Enrollment Committee  
 P O Box 365  
 Oneida WI 54155-0365

IN WITNESS WHEREOF the authorized representatives of the parties have hereunto set their hands on the dates set forth below.

\_\_\_\_\_  
 Debbie Danforth, Chair  
 Oneida Trust Enrollment Committee

\_\_\_\_\_  
 Date

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Tehassi Hill, Chair  
Oneida Business Committee

---

Date

*Approved - -2021*  
*Approved 03-11-2020*  
*Approved 02-27-2019*  
*Approved 02-14-2018*  
*Approved 02-08-2017*  
*Approved 01-28-2015*  
*Approved 07-25-2012*  
*Approved 06-23-2010*  
*Approved 07-05-2006*  
*Approved 01-12-2005*  
*Approved 04-16-2003*  
*Approved 03-13-2002*  
*Approved 12-31-1992*  
*Approved 02-22-1988*

Considerations regarding the Budget Management and Control Law

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## Business Committee Agenda Request

**1. Meeting Date Requested:** 04/28/21

**2. General Information:**

Session:  Open  Executive – must qualify under §107.4-1.  
 Justification: *Choose reason for Executive.*

**3. Supporting Documents:**

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Bylaws                    | <input type="checkbox"/> Fiscal Impact Statement | <input type="checkbox"/> Presentation           |
| <input type="checkbox"/> Contract Document(s)      | <input type="checkbox"/> Law                     | <input type="checkbox"/> Report                 |
| <input checked="" type="checkbox"/> Correspondence | <input type="checkbox"/> Legal Review            | <input type="checkbox"/> Resolution             |
| <input type="checkbox"/> Draft GTC Notice          | <input type="checkbox"/> Minutes                 | <input type="checkbox"/> Rule (adoption packet) |
| <input type="checkbox"/> Draft GTC Packet          | <input type="checkbox"/> MOU/MOA                 | <input type="checkbox"/> Statement of Effect    |
| <input type="checkbox"/> E-poll results/back-up    | <input type="checkbox"/> Petition                | <input type="checkbox"/> Travel Documents       |
| <input type="checkbox"/> Other: <i>Describe</i>    |  |   |

**4. Budget Information:**

- |  |  |                                     |
|--|--|-------------------------------------|
| <input type="checkbox"/> Budgeted                  | <input type="checkbox"/> Budgeted – Grant Funded | <input type="checkbox"/> Unbudgeted |
| <input checked="" type="checkbox"/> Not Applicable | <input type="checkbox"/> Other: <i>Describe</i>  |                                     |

**5. Submission:**

Authorized Sponsor: Lisa Liggins, Secretary

Primary Requestor: \_\_\_\_\_

Additional Requestor: (Name, Title/Entity)

Additional Requestor: (Name, Title/Entity)

Submitted By: CWILSON1



## Memorandum

To: Oneida Business Committee

From: Lisa Liggins, Secretary

Date: April 20, 2021

Re: Considerations regarding the Budget Management and Control law

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This memorandum is intended to provide the Business Committee my concerns and requested considerations regarding the Budget Management and Control law.

At the April 20, 2021, Business Committee (BC) Work Session, I shared the attached correspondence outlining my concerns regarding our compliance with the Budget Management and Control law. Also provided was a copy of resolution BC-09-25-19-D *Guidance to Implement Good Governance Principles for Conducting Public Affairs and Managing Public Resources*.

At the BC Work Session I was asked to provide specific examples of concern. Please the listing below.

- 121.4-3 Budget Contingency Plan.
  - The Nation transitioned at the end of FY-2020 from a Tier V level of decline, the highest in the adopted Budget Contingency Plan (attached), to no tier at the beginning of FY-2021. This occurred while we are in the midst of an ongoing pandemic. We have been warned by our Financial professionals that is important to recognize the continued lower demand in consumer related sectors including Gaming, which is our primary source of revenue. We have also been notified that the economic recovery is expected to be lengthy due to a variety of factors (i.e. business supply-chain activity).
- 121.5-2. Community Input Budget Meeting.
  - The law requires one (1) meeting to be held prior to December 1st, with packet of questions/comments/responses to the BC in January.

- This concern has been partially addressed in 2<sup>nd</sup> resolve of BC Resolution # 11-24-20-F.
- 121.5-4. Annual Proposed Budgets.
  - The law requires the CFO to propose budget guidelines, with specific budget increase/decrease to the OBC for approval by the OBC in order to begin the budgeting process. These were not submitted for approved prior to the April 6, 2021, Budget Kick-off Meeting.
  - Additionally, the Budget Kick-off Presentation from April 6, 2021, indicates that line item guidance will be determined after Gaming and Retail have completed budgets (scheduled for April 23, 2021) and that guidance on positions will be shared in the near future.
    - As of today, no guidance provided regarding employment levels, new employees, travel, etc. has been provided.
- 121.5-8 Community Meetings.
  - These meetings on proposed budget are not included in the budget development deadlines or calendar.
- 121.9 Budget Transfers; Amendments
  - This section requires CFO input and recommendations which have not been presented unless specifically asked for and have been provided verbally. We have no documentation of any impact or input.
- One of the key ideas in the Budget Management and Control law appears to be transparency and input by members regarding the government's budget.
  - While FY-2021 may have been an exception, thus far, the FY-2022 Budget Process has not been transparent or responsive (again, see the Good Governance Principle resolution). In the published FY-22 budget calendar, there is a lack of opportunities for community input, and, although they could be forthcoming, there has been no indication those are being developed to be incorporated into the budget process.

I understand that the LOC has been asked to consider amendments to the Budget Management and Control law. The LRO has indicated that when they began discussing amendments to the Budget Management and Control law with the LOC it became obvious that comprehensive amendments were needed to transition this law from a process driven law to a policy driven law. Additionally, the LRO indicated there was a determination that this law should address broader financial policies of the Nation that go beyond simply just the budget process.

I fully support the initiative to make the appropriate corrections to create a policy driven law. In the meantime, in adherence with the oath of office, compliance with the current, process driven law, however arduous it may be, cannot be overlooked.

As such I'm requesting the BC consider either:

- an emergency repeal of the Budget Management and Control law due to the fact that the processes and procedures, specifically the deadlines for the various steps of the budget process, contained in the law are not currently being followed; or
- emergency amendments to the Budget Management and Control law to remove much of the budget process/deadlines and leave it simply at a budget should be adopted by September 30<sup>th</sup>.

Thank you.

**From:** [Lisa A. Liggins](#)  
**To:** [BC Work Session](#)  
**Subject:** FY-22 Budget and the Budget Management and Control law  
**Date:** Friday, April 16, 2021 2:00:27 PM  
**Attachments:** [09-25-19-D Guidance to Implement Good Governance Principles for Conducting Public Affairs and Managing Public Resources.pdf](#)

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Goal - Determine how best to move forward (i.e. legislative changes, resolution to document compliance/interpretations)

I have a concern with the FY-22 Budget process and need to comply with the current law. I understand that the LOC has been asked to consider amendments to the law, however, we need to make sure we are complying with the law as it currently stands. It is a process-intensive law and there are provisions and specific timelines provided. I'm suggesting that we either amend the law for FY-22 or document how the provisions have been complied with to the best of our ability. All this in order to ensure we are upholding resolution BC-09-25-10-D, namely Transparency and Accountability.

# Oneida Nation

Post Office Box 365

Phone: (920)869-2214



Oneida, WI 54155

## BC Resolution # 09-25-19-D

### Guidance to Implement Good Governance Principles for Conducting Public Affairs and Managing Public Resources

- WHEREAS,** the Oneida Nation 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 Nation; 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 Business Committee has the fiscal responsibility of preparing a comprehensive spending plan for review and approval by the General Tribal Council, and
- WHEREAS,** the Oneida Business Committee adopted resolution # BC-09-27-17-B, *Setting the Strategic Plan for the 2017-2020 Term of the Oneida Business Committee*, which identified that the foundation for building a strategic plan is built on Trust, Value-Based Budgeting, Sovereignty Protection, Change Management, and Communication; and
- WHEREAS,** On February 8, 2018, the Oneida Business Committee adopted the *Budget Management and Control - Twahwistatye?nitha?*, Chapter 121, which implements a budgeting process focused on value-based budgeting wherein budget increases and budget cuts are allocated based on a priority list approved by the Oneida Business Committee; and
- WHEREAS,** Chapter 121, “Budget Management and Control - Twahwistatye?nitha?” requires a three (3) year (Triennial) strategic planning cycle, and
- WHEREAS,** Section 121.4-1(a through c) directs that the triennial strategic plan shall at minimum include:
- (a) Major policy and budgetary goals for the Nation, both long and short term;
  - (b) Specific strategies and planned actions for achieving each goal; and
  - (c) Performance targets and indicators to track progress which, to the extent available, includes, but is not limited to:
    - (1) Statistics and trending data for, at a minimum, the last three (3) complete fiscal years; and
    - (2) Performance targets for, at a minimum, the next three (3) complete fiscal years moving forward; and
- WHEREAS,** Chapter 121, “Budget Management and Control - Twahwistatye?nitha?” lists 13 service groups which encompasses all units within the Nation to complete Triennial Strategic Plans in section 121.5-3(a):
- (1) Protection and Preservation of Natural Resources
  - (2) Protection and Preservation of Oneida Culture and Language

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**Guidance to Implement Good Governance Principles for Conducting Public Affairs and Managing Public Resources**  
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- (3) Education and Literacy
- (4) Health Care
- (5) Economic Enterprises
- (6) Building and Property Maintenance
- (7) Human Services
- (8) Public Safety
- (9) Housing
- (10) Utilities, Wells, Wastewater and Septic
- (11) Planning, Zoning and Development
- (12) Membership Administration
- (13) Government Administration; and

**WHEREAS,** each service group identified a “lead” person to organize, communicate, and report on behalf of each service group; and

**WHEREAS,** each service group should look to the greater good to incorporate “Good Governance Principles” to collectively:

1. Clear the path for Tribal operations,
2. Fulfill our constitutional responsibility to conserve and develop our common resources,
3. Promote the welfare of ourselves and our descendants; and

**NOW THEREFORE BE IT RESOLVED,** the Oneida Business Committee affirms the Good Governance principles as tools to support the value of each service groups outcomes, and

**NOW THEREFORE BE IT FINALLY RESOLVED,** the Oneida Business Committee adopts the following Good Governance principles and definitions:

**Rule of Law:** Ensuring the rules are known and applied equally to all with clear appeal (if needed) and are enforced by an impartial regulatory body, for the full protection of Oneida Nation stakeholders.

**Transparency:** Open communication about actions taken and decisions made ensuring access to information is clear.

**Responsiveness:** Availability to the public and timeous reaction to the needs and opinions of the public.

**Consensus Oriented:** Consultation is required to understand diverse interests (Membership, Employee, Community) in order to reach a broad consensus of what is in the best interest of the Nation and how this can be achieved in a sustainable and prudent manner.

**Equity and Inclusiveness:** Providing the opportunity for the Nation’s stakeholders to maintain, enhance, or generally improve their well-being which provides the most compelling message regarding its reason for existence and value to the Nation.

**Effectiveness and Efficiency:** Processes implemented by the Nation producing favorable results which meets the needs of Membership, Employees, Community, while making the best use of resources – human, technological, financial, natural and environmental.

**Accountability:** The acknowledgement and assumption of responsibility for decisions and actions as well as the applicable rules of law.

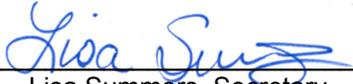
**Participation:** Fostering a system in which the public feels that they are part of decision-making processes, including freedom of expression and assiduous concern for the best interests of the Tribe and community in general.

#### **CERTIFICATION**

I, the undersigned, as Secretary of the Oneida Business Committee, hereby certify that the Oneida Business Committee is composed of 9 members of whom 5 members constitute a quorum; 7 members were present at a meeting duly called, noticed and held on the 25<sup>th</sup> day of September, 2019; that the

**BC Resolution # 09-25-19-D**  
**Guidance to Implement Good Governance Principles for Conducting Public Affairs and Managing Public Resources**  
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forgoing resolution was duly adopted at such meeting by a vote of 6 members for, 0 members against, and 0 members not voting\*; and that said resolution has not been rescinded or amended in any way.

  
\_\_\_\_\_  
Lisa Summers, Secretary  
Oneida Business Committee

\*According to the By-Laws, Article I, Section 1, the Chair votes "only in the case of a tie."

# Oneida Nation

Post Office Box 365

Phone: (920)869-2214



Oneida, WI 54155

## BC Resolution # 09-13-17-A

### Adoption of Budget Contingency Plan in Conformance with the Budget Control and Management and Control Law

- WHEREAS,** the Oneida Nation 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 Nation; 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 Business Committee adopted resolution # BC-10-08-08-A, *Adopting Expenditure Authorization and Reporting Requirements*, which set forth requirements for reporting to the General Tribal Council regarding expenditures and budget related actions; and
- WHEREAS,** the Oneida Business Committee adopted resolution # BC-02-11-15-A, *Budget Initiative for Fiscal Years 2016, 2017, and 2018*, which identified the goals of “promoting economic stability, good governance, social progress and a rising standard of living for all enrolled Oneidas” and set the following budget goal:  
 The end in mind is “Sustainability.” Assessment guidelines will be the path for the Tribal organization to develop a Fiscal Year 2016 budget so that we may begin to implement strategies for growth in Fiscal Year 2017 and Fiscal Year 2018 to support the Oneida Tribe overall, *Resolve #1*; and
- WHEREAS,** the Oneida Business Committee has continued to support the assessment, implement, and review by adoption of resolutions regarding the budget development such as resolution # BC-12-09-15-A, *Guidance for Implementing Fiscal Year 2016 Budget and Developing Fiscal Year 2017 and Fiscal Year 2018 Budget*,  
 that tribal operations, at all levels, are expected to know and understand the objectives and budget initiatives for guiding actions during Fiscal Year 2016 and developing the Fiscal Year 2017 and 2018 budgets; and more specifically tribal operations are directed to create a more effective workforce based on Strategic Workforce Planning proposal as approved by the Oneida Business Committee on October 22, 2014, *Resolve #1*  
 the Oneida Business Committee continues to support Fiscal Year 2017 as a “Year of Action” and directs the organization to continue implementing their Fiscal Year 2016 transition and efficiency plans, while focusing on Community Development, New Revenues, Reducing Debt, and Improving Employment Programs, *Resolve # 2*; and
- WHEREAS,** the Oneida Business Committee recommitted to development of a budget and finance law for the Oneida Nation to guide how budgets are developed and expenditures are authorized; and

**WHEREAS,** the Oneida Business Committee adopted resolution # BC-02-08-17-C, *Adoption of the Budget Management and Control Law*, with an implementation date of October 1, 2017, which sets forth directives and guidance regarding short term and long term financial planning through budgeting and contingency planning; and

**WHEREAS,** the Budget Management and Control Law, in section 121.4-3, requires the development of a Budget Contingency Plan "which provides a strategy for the Nation to respond to extreme financial distress that could negatively impact the Nation;" and

**WHEREAS,** the Treasurer has worked with the Chief Financial Officer, the Assistant Chief Financial Officer, Division Directors, and the Finance Committee to identify contingency planning options and goals to present to the Oneida Business Committee for review and approval to comply with section 121.4-3 in anticipation of the implementation date of the Budget Management and Control Law; and

**NOW THEREFORE BE IT RESOLVED,** Tribal operations are required to develop contingency plans for their respective areas, and update them by the first (1<sup>st</sup>) of March on an annual basis. Contingency plans shall be developed by Tribal operations and by each subsection of the operations supervised by the direct report or appropriate Chairperson of Tribal Boards, Committees, and Commissions. Each direct report or appropriate Chairperson shall be responsible for receiving, reviewing, approving, and maintaining the contingency plans for each subsection of the operations supervised by the direct report or appropriate Chairperson. Direct reports or appropriate Chairperson shall submit their high-level contingency plans to the officers of the Oneida Business Committee.

**BE IT FURTHER RESOLVED,** the Oneida Business Committee does hereby adopt the attached *Budget Contingency Plan*.

#### CERTIFICATION

I, the undersigned, as Secretary of the Oneida Business Committee, hereby certify that the Oneida Business Committee is composed of 9 members of whom 5 members constitute a quorum; 5 members were present at a meeting duly called, noticed and held on the 13<sup>th</sup> day of September, 2017; that the forgoing resolution was duly adopted at such meeting by a vote of 4 members for, 0 members against, and 0 members not voting; and that said resolution has not been rescinded or amended in any way.



Lisa Summers, Tribal Secretary  
Oneida Business Committee

\*According to the By-Laws, Article I, Section 1, the Chair votes "only in the case of a tie."



The purpose of the Budget Contingency Plan is to establish a guideline and general approach to respond to financial distress and conditions that could negatively impact the Oneida Nation's fiscal health. The primary goals established in this plan will be the foundation and basis for budgetary decision-making. This plan includes a systematic response to financial distress, as opposed to reactionary decision-making that could have a long-term negative impact to the Nation.

### PRIMARY GOALS

The primary goals of the Nation's Budget Contingency Plan are as follows:

- To protect the integrity and sovereignty of the Nation
- Preserve the Nation's solvency
- Maintain a balanced budget
- Preserve the Nation's core services, according to the Budget Management Control Act 121.5-3 (a)
- To ensure there is reliable communication

The Nation will strive to continue providing a balance of services within its financial ability. The plan will include the continued ability to achieve the Nation's mission to strengthen and protect our people, reclaim our land and enhance the environment by exercising our sovereignty. This will be achieved through fiscal responsibility, attentive planning, and continuous improvement.

### IDENTIFIED TRIGGERS

The execution of the plan will be anticipated by the identified triggers that influence financial distress circumstances. These circumstances are defined in the Budget Management and Control Act 121.4-3 (c): Natural disasters, human-made disasters, United States government shutdown, Tribal shut down, and economic downturns.

- Natural Disasters
  - Tornadoes
  - Blizzards
  - Extreme weather conditions
  - Ice
  - Any environmental event having an impact on revenue generators
- Human-made Disasters
  - Computers
  - Software breaches
  - Hostage
  - Electricity

- Pandemic
  - Water supply becomes contaminated through man made or the land fill fails
- External government influences or changes in policy shift, for example taxation of Gaming
  - United States Government Shutdown
  - Grants – Tribal contribution is impacted
  - Discretionary spending
  - Repeal of Affordable Care Act, change in federal policy
- Tribal Shutdown
  - BC/GTC mandates
- Economic Downturns
  - Gross domestic product declines 3 consecutive quarters
  - Regional downturn
  - Sectors impacting gross domestic product

### KEY FUNDAMENTALS

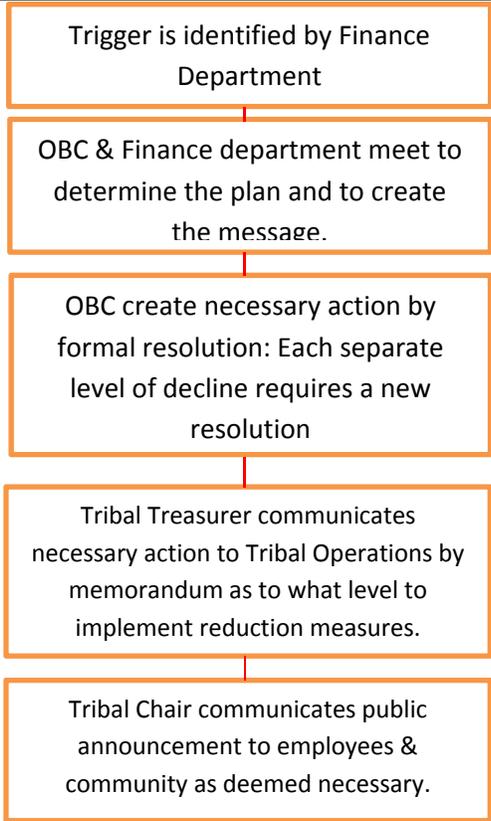
1. Utilize Permanent Executive Contingency Fund  
Objective: To assess the type of fiscal challenge. The type of challenge (temporary or permanent) will determine the strategy used based on the CFO's professional assessment
  - a. The type of financial distress will determine the level of utilization of the Permanent Executive Contingency Fund. The following purposes, and only to the extent that alternative funding sources are unavailable are:
    - i. Payments to notes payable to debt service, both principal and interest, and applicable service fees;
    - ii. (2) Employee payroll, including all applicable taxes;
    - iii. (3) Payments to vendors for gaming and retail;
    - iv. (4) Payments to vendors for governmental operations;
    - v. (5) Payments to any other debt; and
    - vi. (6) To sustain any of the Nation's other operations during implementation of the budget contingency plan.
2. Identify Budget Balancing Options
  - a. In the long-term, there are typically two basic budget balancing options:
    - i. Identify alternative funding resources
    - ii. Reduce expenditures
  - b. In the short-term, use of the Executive Permanent Contingency Fund is an option, but is not a long-term solution

3. Strategy – An agreement of the reviewed processes will be established between the Tribal Operations and the CFO’s office. Tribal Operations are responsible for identifying expenditure reduction options that are:
  - i. Realistic and ongoing
  - ii. Reflect the least service impacts
  - iii. Maintain essential needs
4. Preparing Operating Expenditure Reduction Measures
  - a. Reduction measures will be based on priorities. The priorities have been identified as:
    - i. Safety
    - ii. Health
    - iii. Regulatory
5. Capital Improvement (CI) Plan Projects & Capital Expenditures (Cap Ex)
  - a. CI projects needed to maintain existing infrastructure will have a higher priority
  - b. Cap Ex identified as priority
  - c. IT & Technology projects identified as priority
6. Provide Ongoing Monitoring of the Nation’s Fiscal Health
  - a. In effort to keep the lines of communication open for the employees and community, the Finance Office will provide ongoing reporting and monitoring on a quarterly basis or more frequently if the need arises
7. Employee Connection
  - a. Communication efforts shall be made with the employees and community
  - b. This approach is being used as Oneida Nation believes in treating employees with respect which means keeping the employees abreast about the Nation’s plans that could potentially affect them

#### **APPROVAL AND IMPLEMENTATION**

The Oneida Business Committee approved this plan for implementation on September 13, 2017. The CFO’s office will closely monitor this plan to ensure the Nation is achieving its goals. The Oneida Business Committee, with the advice from the CFO’s office is responsible for preparing the recommended action plan whereas the O.B.C. shall create necessary action by formal resolution and each separate level of decline shall require a new resolution.

**BUDGET REDUCTIONS COMMUNICATION PROCESS**



<u>Level of Decline</u>	<u>Definition of Reductions</u> (all actions are with the advisement of the CFO's office)
Tier I	1% - Delaying expenses, deferment
Tier II	2% - Cost containments
Tier III	3 % - Tribal Operations & OBC identify and preserve specific core services
Tier IV	4% - Tribal Operations & OBC identify and preserve specific core services
Tier V	5% - The OBC identify mandatory cuts across the Nation

### Oneida Business Committee Agenda Request

Accept the Kunhi-yó "I'm Healthy" event notice and request BC members to provide an opening each day

1. Meeting Date Requested: 04 / 28 / 21

#### 2. General Information:

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

Agenda Header:

Accept as Information only

Action - please describe:

KUNHI-YO Healing Event  
  
Requested Action:  
Accept as FYI and assign BC members to provide an opening for each day of the event

#### 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/Submitter: Danelle Wilson, Executive 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:

Behavioral Health is sponsoring a Wellbriety Movement healing event August 30-September 1, 2021. Please see the attached Save the Date Flyer for some more information. Oneida Business Committee attendance would be appreciated and encouraged, to help support the community healing.

Respectfully requesting:

Chairman Hill to provide an opening prayer on 8/30

BC Council member to provide an opening on 8/31 and 9/1

Requested Action:

Accept as FYI and identify two (2) BC members to provide an opening on 8/31 and 9/1

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](mailto:BC_Agenda_Requests@oneidanation.org)



A good mind. A good heart. A strong fire.

Behavioral Health Services

**SAVE THE DATE**  
**August 30-September 1, 2021**  
**Kunhi-yo'**  
**"I'm Healthy"**  
**Oneida Community 3 days Healing Event**

**Event Sponsor:** Oneida Behavioral Health and Wellbriety Movement

Wellbriety Movement Guest Speaker Don Coyhis.

**Date:** Monday August 30<sup>th</sup> 9:00 am Opening Healing Sacred Hoop Ceremony

Tuesday August 31<sup>st</sup> 9:00 am Healing event including National Overdose awareness day.

Wednesday September 1<sup>st</sup> 9:00 am Healing event include Starts Recovery Month

**Location:** Radisson Hotel & Conference Center Green Bay 2040 Airport Dr. Green Bay Wisconsin 54313

**List of Events**

- Information on Mental Health and Substance Abuse services
- Prevention and recovery for people and family members who are struggling with addiction
- Health information booth for mind, body, and soul.
- Vendors selling Native American Art work and jewelry etc.
- Healing ceremony, nightly healing circles. 100 people limit sign up required for 3-night healing circle.

Everyone is welcome to join in on the Oneida community healing gathering 3 days packed full of healing for friends and family please join us as we heal together. Full Agenda to come.

**Please come share your information with the community. To have an information booth or to be a vendor at the event please contact Jacqueline Ninham Substance Abuse Coordinator [jninham3@oneidanation.org](mailto:jninham3@oneidanation.org) 490-3819 and/or Nathalie Benton BH Administrative Assistant [nbenton@oneidanation.org](mailto:nbenton@oneidanation.org) 490-3772.**

**Yukwatuhahele ne ^skwatatyatlhahs** We are excited you will join us

### Oneida Business Committee Agenda Request

Review and enter into the record - the Oneida Nation School System employment form - Administrator...

1. Meeting Date Requested: 4 / 28 / 21

#### 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/Submitter:   
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:

Per the 1988 MOA, the Oneida Nation School System shall submit contracts to the Oneida Business Committee for review. The School Board receives ONSS contract forms from school administration, annually, to review, update, and approve the contract language.

In addition to School Board approval, the contracts were sent to the following entities for their review and or approval: 1) School Board Attorney; 2) HRD; and 3) Law Office.

The School Board is requesting the Oneida Business Committee to review the SY21-22 ONSS Contract forms and to enter into the OBC record to fulfill the language in the contracts and MOA.

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 School Board Meeting Minutes

**Date:** February 19, 2021

**Time:** 5:00 p.m.

**Place:** Online TEAMS Meeting

The Oneida Nation School Board is committed and accountable to students, parents, families, staff, and community members to provide regulatory oversight for a safe, positive, culturally diverse, holistic, learning atmosphere based on Onayoté a'ka values. We will provide the expectations, resources, and educational opportunities to encourage students to be productive.

Present: Aaron Manders, Sylvia Cornelius, Melinda K. Danforth, Vicki L. Cornelius

Excused: Sacheen Lawrence

Unexcused:

Others: Sheri Mousseau, Peggy Schneider, Jolene Hensberger (recorder)

Called to order: Aaron Manders

Time: 5:01 p.m.

Chair requested a brief pause in respect to Sacheen Lawrence.

### **I: Adopt Agenda**

Motion by Sylvia Cornelius to SC / VC to move the executive session to first on the agenda and to add the Quarter 1 School Board Report for retro-approval. Seconded by Vicki L. Cornelius. Motion carries.

*Executive Session discussed next.*

Motion by Sylvia Cornelius to go into executive session at 5:04 p.m. Seconded by Melinda K. Danforth. Motion carries.

Present: Aaron Manders, Sylvia Cornelius, Melinda K. Danforth, Vicki L. Cornelius

Excused: Sacheen Lawrence

Others: Sheri Mousseau, Peggy Schneider (School Board Attorney), Jolene Hensberger (recorder)

Motion by Melinda K. Danforth to come out of executive session at 5:18 p.m. Seconded by Vicki L. Cornelius. Motion carries.

### **II: Follow Up**

#### **A. Retro-approval of Quarter 1 School Board Report to Business Committee**

Motion by Melinda K. Danforth to retro-approve Q1 School Board Report. Seconded by Vicki L. Cornelius. Motion carries.

**B. Review of School Board Bylaws**

Motion by Sylvia Cornelius to send request to Business Committee to allow an exception to BCC Law regarding filling Vacancies on School Board. Seconded by Melinda K. Danforth. Motion carries. (School Board Admin Asst. will work on request)

**III: Executive Session**

*Discussed first on the agenda.*

**A. Approve Superintendent Contract form**

Motion by Sylvia Cornelius to approve the Superintendent Contract form, and to include language regarding nationwide increases to be in renewal letter. Seconded by Melinda K. Danforth. Motion carries.

**B. Approve Administrator Contract form**

Motion by Sylvia Cornelius to approve the Administrator Contract form, and to include language regarding nationwide increases to be in renewal letter. Seconded by Melinda K. Danforth. Motion carries.

**C. Approve Employee Contract form**

Motion by Sylvia Cornelius to approve the Employee Contract form, and to include language regarding nationwide increases to be in renewal letter. Seconded by Melinda K. Danforth. Motion carries.

**D. Approve Food Service Employee Contract form**

Motion by Sylvia Cornelius to approve the Food Service Contract form, and to include language regarding nationwide increases to be in renewal letter. Seconded by Melinda K. Danforth. Motion carries.

**IV. Adjourn**

Motion by Melinda K. Danforth to adjourn at 6:24 p.m. Seconded by Sylvia Cornelius. Motion carries.

Respectfully,

  
Sylvia Cornelius, Secretary

3/01/2021  
Date Minutes approved on



## Oneida Nation School Board Meeting Minutes\_DRAFT

**Date:** April 5, 2021

**Time:** 5:00 p.m.

**Place:** Online TEAMS Meeting

The Oneida Nation School Board is committed and accountable to students, parents, families, staff, and community members to provide regulatory oversight for a safe, positive, culturally diverse, holistic, learning atmosphere based on Onayoté a'ka values. We will provide the expectations, resources, and educational opportunities to encourage students to be productive.

Present: Aaron Manders, Sacheen Lawrence, Sylvia Cornelius, Melinda K. Danforth, Vicki L. Cornelius

Excused:

Unexcused: none

Others: Sheri Mousseau, Yvette Peguero, Artley Skenandore, Linda Jenkins, Tony Romandine, Tracy Williams, Fay LeMense, Tracy Christensen, Morgan Clark, Jolene Hensberger

Called to Order: Aaron Manders

Time: 5:03 p.m.

### **I: Adopt Agenda**

Motion by Sylvia Cornelius to adopt the agenda with the changes of moving the Administrative Staff reports before the Superintendent Report and to add on the approval of two short term graduates. Seconded by Sacheen Lawrence. Motion carries.

### **II: Approve Minutes**

#### **A. March 1, 2021**

Motion by Sylvia Cornelius to approve the March 1, 2021 Minutes. Seconded by Melinda K. Danforth. Motion carries.

#### **B. March 16, 2021**

Motion by Sylvia Cornelius to approve the March 16, 2021 Minutes. Seconded by Melinda K. Danforth. Motion carries.

### **III: E-polls to enter into record (none)**

### **IV: Tabled Business (none)**

### **V: Standing Agenda / Follow Up**

#### **A. Accept JOM Update**

Motion by Sacheen Lawrence to accept the JOM update/budget report. Seconded by Sylvia Cornelius. Motion carries.

**VI. New Business** (*none*)

[Administrative Staff Reports discussed next on agenda]

**VII: Superintendent Items****A. Approve Superintendent Report**1. Approve Superintendent Report

Motion by Sylvia Cornelius to approve Superintendent report. Seconded by Vicki L. Cornelius. Motion carries.

## 2. Approve ONSS Parent/Student Re-opening Plan Handbook

Motion by Sylvia Cornelius to approve the ONSS Parent/Student Re-opening Handbook. Seconded by Melinda K. Danforth. Motion carries.

Discussion: Will meals be served at same locations, and will parents/guardians be notified of any changes, if so, how [which method of communication]? Yes, but they will be monitored and adjusted after a couple of weeks if needed; notification will be sent to parents/guardians by various methods.

Will teachers still conduct virtual tutoring meets for students needing additional help? Depends on individual teacher's time; some are making time to continue the help.

3. Approve SOP entitled *ONSS Contract Personnel Salaries and Benefits*

Motion by Sylvia Cornelius to approve the *ONSS Contract Personnel Salaries and Benefits* SOP. Seconded by Sacheen Lawrence. Motion carries.

## 4. Approve BIE revised Backgrounds Investigation Document/Questionnaire (BID)

Motion by Sylvia Cornelius to approve the BIE revised Backgrounds Investigation Document/Questionnaire. Seconded by Sacheen Lawrence. Motion carries.

**VIII. Administrative Staff Reports****A. Business Manager**1. Accept Business Manager Report

Motion by Sacheen Lawrence to accept the Business Manager report. Seconded by Vicki L. Cornelius. Motion carries.

2. Accept Ramah Navajo Settlement Budget Update

Motion by Sacheen Lawrence to accept the Ramah Navajo Settlement Budget update. Seconded by Sylvia Cornelius. Motion carries.

**B. K-5 Principal**1. Accept K-5 Principal Report

Motion by Sacheen Lawrence to accept the K-5 Principal report. Seconded by Vicki L. Cornelius. Motion carries.

2. Gifted and Talented Report (*no submission*)

**C. 6-12 Principal, Athletics, Booster Club and Oneida Language Department**1. Accept 6-12 Principal Report, and Athletics and Booster Club Updates

Motion by Melinda K. Danforth to accept the 6-12 Principal report. Seconded by Sylvia Cornelius. Motion carries.

2. Oneida Language Department Report

Motion by Sylvia Cornelius to accept the Language Dept update. Seconded by Vicki L. Cornelius. Motion carries.

3. Short Program Graduates

Motion by Melinda K. Danforth to approve the High School diploma for the completion of required credits of Carma Metoxen and James Bell. Seconded by Sylvia Cornelius. Motion carries.

**D. Special Education Coordinator**1. Accept Special Education Coordinator Report

Motion by Sylvia Cornelius to accept the Special Education Coordinator report. Seconded by Sacheen Lawrence. Motion carries.

**E. Technology Coordinator**1. Accept Technology Coordinator Report

Motion by Sylvia Cornelius to accept the Technology Coordinator report. Seconded by Sacheen Lawrence. Motion carries.

**F. FACE (Families and Child Education)**1. Accept FACE Report

Motion by Sylvia Cornelius to accept the FACE report. Seconded by Melinda K. Danforth. Motion carries.

Motion by Melinda K. Danforth to go into executive session at 5:55 p.m. Seconded by Vicki L. Cornelius. Motion carries.

Present: Aaron Manders, Sacheen Lawrence, Sylvia Cornelius, Melinda K. Danforth, Vicki L. Cornelius  
Others: Sheri Mousseau, Arley Skenandore, Tracy Williams, Jolene Hensberger (recorder)

Motion by Melinda K. Danforth to come out of executive session at 6:29 p.m. Seconded by Sacheen Lawrence. Motion carries.

**IX: Executive Session****A. Discuss Funding of O.L.D. Immersion Program and H.S. Facility**

Motion by Sylvia Cornelius to request School Board Chair to draft a letter requesting the Oneida Business Committee to include the Oneida Nation School Board on how the American Reserve Act funds can be utilized in regards with the Oneida Nation High School facility, as well as the Oneida Language Department needs moving forward in accordance with the growth of the department and programs. Seconded by Melinda K. Danforth. Motion carries.

Motion by Sylvia Cornelius to request School Board Chair to include in the letter to the Oneida Business Committee a request to add state benefits for ONSS Educators much like the Oneida Nation Law Enforcement. Seconded by Melinda K. Danforth. Motion carries.

**B. Review SOP #8 entitled, ONSS Contracted Employee Indirect Compensation: Unused Personal Leave and Vacation Time**

Motion by Melinda K. Danforth to approve the review of the [unchanged] *ONSS Contracted Employee Indirect Compensation: Unused Personal Leave and Vacation Time* SOP. Seconded by Sylvia Cornelius. Motion carries.

**C. Review and Determine Next Steps of Addendum #2020-0766**

Motion by Melinda K. Danforth to update the Addendum #2020-0766 to include the final full payment of original contract amount, and to have Athletic Director to provide job descriptions and the application process for coaches to the next school board meeting. Seconded by Vicki L. Cornelius. Motion carries.

**D. Review and Determine Next Steps of Addendum #2021-0037**

Motion by Melinda K. Danforth to accept as information only. Seconded by Vicki L. Cornelius. Motion carries.

**E. Review and Approve 2021 Backwards Working Draft Calendar**

Motion by Melinda K. Danforth to accept as information only. Seconded by Vicki L. Cornelius. Motion carries.

**F. List of March 2021 Items Requested to be Signed by School Board Chair**

Motion by Melinda K. Danforth to accept as information only. Seconded by Vicki L. Cornelius. Motion carries.

**X: ADJOURN**

Motion by Sylvia Cornelius to adjourn at 6:34 p.m. Seconded by Melinda K. Danforth. Motion carries.

<p><b>ONEIDA TRIBE OF WISCONSIN</b></p> <p><b>ONEIDA NATION SCHOOL BOARD</b></p> <p><b>STANDARD OPERATING PROCEDURE</b></p>	<p><b>TITLE: ONSS Contracted Employee Indirect Compensation: Unused Personal Leave and Vacation Time</b></p>	<p>ORIGINATION DATE: 06/03/14</p> <p>REVISION DATE: July 19, 2018</p> <p>EFFECTIVE DATE: One week after Board approval</p>
<p>SOP NUMBER: #8</p>	<p><b>APPROVED BY:</b> Oneida Nation School Board</p>	<p>DATE: 6/3/14</p> <p>REVISION DATE: July 19, 2018 ; 4/05/2021</p>
<p>PAGE NO. 1 of 3</p>	<p><b>REVIEWED BY:</b> Business Committee</p>	<p>DATE: 06/25/14;</p> <p>Review DATE: 8/8/18</p> <p>Review date: _____</p>

## 1. PURPOSE

1.1 The General Tribal Council provided for the autonomous administration of the Oneida Nation School System (ONSS) (formerly known as the Oneida Tribal School) through the administration of the Oneida Nation School Board (formerly known as the Oneida Tribal School Board). By agreement with the Oneida Business Committee in the Memorandum of Agreement ("MOA") dated March 21, 1988, the Oneida Nation School Board, in its responsibilities related to all personnel matters, is to ensure that personnel decisions are based upon sound educational practices and policies.

1.1.1 The MOA also directed that the Personnel Policies and Procedures system (formerly known as the Oneida Tribal Management System) shall be revised to accommodate the decisions made by the Oneida Nation School Board related to personnel.

1.2 The MOA also provides that the Oneida Nation School Board (hereafter referred to as "School Board") has the authority to enter into contracts, including contracts with personnel, as necessary for the sound educational practices of ONSS.

1.2.1 The MOA further directs that all contracts related to the operation or planning of the ONSS shall be first reviewed and endorsed by the School Board.

1.2.2 The School Board's initiation, review, and endorsement of contracts, including personnel contracts, shall be presented in writing to the Business

Committee at times consistent with existing Oneida Nation Personnel Policies and Procedures.

1.2.3 The MOA provides that the recommendations of the School Board shall be followed by the Business Committee, unless good cause to the contrary is shown.

1.3 This Standard Operating Procedure is enacted for the purpose of promulgating a rule that provides for the School Board's ability to provide indirect compensation in the form of a payment for unused personal leave and vacation time at the end of a contract year when contracting with ONSS employees.

1.3.1 The School Board's decisions for ONSS contracted employees' indirect compensation to include their annual unused vacation and/or personal time shall be based on sound educational practices that consider the professional and educational needs of the ONSS and the School Board's ability to recruit and hire qualified personnel.

1.3.2 The School Board has determined that ONSS employees are frequently unable to utilize their personal and/or vacation leave due to their working conditions and that it is fiscally responsible to enable these employees to receive compensation in place of time off, consistent with sound educational practices.

## 2. DEFINITIONS

- 2.1 Personnel Policies and Procedures – Oneida Nation Personnel Policies and Procedures
- 2.2 Contracted Employee: An individual who is issued a contract of employment with the ONSS from the School Board and who has accepted employment with the ONSS.
- 2.3 MOA – March 21, 1988, Memorandum of Agreement between the Business Committee and the Oneida Nation School Board approved by the General Tribal Council
- 2.4 ONSS – Oneida Nation School System
- 2.5 School Board – Oneida Nation School Board

## 3. WORK STANDARDS

- 3.1 The School Board shall make an annual determination of the nature and type of indirect compensation that will be offered to current and new employees under a new contract with the ONSS to be issued by the School Board.
- 3.2 The annual review and determination of the ONSS contracted employees' indirect compensation shall be made in a timely manner and based on sound educational practices and market forces related to the recruitment and employment of qualified educational personnel.
- 3.3 The School Board shall revise the then-current employee contracts based on its annual review, at its sole discretion as it deems necessary, and prior to any

- renewal notification that may be required under the then-current employee contracts.
- 3.4 The School Board shall determine the terms and conditions that will be offered to contracted employees for indirect compensation that may create an exception to the then-current Personnel Policies and Procedures. Indirect compensation may include cash compensation and be available for both unused personal leave time and vacation time, consistent with the employee's contract.
- 3.5 The School Board shall adopt the annual employee contract(s), including the terms and conditions for indirect compensation, by motion at a properly convened meeting of the School Board.
- 3.6 Employees may be entitled to indirect compensation that includes paid personal time and/or vacation time. The availability of indirect compensation of accumulated, unused personal hours and/or vacation time will be provided under the terms of the employee's contract, consistent with this Standard Operating Procedure and the policy of the Oneida Nation, including the MOA. Any personal time hours over 200 hours that the individual has accumulated, or over 184 accumulated hours for individuals earning 12 days of personal leave under the contract, at the end of the term of the contract will not accrue to a new contract year, but can be paid as cash compensation after the end of a contract year and the employee's final contract payroll period, upon request. The cash compensation is calculated using the employee's earned pay rate. Failure to request the hours accumulated over 200 hours, or over 184 accumulated hours for individuals earning 12 days of personal leave under the contract, at the end of the current contract year will result in a loss of those hours for the cash compensation program.

If the employee has over 200 hours of personal leave and/or vacation time at the beginning of the new contract year, or over 184 accumulated hours for individuals earning 12 days of personal leave under the contract, the maximum the employee may be credited at the beginning of the next ONSS contract year will be 280 hours of personal leave and/or vacation time. The employee receives personal days of leave as indirect compensation available for use during the full term of the contract, but which are attributed to the employee at the beginning of the new contract year when they are "loaded" into the personnel management system.

3.6.1 Supervisors are responsible for monitoring employee vacation/personal time accruals, scheduling employees' working hours and approving or denying time off requests.

3.6.2 Employees are responsible for requesting time off utilizing personal, vacation, and/or donated hours, and shall comply with the procedures established by the ONSS Administration for documentation of the use of personal leave and vacation time, including approval.

3.6.3 Indirect cash compensation for unused personal leave and/or vacation time shall not be provided to an ONSS contracted employee if it is inconsistent with the then-current ONSS Employee Contract.

3.6.4 The employee is responsible annually for requesting the hours accumulated over any maximum number of hours allowed to accrue under the then-current Employee Contract.

3.6.4.1 The School Board's Chair, or in his/her absence, the Vice-Chair, shall approve or decline to approve a request by the Superintendent or Administrators.

3.6.4.2 The immediate supervisor of all other employees shall approve or decline to approve a request by the employee.

3.7 Consistent with the MOA, the Personnel Policies and Procedures shall be revised to accommodate the decisions made by the Oneida Nation School Board related to personnel, including personnel contracts regarding indirect compensation of unused personal leave and vacation time.

3.7.1 The Human Resource Department shall process ONSS Contracted Employees' requests for unused personal leave and vacation time consistent with the then-current terms and conditions of the ONSS employee contracts.

#### 4. REFERENCES

- 4.1 Memorandum of Agreement between the Oneida Business Committee and the Oneida Nation School Board, March 21, 1988
- 4.2 GTC Resolution 05-23-11-B, Amendments to the Personnel Policies and Procedures on Trade Back for Cash of Personal and Vacation Time
- 4.3 Oneida Tribe of Wisconsin, Personnel Policies and Procedures
- 4.4 Oneida Tribe of Wisconsin, Standard Operating Procedure, Quarterly Trade Back for Cash Tribal Work Standards (October 11, 2011)
- 4.4 ONSS Employee Contracts

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Oneida, WI 54155



bringing several  
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 na-  
tion the United States was  
made possible



ONEIDA TRIBAL SCHOOL  
MEMORANDUM OF AGREEMENT

WHEREAS, the Oneida General tribal Council, on January 8, 1983, by Resolution, directed that an agreement be reached between the Oneida Business Committee and the Oneida Tribal School Board regarding the autonomous administration of the Oneida Tribal School which would provide for full involvement of the Oneida Tribal School Board in all personnel matters related to all personnel employed in the operation of the Oneida Tribal School, and

WHEREAS, the Oneida General Tribal Council further directed that said Memorandum of Agreement be made consistent with existing policies and procedures of the Oneida Tribe as set forth in the Oneida Tribal Management System that accounting, purchasing, budgeting and budget planning of the Oneida Tribal School be consistent with approved policies and procedures of the Oneida Tribal Accounting Office, and

WHEREAS, the Oneida Tribal School Board is an elected body of the Oneida General Tribal Council, any cause against them individually or as a body should be consistent with the Oneida Removal Ordinance, and

WHEREAS, contracts with the federal or state governments on behalf of the Oneida Tribal School require endorsement and approval of the Oneida Business Committee and therefore cooperation and close communications should exist between the Oneida Tribal School Administration, Oneida Business Committee and Tribal School Board.

NOW THEREFORE BE IT RESOLVED, that the following terms and conditions meet the criteria set forth by the Oneida General Tribal Council for the MEMORANDUM OF AGREEMENT above described;

ONEIDA TRIBAL SCHOOL  
MEMORANDUM OF AGREEMENT

Page 2

This MEMORANDUM OF AGREEMENT is entered into this 21 day of March, 1988, between the Oneida Business Committee, hereafter referred to as the COMMITTEE, and the Oneida Tribal School Board, hereafter referred to as the BOARD, agree to abide, respect and follow the following provisions:

1. That all hiring, evaluations, promotions, suspensions/dismissals of all personnel employed in the operation of the Oneida Tribal School is to be performed by the BOARD: that hiring, promotions, suspensions/dismissals shall be conducted pursuant to the Oneida Tribal Management System wherein three (3) member of the BOARD and one (1) Tribal School Administrator, shall sit with one (1) member of the Oneida Tribal Personnel Selection Committee and the EEO Officer, that evaluations of instructional personnel shall be performed, based upon sound educational administration recognizing the contractual and school year provisions for teaching personnel, and that the COMMITTEE shall revise the Oneida Tribal Management System appropriately to accommodate the above.
  - A. Where the Oneida Tribal Management System refers to Personnel Administrator it shall be revised by the COMMITTEE to provide for Consultation with the Tribal School Administrator and Chairman of the BOARD.
2. Grievances of employees of the Oneida Tribal School are to be processed by two (2) members of the Oneida Personnel Selection Committee, three (3) BOARD members and the EEO Officer as per grievance procedures outlined in the Oneida Tribal Management System.
3. All contracts, grants and proposals related to the operation or planning of the Oneida Tribal School shall be first reviewed and endorsed by the BOARD. Such review and endorsement shall be presented in writing to the COMMITTEE at times consistent with existing Oneida Tribal Policies and Procedures. The recommendations of the BOARD shall be followed by the COMMITTEE, unless good cause to the contrary is shown, provided that such proposed contracts, grants and proposals are consistent with Oneida Tribal School funding cycles.

ONEIDA TRIBAL SCHOOL  
MEMORANDUM OF AGREEMENT

Page 3

- A. Disputes between the COMMITTEE and the BOARD under this provision shall be negotiated by the parties.
  - B. If the matter cannot be resolved, the matter shall be reported at the next meeting of the Oneida General tribal Council or special meeting called therefore.
4. The BOARD shall submit all minutes of all meetings in writing to the COMMITTEE.
    - A. Long and short range planning of the Oneida Tribal School shall be coordinated with the COMMITTEE.
    - B. The BOARD shall make two (2) annual reports in writing to the Oneida General Tribal Council to be available to the Oneida General Tribal Council consistent with the annual reports of all other tribal departments and programs to the regular annual meeting of the Oneida General Tribal Council.
  5. The MEMORANDUM OF AGREEMENT shall not be amended except by the Oneida General Tribal Council or at the express direction of the Oneida General Tribal Council and shall be effective upon ratification by the Oneida General Tribal Council.

C E R T I F I C A T I O N

I, the undersigned, as Secretary of the Oneida Business Committee, hereby, certify that the Oneida General Tribal Council in session with a quorum of 76 members present, at a meeting duly called, noticed, and held on the 21 day of March, 1988; that the foregoing resolution was duly adopted at such meeting by a unanimous vote of those present and that said resolution has not been rescinded or amended in any way.



Anelia Cornelius, Tribal Secretary  
Oneida Tribe of Indians of Wisconsin

# ONEIDA LAW OFFICE

*CONFIDENTIAL: ATTORNEY/CLIENT WORK PRODUCT*

TO: Debbie Reiter-Mehojah  
School Administration

*Use this number on future correspondence:*

**2021-0131**

FROM: Peggy A. Schneider, Staff Attorney

Peggy A. Schneider  
Digitally signed by Peggy A. Schneider  
Date: 2021.03.12 14:49:04 -06'00'

DATE: March 12, 2021

*HRD Department Use*  
*gld* **Contract Approved** *3/26*  
**Contract Not Approved**  
*(see attached explanation)*

RE: Oneida Nation School Board-Administrator Contract

*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:

March 12, 2021 Revised Contract – Review:

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

February 23, 2021 Review:

- ✓ Not in appropriate legal form.

This contract is not in the form approved by the Oneida Nation School Board at its February 19, 2021 meeting. Please submit for legal review the contract form approved at that meeting.

**ONEIDA NATION SCHOOL BOARD  
ADMINISTRATOR CONTRACT**

**IT IS HEREBY AGREED** by and between the Oneida Nation School Board (hereinafter designated as the "Board") and \_\_\_\_\_ (hereinafter designated as the "Administrator"), that the Oneida Nation School System ("ONSS") does hereby employ the Administrator in the position of Administrator.

**I. CONTRACTUAL PERIOD**

This contract shall be for the following term, beginning on August 1, 2021, and ending on July 31, 2022. This contract, including and notwithstanding the procedures set forth herein, shall expire at the end of its term and shall not grant or create any contractual rights or other expectancy of continued employment beyond the term of this contract. The Board may renew this contract as provided in Section VI below. The Administrator will work the following number of months or days during this contractual period based on the position to which they are assigned:

<u>Title/Position</u>	<u>Number of months or days</u>
Principal	12 months
Assistant Principal	210 days
Technology Coordinator	12 months
Special Education Coordinator	210 days
Ohwatsileh Coordinator	190 days

For positions designated as working in terms of the number of days, above, the contractual work period includes the work days designated in the school calendar. If the school is closed due to inclement weather, the Administrator is not to report to the school, unless directed otherwise by his/her supervisor.

The Administrator will perform his/her duties, as described under Section II, below, during the duration of the contract term, consistent with the terms and conditions of this contract, and the Oneida employment law, including personnel handbooks, policies, and procedures (except as otherwise provided under this contract, School Board Standard Operating Procedures, and the policies and procedures adopted by the Board).

**II. RESPONSIBILITIES**

A. Credentials. This contract is contingent at all times upon the Administrator obtaining and maintaining a valid Wisconsin certificate or license, as required in the Administrator's job description. The Administrator understands that he/she retains sole responsibility for maintaining the proper certification at all times and ensuring that the proper certification is on file with the Oneida Nation Human Resources Department at all times and that a current copy is provided to the Board.

The Administrator agrees to participate in professional conferences, workshops, and in-service training for the purpose of improving and stimulating the Administrator's professional growth. Participation will be in accordance with Board rules, policies, and requirements. Upon prior approval by the Board for participation in a specific, requested activity, the Board will assume the financial responsibility for costs related to the approved activity, such as tuition, books, fees, etc. A request for such financial support shall be submitted to the Board in writing. Reimbursement shall be provided for the cost of up to six semester credits every five years for tuition and related expenses, such as books and fees, for course credits when taken to fulfill the State of Wisconsin requirements for the renewal of the Administrator's license. The Board reserves the right to deny any such request that fails to comply with the requirements for reimbursement.

In the event the Administrator resigns from employment less than three (3) years after receiving reimbursement for an approved activity, the Administrator agrees to repay the reimbursement amount according to the following terms:

1. If the Administrator resigns during the approved activity or less than 12 months after receiving reimbursement, the Administrator must repay 100% of the reimbursement amount.
2. If the Administrator resigns more than 12 months but less than 24 months after receiving reimbursement, the Administrator must repay 50% of the reimbursement amount.
3. If the Administrator resigns more than 24 months but less than 36 months after receiving reimbursement, the Administrator must repay 25% of the reimbursement amount.

B. Duties

1. Calendar. The Administrator will perform all off-site duties as may be directed by the Superintendent or his/her designee, including the School Board. The Administrator is expected to be on-site and present during the work day unless engaged in off-site duties consistent with the job description and assignments as determined by his/her supervisor or the Superintendent. Attendance is mandatory for all school and special events as assigned by the Board (e.g., Family Feast, Maple Syrup Dinner, Open House, Parent/Teacher Conferences, etc.).
2. Oneida Language. The Administrator agrees to participate in weekly instruction in the Oneida Language (a minimum requirement of one (1) hour per week)/Oneida Certification program as outlined in the Board Policy.
3. Professional Service. The Administrator agrees to perform at a professional level of competence the services, duties, and obligations required by the laws of the Oneida Nation, and the rules, regulations, and policies of the Board that are now existing or which may be hereinafter enacted by the Board. The Board or its designee will provide the Administrator with a written job description of the Administrator's services, duties, and obligations upon initial employment with the ONSS, or, subsequently, upon request by the Administrator. The Administrator's job description is hereby referenced and incorporated into this contract, and the duties described

therein are requisite to the Administrator's fulfillment of the contract. The Board agrees to furnish the Administrator with a written copy of all of its rules, regulations, and policies now in effect or becoming effective during the term of this contract, upon request by the Administrator.

4. Full-time Position. The Administrator agrees to devote full time to the duties and responsibilities normally expected of the Administrator's position during the term of this contract, and shall not engage in any pursuit which interferes with the proper discharge of such duties and responsibilities.

5. Conflict. In case of direct conflict between any rules, regulations, or policies of the Oneida Nation School Board or the Oneida Nation and any specific provision of this contract, the contract shall control.

C. Conduct. At all times, during the performance of this contract the Administrator shall strictly adhere to all the rules and regulations that now have been or may hereafter be established by the Board and the Oneida Nation (except as otherwise exempted by the Board) for the conduct of the employees. This includes compliance with the federal Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232(g), regarding the confidentiality of student information, and Ch. 3, Code of Ethics, of the Oneida Nation Code of Laws.

### III. COMPENSATION

A. Salary. In consideration of the Administrator's satisfactory performance of the above stated responsibilities, the Oneida Nation through the Oneida Nation School Board agrees to pay a salary of \$ \_\_\_\_\_ based on the designated term of this contract and the specified number of months or days. The Oneida Nation School System salaries for the Administrators are based on the "Administrative Salary Scale," which was adopted by the Board in March 2016, and will be used to determine individual Administrator salaries. Advancement on the salary scale adopted by the Board represents a salary increase for the Administrator. The Administrator is eligible to move vertically on the Administrative Salary Scale due to the attainment of additional graduate level credits or advanced degree, and also eligible to move horizontally on the Administrative Salary Scale due to a change related to years of service. However, the Administrator is responsible for maintaining documentation related to years of service, and additional graduate level credits and/or degrees in his/her personnel file, where applicable.

The salary will be pro-rated and paid on a fifty-two (52) week basis. This salary shall be subject to applicable state and federal deductions.

The Board shall reserve the right to increase the Administrator's salary during the 2021-2022 contract year, at its sole discretion, due to a change in financial conditions of the ONSS and/or the Oneida Nation, provided that any salary increase shall be prorated at the time of the salary increase through the end of the term of this contract.

B. Indirect Compensation

1. Personal Time. The Administrator is entitled to paid personal time consistent with the Oneida Personnel Policies and Procedures, except as specifically altered below and as required for the efficient operation of the School:

At the beginning of each contract year, the Administrator shall be credited with 10 personal days of leave (i.e., 80 hours) for the contract year up to a 25 day (i.e., 200 hours) maximum of personal days of leave as carry-over from one contract year to the next, except that an Administrator earning 12 days of personal leave during the immediate previous contract year shall continue to be credited with 12 personal leave days (i.e., 96 hours) per contract year (in recognition of their longevity and service to the ONSS, provided that all other terms of this contract apply).

The availability of trade-back for cash of accumulated personal and/or vacation hours will be provided under the terms of this contract, consistent with the ONSS Standard Operating Procedure No. 8, ONSS Contracted Employee Indirect Compensation: Unused Personal Leave and Vacation Time, adopted by the Board and accepted by the Oneida Business Committee on August 8, 2018. Any personal time hours over 200 hours that the individual has accumulated, or over 184 accumulated hours for individuals earning 12 days of personal leave under the contract, to the ONSS Administrator at the end of the term of this contract will not accrue to a new contract year, but can be paid out after the end of this contract year and the Employee's final contract payroll period, upon request. Failure to request the hours accumulated over 200 hours, or over 184 accumulated hours for individuals earning 12 days of personal leave under the contract, at the end of the current contract year will result in a loss of those hours for the trade-back for cash program.

If the Administrator carries over 200 hours of personal leave into the new contract year, or over 184 accumulated hours for individuals earning 12 days of personal leave under the contract, the maximum the Administrator may be credited at the beginning of this contract year will be 280 hours of personal leave. The Administrator receives personal days of leave and vacation time as indirect compensation available for use during the full term of the contract, but which are attributed to the Administrator at the beginning of the new contract year when they are "loaded" into the personnel management system.

Personal days and vacation time may be taken only after approval is obtained from the Administrator's immediate supervisor or the Superintendent. Use of available personal days will be approved for illness, emergencies, or unforeseen circumstances (as defined by the Oneida Personnel Policies and Procedures). The Administrator is to contact his/her supervisor no later than 6:00 a.m. on the day of the absence. A maximum of five (5) days of personal time may be used for personal business that cannot be conducted after the regular school day. The Administrator shall notify his/her supervisor and request the use of personal days for personal business at least one (1) week in advance of the requested leave.

The Board, or its designee, reserves the right to require written documentation to substantiate the reason for a request for an absence using personal time. A physician's or doctor's verification may be requested by the Administrator's supervisor if the Administrator requests the use of personal days due to illness for three or more days. The burden for justifying the need for personal time will be on the Administrator.

In the event that the Administrator fails to complete the contract period in its entirety, the Administrator hereby acknowledges that he or she will be responsible to reimburse the Oneida Nation for any personal days that were used but unearned on the date of separation from employment.

Absences due to personal time may not be taken and will not be approved to extend holiday time before and after school breaks, as defined by the School calendar. The Administrator must work the preceding and following scheduled school calendar days unless the Administrator is on a pre-approved absence, other scheduled work time, or extended medical leave.

In addition to paid personal days, the Administrator is eligible for leave, including funeral leave, consistent with the Oneida Personnel Policies and Procedures. Extended medical leave may be granted, by the Board or its designee, with a doctor's verification of the need for such leave.

2. Vacation Leave.

0-3 years of service	12 days per contract term
4-7 years of service	15 days per contract term
8-14 years of service	20 days per contract term
15+ years of service	25 days per contract term

Administrators on a full twelve-month contract are eligible for paid vacation time consistent with the above table, which may be taken when authorized in advance in writing by the Superintendent or his/her designee, or the Board or its designee. At no time shall the Administrator accrue or accumulate vacation time from one contract year to the next. The Administrator is eligible to trade back for cash unused vacation/personal time, consistent with the ONSS Standard Operating Procedure No. 8, ONSS Employee Indirect Compensation: Trade Back for Cash, as amended, in the same manner as described in Section B.1, above.

3. Health/Life/Retirement. The Administrator may participate in the Oneida health life, and retirement plans, consistent with the eligibility requirements of the Oneida Personnel Policies and Procedures.

4. Ceremonial Activities. The Administrator who participates in ceremonies that are not provided for in the school calendar will be required to use personal time to participate. However, if the Administrator has no accrued personal

time at the time the Administrator desires to participate in a ceremony, the Administrator may request a leave of absence without pay to participate in the ceremony.

#### IV. VEHICLE POLICY

The Administrator agrees not to transport students in his/her personal vehicle for any purpose related to the operation of the school. If the Administrator transports a student in his/her personal vehicle for any purpose related to the operation of the school and school activities, the Administrator assumes total responsibility and agrees to hold harmless and indemnify the Board, School, and Oneida Nation against any damages or injury resulting from such transportation.

In the event it is necessary for the Administrator to transport students, the Administrator shall use a school vehicle designated for that purpose, and shall first comply with the Oneida Driver's Authorization Policy. The Administrator acknowledges that he/she has a duty to comply with the Oneida Driver's Authorization Policy, if he/she drives for any purpose related to the operation of the school.

#### V. EVALUATION

The Administrator shall be formally evaluated a minimum of once during the school year by his/her immediate supervisor or designee.

Evaluations will be performed by the Administrator's immediate supervisor or his/her designee. A brief outline of items to be discussed will be presented to the Administrator before the evaluation. Possible areas to be addressed during the evaluation include:

1. Examples of strengths.
2. Specific deficiencies or weaknesses, if any.
3. Professional assistance to be given, if any.
4. Recommendations for improving performance, if needed.

A written evaluation and conference summary will be presented to the Administrator within ten (10) school days following the conference. This summary will be signed by both the evaluator and the Administrator to verify that the Administrator received the summary. The Administrator may, within five (5) school days, request a second conference to clarify the written summary.

In the event that the Administrator should be observed having "professional difficulties," (deficiencies observed in the performance of contractual duties), suggestions for improvement shall be offered in writing to guide the Administrator toward the solution of this particular professional problem; however, the primary responsibility for improvement of deficiencies rests with the Administrator.

In the event the Administrator feels the evaluation is incomplete or unjust, he/she may note his/her objections in writing. These objections will be attached to the evaluation and placed

in the Administrator's personnel file.

If the outcome of an evaluation would result in a suggested course of action to correct serious professional difficulties, a follow-up evaluation shall be conducted. Such follow-up evaluation would note progress in or compliance in the areas in need of improvement. These evaluations will be instrumental in the decision to renew or terminate the Administrator's contract, as well as negotiating the terms of subsequent contracts.

## **VI. RENEWAL**

Nothing in this section will affect the immediate termination of this contract provided for in Section II or VIII or IX.

Notice of Renewal. On or before March 15 of the current contract year, the Board or its designee shall determine whether to give the Administrator a written Notice of Renewal. If the Board determines to give the Administrator a contract for the next school year, it shall issue a Notice of Renewal no later than March 15 of the current contract year. The Notice of Renewal constitutes a notice of the Board's intent to offer the Administrator a contract for the next contract year. The notice of renewal may also contain changes in duties, salary, or other contractual provisions. The Administrator must accept or reject the renewal in writing no later than April 30 of the current contract year. Rejection of the renewal terms and conditions will be deemed a termination from employment by the Administrator, effective at the end of the current contract year (unless a personnel action by the Board suspends or terminates the employment prior to the end of the contract year). Acceptance of the renewal terms and conditions constitutes the Administrator's acceptance of the contract between the parties. ONSS contracts must be reviewed and endorsed by the Board and such review and endorsement shall be presented in writing to the Oneida Business Committee. The recommendations of the Board shall be followed by the Business Committee, unless good cause to the contrary is shown, provided that such contracts are consistent with ONSS funding cycles. This review, endorsement, and presentation must be completed before the terms and conditions of the contract are final.

Notwithstanding a binding agreement between the parties, the parties may revise the terms and conditions of the contract during the term of this contract by mutual consent.

## **VII. GRIEVANCE PROCEDURE**

Disciplinary actions, including suspensions and dismissals, shall be taken consistent with the March 21, 1988, Memorandum of Agreement between the Board and the Oneida Business Committee (known as the MOA), and in accordance with the Board's Standard Operating Procedure (SOP), titled Oneida Nation School System MOA Disciplinary Panel.

If the Administrator chooses to grieve his or her disciplinary action, the Administrator must file an appeal in writing with the Executive/Administrative Assistant of the Board within ten (10) working days from the day the Administrator receives the disciplinary action. The Administrator shall state the reason(s) for the appeal. The MOA Appeal Panel will complete the grievance hearing and decision within 120 days upon receipt of the written appeal,

consistent with the Oneida Nation's Administrative Procedure Act for original hearing bodies, unless the timeline is waived by both parties.

### VIII. RESIGNATION

In the event that the Administrator resigns from his/her position prior to June 30 preceding the start of this contract no penalty will be assessed against the Administrator for breach of contract. In the event that the Administrator resigns between June 30 and August 1 preceding the start of the school year for this contract, the Administrator will be assessed a fee of two hundred and fifty dollars (\$250.00) as the reasonable cost for posting and interviewing a replacement. In the event that the Administrator resigns between August 1 and August 13 immediately preceding the start of the school year for the contract term, the Administrator will be assessed a fee of five hundred dollars (\$500.00) as the reasonable cost for posting and interviewing a replacement.

In the event the Administrator elects to voluntarily resign after the start of the contract year and before the end of the term of this contract, the Administrator must provide the Board a thirty (30) day notice of such resignation. Notice must be dated and submitted in writing to the Executive/Administrative Assistant of the Board. The Administrator will be assessed a fee of five hundred dollars (\$500.00) as the reasonable cost of posting and interviewing a replacement.

In the event the Administrator resigns at any time during the contract period for the purpose of accepting a different position within the Oneida Nation, the Board may, at its sole discretion, prorate the assessed fee.

These amounts are determined to be reasonable liquidated damages which the parties, looking forward, reasonably anticipate will follow such a breach and the Board may, at its option, demand to recover from the Administrator that amount as liquidated damages.

### IX. TERMINATION

In the event this contract is terminated under this section, the Board will pay the Administrator all remuneration and benefits accrued and for which he/she is eligible under the terms of this contract, but unpaid during the period of employment immediately prior to such termination.

- A. Lack of funding. In the unlikely event that the Board is unsuccessful in its efforts to secure funding for this position, or the funds available for this position are eliminated, this contract shall automatically terminate thirty (30) calendar days subsequent to a formal written notice to the Administrator. Notice of termination shall be issued by a duly authorized agent of the Board, and shall be delivered to the Administrator via certified mail. During any such thirty (30) day interim period, each party to this contract agrees to faithfully perform their respective duties under this contract.

School reorganization or lay off of the Administrator due to reasons related to the

availability of funding is consistent with this section of the contract.

- B. Mutual consent. Upon mutual written agreement by the Board and the Administrator, this contract and the employment of the Administrator may be terminated without penalty or prejudice against either the Board or the Administrator.
- C. Breach of contract. In the event that the Administrator violates any of the provisions of this contract, fails to perform the duties and responsibilities of the position, or performs any act or does anything by which the Board, School, or Oneida Nation may incur liability, then, at the option of the Board, this contract shall at once cease at the will of the Board without prior notice, and the Board, Oneida Nation, or School shall be under no obligation to the Administrator, except to pay him/her for such services as may have been performed up to the date of the termination of this Agreement as herein provided. Notwithstanding the above, the Board or its designee reserves the right to discipline the Administrator, including suspension without pay, in lieu of termination.
- D. Illness or injury. In the event the Administrator is unable to substantially perform his/her duties and responsibilities required of his/her position by reason of permanent illness or injury, then at the option of the Board this contract shall at once terminate.
- E. Voluntary breach. See Section VIII, Resignation, and the conditions for a voluntary resignation.

#### **X. TRANSFER**

The Board or its designee has the authority to transfer or reassign the Administrator in the best interests of the ONSS, at its sole discretion. The Administrator will be transferred or reassigned to specific positions by the Board or its designee. The Administrator who has been transferred or reassigned will be notified of such transfer or reassignment immediately following such decision. Transfer is not a grievable action.

#### **XI. ASSIGNMENT/CHOICE OF LAW/SEVERABILITY**

This contract may not be assigned by either party for any reasons without prior written consent of all parties. The Administrator agrees that any disputes under this contract and/or with the ONSS and Oneida Nation are subject to the jurisdiction of the Oneida Judiciary. If any article or part of this contract is held to be invalid by the Judiciary, or if compliance with or enforcement of any part should be restrained by the Judiciary, the remainder of the contract will not be affected thereby. The parties may voluntarily and mutually agree to mediation or binding arbitration in lieu of jurisdiction by the Judiciary, except that the parties may elect to use the Peacemaking services of the Judiciary.

#### **XII. TIME OF THE ESSENCE**

All dates and times referred to in this contract are "of the essence," and may only be waived expressly in writing by both parties.

**XIII. COVENANT**

THE PARTIES FULLY UNDERSTAND THAT THIS CONTRACT IS CONTINGENT UPON CONTINUED FUNDING.

I UNDERSTAND AND AGREE THAT IT IS MY RESPONSIBILITY TO TIMELY PROVIDE APPROPRIATE DOCUMENTATION TO THE BOARD REGARDING QUALIFICATIONS, LICENSURE, AND ALL OTHER MANDATORY ONEIDA NATION CERTIFICATIONS. FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL CONSTITUTE A BREACH OF THIS CONTRACT, AND MAY RESULT IN TERMINATION.

I HAVE READ AND HEREBY ACCEPT THIS CONTRACT SUBJECT TO THE PROVISIONS AND AGREEMENTS STATED ABOVE, AND UNDERSTAND THAT NO OTHER AGREEMENTS (ORAL OR WRITTEN) HAVE BINDING FORCE UPON EITHER PARTY TO THIS CONTRACT UNLESS PUT FORTH IN WRITING, SIGNED BY BOTH PARTIES, AND ATTACHED TO THIS CONTRACT.

I UNDERSTAND THAT FAILURE TO RETURN THIS PROPERLY SIGNED CONTRACT TO THE OFFICE OF THE BOARD BY \_\_\_\_\_, SHALL BE DEEMED AN UNTIMELY ACCEPTANCE OF THIS OFFER OF EMPLOYMENT. THIS CONTRACT WILL THEN BE WITHOUT BINDING FORCE UPON EITHER PARTY. THE ONEIDA NATION SCHOOL BOARD RETAINS THE RIGHT, AT ITS SOLE DISCRETION, TO WAIVE TIMELY ACCEPTANCE REQUIREMENTS.

\_\_\_\_\_  
Administrator Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor (if applicable)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
School Board Chair Person

\_\_\_\_\_  
Date

EMPLOYEE  
CONFLICT OF INTEREST DISCLOSURE FORM



I, \_\_\_\_\_, Employee No. \_\_\_\_\_, declare this to be a full and complete disclosure of any and all conflicts of interest with the Oneida Nation. I understand that a conflict of interest, as defined in Title 2, Employment – Chapter 217-Conflict of Interest, means any interest, real or apparent, whether it be personal, financial, political, or otherwise, held by an elected official, officer, political appointee, employee, consultant, or appointed or elected member, or their immediate family members, friends or associates, or any other person with whom they have contact, that conflicts with any right of the Nation to property, information, or any other right to own and operate activities free from undisclosed competition or other violation of such rights of the Nation. In addition, conflict of interest also means any financial or familial interest an elected official, officer, political appointee, employee, consultant, or appointed or elected member or their immediate family members may have in any transaction between the Nation and an outside party.

I affirm to the best of my knowledge and belief that:

1. I am not presently involved in nor a party to any legal actions against the Oneida Nation;
2. based upon any prior contacts with the Oneida Nation, if any, I do not contemplate initiating any legal actions against the Oneida Nation;
3. I am not presently involved in any activity or have outside interests that conflicts or suggest a potential conflict with the best interest of the Oneida Nation;
4. I am not involved in nor own any business or personal investments which are related to or connected with the Oneida Nation, its programs, departments, or enterprises in which I will be working with;
5. I do not hold any positions of director or officer in any public or private groups, firms, organizations, or other entities which are substantially or wholly owned by the Oneida Nation;
6. I do not sit on any boards, commissions or committees of the Oneida Nation;
7. To the best of my knowledge, no other members of my family, associates, friends, or any other persons with whom I have close contact with has any conflict with any right of the Oneida Nation to property, information, or any other right to own and operate its enterprise, program, or trade free from undisclosed competitions or other violations of such rights of the Oneida Nation;
8. I am not applying for, nor am I the recipient of any special services, grants, loans, or other gifts or compensation from any person or entity that contracts with or otherwise works for the Oneida Nation, and I have no other contracts currently open with the Oneida Nation;
9. I disclose and list below any exceptions to No. 1 through 8 above as follows:

(If NONE please check )

(Attach additional pages, if necessary)

During my employment/contract period, I agree to promptly report any situation that might involve or appear to involve me in any conflict or suggestion of a conflict of interest with the Oneida Nation. If such a conflict arises during the employment period, I shall immediately advise the Oneida Nation and the Oneida Nation may, at its sole discretion, immediately terminate employment. Further, I agree that failure to report any conflict shall be cause to terminate my employment.

Signature \_\_\_\_\_

Date \_\_\_\_\_

### Oneida Business Committee Agenda Request

Review and enter into the record - the Oneida Nation School System employment form - Employee...

1. Meeting Date Requested: 4 / 28 / 21

#### 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/Submitter:   
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:

Per the 1988 MOA, the Oneida Nation School System shall submit contracts to the Oneida Business Committee for review. The School Board receives ONSS contract forms from school administration, annually, to review, update, and approve the contract language.

In addition to School Board approval, the contracts were sent to the following entities for their review and or approval: 1) School Board Attorney; 2) HRD; and 3) Law Office.

The School Board is requesting the Oneida Business Committee to review the SY21-22 ONSS Contract forms and to enter into the OBC record to fulfill the language in the contracts and MOA.

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 Nation School Board Meeting Minutes

**Date:** February 19, 2021

**Time:** 5:00 p.m.

**Place:** Online TEAMS Meeting

The Oneida Nation School Board is committed and accountable to students, parents, families, staff, and community members to provide regulatory oversight for a safe, positive, culturally diverse, holistic, learning atmosphere based on Onayoté a'ka values. We will provide the expectations, resources, and educational opportunities to encourage students to be productive.

Present: Aaron Manders, Sylvia Cornelius, Melinda K. Danforth, Vicki L. Cornelius

Excused: Sacheen Lawrence

Unexcused:

Others: Sheri Mousseau, Peggy Schneider, Jolene Hensberger (recorder)

Called to order: Aaron Manders

Time: 5:01 p.m.

Chair requested a brief pause in respect to Sacheen Lawrence.

### **I: Adopt Agenda**

Motion by Sylvia Cornelius to SC / VC to move the executive session to first on the agenda and to add the Quarter 1 School Board Report for retro-approval. Seconded by Vicki L. Cornelius. Motion carries.

*Executive Session discussed next.*

Motion by Sylvia Cornelius to go into executive session at 5:04 p.m. Seconded by Melinda K. Danforth. Motion carries.

Present: Aaron Manders, Sylvia Cornelius, Melinda K. Danforth, Vicki L. Cornelius

Excused: Sacheen Lawrence

Others: Sheri Mousseau, Peggy Schneider (School Board Attorney), Jolene Hensberger (recorder)

Motion by Melinda K. Danforth to come out of executive session at 5:18 p.m. Seconded by Vicki L. Cornelius. Motion carries.

### **II: Follow Up**

#### **A. Retro-approval of Quarter 1 School Board Report to Business Committee**

Motion by Melinda K. Danforth to retro-approve Q1 School Board Report. Seconded by Vicki L. Cornelius. Motion carries.

**B. Review of School Board Bylaws**

Motion by Sylvia Cornelius to send request to Business Committee to allow an exception to BCC Law regarding filling Vacancies on School Board. Seconded by Melinda K. Danforth. Motion carries. (School Board Admin Asst. will work on request)

**III: Executive Session**

*Discussed first on the agenda.*

**A. Approve Superintendent Contract form**

Motion by Sylvia Cornelius to approve the Superintendent Contract form, and to include language regarding nationwide increases to be in renewal letter. Seconded by Melinda K. Danforth. Motion carries.

**B. Approve Administrator Contract form**

Motion by Sylvia Cornelius to approve the Administrator Contract form, and to include language regarding nationwide increases to be in renewal letter. Seconded by Melinda K. Danforth. Motion carries.

**C. Approve Employee Contract form**

Motion by Sylvia Cornelius to approve the Employee Contract form, and to include language regarding nationwide increases to be in renewal letter. Seconded by Melinda K. Danforth. Motion carries.

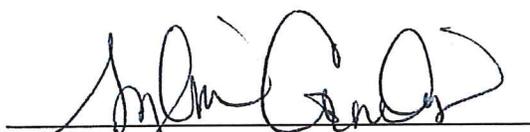
**D. Approve Food Service Employee Contract form**

Motion by Sylvia Cornelius to approve the Food Service Contract form, and to include language regarding nationwide increases to be in renewal letter. Seconded by Melinda K. Danforth. Motion carries.

**IV. Adjourn**

Motion by Melinda K. Danforth to adjourn at 6:24 p.m. Seconded by Sylvia Cornelius. Motion carries.

Respectfully,

  
Sylvia Cornelius, Secretary

3/01/2021  
Date Minutes approved on



## Oneida Nation School Board Meeting Minutes\_DRAFT

**Date:** April 5, 2021

**Time:** 5:00 p.m.

**Place:** Online TEAMS Meeting

The Oneida Nation School Board is committed and accountable to students, parents, families, staff, and community members to provide regulatory oversight for a safe, positive, culturally diverse, holistic, learning atmosphere based on Onayoté a'ka values. We will provide the expectations, resources, and educational opportunities to encourage students to be productive.

Present: Aaron Manders, Sacheen Lawrence, Sylvia Cornelius, Melinda K. Danforth, Vicki L. Cornelius

Excused:

Unexcused: none

Others: Sheri Mousseau, Yvette Peguero, Artley Skenandore, Linda Jenkins, Tony Romandine, Tracy Williams, Fay LeMense, Tracy Christensen, Morgan Clark, Jolene Hensberger

Called to Order: Aaron Manders

Time: 5:03 p.m.

### **I: Adopt Agenda**

Motion by Sylvia Cornelius to adopt the agenda with the changes of moving the Administrative Staff reports before the Superintendent Report and to add on the approval of two short term graduates. Seconded by Sacheen Lawrence. Motion carries.

### **II: Approve Minutes**

#### **A. March 1, 2021**

Motion by Sylvia Cornelius to approve the March 1, 2021 Minutes. Seconded by Melinda K. Danforth. Motion carries.

#### **B. March 16, 2021**

Motion by Sylvia Cornelius to approve the March 16, 2021 Minutes. Seconded by Melinda K. Danforth. Motion carries.

### **III: E-polls to enter into record (none)**

### **IV: Tabled Business (none)**

### **V: Standing Agenda / Follow Up**

#### **A. Accept JOM Update**

Motion by Sacheen Lawrence to accept the JOM update/budget report. Seconded by Sylvia Cornelius. Motion carries.

**VI. New Business** (*none*)

[Administrative Staff Reports discussed next on agenda]

**VII: Superintendent Items****A. Approve Superintendent Report**1. Approve Superintendent Report

Motion by Sylvia Cornelius to approve Superintendent report. Seconded by Vicki L. Cornelius. Motion carries.

## 2. Approve ONSS Parent/Student Re-opening Plan Handbook

Motion by Sylvia Cornelius to approve the ONSS Parent/Student Re-opening Handbook. Seconded by Melinda K. Danforth. Motion carries.

Discussion: Will meals be served at same locations, and will parents/guardians be notified of any changes, if so, how [which method of communication]? Yes, but they will be monitored and adjusted after a couple of weeks if needed; notification will be sent to parents/guardians by various methods.

Will teachers still conduct virtual tutoring meets for students needing additional help? Depends on individual teacher's time; some are making time to continue the help.

3. Approve SOP entitled *ONSS Contract Personnel Salaries and Benefits*

Motion by Sylvia Cornelius to approve the *ONSS Contract Personnel Salaries and Benefits* SOP. Seconded by Sacheen Lawrence. Motion carries.

## 4. Approve BIE revised Backgrounds Investigation Document/Questionnaire (BID)

Motion by Sylvia Cornelius to approve the BIE revised Backgrounds Investigation Document/Questionnaire. Seconded by Sacheen Lawrence. Motion carries.

**VIII. Administrative Staff Reports****A. Business Manager**1. Accept Business Manager Report

Motion by Sacheen Lawrence to accept the Business Manager report. Seconded by Vicki L. Cornelius. Motion carries.

2. Accept Ramah Navajo Settlement Budget Update

Motion by Sacheen Lawrence to accept the Ramah Navajo Settlement Budget update. Seconded by Sylvia Cornelius. Motion carries.

**B. K-5 Principal**1. Accept K-5 Principal Report

Motion by Sacheen Lawrence to accept the K-5 Principal report. Seconded by Vicki L. Cornelius. Motion carries.

2. Gifted and Talented Report (*no submission*)

**C. 6-12 Principal, Athletics, Booster Club and Oneida Language Department**1. Accept 6-12 Principal Report, and Athletics and Booster Club Updates

Motion by Melinda K. Danforth to accept the 6-12 Principal report. Seconded by Sylvia Cornelius. Motion carries.

2. Oneida Language Department Report

Motion by Sylvia Cornelius to accept the Language Dept update. Seconded by Vicki L. Cornelius. Motion carries.

3. Short Program Graduates

Motion by Melinda K. Danforth to approve the High School diploma for the completion of required credits of Carma Metoxen and James Bell. Seconded by Sylvia Cornelius. Motion carries.

**D. Special Education Coordinator**1. Accept Special Education Coordinator Report

Motion by Sylvia Cornelius to accept the Special Education Coordinator report. Seconded by Sacheen Lawrence. Motion carries.

**E. Technology Coordinator**1. Accept Technology Coordinator Report

Motion by Sylvia Cornelius to accept the Technology Coordinator report. Seconded by Sacheen Lawrence. Motion carries.

**F. FACE (Families and Child Education)**1. Accept FACE Report

Motion by Sylvia Cornelius to accept the FACE report. Seconded by Melinda K. Danforth. Motion carries.

Motion by Melinda K. Danforth to go into executive session at 5:55 p.m. Seconded by Vicki L. Cornelius. Motion carries.

Present: Aaron Manders, Sacheen Lawrence, Sylvia Cornelius, Melinda K. Danforth, Vicki L. Cornelius  
Others: Sheri Mousseau, Arley Skenandore, Tracy Williams, Jolene Hensberger (recorder)

Motion by Melinda K. Danforth to come out of executive session at 6:29 p.m. Seconded by Sacheen Lawrence. Motion carries.

**IX: Executive Session****A. Discuss Funding of O.L.D. Immersion Program and H.S. Facility**

Motion by Sylvia Cornelius to request School Board Chair to draft a letter requesting the Oneida Business Committee to include the Oneida Nation School Board on how the American Reserve Act funds can be utilized in regards with the Oneida Nation High School facility, as well as the Oneida Language Department needs moving forward in accordance with the growth of the department and programs. Seconded by Melinda K. Danforth. Motion carries.

Motion by Sylvia Cornelius to request School Board Chair to include in the letter to the Oneida Business Committee a request to add state benefits for ONSS Educators much like the Oneida Nation Law Enforcement. Seconded by Melinda K. Danforth. Motion carries.

**B. Review SOP #8 entitled, ONSS Contracted Employee Indirect Compensation: Unused Personal Leave and Vacation Time**

Motion by Melinda K. Danforth to approve the review of the [unchanged] *ONSS Contracted Employee Indirect Compensation: Unused Personal Leave and Vacation Time* SOP. Seconded by Sylvia Cornelius. Motion carries.

**C. Review and Determine Next Steps of Addendum #2020-0766**

Motion by Melinda K. Danforth to update the Addendum #2020-0766 to include the final full payment of original contract amount, and to have Athletic Director to provide job descriptions and the application process for coaches to the next school board meeting. Seconded by Vicki L. Cornelius. Motion carries.

**D. Review and Determine Next Steps of Addendum #2021-0037**

Motion by Melinda K. Danforth to accept as information only. Seconded by Vicki L. Cornelius. Motion carries.

**E. Review and Approve 2021 Backwards Working Draft Calendar**

Motion by Melinda K. Danforth to accept as information only. Seconded by Vicki L. Cornelius. Motion carries.

**F. List of March 2021 Items Requested to be Signed by School Board Chair**

Motion by Melinda K. Danforth to accept as information only. Seconded by Vicki L. Cornelius. Motion carries.

**X: ADJOURN**

Motion by Sylvia Cornelius to adjourn at 6:34 p.m. Seconded by Melinda K. Danforth. Motion carries.

<p><b>ONEIDA TRIBE OF WISCONSIN</b></p> <p><b>ONEIDA NATION SCHOOL BOARD</b></p> <p><b>STANDARD OPERATING PROCEDURE</b></p>	<p><b>TITLE: ONSS Contracted Employee Indirect Compensation: Unused Personal Leave and Vacation Time</b></p>	<p>ORIGINATION DATE: 06/03/14</p> <p>REVISION DATE: July 19, 2018</p> <p>EFFECTIVE DATE: One week after Board approval</p>
<p>SOP NUMBER: #8</p>	<p><b>APPROVED BY:</b> Oneida Nation School Board</p>	<p>DATE: 6/3/14</p> <p>REVISION DATE: July 19, 2018 ; 4/05/2021</p>
<p>PAGE NO. 1 of 3</p>	<p><b>REVIEWED BY:</b> Business Committee</p>	<p>DATE: 06/25/14;</p> <p>Review DATE: 8/8/18</p> <p>Review date: _____</p>

## 1. PURPOSE

1.1 The General Tribal Council provided for the autonomous administration of the Oneida Nation School System (ONSS) (formerly known as the Oneida Tribal School) through the administration of the Oneida Nation School Board (formerly known as the Oneida Tribal School Board). By agreement with the Oneida Business Committee in the Memorandum of Agreement ("MOA") dated March 21, 1988, the Oneida Nation School Board, in its responsibilities related to all personnel matters, is to ensure that personnel decisions are based upon sound educational practices and policies.

1.1.1 The MOA also directed that the Personnel Policies and Procedures system (formerly known as the Oneida Tribal Management System) shall be revised to accommodate the decisions made by the Oneida Nation School Board related to personnel.

1.2 The MOA also provides that the Oneida Nation School Board (hereafter referred to as "School Board") has the authority to enter into contracts, including contracts with personnel, as necessary for the sound educational practices of ONSS.

1.2.1 The MOA further directs that all contracts related to the operation or planning of the ONSS shall be first reviewed and endorsed by the School Board.

1.2.2 The School Board's initiation, review, and endorsement of contracts, including personnel contracts, shall be presented in writing to the Business

Committee at times consistent with existing Oneida Nation Personnel Policies and Procedures.

1.2.3 The MOA provides that the recommendations of the School Board shall be followed by the Business Committee, unless good cause to the contrary is shown.

1.3 This Standard Operating Procedure is enacted for the purpose of promulgating a rule that provides for the School Board's ability to provide indirect compensation in the form of a payment for unused personal leave and vacation time at the end of a contract year when contracting with ONSS employees.

1.3.1 The School Board's decisions for ONSS contracted employees' indirect compensation to include their annual unused vacation and/or personal time shall be based on sound educational practices that consider the professional and educational needs of the ONSS and the School Board's ability to recruit and hire qualified personnel.

1.3.2 The School Board has determined that ONSS employees are frequently unable to utilize their personal and/or vacation leave due to their working conditions and that it is fiscally responsible to enable these employees to receive compensation in place of time off, consistent with sound educational practices.

## 2. DEFINITIONS

- 2.1 Personnel Policies and Procedures – Oneida Nation Personnel Policies and Procedures
- 2.2 Contracted Employee: An individual who is issued a contract of employment with the ONSS from the School Board and who has accepted employment with the ONSS.
- 2.3 MOA – March 21, 1988, Memorandum of Agreement between the Business Committee and the Oneida Nation School Board approved by the General Tribal Council
- 2.4 ONSS – Oneida Nation School System
- 2.5 School Board – Oneida Nation School Board

## 3. WORK STANDARDS

- 3.1 The School Board shall make an annual determination of the nature and type of indirect compensation that will be offered to current and new employees under a new contract with the ONSS to be issued by the School Board.
- 3.2 The annual review and determination of the ONSS contracted employees' indirect compensation shall be made in a timely manner and based on sound educational practices and market forces related to the recruitment and employment of qualified educational personnel.
- 3.3 The School Board shall revise the then-current employee contracts based on its annual review, at its sole discretion as it deems necessary, and prior to any

- renewal notification that may be required under the then-current employee contracts.
- 3.4 The School Board shall determine the terms and conditions that will be offered to contracted employees for indirect compensation that may create an exception to the then-current Personnel Policies and Procedures. Indirect compensation may include cash compensation and be available for both unused personal leave time and vacation time, consistent with the employee's contract.
- 3.5 The School Board shall adopt the annual employee contract(s), including the terms and conditions for indirect compensation, by motion at a properly convened meeting of the School Board.
- 3.6 Employees may be entitled to indirect compensation that includes paid personal time and/or vacation time. The availability of indirect compensation of accumulated, unused personal hours and/or vacation time will be provided under the terms of the employee's contract, consistent with this Standard Operating Procedure and the policy of the Oneida Nation, including the MOA. Any personal time hours over 200 hours that the individual has accumulated, or over 184 accumulated hours for individuals earning 12 days of personal leave under the contract, at the end of the term of the contract will not accrue to a new contract year, but can be paid as cash compensation after the end of a contract year and the employee's final contract payroll period, upon request. The cash compensation is calculated using the employee's earned pay rate. Failure to request the hours accumulated over 200 hours, or over 184 accumulated hours for individuals earning 12 days of personal leave under the contract, at the end of the current contract year will result in a loss of those hours for the cash compensation program.

If the employee has over 200 hours of personal leave and/or vacation time at the beginning of the new contract year, or over 184 accumulated hours for individuals earning 12 days of personal leave under the contract, the maximum the employee may be credited at the beginning of the next ONSS contract year will be 280 hours of personal leave and/or vacation time. The employee receives personal days of leave as indirect compensation available for use during the full term of the contract, but which are attributed to the employee at the beginning of the new contract year when they are "loaded" into the personnel management system.

3.6.1 Supervisors are responsible for monitoring employee vacation/personal time accruals, scheduling employees' working hours and approving or denying time off requests.

3.6.2 Employees are responsible for requesting time off utilizing personal, vacation, and/or donated hours, and shall comply with the procedures established by the ONSS Administration for documentation of the use of personal leave and vacation time, including approval.

3.6.3 Indirect cash compensation for unused personal leave and/or vacation time shall not be provided to an ONSS contracted employee if it is inconsistent with the then-current ONSS Employee Contract.

3.6.4 The employee is responsible annually for requesting the hours accumulated over any maximum number of hours allowed to accrue under the then-current Employee Contract.

3.6.4.1 The School Board's Chair, or in his/her absence, the Vice-Chair, shall approve or decline to approve a request by the Superintendent or Administrators.

3.6.4.2 The immediate supervisor of all other employees shall approve or decline to approve a request by the employee.

3.7 Consistent with the MOA, the Personnel Policies and Procedures shall be revised to accommodate the decisions made by the Oneida Nation School Board related to personnel, including personnel contracts regarding indirect compensation of unused personal leave and vacation time.

3.7.1 The Human Resource Department shall process ONSS Contracted Employees' requests for unused personal leave and vacation time consistent with the then-current terms and conditions of the ONSS employee contracts.

#### 4. REFERENCES

- 4.1 Memorandum of Agreement between the Oneida Business Committee and the Oneida Nation School Board, March 21, 1988
- 4.2 GTC Resolution 05-23-11-B, Amendments to the Personnel Policies and Procedures on Trade Back for Cash of Personal and Vacation Time
- 4.3 Oneida Tribe of Wisconsin, Personnel Policies and Procedures
- 4.4 Oneida Tribe of Wisconsin, Standard Operating Procedure, Quarterly Trade Back for Cash Tribal Work Standards (October 11, 2011)
- 4.4 ONSS Employee Contracts

Post Office Box 365

Phone: 869-2214

Oneida, WI 54155



bringing several 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



ONEIDA TRIBAL SCHOOL  
MEMORANDUM OF AGREEMENT

WHEREAS, the Oneida General tribal Council, on January 8, 1983, by Resolution, directed that an agreement be reached between the Oneida Business Committee and the Oneida Tribal School Board regarding the autonomous administration of the Oneida Tribal School which would provide for full involvement of the Oneida Tribal School Board in all personnel matters related to all personnel employed in the operation of the Oneida Tribal School, and

WHEREAS, the Oneida General Tribal Council further directed that said Memorandum of Agreement be made consistent with existing policies and procedures of the Oneida Tribe as set forth in the Oneida Tribal Management System that accounting, purchasing, budgeting and budget planning of the Oneida Tribal School be consistent with approved policies and procedures of the Oneida Tribal Accounting Office, and

WHEREAS, the Oneida Tribal School Board is an elected body of the Oneida General Tribal Council, any cause against them individually or as a body should be consistent with the Oneida Removal Ordinance, and

WHEREAS, contracts with the federal or state governments on behalf of the Oneida Tribal School require endorsement and approval of the Oneida Business Committee and therefore cooperation and close communications should exist between the Oneida Tribal School Administration, Oneida Business Committee and Tribal School Board.

NOW THEREFORE BE IT RESOLVED, that the following terms and conditions meet the criteria set forth by the Oneida General Tribal Council for the MEMORANDUM OF AGREEMENT above described;

ONEIDA TRIBAL SCHOOL  
MEMORANDUM OF AGREEMENT

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This MEMORANDUM OF AGREEMENT is entered into this 21 day of March, 1988, between the Oneida Business Committee, hereafter referred to as the COMMITTEE, and the Oneida Tribal School Board, hereafter referred to as the BOARD, agree to abide, respect and follow the following provisions:

1. That all hiring, evaluations, promotions, suspensions/dismissals of all personnel employed in the operation of the Oneida Tribal School is to be performed by the BOARD: that hiring, promotions, suspensions/dismissals shall be conducted pursuant to the Oneida Tribal Management System wherein three (3) member of the BOARD and one (1) Tribal School Administrator, shall sit with one (1) member of the Oneida Tribal Personnel Selection Committee and the EEO Officer, that evaluations of instructional personnel shall be performed, based upon sound educational administration recognizing the contractual and school year provisions for teaching personnel, and that the COMMITTEE shall revise the Oneida Tribal Management System appropriately to accommodate the above.
  - A. Where the Oneida Tribal Management System refers to Personnel Administrator it shall be revised by the COMMITTEE to provide for Consultation with the Tribal School Administrator and Chairman of the BOARD.
2. Grievances of employees of the Oneida Tribal School are to be processed by two (2) members of the Oneida Personnel Selection Committee, three (3) BOARD members and the EEO Officer as per grievance procedures outlined in the Oneida Tribal Management System.
3. All contracts, grants and proposals related to the operation or planning of the Oneida Tribal School shall be first reviewed and endorsed by the BOARD. Such review and endorsement shall be presented in writing to the COMMITTEE at times consistent with existing Oneida Tribal Policies and Procedures. The recommendations of the BOARD shall be followed by the COMMITTEE, unless good cause to the contrary is shown, provided that such proposed contracts, grants and proposals are consistent with Oneida Tribal School funding cycles.

ONEIDA TRIBAL SCHOOL  
MEMORANDUM OF AGREEMENT

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- A. Disputes between the COMMITTEE and the BOARD under this provision shall be negotiated by the parties.
  - B. If the matter cannot be resolved, the matter shall be reported at the next meeting of the Oneida General tribal Council or special meeting called therefore.
4. The BOARD shall submit all minutes of all meetings in writing to the COMMITTEE.
    - A. Long and short range planning of the Oneida Tribal School shall be coordinated with the COMMITTEE.
    - B. The BOARD shall make two (2) annual reports in writing to the Oneida General Tribal Council to be available to the Oneida General Tribal Council consistent with the annual reports of all other tribal departments and programs to the regular annual meeting of the Oneida General Tribal Council.
  5. The MEMORANDUM OF AGREEMENT shall not be amended except by the Oneida General Tribal Council or at the express direction of the Oneida General Tribal Council and shall be effective upon ratification by the Oneida General Tribal Council.

C E R T I F I C A T I O N

I, the undersigned, as Secretary of the Oneida Business Committee, hereby, certify that the Oneida General Tribal Council in session with a quorum of 76 members present, at a meeting duly called, noticed, and held on the 21 day of March, 1988; that the foregoing resolution was duly adopted at such meeting by a unanimous vote of those present and that said resolution has not been rescinded or amended in any way.



Anelia Cornelius, Tribal Secretary  
Oneida Tribe of Indians of Wisconsin

# ONEIDA LAW OFFICE

*CONFIDENTIAL: ATTORNEY/CLIENT WORK PRODUCT*

TO: Debbie Reiter-Mehojah  
School Administration

*Use this number on future correspondence:*

**2021-0132**

FROM: Peggy A. Schneider, Staff Attorney

Peggy A. Schneider  
Digitally signed by Peggy A. Schneider  
Date: 2021.03.12 14:51:58 -06'00'

DATE: March 12, 2021

*HRD Department Use*  
*gnd* **Contract Approved** *3/26*  
**Contract Not Approved**  
*(see attached explanation)*

RE: Oneida Nation School Board-Employee Contract

*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:

March 12, 2021 Revised Contract – Review:

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

February 23, 2021 Review:

- ✓ Not in appropriate legal form.

This contract is not in the form approved by the Oneida Nation School Board at its February 19, 2021 meeting. Please submit for legal review the contract form approved at that meeting.

**ONEIDA NATION SCHOOL BOARD  
EMPLOYEE CONTRACT**

**IT IS HEREBY AGREED** by and between the Oneida Nation School Board (hereinafter designated as the "Board") and \_\_\_\_\_ (hereinafter designated as the "Employee,"), that the Oneida Nation School System does hereby employ the Employee to work for the Oneida Nation School System ("ONSS") in such grades or positions to which he/she may be assigned by the Superintendent or his/her designee. Employee assignments will be based upon the licensing/certification of the Employee, where applicable.

**I. CONTRACTUAL PERIOD**

This contract shall be for a specific term, beginning on August 18, 2021, and ending on June 2, 2022. This contract, including and notwithstanding the procedures set forth herein, shall expire at the end of its term and shall not grant or create any contractual rights or other expectancy of continued employment beyond the term of this contract. The Board may renew this contract as provided in Section VI below. The Employee will perform his/her duties, as described under Section II, below, during the duration of the calendar year, as determined by the School Board. The Employee will work no fewer than 190 days during this contractual period to include the days designated in the school calendar.

Contractual obligations will extend beyond this contract duration if necessary to make up school days due to inclement weather or other emergencies, as needed. If the school is closed due to inclement weather, the Employee is not to report to the school, unless directed otherwise by his/her supervisor.

The Employee will perform his/her duties during the duration of the contract term, as determined by the Superintendent or his/her designee, and consistent with the terms and conditions of this contract, and the Oneida employment law, including, personnel handbooks, policies, and procedures (except as otherwise provided under this contract, School Board Standard Operating Procedures, and the policies and procedures adopted by the Board).

**II. RESPONSIBILITIES**

A. Credentials. This contract is contingent at all times upon the Employee obtaining and maintaining a valid Wisconsin certificate or license, as required in the Employee's job description. The Employee understands that he/she retains sole responsibility for maintaining the proper certification at all times and ensuring that the proper certification is on file with the Oneida Nation Human Resources Department at all times and that a current copy is provided to the Superintendent.

The Employee agrees to participate in professional conferences, workshops, and in-service training for the purpose of improving and stimulating the Employee's professional growth. Participation will be in accordance with Board rules, policies, and requirements. Upon prior approval by the Superintendent for participation in a specific, requested activity, the Board

will assume the financial responsibility for costs related to the approved activity, such as tuition, books, fees, etc. A request for such financial support shall be submitted to the Superintendent in writing. Reimbursement shall be provided for the cost of up to six semester credits every five years for tuition and related expenses, such as books and fees, for course credits when taken to fulfill the State of Wisconsin requirements for the renewal of the Employee's license. The Superintendent reserves the right to deny any such request that fails to comply with the requirements for reimbursement.

In the event Employee resigns from employment less than three (3) years after receiving reimbursement for an approved activity, Employee agrees to repay the reimbursement amount according to the following terms:

1. If Employee resigns during the approved activity or less than 12 months after receiving reimbursement, Employee must repay 100% of the reimbursement amount.
2. If Employee resigns more than 12 months but less than 24 months after receiving reimbursement, Employee must repay 50% of the reimbursement amount.
3. If Employee resigns more than 24 months but less than 36 months after receiving reimbursement, Employee must repay 25% of the reimbursement amount.

B. Duties

1. Calendar. The Employee will work 190 days during the school calendar year, with 180 student contact days and 10 days of staff in-service/staff development or work days. The Employee will also perform all off-site duties as may be directed by the Superintendent or his/her designee. The work day or student contact day (a) for Teachers is from 7:30 a.m. to 3:30 p.m., and (b) for Co-teachers is from 7:30 a.m. to 3:30 p.m., Monday through Friday, with a thirty (30) minute lunch period as determined by the Superintendent or his/her designee based on daily staffing requirements. The workday hours may change when special event activities (e.g., Family Feast, Maple Syrup Dinner, Open House, Parent/Teacher Conferences, etc.) are scheduled as determined by the Superintendent or his/her designee. Attendance is mandatory for all special events unless the employee has been approved for leave.

2. Oneida Language. The Employee agrees to participate in weekly instruction in the Oneida Language (a minimum requirement of one (1) hour per week)/Oneida Certification program as outlined in the Board Policy.

3. Professional Service. The Employee agrees to perform at a professional level of competence the services, duties, and obligations required by the laws of the Oneida Nation, and the rules, regulations, and policies of the Board that are now existing or which may be hereinafter enacted by the Board. The Superintendent or his/her designee will provide an Employee with a written job description of the Employee's services, duties, and obligations upon initial employment with the ONSS, or, subsequently, upon request by the Employee. The Employee's job description is hereby referenced and incorporated into this contract, and the duties described therein

are requisite to the Employee's fulfillment of the contract. The Board agrees to furnish the Employee with a written copy of all of its rules, regulations, and policies now in effect or becoming effective during the term of this contract, upon request by the Employee.

4. Full-time Position. The Employee agrees to devote full time to the duties and responsibilities normally expected of the Employee's position during the term of this contract, and shall not engage in any pursuit which interferes with the proper discharge of such duties and responsibilities.

5. Conflict. In case of direct conflict between any rules, regulations, or policies of the Oneida Nation School Board or the Oneida Nation and any specific provision of this contract, the contract shall control.

C. Additional Duties. In addition to the foregoing duties, the Employee shall do other work, designated as "Additional Duties," as may be required of him/her from time to time by the Superintendent or his/her designee. Additional compensation may be provided to such Employee, pursuant to the Board Standard Operating Procedure titled "ONSS Contract Personnel Salaries and Benefits, but in order to receive additional compensation for such "Additional Duties," the Board or, by authorization from the Board, the Superintendent, will assign these duties to the Employee in writing as "Additional Duties Required by the Oneida Nation School Board." The Board or, by authorization from the Board, the Superintendent, must approve any payment amount for such authorized additional duties in advance of the assignment of additional duties. Performance by the Employee of any "Additional Duties" prior to proper authorization will not be compensated.

Upon evidence provided to the Board of the completion of the authorized and assigned "Additional Duties," the Employee designated as a non-exempt position will be compensated for the performance of the "Additional Duties" consistent with the Oneida employment law and policies for non-exempt personnel. The Employee designated as an exempt position will be compensated for the performance of the "Additional Duties" at an hourly rate equivalent to that which the Employee would ordinarily earn during a 40-hour work week under the terms of this contract. The Board will designate the nature and type of evidence required of the Employee for proper documentation of tasks performed and time expended. Co-curricular activities, such as advisory positions, will not be compensated as "Additional Duties" under these terms. Co-curricular contracts will be attached to this contract as addenda and co-curricular activities will be compensated according to the terms set forth in the addenda.

D. Conduct. At all times, during the performance of this contract the Employee shall strictly adhere to all the rules and regulations that now have been or may hereafter be established by the Board and the Oneida Nation (except as otherwise exempted by the Board) for the conduct of the Employee. This includes compliance with the federal Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232(g), regarding the confidentiality of student information, and Ch. 3, Code of Ethics, of the Oneida Nation Code

of Laws.

### III. COMPENSATION

A. Salary. In consideration of the Employee's satisfactory performance of the above stated responsibilities, the Oneida Nation through the Board agrees to pay a salary of \$ \_\_\_\_\_, based upon the designated term of this contract. The Oneida Nation School System salaries for Employees are based on the "Teacher Salary Scale," adopted by the Board on March 7, 2019, and the "Co-Teacher/AA Degree Salary Scale", adopted by the Board in March 2016, (as applicable to the individual and position), and will be used to determine individual Employee salaries. Advancement on the salary scales adopted by the Board represents a salary increase for the Employee. Employees on the Teacher Salary Scale will be eligible to move horizontally on the Teacher Salary Scale due to the attainment of additional graduate level credits or advanced degree, and are also eligible to move vertically on the Teacher Salary Scale due to a Step change related to years of service. Individuals in the category of "Co-Teacher/AA Degree Salary Scale" will advance on the Co-Teacher/AA Degree Salary Scale based on years of service. However, the Employee is responsible for maintaining documentation related to years of service, and additional graduate level credits and/or degrees in his/her personnel file, where applicable.

The salary will be pro-rated and paid on a fifty-two (52) week basis. This salary shall be subject to applicable state and federal deductions.

The Board shall reserve the right to increase the Employee's salary during the 2021-2022 contract year, at its sole discretion, due to a change in the financial conditions of the ONSS and/or the Oneida Nation, provided that any salary increase shall be prorated at the time of the salary increase through the end of the term of this contract.

#### B. Indirect Compensation.

1. Personal Time. The Employee is entitled to paid personal time consistent with the Oneida Personnel Policies and Procedures, except as specifically altered below and as required for the efficient operation of the School:

At the beginning of each contract year, the Employee shall be credited with 10 personal days of leave (i.e., 80 hours) for the contract year up to a 25 day (i.e., 200 hours) maximum of personal days of leave as carry-over from one contract year to the next, except that an Employee earning 12 days of personal leave during the immediate previous contract year shall continue to be credited with 12 personal leave days (i.e., 96 hours) per contract year (in recognition of their longevity and service to the ONSS, provided that all other terms of this contract apply). Vacation days do not apply to this contract.

The availability of trade-back for cash of accumulated personal hours will be provided under the terms of this contract, consistent with the Standard Operating Procedure No. 8, ONSS Contracted Employee Indirect Compensation: Unused

Personal Leave and Vacation Time, adopted by the Board and accepted by the Oneida Business Committee on August 8, 2018. Any personal time hours over 200 hours that the individual has accumulated, or over 184 accumulated hours for individuals earning 12 days of personal leave under the contract, to the ONSS Employee at the end of the term of this contract will not accrue to a new contract year, but can be paid out after the end of this contract year and the Employee's final contract payroll period, upon request. Failure to request the hours accumulated over 200 hours, or over 184 accumulated hours for individuals earning 12 days of personal leave under the contract, at the end of the current contract year will result in a loss of those hours for the trade-back for cash program.

If the Employee carries over 200 hours of personal leave into the new contract year, or over 184 accumulated hours for individuals earning 12 days of personal leave under the contract, the maximum the Employee may be credited at the beginning of this contract year will be 280 hours of personal leave. The Employee receives personal days of leave as indirect compensation available for use during the full term of the contract, but which are attributed to the Employee at the beginning of the new contract year when they are "loaded" into the personnel management system.

Personal days may be taken only after approval is obtained from the Employee's immediate supervisor or the Superintendent. Use of available personal days will be approved for illness, emergencies, or unforeseen circumstances (as defined by the Oneida Personnel Policies and Procedures). The Employee is to contact his/her supervisor no later than 6:00 a.m. on the day of the absence. A maximum of five (5) days of personal time may be used for personal business that cannot be conducted after the regular school day. The Employee shall notify his/her supervisor and request the use of personal days for personal business at least one (1) week in advance of the requested leave.

The Board, or its designee, reserves the right to require written documentation to substantiate the reason for a request for an absence using personal time. A physician's or doctor's verification may be requested by the Employee's supervisor if the Employee requests the use of personal days due to illness for three or more days. The burden for justifying the need for personal time will be on the Employee.

In the event that the Employee fails to complete the contract period in its entirety, the Employee hereby acknowledges that he or she will be responsible to reimburse the Oneida Nation of Wisconsin for any personal days that were used but unearned on the date of separation from employment.

Absences due to personal time may not be taken and will not be approved to extend holiday time before and after school breaks, as defined by the School calendar. Employees must work the preceding and following scheduled school calendar days unless the Employee is on a pre-approved absence, other scheduled work time, or extended medical leave.

In addition to paid personal days, the Employee is eligible for leave, including funeral leave, consistent with the Oneida Personnel Policies and Procedures. Extended medical leave may be granted, by the Board or its designee, with a doctor's verification of the need for such leave.

2. Health/Life/Retirement. The Employee may participate in the Oneida health life, and retirement plans, consistent with the eligibility requirements of the Oneida Personnel Policies and Procedures.

3. Ceremonial Activities. Employees who participate in ceremonies that are not provided for in the school calendar will be required to use personal time to participate. However, if an Employee has no accrued personal time at the time the Employee desires to participate in a ceremony, the Employee may request a leave of absence without pay to participate in the ceremony.

#### IV. VEHICLE POLICY

The Employee agrees not to transport students in his/her personal vehicle for any purpose related to the operation of the school. If the Employee transports a student in his/her personal vehicle for any purpose related to the operation of the school and school activities, the Employee assumes total responsibility and agrees to hold harmless and indemnify the Board, School, and Oneida Nation against any damages or injury resulting from such transportation.

In the event it is necessary for the Employee to transport students, the Employee shall use a school vehicle designated for that purpose, and shall first comply with the Oneida Driver's Authorization Policy. The Employee acknowledges that he/she has a duty to comply with the Oneida Driver's Authorization Policy, if he/she drives for any purpose related to the operation of the school.

#### V. EVALUATION

The Employee shall be formally evaluated a minimum of once during the school year by his/her immediate supervisor or designee.

Evaluations will be performed by the Employee's immediate supervisor or his/her designee. A brief outline of items to be discussed will be presented to the Employee before the evaluation. Possible areas to be addressed during the evaluation include:

1. Examples of strengths.
2. Specific deficiencies or weaknesses, if any.
3. Professional assistance to be given, if any.
4. Recommendations for improving performance, if needed.

A written evaluation and conference summary will be presented to the Employee within ten (10) school days following the conference. This summary will be signed by both the evaluator and the Employee to verify that the Employee received the summary. The Employee may, within five (5) school days, request a second conference to clarify the written summary.

In the event that an Employee should be observed having "professional difficulties," (deficiencies observed in the performance of contractual duties), suggestions for improvement shall be offered in writing to guide the Employee toward the solution of this particular professional problem; however, the primary responsibility for improvement of deficiencies rests with the Employee.

In the event the Employee feels the evaluation is incomplete or unjust, he/she may note his/her objections in writing. These objections will be attached to the evaluation and placed in the Employee's personnel file.

If the outcome of an evaluation would result in a suggested course of action to correct serious professional difficulties, a follow-up evaluation shall be conducted. Such follow-up evaluation would note progress in or compliance in the areas in need of improvement. These evaluations will be instrumental in the decision to renew or terminate the Employee's contract, as well as negotiating the terms of subsequent contracts.

## VI. RENEWAL

Nothing in this section will affect the immediate termination of this contract provided for in Section II or VIII or IX.

Notice of Renewal. On or before March 15 of the current contract year, the Board or its designee shall determine whether to give the Employee a written Notice of Renewal. If the Board determines to give the Employee a contract for the next school year, it shall issue a Notice of Renewal no later than March 15 of the current contract year. The Notice of Renewal constitutes a notice of the Board's intent to offer the Employee a contract for the next contract year. The notice of renewal may also contain changes in duties, salary, or other contractual provisions. The Employee must accept or reject the renewal in writing no later than April 30 of the current contract year. Rejection of the renewal terms and conditions will be deemed a termination from employment by the Employee, effective at the end of the current contract year (unless a personnel action by the Board suspends or terminates the employment prior to the end of the contract year). Acceptance of the renewal terms and conditions constitutes the Employee's acceptance of the contract between the parties. ONSS contracts must be reviewed and endorsed by the Board and such review and endorsement shall be presented in writing to the Oneida Business Committee. The recommendations of the Board shall be followed by the Business Committee, unless good cause to the contrary is shown, provided that such contracts are consistent with ONSS funding cycles. This review, endorsement, and presentation must be completed before the terms and conditions of the contract are final.

Notwithstanding a binding agreement between the parties, the parties may revise the terms and conditions of the contract during the term of this contract by mutual consent.

## VII. GRIEVANCE PROCEDURE

Disciplinary actions, including suspensions and dismissals, shall be taken consistent with the March 21, 1988, Memorandum of Agreement between the Board and the Oneida Business Committee (known as the MOA), and in accordance with the Board's Standard Operating Procedure (SOP), titled Oneida Nation School System MOA Disciplinary Panel.

If an employee chooses to grieve his or her disciplinary action, the employee must file an appeal in writing with the Executive/Administrative Assistant of the Board within ten (10) working days from the day the employee receives the disciplinary action. The employee shall state the reason(s) for the appeal. The MOA Appeal Panel will complete the grievance hearing and decision within 120 days upon receipt of the written appeal, consistent with the Oneida Nation's Administrative Procedure Act for original hearing bodies, unless the timeline is waived by both parties.

## VIII. RESIGNATION

In the event that the Employee resigns from his/her position prior to June 30 preceding the term of this contract no penalty will be assessed against the Employee for breach of contract. In the event that the Employee resigns between June 30 and August 1 preceding the start of the school year for this contract, the Employee will be assessed a fee of two hundred and fifty dollars (\$250.00) as the reasonable cost for posting and interviewing a replacement. In the event that the Employee resigns between August 1 and August 13 immediately preceding the start of the school year for the contract term, the Employee will be assessed a fee of five hundred dollars (\$500.00) as the reasonable cost for posting and interviewing a replacement.

In the event the Employee elects to voluntarily resign after the start of the contract year and before the end of the term of this contract, the Employee must provide the Board and the Superintendent a thirty (30) day notice of such resignation, Notice must be dated and submitted in writing to the Executive/Administrative Assistant of the Board. The Employee will be assessed a fee of five hundred dollars (\$500.00) as the reasonable cost for posting and interviewing a replacement.

In the event the Employee resigns at any time during the contract period for the purpose of accepting a different position within the Oneida Nation, the Board may, at its sole discretion, prorate the assessed fee.

These amounts are determined to be reasonable liquidated damages which the parties, looking forward, reasonably anticipate will follow such a breach and the Board may, at its option, demand to recover from the Employee that amount as liquidated damages.

## IX. TERMINATION

In the event this contract is terminated under this section, the Board will pay the Employee all remuneration and benefits accrued and for which he/she is eligible under the terms of this contract, but unpaid during the period of employment immediately prior to such termination.

A. Lack of funding. In the unlikely event that the Board is unsuccessful in its efforts to secure funding for this position, or the funds available for this position are eliminated, this contract shall automatically terminate thirty (30) calendar days subsequent to a formal written notice to the Employee. Notice of termination shall be issued by a duly authorized agent of the Board, and shall be delivered to the Employee via certified mail. During any such thirty (30) day interim period, each party to this contract agrees to faithfully perform their respective duties under this contract. School reorganization or lay off of the Employee due to reasons related to the availability of funding is consistent with this section of the contract.

B. Mutual consent. Upon mutual written agreement by the Board and the Employee, this contract and the employment of the Employee may be terminated without penalty or prejudice against either the Board or the Employee.

C. Breach of contract. In the event that the Employee violates any of the provisions of this contract, fails to perform the duties and responsibilities of the position, or performs any act or does anything by which the Board, School, or Oneida Nation may incur liability, then, at the option of the Board, this contract shall at once cease at the will of the Board without prior notice, and the Board, Oneida Nation, or School shall be under no obligation to the Employee, except to pay him/her for such services as may have been performed up to the date of the termination of this Agreement as herein provided. Notwithstanding the above, the Board or its designee reserves the right to discipline the Employee, including suspension without pay, in lieu of termination.

D. Illness or injury. In the event the Employee is unable to substantially perform his/her duties and responsibilities required of his/her position by reason of permanent illness or injury, then at the option of the Board this contract shall at once terminate.

E. Voluntary breach. See Section VIII, Resignation.

## X. TRANSFER

The Board or its designee has the authority to transfer or reassign the Employee in the best interests of the ONSS, at its sole discretion. The Employee will be transferred or reassigned to specific positions by the Superintendent or his or her designee. Employees who have been transferred or reassigned will be notified of such transfer or reassignment immediately following such decision. Transfer is not a grievable action.

**XI. ASSIGNMENT/CHOICE OF LAW/SEVERABILITY**

This contract may not be assigned by either party for any reasons without prior written consent of all parties. The Employee agrees that any disputes under this contract and/or with the ONSS and Oneida Nation of Wisconsin are subject to the jurisdiction of the Oneida Judiciary. If any article or part of this contract is held to be invalid by the Judiciary, or if compliance with or enforcement of any part should be restrained by the Judiciary, the remainder of the contract will not be affected thereby. The parties may voluntarily and mutually agree to mediation or binding arbitration in lieu of jurisdiction by the Judiciary, except that the parties may elect to use the Peacemaking services of the Judiciary.

**XII. TIME OF THE ESSENCE**

All dates and times referred to in this contract are "of the essence," and may only be waived expressly in writing by both parties.

**XIII. COVENANT**

THE PARTIES FULLY UNDERSTAND THAT THIS CONTRACT IS CONTINGENT UPON CONTINUED FUNDING.

I UNDERSTAND AND AGREE THAT IT IS MY RESPONSIBILITY TO TIMELY PROVIDE APPROPRIATE DOCUMENTATION TO THE SUPERINTENDENT REGARDING QUALIFICATIONS, LICENSURE, AND ALL OTHER MANDATORY ONEIDA NATION CERTIFICATIONS. FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL CONSTITUTE A BREACH OF THIS CONTRACT, AND MAY RESULT IN TERMINATION.

I HAVE READ AND HEREBY ACCEPT THIS CONTRACT SUBJECT TO THE PROVISIONS AND AGREEMENTS STATED ABOVE, AND UNDERSTAND THAT NO OTHER AGREEMENTS (ORAL OR WRITTEN) HAVE BINDING FORCE UPON EITHER PARTY TO THIS CONTRACT UNLESS PUT FORTH IN WRITING, SIGNED BY BOTH PARTIES, AND ATTACHED TO THIS CONTRACT.

I UNDERSTAND THAT FAILURE TO RETURN THIS PROPERLY SIGNED CONTRACT TO THE OFFICE OF THE SUPERINTENDENT BY \_\_\_\_\_, SHALL BE DEEMED AN UNTIMELY ACCEPTANCE OF THIS OFFER OF EMPLOYMENT. THIS CONTRACT WILL THEN BE WITHOUT BINDING FORCE UPON EITHER PARTY. THE ONEIDA NATION SCHOOL BOARD RETAINS THE RIGHT, AT ITS SOLE DISCRETION, TO WAIVE TIMELY ACCEPTANCE REQUIREMENTS.

---

 Employee

---

 Date

\_\_\_\_\_  
Principal/Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
School Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
School Board Chair Person

\_\_\_\_\_  
Date

EMPLOYEE  
CONFLICT OF INTEREST DISCLOSURE FORM



I, \_\_\_\_\_, Employee No. \_\_\_\_\_, declare this to be a full and complete disclosure of any and all conflicts of interest with the Oneida Nation. I understand that a conflict of interest, as defined in Title 2, Employment – Chapter 217-Conflict of Interest, means any interest, real or apparent, whether it be personal, financial, political, or otherwise, held by an elected official, officer, political appointee, employee, consultant, or appointed or elected member, or their immediate family members, friends or associates, or any other person with whom they have contact, that conflicts with any right of the Nation to property, information, or any other right to own and operate activities free from undisclosed competition or other violation of such rights of the Nation. In addition, conflict of interest also means any financial or familial interest an elected official, officer, political appointee, employee, consultant, or appointed or elected member or their immediate family members may have in any transaction between the Nation and an outside party.

I affirm to the best of my knowledge and belief that:

1. I am not presently involved in nor a party to any legal actions against the Oneida Nation;
2. based upon any prior contacts with the Oneida Nation, if any, I do not contemplate initiating any legal actions against the Oneida Nation;
3. I am not presently involved in any activity or have outside interests that conflicts or suggest a potential conflict with the best interest of the Oneida Nation;
4. I am not involved in nor own any business or personal investments which are related to or connected with the Oneida Nation, its programs, departments, or enterprises in which I will be working with;
5. I do not hold any positions of director or officer in any public or private groups, firms, organizations, or other entities which are substantially or wholly owned by the Oneida Nation;
6. I do not sit on any boards, commissions or committees of the Oneida Nation;
7. To the best of my knowledge, no other members of my family, associates, friends, or any other persons with whom I have close contact with has any conflict with any right of the Oneida Nation to property, information, or any other right to own and operate its enterprise, program, or trade free from undisclosed competitions or other violations of such rights of the Oneida Nation;
8. I am not applying for, nor am I the recipient of any special services, grants, loans, or other gifts or compensation from any person or entity that contracts with or otherwise works for the Oneida Nation, and I have no other contracts currently open with the Oneida Nation;
9. I disclose and list below any exceptions to No. 1 through 8 above as follows:

(If NONE please check )

(Attach additional pages, if necessary)

During my employment/contract period, I agree to promptly report any situation that might involve or appear to involve me in any conflict or suggestion of a conflict of interest with the Oneida Nation. If such a conflict arises during the employment period, I shall immediately advise the Oneida Nation and the Oneida Nation may, at its sole discretion, immediately terminate employment. Further, I agree that failure to report any conflict shall be cause to terminate my employment.

Signature \_\_\_\_\_

Date \_\_\_\_\_

### Oneida Business Committee Agenda Request

Review and enter into the record - the Oneida Nation School System employment form - Food Service...

1. Meeting Date Requested: 4 / 28 / 21

#### 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/Submitter:   
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:

Per the 1988 MOA, the Oneida Nation School System shall submit contracts to the Oneida Business Committee for review. The School Board receives ONSS contract forms from school administration, annually, to review, update, and approve the contract language.

In addition to School Board approval, the contracts were sent to the following entities for their review and or approval: 1) School Board Attorney; 2) HRD; and 3) Law Office.

The School Board is requesting the Oneida Business Committee to review the SY21-22 ONSS Contract forms and to enter into the OBC record to fulfill the language in the contracts and MOA.

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 School Board Meeting Minutes

**Date:** February 19, 2021

**Time:** 5:00 p.m.

**Place:** Online TEAMS Meeting

The Oneida Nation School Board is committed and accountable to students, parents, families, staff, and community members to provide regulatory oversight for a safe, positive, culturally diverse, holistic, learning atmosphere based on Onayoté a'ka values. We will provide the expectations, resources, and educational opportunities to encourage students to be productive.

Present: Aaron Manders, Sylvia Cornelius, Melinda K. Danforth, Vicki L. Cornelius

Excused: Sacheen Lawrence

Unexcused:

Others: Sheri Mousseau, Peggy Schneider, Jolene Hensberger (recorder)

Called to order: Aaron Manders

Time: 5:01 p.m.

Chair requested a brief pause in respect to Sacheen Lawrence.

### **I: Adopt Agenda**

Motion by Sylvia Cornelius to SC / VC to move the executive session to first on the agenda and to add the Quarter 1 School Board Report for retro-approval. Seconded by Vicki L. Cornelius. Motion carries.

*Executive Session discussed next.*

Motion by Sylvia Cornelius to go into executive session at 5:04 p.m. Seconded by Melinda K. Danforth. Motion carries.

Present: Aaron Manders, Sylvia Cornelius, Melinda K. Danforth, Vicki L. Cornelius

Excused: Sacheen Lawrence

Others: Sheri Mousseau, Peggy Schneider (School Board Attorney), Jolene Hensberger (recorder)

Motion by Melinda K. Danforth to come out of executive session at 5:18 p.m. Seconded by Vicki L. Cornelius. Motion carries.

### **II: Follow Up**

#### **A. Retro-approval of Quarter 1 School Board Report to Business Committee**

Motion by Melinda K. Danforth to retro-approve Q1 School Board Report. Seconded by Vicki L. Cornelius. Motion carries.

**B. Review of School Board Bylaws**

Motion by Sylvia Cornelius to send request to Business Committee to allow an exception to BCC Law regarding filling Vacancies on School Board. Seconded by Melinda K. Danforth. Motion carries. (School Board Admin Asst. will work on request)

**III: Executive Session**

*Discussed first on the agenda.*

**A. Approve Superintendent Contract form**

Motion by Sylvia Cornelius to approve the Superintendent Contract form, and to include language regarding nationwide increases to be in renewal letter. Seconded by Melinda K. Danforth. Motion carries.

**B. Approve Administrator Contract form**

Motion by Sylvia Cornelius to approve the Administrator Contract form, and to include language regarding nationwide increases to be in renewal letter. Seconded by Melinda K. Danforth. Motion carries.

**C. Approve Employee Contract form**

Motion by Sylvia Cornelius to approve the Employee Contract form, and to include language regarding nationwide increases to be in renewal letter. Seconded by Melinda K. Danforth. Motion carries.

**D. Approve Food Service Employee Contract form**

Motion by Sylvia Cornelius to approve the Food Service Contract form, and to include language regarding nationwide increases to be in renewal letter. Seconded by Melinda K. Danforth. Motion carries.

**IV. Adjourn**

Motion by Melinda K. Danforth to adjourn at 6:24 p.m. Seconded by Sylvia Cornelius. Motion carries.

Respectfully,

  
Sylvia Cornelius, Secretary

3/01/2021  
Date Minutes approved on



## Oneida Nation School Board Meeting Minutes\_DRAFT

**Date:** April 5, 2021

**Time:** 5:00 p.m.

**Place:** Online TEAMS Meeting

The Oneida Nation School Board is committed and accountable to students, parents, families, staff, and community members to provide regulatory oversight for a safe, positive, culturally diverse, holistic, learning atmosphere based on Onayoté a'ka values. We will provide the expectations, resources, and educational opportunities to encourage students to be productive.

Present: Aaron Manders, Sacheen Lawrence, Sylvia Cornelius, Melinda K. Danforth, Vicki L. Cornelius

Excused:

Unexcused: none

Others: Sheri Mousseau, Yvette Peguero, Artley Skenandore, Linda Jenkins, Tony Romandine, Tracy Williams, Fay LeMense, Tracy Christensen, Morgan Clark, Jolene Hensberger

Called to Order: Aaron Manders

Time: 5:03 p.m.

### **I: Adopt Agenda**

Motion by Sylvia Cornelius to adopt the agenda with the changes of moving the Administrative Staff reports before the Superintendent Report and to add on the approval of two short term graduates. Seconded by Sacheen Lawrence. Motion carries.

### **II: Approve Minutes**

#### **A. March 1, 2021**

Motion by Sylvia Cornelius to approve the March 1, 2021 Minutes. Seconded by Melinda K. Danforth. Motion carries.

#### **B. March 16, 2021**

Motion by Sylvia Cornelius to approve the March 16, 2021 Minutes. Seconded by Melinda K. Danforth. Motion carries.

### **III: E-polls to enter into record (none)**

### **IV: Tabled Business (none)**

### **V: Standing Agenda / Follow Up**

#### **A. Accept JOM Update**

Motion by Sacheen Lawrence to accept the JOM update/budget report. Seconded by Sylvia Cornelius. Motion carries.

**VI. New Business** (*none*)

[Administrative Staff Reports discussed next on agenda]

**VII: Superintendent Items****A. Approve Superintendent Report**1. Approve Superintendent Report

Motion by Sylvia Cornelius to approve Superintendent report. Seconded by Vicki L. Cornelius. Motion carries.

## 2. Approve ONSS Parent/Student Re-opening Plan Handbook

Motion by Sylvia Cornelius to approve the ONSS Parent/Student Re-opening Handbook. Seconded by Melinda K. Danforth. Motion carries.

Discussion: Will meals be served at same locations, and will parents/guardians be notified of any changes, if so, how [which method of communication]? Yes, but they will be monitored and adjusted after a couple of weeks if needed; notification will be sent to parents/guardians by various methods.

Will teachers still conduct virtual tutoring meets for students needing additional help? Depends on individual teacher's time; some are making time to continue the help.

3. Approve SOP entitled *ONSS Contract Personnel Salaries and Benefits*

Motion by Sylvia Cornelius to approve the *ONSS Contract Personnel Salaries and Benefits* SOP. Seconded by Sacheen Lawrence. Motion carries.

## 4. Approve BIE revised Backgrounds Investigation Document/Questionnaire (BID)

Motion by Sylvia Cornelius to approve the BIE revised Backgrounds Investigation Document/Questionnaire. Seconded by Sacheen Lawrence. Motion carries.

**VIII. Administrative Staff Reports****A. Business Manager**1. Accept Business Manager Report

Motion by Sacheen Lawrence to accept the Business Manager report. Seconded by Vicki L. Cornelius. Motion carries.

2. Accept Ramah Navajo Settlement Budget Update

Motion by Sacheen Lawrence to accept the Ramah Navajo Settlement Budget update. Seconded by Sylvia Cornelius. Motion carries.

**B. K-5 Principal**1. Accept K-5 Principal Report

Motion by Sacheen Lawrence to accept the K-5 Principal report. Seconded by Vicki L. Cornelius. Motion carries.

2. Gifted and Talented Report (*no submission*)

**C. 6-12 Principal, Athletics, Booster Club and Oneida Language Department**1. Accept 6-12 Principal Report, and Athletics and Booster Club Updates

Motion by Melinda K. Danforth to accept the 6-12 Principal report. Seconded by Sylvia Cornelius. Motion carries.

2. Oneida Language Department Report

Motion by Sylvia Cornelius to accept the Language Dept update. Seconded by Vicki L. Cornelius. Motion carries.

3. Short Program Graduates

Motion by Melinda K. Danforth to approve the High School diploma for the completion of required credits of Carma Metoxen and James Bell. Seconded by Sylvia Cornelius. Motion carries.

**D. Special Education Coordinator**1. Accept Special Education Coordinator Report

Motion by Sylvia Cornelius to accept the Special Education Coordinator report. Seconded by Sacheen Lawrence. Motion carries.

**E. Technology Coordinator**1. Accept Technology Coordinator Report

Motion by Sylvia Cornelius to accept the Technology Coordinator report. Seconded by Sacheen Lawrence. Motion carries.

**F. FACE (Families and Child Education)**1. Accept FACE Report

Motion by Sylvia Cornelius to accept the FACE report. Seconded by Melinda K. Danforth. Motion carries.

Motion by Melinda K. Danforth to go into executive session at 5:55 p.m. Seconded by Vicki L. Cornelius. Motion carries.

Present: Aaron Manders, Sacheen Lawrence, Sylvia Cornelius, Melinda K. Danforth, Vicki L. Cornelius  
Others: Sheri Mousseau, Arley Skenandore, Tracy Williams, Jolene Hensberger (recorder)

Motion by Melinda K. Danforth to come out of executive session at 6:29 p.m. Seconded by Sacheen Lawrence. Motion carries.

**IX: Executive Session****A. Discuss Funding of O.L.D. Immersion Program and H.S. Facility**

Motion by Sylvia Cornelius to request School Board Chair to draft a letter requesting the Oneida Business Committee to include the Oneida Nation School Board on how the American Reserve Act funds can be utilized in regards with the Oneida Nation High School facility, as well as the Oneida Language Department needs moving forward in accordance with the growth of the department and programs. Seconded by Melinda K. Danforth. Motion carries.

Motion by Sylvia Cornelius to request School Board Chair to include in the letter to the Oneida Business Committee a request to add state benefits for ONSS Educators much like the Oneida Nation Law Enforcement. Seconded by Melinda K. Danforth. Motion carries.

**B. Review SOP #8 entitled, ONSS Contracted Employee Indirect Compensation: Unused Personal Leave and Vacation Time**

Motion by Melinda K. Danforth to approve the review of the [unchanged] *ONSS Contracted Employee Indirect Compensation: Unused Personal Leave and Vacation Time* SOP. Seconded by Sylvia Cornelius. Motion carries.

**C. Review and Determine Next Steps of Addendum #2020-0766**

Motion by Melinda K. Danforth to update the Addendum #2020-0766 to include the final full payment of original contract amount, and to have Athletic Director to provide job descriptions and the application process for coaches to the next school board meeting. Seconded by Vicki L. Cornelius. Motion carries.

**D. Review and Determine Next Steps of Addendum #2021-0037**

Motion by Melinda K. Danforth to accept as information only. Seconded by Vicki L. Cornelius. Motion carries.

**E. Review and Approve 2021 Backwards Working Draft Calendar**

Motion by Melinda K. Danforth to accept as information only. Seconded by Vicki L. Cornelius. Motion carries.

**F. List of March 2021 Items Requested to be Signed by School Board Chair**

Motion by Melinda K. Danforth to accept as information only. Seconded by Vicki L. Cornelius. Motion carries.

**X: ADJOURN**

Motion by Sylvia Cornelius to adjourn at 6:34 p.m. Seconded by Melinda K. Danforth. Motion carries.

# ONEIDA LAW OFFICE

*CONFIDENTIAL: ATTORNEY/CLIENT WORK PRODUCT*

TO: Debbie Reiter-Mehojah  
School Administration

*Use this number on future correspondence:*

**2021-0133**

FROM: Peggy A. Schneider, Staff Attorney

Peggy A. Schneider  
Digitally signed by Peggy A. Schneider  
Date: 2021.03.12 14:54:31 -06'00'

DATE: March 12, 2021

*HRD Department Use*  
*gnd* **Contract Approved** *3/26*  
**Contract Not Approved**  
*(see attached explanation)*

RE: Oneida Nation School Board-Food Service Contract

*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:

March 12, 2021 Revised Contract - Review:

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

February 23, 2021 Review:

- ✓ Not in appropriate legal form.

This contract is not in the form approved by the Oneida Nation School Board at its February 19, 2021 meeting. Please submit for legal review the contract form approved at that meeting.

**ONEIDA NATION SCHOOL BOARD  
FOOD SERVICE EMPLOYEE CONTRACT**

**IT IS HEREBY AGREED** by and between the Oneida Nation School Board (hereinafter designated as the "Board") and \_\_\_\_\_ (hereinafter designated as the "Food Service Employee," or "Employee"), that the Oneida Nation School System does hereby employ the Food Service Employee to work for the Oneida Nation School System ("ONSS") food service program as he/she is assigned by the Superintendent or his/her designee. Food Service Employee assignments will be based on the programmatic needs of the ONSS.

**I. CONTRACTUAL PERIOD**

This contract shall be for a specific term, beginning on August 18, 2021 and ending on June 2, 2022. This contract, including and notwithstanding the procedures set forth herein, shall expire at the end of its term and shall not grant or create any contractual rights or other expectancy of continued employment beyond the term of this contract. The Board may renew this contract as provided in Section VI below. The Food Service Employee will perform his/her duties, as described under Section II, below, during the duration of the calendar school year, as determined by the School Board. The Food Service Employee contract is for no fewer than 190 days during this contractual period to include the days designated in the school calendar.

Contractual obligations will extend beyond this contract duration if necessary to make up school days due to inclement weather or other emergencies, as needed. If the school is closed due to inclement weather, the Food Service Employee is not to report to the school, unless directed otherwise by his/her supervisor.

The Food Service Employee will perform his/her duties during the duration of the contract term, as determined by the Superintendent or his/her designee, and consistent with the terms and conditions of this contract, including, personnel handbooks, policies, and procedures (except as otherwise provided under this contract, School Board Standard Operating Procedures, and the policies and procedures adopted by the Board).

**II. RESPONSIBILITIES**

A. Qualifications. The Food Service Employee must satisfy and maintain the position qualifications as provided by the Oneida Nation Human Resources Department. In addition, the Food Service Employee shall participate in and complete Child Abuse and Neglect training. The Food Service Employee agrees to participate in any other training as required and directed by the Board or the Board's designee.

B. Duties

1. Calendar. The Food Service Employee will work 190 days during the school calendar year under this contract. The Food Service Employee will also perform all

off-site duties as may be directed by the Superintendent or his/her designee. The work day shall be from 6:00 a.m. to 2:00 p.m., Monday through Friday, consistent with the school calendar. The work day hours may change when special event activities (e.g., Family Feast, Maple Syrup Dinner, Open House, Parent/Teacher Conferences, etc.) are scheduled as determined by the Superintendent or his/her designee.

2. Professional Service. The Food Service Employee agrees to perform at a professional level of competence the services, duties, and obligations required by the laws of the Oneida Nation, and the rules, regulations, and policies of the Board that are now existing or which may be hereinafter enacted by the Board. The Superintendent or his/her designee will provide the Food Service Employee with a written job description of the Food Service Employee's services, duties, and obligations upon initial employment with the ONSS, or, subsequently, upon request by the Food Service Employee. The Food Service Employee's job description is hereby referenced and incorporated into this contract, and the duties described therein are requisite to the Food Service Employee's fulfillment of the contract. The Board agrees to furnish the Food Service Employee with a written copy of all of its rules, regulations, and policies now in effect or becoming effective during the term of this contract, upon request by the Food Service Employee.

4. Full-time Position. The Food Service Employee agrees to devote full time to the duties and responsibilities normally expected of the Food Service Employee's position during the term of this contract, and shall not engage in any pursuit which interferes with the proper discharge of such duties and responsibilities.

5. Conflict. In case of direct conflict between any rules, regulations, or policies of the Oneida Nation School Board or the Oneida Nation and any specific provision of this contract, the contract shall control.

C. Additional Duties. In addition to the foregoing duties, the Food Service Employee shall do other work, designated as "Additional Duties," as may be required of him/her from time to time by the Superintendent or his/her designee. Additional compensation may be provided to such Food Service Employee, pursuant to the Board Standard Operating Procedure titled "ONSS Contract Personnel Salaries and Benefits, but in order to receive additional compensation for such "Additional Duties," the Board or, by authorization from the Board, the Superintendent, will assign these duties to the Food Service Employee in writing as "Additional Duties Required by the Oneida Nation School Board." The Board or, by authorization from the Board, the Superintendent, must approve any payment amount for such authorized additional duties in advance of the assignment of additional duties. Performance by the Food Service Employee of any "Additional Duties" prior to proper authorization will not be compensated.

Upon evidence provided to the Board of the completion of the authorized and assigned "Additional Duties," the Food Service Employee designated as a non-exempt position will be

compensated for the performance of the "Additional Duties" consistent with the Oneida employment law and policies for non-exempt personnel. The Food Service Employee designated as an exempt position will be compensated for the performance of the "Additional Duties" at an hourly rate equivalent to that which the Food Service Employee would ordinarily earn during a 40-hour work week under the terms of this contract. The Board will designate the nature and type of evidence required of the Food Service Employee for proper documentation of tasks performed and time expended. Co-curricular activities, such as advisory positions, will not be compensated as "Additional Duties" under these terms. Co-curricular contracts will be attached to this contract as addenda and co-curricular activities will be compensated according to the terms set forth in the addenda.

D. Conduct. At all times, during the performance of this contract the Food Service Employee shall strictly adhere to all the rules and regulations that now have been or may hereafter be established by the Board and the Oneida Nation (except as otherwise exempted by the Board) for the conduct of the Food Service Employee. This includes compliance with the federal Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232(g), regarding the confidentiality of student information, and Ch. 3, Code of Ethics, of the Oneida Nation Code of Laws.

### III. COMPENSATION

A. Salary. In consideration of the Food Service Employee's satisfactory performance of the above stated responsibilities, the Oneida Nation through the Board agrees to pay a wage/salary of \$ \_\_\_\_\_, based upon the designated term of this contract. This amount reflects a wage/salary increase for the 2020-2021 school year. The Oneida Nation School System wages/salaries for Food Service Employees are based on the "Food Service Employees' Salary Scale" (as applicable to the individual and assigned position), which was adopted by the Board on January 18, 2017, and will be used to determine individual Food Service Employee salaries. Food Service Employee's placement vertically on the wage/salary scale will be based on years of service.

The salary will be pro-rated and paid on a fifty-two (52) week basis. This salary shall be subject to applicable state and federal deductions.

The Board shall reserve the right to increase the Food Service Employee's wages/salary during the 2021-2022 contract year, at its sole discretion, due to a change in the financial conditions of the ONSS and/or the Oneida Nation, provided that any wages/salary increase shall be prorated at the time of the salary increase through the end of the term of this contract.

B. Indirect Compensation.

1. Personal Time. The Employee is entitled to paid personal time consistent with the Oneida Personnel Policies and Procedures, except as specifically altered below and as required for the efficient operation of the School:

At the beginning of each contract year, the Employee shall be credited with 10 personal days of leave (i.e., 80 hours) for the contract year up to a 25 day (i.e., 200

hours) maximum of personal days of leave as carry-over from one contract year to the next. Vacation days do not apply to this contract.

The availability of trade-back for cash of accumulated personal hours will be provided under the terms of this contract, consistent with the Standard Operating Procedure No. 8, ONSS Contracted Employee Indirect Compensation: Unused Personal Leave and Vacation Time, adopted by the Board and accepted by the Oneida Business Committee on August 8, 2018. Any personal time hours over 200 hours that the individual has accumulated, or over 184 accumulated hours for individuals earning 12 days of personal leave under the contract, to the ONSS Food Service Employee at the end of the term of this contract will not accrue to a new contract year, but can be paid out after the end of this contract year and the Employee's final contract payroll period, upon request. Failure to request the hours accumulated over 200 hours, or over 184 accumulated hours for individuals earning 12 days of personal leave under the contract, at the end of the current contract year will result in a loss of those hours for the trade-back for cash program.

If the Employee carries over 200 hours of personal leave into the new contract year, or over 184 accumulated hours for individuals earning 12 days of personal leave under the contract, the maximum the Employee may be credited at the beginning of this contract year will be 280 hours of personal leave. The Employee receives personal days of leave as indirect compensation available for use during the full term of the contract, but which are attributed to the Food Service Employee at the beginning of the new contract year when they are "loaded" into the personnel management system.

Personal days may be taken only after approval is obtained from the Food Service Employee's immediate supervisor or the Superintendent. Use of available personal time will be approved for illness, emergencies, or unforeseen circumstances (as defined by the Oneida Personnel Policies and Procedures). The Food Service Employee is to contact his/her supervisor no later than 6:00 a.m. on the day of the absence. A maximum of five (5) days of personal time may be used for personal business that cannot be conducted after the regular school day. The Employee shall notify his/her supervisor and request the use of personal time for personal business at least one (1) week in advance of the requested leave.

The Board, or its designee, reserves the right to require written documentation to substantiate the reason for a request for an absence using personal time. A physician's or doctor's verification may be requested by the Employee's supervisor if the Employee requests the use of personal days due to illness for three or more days. The burden for justifying the need for personal time will be on the Employee.

In the event that the Employee fails to complete the contract period in its entirety, the Employee hereby acknowledges that he or she will be responsible to reimburse the Oneida Nation for any personal time that were used but unearned on the date of separation from employment.

Absences due to personal time may not be taken and will not be approved to extend holiday time before and after school breaks, as defined by the School calendar. Employees must work the preceding and following scheduled school calendar days unless the Employee is on a pre-approved absence, other scheduled work time, or extended medical leave.

In addition to paid personal time, the Employee is eligible for leave, including funeral leave, consistent with the Oneida Personnel Policies and Procedures. Extended medical leave may be granted, by the Board or its designee, with a doctor's verification of the need for such leave.

2. Health/Life/Retirement. The Employee may participate in the Oneida health, life, and retirement plans, consistent with the eligibility requirements of the Oneida Personnel Policies and Procedures.

3. Ceremonial Activities. Employees who participate in ceremonies that are not provided for in the school calendar will be required to use personal time to participate. However, if the Employee has no accrued personal time at the time the Employee desires to participate in a ceremony, the Employee may request a leave of absence without pay to participate in the ceremony.

#### **IV. VEHICLE POLICY**

The Food Service Employee agrees not to transport students in his/her personal vehicle for any purpose related to the operation of the school. If the Food Service Employee transports a student in his/her personal vehicle for any purpose related to the operation of the school and school activities, the Food Service Employee assumes total responsibility and agrees to hold harmless and indemnify the Board, School, and Oneida Nation against any damages or injury resulting from such transportation.

In the event it is necessary for the Food Service Employee to transport students, the Food Service Employee shall use a school vehicle designated for that purpose, and shall first comply with the Oneida Driver's Authorization Policy. The Food Service Employee acknowledges that he/she has a duty to comply with the Oneida Driver's Authorization Policy, if he/she drives for any purpose related to the operation of the school.

#### **V. EVALUATION**

The Food Service Employee shall be formally evaluated by the Supervisor or designee. The sixty (60) day probationary period identified in the job description and the Oneida Personnel Policies and Procedures shall not apply to the Food Service Employees under this contract.

## VI. RENEWAL

Nothing in this section will affect the immediate termination of this contract provided for in Section II or VIII or IX.

Notice of Renewal. On or before March 15 of the current contract year, the Board or its designee shall determine whether to give the Employee a written Notice of Renewal. If the Board determines to give the Employee a contract for the next school year, it shall issue a Notice of Renewal no later than March 15 of the current contract year. The Notice of Renewal constitutes a notice of the Board's intent to offer the Employee a contract for the next contract year. The Notice of Renewal may also contain changes in duties, wages/salary, or other contractual provisions. The Employee must accept or reject the renewal in writing no later than April 30 of the current contract year. Rejection of the renewal terms and conditions will be deemed a termination from employment by the Employee, effective at the end of the current contract year (unless a personnel action by the Board suspends or terminates the employment prior to the end of the contract year). Acceptance of the renewal terms and conditions constitutes the Employee's acceptance of the contract between the parties. ONSS contracts must be reviewed and endorsed by the Board and such review and endorsement shall be presented in writing to the Oneida Business Committee. The recommendations of the Board shall be followed by the Business Committee, unless good cause to the contrary is shown, provided that such contracts are consistent with ONSS funding cycles. This review, endorsement, and presentation must be completed before the terms and conditions of the contract are final.

Notwithstanding a binding agreement between the parties, the parties may revise the terms and conditions of the contract during the term of this contract by mutual consent.

## VII. GRIEVANCE PROCEDURE

Disciplinary actions, including suspensions and dismissals, shall be taken consistent with the March 21, 1988, Memorandum of Agreement between the Board and the Oneida Business Committee (known as the MOA), and in accordance with the Board's Standard Operating Procedure (SOP), titled Oneida Nation School System MOA Disciplinary Panel.

If an employee chooses to grieve his or her disciplinary action, the employee must file an appeal in writing with the Executive/Administrative Assistant of the Board within ten (10) working days from the day the employee receives the disciplinary action. The employee shall state the reason(s) for the appeal. The MOA Appeal Panel will complete the grievance hearing and decision within 120 days upon receipt of the written appeal, consistent with the Oneida Nation's Administrative Procedure Act for original hearing bodies, unless the timeline is waived by both parties.

## VIII. RESIGNATION

The Food Service Employee shall provide two (2) weeks' notice to his/her Supervisor if the

Employee is resigning from the position under this contract.

## **IX. TERMINATION**

In the event this contract is terminated under this section, the Board will pay the Employee all remuneration and benefits accrued and for which he/she is eligible under the terms of this contract, but unpaid during the period of employment immediately prior to such termination.

A. Lack of funding. In the unlikely event that the Board is unsuccessful in its efforts to secure funding for this position, or the funds available for this position are eliminated, this contract shall automatically terminate thirty (30) calendar days subsequent to a formal written notice to the Employee. Notice of termination shall be issued by a duly authorized agent of the Board, and shall be delivered to the Employee via certified mail. During any such thirty (30) day interim period, each party to this contract agrees to faithfully perform their respective duties under this contract. School reorganization or lay off of the Employee due to reasons related to the availability of funding is consistent with this section of the contract.

B. Mutual consent. Upon mutual written agreement by the Board and the Employee, this contract and the employment of the Employee may be terminated without penalty or prejudice against either the Board or the Employee.

C. Breach of contract. In the event that the Employee violates any of the provisions of this contract, fails to perform the duties and responsibilities of the position, or performs any act or does anything by which the Board, School, or Oneida Nation may incur liability, then, at the option of the Board, this contract shall at once cease at the will of the Board without prior notice, and the Board, School, or Oneida Nation shall be under no obligation to the Employee, except to pay him/her for such services as may have been performed up to the date of the termination of this Agreement as herein provided. Notwithstanding the above, the Board or its designee reserves the right to discipline the Employee, including suspension without pay, in lieu of termination.

D. Illness or injury. In the event the Employee is unable to substantially perform his/her duties and responsibilities required of his/her position by reason of permanent illness or injury, then at the option of the Board this contract shall at once terminate.

E. Voluntary breach. See Section VIII, Resignation.

## **X. TRANSFER**

The Board or its designee has the authority to transfer or reassign the Employee in the best interests of the ONSS, at its sole discretion. The Employee will be transferred or reassigned to specific positions by the Superintendent or his or her designee. Employees who have been transferred or reassigned will be notified of such transfer or reassignment immediately

following such decision. Transfer is not a grievable action.

**XI. ASSIGNMENT/CHOICE OF LAW/SEVERABILITY**

This contract may not be assigned by either party for any reasons without prior written consent of all parties. The Employee agrees that any disputes under this contract and/or with the ONSS and Oneida Nation are subject to the jurisdiction of the Oneida Judiciary. If any article or part of this contract is held to be invalid by the Judiciary, or if compliance with or enforcement of any part should be restrained by the Judiciary, the remainder of the contract will not be affected thereby. The parties may voluntarily and mutually agree to mediation or binding arbitration in lieu of jurisdiction by the Judiciary, except that the parties may elect to use the Peacemaking services of the Judiciary.

**XII. TIME OF THE ESSENCE**

All dates and times referred to in this contract are "of the essence," and may only be waived expressly in writing by both parties.

**XIII. COVENANT**

THE PARTIES FULLY UNDERSTAND THAT THIS CONTRACT IS CONTINGENT UPON CONTINUED FUNDING.

I UNDERSTAND AND AGREE THAT IT IS MY RESPONSIBILITY TO TIMELY PROVIDE APPROPRIATE DOCUMENTATION TO THE SUPERINTENDENT REGARDING QUALIFICATIONS, LICENSURE, AND ALL OTHER MANDATORY ONEIDA NATION CERTIFICATIONS. FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL CONSTITUTE A BREACH OF THIS CONTRACT, AND MAY RESULT IN TERMINATION.

I HAVE READ AND HEREBY ACCEPT THIS CONTRACT SUBJECT TO THE PROVISIONS AND AGREEMENTS STATED ABOVE, AND UNDERSTAND THAT NO OTHER AGREEMENTS (ORAL OR WRITTEN) HAVE BINDING FORCE UPON EITHER PARTY TO THIS CONTRACT UNLESS PUT FORTH IN WRITING, SIGNED BY BOTH PARTIES, AND ATTACHED TO THIS CONTRACT.

I UNDERSTAND THAT FAILURE TO RETURN THIS PROPERLY SIGNED CONTRACT TO THE OFFICE OF THE SUPERINTENDENT BY \_\_\_\_\_, SHALL BE DEEMED AN UNTIMELY ACCEPTANCE OF THIS OFFER OF EMPLOYMENT. THIS CONTRACT WILL THEN BE WITHOUT BINDING FORCE UPON EITHER PARTY. THE ONEIDA NATION SCHOOL BOARD RETAINS THE RIGHT, AT ITS SOLE DISCRETION, TO WAIVE TIMELY ACCEPTANCE REQUIREMENTS.

\_\_\_\_\_  
Food Service Employee

\_\_\_\_\_  
Date

---

Principal

---

Date

---

School Superintendent

---

Date

---

School Board Chair Person

---

Date

EMPLOYEE  
CONFLICT OF INTEREST DISCLOSURE FORM



I, \_\_\_\_\_, Employee No. \_\_\_\_\_, declare this to be a full and complete disclosure of any and all conflicts of interest with the Oneida Nation. I understand that a conflict of interest, as defined in Title 2, Employment – Chapter 217-Conflict of Interest, means any interest, real or apparent, whether it be personal, financial, political, or otherwise, held by an elected official, officer, political appointee, employee, consultant, or appointed or elected member, or their immediate family members, friends or associates, or any other person with whom they have contact, that conflicts with any right of the Nation to property, information, or any other right to own and operate activities free from undisclosed competition or other violation of such rights of the Nation. In addition, conflict of interest also means any financial or familial interest an elected official, officer, political appointee, employee, consultant, or appointed or elected member or their immediate family members may have in any transaction between the Nation and an outside party.

I affirm to the best of my knowledge and belief that:

1. I am not presently involved in nor a party to any legal actions against the Oneida Nation;
2. based upon any prior contacts with the Oneida Nation, if any, I do not contemplate initiating any legal actions against the Oneida Nation;
3. I am not presently involved in any activity or have outside interests that conflicts or suggest a potential conflict with the best interest of the Oneida Nation;
4. I am not involved in nor own any business or personal investments which are related to or connected with the Oneida Nation, its programs, departments, or enterprises in which I will be working with;
5. I do not hold any positions of director or officer in any public or private groups, firms, organizations, or other entities which are substantially or wholly owned by the Oneida Nation;
6. I do not sit on any boards, commissions or committees of the Oneida Nation;
7. To the best of my knowledge, no other members of my family, associates, friends, or any other persons with whom I have close contact with has any conflict with any right of the Oneida Nation to property, information, or any other right to own and operate its enterprise, program, or trade free from undisclosed competitions or other violations of such rights of the Oneida Nation;
8. I am not applying for, nor am I the recipient of any special services, grants, loans, or other gifts or compensation from any person or entity that contracts with or otherwise works for the Oneida Nation, and I have no other contracts currently open with the Oneida Nation;
9. I disclose and list below any exceptions to No. 1 through 8 above as follows:

(If NONE please check )  
(Attach additional pages, if necessary)

During my employment/contract period, I agree to promptly report any situation that might involve or appear to involve me in any conflict or suggestion of a conflict of interest with the Oneida Nation. If such a conflict arises during the employment period, I shall immediately advise the Oneida Nation and the Oneida Nation may, at its sole discretion, immediately terminate employment. Further, I agree that failure to report any conflict shall be cause to terminate my employment.

Signature \_\_\_\_\_

Date \_\_\_\_\_

### Oneida Business Committee Agenda Request

Review and enter into the record - the Oneida Nation School System employment form - Superintendent.

1. Meeting Date Requested: 4 / 28 / 21

#### 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/Submitter:   
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:

Per the 1988 MOA, the Oneida Nation School System shall submit contracts to the Oneida Business Committee for review. The School Board receives ONSS contract forms from school administration, annually, to review, update, and approve the contract language.

In addition to School Board approval, the contracts were sent to the following entities for their review and or approval: 1) School Board Attorney; 2) HRD; and 3) Law Office.

The School Board is requesting the Oneida Business Committee to review the SY21-22 ONSS Contract forms and to enter into the OBC record to fulfill the language in the contracts and MOA.

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 School Board Meeting Minutes

**Date:** February 19, 2021

**Time:** 5:00 p.m.

**Place:** Online TEAMS Meeting

The Oneida Nation School Board is committed and accountable to students, parents, families, staff, and community members to provide regulatory oversight for a safe, positive, culturally diverse, holistic, learning atmosphere based on Onayoté a'ka values. We will provide the expectations, resources, and educational opportunities to encourage students to be productive.

Present: Aaron Manders, Sylvia Cornelius, Melinda K. Danforth, Vicki L. Cornelius

Excused: Sacheen Lawrence

Unexcused:

Others: Sheri Mousseau, Peggy Schneider, Jolene Hensberger (recorder)

Called to order: Aaron Manders

Time: 5:01 p.m.

Chair requested a brief pause in respect to Sacheen Lawrence.

### **I: Adopt Agenda**

Motion by Sylvia Cornelius to SC / VC to move the executive session to first on the agenda and to add the Quarter 1 School Board Report for retro-approval. Seconded by Vicki L. Cornelius. Motion carries.

*Executive Session discussed next.*

Motion by Sylvia Cornelius to go into executive session at 5:04 p.m. Seconded by Melinda K. Danforth. Motion carries.

Present: Aaron Manders, Sylvia Cornelius, Melinda K. Danforth, Vicki L. Cornelius

Excused: Sacheen Lawrence

Others: Sheri Mousseau, Peggy Schneider (School Board Attorney), Jolene Hensberger (recorder)

Motion by Melinda K. Danforth to come out of executive session at 5:18 p.m. Seconded by Vicki L. Cornelius. Motion carries.

### **II: Follow Up**

#### **A. Retro-approval of Quarter 1 School Board Report to Business Committee**

Motion by Melinda K. Danforth to retro-approve Q1 School Board Report. Seconded by Vicki L. Cornelius. Motion carries.

**B. Review of School Board Bylaws**

Motion by Sylvia Cornelius to send request to Business Committee to allow an exception to BCC Law regarding filling Vacancies on School Board. Seconded by Melinda K. Danforth. Motion carries. (School Board Admin Asst. will work on request)

**III: Executive Session**

*Discussed first on the agenda.*

**A. Approve Superintendent Contract form**

Motion by Sylvia Cornelius to approve the Superintendent Contract form, and to include language regarding nationwide increases to be in renewal letter. Seconded by Melinda K. Danforth. Motion carries.

**B. Approve Administrator Contract form**

Motion by Sylvia Cornelius to approve the Administrator Contract form, and to include language regarding nationwide increases to be in renewal letter. Seconded by Melinda K. Danforth. Motion carries.

**C. Approve Employee Contract form**

Motion by Sylvia Cornelius to approve the Employee Contract form, and to include language regarding nationwide increases to be in renewal letter. Seconded by Melinda K. Danforth. Motion carries.

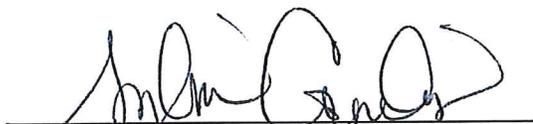
**D. Approve Food Service Employee Contract form**

Motion by Sylvia Cornelius to approve the Food Service Contract form, and to include language regarding nationwide increases to be in renewal letter. Seconded by Melinda K. Danforth. Motion carries.

**IV. Adjourn**

Motion by Melinda K. Danforth to adjourn at 6:24 p.m. Seconded by Sylvia Cornelius. Motion carries.

Respectfully,

  
Sylvia Cornelius, Secretary

3/01/2021  
Date Minutes approved on



## Oneida Nation School Board Meeting Minutes\_DRAFT

**Date:** April 5, 2021

**Time:** 5:00 p.m.

**Place:** Online TEAMS Meeting

The Oneida Nation School Board is committed and accountable to students, parents, families, staff, and community members to provide regulatory oversight for a safe, positive, culturally diverse, holistic, learning atmosphere based on Onayoté a'ka values. We will provide the expectations, resources, and educational opportunities to encourage students to be productive.

Present: Aaron Manders, Sacheen Lawrence, Sylvia Cornelius, Melinda K. Danforth, Vicki L. Cornelius

Excused:

Unexcused: none

Others: Sheri Mousseau, Yvette Peguero, Artley Skenandore, Linda Jenkins, Tony Romandine, Tracy Williams, Fay LeMense, Tracy Christensen, Morgan Clark, Jolene Hensberger

Called to Order: Aaron Manders

Time: 5:03 p.m.

### **I: Adopt Agenda**

Motion by Sylvia Cornelius to adopt the agenda with the changes of moving the Administrative Staff reports before the Superintendent Report and to add on the approval of two short term graduates. Seconded by Sacheen Lawrence. Motion carries.

### **II: Approve Minutes**

#### **A. March 1, 2021**

Motion by Sylvia Cornelius to approve the March 1, 2021 Minutes. Seconded by Melinda K. Danforth. Motion carries.

#### **B. March 16, 2021**

Motion by Sylvia Cornelius to approve the March 16, 2021 Minutes. Seconded by Melinda K. Danforth. Motion carries.

### **III: E-polls to enter into record (none)**

### **IV: Tabled Business (none)**

### **V: Standing Agenda / Follow Up**

#### **A. Accept JOM Update**

Motion by Sacheen Lawrence to accept the JOM update/budget report. Seconded by Sylvia Cornelius. Motion carries.

**VI. New Business** *(none)*

[Administrative Staff Reports discussed next on agenda]

**VII: Superintendent Items****A. Approve Superintendent Report**1. Approve Superintendent Report

Motion by Sylvia Cornelius to approve Superintendent report. Seconded by Vicki L. Cornelius. Motion carries.

## 2. Approve ONSS Parent/Student Re-opening Plan Handbook

Motion by Sylvia Cornelius to approve the ONSS Parent/Student Re-opening Handbook. Seconded by Melinda K. Danforth. Motion carries.

Discussion: Will meals be served at same locations, and will parents/guardians be notified of any changes, if so, how [which method of communication]? Yes, but they will be monitored and adjusted after a couple of weeks if needed; notification will be sent to parents/guardians by various methods.

Will teachers still conduct virtual tutoring meets for students needing additional help? Depends on individual teacher's time; some are making time to continue the help.

3. Approve SOP entitled *ONSS Contract Personnel Salaries and Benefits*

Motion by Sylvia Cornelius to approve the *ONSS Contract Personnel Salaries and Benefits* SOP. Seconded by Sacheen Lawrence. Motion carries.

## 4. Approve BIE revised Backgrounds Investigation Document/Questionnaire (BID)

Motion by Sylvia Cornelius to approve the BIE revised Backgrounds Investigation Document/Questionnaire. Seconded by Sacheen Lawrence. Motion carries.

**VIII. Administrative Staff Reports****A. Business Manager**1. Accept Business Manager Report

Motion by Sacheen Lawrence to accept the Business Manager report. Seconded by Vicki L. Cornelius. Motion carries.

2. Accept Ramah Navajo Settlement Budget Update

Motion by Sacheen Lawrence to accept the Ramah Navajo Settlement Budget update. Seconded by Sylvia Cornelius. Motion carries.

**B. K-5 Principal**1. Accept K-5 Principal Report

Motion by Sacheen Lawrence to accept the K-5 Principal report. Seconded by Vicki L. Cornelius. Motion carries.

2. Gifted and Talented Report *(no submission)*

**C. 6-12 Principal, Athletics, Booster Club and Oneida Language Department**1. Accept 6-12 Principal Report, and Athletics and Booster Club Updates

Motion by Melinda K. Danforth to accept the 6-12 Principal report. Seconded by Sylvia Cornelius. Motion carries.

2. Oneida Language Department Report

Motion by Sylvia Cornelius to accept the Language Dept update. Seconded by Vicki L. Cornelius. Motion carries.

3. Short Program Graduates

Motion by Melinda K. Danforth to approve the High School diploma for the completion of required credits of Carma Metoxen and James Bell. Seconded by Sylvia Cornelius. Motion carries.

**D. Special Education Coordinator**1. Accept Special Education Coordinator Report

Motion by Sylvia Cornelius to accept the Special Education Coordinator report. Seconded by Sacheen Lawrence. Motion carries.

**E. Technology Coordinator**1. Accept Technology Coordinator Report

Motion by Sylvia Cornelius to accept the Technology Coordinator report. Seconded by Sacheen Lawrence. Motion carries.

**F. FACE (Families and Child Education)**1. Accept FACE Report

Motion by Sylvia Cornelius to accept the FACE report. Seconded by Melinda K. Danforth. Motion carries.

Motion by Melinda K. Danforth to go into executive session at 5:55 p.m. Seconded by Vicki L. Cornelius. Motion carries.

Present: Aaron Manders, Sacheen Lawrence, Sylvia Cornelius, Melinda K. Danforth, Vicki L. Cornelius  
Others: Sheri Mousseau, Artley Skenandore, Tracy Williams, Jolene Hensberger (recorder)

Motion by Melinda K. Danforth to come out of executive session at 6:29 p.m. Seconded by Sacheen Lawrence. Motion carries.

**IX: Executive Session****A. Discuss Funding of O.L.D. Immersion Program and H.S. Facility**

Motion by Sylvia Cornelius to request School Board Chair to draft a letter requesting the Oneida Business Committee to include the Oneida Nation School Board on how the American Reserve Act funds can be utilized in regards with the Oneida Nation High School facility, as well as the Oneida Language Department needs moving forward in accordance with the growth of the department and programs. Seconded by Melinda K. Danforth. Motion carries.

Motion by Sylvia Cornelius to request School Board Chair to include in the letter to the Oneida Business Committee a request to add state benefits for ONSS Educators much like the Oneida Nation Law Enforcement. Seconded by Melinda K. Danforth. Motion carries.

**B. Review SOP #8 entitled, ONSS Contracted Employee Indirect Compensation: Unused Personal Leave and Vacation Time**

Motion by Melinda K. Danforth to approve the review of the [unchanged] *ONSS Contracted Employee Indirect Compensation: Unused Personal Leave and Vacation Time* SOP. Seconded by Sylvia Cornelius. Motion carries.

**C. Review and Determine Next Steps of Addendum #2020-0766**

Motion by Melinda K. Danforth to update the Addendum #2020-0766 to include the final full payment of original contract amount, and to have Athletic Director to provide job descriptions and the application process for coaches to the next school board meeting. Seconded by Vicki L. Cornelius. Motion carries.

**D. Review and Determine Next Steps of Addendum #2021-0037**

Motion by Melinda K. Danforth to accept as information only. Seconded by Vicki L. Cornelius. Motion carries.

**E. Review and Approve 2021 Backwards Working Draft Calendar**

Motion by Melinda K. Danforth to accept as information only. Seconded by Vicki L. Cornelius. Motion carries.

**F. List of March 2021 Items Requested to be Signed by School Board Chair**

Motion by Melinda K. Danforth to accept as information only. Seconded by Vicki L. Cornelius. Motion carries.

**X: ADJOURN**

Motion by Sylvia Cornelius to adjourn at 6:34 p.m. Seconded by Melinda K. Danforth. Motion carries.

<p style="text-align: center;"><b>ONEIDA TRIBE OF WISCONSIN</b></p> <p style="text-align: center;"><b>ONEIDA NATION SCHOOL BOARD</b></p> <p style="text-align: center;"><b>STANDARD OPERATING PROCEDURE</b></p>	<p><b>TITLE: ONSS Contracted Employee Indirect Compensation: Unused Personal Leave and Vacation Time</b></p>	<p>ORIGINATION DATE: 06/03/14</p> <p>REVISION DATE: July 19, 2018</p> <p>EFFECTIVE DATE: One week after Board approval</p>
<p>SOP NUMBER: #8</p>	<p><b>APPROVED BY:</b> Oneida Nation School Board</p>	<p>DATE: 6/3/14 REVISION DATE: <u>July 19, 2018</u> ; 4/05/2021</p>
<p>PAGE NO. 1 of 3</p>	<p><b>REVIEWED BY:</b> Business Committee</p>	<p>DATE: 06/25/14; Review DATE: <u>8/8/18</u> Review date: _____</p>

## 1. PURPOSE

1.1 The General Tribal Council provided for the autonomous administration of the Oneida Nation School System (ONSS) (formerly known as the Oneida Tribal School) through the administration of the Oneida Nation School Board (formerly known as the Oneida Tribal School Board). By agreement with the Oneida Business Committee in the Memorandum of Agreement (“MOA”) dated March 21, 1988, the Oneida Nation School Board, in its responsibilities related to all personnel matters, is to ensure that personnel decisions are based upon sound educational practices and policies.

1.1.1 The MOA also directed that the Personnel Policies and Procedures system (formerly known as the Oneida Tribal Management System) shall be revised to accommodate the decisions made by the Oneida Nation School Board related to personnel.

1.2 The MOA also provides that the Oneida Nation School Board (hereafter referred to as “School Board”) has the authority to enter into contracts, including contracts with personnel, as necessary for the sound educational practices of ONSS.

1.2.1 The MOA further directs that all contracts related to the operation or planning of the ONSS shall be first reviewed and endorsed by the School Board.

1.2.2 The School Board’s initiation, review, and endorsement of contracts, including personnel contracts, shall be presented in writing to the Business

Committee at times consistent with existing Oneida Nation Personnel Policies and Procedures.

1.2.3 The MOA provides that the recommendations of the School Board shall be followed by the Business Committee, unless good cause to the contrary is shown.

1.3 This Standard Operating Procedure is enacted for the purpose of promulgating a rule that provides for the School Board's ability to provide indirect compensation in the form of a payment for unused personal leave and vacation time at the end of a contract year when contracting with ONSS employees.

1.3.1 The School Board's decisions for ONSS contracted employees' indirect compensation to include their annual unused vacation and/or personal time shall be based on sound educational practices that consider the professional and educational needs of the ONSS and the School Board's ability to recruit and hire qualified personnel.

1.3.2 The School Board has determined that ONSS employees are frequently unable to utilize their personal and/or vacation leave due to their working conditions and that it is fiscally responsible to enable these employees to receive compensation in place of time off, consistent with sound educational practices.

## 2. DEFINITIONS

- 2.1 Personnel Policies and Procedures – Oneida Nation Personnel Policies and Procedures
- 2.2 Contracted Employee: An individual who is issued a contract of employment with the ONSS from the School Board and who has accepted employment with the ONSS.
- 2.3 MOA – March 21, 1988, Memorandum of Agreement between the Business Committee and the Oneida Nation School Board approved by the General Tribal Council
- 2.4 ONSS – Oneida Nation School System
- 2.5 School Board – Oneida Nation School Board

## 3. WORK STANDARDS

- 3.1 The School Board shall make an annual determination of the nature and type of indirect compensation that will be offered to current and new employees under a new contract with the ONSS to be issued by the School Board.
- 3.2 The annual review and determination of the ONSS contracted employees' indirect compensation shall be made in a timely manner and based on sound educational practices and market forces related to the recruitment and employment of qualified educational personnel.
- 3.3 The School Board shall revise the then-current employee contracts based on its annual review, at its sole discretion as it deems necessary, and prior to any

- renewal notification that may be required under the then-current employee contracts.
- 3.4 The School Board shall determine the terms and conditions that will be offered to contracted employees for indirect compensation that may create an exception to the then-current Personnel Policies and Procedures. Indirect compensation may include cash compensation and be available for both unused personal leave time and vacation time, consistent with the employee's contract.
- 3.5 The School Board shall adopt the annual employee contract(s), including the terms and conditions for indirect compensation, by motion at a properly convened meeting of the School Board.
- 3.6 Employees may be entitled to indirect compensation that includes paid personal time and/or vacation time. The availability of indirect compensation of accumulated, unused personal hours and/or vacation time will be provided under the terms of the employee's contract, consistent with this Standard Operating Procedure and the policy of the Oneida Nation, including the MOA. Any personal time hours over 200 hours that the individual has accumulated, or over 184 accumulated hours for individuals earning 12 days of personal leave under the contract, at the end of the term of the contract will not accrue to a new contract year, but can be paid as cash compensation after the end of a contract year and the employee's final contract payroll period, upon request. The cash compensation is calculated using the employee's earned pay rate. Failure to request the hours accumulated over 200 hours, or over 184 accumulated hours for individuals earning 12 days of personal leave under the contract, at the end of the current contract year will result in a loss of those hours for the cash compensation program.

If the employee has over 200 hours of personal leave and/or vacation time at the beginning of the new contract year, or over 184 accumulated hours for individuals earning 12 days of personal leave under the contract, the maximum the employee may be credited at the beginning of the next ONSS contract year will be 280 hours of personal leave and/or vacation time. The employee receives personal days of leave as indirect compensation available for use during the full term of the contract, but which are attributed to the employee at the beginning of the new contract year when they are "loaded" into the personnel management system.

3.6.1 Supervisors are responsible for monitoring employee vacation/personal time accruals, scheduling employees' working hours and approving or denying time off requests.

3.6.2 Employees are responsible for requesting time off utilizing personal, vacation, and/or donated hours, and shall comply with the procedures established by the ONSS Administration for documentation of the use of personal leave and vacation time, including approval.

3.6.3 Indirect cash compensation for unused personal leave and/or vacation time shall not be provided to an ONSS contracted employee if it is inconsistent with the then-current ONSS Employee Contract.

3.6.4 The employee is responsible annually for requesting the hours accumulated over any maximum number of hours allowed to accrue under the then-current Employee Contract.

3.6.4.1 The School Board's Chair, or in his/her absence, the Vice-Chair, shall approve or decline to approve a request by the Superintendent or Administrators.

3.6.4.2 The immediate supervisor of all other employees shall approve or decline to approve a request by the employee.

3.7 Consistent with the MOA, the Personnel Policies and Procedures shall be revised to accommodate the decisions made by the Oneida Nation School Board related to personnel, including personnel contracts regarding indirect compensation of unused personal leave and vacation time.

3.7.1 The Human Resource Department shall process ONSS Contracted Employees' requests for unused personal leave and vacation time consistent with the then-current terms and conditions of the ONSS employee contracts.

#### 4. REFERENCES

- 4.1 Memorandum of Agreement between the Oneida Business Committee and the Oneida Nation School Board, March 21, 1988
- 4.2 GTC Resolution 05-23-11-B, Amendments to the Personnel Policies and Procedures on Trade Back for Cash of Personal and Vacation Time
- 4.3 Oneida Tribe of Wisconsin, Personnel Policies and Procedures
- 4.4 Oneida Tribe of Wisconsin, Standard Operating Procedure, Quarterly Trade Back for Cash Tribal Work Standards (October 11, 2011)
- 4.4 ONSS Employee Contracts

Post Office Box 365

Phone: 869-2214

Oneida, WI 54155



bringing several  
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 na-  
tion the United States was  
made possible

ONEIDA TRIBAL SCHOOL  
MEMORANDUM OF AGREEMENT

WHEREAS, the Oneida General tribal Council, on January 8, 1983, by Resolution, directed that an agreement be reached between the Oneida Business Committee and the Oneida Tribal School Board regarding the autonomous administration of the Oneida Tribal School which would provide for full involvement of the Oneida Tribal School Board in all personnel matters related to all personnel employed in the operation of the Oneida Tribal School, and

WHEREAS, the Oneida General Tribal Council further directed that said Memorandum of Agreement be made consistent with existing policies and procedures of the Oneida Tribe as set forth in the Oneida Tribal Management System that accounting, purchasing, budgeting and budget planning of the Oneida Tribal School be consistent with approved policies and procedures of the Oneida Tribal Accounting Office, and

WHEREAS, the Oneida Tribal School Board is an elected body of the Oneida General Tribal Council, any cause against them individually or as a body should be consistent with the Oneida Removal Ordinance, and

WHEREAS, contracts with the federal or state governments on behalf of the Oneida Tribal School require endorsement and approval of the Oneida Business Committee and therefore cooperation and close communications should exist between the Oneida Tribal School Administration, Oneida Business Committee and Tribal School Board.

NOW THEREFORE BE IT RESOLVED, that the following terms and conditions meet the criteria set forth by the Oneida General Tribal Council for the MEMORANDUM OF AGREEMENT above described;

ONEIDA TRIBAL SCHOOL  
MEMORANDUM OF AGREEMENT

Page 2

This MEMORANDUM OF AGREEMENT is entered into this 21 day of March, 1988, between the Oneida Business Committee, hereafter referred to as the COMMITTEE, and the Oneida Tribal School Board, hereafter referred to as the BOARD, agree to abide, respect and follow the following provisions:

1. That all hiring, evaluations, promotions, suspensions/dismissals of all personnel employed in the operation of the Oneida Tribal School is to be performed by the BOARD: that hiring, promotions, suspensions/dismissals shall be conducted pursuant to the Oneida Tribal Management System wherein three (3) member of the BOARD and one (1) Tribal School Administrator, shall sit with one (1) member of the Oneida Tribal Personnel Selection Committee and the EEO Officer, that evaluations of instructional personnel shall be performed, based upon sound educational administration recognizing the contractual and school year provisions for teaching personnel, and that the COMMITTEE shall revise the Oneida Tribal Management System appropriately to accommodate the above.
  - A. Where the Oneida Tribal Management System refers to Personnel Administrator it shall be revised by the COMMITTEE to provide for Consultation with the Tribal School Administrator and Chairman of the BOARD.
2. Grievances of employees of the Oneida Tribal School are to be processed by two (2) members of the Oneida Personnel Selection Committee, three (3) BOARD members and the EEO Officer as per grievance procedures outlined in the Oneida Tribal Management System.
3. All contracts, grants and proposals related to the operation or planning of the Oneida Tribal School shall be first reviewed and endorsed by the BOARD. Such review and endorsement shall be presented in writing to the COMMITTEE at times consistent with existing Oneida Tribal Policies and Procedures. The recommendations of the BOARD shall be followed by the COMMITTEE, unless good cause to the contrary is shown, provided that such proposed contracts, grants and proposals are consistent with Oneida Tribal School funding cycles.

ONEIDA TRIBAL SCHOOL  
MEMORANDUM OF AGREEMENT

Page 3

- A. Disputes between the COMMITTEE and the BOARD under this provision shall be negotiated by the parties.
  - B. If the matter cannot be resolved, the matter shall be reported at the next meeting of the Oneida General tribal Council or special meeting called therefore.
4. The BOARD shall submit all minutes of all meetings in writing to the COMMITTEE.
- A. Long and short range planning of the Oneida Tribal School shall be coordinated with the COMMITTEE.
  - B. The BOARD shall make two (2) annual reports in writing to the Oneida General Tribal Council to be available to the Oneida General Tribal Council consistent with the annual reports of all other tribal departments and programs to the regular annual meeting of the Oneida General Tribal Council.
5. The MEMORANDUM OF AGREEMENT shall not be amended except by the Oneida General Tribal Council or at the express direction of the Oneida General Tribal Council and shall be effective upon ratification by the Oneida General Tribal Council.

C E R T I F I C A T I O N

I, the undersigned, as Secretary of the Oneida Business Committee, hereby, certify that the Oneida General Tribal Council in session with a quorum of 76 members present, at a meeting duly called, noticed, and held on the 21 day of March, 1988; that the foregoing resolution was duly adopted at such meeting by a unanimous vote of those present and that said resolution has not been rescinded or amended in any way.



Anelia Cornelius, Tribal Secretary  
Oneida Tribe of Indians of Wisconsin

# ONEIDA LAW OFFICE

*CONFIDENTIAL: ATTORNEY/CLIENT WORK PRODUCT*

TO: Debbie Reiter-Mehojah  
School Administration

*Use this number on future correspondence:*

**2021-0134**

FROM: Peggy A. Schneider, Staff Attorney

**Peggy A. Schneider**  
Digitally signed by Peggy A. Schneider  
Date: 2021.03.12 14:44:21 -06'00'

DATE: March 12, 2021

RE: Oneida Nation School Board-Superintendent  
Contract

*HRD Use*  
*god*  
**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:

March 12, 2021 Revised Contract – Review

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

February 23, 2021 Review

- ✓ Not in appropriate legal form.

This contract is not in the form approved by the Oneida Nation School Board at its February 19, 2021 meeting. Please submit for legal review the contract form approved at that meeting.

**ONEIDA NATION SCHOOL BOARD  
SUPERINTENDENT CONTRACT**

**IT IS HEREBY AGREED** by and between the Oneida Nation School Board (hereinafter designated as the "Board") and \_\_\_\_\_ (hereinafter designated as the "Superintendent"), that the Oneida Nation School System ("ONSS") does hereby employ the Superintendent in the position of Superintendent.

**I. CONTRACTUAL PERIOD**

This contract shall be for one year, beginning on July 1, 2021 and ending on June30, 2022. This contract, including and notwithstanding the procedures set forth herein, shall expire at the end of its term and shall not grant or create any contractual rights or other expectancy of continued employment beyond the term of this contract. The Board may renew this contract as provided in Section VI below. The Superintendent shall work twelve months during this contractual term.

The Superintendent will perform his/her duties, as described under Section II, below, during the duration of the contract year, as determined by the Board or its designee, and consistent with the terms and conditions of this contract, and the Oneida employment law, including personnel policies, and procedures (except as otherwise provided under this contract, School Board Standard Operating Procedures, and the policies and procedures adopted by the Board).

**II. RESPONSIBILITIES**

A. Credentials. This contract is contingent at all times upon the Superintendent obtaining and maintaining a valid Wisconsin certificate or license, as required in the Superintendent's job description. The Superintendent understands that he/she retains sole responsibility for maintaining the proper certification at all times and ensuring that the proper certification is on file with the Oneida Nation Human Resources Department at all times and that a current copy is provided to the Board.

The Superintendent agrees to participate in professional conferences, workshops, and in-service training for the purpose of improving and stimulating the Superintendent's professional growth. Participation will be in accordance with Board rules, policies, and requirements. Upon prior approval by the Board for participation in a specific, requested activity, the Board will assume the financial responsibility for costs related to the approved activity, such as tuition, books, fees, etc. A request for such financial support shall be submitted to the Board in writing. Reimbursement shall be provided for the cost of up to six semester credits every five years for tuition and related expenses, such as books and fees, for course credits when taken to fulfill the State of Wisconsin requirements for the renewal of the Superintendent's license. The Board reserves the right to deny any such request that fails to comply with the requirements for reimbursement.

In the event the Superintendent resigns from employment less than three (3) years after receiving reimbursement for an approved activity, the Superintendent agrees to repay the reimbursement amount according to the following terms:

1. If the Superintendent resigns during the approved activity or less than 12 months after receiving reimbursement, the Superintendent must repay 100% of the reimbursement amount.
2. If the Superintendent resigns more than 12 months but less than 24 months after receiving reimbursement, the Superintendent must repay 50% of the reimbursement amount.
3. If the Superintendent resigns more than 24 months but less than 36 months after receiving reimbursement, the Superintendent must repay 25% of the reimbursement amount.

B. Duties

1. Calendar. The Superintendent will perform all off-site duties as may be directed by the Board or its designee. The Superintendent is expected to be on-site and present during the work day unless engaged in off-site duties consistent with the job description and assignments as determined by the Board. Attendance is mandatory for all school and special events as assigned by the Board (e.g., Family Feast, Maple Syrup Dinner, Open House, Parent/Teacher Conferences, etc.).
2. Oneida Language. The Superintendent agrees to participate in weekly instruction in the Oneida Language (a minimum requirement of one (1) hour per week)/Oneida Certification program as outlined in the Board Policy.
3. Professional Service. The Superintendent agrees to perform at a professional level of competence the services, duties, and obligations required by the laws of the Oneida Nation, and the rules, regulations, and policies of the Board that are now existing or which may be hereinafter enacted by the Board. The Board or its designee will provide the Superintendent with a written job description of the Superintendent's services, duties, and obligations upon initial employment with the ONSS, or, subsequently, upon request by the Superintendent. The Superintendent's job description is hereby referenced and incorporated into this contract, and the duties described therein are requisite to the Superintendent's fulfillment of the contract. The Board agrees to furnish the Superintendent with a written copy of all of its rules, regulations, and policies now in effect or becoming effective during the term of this contract, upon request by the Superintendent.
4. Full-time Position. The Superintendent agrees to devote full time to the duties and responsibilities normally expected of the Superintendent's position during the term of this contract, and shall not engage in any pursuit which interferes with the proper discharge of such duties and responsibilities.

5. Conflict. In case of direct conflict between any rules, regulations, or policies of the Board or the Oneida Nation and any specific provision of this contract, the contract shall control.
- C. Conduct. At all times, during the performance of this contract the Superintendent shall strictly adhere to all the rules and regulations that now have been or may hereafter be established by the Board and the Oneida Nation (except as otherwise exempted by the Board) for the conduct of the employees. This includes compliance with the federal Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232(g), regarding the confidentiality of student information, and Ch. 3, Code of Ethics, of the Oneida Nation Code of Laws.

### III. COMPENSATION

- A. Salary. In consideration of the Superintendent's satisfactory performance of the above stated responsibilities, the Oneida Nation through the Board agrees to pay a salary of \$ \_\_\_\_\_ based on the designated term of this contract. The Oneida Nation School System salary for the Superintendent is based on the "Administrative Salary Scale," which was adopted by the Board in March 2016, and will be used to determine the individual Superintendent salary. Advancement on the salary scale adopted by the Board represents a salary increase for the Superintendent. The Superintendent is eligible to move vertically on the Administrative Salary Scale due to the attainment of additional graduate level credits or advanced degree, and also eligible to move horizontally on the Administrative Salary Scale due to a change related to years of service. However, the Superintendent is responsible for maintaining documentation related to years of service, and additional graduate level credits and/or degrees in his/her personnel file, where applicable.

The salary will be pro-rated and paid on a fifty-two (52) week basis. This salary shall be subject to applicable state and federal deductions.

The Board shall reserve the right to increase the Superintendent's salary during the 2021-2022 contract year, at its sole discretion, due to a change in financial conditions of the ONSS and/or the Oneida Nation provided that any salary increase shall be prorated at the time of the salary increase through the end of the term of this contract.

- B. Indirect Compensation.

1. Personal Time. The Superintendent is entitled to paid personal time consistent with the Oneida Personnel Policies and Procedures, except as specifically altered below and as required for the efficient operation of the School:

At the beginning of each contract year, the Superintendent shall be credited with 10 personal days of leave (i.e., 80 hours) for the contract year up to a 25 day (i.e., 200 hours) maximum of personal days of leave as carry-over from one contract year to the next, except that a Superintendent earning 12 days of personal leave during the immediate previous contract year shall continue to

be credited with 12 personal leave days (i.e., 96 hours) per contract year (in recognition of their longevity and service to the ONSS, provided that all other terms of this contract apply).

The availability of trade-back for cash of accumulated personal and/or vacation hours will be provided under the terms of this contract, consistent with the ONSS Standard Operating Procedure No. 8, ONSS Contracted Employee Indirect Compensation: Unused Personal Leave and Vacation Time, adopted by the Board and accepted by the Oneida Business Committee August 8, 2018.

If the Superintendent carries over 200 hours of personal leave into the new contract year, or over 184 accumulated hours for individuals earning 12 days of personal leave under the contract, the maximum the Superintendent may be credited at the beginning of this contract year will be 280 hours of personal leave. The Superintendent receives personal days of leave and vacation time as indirect compensation available for use during the full term of the contract, but which are attributed to the Superintendent at the beginning of the new contract year when they are "loaded" into the personnel management system.

Personal days and vacation time may be taken only after approval is obtained from the Superintendent's immediate supervisor, the Board or its designee. Use of available personal days will be approved for illness, emergencies, or unforeseen circumstances (as defined by the Oneida Personnel Policies and Procedures). The Superintendent is to contact his/her supervisor no later than 6:00 a.m. on the day of the absence. A maximum of five (5) days of personal time may be used for personal business that cannot be conducted after the regular school day. The Superintendent shall notify his/her supervisor and request the use of personal days for personal business at least one (1) week in advance of the requested leave.

The Board, or its designee, reserves the right to require written documentation to substantiate the reason for a request for an absence using personal time. A physician's or doctor's verification may be requested by the Superintendent's supervisor if the Superintendent requests the use of personal days due to illness for three or more days. The burden for justifying the need for personal time will be on the Superintendent.

In the event that the Superintendent fails to complete the contract period in its entirety, the Superintendent hereby acknowledges that he or she will be responsible to reimburse the Oneida Nation for any personal days that were used but unearned on the date of separation from employment.

Absences due to personal time may not be taken and will not be approved to extend holiday time before and after school breaks, as defined by the School calendar. The Superintendent must work the preceding and following scheduled school calendar days unless the Superintendent is on a pre-approved absence, other scheduled work time, or extended medical leave.

In addition to paid personal days, the Superintendent is eligible for leave, including funeral leave, consistent with the Oneida Personnel Policies and Procedures. Extended medical leave may be granted, by the Board or its designee, with a doctor's verification of the need for such leave.

2. Vacation Leave.
- |                       |                           |
|-----------------------|---------------------------|
| 0-3 years of service  | 12 days per contract term |
| 4-7 years of service  | 15 days per contract term |
| 8-14 years of service | 20 days per contract term |
| 15+ years of service  | 25 days per contract term |

The Superintendent is eligible for paid vacation time consistent with the above table, which may be taken when authorized in advance in writing by the Board or its designee. At no time shall the Superintendent accrue or accumulate vacation time from one contract year to the next. The Superintendent is eligible to trade back for cash unused vacation/personal time, consistent with the ONSS Standard Operating Procedure No. 8, ONSS Employee Indirect Compensation: Trade Back for Cash, as amended, in the same manner as described in Section B.1, above.

3. Health/Life/Retirement. The Superintendent may participate in the Oneida health life, and retirement plans, consistent with the eligibility requirements of the Oneida Personnel Policies and Procedures.
4. Ceremonial Activities. The Superintendent who participates in ceremonies that are not provided for in the school calendar will be required to use personal time to participate. However, if the Superintendent has no accrued personal time at the time the Superintendent desires to participate in a ceremony, the Superintendent may request a leave of absence without pay to participate in the ceremony.

#### IV. VEHICLE POLICY

The Superintendent agrees not to transport students in his/her personal vehicle for any purpose related to the operation of the school. If the Superintendent transports a student in his/her personal vehicle for any purpose related to the operation of the school and school activities, the Superintendent assumes total responsibility and agrees to hold harmless and indemnify the Board, School, and Oneida Nation against any damages or injury resulting from such transportation.

In the event it is necessary for the Superintendent to transport students, the Superintendent shall use a school vehicle designated for that purpose, and shall first comply with the Oneida Driver's Authorization Policy. The Superintendent acknowledges that he/she has a duty to comply with the Oneida Driver's Authorization Policy, if he/she drives for any purpose related to the operation of the school.

## V. EVALUATION

The Superintendent shall be formally evaluated a minimum of once during the school year by the Oneida Nation School Board or designee.

Evaluations will be performed by the Oneida Nation School Board or designee. A brief outline of items to be discussed will be presented to the Superintendent before the evaluation. Possible areas to be addressed during the evaluation include:

1. Examples of strengths:
2. Specific deficiencies or weaknesses, if any.
3. Professional assistance to be given, if any.
4. Recommendations for improving performance, if needed.
5. Review the Performance Expectations/Agreement, if any.

A written evaluation and conference summary will be presented to the Superintendent within ten (10) school days following the conference. This summary will be signed by both the evaluator and the Superintendent to verify that the Superintendent received the summary. The Superintendent may, within five (5) school days, request a second conference to clarify the written summary.

In the event that the Superintendent should be observed having "professional difficulties," (deficiencies observed in the performance of contractual duties), suggestions for improvement shall be offered in writing to guide the Superintendent toward the solution of this particular professional problem; however, the primary responsibility for improvement of deficiencies rests with the Superintendent.

In the event the Superintendent feels the evaluation is incomplete or unjust, he/she may note his/her objections in writing. These objections will be attached to the evaluation and placed in the Superintendent's personnel file.

If the outcome of an evaluation would result in a suggested course of action to correct serious professional difficulties, a follow-up evaluation shall be conducted. Such follow-up evaluation would note progress in or compliance in the areas in need of improvement. These evaluations will be instrumental in the decision to renew or terminate the Superintendent's contract, as well as negotiating the terms of subsequent contracts.

## VI. RENEWAL

Nothing in this section will affect the immediate termination of this contract provided for in Section II or VIII or IX.

Notice of Renewal. On or before March 15 of the current contract year, the Board or its designee shall determine whether to give the Superintendent a written Notice of Renewal. If the Board determines to give the Superintendent a contract for the next school year, it shall issue a Notice of Renewal no later than March 15 of the current contract year. The Notice of Renewal constitutes a notice of the Board's intent to offer the Superintendent a contract for

the next contract year. The notice of renewal may also contain changes in duties, salary, or other contractual provisions. The Superintendent must accept or reject the renewal in writing no later than April 30 of the current contract year. Rejection of the renewal terms and conditions will be deemed a termination from employment by the Superintendent, effective at the end of the current contract year (unless a personnel action by the Board suspends or terminates the employment prior to the end of the contract year). Acceptance of the renewal terms and conditions constitutes the Superintendent's acceptance of the contract between the parties. ONSS contracts must be reviewed and endorsed by the Board and such review and endorsement shall be presented in writing to the Oneida Business Committee. The recommendations of the Board shall be followed by the Business Committee, unless good cause to the contrary is shown, provided that such contracts are consistent with ONSS funding cycles. This review, endorsement, and presentation must be completed before the terms and conditions of the contract are final.

Notwithstanding a binding agreement between the parties, the parties may revise the terms and conditions of the contract during the term of this contract by mutual consent.

## **VII. GRIEVANCE PROCEDURE**

Disciplinary actions, including suspensions and dismissals, shall be taken consistent with the March 21, 1988, Memorandum of Agreement between the Board and the Oneida Business Committee (known as the MOA), and in accordance with the Board's Standard Operating Procedure (SOP), titled Oneida Nation School System MOA Disciplinary Panel.

If the Superintendent chooses to grieve his or her disciplinary action, the Superintendent must file an appeal in writing with the Executive/Administrative Assistant of the Board within ten (10) working days from the day the Superintendent receives the disciplinary action. The Superintendent shall state the reason(s) for the appeal. The MOA Appeal Panel will complete the grievance hearing and decision within 120 days upon receipt of the written appeal, consistent with the Oneida Nation's Administrative Procedure Act for original hearing bodies, unless the timeline is waived by both parties.

## **VIII. RESIGNATION**

In the event that the Superintendent resigns from his/her position prior to June 30 preceding the term of this contract no penalty will be assessed against the Superintendent for breach of contract. In the event that the Superintendent resigns between June 30 and August 1 preceding the start of the school year for this contract, the Superintendent will be assessed a fee of two hundred and fifty dollars (\$250.00) as the reasonable cost for posting and interviewing a replacement. In the event that the Superintendent resigns between August 1 and August 13 immediately preceding the start of the school year for the contract term, the Superintendent will be assessed a fee of five hundred dollars (\$500.00) as the reasonable cost for posting and interviewing a replacement.

In the event the Superintendent elects to voluntarily resign after the start of the contract year

and before the end of the term of this contract, the Superintendent must provide the Board a thirty (30) day notice of such resignation. Notice must be dated and submitted in writing to the Executive/Administrative Assistant of the Oneida Nation School System. The Superintendent will be assessed a fee of five hundred dollars (\$500.00) as the reasonable cost of posting and interviewing a replacement.

In the event the Superintendent resigns at any time during the contract period for the purpose of accepting a different position within the Oneida Nation, the Board may, at its sole discretion, prorate the assessed fee.

These amounts are determined to be reasonable liquidated damages which the parties, looking forward, reasonably anticipate will follow such a breach and the Board may, at its option, demand to recover from the Superintendent that amount as liquidated damages.

## IX. TERMINATION

In the event this contract is terminated under this section, the Board will pay the Superintendent all remuneration and benefits accrued and for which he/she is eligible under the terms of this contract, but unpaid during the period of employment immediately prior to such termination.

- A. Lack of funding. In the unlikely event that the Board is unsuccessful in its efforts to secure funding for this position, or the funds available for this position are eliminated, this contract shall automatically terminate thirty (30) calendar days subsequent to the date of a formal written notice sent by certified mail to the Superintendent. Notice of termination shall be issued by a duly authorized agent of the Board, and shall be delivered to the Superintendent via certified mail. During any such thirty (30) day interim period, each party to this contract agrees to faithfully perform their respective duties under this contract. School reorganization or lay off of the Superintendent due to reasons related to the availability of funding is consistent with this section of the contract.
- B. Mutual consent. Upon mutual written agreement by the Board and the Superintendent, this contract and the employment of the Superintendent may be terminated without penalty or prejudice against either the Board or the Superintendent.
- C. Breach of contract. In the event that the Superintendent violates any of the provisions of this contract, fails to perform the duties and responsibilities of the position, or performs any act or does anything by which the Board, School, or Oneida Nation may incur liability, then, at the option of the Board, this contract shall at once cease at the will of the Board without prior notice, and the Board, Oneida Nation, or School shall be under no obligation to the Superintendent, except to pay him/her for such services as may have been performed up to the date of the termination of this Agreement as herein provided. Notwithstanding the above, the Board or its designee reserves the right to discipline the Superintendent, including suspension without pay, in lieu of

termination.

- D. Illness or injury. In the event the Superintendent is unable to substantially perform his/her duties and responsibilities required of his/her position by reason of permanent illness or injury, then at the option of the Board this contract shall at once terminate.
- E. Voluntary breach. See Section VIII, Resignation, and the conditions for a voluntary resignation.

#### **X. TRANSFER**

The Board or its designee has the authority to transfer or reassign the Superintendent in the best interests of the ONSS, at its sole discretion. The Superintendent will be transferred or reassigned to specific positions by the Board or its designee. The Superintendent who has been transferred or reassigned will be notified of such transfer or reassignment immediately following such decision. Transfer is not a grievable action.

#### **XI. ASSIGNMENT/CHOICE OF LAW/SEVERABILITY**

This contract may not be assigned by either party for any reasons without prior written consent of all parties. The Superintendent agrees that any disputes under this contract and/or with the ONSS and Oneida Nation are subject to the jurisdiction of the Oneida Judiciary. If any article or part of this contract is held to be invalid by the Judiciary, or if compliance with or enforcement of any part should be restrained by the Judiciary, the remainder of the contract will not be affected thereby. The parties may voluntarily and mutually agree to mediation or binding arbitration in lieu of jurisdiction by the Judiciary, except that the parties may elect to use the Peacemaking services of the Judiciary.

#### **XII. TIME OF THE ESSENCE**

All dates and times referred to in this contract are "of the essence," and may only be waived expressly in writing by both parties.

#### **XIII. COVENANT**

THE PARTIES FULLY UNDERSTAND THAT THIS CONTRACT IS CONTINGENT UPON CONTINUED FUNDING.

I UNDERSTAND AND AGREE THAT IT IS MY RESPONSIBILITY TO TIMELY PROVIDE APPROPRIATE DOCUMENTATION TO THE BOARD REGARDING QUALIFICATIONS, LICENSURE, AND ALL OTHER MANDATORY ONEIDA NATION CERTIFICATIONS. FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL CONSTITUTE A BREACH OF THIS CONTRACT, AND MAY RESULT IN TERMINATION.

I HAVE READ AND HEREBY ACCEPT THIS CONTRACT SUBJECT TO THE PROVISIONS AND AGREEMENTS STATED ABOVE, AND UNDERSTAND THAT NO OTHER AGREEMENTS (ORAL OR WRITTEN) HAVE BINDING FORCE UPON EITHER PARTY TO THIS CONTRACT UNLESS PUT FORTH IN WRITING, SIGNED BY BOTH PARTIES, AND

ATTACHED TO THIS CONTRACT.

I UNDERSTAND THAT FAILURE TO RETURN THIS PROPERLY SIGNED CONTRACT TO THE OFFICE OF THE BOARD BY \_\_\_\_\_, SHALL BE DEEMED AN UNTIMELY ACCEPTANCE OF THIS OFFER OF EMPLOYMENT. THIS CONTRACT WILL THEN BE WITHOUT BINDING FORCE UPON EITHER PARTY. THE ONEIDA NATION SCHOOL BOARD RETAINS THE RIGHT, AT ITS SOLE DISCRETION, TO WAIVE TIMELY ACCEPTANCE REQUIREMENTS.

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
School Board Chair Person

\_\_\_\_\_  
Date

EMPLOYEE  
CONFLICT OF INTEREST DISCLOSURE FORM



I, \_\_\_\_\_, Employee No. \_\_\_\_\_, declare this to be a full and complete disclosure of any and all conflicts of interest with the Oneida Nation. I understand that a conflict of interest, as defined in Title 2, Employment – Chapter 217-Conflict of Interest, means any interest, real or apparent, whether it be personal, financial, political, or otherwise, held by an elected official, officer, political appointee, employee, consultant, or appointed or elected member, or their immediate family members, friends or associates, or any other person with whom they have contact, that conflicts with any right of the Nation to property, information, or any other right to own and operate activities free from undisclosed competition or other violation of such rights of the Nation. In addition, conflict of interest also means any financial or familial interest an elected official, officer, political appointee, employee, consultant, or appointed or elected member or their immediate family members may have in any transaction between the Nation and an outside party.

I affirm to the best of my knowledge and belief that:

1. I am not presently involved in nor a party to any legal actions against the Oneida Nation;
2. based upon any prior contacts with the Oneida Nation, if any, I do not contemplate initiating any legal actions against the Oneida Nation;
3. I am not presently involved in any activity or have outside interests that conflicts or suggest a potential conflict with the best interest of the Oneida Nation;
4. I am not involved in nor own any business or personal investments which are related to or connected with the Oneida Nation, its programs, departments, or enterprises in which I will be working with;
5. I do not hold any positions of director or officer in any public or private groups, firms, organizations, or other entities which are substantially or wholly owned by the Oneida Nation;
6. I do not sit on any boards, commissions or committees of the Oneida Nation;
7. To the best of my knowledge, no other members of my family, associates, friends, or any other persons with whom I have close contact with has any conflict with any right of the Oneida Nation to property, information, or any other right to own and operate its enterprise, program, or trade free from undisclosed competitions or other violations of such rights of the Oneida Nation;
8. I am not applying for, nor am I the recipient of any special services, grants, loans, or other gifts or compensation from any person or entity that contracts with or otherwise works for the Oneida Nation, and I have no other contracts currently open with the Oneida Nation;
9. I disclose and list below any exceptions to No. 1 through 8 above as follows:

(If NONE please check )

(Attach additional pages, if necessary)

During my employment/contract period, I agree to promptly report any situation that might involve or appear to involve me in any conflict or suggestion of a conflict of interest with the Oneida Nation. If such a conflict arises during the employment period, I shall immediately advise the Oneida Nation and the Oneida Nation may, at its sole discretion, immediately terminate employment. Further, I agree that failure to report any conflict shall be cause to terminate my employment.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Enter the e-poll results into the record regarding the authorization for the Chairman to sign the National...

## Business Committee Agenda Request

1. Meeting Date Requested: 4/21/21

2. General Information:

Session:  Open  Executive – must qualify under §107.4-1.  
Justification: *Choose reason for Executive.*

3. Supporting Documents:

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Bylaws                            | <input type="checkbox"/> Fiscal Impact Statement | <input type="checkbox"/> Presentation           |
| <input type="checkbox"/> Contract Document(s)              | <input type="checkbox"/> Law                     | <input type="checkbox"/> Report                 |
| <input type="checkbox"/> Correspondence                    | <input type="checkbox"/> Legal Review            | <input type="checkbox"/> Resolution             |
| <input type="checkbox"/> Draft GTC Notice                  | <input type="checkbox"/> Minutes                 | <input type="checkbox"/> Rule (adoption packet) |
| <input type="checkbox"/> Draft GTC Packet                  | <input type="checkbox"/> MOU/MOA                 | <input type="checkbox"/> Statement of Effect    |
| <input checked="" type="checkbox"/> E-poll results/back-up | <input type="checkbox"/> Petition                | <input type="checkbox"/> Travel Documents       |
| <input type="checkbox"/> Other: <i>Describe</i>            |  |   |

4. Budget Information:

- |  |  |                                     |
|--|--|-------------------------------------|
| <input type="checkbox"/> Budgeted                  | <input type="checkbox"/> Budgeted – Grant Funded | <input type="checkbox"/> Unbudgeted |
| <input checked="" type="checkbox"/> Not Applicable | <input type="checkbox"/> Other: <i>Describe</i>  |                                     |

5. Submission:

Authorized Sponsor: Lisa Liggins, Secretary

Primary Requestor: \_\_\_\_\_

Additional Requestor: (Name, Title/Entity)

Additional Requestor: (Name, Title/Entity)

Submitted By: CWILSON1

**From:** [TribalSecretary](#)  
**To:** [Brandon L. Yellowbird-Stevens](#); [Cristina S. Danforth](#); [Daniel P. Guzman](#); [David P. Jordan](#); [Ethel M. Summers](#); [Jennifer A. Webster](#); [Kirby W. Metoxen](#); [Lisa A. Liggins](#); [Tehassi Tasi Hill](#); [BC Agenda Requests](#)  
**Cc:** [TribalSecretary](#); [Danelle A. Wilson](#); [Rhiannon R. Metoxen](#); [Kristal E. Hill](#)  
**Subject:** E-POLL RESULTS: Authorize the Chairman to sign the National Native American Boarding School Healing Coalition letter to the Catholic Church  
**Date:** Monday, April 12, 2021 3:03:30 PM  
**Attachments:** [BCAR Authorize the Chairman to sign the National Native American Boarding School Healing Coalition letter to the Catholic Church.pdf](#)  
**Importance:** High

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## E-POLL RESULTS

The e-poll to authorize the Chairman to sign the National Native American Boarding School Healing Coalition letter to the Catholic Church, **has been carried**. As of the deadline, below are the results:

Support: Daniel Guzman King, David P. Jordan, Lisa Liggins, Kirby Metoxen, Brandon Stevens, Marie Summers, Jennifer Webster

Yaw^ko,

Chad Wilson,  
Senior Information Management Specialist  
Business Committee Support Office  
920.869.4478

P.O. Box 365  
Oneida, WI 54155-0365  
oneida-nsn.gov

“The best way to predict the future is to create it.” – Abraham Lincoln  
"In every deliberation, we must consider the impact on the seventh generation..." –  
Haudenosaunee Great Law



A good mind. A good heart. A strong fire.

CONFIDENTIALITY NOTICE: This message and any included attachments are intended only for the addressee. This message may contain privileged, confidential, or proprietary information. Unauthorized forwarding, printing, copying, distribution, or use of such information is strictly

prohibited and may be unlawful. If you have received this message in error, please inform us promptly by reply e-mail, then delete the e-mail and destroy any printed copy.

---

**From:** TribalSecretary <TribalSecretary@oneidanation.org>

**Sent:** Thursday, April 8, 2021 9:18 PM

**To:** Brandon L. Yellowbird-Stevens <bstevens@oneidanation.org>; Cristina S. Danforth <cdanfor4@oneidanation.org>; Daniel P. Guzman <dguzman@oneidanation.org>; David P. Jordan <djordan1@oneidanation.org>; Ethel M. Summers <esummer1@oneidanation.org>; Jennifer A. Webster <JWEBSTE1@oneidanation.org>; Kirby W. Metoxen <KMETOX@oneidanation.org>; Lisa A. Liggins <lliggins@oneidanation.org>; Tehassi Tasi Hill <thill7@oneidanation.org>

**Cc:** TribalSecretary <TribalSecretary@oneidanation.org>; Danelle A. Wilson <dwilson1@oneidanation.org>; Rhiannon R. Metoxen <rmetoxe2@oneidanation.org>; Kristal E. Hill <khill@oneidanation.org>

**Subject:** E-POLL REQUEST: Authorize the Chairman to sign the National Native American Boarding School Healing Coalition letter to the Catholic Church

**Importance:** High

## **E-POLL REQUEST**

### **Summary:**

The National Native American Boarding School Healing Coalition (NABS) is currently working on uncovering the truth about Indian boarding schools and are facilitating healing by creating resources and spaces for survivor and descendant stories to shared, and advocating for transformative justice and acknowledgment of the United States policy.

NABS reached out to Oneida Nation's support as they coordinate a unified effort by Tribal Nations demanding that these religious institutions become actively involved in the board school healing process.

Along with the other 573 Tribal Nation, they are asking that Oneida Nation join this effort and show support by adding a signature to letters being sent to the leaders of religious institutions which played a significant role during the Indian Boarding School era.

**Justification for E-Poll: The deadline to submit the letter of support is April 20th. The deadline to submit for the next BC meeting has already passed..**

### **Requested Action:**

**Authorize the Chairman to sign the National Native American Boarding School Healing Coalition letter to the Catholic Church**

### **Deadline for response:**

**Responses are due no later than 4:30 p.m., FRIDAY, April 9, 2021.**

### **Voting:**

1. Use the voting button above, if available; OR
2. Reply with "Support" or "Oppose".

Lisa Liggins  
Secretary  
Business Committee



A good mind. A good heart. A strong fire.

P.O. Box 365  
Oneida, WI 54155-0365  
[oneida-nsn.gov](http://oneida-nsn.gov)

Insert signature

### Oneida Business Committee Agenda Request

1. Meeting Date Requested:        /    /   

**2. General Information:**

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

Agenda Header:

Accept as Information only

Action - please describe:

Authorize the Chairman to sign the National Native American Boarding School Healing Coalition letter to the Catholic Church

**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/Submitter: Danelle Wilson, Executive 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:

The National Native American Boarding School Healing Coalition (NABS) is currently working on uncovering the truth about Indian boarding schools and are facilitating healing by creating resources and spaces for survivor and descendant stories to be shared, and advocating for transformative justice and acknowledgment of the United States policy.

NABS reached out to Oneida Nation's support as they coordinate a unified effort by Tribal Nations demanding that these religious institutions become actively involved in the boarding school healing process.

Along with the other 573 Tribal Nations, they are asking that Oneida Nation join this effort and show support by adding a signature to letters being sent to the leaders of religious institutions which played a significant role during the Indian Boarding School era.

Requested Action: Authorize the Chairman to sign the National Native American Boarding School Healing Coalition letter to the Catholic Church

- 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](mailto:BC_Agenda_Requests@oneidanation.org)



## The National Native American Boarding School Healing Coalition

BC

March 26, 2021

272

Chairman Tehassi Hill  
Oneida Nation  
PO Box 365  
Oneida, WI 54155-0365

Dear Chairman Hill,

Greetings! I am writing to you from the Indigenous homelands of the Dakota, Anishinaabe, and Ho-Chunk peoples, where the offices of the National Native American Boarding School Healing Coalition (NABS) are located. Since our founding as a 501(c)3 in 2012 under the laws of the Navajo Nation, NABS has been committed to its mission to lead in the pursuit of understanding and addressing the ongoing trauma created by the U.S. Indian Boarding School Policy. Our work is focused on uncovering the truth about Indian boarding schools through research and education, facilitating healing by creating resources and spaces for survivor and descendant stories to be shared, and advocating for transformative justice and acknowledgement of the United States policy.

We are grateful to those of you--and the Tribal Nations--who have already been journeying with us on this path. Many of you have offered your support to this important truth and healing work by becoming coalition members, sponsoring our annual Boarding School Healing Conference, awarding grants that support our programs, and passing resolutions stating your support of NABS and the request to the U.S. Congress to begin investigating the effects that the Indian Boarding School Policy had on our survivors and communities.

Having support from Tribal Leaders and Tribal Nations is invaluable, and we are hoping for your support once again as we send letters to the leaders of each religious institution that played a significant role during the Indian Boarding School Era. Our goal is to coordinate a unified effort by Tribal Nations demanding that these religious institutions become actively involved in the boarding school healing process.

**Along with the other 573 Tribal Nations, we are asking you and/or your Nation to join this effort and show your support by adding your signature to these letters.**

The list of religious institutions currently includes the Catholic Church, the Presbyterian Church, the Episcopal Church, the Religious Society of Friends (Quakers), the United Methodist Church, and ten additional protestant denominations.

The most prominent letter will be to his Holiness, Pope Francis, which will also be the primary letter released to the media. We know that the Catholic Church was responsible for establishing at least 80 Indian boarding schools in the United States. We believe this letter in particular will help drive media attention to this issue to broaden awareness about Indian boarding schools and build grassroots support amongst churches, their congregations, and non-Native populations in general.

We make three requests to each religious institution:

1. Providing access to all records and documents pertaining to Indian Boarding schools run by the Catholic Church in order to establish an official and accurate accounting of this history.
2. Assisting in the repatriation of the remains of the thousands of Native children who, rather than being allowed to return home even in death, are instead still buried in Indian boarding school cemeteries across the country. Help them return to their people and homelands so they can finally rest in peace.
3. Joining the Boarding School Healing Coalition as a sign of the Catholic Church's commitment to acknowledging the truth, taking responsibility for the Church's actions, and constructively engaging in a process of healing.

We have attached a PDF version of the letter that will be sent to the Pope and we will provide you with drafts of the remaining denominational letters for your review at a later date.

**So that we can include you and your Nation as signatories on the public letters, please respond by signing the attached letter and returning it as a pdf to [cmccleave@nabshc.org](mailto:cmccleave@nabshc.org) by April 20th.**

Please include your contact information so that we may follow up with you should it be necessary. We also welcome any thoughts or ideas you may have and would love your help with continuing to raise awareness about this issue.

We have also attached a copy of our Healing Voices publication, an educational resource that provides background on Indian boarding schools and includes several poignant stories of survivors. We hope that you will take a moment to visit our website at [www.boardingschoolhealing.org](http://www.boardingschoolhealing.org) to learn more about our work and, in addition to signing the attached letter, consider becoming a member of the coalition.

I look forward to the opportunity to talk with you and answer any questions you might have. I can be reached at [cmccleave@nabshc.org](mailto:cmccleave@nabshc.org) or on my cell at 612-810-1283.

Miigwich (thank you) for your consideration in joining this important work for boarding school truth, healing, and justice.

Sincerely,



Christine Diindiisi McCleave  
(Turtle Mountain Anishinaabe)  
Chief Executive Officer



## **The National Native American Boarding School Healing Coalition**

Your Holiness, Pope Francis,

Greetings from the Indigenous homelands of the Dakota, Anishinaabe, and Ho-Chunk peoples. Recently, the world learned of the formation of the Descendants Truth & Reconciliation Foundation by the Jesuit conference of priests and their commitment to reparations in the form of \$100 million. We applaud this pledge made by the Jesuits to atone for the role they played in the enslavement of Black people in the United States.

It has been over 200 years since the Catholic Church commenced its collaboration with the United States federal government to establish a network of Indian boarding schools, stripping Native children of their Indigenous identities and lifeways, and forcing European Christian values upon them. For more than a decade the National Native American Boarding School Healing Coalition (NABS) has been working to understand and address the ongoing trauma created by the Indian Boarding School Policy. It is time for the Catholic Church to formally recognize this history, take responsibility for its actions, and help Native communities and families heal.

As you know, the Catholic Church was not only complicit, but instrumental in helping the U.S. government develop and implement this system of forced assimilation which violated the human rights of hundreds of thousands of Native Americans. Federal legislation in the 1800s empowered and funded Christian missionaries and Church leaders with the resources to build and maintain the Indian boarding schools. The Church may have taken on this role with the best of intentions, but the facts are clear; assimilative Indian boarding schools were a network of internment camps which forcibly separated children--some as young as three years old--from their families to eradicate Indigenous cultures.

We know that at least 80 of these schools were run by the Catholic Church. Generations of Native American families and communities have been destroyed by this centuries-long campaign led by the Catholic Church and other religious institutions. Thousands of children died while in the "care" of the Indian boarding schools, and many more were subject to physical, emotional, and sexual abuse. They were punished for speaking their Native language, banned from engaging in cultural practices, and stripped of traditional clothes, hair, and personal belongings. The effects of these and countless other human rights violations still linger in our communities to this day.

It is difficult to contemplate the staggering impact that the Church has had on Native communities through its participation in the Indian boarding school system. The effectiveness of these schools in the breaking of familial structures, loss of language, and erosion of culture has resulted in the widespread destruction of Native American communities. Students who experienced Indian boarding schools, as well as their children, grandchildren, and even great-grandchildren, have all suffered due to the partnership between the government and the Church to brutalize Indigenous people. Let us also always remember the thousands of children who never made it home from the schools; who either died at or disappeared from these places, usually without notification or explanation to their families or tribal nations. The United States and the Catholic Church have never accounted for these children's lives.

To have healing, we must first reveal and acknowledge the truth. We are currently working with several parishes and orders who have joined the coalition and the efforts to support boarding school healing, but more needs to be done. We are asking for the Catholic Church as a whole to recognize and account for the role it played in this system and to immediately help our community continue to heal by:

1. Providing access to all records and documents pertaining to Indian Boarding schools run by the Catholic Church in order to establish an official and accurate accounting of this history.
2. Assisting in the repatriation of the remains of the thousands of Native children who, rather than being allowed to return home even in death, are instead still buried in Indian boarding school cemeteries across the country. Help them return to their people and homelands so they can finally rest in peace.
3. Joining the Boarding School Healing Coalition as a sign of the Catholic Church's commitment to acknowledging the truth, taking responsibility for the Church's actions, and constructively engaging in a process of healing.

Our coalition is made up of boarding school survivors and their descendants, tribal leadership, philanthropic institutions, advocacy organizations, and other Native and non-Native allies who are already committed to working for truth, healing, and justice.

As you so beautifully stated, "God shows his love, not with great speeches, but with simple, tender acts of charity." We are reaching out in the hopes that your actions will speak as loud as your words.

Respectfully,

[Signed:] 

[Date:] March 26, 2021

Name: Christine Diindiisi McCleave (Turtle Mountain Anishinaabe)

Title: Chief Executive Officer

Tribal Nation / Organization: The National Native American Boarding School Healing Coalition

[Signed:]

[Date:]

Name:

Title:

Tribal Nation / Organization:

Enter the e-poll results into the record regarding the approval to transfer of the GM level of sign-off to...

## Business Committee Agenda Request

1. Meeting Date Requested: 04/28/21

2. General Information:

Session:  Open  Executive – must qualify under §107.4-1.  
Justification: *Choose reason for Executive.*

3. Supporting Documents:

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Bylaws                            | <input type="checkbox"/> Fiscal Impact Statement | <input type="checkbox"/> Presentation           |
| <input type="checkbox"/> Contract Document(s)              | <input type="checkbox"/> Law                     | <input type="checkbox"/> Report                 |
| <input type="checkbox"/> Correspondence                    | <input type="checkbox"/> Legal Review            | <input type="checkbox"/> Resolution             |
| <input type="checkbox"/> Draft GTC Notice                  | <input type="checkbox"/> Minutes                 | <input type="checkbox"/> Rule (adoption packet) |
| <input type="checkbox"/> Draft GTC Packet                  | <input type="checkbox"/> MOU/MOA                 | <input type="checkbox"/> Statement of Effect    |
| <input checked="" type="checkbox"/> E-poll results/back-up | <input type="checkbox"/> Petition                | <input type="checkbox"/> Travel Documents       |
| <input type="checkbox"/> Other: <i>Describe</i>            |  |   |

4. Budget Information:

- |  |  |                                     |
|--|--|-------------------------------------|
| <input type="checkbox"/> Budgeted                  | <input type="checkbox"/> Budgeted – Grant Funded | <input type="checkbox"/> Unbudgeted |
| <input checked="" type="checkbox"/> Not Applicable | <input type="checkbox"/> Other: <i>Describe</i>  |                                     |

5. Submission:

Authorized Sponsor: Lisa Liggins, Secretary

Primary Requestor: \_\_\_\_\_

Additional Requestor: (Name, Title/Entity)

Additional Requestor: (Name, Title/Entity)

Submitted By: CWILSON1

**From:** [TribalSecretary](#)  
**To:** [Brandon L. Yellowbird-Stevens](#); [Cristina S. Danforth](#); [Daniel P. Guzman](#); [David P. Jordan](#); [Ethel M. Summers](#); [Jennifer A. Webster](#); [Kirby W. Metoxen](#); [Lisa A. Liggins](#); [Tehassi Tasi Hill](#); [BC Agenda Requests](#)  
**Cc:** [TribalSecretary](#); [Danelle A. Wilson](#); [Rhiannon R. Metoxen](#); [Kristal E. Hill](#)  
**Subject:** E-POLL RESULTS: Approve transferring the GM level of sign-off to Secretary, as primary, and to Chair or Vice-Chair, as back-up  
**Date:** Monday, April 12, 2021 5:03:27 PM  
**Attachments:** [BCAR Approve transferring the GM level of sign-off to Secretary as primary and to Chair or Vice-Chair as back-up.pdf](#)  
**Importance:** High

---

## E-POLL RESULTS

The e-poll to approve transferring the General Manager level of sign-off responsibilities to the Secretary as the primary authority and to the Chair or the Vice-Chair as back-up in the absence of the Secretary, **has carried**. As of the deadline, below are the results:

Support: Daniel Guzman-King, David P. Jordan, Lisa Liggins, Kirby Metoxen, Brandon Stevens, Marie Summers, Jennifer Webster

Yaw^ko,

Chad Wilson,  
Senior Information Management Specialist  
Business Committee Support Office  
920.869.4478

P.O. Box 365  
Oneida, WI 54155-0365  
oneida-nsn.gov

“The best way to predict the future is to create it.” – Abraham Lincoln  
"In every deliberation, we must consider the impact on the seventh generation..." –  
Haudenosaunee Great Law



A good mind. A good heart. A strong fire.

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**From:** TribalSecretary <TribalSecretary@oneidanation.org>

**Sent:** Friday, April 9, 2021 1:59 PM

**To:** TribalSecretary <TribalSecretary@oneidanation.org>; Brandon L. Yellowbird-Stevens <bstevens@oneidanation.org>; Cristina S. Danforth <cdanfor4@oneidanation.org>; Daniel P. Guzman <dguzman@oneidanation.org>; David P. Jordan <djordan1@oneidanation.org>; Ethel M. Summers <esummer1@oneidanation.org>; Jennifer A. Webster <JWEBSTE1@oneidanation.org>; Kirby W. Metoxen <KMETOX@oneidanation.org>; Lisa A. Liggins <lliggins@oneidanation.org>; Tehassi Tasi Hill <thill7@oneidanation.org>

**Cc:** Danelle A. Wilson <dwilson1@oneidanation.org>; Kristal E. Hill <khill@oneidanation.org>; Rhiannon R. Metoxen <rmetoxe2@oneidanation.org>

**Subject:** E-POLL REQUEST: Approve transferring the GM level of sign-off to Secretary, as primary, and to Chair or Vice-Chair, as back-up

**Importance:** High

## **E-POLL REQUEST**

### **Summary:**

This matter was discussed yesterday at the special Business Committee meeting but no consensus decision was made. Today, following our Strategic Planning session, the Secretary brought this issue again to clarify how General Manager sign-off approval would be accomplished. After consulting with the Chief Financial Officer, it was the decision of all Oneida Business Committee members present that a two-tiered sign-off would need to be maintained. It was determined that the Secretary would be the primary sign-off authority for those actions requiring General Manager approval in the purchasing process. If the Secretary is unavailable, then the Chair or the Vice-Chair would approve those purchases. This would avoid the Treasurer from having to perform two-levels of sign-off on the same activity.

**Justification for E-Poll: Today is the GM's last day of employment.**

### **Requested Action:**

**Approve transferring the General Manager level of sign-off responsibilities to the Secretary as the primary authority and to the Chair or the Vice-Chair as back-up in the absence of the Secretary**

### **Deadline for response:**

**Responses are due no later than 4:30 p.m., MONDAY, April 12, 2021.**

### **Voting:**

1. Use the voting button above, if available; OR
2. Reply with "Support" or "Oppose".

Lisa Liggins  
Secretary  
Business Committee



A good mind. A good heart. A strong fire.

P.O. Box 365  
Oneida, WI 54155-0365  
[oneida-nsn.gov](http://oneida-nsn.gov)

### Oneida Business Committee Agenda Request

1. Meeting Date Requested: 04 / \_\_\_ / 21

#### 2. General Information:

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

Agenda Header:

Accept as Information only

Action - please describe:

1. Approval e-poll request.  
2. Motion to approve transferring the General Manager level of sign-off responsibilities to the Secretary as the primary authority and to the Chair or the Vice-Chair as back-up in the absence of the Secretary.

#### 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/Submitter: \_\_\_\_\_  
Your Name, Title / Dept. or Tribal Member

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.



Oneida Nation  
Oneida Business Committee  
PO Box 365 • Oneida, WI 54155-0365  
[oneida-nsn.gov](http://oneida-nsn.gov)



## MEMORANDUM

TO: Oneida Business Committee

FROM: Lisa Liggins, Secretary 

DATE: April 9, 2021

RE: Temporary Transfer of General Manager Sign-Off Authority

---

The General Manager position becomes vacant at the conclusion of the workday today. Between the time when the vacancy exists and the new hire is brought on board and brought up to speed, there are ongoing expenses arising from former direct reports to the General Manager position that will need approval.

This matter was discussed yesterday at the special Business Committee meeting but no consensus decision was made. Today, following our Strategic Planning session, I brought this issue again to clarify how General Manager sign-off approval would be accomplished. After consulting with the Chief Financial Officer, it was the decision of all Oneida Business Committee members present that a two-tiered sign-off would need to be maintained. It was determined that the Secretary would be the primary sign-off authority for those actions requiring General Manager approval in the purchasing process. If the Secretary is unavailable, then the Chair or the Vice-Chair would approve those purchases. This would avoid the Treasurer from having to perform two-levels of sign-off on the same activity.

This action should be put in place as soon as possible to avoid any delays in operations. I am requesting adoption of this directive and forwarding it to the Chief Financial Officer to implement as soon as possible.

**Requested Act: Motion to approve transferring the General Manager level of sign-off responsibilities to the Secretary as the primary authority and to the Chair or the Vice-Chair as back-up in the absence of the Secretary.**

Enter e-poll results into the record regarding the approval of nomination and letter for Councilman Daniel.

## Business Committee Agenda Request

1. Meeting Date Requested: 04/21/21

2. General Information:

Session:  Open  Executive – must qualify under §107.4-1.

Justification: *Choose reason for Executive.*

3. Supporting Documents:

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Bylaws                            | <input type="checkbox"/> Fiscal Impact Statement | <input type="checkbox"/> Presentation           |
| <input type="checkbox"/> Contract Document(s)              | <input type="checkbox"/> Law                     | <input type="checkbox"/> Report                 |
| <input type="checkbox"/> Correspondence                    | <input type="checkbox"/> Legal Review            | <input type="checkbox"/> Resolution             |
| <input type="checkbox"/> Draft GTC Notice                  | <input type="checkbox"/> Minutes                 | <input type="checkbox"/> Rule (adoption packet) |
| <input type="checkbox"/> Draft GTC Packet                  | <input type="checkbox"/> MOU/MOA                 | <input type="checkbox"/> Statement of Effect    |
| <input checked="" type="checkbox"/> E-poll results/back-up | <input type="checkbox"/> Petition                | <input type="checkbox"/> Travel Documents       |
| <input type="checkbox"/> Other: <i>Describe</i>            |  |   |

4. Budget Information:

- |  |  |                                     |
|--|--|-------------------------------------|
| <input type="checkbox"/> Budgeted                  | <input type="checkbox"/> Budgeted – Grant Funded | <input type="checkbox"/> Unbudgeted |
| <input checked="" type="checkbox"/> Not Applicable | <input type="checkbox"/> Other: <i>Describe</i>  |                                     |

5. Submission:

Authorized Sponsor: Lisa Liggins, Secretary

Primary Requestor: \_\_\_\_\_

Additional Requestor: (Name, Title/Entity)

Additional Requestor: (Name, Title/Entity)

Submitted By: CWILSON1

**From:** [TribalSecretary](#)  
**To:** [Cristina S. Danforth](#); [Daniel P. Guzman](#); [Tehassi Tasi Hill](#); [David P. Jordan](#); [Lisa A. Liggins](#); [Kirby W. Metoxen](#); [Brandon L. Yellowbird-Stevens](#); [Ethel M. Summers](#); [Jennifer A. Webster](#); [BC Agenda Requests](#)  
**Cc:** [TribalSecretary](#); [Danelle A. Wilson](#); [Rhiannon R. Metoxen](#); [Kristal E. Hill](#); [Melinda J. Danforth](#)  
**Subject:** E-POLL RESULTS: Approve the nomination and nomination letter for Councilman Daniel Guzman to serve on the U.S. Environmental Protection Agency's Local Government Advisory Committee  
**Date:** Thursday, April 15, 2021 6:42:23 PM  
**Attachments:** [To approve the nomination and nomination letter for Councilman Daniel Guzman to serve on the U.S. Environmental Protection Agency's Local Government Advisory Committee.pdf](#)  
**Importance:** High

---

## E-POLL RESULTS

The e-poll to approve the nomination and nomination letter for Councilman Daniel Guzman to serve on the U.S. Environmental Protection Agency's Local Government Advisory Committee, **has carried**. All responses have been received; below are the results:

Support: Tina Danforth, Daniel Guzman-King, David P. Jordan, Lisa Liggins, Kirby Metoxen, Brandon Stevens, Marie Summers, and Jennifer Webster.

Yaw^ko,

Chad Wilson,  
Senior Information Management Specialist  
Business Committee Support Office  
920.869.4478

P.O. Box 365  
Oneida, WI 54155-0365  
oneida-nsn.gov

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"In every deliberation, we must consider the impact on the seventh generation..." –  
Haudenosaunee Great Law



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<Insert Signature>

---

**From:** TribalSecretary <TribalSecretary@oneidanation.org>

**Sent:** Thursday, April 15, 2021 3:18 PM

**To:** Brandon L. Yellowbird-Stevens <bstevens@oneidanation.org>; Cristina S. Danforth <cdanfor4@oneidanation.org>; Daniel P. Guzman <dguzman@oneidanation.org>; David P. Jordan <djordan1@oneidanation.org>; Ethel M. Summers <esummer1@oneidanation.org>; Jennifer A. Webster <JWEBSTE1@oneidanation.org>; Kirby W. Metoxen <KMETOX@oneidanation.org>; Lisa A. Liggins <lliggins@oneidanation.org>; Tehassi Tasi Hill <thill7@oneidanation.org>

**Cc:** TribalSecretary <TribalSecretary@oneidanation.org>; Danelle A. Wilson <dwilson1@oneidanation.org>; Rhiannon R. Metoxen <rmetoxe2@oneidanation.org>; Kristal E. Hill <khill@oneidanation.org>

**Subject:** E-POLL REQUEST: Approve the nomination and nomination letter for Councilman Daniel Guzman to serve on the U.S. Environmental Protection Agency's Local Government Advisory Committee

**Importance:** High

## **E-POLL REQUEST**

### **Summary:**

**The Nation has been invited to nominate a Tribal Leader to serve on the United States Environmental Protection Agency's Local Government Advisory Committee. The Committee is chartered under the Federal Advisory Committee Act (FACA), Public Law 92-463, to advise the EPA Administrator on environmental issues impacting local governments.**

**Justification for E-Poll: The deadline for nominations is April 16, 2021 and the next Business Committee meeting is not until April 24, 2021.**

### **Requested Action:**

**Approve the nomination and nomination letter for Councilman Daniel Guzman to serve on the U.S. Environmental Protection Agency's Local Government Advisory Committee.**

### **Deadline for response:**

**Responses are due no later than 4:30 p.m., FRIDAY, April 16, 2021.**

### **Voting:**

1. Use the voting button above, if available; OR
2. Reply with "Support" or "Oppose".

Yaw^ko,

Chad Wilson,  
Senior Information Management Specialist  
Business Committee Support Office  
920.869.4478

P.O. Box 365  
Oneida, WI 54155-0365  
oneida-nsn.gov

“The best way to predict the future is to create it.” – Abraham Lincoln

"In every deliberation, we must consider the impact on the seventh generation..." – Haudenosaunee  
Great Law



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### Oneida Business Committee Agenda Request

1. Meeting Date Requested: 04 / 14 / 21

**2. General Information:**

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

Agenda Header:

Accept as Information only

Action - please describe:

To approve the nomination letter for Councilman Daniel Guzman to serve on the U.S. Environmental Protection Agency's Local Government Advisory Committee.

**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/Submitter: \_\_\_\_\_  
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 Nation has been invited to nominate a Tribal Leader to serve on the United States Environmental Protection Agency's Local Government Advisory Committee. The Committee is chartered under the Federal Advisory Committee Act (FACA), Public Law 92-463, to advise the EPA Administrator on environmental issues impacting local governments.

Councilman Daniel Guzman has agreed to be nominated for this Committee. The deadline to submit nominations is April 16, 2021.

Attached is a nomination letter and the federal register announcement for the Local Government Advisory Committee.

Requested Action: To approve the nomination and nomination letter for Councilman Daniel Guzman to serve on the U.S. Environmental Protection Agency's Local Government Advisory 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](mailto:BC_Agenda_Requests@oneidanation.org)



April 15, 2021

Julian Bowles, Director  
State and Local Government Relations  
U.S. Environmental Protection Agency  
William Jefferson Clinton North Building, 1301A  
1200 Pennsylvania Avenue, N.W.  
Washington, DC 20460

Submitted electronically to [LGAC@epa.gov](mailto:LGAC@epa.gov)

Dear Director Bowles,

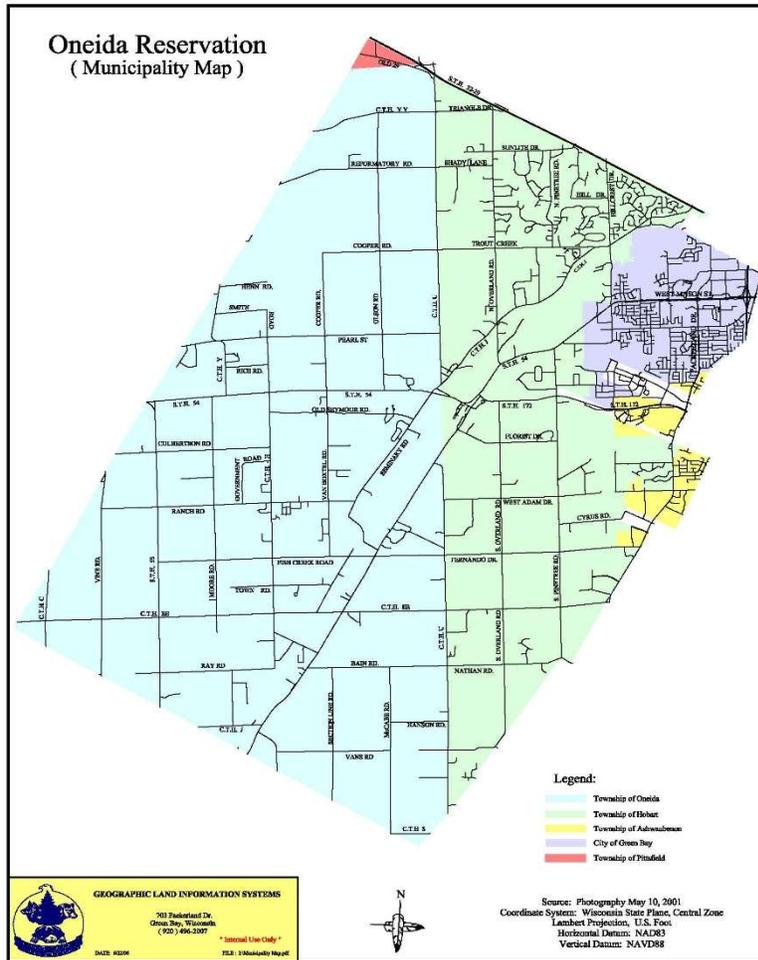
On behalf of the Oneida Nation, please accept this letter of nomination for Oneida Nation Councilman Daniel Guzman to serve the U.S. Environmental Protection Agency's Local Government Advisory Committee.

Councilman Guzman is an elected governmental official and has been tasked to act in a liaison capacity with the Nation's Land, Environmental Health & Safety division and U.S. Environmental Protection Agency's Region 5 Regional Tribal Operations Committee. Councilman Guzman actively participates and collaborates on many complex policy issues with federal officials and agencies and works collaboratively with tribal nations throughout Indian Country and builds and maintains positive working relationships with federal partners. Councilman Guzman is also a staunch advocate in protecting the environment, looking long-term at the impacts of today on our future generations.

### ***The Nation's Reservation***

The entire Oneida Nation reservation, encompassing approximately 64,500 acres, is drained by four major streams. Duck Creek and its tributaries drain nearly 70 percent of the Oneida Nation reservation. Dutchman Creek drains 20 percent and the headwaters of Ashwaubenon Creek and the South Branch of the Suamico River drains the rest of the land.

The Oneida Nation reservation straddles the boundary of Brown and Outagamie Counties and includes all or portions of the City of Green Bay, Village of Ashwaubenon, Village of Howard, Village of Hobart, Town of Oneida and Town of Pittsfield.



The Oneida people have always highly regarded air and water as sacred; a living and spiritual being. Our creation story recognizes the importance of water as the Sky Woman descended from the skies above to a body of water that eventually land, animal life and life sustenance would form upon. The teachings from our ancestors have deeply valued air and water as not only a necessity for survival but also a spiritual being. In our Thanksgiving address, which is our daily recital of giving thanks to all of creation, we recognize and thank the waters for the things they provide for our people.

As People of the Longhouse who have lived on these lands for time immemorial, we assume responsibility for the air and water. Through the instructions that our people received by the Creator, we feel it our obligation to voice our concerns when threats to our health, safety and welfare are approaching. Our responsibility to ensure that our future generations have clean air, clean water and clean environment is taken very seriously.

With that being said, I have the utmost confidence that Councilman Guzman will serve and actively participate on the Committee. The Nation has a robust Environmental Health & Safety division and Intergovernmental Affairs & Communications office that are committed to assist him while serving on this Committee.

If you should have any questions, please feel free to contact me at [thill7@oneidationation.org](mailto:thill7@oneidationation.org) or by calling (920) 869-4420.

With a Good Heart, a Good Mind and Strong Fire,

Tehassi tasi Hill, Chairman  
Oneida Nation

comments should be submitted using the methods in **ADDRESSES**, and must be received by EPA on or before the closing date. These comments will become part of the docket for the pesticides included in the Tables in Unit IV. Comments received after the close of the comment period will be marked "late." EPA is not required to consider these late comments.

The Agency will carefully consider all comments received by the closing date and may provide a "Response to Comments Memorandum" in the docket. The interim registration review decision will explain the effect that any comments had on the interim decision and provide the Agency's response to significant comments.

Background on the registration review program is provided at: <http://www.epa.gov/pesticide-reevaluation>.

**Authority:** 7 U.S.C. 136 *et seq.*

Dated: January 6, 2021.

**Anita Pease,**

*Director, Antimicrobials Division, Office of Pesticide Programs.*

[FR Doc. 2021-04563 Filed 3-4-21; 8:45 am]

**BILLING CODE 6560-50-P**

## ENVIRONMENTAL PROTECTION AGENCY

[FRL-10021-24-OA]

### Local Government Advisory Committee and Small Communities Advisory Subcommittee: Request for Nominations

**AGENCY:** Environmental Protection Agency.

**ACTION:** Notice of request for nominations.

**SUMMARY:** The U.S. Environmental Protection Agency's (EPA) Office of Intergovernmental Relations invites nominations from a diverse range of qualified candidates to be considered for appointment to its Local Government Advisory Committee (LGAC) and Small Communities Advisory Subcommittee (SCAS). LGAC and SCAS members and qualified nominees hold elected or appointed positions with local, tribal, state, and territorial governments. This notice solicits nominations to fill up to 30 memberships on EPA's LGAC and 10-15 on the SCAS throughout 2021.

**DATES:** To be considered for 2021 appointments, nominations should be submitted by April 16, 2021. Nominations are reviewed on an ongoing basis.

**ADDRESSES:** Submit nominations electronically to [LGAC@epa.gov](mailto:LGAC@epa.gov) with a

subject heading of 'LGAC 2021 NOMINATION.'

**FOR FURTHER INFORMATION CONTACT:**

Paige Lieberman, the LGAC Designated Federal Officer at (202) 564-9957/[LGAC@epa.gov](mailto:LGAC@epa.gov).

**SUPPLEMENTARY INFORMATION:** The LGAC is chartered under the Federal Advisory Committee Act (FACA), Public Law 92-463, to advise the EPA Administrator on environmental issues impacting local governments. The Small Communities Advisory Subcommittee is the LGAC's standing subcommittee to advise on issues of concern to smaller communities. Members of LGAC and SCAS will provide advice and recommendations on a broad range of issues related to our shared goals of promoting and protecting public health and the environment. These issues may include: Advancing environmental justice; ensuring access to clean air and water; reducing greenhouse gas emissions; bolstering resilience to the impacts of climate change; and limiting exposure to dangerous chemicals and pesticides.

Viable candidates must be current elected or appointed officials representing local, state, tribal or territorial governments. Additional criteria to be considered may include: Experience with multi-sector partnerships; coalition-building and grassroots involvement; involvement and leadership in national, state or regional intergovernmental associations; knowledge of and commitment to promoting environmental protection and public health issues, including those of communities of color and low-income communities; and leadership and implementation of federal, state, local, tribal, territorial and international environmental programs, including permitting programs, Brownfields, Superfund clean-up, air and water quality, solid waste management, emissions reduction, resiliency and adaptation, sustainability, and environmental justice programs. Diversity in vocational/career/volunteer background, professional and community affiliations, and demonstrated familiarity with local, regional, national, and international environmental issues, also may be considered.

LGAC members are appointed for 1-2-year terms and are eligible for reappointment. The Committee meets multiple times a year, typically with at least one in-person meeting. EPA is committed to prioritizing members' health and safety during the COVID-19 pandemic and will follow CDC guidelines when considering any in-

person meeting. The Administrator may ask members to serve on Subcommittees and Workgroups to develop reports and recommendations to address specific policy issues, reflecting the priorities of the Administration. The average workload for members is approximately 5 hours per month. While EPA is unable to provide compensation for services, official Committee travel and related expenses (lodging, etc.) will be fully reimbursed.

**Nominations:** Nominations must be submitted in electronic format. To be considered, all nominations should include:

- Current contact information for the applicant/nominee, including name, organization (and position within that organization), current work address, email address, and daytime telephone number;
- Brief statement describing the nominee's interest in serving on the LGAC;
- Resume and/or short biography (no more than 2 pages) describing professional, educational, and other pertinent qualifications of the nominee, including a list of relevant activities as well as any current or previous service on advisory committees; and,
- Any letter(s) of recommendation from a third party (or parties) supporting the nomination. Letter(s) should describe how the nominee's experience and knowledge will bring value to the work of the LGAC.

Other sources, in addition to this **Federal Register** notice, may be utilized in the solicitation of nominees. EPA expressly values diversity, equity, and inclusion, and encourages the nominations of elected and appointed officials from diverse backgrounds so that the LGAC and SCAS look like America and reflect the country's rich diversity. Individuals may self-nominate.

Dated: March 2, 2021.

**Julian (Jack) Bowles,**

*Director, State and Local Government Relations.*

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**BILLING CODE P**

## ENVIRONMENTAL PROTECTION AGENCY

[ER-FRL-9055-5]

### Environmental Impact Statements; Notice of Availability

**Responsible Agency:** Office of Federal Activities, General Information 202-564-5632 or <https://www.epa.gov/nepa>.