

# Oneida Business Committee



**Executive Session**  
**8:30 AM Tuesday, May 10, 2022**  
 BC Conference Room, 2nd floor, Norbert Hill Center

**Regular Meeting**  
**1:00 PM Wednesday, May 11, 2022**  
 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 Government Administrative 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.*

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

### **II. OPENING**

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

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

- A. Oneida Nation Arts Board - Stacie Cutbank**  
 Sponsor: Lisa Liggins, Secretary

### **V. MINUTES**

- A. Approve the April 27, 2022, regular Business Committee meeting minutes**  
 Sponsor: Lisa Liggins, Secretary

### **VI. RESOLUTIONS**

- A. Adopt the resolution entitled Additional Emergency Amendments to the Oneida Personnel Policies and Procedures - Selection Policy**  
 Sponsor: David P. Jordan, Councilman
- B. Adopt the resolution entitled Amendments to the Budget Management and Control Law**  
 Sponsor: David P. Jordan, Councilman

- C. **Adopt the resolution entitled Amendments to the Oneida Nation Gaming Ordinance**  
Sponsor: David P. Jordan, Councilman
- D. **Adopt the resolution entitled BIA Solid Waste Disposal FY22**  
Sponsor: Mark W. Powless, General Manager
- E. **Adopt the resolution entitled Extension of Declaration of Public Health State of Emergency Until July 22, 2022**  
Sponsor: Tehassi Hill, Chairman
- F. **Adopt the resolution entitled Nomination of Tehassi Hill to the U.S. Government Accountability Office Tribal Advisory Council**  
Sponsor: Melinda J. Danforth, Director/Intergovernmental Affairs

## VII. STANDING COMMITTEES

### A. LEGISLATIVE OPERATING COMMITTEE

- 1. **Accept the April 20, 2022, regular Legislative Operating Committee meeting minutes**  
Sponsor: David P. Jordan, Councilman

## VIII. STANDING ITEMS

### A. ARPA FRF and Tribal Contribution Savings Submissions

- 1. **Accept the Oneida Nation Student Relief Fund (SRF) Program follow-up report**  
Sponsor: Mark W. Powless, General Manager

## IX. TRAVEL REPORTS

- A. **Approve the travel report - Councilwoman Marie Summers - Testimony before the Senate Committee on Economic Disparity - Washington, D.C. - April 6-7, 2022**  
Sponsor: Marie Summers, Councilwoman

## X. TRAVEL REQUESTS

- A. **Approve the travel request - Chairman Tehassi Hill and Secretary Lisa Liggins - National Congress of American Indians (NCAI) Mid Year Conference & Marketplace - Anchorage, AL - June 12-16, 2022**  
Sponsor: Tehassi Hill, Chairman
- B. **Approve the travel request - Councilman Daniel Guzman King - FY 2023 Bemidji Area Pre-Negotiation meeting - Bloomington, MN - June 8-10, 2022**  
Sponsor: Daniel Guzman King, Councilman

- C. **Approve the travel request - Councilman Daniel Guzman King - Local Government and Advisory Committee (LGAC) and Small Community Advisory Subcommittee (SCAS) public meeting - Washington, D.C. - June 22-24, 2022**  
Sponsor: Daniel Guzman King, Councilman
- D. **Approve the travel request - Councilman Kirby Metoxen - Native American Tourism of Wisconsin (NATOW) 2022 Annual Conference - Wabeno, WI - June 20-22, 2022**  
Sponsor: Kirby Metoxen, Councilman

## XI. NEW BUSINESS

- A. **Review the March Sportsbook Rules of Play and determine next steps**  
Sponsor: Mark A. Powless, Sr., Chair/Oneida Gaming Commission
- B. **Review the April Sportsbook Rules of Play and determine next steps**  
Sponsor: Mark A. Powless, Sr., Chair/Oneida Gaming Commission

## XII. REPORTS

### A. OPERATIONAL

- 1. **Accept the Emergency Management Department FY-2022 2nd quarter report**  
Sponsor: Kaylynn Gresham, Director/Emergency Management

### B. APPOINTED BOARDS, COMMITTEES, COMMISSIONS (2:30 p.m.)

- 1. **Accept the Anna John Resident Centered Care Community Board FY-2022 2nd quarter report**  
Sponsor: Kristin Jorgenson Dann, Chair/Anna John Resident Centered Care Community Board
- 2. **Accept the Oneida Community Library Board FY-2022 2nd quarter report memorandum**  
Sponsor: Brooke Doxtator, BCC Supervisor
- 3. **Accept the Oneida Environmental Resources Board FY-2022 quarterly report memorandum**  
Sponsor: Brooke Doxtator, BCC Supervisor
- 4. **Accept the Oneida Nation Arts Board FY-2022 2nd quarter report**  
Sponsor: Kelli Strickland, Chair/Oneida Nation Arts Board
- 5. **Accept the Oneida Nation Veteran Affairs Committee FY-2022 2nd quarter report**  
Sponsor: Gerald Cornelius, Chair/Oneida Nation Veteran Affairs Committee
- 6. **Accept the Oneida Personnel Commission FY-2022 2nd quarter report memorandum**  
Sponsor: Twylite Moore, Chair/Oneida Personnel Commission

7. **Accept the Oneida Police Commission FY-2022 2nd quarter report**  
Sponsor: Richard Van Boxtel, Chair/Oneida Police Commission
8. **Accept the Pardon and Forgiveness Screening Committee FY-2022 2nd quarter report**  
Sponsor: Eric Boulanger, Chair/Pardon and Forgiveness Screening Committee
9. **Accept the Southeastern Wisconsin Oneida Tribal Services Advisory Board FY-2022 2nd quarter report**  
Sponsor: Diane Hill, Chair/Southeastern Wisconsin Oneida Tribal Services Advisory Board

**C. ELECTED BOARDS, COMMITTEES, COMMISSIONS (3:00 p.m.)**

1. **Accept the Oneida Election Board FY-2022 2nd quarter report**  
Sponsor: Pamela Nohr, Chair/Oneida Election Board
2. **Accept the Oneida Gaming Commission FY-2022 2nd quarter report**  
Sponsor: Mark A. Powless, Chair/Oneida Gaming Commission
3. **Accept the Oneida Land Claims Commission FY-2022 2nd quarter report**  
Sponsor: Chris Cornelius, Chair/Oneida Land Claims Commission
4. **Accept the Oneida Land Commission FY-2022 2nd quarter report**  
Sponsor: Rebecca Webster, Chair/Oneida Land Commission
5. **Accept the Oneida Nation Commission on Aging FY-2022 2nd quarter report**  
Sponsor: Carole Liggins, Chair/Oneida Nation Commission on Aging
6. **Accept the Oneida Nation School Board FY-2022 2nd quarter report**  
Sponsor: Sacheen Lawrence, Chair/Oneida Nation School Board
7. **Accept the Oneida Trust Enrollment Committee FY-2022 2nd quarter report**  
Sponsor: Jennifer Hill-Kelley, Chair/Oneida Trust Enrollment Committee

**D. STANDING COMMITTEES**

1. **Accept the Community Development Planning Committee FY-2022 2nd quarter report**  
Sponsor: Brandon Stevens, Vice-Chairman
2. **Accept the Finance Committee FY-2022 2nd quarter report**  
Sponsor: Tina Danforth, Treasurer
3. **Accept the Legislative Operating Committee FY-2022 2nd quarter report**  
Sponsor: David P. Jordan, Councilman
4. **Accept the Quality of Life Committee FY-2022 2nd quarter report**  
Sponsor: Marie Summers, Councilwoman



**E. OTHER**

1. **Accept the Oneida Youth Leadership Institute FY-2022 2nd quarter report**  
Sponsor: Mark W. Powless, General Manager

**XIII. GENERAL TRIBAL COUNCIL**

- A. **Approve the notice and packet for the June 21, 2022, tentatively scheduled special General Tribal Council meeting**  
Sponsor: Lisa Liggins, Secretary

**XIV. EXECUTIVE SESSION****A. REPORTS**

1. **Accept the Chief Counsel report**  
Sponsor: Jo Anne House, Chief Counsel
2. **Accept the General Manager report (9:30 a.m.)**  
Sponsor: Mark W. Powless, General Manager
3. **Accept the Gaming General Manager FY-2022 2nd quarter report (8:30 a.m.)**  
Sponsor: Louise Cornelius, Gaming General Manager
4. **Accept the Retail Enterprise FY-2022 2nd quarter report (9:00 a.m.)**  
Sponsor: Debra Powless, Retail General Manager
5. **Accept the Human Resources FY-2022 2nd quarter report (10:00 a.m.)**  
Sponsor: Todd VanDen Heuvel, Executive HR Director

**B. AUDIT COMMITTEE**

1. **Accept the March 17, 2022, regular Audit Committee meeting minutes**  
Sponsor: David P. Jordan, Councilman
2. **Accept the Audit Committee FY-2022 2nd quarter report**  
Sponsor: David P. Jordan, Councilman
3. **Accept the Four Card Poker Rules of Play compliance audit and lift the confidentiality requirement**  
Sponsor: David P. Jordan, Councilman

**C. NEW BUSINESS**

1. **Approve the BC DR05 contract amendments - file #2016-0862 (10:30 a.m.)**  
Sponsor: Todd VanDen Heuvel, Executive HR Director
2. **Approve the BC DR08 contract amendments - file # 2021-0256 (10:30 a.m.)**  
Sponsor: Todd VanDen Heuvel, Executive HR Director

3. **Approve the BC DR09 contract amendments - file # 2021-0563 (10:30 a.m.)**  
Sponsor: Todd VanDen Heuvel, Executive HR Director
4. **Accept the April 4, 2022, BC Officer meeting notes**  
Sponsor: Danelle Wilson, Executive Assistant
5. **Accept the May 2, 2022, BC Officer meeting notes**  
Sponsor: Danelle Wilson, Executive Assistant

## **XV. 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 Government Administrative Office at (920) 869-4364 or (800) 236-2214

Oneida Nation Arts Board - Stacie Cutbank

### Business Committee Agenda Request

1. Meeting Date Requested: 05/11/22

2. General Information:

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

Justification: *Choose reason for Executive.*

3. Supporting Documents:

- Bylaws  Fiscal Impact Statement  Presentation
- Contract Document(s)  Law  Report
- Correspondence  Legal Review  Resolution
- Draft GTC Notice  Minutes  Rule (adoption packet)
- Draft GTC Packet  MOU/MOA  Statement of Effect
- E-poll results/back-up  Petition  Travel Documents
- Other: *Describe*

4. Budget Information:

- Budgeted  Budgeted – Grant Funded  Unbudgeted
- Not Applicable  Other: *Describe*

5. Submission:

Authorized Sponsor: Lisa Liggins, Secretary

Primary Requestor: Bonnie Pigman, Recording Clerk

Additional Requestor: (Name, Title/Entity)


Additional Requestor: (Name, Title/Entity)

Submitted By: BPIGMAN



## Memorandum

TO: Oneida Business Committee

FROM: Brooke Doxtator, BCC Supervisor 

DATE: May 3, 2022

RE: Oath of Office – Oneida Nations Arts Board

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### Background

On April 27, 2022, the Oneida Business Committee appointed Stacie Cutbank to the Oneida Nations Arts Board.

Approve the April 27, 2022, regular Business Committee meeting minutes

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## Business Committee Agenda Request

**1. Meeting Date Requested:** 05/11/22

**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 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: CELLIS1

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

**Executive Session**  
**8:30 AM Tuesday, April 26, 2022**  
**BC Conference Room, 2nd floor, Norbert Hill Center**

**Regular Meeting**  
**8:30 AM Wednesday, April 27, 2022**  
**BC Conference Room, 2nd floor, Norbert Hill Center**

**Minutes****EXECUTIVE SESSION**

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

**Not Present:** Chairman Tehassi Hill;

**Others present:** Jo Anne House, Larry Barton, Louise Cornelius, Todd VanDen Heuvel, Debra Powless, Katsitsiyo Danforth, Kaylynn Gresham, Danelle Wilson, Kristal Hill, Rae Skenandore, Amy Spears, Justin Nishimoto, Loucinda Conway, Lisa Summers, Ralinda Ninham-Lamberies, Chad Fuss, Shane Archiquette, Nicole Rommel, Jeffrey Carlson, Jacque Boyle, Mercie Danforth, Melanie Burkhart, Jason Doxtator, Eric Bristol, Josephine Skenandore, Tana Aguirre, Brandon Wisneski, Jameson Wilson;

**REGULAR MEETING**

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

**Not Present:** Vice-Chairman Brandon Stevens;

**Arrived at:** n/a

**Others present:** Jo Anne House, Larry Barton, Mark W. Powless (via Microsoft Teams<sup>1</sup>), Louise Cornelius (via Microsoft Teams), Todd VanDen Heuvel (via Microsoft Teams), Katsitsiyo Danforth (via Microsoft Teams), Danelle Wilson (via Microsoft Teams), Rhiannon Metoxen (via Microsoft Teams), Kristal Hill (via Microsoft Teams), Amy Spears (via Microsoft Teams), Justin Nishimoto (via Microsoft Teams), Rae Skenandore (via Microsoft Teams), Loucinda Conway (via Microsoft Teams), Clorissa Santiago (via Microsoft Teams), Lisa Summers (via Microsoft Teams), Melanie Burkhart (via Microsoft Teams), Nicole Rommel (via Microsoft Teams), Jacque Boyle (via Microsoft Teams), Debra Danforth (via Microsoft Teams), Jameson Wilson (via Microsoft Teams), Patricia King (via Microsoft Teams), Debbie Melchert (via Microsoft Teams), Brooke Doxtator (via Microsoft Teams), Shannon Davis (via Microsoft Teams), Mike Debraska (via Microsoft Teams), Shannon Wienandt (via Microsoft Teams), Pearl Webster, Tony Smith, Tom Tilkens, Aliskwet Ellis;

**I. CALL TO ORDER**

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

*For the record: Treasurer Tina Danforth, Councilman David P. Jordan, and Councilwoman Jennifer Webster will be excused at 10:00 a.m. for a funeral. Vice-Chairman Brandon Stevens is out on approved travel.*

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

**DRAFT****II. OPENING (00:00:12)**

Opening provided by Councilman Kirby Metoxen.

**III. ADOPT THE AGENDA (00:00:37)**

Motion by Marie Summers to adopt the agenda with three (3) changes [1) add section entitled Resolutions; 2) under the Resolutions section, add item entitled Adopt the resolution entitled Approval of Participation in Research Study on Fall Prevention among Native Elders; and 3) address item X.A. Approve Use of Economic Development, Diversification and Community Development Funds for a Donation of \$300,000 to Safe Shelter, Inc. at 11:00 a.m.], seconded by Jennifer Webster. Motion carried:

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

**IV. OATH OF OFFICE**

- A. Anna John Resident Centered Care Community Board - Brenda VandenLangenberg (00:03:31)**  
Sponsor: Lisa Liggins, Secretary

*For the record: Brenda VandenLagenberg took her oath of office on April 7, 2022, in accordance with §105.9-1 (b) of the Boards, Committees, and Commissions law.*

**V. MINUTES**

- A. Approve the April 13, 2022, regular Business Committee meeting minutes (00:04:19)**  
Sponsor: Lisa Liggins, Secretary

Motion by David P. Jordan to approve the April 13, 2022, regular Business Committee meeting minutes, seconded by Marie Summers. Motion carried:

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

**VI. RESOLUTIONS**

- A. Adopt resolution entitled Approval of Participation in Research Study on Fall Prevention among Native Elders (00:04:47)**  
Sponsor: Mark W. Powless, General Manager

Motion by Jennifer Webster to adopt resolution 04-27-22-A Approval of Participation in Research Study on Fall Prevention among Native Elders, seconded by David P. Jordan. Motion carried:

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

**DRAFT****VII. APPOINTMENTS****A. Determine next steps regarding one (1) vacancy - Audit Committee (00:05:29)**  
Sponsor: Lisa Liggins, Secretary

Motion by Lisa Liggins to appoint James Skenandore Jr. to the Audit Committee with a term ending March 31, 2025, seconded by Marie Summers. Motion carried:

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

**B. Determine next steps regarding two (2) vacancies - Oneida Nation Arts Board (00:06:17)**  
Sponsor: Lisa Liggins, Secretary

Motion by Lisa Liggins to appoint Stacie Cutbank to the Oneida Nation Arts Board with a term ending March 31, 2025, and to request the Secretary to re-post the remaining vacancy, seconded by David P. Jordan. Motion carried:

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

**C. Determine next steps regarding one (1) seat - University of Wisconsin Green Bay Council of Trustees (00:06:59);(00:50:48)**  
Sponsor: Melinda J. Danforth, Director/Intergovernmental Affairs

Motion by Lisa Liggins to defer item VII.C. Determine next steps regarding one (1) seat - University of Wisconsin Green Bay Council of Trustees until after Executive Session, seconded by Marie Summers. Motion carried:

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

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

Motion by Lisa Liggins to nominate Nathan King to the University of Wisconsin Green Bay Council of Trustees and to direct the Chairman to formally inform the Chancellor of this nomination, seconded by Marie Summers. Motion carried:

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

Motion by Lisa Liggins to direct Intergovernmental Affairs Director to include the annual contribution of \$1,000 in the Legislative Affairs budget, seconded by Marie Summers. Motion carried:

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

*Item X.A. was addressed next.*



**DRAFT****VIII. STANDING COMMITTEES****A. COMMUNITY DEVELOPMENT PLANNING COMMITTEE**

- 1. Accept the March 3, 2022, regular Community Development Planning Committee meeting minutes (00:07:29)**

Sponsor: Brandon Stevens, Vice-Chairman

Motion by Marie Summers to accept the March 3, 2022, regular Community Development Planning Committee meeting minutes, seconded by Jennifer Webster. Motion carried:

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

Not Present: Brandon Stevens

**B. FINANCE COMMITTEE**

- 1. Accept the March 28, 2022, regular Finance Committee meeting minutes (00:07:56)**

Sponsor: Tina Danforth, Treasurer

Motion by Marie Summers to accept the March 28, 2022, regular Finance Committee meeting minutes, seconded by Kirby Metoxen. Motion carried:

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

Not Present: Brandon Stevens

- 2. Accept the April 18, 2022, regular Finance Committee meeting minutes (00:08:19)**

Sponsor: Tina Danforth, Treasurer

Motion by Marie Summers to accept the April 18, 2022, regular Finance Committee meeting minutes, seconded by Jennifer Webster. Motion carried:

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

Not Present: Brandon Stevens

**C. LEGISLATIVE OPERATING COMMITTEE**

- 1. Accept the April 6, 2022, regular Legislative Operating Committee meeting minutes (00:08:41)**

Sponsor: David P. Jordan, Councilman

Motion by Marie Summers to accept the April 6, 2022, regular Legislative Operating Committee meeting minutes, seconded by Kirby Metoxen. Motion carried:

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

Not Present: Brandon Stevens

**DRAFT**

**IX. STANDING ITEMS**

**A. ARPA FRF and Tribal Contribution Savings Submissions**

*No submissions to consider.*

**B. Accept the CIP # 07-009 - Building Demolitions April 2022 status report (00:09:10)**  
Sponsor: Mark W. Powless, General Manager

Motion by Jennifer Webster to accept the CIP # 07-009 - Building Demolitions April 2022 status report, seconded by Marie Summers. Motion carried:

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

Not Present: Brandon Stevens

*Item XI.A. was addressed next.*

DRAFT

**DRAFT****X. UNFINISHED BUSINESS****A. Approve Use of Economic Development, Diversification and Community Development Funds for a Donation of \$300,000 to Safe Shelter, Inc. (00:51:51)**

Sponsor: Rae Skenandore, Budget Analyst

Motion by Lisa Liggins to adopt resolution 04-27-22-B Approve Use of Economic Development, Diversification and Community Development Funds for a Donation of \$150,000 to Safe Shelter, Inc. with two (2) noted changes [1] in lines 2, 50, and 54, change the dollar amount from \$300,000 to \$150,000; and 2) add an additional resolve "BE IT FINALLY RESOLVED, that the Safe Shelter Inc. shall provide a written report to the Quality of Life Committee identifying the impact of funding received and actions taken to meet future needs at the August 2022 Quality of Life meeting.", seconded by Kirby Metoxen. Motion carried:

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

Motion by Daniel Guzman King that the Business Committee requires that a short and long term strategic plan be presented from the Safe Shelter, Inc. before any further monetary requests are made to the Nation, seconded by Lisa Liggins. Motion carried:

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

Motion by Lisa Liggins to direct the Review Team as identified in BC Resolution # 05-26-21-B to work with Councilman Daniel Guzman King to develop recommendations which separate allocations between economic and community development projects as it relates to the Economic Development, Diversification and Community Development Fund, seconded by Daniel Guzman King. Motion carried:

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

Motion by Lisa Liggins to rescind BC Resolution # 08-28-19-A [Approval of Use of Economic Development, Diversification and Community Development Fund for Project ED19-015, Oneida Homeless – Day Warming Shelter], seconded by Daniel Guzman King. Motion carried:

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

*Item XV. was addressed next.*

**DRAFT****XI. TRAVEL REQUESTS****A. Approve the travel request - Councilwoman Marie Summers - Inter-Tribal Task Force (ITTF) meeting - Lac Du Flambeau, WI - May 11-12, 2022 (00:10:01)**

Sponsor: Marie Summers, Councilwoman

Motion by Kirby Metoxen to approve the travel request for Councilwoman Marie Summers to attend the Inter-Tribal Task Force (ITTF) meeting in Lac Du Flambeau, WI - May 11-12, 2022, seconded by David P. Jordan. Motion carried:

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

**B. Approve the travel request - Councilwoman Marie Summers - Reservation Economic Summit "RES 2022" - Las Vegas, NV - May 23-26, 2022 (00:10:40)**

Sponsor: Marie Summers, Councilwoman

Motion by Lisa Liggins to approve the travel request for Councilwoman Marie Summers and up to two (2) additional council members to attend the Reservation Economic Summit "RES 2022" in Las Vegas, NV - May 23-26, 2022, seconded by Daniel Guzman King. Motion carried:

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

**C. Approve the travel request - Councilwoman Jennifer Webster - Administration for Children and Families (ACF) Tribal Advisory Committee meeting - Washington, D.C. - June 21-24, 2022 (00:12:04)**

Sponsor: Jennifer Webster, Councilwoman

Motion by David P. Jordan to approve the travel request for Councilwoman Jennifer Webster to attend the Administration for Children and Families (ACF) Tribal Advisory Committee meeting in Washington, D.C. - June 21-24, 2022, seconded by Marie Summers. Motion carried:

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

**D. Approve the travel request - Councilwoman Jennifer Webster - 2022 Tribal Self-Governance Conference - Burlingame, CA - July 31-Aug 5, 2022 (00:12:43)**

Sponsor: Jennifer Webster, Councilwoman

Motion by Marie Summers to approve the travel request for Councilwoman Jennifer Webster to attend the 2022 Tribal Self-Governance Conference in Burlingame, CA - July 31-Aug 5, 2022, seconded by David P. Jordan. Motion carried:

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

**DRAFT**

- E. Enter the e-poll results into the record regarding the approved travel request for Councilman Kirby Metoxen to attend 2022 AIANTA Board Retreat in Albuquerque, NM - May 02-05, 2022 (00:13:19)**  
Sponsor: Lisa Liggins, Secretary

Motion by Marie Summers to enter the e-poll results into the record regarding the approved travel request for Councilman Kirby Metoxen to attend 2022 AIANTA Board Retreat in Albuquerque, NM - May 02-05, 2022, seconded by Jennifer Webster. Motion carried:

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

**XII. NEW BUSINESS**

- A. Approve an exception to resolution # BC-01-12-22-A and start the regular Business Committee meeting on May 11, 2022, at 1:00 p.m. (00:14:00)**  
Sponsor: Lisa Liggins, Secretary

Motion by Marie Summers to approve an exception to resolution # BC-01-12-22-A and start the regular Business Committee meeting on May 11, 2022, at 1:00 p.m., seconded by Kirby Metoxen. Motion carried:

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

- B. Approve an exception to resolution # BC-01-12-22-A and cancel two (2) scheduled items (00:14:36)**  
Sponsor: Lisa Liggins, Secretary

Motion by Lisa Liggins to approve an exception to resolution # BC-01-12-22-A and cancel the executive session discussion on June 21, 2022, and the regular Business Committee meeting on June 22, 2022, seconded by Marie Summers. Motion carried:

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

- C. Post one (1) vacancy - Oneida Nation School Board (00:16:33)**  
Sponsor: Lisa Liggins, Secretary

Motion by Jennifer Webster to post one (1) vacancy for the Oneida Nation School Board, seconded by Marie Summers. Motion carried:

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

**DRAFT****D. Post one (1) vacancy - Oneida Personnel Commission (00:16:50)**

Sponsor: Lisa Liggins, Secretary

Motion by Jennifer Webster to post one (1) vacancy for the Oneida Personnel Commission, seconded by Marie Summers. Motion carried:

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

Not Present: Brandon Stevens

**E. Enter the e-poll results into the record regarding the approved recommendation to transfer ticket distribution to Oneida Retail and other Tribal businesses in lieu of Joint Marketing being no longer active (00:17:08)**

Sponsor: Lisa Liggins, Secretary

Motion by Marie Summers to enter the e-poll results into the record regarding the approved recommendation to transfer ticket distribution to Oneida Retail and other Tribal businesses in lieu of Joint Marketing being no longer active, seconded by David P. Jordan. Motion carried:

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

Not Present: Brandon Stevens

**XIII. REPORTS****A. OPERATIONAL**

*Councilman Daniel Guzman King left at 8:54 a.m.*

**1. Accept the Big Bear Media FY-2022 2nd quarter report (00:21:25)**

Sponsor: Mark W. Powless, General Manager

Motion by Jennifer Webster to accept the Big Bear Media FY-2022 2nd quarter report, seconded by Marie Summers. Motion carried:

Ayes: Tina Danforth, David P. Jordan, Lisa Liggins, Kirby Metoxen, Marie  
Summers, Jennifer Webster

Not Present: Daniel Guzman King, Brandon Stevens

**2. Accept the Comprehensive Health Division FY-2022 2nd quarter report (00:22:42)**

Sponsor: Mark W. Powless, General Manager

Motion by David P. Jordan to accept the Comprehensive Health Division FY-2022 2nd quarter report, seconded by Kirby Metoxen. Motion carried:

Ayes: Tina Danforth, David P. Jordan, Lisa Liggins, Kirby Metoxen, Marie  
Summers, Jennifer Webster

Not Present: Daniel Guzman King, Brandon Stevens

**DRAFT****3. Accept the Digital Technology Services FY-2022 2nd quarter report (00:23:19)**

Sponsor: Mark W. Powless, General Manager

*Councilman Daniel Guzman King returned at 9:00 a.m.*

Motion by David P. Jordan to accept the Digital Technology Services FY-2022 2nd quarter report, seconded by Jennifer Webster. Motion carried:

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

Not Present: Brandon Stevens

**4. Accept the Education & Training FY-2022 2nd quarter report (00:33:19)**

Sponsor: Mark W. Powless, General Manager

Motion by David P. Jordan to accept the Education &amp; Training FY-2022 2nd quarter report, seconded by Jennifer Webster. Motion carried:

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

Not Present: Brandon Stevens

**5. Accept the Environmental, Health, Safety, Land & Agriculture Division FY-2022 2nd quarter report (00:34:05)**

Sponsor: Mark W. Powless, General Manager

Motion by Kirby Metoxen to accept the Environmental, Health, Safety, Land &amp; Agriculture Division FY-2022 2nd quarter report, seconded by Jennifer Webster. Motion carried:

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

Not Present: Brandon Stevens

**6. Accept the Governmental Services Division FY-2022 2nd quarter report (00:41:00)**

Sponsor: Mark W. Powless, General Manager

Motion by David P. Jordan to accept the Governmental Services Division FY-2022 2nd quarter report, seconded by Jennifer Webster. Motion carried:

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

Not Present: Brandon Stevens

**7. Accept the Grants FY-2022 2nd quarter report (00:42:19)**

Sponsor: Mark W. Powless, General Manager

Motion by Lisa Liggins to accept the Grants FY-2022 2nd quarter report, seconded by David P. Jordan. Motion carried:

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

Not Present: Brandon Stevens

**DRAFT****8. Accept the Public Works Division FY-2022 2nd quarter report (00:42:57)**

Sponsor: Mark W. Powless, General Manager

Motion by David P. Jordan to accept the Public Works Division FY-2022 2nd quarter report, seconded by Tina Danforth. Motion carried:

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

Not Present: Brandon Stevens

**9. Accept the Tribal Action Plan FY-2022 2nd quarter report (00:44:58)**

Sponsor: Mark W. Powless, General Manager

Motion by David P. Jordan to accept the Tribal Action Plan FY-2022 2nd quarter report, seconded by Kirby Metoxen. Motion carried:

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

Not Present: Brandon Stevens

**XIV. EXECUTIVE SESSION (00:46:30)**

Motion by Kirby Metoxen to go into executive session at 9:20 a.m., seconded by Daniel Guzman King. Motion carried:

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

Not Present: Brandon Stevens

*Councilman David P. Jordan left at 9:53 a.m.*

*Treasurer Tina Danforth and Councilwoman Jennifer Webster left at 10:00 a.m.*

Motion by Daniel Guzman King to come out of executive session at 10:51 a.m., seconded by Kirby Metoxen. Motion carried:

Ayes: Daniel Guzman King, Lisa Liggins, Kirby Metoxen, Marie Summers

Not Present: Tina Danforth, David P. Jordan, Brandon Stevens, Jennifer Webster

**A. REPORTS****1. Accept the Chief Counsel report (00:47:47)**

Sponsor: Jo Anne House, Chief Counsel

Motion by Marie Summers to accept the Chief Counsel report, seconded by Daniel Guzman King.

Motion carried:

Ayes: Daniel Guzman King, Lisa Liggins, Kirby Metoxen, Marie Summers

Not Present: Tina Danforth, David P. Jordan, Brandon Stevens, Jennifer Webster

Motion by Marie Summers to accept the report regarding contract # 2022-0284 and to direct the Intergovernmental Affairs and Communications Office to continue negotiations, seconded by Daniel Guzman King. Motion carried:

Ayes: Daniel Guzman King, Lisa Liggins, Kirby Metoxen, Marie Summers

Not Present: Tina Danforth, David P. Jordan, Brandon Stevens, Jennifer Webster



**DRAFT****2. Accept the General Manager report (00:48:22)**

Sponsor: Mark W. Powless, General Manager

Motion by Kirby Metoxen to accept the General Manager report, seconded by Marie Summers. Motion carried:

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

**3. Accept the Intergovernmental Affairs, Communications, and Self-Governance April 2022 report (00:48:37)**

Sponsor: Melinda J. Danforth, Director/Intergovernmental Affairs

Motion by Kirby Metoxen to accept the Intergovernmental Affairs, Communications, and Self-Governance April 2022 report, seconded by Marie Summers. Motion carried:

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

**4. Accept the Chief Financial Officer April 2022 report (00:48:53)**

Sponsor: Larry Barton, Chief Financial Officer

Motion by Marie Summers to accept the Chief Financial Officer April 2022 report, seconded by Daniel Guzman King. Motion carried:

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

**5. Accept the Treasurer's March 2022 report (00:49:07)**

Sponsor: Tina Danforth, Treasurer

Motion by Marie Summers to accept the Treasurer's March 2022 report, seconded by Daniel Guzman King. Motion carried:

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

**B. NEW BUSINESS****1. Review application for one (1) vacancy - Audit Committee (00:49:21)**

Sponsor: Lisa Liggins, Secretary

Motion by Marie Summers to accept the discussion regarding the application for the Audit Committee vacancy as information, seconded by Daniel Guzman King. Motion carried:

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

**2. Review application(s) for two (2) vacancies - Oneida Nation Arts Board (00:49:37)**

Sponsor: Lisa Liggins, Secretary

Motion by Marie Summers to accept the discussion regarding the application for the Oneida Nation Arts Board vacancies as information, seconded by Daniel Guzman King. Motion carried:

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

**DRAFT****3. Review resume(s) for one (1) seat - University of Wisconsin Green Bay Council of Trustees (00:49:52)**

Sponsor: Melinda J. Danforth, Director/Intergovernmental Affairs

Motion by Marie Summers to accept the discussion regarding the resumes for the University of Wisconsin Green Bay Council of Trustees vacant seat as information, seconded by Daniel Guzman King. Motion carried:

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

**4. Enter the e-poll results into the record regarding the approved recommendation of the General Manager related to an employment contract provided in the report dated April 15, 2022 (00:50:19)**

Sponsor: Lisa Liggins, Secretary

Motion by Lisa Liggins to enter the e-poll results into the record regarding the approved recommendation of the General Manager related to an employment contract provided in the report dated April 15, 2022, seconded by Marie Summers. Motion carried:

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

*Item VII.C. was re-addressed next.*

**XV. ADJOURN (02:05:20)**

Motion by Daniel Guzman King to adjourn at 12:09 p.m., seconded by Marie Summers. Motion carried:

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

Minutes prepared by Aliskwet Ellis, Information Management Specialist.  
Minutes approved as presented on \_\_\_\_\_.

---

Lisa Liggins, Secretary  
ONEIDA BUSINESS COMMITTEE

Adopt the resolution entitled Additional Emergency Amendments to the Oneida Personnel Policies and...

### Business Committee Agenda Request

1. Meeting Date Requested: 05/11/22

2. Session:

Open     Executive – must qualify under §107.4-1.

Justification: *Choose or type justification.*

3. Requested Motion:

Accept as information; OR

Adopt the resolution titled, Additional Emergency Amendments to the Oneida Personnel Policies and Procedures – Selection Policy

4. Areas potentially impacted or affected by this request:

- Finance
- Law Office
- Gaming/Retail
- Other: Legislative Operating Committee
- Programs/Services
- MIS
- Boards, Committees, or Commissions

5. Additional attendees needed for this request:

- Name, Title/Entity OR Choose from List*
- Name, Title/Entity OR Choose from List*
- Name, Title/Entity OR Choose from List*
- Name, Title/Entity OR Choose from List*

**6. Supporting Documents:**

- |                                                                 |                                                  |                                                         |
|-----------------------------------------------------------------|--------------------------------------------------|---------------------------------------------------------|
| <input type="checkbox"/> Bylaws                                 | <input type="checkbox"/> Fiscal Impact Statement | <input type="checkbox"/> Presentation                   |
| <input type="checkbox"/> Contract Document(s)                   | <input checked="" type="checkbox"/> Law          | <input type="checkbox"/> Report                         |
| <input checked="" 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 checked="" 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: Legislative Analysis |                                                  |                                                         |

**7. Budget Information:**

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

**8. Submission:**


Authorized Sponsor: David P. Jordan, Councilman

Primary Requestor: Clorissa N. Santiago, LRO Senior Staff Attorney



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: May 11, 2022  
 RE: Oneida Personnel Policies and Procedures Emergency Amendments

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Please find the following attached backup documentation for your consideration of emergency amendments to the Oneida Personnel Policies and Procedures:

1. Resolution: Additional Emergency Amendments to the Oneida Personnel Policies and Procedures – Selection Policy
2. Statement of Effect: Additional Emergency Amendments to the Oneida Personnel Policies and Procedures – Selection Policy
3. Oneida Personnel Policies and Procedures Emergency Amendments Legislative Analysis
4. Oneida Personnel Policies and Procedures Emergency Amendments Draft (Redline)
5. Oneida Personnel Policies and Procedures Emergency Amendments (Clean)

#### *Overview*

Emergency amendments to the Oneida Personnel Policies and were adopted by the Oneida Business Committee on November 24, 2021, through the adoption of resolution BC-11-24-21-A to improve the Nation's hiring capacity and service delivery in the tight labor markets that have resulted from the COVID-19 pandemic. The emergency amendments to the Oneida Personnel Policies and Procedures:

- Required that all applications for employment with the Nation be submitted online;
- Eliminated the requirement that a position vacancy be posted twice with the first posting open to enrolled members of the Nation only and the second posting open to the general public;
- Required that applicants who are enrolled members of the Oneida Nation be screened and interviewed prior to any other applicants;
- Allowed for a supervisor to choose between the next two (2) ranked applicants if the first choice refuses the position offer;
- Required an employee who is transferred to continue serving in their present position until a replacement can be found, for a period up to thirty (30) days;
- Removed the requirement that an employee completes one (1) year of service to the Nation before being eligible for a transfer;
- Clarified that an employee shall be required to undergo an original probation period for three (3) months after being hired, transferred, or reassigned to a new position;
- Removed the provision that provided probationary employees be paid at five percent (5%) below the posted pay rate for the position; and
- Made other revisions throughout Section III of the Oneida Personnel Policies and Procedures to simplify and clarify language to make the hiring selection process more efficient.



When discussing the potential six (6) month extension of the emergency amendments to the Oneida Personnel Policies and Procedures the Legislative Operating Committee determined it was necessary to seek additional emergency amendments to the Oneida Personnel Policies and Procedures to clarify inconsistencies that arose as a result of the last emergency amendments. The proposed emergency amendments to the Oneida Personnel Policies and Procedures will maintain the current emergency amendments and also:

- Clarify that termination of an employee for cause during their original probationary period shall not be subject to appeal. *[OPPP Section III.D.1.c]*; and
- Clarify that employees who are terminated during their original probation period shall not be paid for any unused accrued vacation or personal days in their final paycheck. *[OPPP Section IV.A.5.h.2]*.

In accordance with the Emergency Management and Homeland Security law, on March 12, 2020, Chairman Tehassi Hill signed a “Declaration of Public Health State of Emergency” regarding COVID-19 which declared a Public Health State of Emergency for the Nation until April 12, 2020. [3 O.C. 302.8-1]. The Public Health State of Emergency for the Nation has since been extended until May 23, 2022, by the Oneida Business Committee through the adoption of resolutions BC-03-28-20-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, BC-03-10-21-D, BC-05-12-21-A, BC-06-23-21-B, BC-07-28-21-N, BC-09-22-21-A, BC-11-24-21-F, BC-01-12-22-B, and BC-03-23-22-A.

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 the Oneida Personnel Policies and Procedures are necessary for the preservation of the general welfare of the Reservation population. The emergency amendments simplify and clarify the Nation’s hiring selection procedures so they are more effective so that the Nation can improve its hiring capacity and service delivery during increasingly tight labor markets that have resulted from the COVID-19 pandemic.

Additionally, observance of the requirements under the Legislative Procedures Act for the adoption of these amendments would be contrary to public interest. The process and requirements of the Legislative Procedures Act cannot be completed in time to allow the Nation the ability to adequately address its hiring selection procedures in the tight labor markets resulting from the COVID-19 pandemic.

The emergency amendments to the Oneida Personnel Policies and Procedures will become effective immediately upon adoption by the Oneida Business Committee and will remain effective for six (6) months, with the possibility to extend for an additional six (6) months, or until the emergency amendments expire or are permanently adopted. *[1 O.C. 109.9-5(b)]*.

## Requested Action

Approve the Resolution: Additional Emergency Amendments to the Oneida Personnel Policies and Procedures – Selection Policy

# Oneida Nation

Post Office Box 365

Phone: (920)869-2214



Oneida, WI 54155

## BC Resolution # Additional Emergency Amendments to the Oneida Personnel Policies and Procedures – Selection Policy

- 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 Oneida Personnel Policies and Procedures (“the Law”) sets forth the Nation’s various
- 10                  employment related policies and procedures; and
- 11
- 12   **WHEREAS,**   Section III of the Law specifically governs the hiring selection policy for employment with
- 13                  the Nation; and
- 14
- 15   **WHEREAS,**   on November 24, 2021, the Oneida Business Committee adopted emergency amendments
- 16                  to the Law through the adoption of resolution BC-11-24-21-A to improve the Nation’s hiring
- 17                  capacity and service delivery in the tight labor markets that have resulted from the COVID-
- 18                  19 pandemic; and
- 19
- 20   **WHEREAS,**   on March 12, 2020, Chairman Tehassi Hill signed a “Declaration of Public Health State of
- 21                  Emergency” regarding COVID-19 which declared a Public Health State of Emergency for
- 22                  the Nation until April 12, 2020, which was subsequently extended by the Oneida Business
- 23                  Committee until May 23, 2022, through the adoption of the following resolutions: BC-03-
- 24                  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-
- 25                  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
- 26                  BC-03-10-21-D, BC-05-12-21-A, BC-06-23-21-B, BC-07-28-21-N, BC-09-22-21-A, BC-11-
- 27                  24-21-F, BC-01-12-22-B, and BC-03-23-22-A; and
- 28
- 29   **WHEREAS,**   the COVID-19 pandemic interrupted many business operations and had vast effects on
- 30                  employment throughout the country; and
- 31
- 32   **WHEREAS,**   since the emergency amendments to the Law were adopted through resolution BC-11-24-
- 33                  21-A, it became clear that additional emergency amendments to the Oneida Personnel
- 34                  Policies and Procedures would be necessary to clarify inconsistencies that arose as a
- 35                  result of the last emergency amendments; and
- 36
- 37   **WHEREAS,**   additional emergency amendments to the Law are being sought to maintain the current
- 38                  emergency amendments, and provide additional clarifications on the appeal rights and
- 39                  payout of accrued vacation/personal time of a terminated employee in their original
- 40                  probation period, to improve the Nation’s hiring capacity and service delivery in the tight
- 41                  labor markets that have resulted from the COVID-19 pandemic; and
- 42



43 **WHEREAS,** the emergency amendments to the Law will clarify that termination of an employee for  
44 cause during their original probationary period shall not be subject to appeal; and  
45

46 **WHEREAS,** the emergency amendments to the Law will clarify that employees who are terminated  
47 during the original probation period shall not be paid for any unused accrued vacation or  
48 personal days in their final paycheck; and  
49

50 **WHEREAS,** the Legislative Procedures Act authorizes the Oneida Business Committee to enact  
51 legislation on an emergency basis when legislation is necessary for the immediate  
52 preservation of the public health, safety, or general welfare of the Reservation population,  
53 and the adoption of the legislation is required sooner than would be possible under the  
54 Legislative Procedures Act; and  
55

56 **WHEREAS,** the emergency adoption of amendments to this Law are necessary for the preservation of  
57 the general welfare of the Reservation population in order to continue to simplify the  
58 Nation's hiring selection procedures so they are more effective so that the Nation can  
59 improve its hiring capacity and service delivery during increasingly tight labor markets that  
60 have resulted from the COVID-19 pandemic; and  
61

62 **WHEREAS,** observance of the requirements under the Legislative Procedures Act for adoption of the  
63 emergency amendments to this Law would be contrary to public interest and the process  
64 and requirements of the Legislative Procedures Act cannot be completed in time to allow  
65 the Nation the ability to adequately address its hiring selection procedures in the tight labor  
66 markets resulting from the COVID-19 pandemic; and  
67

68 **WHEREAS,** adoption of emergency amendments to this Law would remain in effect for a period of six  
69 (6) months, renewable by the Oneida Business Committee for an additional six (6) month  
70 term; and  
71

72 **WHEREAS,** the Legislative Procedures Act does not require a public meeting or fiscal impact statement  
73 when considering emergency legislation; and  
74

75 **NOW THEREFORE BE IT RESOLVED,** the Oneida Business Committee hereby adopts the emergency  
76 amendments to the Oneida Personnel Policies and Procedures effective immediately.



Oneida Nation  
 Oneida Business Committee  
 Legislative Operating Committee  
 PO Box 365 • Oneida, WI 54155-0365  
[Oneida-nsn.gov](http://Oneida-nsn.gov)



**Statement of Effect**  
*Additional Emergency Amendments to the  
 Oneida Personnel Policies and Procedures – Selection Policy*

**Summary**

This resolution adopts additional emergency amendments to the Oneida Personnel Policies and Procedures.

*Submitted by: Clorissa N. Santiago, Senior Staff Attorney, Legislative Reference Office  
 Date: April 29, 2022*

**Analysis by the Legislative Reference Office**

This resolution adopts additional emergency amendments to the Oneida Personnel Policies and Procedures (“the Law”). The Law sets forth the Nation’s various employment related policies and procedures, with Section III specifically governing the hiring selection policy or employment with the Nation. Additional emergency amendments to the Law are being sought to maintain the current emergency amendments, and provide additional clarifications on the appeal rights and payout of accrued vacation/personal time of a terminated employee in their original probation period, to improve the Nation’s hiring capacity and service delivery in the tight labor markets that have resulted from the COVID-19 pandemic by:

- Clarifying that termination of an employee for cause during their original probationary period shall not be subject to appeal. *[OPPP Section III.D.1.c]*; and
- Clarifying that employees who are terminated during their original probation period shall not be paid for any unused accrued vacation or personal days in their final paycheck. *[OPPP Section IV.A.5.h.2]*.

The Legislative Procedures Act (“the LPA”) was adopted by the General Tribal Council for the purpose of providing a process for the adoption or amendment of laws of the Nation. *[1 O.C. 109.1-1]*. The 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]*. A public meeting and fiscal impact statement are not required for emergency legislation. *[1 O.C. 109.8-1(b) and 109.9-5(a)]*.

In accordance with the Emergency Management and Homeland Security law, on March 12, 2020, Chairman Tehassi Hill signed a “Declaration of Public Health State of Emergency” regarding COVID-19 which declared a Public Health State of Emergency for the Nation until April 12, 2020. *[3 O.C. 302.8-1]*. The Public Health State of Emergency for the Nation has since been extended until May 23, 2022, by the Oneida Business Committee through the adoption of resolutions BC-03-28-20-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, BC-03-10-21-D, BC-05-12-21-A, BC-06-23-21-B, BC-07-28-21-N, BC-09-22-21-A, BC-11-24-21-F,

BC-01-12-22-B, and BC-03-23-22-A. The COVID-19 pandemic interrupted many business operations and had vast effects on employment throughout the country.

The resolution provides that the emergency amendments to this Law are necessary for the preservation of the general welfare of the Reservation population in order to simplify and clarify the Nation's hiring selection procedures so they are more effective so that the Nation can improve its hiring capacity and service delivery during increasingly tight labor markets that have resulted from the COVID-19 pandemic.

Additionally, observance of the requirements under the Legislative Procedures Act for the adoption of this Law would be contrary to public interest and the process and requirements of the LPA cannot be completed in time to allow the Nation the ability to adequately address its hiring selection procedures in the tight labor markets resulting from the COVID-19 pandemic.

The adoption of emergency amendments to this Law will take effect immediately upon adoption by the Oneida Business Committee. The emergency amendments to the Law 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 ONEIDA PERSONNEL POLICIES AND PROCEDURES 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>▪ Provide additional clarification to eliminate inconsistencies that arose as a result of the last emergency amendments through resolution BC-11-24-21-A.                             <ul style="list-style-type: none"> <li>▪ Clarify that termination of an employee for cause during their original probationary period shall not be subject to appeal; and</li> <li>▪ Clarify that employees who are terminated during their original probation period shall not be paid for any unused accrued vacation or personal days in their final paycheck.</li> </ul> </li> <li>▪ Maintain the current emergency amendments which:                             <ul style="list-style-type: none"> <li>▪ Update the Nation’s Personnel Policies and Procedures using current interpretations, language, and technology to minimize the time to hire employees from post to hire in a tight labor market;</li> <li>▪ Remove language stating that knowledge of Oneida culture can be attained only by membership (or eligibility for membership) in the Oneida Nation;</li> <li>▪ Add language to state that the Personnel Commission is directed to comply with the Oneida Personnel Commission Bylaws;</li> <li>▪ Update the applications policy to require all applications for employment vacancies to be submitted online;</li> <li>▪ Change the guidelines for advertising position vacancies to require one posting for position vacancies open to both enrolled Oneida members and the general public;</li> <li>▪ Add guidelines for screening to require applicants who are enrolled members of the Oneida Nation to be screened and interviewed prior to any other applicants;</li> <li>▪ Include a definition for “conflict of interest”;</li> <li>▪ Add language to clarify that no applicant interview shall take place without an HRD Representative present;</li> <li>▪ Revise the selection policy to provide the supervisor with the next two (2) ranked candidates should the supervisor’s first choice refuse the offer;</li> <li>▪ Revise the selection policy to remove requirement of offering chosen candidates the position within five (5) days;</li> <li>▪ Remove the section regarding bidding for internal job postings; and</li> <li>▪ Remove the wage deduction for probationary employees.</li> </ul> </li> </ul>
<b>Purpose</b>	To provide for the Nation’s employee related policies and procedures including recruitment, selection, compensation and benefits, employee relations, safety and health, program and enterprise rules and regulations, and record keeping.

Affected Entities	Oneida Nation employees
Public Meeting	A public meeting is not required for emergency legislation [1 O.C. 109.8-1(b) and 109.9-5(a)].
Fiscal Impact	A fiscal impact statement is not required for emergency legislation [1 O.C. 109.9-5(a)].
Expiration of Emergency Legislation	Emergency legislation expires six (6) months after adoption and may be renewed for an additional six (6) month period.

## 1 SECTION 2. LEGISLATIVE DEVELOPMENT

2 A. **Background.** The Oneida Personnel Policies and Procedures provides the Nation's employee related  
3 policies and procedures including recruitment, selection, compensation and benefits, employee  
4 relations, safety and health, program and enterprise rules and regulations, and record keeping.

5 B. **Emergency Amendments through BC-11-24-21-A.** On August 18, 2021, the Legislative Operating  
6 Committee considered a request for amendments to the Oneida Personnel Policies and Procedures from  
7 the Human Resources Department to address the selection policy in an effort to update the Oneida  
8 Personnel Policies & Procedures using current interpretations, language and technology to improve  
9 minimize the time to hire employees from post to hire in a tight labor market. The Legislative Operating  
10 Committee determined these amendments should be pursued on an emergency basis for the immediate  
11 preservation of the general welfare of the Reservation population. The Oneidas Business Committee  
12 adopted emergency amendments to the Oneida Personnel Policies and Procedures through the adoption  
13 of resolution BC-11-24-21-A to improve the Nation's hiring capacity and service delivery in the tight  
14 labor markets that have resulted from the COVID-19 pandemic. These emergency amendments are set  
15 to expire on May 24, 2022.

16 C. **Additional Emergency Amendments Sought.** When discussing the potential six (6) month extension  
17 of the emergency amendments to the Oneida Personnel Policies and Procedures the Legislative  
18 Operating Committee determined it was necessary to seek additional emergency amendments to the  
19 Oneida Personnel Policies and Procedures to clarify inconsistencies that arose as a result of the last  
20 emergency amendments.  
21

## 22 SECTION 3. CONSULTATION AND OUTREACH

- 23 • Representatives from the following departments or entities participated in the development of this Law  
24 and legislative analysis:
  - 25 ▪ Human Resources Department.
- 26 • The Legislative Operating Committee has held the following work meetings specific to the proposed  
27 additional emergency amendments to this Law:
  - 28 ▪ 11/30/21: Work meeting with HRD.
  - 29 ▪ 12/15/21: LOC Work Session.
  - 30 ▪ 4/20/22: LOC Work Session.

## 31 SECTION 4. PROCESS

32 A. These amendments are being considered on an emergency basis. The Oneida Business Committee may  
33 temporarily enact an emergency law where legislation is necessary for the immediate preservation of  
34

35 public health, safety, or general welfare of the Reservation population and enactment or amendment of  
36 legislation is required sooner than would be possible under this law. [1 O.C. 109.9-5].

- 37 ■ The emergency adoption of amendments to this Law are necessary for the preservation of the  
38 general welfare of the Reservation population in order to simplify the Nation's hiring selection  
39 procedures so they are more effective so that the Nation can improve its hiring capacity and service  
40 delivery during increasingly tight labor markets that have resulted from the COVID-19 pandemic.
- 41 ■ Observance of the requirements under the Legislative Procedures Act for adoption of the  
42 emergency amendments to this Law would be contrary to public interest and the process and  
43 requirements of the Legislative Procedures Act cannot be completed in time to allow the Nation  
44 the ability to adequately address its hiring selection procedures in the tight labor markets resulting  
45 from the COVID-19 pandemic.

46 B. The emergency amendments will expire six (6) months after adoption, with one (1) opportunity for a  
47 six (6) month extension of the emergency amendments. [1 O.C. 109.9-5(b)].

48 C. The Legislative Procedures Act does not require a public meeting or fiscal impact statement when  
49 considering emergency legislation. [1 O.C. 109.9-5(a)]. However, a public meeting and fiscal impact  
50 statement will eventually be required when considering permanent adoption of this Law.

## 51 SECTION 5. CONTENTS OF THE LEGISLATION

52 A. The proposed emergency amendments provide additional clarification to eliminate inconsistencies that  
53 arose as a result of the last emergency amendments through resolution BC-11-24-21-A.

- 54 ■ **Appeal Rights of a Terminated Probationary Employee.** The proposed emergency amendments  
55 to the Law clarify that the termination of an employee for cause during their original probationary  
56 period shall not be subject to appeal. [Section III.D.1.c]. Prior to the emergency amendments made  
57 through resolution BC-11-24-21-A, the Oneida Personnel Policies and Procedures provided that  
58 the termination of a probationary employee for cause was subject to appeal. The emergency  
59 amendments to the Oneida Personnel Policies and Procedures made through resolution BC-11-24-  
60 21-A eliminated the provision which stated that the termination of a probationary employee for  
61 cause was subject to appeal.

- 62 ■ **Effect.** When the emergency amendments made through resolution BC-11-24-21-A eliminated  
63 the provision which stated that the termination of a probationary employee for cause was  
64 subject to appeal, the intent was that these terminations would no longer be subject to appeal.  
65 This emergency amendment created confusion that needed clarification because Section V of  
66 the Law still discussed the appeal rights of *all* employees, so it was not clear that probationary  
67 employees terminated for cause did not have appeal rights. The proposed emergency  
68 amendment to the Law provides the necessary clarification that states the termination of an  
69 employee for cause during their original probationary period shall not be subject to appeal.

- 70 ■ **Non-Payment of Accrued Personal and Vacation Time.** The proposed emergency amendments  
71 to the Oneida Personnel Policies and Procedures clarify that employees who are terminated during  
72 their original probation period shall not be paid for any unused accrued vacation or personal days  
73 in their final paycheck. [Section IV.A.5.h.2]. Prior to the emergency amendments made through  
74 resolution BC-11-24-21-A, the Oneida Personnel Policies and Procedures provided that employees  
75 who are terminated during the probationary period will receive credit for accrued vacation/personal  
76 days in their final paycheck. The emergency amendments to the Oneida Personnel Policies and  
77 Procedures made through resolution BC-11-24-21-A eliminated the provision which stated that  
78



- 79 employees who are terminated during the probationary period will receive credit for accrued  
80 vacation/personal days in their final paycheck.
- 81     ▪ *Effect.* Although the emergency amendments made through resolution BC-11-24-21-A  
82 eliminated the provision which stated that employees who are terminated during the  
83 probationary period will receive credit for accrued vacation/personal days in their final  
84 paycheck, with the intent that employees who are terminated during the probationary period  
85 would no longer receive credit for accrued vacation/personal days in their final pay check, an  
86 inconsistency with Section IV.A.5.h was erroneously created. Section IV.A.5.h of the Oneida  
87 Personnel Policies and Procedures stated that upon termination from Oneida Nation  
88 employment, employees will be paid for any unused personal and/or vacation days. This  
89 provision was inconsistent with the intent of the emergency amendments. The proposed  
90 additional emergency amendments to the Oneida Personnel Policies and Procedures clarifies  
91 that employees who are terminated during their original probation period shall not be paid for  
92 any unused accrued vacation or personal days in their final paycheck. [Section IV.A.5.h.2].
- 93 B. The proposed emergency amendments maintain the current emergency amendments which were  
94 adopted through resolution BC-11-24-21-A and included the following revisions:
- 95     ▪ ***Oneida Preference and Indian Preference Statement of Policy.*** The proposed amendments alter  
96 the language of the Oneida Preference and Indian Preference Statement of Policy to state that a  
97 highly desirable employment characteristic is knowledge of Oneida culture [Section III(A)].  
98 Previously, this section stated that knowledge of Oneida culture can be attained only by  
99 membership (or eligibility for membership) in the Oneida Nation [Section III(A)].
- 100     ▪ *Effect:* Language stating that knowledge of Oneida culture can only be attained by  
101 membership (or eligibility for membership) is removed due to the belief that knowledge of  
102 the Oneida culture may be attained in other ways.
- 103     ▪ ***Hiring Guidelines.*** The proposed emergency amendments add language to state that the  
104 Personnel Commission is directed to comply with the Oneida Personnel Commission Bylaws  
105 [Section III(B)(2)(b)(1)(a)(iii)].
- 106     ▪ *Effect:* The Personnel Commission will comply with the Oneida Personnel Commission  
107 Bylaws to represent the Oneida Community-at-large in the selection of employees of the  
108 Nation.
- 109     ▪ ***Applications.*** The proposed emergency amendments update the policy for applications to require  
110 all applications to be submitted online [Section III(B)(3)(d)(2)]. Previously, hand-delivered  
111 applications were accepted at the HRD Office until 4:30 p.m. on the deadline date [Section  
112 III(B)(3)(d)(2)].
- 113     ▪ *Effect:* Applications for employment vacancies will only be accepted online in order to  
114 minimize the time to hire employees from post to hire in a tight labor market.
- 115     ▪ ***Advertising.*** The proposed emergency amendments change the guidelines for advertising position  
116 vacancies so that there is one posting for position vacancies open to both enrolled Oneida  
117 members and the general public [Section III(B)(2)(e)(2)]. Previously, there were two separate  
118 postings; the first post was limited to enrolled Oneida members and was required to be posted for  
119 a minimum of seven (7) calendar days, and the second post was open to the general public and  
120 was required to be posted for a minimum of ten (10) days [Section III(B)(2)(e)].
- 121     ▪ *Effect.* Only one (1) posting for tribal members and the general public will be required for  
122 position vacancies, unless the position is required to be filled by an enrolled member of the

- 123 Oneida Nation. This will reduce the time that position vacancies are required to be posted,  
124 thus minimizing the time to hire employees from post to hire in a tight labor market. Position  
125 vacancies will now be posted for a minimum of seven (7) calendar days to the general public,  
126 rather than seven (7) calendar days for enrolled Oneida members and an additional ten (10)  
127 calendar days for the general public.
- 128 ▪ **Screening.** The proposed emergency amendments add guidelines for screening so that applicants  
129 who are enrolled members of the Oneida Nation shall be screened and interviewed prior to any  
130 other applicants. If the screening and interviewing of the applicants who are enrolled members of  
131 the Oneida Nation did not result in the position vacancy being filled, then all other applicants may  
132 be screened and interviewed [Section III(B)(2)(f)(1)].
    - 133 ▪ *Effect.* Applicants who are enrolled members of the Oneida Nation will be given priority over  
134 the general public to be screened and interviewed for vacant positions.
  - 135 ▪ **Definition for “Conflict of Interest”.** The proposed emergency amendments include a definition  
136 for “conflict of interest”, as defined in the Conflict of Interest law. Conflict of interest is defined  
137 as: a) Any interest, real or apparent, whether it be personal, financial, political, or otherwise, held  
138 by an elected official, officer, political appointee, employee, consultant, or appointed or elected  
139 member. b) Immediate family members, friends or associates, or any other person with whom they  
140 have contact, that conflicts with any right of the Nation to property, information. c) Any other right  
141 to own and operate activities free from undisclosed competition or other violation of such rights of  
142 the Nation. d) This is not an all-inclusive list [Section III(B)(2)(f)(3)].
    - 143 ▪ *Effect.* The definition for “conflict of interest” is added, as defined in the Conflict of Interest  
144 Law.
  - 145 ▪ **Applicant Interviews.** The proposed emergency amendments add language to state that no  
146 interview shall take place without an HRD Representative present [Section III(B)(2)(g)(2)].
    - 147 ▪ *Effect.* Interviews will not take place without an HRD Representative present to ensure all  
148 procedures are followed.
  - 149 ▪ **Selection.** The proposed emergency amendments change the language of the selection policy to  
150 state that the HRD Office will notify and offer the position to the selected candidate, and should  
151 the supervisor’s first choice refuse the offer, the HRD Office will provide the supervisor with the  
152 next two ranked candidates to choose from [Section III(B)(h)(1)(c)]. The proposed emergency  
153 amendments also remove the requirement to list all newly hired employees in the HR newsletter.  
154 Previously, the policy stated that the HRD Office will notify the selected candidate and offer the  
155 candidate the job within five (5) working days of the selection decision by the supervisor, and  
156 should the supervisor’s first choice refuse the office, the HRD Office will offer the job to the second  
157 ranked candidate [Section III(B)(h)(1)(c)]. All newly hired employees were listed in the HR  
158 newsletter [Section III(B)(h)(4)].
    - 159 ▪ *Effect.* The HRD Office will not be required to offer the chosen candidate the job within five  
160 (5) working days of the selection decision by the supervisor. Should the supervisor’s first  
161 choice refuse the offer, the HRD Office will provide the supervisor with the next two ranked  
162 candidates rather than automatically offering the job to the second ranked candidate.
  - 163 ▪ **Bidding.** The proposed emergency amendments remove the section regarding bidding for internal  
164 job postings. Previously, Oneida Nation employees could bid for transfers by notifying their  
165 immediate supervisor and submitting an Application Form to the HRD Office [Section  
166 III(C)(a)(3)].



- 167           ▪ *Effect.* Employees will not be able to bid for transfers.
- 168           ▪ **Interim Position Reassignments.** The proposed emergency amendments add a section regarding
- 169           interim position reassignments. Interim position reassignments may be processed to fill a position
- 170           in which the previous employee is in the appeals process, on a leave of absence, or for a vacant
- 171           position [Section III(C)(2)(c)(1)].
- 172           ▪ *Effect:* Supervisors may fill vacant positions through interim position reassignments.
- 173           ▪ **Status as a Probationary Employee.** The proposed emergency amendments eliminate the wage
- 174           deduction for probationary employees. The proposed amendments also eliminate the section stating
- 175           that employees who are terminated during the probation period will receive credit for accrued
- 176           vacation/personal days in their final paycheck. Previously, employees were paid at five percent
- 177           (5%) below the posted pay rate for the position during their probationary period [Section
- 178           III(D)(b)(a)]. New employees hired under a negotiated salary received a salary one step below the
- 179           agreed upon salary during the probationary period [Section III(D)(b)(a)(1)]. Employees who were
- 180           terminated during their probationary period received credit for accrued vacation/personal days
- 181           during their final paycheck [Section III(D)(3)(b)].
- 182           ▪ *Effect.* Employees will receive their full wage during their probationary period. Employees
- 183           that are terminated during their probationary period will not receive credit for accrued
- 184           vacation/personal days in their final paycheck.
- 185           ▪ **Minor Drafting Changes.** Minor drafting and formatting changes have been made throughout the
- 186           Personnel Policies and Procedures including the following:
- 187           ▪ References to “American Indian Nation” were changed to “federally recognized tribe”;
- 188           ▪ The section on conflict of interest and nepotism was moved to later in the document;
- 189           ▪ Some references to the “HRD Manager” were changed to “HR Representative”;
- 190           ▪ Internal HR information that was not needed for an employee manual was removed;
- 191           ▪ Some references to “will” were changed to “shall”;
- 192           ▪ A reference to “tribal employees” were changed to “employees of the Nation”;
- 193           ▪ Inquiries to job applications were updated so that they would be responded to with an
- 194           application and/or resume rather than an application form;
- 195           ▪ The section on advertising was reformatted;
- 196           ▪ Some references to “candidates” were changed to “applicants”; and
- 197           ▪ References to “transferred or promoted” were changed to “job reassigned”.

198

199 **SECTION 6. EXISTING LEGISLATION**

200 A. **Related Legislation.** The following laws of the Nation are related to the emergency amendments to this

201 Law:

- 202           ▪ **Legislative Procedures Act.** The Legislative Procedures Act was adopted by the General Tribal
- 203           Council on January 7, 2013, for the purpose of providing a standard process for the adoption
- 204           of laws of the Nation which includes taking into account comments from members of the
- 205           Nation and input from agencies of the Nation. [1 O.C. 109.1-1, 109.1-2].
- 206           ▪ The Legislative Procedures Act provides a process for the adoption of emergency
- 207           legislation when the legislation is necessary for the immediate preservation of the
- 208           public health, safety, or general welfare of the Reservation population and the
- 209           enactment or amendment of legislation is required sooner than would be possible under
- 210           this law. [1 O.C. 109.9-5].

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- The Legislative Operating Committee is responsible for first reviewing the emergency legislation and for forwarding the legislation to the Oneida Business Committee for consideration. [1 O.C. 109.9-5(a)].
  - The proposed emergency legislation is required to have a legislative analysis completed and attached prior to being sent to the Oneida Business Committee for consideration. [1 O.C. 109.9-5(a)].
    - a. A legislative analysis is a plain language analysis describing the important features of the legislation being considered and factual information to enable the Legislative Operating Committee to make informed decisions regarding legislation. A legislative analysis includes a statement of the legislation’s terms and substance; intent of the legislation; a description of the subject(s) involved, including any conflicts with Oneida or other law, key issues, potential impacts of the legislation and policy considerations. [1 O.C. 109.3-1(g)].
  - Emergency legislation does not require a fiscal impact statement to be completed or a public comment period to be held. [1 O.C. 109.9-5(a)].
  - Upon the determination that an emergency exists the Oneida Business Committee can adopt emergency legislation. The emergency legislation becomes effective immediately upon its approval by the Oneida Business Committee. [1 O.C. 109.9-5(b)].
  - Emergency legislation remains in effect for a period of up to six (6) months, with an opportunity for a one-time emergency law extension of up to six (6) months. [1 O.C. 109.9-5(b)].
  - Adoption of these proposed emergency amendments would conform with the requirements of the Legislative Procedures Act.

## SECTION 7. OTHER CONSIDERATIONS

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- A. **Deadline for Permanent Adoption of Legislation.** The adoption of emergency amendments to the Oneida Personnel Policies and Procedures will expire six (6) months after adoption. The emergency legislation may be renewed for an additional six (6) month period.
    - *Conclusion:* The Legislative Operating Committee will need to determine if the adoption of these amendments is necessary on a permanent basis, and if so, develop the permanent amendments to the Oneida Personnel Policies and Procedures within the next six (6) to twelve (12) months.
  - B. **Fiscal Impact.** A fiscal impact statement is not required for emergency legislation.
    - Under the Legislative Procedures Act, a fiscal impact statement is required for all legislation except emergency legislation [1 O.C. 109.6-1].



ONEIDA NATION  
PERSONNEL POLICIES AND PROCEDURES MANUAL

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**SECTION I – INTRODUCTION**

Welcome to the Oneida Nation. We are pleased to have you join us as a partner on a team of individuals dedicated to providing quality service that enhances the quality of life of the Oneida community. The role you play in your position is important to the overall effort required by your department to meet the goals and objectives of the Oneida Nation. We encourage you to take advantage of the opportunities presented to you, as an employee, to grow and develop both personally and professionally.

The purpose of this "Employee Manual" is to provide you with a ready source of information about employee related Oneida Nation policies and procedures. Although we have tried to make this manual as comprehensive as possible; it does not, and cannot, include policies which address every situation that may arise. The Oneida Nation reserves the right to modify, alter, change or cancel existing policies and procedures or adopt new procedures and policies at any time.

The policies and procedures set forth in this manual apply to all employees. As an employee of the Oneida Nation, you are required to know and abide by these policies and procedures. Oneida Nation departments may have specific and additional procedures enhancing the general policies stated in this manual. Each employee is expected to learn his/her department’s procedures and comply with them. In the event of any conflict between policies in this manual and departmental procedure, the policies in this manual supersede. Each employee is also expected to conform to the professional standards of his/her occupation. Questions regarding this manual, or any employee related policies, should be directed to your supervisor, department head, or to the Human Resources Department at (920) 496-7900.

The Oneida Nation is proud to have you on our staff and we look forward to a fulfilling and successful team relationship.

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77 **SECTION II - RECRUITING**

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79 **A. RECRUITING**

## 80 1. Recruiting Strategy

81 a. The Oneida Nation shall implement a Recruiting Strategy to increase the potential for  
82 hiring the best-qualified and most capable employees possible.83 1) The Recruiting Strategy shall target, as the first priority, applicants in accordance  
84 with the Oneida and Indian Preference Policy.

85 2) The Recruiting Strategy shall have a nationwide focus and will use:

86 a) The Kalihwisaks (national distribution);

87 b) The Oneida Higher Education Office's network of post-secondary school  
88 students;

89 c) Local and regional media and public employment agencies.

## 90 2. Applicant Pool

91 a. The Oneida Nation shall establish and maintain an Applicant Pool consisting of  
92 individuals who have expressed an interest in working for the Oneida Nation.

93 1) The Applicant Pool will consist of files containing:

94 a) An Oneida Nation Application Form;

95 b) A summary of career goals and job preferences.

96 2) The Applicant Pool will be regularly reviewed to:

97 a) Update individual files;

98 b) Remove files where indicated.

99 3) The Applicant Pool will be cross-referenced by job preferences.

100 a) Notices of job vacancies and an Application Form will be sent to all Applicant  
101 Pool members as appropriate.102 4) All Applicant Pool members shall have the right to review and update their file  
103 upon request.104 5) Applicant Pool members shall be apprised of the Nation's Indian Preference  
105 Policy.

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107 **B. LABOR POOLS**108 1. Supervisors that wish to establish a job classification as a Labor Pool Position will work  
109 with the HRD to establish the job classification.110 2. Each Labor Pool Position shall be advertised as on-going recruitment pool. The HRD shall  
111 maintain an updated list of qualified candidates for each Labor Pool Position.112 3. The HRD will accept all job applications and verify that each applicant is qualified  
113 according to the established job description. All qualified applicants will then be placed  
114 in a pool according to the Nation's Oneida and Indian Preference Policy and the date the  
115 application was received. All applicants will be notified of acceptance into or rejection  
116 from the pool.117 a. **PRESCREENING OF LABOR POOL POSITIONS** [\(HR Interpretation 11-13-12\)](#) Applicants who  
118 were previously employed by the Oneida Nation and were terminated for reasons of  
119 misconduct or performance issues will be screened out for a period of twelve (12)  
120 months following the date of discharge.

121 4. The HRD will keep an updated list of qualified applicants for each job position.

122 5. When a vacancy occurs in a Labor Pool Position, the supervisor will notify the HRD of the  
123 position to be filled. The HRD Office shall then refer the top three (3) applicants to the

- 124 immediate supervisor. The top three applicants shall be based first on the Oneida and  
 125 Indian Preference Policy and, second, the date an application was received. The  
 126 immediate supervisor will notify the HRD of their selection and the HRD will then offer  
 127 the position to the applicant. After the position is filled, all ranked candidates will move  
 128 up on the list. [\(HR Interpretation 7-11-13\)](#)
- 129 6. If the applicant refuses the position, the HRD Office will then offer it to the next applicant  
 130 until the position is filled.
- 131 7. If the applicant refuses the job, the applicant may withdraw from the Labor Pool or, if he  
 132 or she declines to withdraw from the Labor Pool, the date of refusal will be considered  
 133 the date the application was received and the applicant will be placed in the Labor Pool  
 134 list according to B.3.
- 135 8. Indian (Oneida) Preference will be adhered to in all hiring decisions.

### 137 C. EMERGENCY/TEMPORARY POSITIONS

- 138 1. The HRD will periodically recruit individuals who are interested in filling temporary  
 139 positions which consist of the following classifications:
- 140 a. Emergency/Temp  
 141 b. Limited Term  
 142 c. Seasonal  
 143 d. Substitute/Relief  
 144 e. Youth Worker  
 145 f. Student/Intern
- 146 2. Creation of Positions
- 147 a. Creation of positions in the above Temporary Employee Classifications will require  
 148 that these positions be budgeted for the current fiscal year, or proof through  
 149 documentation that the budget is adequate to incorporate these positions.
- 150 b. The positions must be developed in conjunction with the HRD; assuring that all  
 151 Policies and Procedures are adhered to. Creation of temporary classification requires  
 152 the approval of the Director, Area Manager, and HRD Manager, or elected official of  
 153 the Oneida Nation.
- 154 c. All newly created temporary positions must be processed through the Wage and  
 155 Salary system before a position can be filled with a temporary employee.
- 156 3. Recruitment/Selection
- 157 a. Recruitment/selection of applicants for all temporary positions requires a completed  
 158 Temporary Personnel Requisition form with an updated job description attached.
- 159 b. The HRD will provide a list of qualified candidates according to the job descriptions  
 160 to the immediate supervisor. The immediate supervisor will select from the approved  
 161 list adhering to Indian Preference.
- 162 c. The HRD will contact the selected candidate and offer the position, following the  
 163 proper procedures to put the incumbent on payroll.
- 164 d. The selected candidate will sign a statement accepting conditions of temporary  
 165 employment, and length of employment where applicable.
- 166 e. Temporary employees will be paid within the Grade in which the job is classified and  
 167 salary will be negotiated within the first three (3) steps of respective grade.
- 168 1) Any negotiated salary beyond step three will require written justification and  
 169 approval from the respective General Manager. [\(H.R. Interpretation, 12-8-16\)](#)
- 170 f. Temporary employees are welcome to apply for any regular position within the  
 171 Nation that becomes available during the term of their employment.
- 172 g. Temporary employees that are terminated due to documented cause will have the  
 173 right to the appeal process as outlined in the Personnel Policies and Procedures.

- 174 h. All temporary employees are subject to lay-off based upon department job needs
- 175 and budgets. [\(HR Interpretation – 11-25-13\)](#)
- 176 i. Supervisors are required to do proficient planning within their respective span of
- 177 control; as such they must also enforce separation dates and will be monitored by
- 178 HRD for compliance.
- 179 j. Supervisors must select the most appropriate category of classification for the job.
- 180 1) Moving from one classification to another is prohibited.
- 181 4. Benefits
- 182 a. The following employee classifications will be eligible for benefits as defined in the
- 183 section of the Personnel Policies and Procedures as medical, dental, vacation and
- 184 personal accrual, holiday pay, premium pay.
- 185 1) Limited Term
- 186 2) Seasonal
- 187 b. The following employee classifications will be eligible for benefits as defined in this
- 188 section of the Personnel Policies and Procedures as Mandatory Benefits and Holiday
- 189 pay.
- 190 1) Emergency/Temporary
- 191 2) Substitute/Relief
- 192 3) Seasonal Worker (only during their first season)
- 193 c. The following employee classifications will be eligible for benefits as defined in this
- 194 section of the Personnel Policies and Procedures as Mandatory Benefits.
- 195 1) Youth Worker
- 196 2) Student/Intern

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221 **SECTION III – SELECTION POLICY**

222

223 **A. ONEIDA PREFERENCE AND INDIAN PREFERENCE STATEMENT OF POLICY**

224 Federal policy since 1834 accords hiring preference to Indians. The purpose of this  
 225 preference is threefold: 1) to give Indians a greater participation in self-government; 2)  
 226 to further the Government's trust obligation; and 3) to increase the positive effect of  
 227 having Indians administer matters that affect Indian tribal life. (GTC Resolution – 5-23-11-A)

228

229 More recently, legislation such as the Civil Rights Act (1964) and the Education  
 230 Amendments of 1972 (passed after the Equal Employment Opportunity Act) continued  
 231 to specifically provide for preferential hiring of Indians by Indian Nations.

232

233 As an employer, the Nation seeks to employ individuals who possess the skills, abilities  
 234 and background to meet the employment needs of the Nation.

235

236 As a sovereign Indian Nation and a unique cultural group, the Oneida Nation has  
 237 determined that a highly desirable employment characteristic is knowledge of Oneida  
 238 culture ~~that can be attained only by membership (or eligibility for membership) in the Oneida~~  
 239 ~~Nation.~~ Further, the Nation recognizes the unique, shared culture of Native American  
 240 Indians and has determined that a desirable employment characteristic is status as a  
 241 member ~~of an American Indian Nation~~ or descendant of a federally recognized tribe. At a  
 242 minimum, the Nation has determined that some knowledge of Indian culture is a  
 243 desirable employment characteristic.

244

245 Accordingly, the Oneida Nation establishes the following policy in regard to Indian  
 246 Preference for selecting employees to provide services that meet the needs of the  
 247 Oneida people. ~~This Indian Preference policy shall be specific to staffing decisions made~~  
 248 ~~under the Personnel Policies and Procedures and shall not be construed to have an~~  
 249 ~~application outside of these policies and procedures.~~

250

251 The Oneida Nation is an equal employment opportunity employer and follows non-  
 252 discriminatory policies and procedures in personnel decisions. (HR Interpretation 5-19-14)

253

254 ~~However, the~~The Oneida Nation exists to serve the needs of the Oneida people and  
 255 therefore accords Oneida Preference to enrolled members of the Oneida Nation  
 256 ~~Members~~ where such preference is not otherwise prohibited. All General Managers and  
 257 top administrative positions, as defined by HRD in a standard operating procedure, shall  
 258 be held by enrolled ~~Tribal~~ members of the Oneida Nation. In all other instances, the  
 259 Nation applies the following priorities of Indian Preference in staffing decisions:

259

1 Enrolled members of the Oneida ~~Tribal member~~ Nation;

260

2 ~~Oneida Indians~~ Individuals eligible for enrollment in the Oneida Nation;

261

3 Documented first generation descendants of the Oneida ~~descendant~~ Nation;

262

4 ~~Other Native American Indian~~;

263

4 Members or descendants of a federally recognized tribe;

264

5 Other (non-Indian). (HR Interpretation – 6-24-11)

265 This policy ~~will~~shall apply in decisions where the basic requirements for employment are  
266 met.

267  
268 B. HIRING PROCEDURE

269 1 Statement of Policy

- 270 a. The Oneida Nation is an equal employment opportunity employer and follows
- 271 nondiscriminatory policies in hiring.
- 272 b. The Oneida Nation is a firm advocate of the 1964 Civil Rights Act (as amended) and
- 273 the 1968 Indian Civil Rights Act (as amended) and will make every effort to ensure
- 274 compliance with each Act; however:
- 275 c. The Oneida Nation follows the principles of Indian Preference in the implementation
- 276 of hiring practices (see the Oneida Preference and Indian Preference Statement of
- 277 Policy).

278 ~~2. The members~~Hiring Guidelines

279 ~~d. All Supervisors~~ of the ~~Personnel Commission and all~~ Oneida Nation ~~employees who~~  
280 ~~supervise other Oneida Nation employees~~ shall undergo periodic training in EEO  
281 and ~~Tribal laws, rules, and regulations.~~

- 282 ~~1) Training will be knowledge and skills based~~
- 283 ~~2) All Personnel Commission members and Tribal supervisors will undergo periodic~~
- 284 ~~re-training in EEO and Tribal laws, rules and regulations~~

285 ~~e.a. No person shall be recommended for a position if a conflict of interest or~~  
286 ~~nepotism is created. Nepotism is created by the following relationships: (HR~~  
287 ~~Interpretation 08-13-12)~~Nation.

- 288 a) Father \_\_\_\_\_ i) Father-in-law
- 289 b) Mother \_\_\_\_\_ j) Mother-in-law
- 290 c) Husband \_\_\_\_\_ k) Brother-in-law
- 291 d) Wife \_\_\_\_\_ l) Sister-in-law
- 292 e) Brother \_\_\_\_\_ m) Son-in-law
- 293 f) Sister \_\_\_\_\_ n) Daughter-in-law
- 294 g) Son \_\_\_\_\_ o) Grandparent
- 295 h) Daughter \_\_\_\_\_ p) Grandchild

296 ~~3. Hiring Procedures~~

297 a. ~~HRD Office Responsibilities~~

298 ~~1) Unless specifically noted, the HRD Office will have responsibility for~~  
299 ~~implementing the policies and procedures guiding the selection of Tribal~~  
300 ~~employees.~~

301 b. Personnel Commission Role

302 1) The Oneida Nation established the Personnel Commission to represent the  
303 Oneida Community-at-large in the selection of ~~tribal~~ employees of the Nation.

- 304 a) The Personnel Commission is directed to:
- 305 i. Seek out the best-matched applicants for each available position;

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- 306 ii. Consider only job-related factors (such as education, experience, past job  
 307 performance, skills and abilities, and compatibility with the position and  
 308 potential co-workers) when selecting candidates; and  
 309 iii. Comply with the Oneida Personnel Commission Bylaws.
- 310 c. Identification of Vacancies and Development of Job Position Descriptions (Work Standard,  
 311 11-16-11)
- 312 1) Supervisors may inform the HRD Office of pending vacancies as soon as they are  
 313 identified.
- 314 2) For new and existing positions, the HRD Manager (or designate), Representative,  
 315 the supervisor and the Area Manager (at his/her/their option) will/shall review the  
 316 job position description to ensure compliance with:  
 317 a) The Nation's job employment structure; and  
 318 b) The needs and requirements of the job.
- 319 3) For new positions, the HRD Manager, the appropriate Area Manager, and the  
 320 supervisor shall develop the job description. (HR Interpretation, 12-8-16)  
 321 a) The new job description shall conform to the Oneida Nation job structure.  
 322 b) The new job description will be reviewed by the General Manager position.
- 323 4) All job position descriptions shall contain/follow the following information:  
 324 a) Job title, division/department, location, supervisor's title;  
 325 b) Posting date, application deadline, preferred starting date, date of job,  
 326 description review;  
 327 c) Pay level (grade, step, hourly rate);  
 328 d) A brief job summary;  
 329 e) Duties and responsibilities;  
 330 f) Qualifications;  
 331 g) Inquiry address;
- 332 h) 3) Statement of compliance with EEO and Indian Preference policies outlined  
 333 structure.
- 334 d. Applications
- 335 1) All inquiries for job position vacancies will/shall be responded to with an Oneida  
 336 Nation Application Form which will consist of: application.  
 337 a) Job vacancy title;  
 338 b) Applicant biographical data;  
 339 c) A request for a resume (where applicable).
- 340 2) The Application Form shall be accompanied by a Statement of Policy regarding  
 341 Oneida Preference and Indian Preference.
- 342 2) Hand-delivered applications will be accepted at the HRD Office until 4:30 p.m. on  
 343 the deadline date; mailed All applications shall be submitted online.
- 344 3) All applications must be postmarked on or before the deadline date.
- 345 4) 3) All applications will/shall be acknowledged.
- 346 e. Advertising
- 347 1) Position vacancies will/shall be advertised as widely as possible including.  
 348 Advertising efforts may include, but not be limited to the following:

- 349 a) The Kalihwisaks;
- 350 b) The Oneida Nation website;
- 351 c) Oneida Nation social media platforms;
- 352 d) Electronic communications or alerts;
- 353 e) Mailings;
- 354 ~~b)f)~~ Statewide, through print and electronic media and public employment
- 355 agencies;
- 356 ~~e)g)~~ Through targeted recruiting efforts including:
- 357 ~~i. Major metropolitan areas (i.e. Milwaukee, Chicago, Minneapolis, etc.)~~
- 358 ~~ii.~~ The Bureau of Indian Affairs;
- 359 ~~iii.~~ ii. The Oneida Higher Education Office.
- 360 ~~d)h)~~ Other postings targeted toward special recruiting categories (such as
- 361 professions) shall be carried out at the discretion of ~~the~~ HRD ~~Office~~ with the
- 362 advice and consent of the affected department.
- 363 ~~2) Unless otherwise prohibited by external grant source or federal law, the first~~
- 364 ~~posting for a~~ position vacancy shall be ~~limited to enrolled Oneida members~~
- 365 ~~and shall be~~ posted for a minimum of seven (7) calendar days.
- 366 ~~3)2) The second posting for a position vacancy shall be posted for a minimum of ten~~
- 367 ~~(10) calendar days~~ and shall be open to the general public, unless the position
- 368 ~~must~~ is required to be filled by an enrolled Oneida Nation member. ~~—(HR~~
- 369 ~~Interpretation 8-9-11)~~
- 370 ~~4)3) All vacancies requiring re-posting shall be referred back to B-2.c (Identification of~~
- 371 ~~Vacancies and Development of~~ Job Position description) to begin the re-posting
- 372 process.
- 373 f. ~~Screening of Applicants~~ ~~(HR Interpretation 11-16-12)~~ ~~(HR Interpretation 10-22-12)~~
- 374 1) Applicants who are enrolled members of the Oneida Nation shall be screened
- 375 and interviewed prior to any other applicants. If the screening and interviewing
- 376 of the applicants who are enrolled members of the Oneida Nation did not result
- 377 in the position vacancy being filled, then all other applicants may be screened
- 378 and interviewed.
- 379 ~~4)2) \_\_\_\_\_~~ A Screening Committee consisting of the HRD ~~Manager (or~~
- 380 ~~designate), Representative,~~ the position supervisor, the Area Manager (at
- 381 ~~his/her~~ their option), and a member of the Personnel Commission shall be
- 382 convened to conduct the screening of applicants. The Screening process ~~will~~ shall
- 383 begin as soon as practical following the closing of the position. ~~This~~ The
- 384 Screening Committee ~~will~~ shall:
- 385 a) Verify that all applications ~~are complete, are accurate and~~ were submitted on
- 386 time.
- 387 ~~i.)~~ Applications that are incomplete, ~~inaccurate,~~ or were not submitted on or
- 388 before the posted deadline date may be screened out.
- 389 ~~b) c)~~ Analyze the job position description to establish screening criteria. These
- 390 criteria ~~will~~ shall include qualifications listed on the job position description

- 391 determined by the supervisor and ~~Area Manager~~HRD Representative to be
- 392 essential to the job position. (T.O.E. WS - 5-6-13)
- 393 e) ~~Screen verified applications~~
- 394 d) Recommend and identify a list of applicants to be interviewed.
- 395 2) ~~The HRD Office shall notify screened out~~Ensure there are no applicants ~~within~~
- 396 ~~five (5) working days after the initial screening and reserve these applications in~~
- 397 ~~the general recruiting pool.~~
- 398 3) ~~The HRD Office will arrange~~ineligible for interview employment with the listed
- 399 candidates.
- 400 g. ~~Candidate Interviews~~
- 401 ~~1) e) An Interview Committee will be convened and will consist of the members of~~
- 402 ~~the Screening Committee except that the HRD Manager will be~~
- 403 ~~replaced~~Nation due to termination or resignation in accordance with a
- 404 second member of the Personnel Commission. The Interview Committee
- 405 will: the applicable standard operating procedure developed by HRD.
- 406 3) ~~Construct~~No person shall be recommended for a position if nepotism is created.
- 407 Nepotism is created by the following relationships that are created by birth,
- 408 marriage, or through another legally recognized means:
- 409 a) Spouse;
- 410 b) Child;
- 411 c) Parent;
- 412 d) Sibling;
- 413 e) Grandparent;
- 414 f) Great-grandparent;
- 415 g) Grandchild; and
- 416 h) Guardian.
- 417 4) No person shall be recommended for a position if a conflict of interest is created.
- 418 Conflict of interest is defined as:
- 419 a) any interest, real or apparent, whether it be personal, financial, political, or
- 420 otherwise, in which an elected official, officer, political appointee, employee,
- 421 contractor, or appointed or elected member, or their immediate family
- 422 members, friends or associates, or any other person with whom they have
- 423 contact, have that conflicts with any right of the Nation to property,
- 424 information, or any other right to own and operate activities free from
- 425 undisclosed competition or other violation of such rights of the Nation.
- 426 b) any financial or familial interest an elected official, officer, political appointee,
- 427 employee, contractor, or appointed or elected member or their immediate
- 428 family members may have in any transaction between the Nation and an
- 429 outside party
- 430 ~~4) 5) The HRD Representative and supervisor shall construct~~ an interview format
- 431 consisting of:
- 432 ~~1) a) A set of questions related to the screening criteria qualifications; and~~



- 433            ~~ii.)~~ An interview rating scale designed to objectively evaluate each  
 434            ~~candidate's~~ applicant's qualifications.
- 435            6) The HRD Office shall arrange for interviews with the listed applicants.
- 436            g. Applicant Interviews
- 437            ~~b) 1)~~ 1) An Interview ~~candidate's~~ Committee shall be convened consisting of the  
 438            members of the Screening Committee and a second member of the Personnel  
 439            Commission. The Interview Committee shall interview applicants and evaluate  
 440            each individually.
- 441            2) No interview shall take place without an HRD Representative present.
- 442            ~~2) 3)~~ 3) The HRD ~~Manager (or designee) will~~ Representative shall total the  
 443            evaluation rating scale to rank order of the ~~candidate's~~ applicants.
- 444            h. Selection (HR Interpretation - Disqualification of Applicant 10-24-13)
- 445            1) The supervisor shall select one of the top two (2) ~~candidate's~~ applicants as ranked  
 446            through the rating scale. (HR Interpretation - 10-17-12)
- 447            a) The supervisor may conduct an additional ~~personal~~ follow-up interview with  
 448            the top two (2) ~~candidate's~~ applicants.
- 449            b) The selection decision shall be governed by the Oneida Preference and  
 450            Indian Preference Policy. (HR Interpretation - 6-6-11)
- 451            c) The HRD Office ~~will~~ shall notify ~~the selected candidate~~ and offer the  
 452            ~~candidate the job within five (5) working days of the selection decision by~~  
 453            ~~the supervisor.~~ position to the selected applicant.
- 454            i. Should the supervisor's first choice refuse the offer, the HRD Office ~~will~~  
 455            ~~offer~~ shall provide the ~~job to supervisor with~~ the ~~second~~ next two (2)  
 456            ranked ~~candidate~~ applicants to choose from.
- 457            ~~2) ii.~~ ii. Should ~~both of the top two ranked candidates (2) chosen applicants~~  
 458            refuse the ~~job~~ position offer, the supervisor may:
- 459            ~~a) 1.~~ 1. Repeat the ~~hiring selection~~ process outlined in B.2.h.1. above with  
 460            the remaining candidates; or
- 461            ~~b) 2.~~ 2. Re-post the position.
- 462            ~~3) 2)~~ 2) The HRD Office ~~will~~ shall notify those ~~candidate's~~ applicants interviewed but not  
 463            selected of the decision ~~to hire the best qualified candidate.~~
- 464            ~~4) All newly hired employees will be listed in the HR newsletter.~~
- 465
- 466            TRANSFERS AND PROMOTIONS POLICY
- 467            C. INTERNAL POSITION POSTING - The Oneida Nation encourages ~~transfers and~~  
 468            ~~promotions~~ movement within and among units in order to make the best possible use of  
 469            human resources to meet ~~the~~ Oneida ~~Nation~~ Nation's goals and objectives. Supervisors and  
 470            employees are encouraged to work together to create an environment in which employees  
 471            constantly strive to improve their skills and abilities and ~~mangers~~ managers constantly seek  
 472            to provide challenging and rewarding work experiences.
- 473            1. Procedure
- 474            a. Internal Position Posting ~~and Bidding~~

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- 475 1) Open positions as determined by a supervisor and ~~his/her~~their Area Manager  
 476 ~~will~~may be posted internally for a position transfer for a minimum of five (5)  
 477 working days. ~~This internal posting will be concurrent with the external (public)~~  
 478 ~~posting of positions.~~
- 479 a) ~~Positions will be posted in prominent locations in each Oneida Nation~~  
 480 ~~building~~
- 481 2) ~~Oneida Nation employees may bid for transfers by notifying their immediate~~  
 482 ~~supervisor and submitting an Application Form to the HRD Office.~~
- 483 a) ~~The HRD Manager will inform all affected Area Managers of each transfer~~  
 484 ~~bid.~~
- 485 3)2) At the end of the five (5) day minimum internal posting period, the HRD  
 486 ~~Manager will~~ Representative shall schedule a ~~conference~~screening with the  
 487 open position's supervisor and the Area Manager: ~~(at their option).~~
- 488 a) ~~The conference committee will consist of the supervisor, the Area Manager~~  
 489 ~~and the HRD Manager (or designate) acting as this Committee will:~~
- 490 i. ~~Establish selection criteria; and~~  
 491 ii. ~~Review each bid.~~
- 492 b) ~~The Committee may select the best qualified applicant but is not required to~~  
 493 ~~choose an applicant to fill the open position from those employees who~~  
 494 ~~have submitted an application for a transfer or promotion.~~
- 495 c) ~~If the Committee does not fill the position from the transfer/promotion~~  
 496 ~~process, the process will continue through the full advertising, screening and~~  
 497 ~~interview steps.~~
- 498 i. ~~Any decision will be governed by the Indian Preference Policy.~~
- 499 4)3) Employees who are transferred ~~or promoted will~~ shall not lose any benefits;  
 500 however:
- 501 a) An employee may be required to continue serving in ~~his/her~~their present  
 502 position until a replacement can be found; for a period up to thirty (30) days.
- 503 b) An employee who is transferred to a position lower on the Oneida Nation  
 504 ~~Job~~Position Structure ~~will~~shall be paid at the grade level corresponding to  
 505 the new position;.
- 506 c) ~~An employee must have completed one year of service to the Nation before~~  
 507 ~~being eligible for a promotion or transfer (requests~~Requests for transfers for  
 508 documented medical conditions will be handled on a case-by-case basis  
 509 and only when in the best interests of both the employee and the Nation);.
- 510 d) ~~The newly transferred or promoted employee shall be required to complete~~  
 511 a three (3) month probation period ~~fall~~ All conditions of the Nation's  
 512 Original Probation Policy shall apply;.
- 513 b. ~~Applicant Pool Process~~
- 514 1) ~~New and vacant positions will be advertised through the Tribal Applicant Pool.~~
- 515 2) ~~The job description will be sent to persons whose applications are maintained in~~  
 516 ~~the Applicant Pool.~~



517 a) ~~The Tribal Applicant Pool will consist of open (unspecified) applications from~~  
 518 ~~Tribal members who wish to be considered for employment by the Nation.~~  
 519 ~~b)d) Advertising through the Tribal Applicant Pool will follow the format and~~  
 520 ~~time conditions set forth in the Hiring Policy during that period.~~

521 2. Reassignments

522 a. Title Reassignments

523 1) Title Reassignments may be made by supervisors to:

524 a) More accurately describe or define an existing ~~job position~~; or

525 b) Make minor adjustments in ~~jobs positions~~ within a unit or operating division.

526 2) Title Reassignments may be made at any time with the approval of the Area  
 527 Manager and HRD ~~Manager~~ Representative.

528 b. ~~Job Position~~ Reassignments

529 1) ~~Job Position~~ Reassignments may be made by supervisors to make more efficient  
 530 and effective use of human resources.

531 2) ~~Job Position~~ Reassignments may be supervisor-initiated or employee-initiated but  
 532 must be made in the best interests of the operating unit.

533 3) ~~Job Position~~ Reassignments may be made at any time with the approval of the  
 534 Area Manager and ~~after a review of each affected job by the Personnel~~  
 535 ~~Evaluation Committee~~ HRD Manager.

536 ~~c. Interim Job Reassignments (Work Standard 7-11-13)~~

537  
 538 c. Interim Position Reassignments.

539 1) Interim position reassignments may be processed to fill a position in which the  
 540 previous employee is in the appeals process, on a leave of absence, or for a  
 541 vacant position.

542 D. ORIGINAL PROBATION

543 ~~1.~~ The first three (3) months after an employee's starting date after being hired,  
 544 transferred, or reassigned shall be considered a period of probation. At the end of six  
 545 (6) weeks, the employee's performance shall be reviewed with ~~him/her/them~~ by the  
 546 supervisor by completing an employee evaluation.

547 ~~a.~~ At the end of the three-month probation period, a second performance evaluation  
 548 will/shall be conducted. This evaluation will/shall recommend the end of probation and regular  
 549 status for the employee, an extension of probation, or termination for cause.

550  
 551 ~~2.1.~~ Status as a Probationary Employee

552 ~~a.~~ Probationary employees will be paid at five percent (5%) below the posted pay rate  
 553 for the position.

554 ~~1.)~~ New employees hired under a negotiated salary will receive a salary one step  
 555 below the agreed upon salary during the probationary period.

556 ~~b.a.~~ Probationary employees will/shall accrue vacation ~~and~~ personal days during the  
 557 probation period and will/shall receive holiday pay.

559 b. Probationary employees may be terminated for cause at any time during the  
560 probation period. Cause must consist of a violation of policies or the documented  
561 inability of the employee to perform the duties and responsibilities of the position.

562 c. Termination of an employee for cause during their original probationary period shall  
563 not be subject to appeal. ~~This termination is subject to appeal. (BC Action 3-20-92)~~

564 ~~3. Completion of Probation Period~~

565 ~~a. Satisfactory completion of probation will result in the employee receiving the regular~~  
566 ~~salary for the position.~~

567 ~~b. Employees who are terminated during the probation period will receive credit for~~  
568 ~~accrued vacation/personal days in their final paycheck.~~

569 ~~c. Extensions of probation periods will not affect accrual of or use of benefits as~~  
570 ~~explained under D.2.~~

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## SECTION IV - COMPENSATION AND BENEFITS

### A. SALARY

#### 1. Oneida Nation Job and Salary Structure

- a. An ongoing plan will be instituted based on standard employee grades and step levels to assure that a uniform approach is taken to establish equitable salary and wage levels.
- b. Employee performance evaluations will be a resource in determining whether an employee receives an increase in pay for the upcoming year. An overall satisfactory rating must be attained in order to be granted an increase in pay.
- c. Merit increase shall be granted upon the recommendation of the supervisor, the Area Manager, the HRD Manager and the General Manager.

#### 2. Workday [\(Work Standard, 10-17-12\)](#)

- a. The regular Tribal workday is from 8:00 a.m. to 4:30 p.m. with an hour for lunch. The exception to these hours occurs only if the program/enterprise hours must vary for the purpose of providing service (such as retail hours beyond 4:30 p.m.). Shifts will be developed as needed, and the shift hours will then become the regular workday for assigned employees for that program/enterprise.
- b. Employees are expected to be at work each scheduled work day.
  - 1) Employees who do not report for work because of inclement weather or unforeseen circumstances will not be paid for that day. Employees may elect to use personal day(s) to cover this absence. [\(W.S. Closures Multiple/Individual Depts.7-28-2017\)](#)  
[\(W.S. Closures Non-Critical Departments/Divisions 7-28-2017\)](#)
  - 2) In case of an unavoidable delay or absence, the supervisor must be notified no later than thirty (30) minutes after the scheduled starting time. Employees are encouraged to notify their supervisor before their scheduled starting time.
    - i. Employees failing to report to their assigned jobs or failing to call in within the thirty (30) minute time allowed will be subject to disciplinary action.
    - ii. Permission to leave early must be obtained by the employee from his/her supervisor.

#### 3. Overtime

- a. Any and all overtime will be kept to a minimum and must be approved by the Supervisor and Area Manager.
  - 1) In the case of potential overtime that may occur at night, on holidays or on weekends, supervisors will delegate this authority to a specific employee and outline specific situations and actions that warrant overtime.
- b. All overtime must be reported to the supervisor for evaluation.
- c. Overtime will be approved only if the program or enterprise budget is capable of paying it.

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- 642 d. Overtime will be approved only for hours worked in excess of forty (40) hours per  
643 week. Personal/vacation days and holidays will not count toward the forty (40) hour  
644 requirements.
- 645 e. Tribal employees are expected to work overtime if required. Time and one-half will  
646 be paid for this overtime.
- 647 f. Exempt employees are not eligible for overtime.
- 648 1) The HRD Office will maintain a list of exempt employees.
- 649 4. Holidays ([Work Standard, 11-7-14](#))
- 650 a. Tribal holidays consist of the following:
- 651 1) One-half Day Christmas Eve
- 652 2) Christmas Day
- 653 3) New Year's Day
- 654 4) Memorial Day
- 655 5) Veteran's Day
- 656 6) Independence Day
- 657 7) Labor Day
- 658 8) Thanksgiving Day
- 659 9) Indian Day (day after Thanksgiving)
- 660 10) One-half day Good Friday
- 661 11) Code Talker's Day (Oneida Day, Friday prior to Memorial Day)
- 662 ([BC Resolution – 12-11-13A](#))
- 663 b. To be eligible for a paid holiday, employees must work the preceding and following  
664 scheduled work days (except for employees who are on a prescheduled work leave  
665 or an approved extended sick leave.) Employees who are granted a sick day directly  
666 prior to a holiday must certify that they were capable of working the holiday in order  
667 to qualify for a paid holiday.
- 668 c. All regular employees will be given holiday pay for the maximum pay of eight (8)  
669 hours per day.
- 670 d. Holidays falling on a Saturday will be observed the preceding Friday; holidays falling  
671 on a Sunday will be observed on the following Monday. ([2019 Holiday Observance Calendar](#))  
672 ([2018 Holiday Observance Calendar](#))
- 673 e. The Oneida Nation acknowledges its responsibility to make a reasonable  
674 accommodation to employees who wish time off to observe religious holidays.  
675 Requests for such time off will be granted where possible, based on the scheduling  
676 and staffing needs of affected departments. Employees wishing to take time off work  
677 for religious observances should inform their supervisor as early as possible.  
678 Employees may use personal time for such requests if eligible; otherwise the time off  
679 will be treated as unpaid leave.
- 680 5. Vacation/Personal Days
- 681 a. Every Oneida Nation employee, except temporary employees, shall be allowed  
682 personal and vacation days with pay to the extent that personal days and vacation  
683 are accumulated.

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- 684 b. The amount of personal and vacations days shall be determined by continuous  
 685 service for the Nation. A "lay-off" from Oneida Nation employment shall not be  
 686 considered an interruption in continuous service where the lay-off is in accordance  
 687 with the Nation's Layoff Policy, nor shall a preapproved leave of absence. [\(HR](#)  
 688 [Interpretation, 3-6-12\)](#)
- 689 c. Except as provided for in section g, the accrual of personal days shall be as follows:  
 690 [\(BC Resolution – 4-11-13-F\)](#)
- 691 1) 0-3 years of service - 6 days per year;  
 692 2) 4-7 years of service - 8 days per year;  
 693 3) 8-14 years of service - 10 days per year;  
 694 4) 15+ years of service - 12 days per year;
- 695 d. Except as provided for in section g, the accrual of vacation days shall be as follows:  
 696 1) 0-3 years of service - 12 days per year  
 697 2) 4-7 years of service - 15 days per year;  
 698 3) 8-15 years of service - 20 days per year;  
 699 4) 15+ years of service - 25 days per year.
- 700 e. Part-time employees accrue personal and vacation days for time actually worked at a  
 701 ratio of a full-time employee.
- 702 f. Service is defined as working for Programs/Enterprises which are contracted by the  
 703 Nation or specifically sponsored by the Nation.
- 704 g. Vacation and personal days shall be capped at 280 hrs. An employee shall cease to  
 705 accrue vacation and personal hours when he or she has reached 280 total hours.  
 706 Supervisors shall notify their employees when said employees have accumulated 200  
 707 total hours of vacation and personal time. [\(GTC Resolution, 7-2-12A\)](#)
- 708 1) An employee may trade back accumulated vacation and personal hours in  
 709 accordance with Section IV.A.5.n. below. [\(GTC Resolution, 5-23-11-B\)](#)
- 710 h. Upon termination from Oneida Nation employment, employees will be paid for any  
 711 unused personal and/or vacation days.
- 712 1) Employees who have used the Oneida Nation-sponsored loan program will be  
 713 required to honor the terms of the loan agreement.
- 714 4)2) Employees who are terminated during their original probation period  
 715 shall not be paid for any unused accrued vacation or personal days in their final  
 716 paycheck.
- 717 i. Personal Days can be used for any reason so long as the request is approved by the  
 718 employee's supervisor at least twenty-four (24) hours in advance (unless the absence  
 719 is due to illness or unforeseen circumstances).
- 720 1) In the case of illness or unforeseen circumstance, the supervisor shall be notified  
 721 no later than fifteen (15) minutes before the scheduled starting time.  
 722 2) Programs and enterprises may institute stricter standards of notification. These  
 723 standards will be submitted to and approved by the Personnel Department.
- 724 j. An employee shall notify his/her supervisor of an intent to use personal days in the  
 725 following ways:  
 726 1) Three (3) to five (5) days - one (1) week advance notification

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- 727 2) Six (6) days or more - two (2) weeks advance notification.
- 728 k. An employee shall notify his/her supervisor one (1) day in advance if he/she will take
- 729 off one (1) or two (2) days of vacation. Programs and enterprises may institute
- 730 stricter standards of notification.
- 731 1) Three (3) to five (5) days of vacation require a one (1) week advance notification.
- 732 2) Six (6) or more days of vacation require at least two (2) weeks advance
- 733 notification.
- 734 l. The burden shall be on the supervisor to show that a denial of a personal day or a
- 735 vacation day is based upon interference with the business of the Nation.
- 736 m. Personal or Vacation Days can be taken when an employee is on probation. [\(GTC](#)
- 737 [Resolution 5-23-11-B, HR Interpretation 5-8-17\)](#)
- 738 n. Trade-back for Cash - Each fiscal year, the Oneida Business Committee shall analyze
- 739 fiscal conditions to determine whether employees may trade back personal and/or
- 740 vacation hours for cash that fiscal year.
- 741 1) If the Oneida Business Committee approves trade-back for cash, they shall also
- 742 determine whether (i) and/or (ii) applies: [\(See Revision\)](#)
- 743 i. All employees will have the opportunity to trade-back hours one time that
- 744 year.
- 745 1. By August 15, each employee who has accumulated twenty-four (24)
- 746 hours or more of vacation and/or personal days may opt to trade in
- 747 his/her hours for cash.
- 748 2. Employees will receive their trade back on or before September 30 of
- 749 that year.
- 750 ii. Only those employees who are unable to utilize their personal and/or
- 751 vacation time due to working conditions, such as a shortage in staffing, as
- 752 determined by the HRD Manager or designee, will have the opportunity to
- 753 trade back hours on a quarterly basis.
- 754 1. Employees will receive their trade back within sixty (60) days after
- 755 opting to trade back hours.
- 756 2) When trade-back for cash is approved by the Oneida Business Committee, the
- 757 following standards shall apply:
- 758 i. Employees must decide which status (vacation or personal or both) from
- 759 which their trade back will be drawn.
- 760 ii. Employees may not trade for cash more than eighty (80) hours in one year.
- 761 [\(GTC Resolution, 5-23-11-B\)](#)
- 762 o. Additional Duties Compensation
- 763 p. Travel Time Compensation [\(Work Standard , 3-20-13\)](#)
- 764
- 765 B. INSURANCES [\(see separate publication\)](#) for information on Oneida Nation Insurance plans.
- 766
- 767 C. RETIREMENT PLAN [\(See separate publication for information on Tribal Retirement Plan\)](#).
- 768 [\(Separating Employees WS 5-6-13\)](#)
- 769 D. LEAVES



- 770 1. Meeting Attendance
- 771 a. Approval for attending any meetings inside normal working hours must be approved
- 772 in advance by the employee's immediate supervisor. [\(BC Action, 5-16-89\)](#)
- 773 b. Employees who receive stipends or honoraria in excess of \$50.00 for attending
- 774 meetings during working hours will forfeit the amount in excess of \$50.00 from their
- 775 regular paycheck. Stipends for travel or per diem will not be deducted if
- 776 accompanied by receipts for such expenses.
- 777 c. Stipends or honoraria for intra-tribal meetings during normal working hours will
- 778 results in the employee's paycheck being reduced by the full amount of the stipend.
- 779 2. Funeral Leave [\(Work Standard, 8-2-11\)](#)
- 780 a. All regular employees will be given a three (3) day leave without loss of pay for
- 781 funeral services for immediate family. Immediate family includes:
- 782 Husband            Mother            Brother            Great-grandparent
- 783 Wife                Father            Sister            Great-grandchildren
- 784 Mother-in-law    Son                Grandparent    Spouse's great-grandparents
- 785 Father-in-law    Daughter        Grandchild     Spouse's grandparents
- 786 Daughter-in-law Sister-in-law    Brother-in-law
- 787 b. Three (3) day leave for other persons will be given only if the employee is responsible
- 788 for making funeral arrangements, subject to prior approval of supervisor.
- 789 c. All other funeral leave will be limited to no more than one (1) day with pay subject to
- 790 the notification and approval of the immediate supervisor. [\(Mgmt Directive, 12-17-2009\)](#)
- 791 3. Leave of Absence [\(Work Standard, 6-10-14\)](#)
- 792 a. A leave of absence without pay may be granted to employees for a justifiable reason
- 793 (including caring for a child, spouse or parent with a serious health condition) and
- 794 when in the best interest of the Nation.
- 795 1) Leaves of absence will not exceed three (3) months.
- 796 i. All leaves of absence must be approved by the Supervisor, Area Manager,
- 797 HRD Manager and General Manager. [\(HR Interpretation, 12-8-16\)](#)
- 798 ii. Requests must be documented and submitted to the supervisor with as much
- 799 advance notice as possible.
- 800 iii. Disposition of requests will be made on the basis of staffing requirements.
- 801 2) Upon returning, the employee will be reinstated in the former position with full
- 802 status and benefits. Holiday, vacation, and sick leave will not be accrued during
- 803 the leave of absence.
- 804 3) No later than fifteen (15) working days prior to the expiration of the leave period
- 805 the employee must give notice in writing of his/her intent to return to the
- 806 position. Notice must be presented to the supervisor.
- 807 i. Failure to provide written notice will be interpreted to mean that the
- 808 employee does not intend to return following the leave. The position will be
- 809 posted and filled through the selection process. [\(HR Interpretation, 11-21-11\)](#)
- 810 4. Maternity Leave
- 811 a. Maternity leave will be granted for a period of six (6) weeks without pay.
- 812 1) An employee may elect to cover any portion of this time by using accumulated
- 813 sick days.



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- 814 2) Any maternity-related absences for longer than six (6) weeks must be taken as a  
815 medical leave of absence.
- 816 5. Military Leave
- 817 a. In addition to the following provisions, the Nation's Military Service Protection Act  
818 shall govern Military Leave.
- 819 b. A Military Leave of Absence is afforded employees entering active duty without  
820 accumulation of holiday, vacation or personal time during the period of leave. Any  
821 accumulated benefits prior to leave will be maintained for the employee.
- 822 c. Time off for inactive duty training, examinations to determine fitness for duty and  
823 funeral honors duty shall be afforded to employees without the accumulation or loss  
824 of holiday, vacation or personal time. An employee will receive pay from the Nation  
825 for any hours work that the employee was required to miss due to reservist training.
- 826 1) Any pay received for performing any of the above duties shall be deducted from  
827 the employee's pay. [\(GTC Resolution, 1-26-08A\)](#)
- 828 6. Jury Duty
- 829 a. During a period of jury duty, an employee will receive pay from the Nation for any  
830 hours of work missed due to jury duty.
- 831 1) Jury duty pay will be deducted from the employee's paycheck when determining  
832 the amount of pay
- 833 2) No overtime will be allowed in determining employee pay while serving on jury  
834 duty.
- 835 7. Educational Leave [\(BC Action, 5-4-90\)](#)
- 836 a. A leave of absence for education purposes will not exceed one (1) year.
- 837 8. Parent Policy Leave [\(BC Action, 3-2-94A\)](#) [\(Parental Leave Policy, 11-3-17\)](#)
- 838 a. Employees who are parents, guardians, or those individuals specifically referred to as  
839 "immediate family" as defined in Section IV, page 6 of these Personnel Policies and  
840 Procedures which includes husband, wife, mother, father, brother, sister, son,  
841 daughter, mother-in-law, father-in-law, grandparent and grandchild may request to  
842 participate in their child(ren)'s educationally sanctioned events not to exceed four (4)  
843 hours per employee per month
- 844 1) These four (4) hours shall not accumulate.
- 845 b. Approval to utilize the four (4) hours must be obtained from the supervisor.
- 846 1) An employee shall request his/her supervisor to utilize this leave with a minimum  
847 of twenty-four (24) hours' notice.
- 848 2) The Supervisor may request verification of
- 849 i. Guardianship of the child(ren) and/or
- 850 ii. The attendance of the employee at their child(ren)'s educationally sanctioned  
851 event.
- 852 c. The burden shall be on the supervisor to show that a denial of the Parent Policy  
853 Leave which is based upon interference with the business of the Nation.
- 854 d. This leave shall not be paid as overtime. The supervisor may have the option to use  
855 flex time to cover this time off to attend their child(ren)'s educationally sanctioned  
856 events.

- 857 e. All employees, except Emergency/Temporary, Youth Workers, Student Interns, and  
 858 Seasonal Workers during their first season, and Substitute Reliefs are eligible to  
 859 participate in this benefit.  
 860

861

862

## 863 SECTION V – EMPLOYEE RELATIONS

864

### 865 A. ORIENTATION POLICY

866 The Oneida Nation reflects the unique culture and character of our Nation. The Oneida Nation  
 867 recognizes that this may present special problems and difficulties for a new employee. The  
 868 Nation therefore provides an Orientation Program designed to ease the new employee's  
 869 transition into a job and enable the new employee to become effective and productive as  
 870 quickly as possible.

- 871 1. Orientation Program Outline
- 872 a. Overview
  - 873 b. Tribal Government and Procedures
  - 874 c. Key Policies and Procedures
  - 875 d. Benefits
  - 876 e. Safety, Health and Security
  - 877 f. Departmental Orientation
- 878 2. Responsibilities
- 879 a. The HRD Office will administer the General Orientation Program
    - 880 1) The HRD Office will assist Divisions in administering Departmental Orientation
    - 881 Programs.
    - 882 b. The HRD Office will develop and establish an Employee Mentor Program with each
    - 883 Division.
      - 884 1) Employee Mentors will be responsible for conducting the Departmental
      - 885 Orientation.
      - 886 2) Employee Mentors will assist new employees throughout their probation period
      - 887 as a source of references and referrals.
    - 888 c. The HRD Office will annually review the General Orientation Program and each
    - 889 Departmental Orientation Program to:
      - 890 1) Evaluate the effectiveness of each Program,
      - 891 2) Modify programs as necessary.
      - 892 3) Requirements
        - 893 a) The HRD Office will provide a copy of the Employee Policy and Procedures
        - 894 Manual to new employees before (if possible) the scheduled starting date.
        - 895 b) The General Orientation Program will be completed in appropriate stages
        - 896 within the first month of the new employee's starting date.
          - 897 i. The Departmental Orientation will be completed within the first week of
          - 898 the starting date.
        - 899 c) The HRD Office will administer a NEW Employee Reporting Form to provide
        - 900 information for the purposes of maintaining a Nation-wide skills assessment
        - 901 inventory and a management succession plan.

902

## 903 B. EVALUATIONS

- 904 1. Evaluation reports will be used in determining all promotions, transfers and salary  
905 adjustments.
- 906 2. Annual evaluation reports for each employee will be submitted to the HRD Office by  
907 August 1 of each year. [\(Work Standard, 6-23-15\)](#)
- 908 a. Evaluation reports will be retained in each employee's personnel file.
- 909 3. All Oneida Nation employees will be evaluated at least once a year.
- 910 a. Employee performance evaluations will be conducted by each employee's immediate  
911 supervisor. The Business Committee will conduct the performance evaluation of the  
912 General Manager. [\(HR Interpretation, 12-8-16\)](#)
- 913 b. The supervisor will discuss the evaluation with each employee. The evaluation will  
914 then be signed by the employee and the supervisor and forwarded to the HRD  
915 Office.
- 916 4. Satisfactory evaluations may result in the employee receiving an increase in pay within  
917 their grade level provided that the employee has not attained the highest step within the  
918 grade.
- 919 a. Unsatisfactory evaluations will result in probation status for the employee. The  
920 supervisor shall provide documentation to the Area Manager and to the employee  
921 detailing the deficiency(s). A repeat evaluation will be conducted three (3) months  
922 after the unsatisfactory evaluation. This second evaluation will result in the  
923 employee:
- 924 1) Being removed from probation and receiving a salary increase if the second  
925 evaluation results in an overall satisfactory rating; or
- 926 2) Receiving appropriate disciplinary actions if the second evaluation also results in  
927 an unsatisfactory rating.
- 928 b. Employees may appeal unsatisfactory evaluations to the HRD Manager. The HRD  
929 Manager will consult with the supervisor and the employee to negotiate an  
930 appropriate resolution [\(Work Standard, 12-8-16\)](#)

931

## 932 C. CAREER DEVELOPMENT

- 933 1. Oneida Nation employees are encouraged to develop their skills and abilities by  
934 pursuing education at a local educational institution. [\(BC Action, 9-9-92\)](#)
- 935 a. Oneida Nation employees must provide a general Career Development Plan to the  
936 supervisor listing the goals and objectives of the training and education to be  
937 undertaken.
- 938 2. Oneida Nation employees may be eligible for assistance for one (1) course per semester.  
939 The employee must attempt to arrange to take the class outside his/her normal working  
940 hours.
- 941 a. Where a class conflicts with the employee's work schedule, the needs of the Tribal  
942 unit take precedence; however, the supervisor shall attempt to accommodate the  
943 employee's request.
- 944 b. In no case shall the accommodation exceed actual class hours plus reasonable travel  
945 time.
- 946 c. Employees must obtain the approval of their immediate supervisor to take a course  
947 on work time.
- 948 3. The supervisor's approval and estimated cost must be submitted to the HRD Office, the  
949 Area Manager and the General Manager. [\(HR Interpretation, 12-8-16\)](#)
- 950 4. The cost of the books, tuition and fees for the course shall be paid by the Nation through  
951 funds budgeted in programs or through the Higher Education program.

- 952 a. Reimbursement for books, tuition and fees is contingent upon the employee  
 953 receiving at least a C (2.0 on a 4.0 point scale).  
 954 b. Employees who receive less than the required grade point will be required to  
 955 reimburse the program for whatever costs were incurred.  
 956
- 957 D. COMPLAINTS, DISCIPLINARY ACTIONS, AND GRIEVANCES  
 958 Disciplinary procedures provide a systematic process for handling problem employees.  
 959 Disciplinary procedures serve to correct unacceptable behavior and to protect the Nation.  
 960 Grievance procedures provide a systematic process for hearing and evaluating job related  
 961 disputes. Grievance procedures serve to protect employees from inconsistent and unfair  
 962 treatment. In all cases of grievance and discipline, supervisors are enjoined to use common  
 963 sense, discretion and judicious good sense to resolve complaints between employees,  
 964 exercise disciplinary prerogatives, and handle grievances.  
 965 [\(HR Interpretation, 2-4-13\)](#) [\(HR Interpretation, 1-29-14\)](#)  
 966
- 967 1. Complaints  
 968 a. Should an employee have a disagreement with another employee, he/she may  
 969 lodge an informal (verbal) or formal (written) complaint with the employee's  
 970 supervisor.  
 971 b. The supervisor will investigate the complaint and attempt to resolve the  
 972 disagreement.  
 973 c. If the employee lodging the complaint is dissatisfied with the attempted resolution,  
 974 he/she may ask the Area Manager to attempt a resolution.  
 975 d. There is no further appeal of this process.
- 976 2. Disciplinary Actions  
 977 a. Disciplinary actions will be initiated by an immediate supervisor for the purpose of  
 978 correcting unacceptable work performance. The supervisor will always discuss the  
 979 action with the employee being disciplined to ensure that the employee:  
 980 1) Understands the reason for the disciplinary action;  
 981 2) Understands the expected work performance in light of the disciplinary action;  
 982 3) Understands the consequences of continued unacceptable behavior.  
 983 b. A supervisor shall initiate disciplinary actions commensurate with the seriousness of  
 984 the unsatisfactory performance. A supervisor must consider each disciplinary action  
 985 in progressive order and justify a deviance from that recommended progression.  
 986 c. The actions listed below are examples of unacceptable work performance and do  
 987 not constitute a comprehensive or exhaustive list. The actions in parentheses are  
 988 guidelines for a supervisor to use in administering disciplinary actions. (W = written  
 989 warning; S = suspension; T = termination):  
 990 1) Work Performance  
 991 a) Insubordination (including disobedience) or failure/refusal to carry out  
 992 assignments or instructions. (W/S/T)  
 993 b) Loafing, loitering, sleeping or engaging in personal business. (W/S/T)  
 994 c) Unauthorized disclosure of confidential information or records. (S/T)  
 995 d) Falsifying records or giving false information to departments and/or  
 996 employees responsible for Recordkeeping. (S/T)  
 997 e) Failure to provide accurate and complete information where such  
 998 information is required by an authorized person. (S/T)  
 999 f) Failure to comply with health, safety and sanitation requirements, rules and  
 1000 regulations. (W/S/T)  
 1001 g) Negligence in the performance of assigned duties. (W/S/T)  
 2) Attendance and Punctuality

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- 1002 a) Failure to report promptly and observe work schedules (such as starting time,  
1003 quitting time, rest and meal breaks) without the specific approval of the  
1004 supervisor. (W/S/T)
- 1005 b) A pattern of unexcused or excessive absenteeism and/or tardiness. (W/S/T)
- 1006 3) Use of Property
- 1007 a) Unauthorized or improper use of Oneida Nation property or equipment (for  
1008 example, Oneida Nation vehicles, telephone, mail services, etc.) (W/S/T)
- 1009 b) Unauthorized possession, removal or willful destruction of Oneida Nation or  
1010 another employee's property (including improper use of possession of  
1011 uniforms, identification cards, badges, permits or weapons). (Willful  
1012 destruction of property may subject the violator to applicable liability laws.)  
1013 (T)
- 1014 c) Unauthorized use, lending, borrowing or duplicating of Oneida Nation keys.  
1015 (T)
- 1016 d) Unauthorized entry of Oneida Nation property, including unauthorized entry  
1017 outside of assigned hours of work or entry into restricted areas without prior  
1018 supervisory approval. (S/T)
- 1019 e) Theft or property shall include theft, embezzlement, cheating, defrauding,  
1020 pilfering, robbery, extortion, racketeering, swindling or any of these actions,  
1021 or conspiracy to commit such actions with Oneida Nation employees or other  
1022 persons against the Nation, its guests, employee, members, customers and/or  
1023 clients while on or about Tribal premises. (S/T) [\(BC Action, 12-2-88\)](#)
- 1024 4) Personal Actions and Appearance
- 1025 a) Threatening, attempting, or doing bodily harm to another person. (T)
- 1026 b) Intimidating, interfering with or using abusive language toward customers,  
1027 clients, co-workers or others. (S/T)
- 1028 c) Making false or malicious statements concerning other employees,  
1029 supervisors or program heads. (W/S/T)
- 1030 d) Use of alcohol or illegal controlled substances during work hours. (S/T)  
1031 [\(GTC Resolution, 01-05-09A\)](#)
- 1032 e) Reporting for work under the influence of alcohol or illegal controlled  
1033 substances. (S/T) [\(GTC Resolution, 01-05-09A\)](#)
- 1034 f) Failure to immediately report any work-related injuries to the immediate  
1035 supervisor. (W/S)
- 1036 g) Direct involvement in political campaigning during scheduled work hours.  
1037 Violations include:
- 1038 i. Use of Oneida Nation employment title in Oneida Nation campaign  
1039 activities. (W/S/T)
- 1040 1. Political materials include: leaflets, brochures, etc. which solicit support  
1041 for candidates for office.
- 1042 2. Resolutions or petitions which propose that a political action be  
1043 initiated.
- 1044 3. Leaflets, newsletters, or other written materials the purpose of which  
1045 is to espouse political views or opinions.
- 1046 h) The acceptance of gifts or gratuities for personal gain in the course of official  
1047 duties. (Customers are allowed to tip Bingo workers, Oneida Tobacco  
1048 Enterprise workers, and Museum Workers.) (W/S/T)
- 1049 i) Inappropriate dress or personal hygiene which adversely affects the proper  
1050 performance of duties or constitutes a health or safety hazard. (W/S)
- 1051 j) Failure to exercise proper judgment. (W/S/T)



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- 1052 k) Failure to be courteous in dealing with fellow employees or the general  
1053 public. (W/S/T)  
1054 l) Any of the following acts by employees: Arson, bribery, perjury, obstruction  
1055 or interference with an investigation authorized by the Oneida Nation. (S/T)  
1056 [\(BC Action, 12-2-88\)](#)  
1057  
1058 m) The use, possession, selling or purchasing of, or attempt to sell or purchase  
1059 alcohol, and/or controlled substances on or about Oneida Nation premises.  
1060 (S/T)  
1061 [\(BC Action, 12-2-88\)](#)  
1062 n) Any violation of duly adopted Oneida Nation ordinances. (W/S/T) [\(BC Action, 12-](#)  
1063 [2-88\)](#)  
1064 5) Sexual Harassment Policy  
1065 It is the Oneida Nation's Policy that all employees have a right to work in an  
1066 environment free of discrimination which includes freedom from harassment,  
1067 more specifically sexual harassment. The Oneida Nation considers sexual  
1068 harassment, in whatever form, in the workplace to be a serious violation of an  
1069 individual's dignity and personal rights. In all matters, where complaint of sexual  
1070 harassment is lodged against an employee, the Oneida Nation has a duty and  
1071 obligation to conduct a thorough investigation using discretion, good judgment  
1072 and the principles and practice of strict confidentiality. If sexual harassment has  
1073 been committed, the progressive disciplinary process is as follows (W/S/T).  
1074  
1075 Sexual Harassment is defined as unwelcome sexual advances, requests for sexual  
1076 favors, and other verbal or physical conduct of a sexual nature when (1)  
1077 submission to such conduct is made either explicitly or implicitly a term or  
1078 condition of an individual's employment, (2) submissions to or rejection of such  
1079 conduct by an individual is used as the basis for employment decisions affecting  
1080 such individuals, or (3) such conduct has the purpose or effect of substantially  
1081 interfering with an individual's work performance or creating an intimidating,  
1082 hostile, or offensive work environment.  
1083 a) Sexual Harassment (W/S/T)  
1084 i. Procedure  
1085 a. Should an employee have a complaint, he/she should file a formal  
1086 (written) complaint with the Human Resources Department.  
1087 b. The Human Resources Department is obligated to investigate the  
1088 complaint which is to be held in the strictest confidence. This  
1089 investigation shall be done within five (5) working days from  
1090 receiving the formal written complaint.  
1091 c. After investigating the complaint and the Human Resources  
1092 Department finds cause to take disciplinary action due to sexual  
1093 harassment violation, the employee will be disciplined accordingly  
1094 by their supervisor. This disciplinary action shall be initiated within  
1095 five (5) working days from the date the supervisor receives the  
1096 report from the Human Resource Department. [\(BC Actions, 7-16-93\)](#)  
1097 3. Accumulated Disciplinary Actions Warranting Termination [\(HR Interpretation, 1-29-14\)](#) (Provided  
1098 that the Drug and Alcohol Free Workplace Policy shall govern disciplinary actions  
1099 warranting termination for drug and alcohol related violations.) [\(GTC Resolution, 01-05-09A\)](#)

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- 1100 a. The accumulation of three (3) upheld warning notices within any twelve (12) month  
 1101 period. (T)
- 1102 b. The accumulation of two (2) upheld suspensions within any twelve (12) month  
 1103 period. (T)
- 1104 c. The accumulation of three (3) of any combination of upheld warning notices and/or  
 1105 upheld suspensions within any twelve (12) month period. (T)
- 1106 4. Substance Abuse Disciplinary Procedure - Section was deleted. ([GTC Resolution, 01-05-09-A](#))  
 1107 [Click here](#) for Drug and Alcohol Free Workplace Policy.
- 1108 5. Disciplinary Procedure ([Disciplinary Flowchart](#))
- 1109 The following procedure shall be adhered to whenever disciplinary action is taken.
- 1110 a. Supervisor becomes aware of unsatisfactory work performance or violation.
- 1111 1) Supervisor investigates through a meeting with the employees and determines  
 1112 whether disciplinary action is warranted.
- 1113 b. If disciplinary action is warranted, within five (5) working days the supervisor will fill  
 1114 out the five (5) part disciplinary action form stating the behavior for which the action  
 1115 is being taken, the time and date of its occurrence, and the specific policy section  
 1116 under which action is being taken.
- 1117 c. The form will be discussed with the employee and a corrective action will be  
 1118 identified.
- 1119 d. The employee being disciplined will sign the form.
- 1120 1) Should an employee being disciplined refuse to discuss the action with his/her  
 1121 supervisor, the supervisor shall so note this, with date of refusal, on the form and  
 1122 distribute as in 5.e.
- 1123 e. Copies will be given to the employee, the HRD Manager, the supervisor, the Area  
 1124 Manager and General Manager within twenty-four (24) hours of the conference with  
 1125 the employee. ([HR Interpretation, 12-8-16](#))
- 1126 f. Should a disciplinary action result in the suspension or termination of an employee,  
 1127 the following guidelines shall apply:
- 1128 1) The supervisor shall consult with the HRD Manager to mutually determine the  
 1129 length of the suspension.
- 1130 a) Suspensions will be limited to a maximum of three (3) weeks.
- 1131 b) Suspension/terminations that are overturned in the appeal process shall  
 1132 result in the employee receiving back pay for the days he/she was  
 1133 suspended/terminated.
- 1134 6. Grievance ([Grievance Flowchart](#))
- 1135 An employee who receives a disciplinary action which he/she believes is unfair may  
 1136 grieve the action. The Grievance process (including appeals of disciplinary action) shall  
 1137 be conducted with utmost consideration for due process (within the time limits set forth  
 1138 herein) but will allow and account for recognized Tribal holidays and unforeseen  
 1139 circumstances (such as illnesses, deaths in the immediate family of principals, etc.). The  
 1140 HRD office will make every attempt to ensure that grievance procedures are concluded  
 1141 within forty-five (45) working days; however, extensions granted for reasonable  
 1142 unforeseen circumstances (as determined by the HRD Manager) may extend the process  
 1143 The Grievance process will be governed by the following guidelines: ([HR Interpretation, 8-19-](#)  
 1144 [2011](#)) ([HR Interpretation, 1-29-2014](#))
- 1145 a. For all disciplinary actions, regardless of severity:
- 1146 1) The employee (petitioner) must file an appeal in writing.



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- 1147 a) The employee may seek the assistance of a spokesperson or advocate at any  
 1148 time after the disciplinary action has been issued in order to aid in the  
 1149 resolution of the grievance process.  
 1150 b) The appeal must be filed with the Area Manager and the HRD Manager (or  
 1151 designee) within ten (10) working days from the day the employee receives  
 1152 the disciplinary action.  
 1153 2) The Area Manager, for all disciplinary action investigations, will have ten (10)  
 1154 working days from the receipt of the employee's appeal to complete the  
 1155 investigation. One extension of no more than five (5) working days may be  
 1156 requested of and granted by the HRD Manager (or designee) at his or her  
 1157 discretion.  
 1158 3) The Area Manager will do one of the following:  
 1159 a) Uphold the disciplinary action; or  
 1160 b) Modify the disciplinary action; or  
 1161 c) Overturn the disciplinary action. If a suspension or termination is overturned,  
 1162 the employee (petitioner) shall be reinstated with full back pay.  
 1163 4) The Area Manager will file a decision with the employee and the HRD Manager  
 1164 (or designee) and will include a reason for the decision, an explanation of the  
 1165 decision and the action to be taken as a result of it.  
 1166 b. Filing a Complaint [\(BC Resolution, 3-18-19\)](#)  
 1167 1) An employee may appeal the Area Manager's decision to the Oneida Personnel  
 1168 Commission by filing a complaint with the Human Resources Department on  
 1169 behalf of the Oneida Personnel Commission.  
 1170 a) The employee shall file the appeal within ten (10) working days from the  
 1171 employee's receipt of the Area Manager's decision  
 1172 2) The Human Resources Department shall notify the Human Resources  
 1173 Department Manager of receipt of the appeal within one (1) business day of  
 1174 receipt of the appeal.  
 1175 c. Collection of Information  
 1176 1) The Human Resources Department shall collect all information the Area Manager  
 1177 used in making the decision to uphold the disciplinary action.  
 1178 d. Review of the Complaint  
 1179 1) The Human Resources Department shall provide the information obtained to the  
 1180 Oneida Personnel Commission members selected to serve as the hearing body  
 1181 for the complaint, and the Oneida Personnel Commissioners shall review all the  
 1182 information submitted by the Petitioner and the Human Resources Department  
 1183 to determine if one or both conditions exist;  
 1184 a) The decision of the Area Manager is clearly against the weight of the  
 1185 evidence; and/or  
 1186 b) Procedural irregularities were exhibited during the appeal process that were  
 1187 harmful to one of the parties to the grievance.  
 1188 2) If Oneida Personnel Commission members selected to serve as the hearing body  
 1189 for the complaint find one or both conditions exist, the Human Resources  
 1190 Department shall convene the Oneida Personnel Commission to hear the  
 1191 grievance.  
 1192 3) If the Oneida Personnel Commission members find that neither condition exists,  
 1193 the Oneida Personnel Commission will deny the appeal for a hearing and affirm  
 1194 the decision of the Area Manager.  
 1195 e. Convening a Hearing

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- 1196 1) The Human Resources Department shall schedule a time and location for the  
 1197 grievance hearing and shall confirm the participation of the Oneida Personnel  
 1198 Commission members selected to serve as the hearing body for the complaint.  
 1199 2) The Human Resources Department shall send notice of the hearing to the  
 1200 petitioner, respondent, and Oneida Personnel Commission members at least five  
 1201 (5) working days prior to the hearing date.  
 1202 3) The Human Resources Department shall provide copies of all information on the  
 1203 subject case upon which the disciplinary action was upheld to the members of  
 1204 the Oneida Personnel Commission at least two (2) working days prior to the  
 1205 appeal date.  
 1206 4) The Human Resources Department shall allow the petitioner and respondent  
 1207 access to this information in the Human Resources Department Office at least  
 1208 two (2) days prior to the appeal date.  
 1209 f. Hearing Procedure  
 1210 1) The order of presentation for the hearing shall be:  
 1211 a) Petitioner's opening statement;  
 1212 b) Respondent's opening statement;  
 1213 c) The Petitioner's case;  
 1214 d) The Respondent's case;  
 1215 e) Petitioner's closing statement  
 1216 f) Respondent's closing statement  
 1217 2) The petitioner shall have the right to be represented by an advocate, at his or her  
 1218 own expense. The respondent and/or area manager who is party to the  
 1219 grievance action shall have access to an advocate for consultation and/or  
 1220 representation. Should the petitioner engage outside professional legal  
 1221 representation, the respondent and/or area manager shall have access to the  
 1222 professional legal representation.  
 1223 a) Should the petitioner and his or her representative both fail to appear for any  
 1224 scheduled hearing without justifiable cause, the decision of the Area  
 1225 Manager shall be upheld, and the grievance dismissed.  
 1226 b) Should the respondent and his/her representative both fail to appear for any  
 1227 scheduled hearing without justifiable cause, the decision of the Area  
 1228 Manager shall be overturned.  
 1229 3) If new evidence which was previously unavailable is introduced at any point  
 1230 during the hearing process, the Oneida Personnel Commission hearing shall be  
 1231 suspended, and the case will be remanded to the Area Manager for  
 1232 reconsideration.  
 1233 a) The Area Manager shall reconsider the decision in light of the new evidence  
 1234 and issue a decision within three (3) working days.  
 1235 b) This procedure may be invoked only once.  
 1236 c) Thereafter, the appeal process shall continue to a conclusion based on the  
 1237 information originally presented and the newly introduced evidence.  
 1238 i. If the Area Manager overturns his or her decision, the case would not  
 1239 come back for a hearing.  
 1240 ii. If the Area Manager affirms his or her decision, then the case will come  
 1241 back to the Oneida Personnel Commission to complete the hearing.  
 1242 4) The Oneida Personnel Commission's decision shall be based solely on the  
 1243 information presented to them before the appeal hearing, the record of the prior  
 1244 proceedings, and any new evidence if introduced appropriately.  
 1245 5) The Oneida Personnel Commission may:

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- 1246 a) Uphold the disciplinary action; or
- 1247 b) Overturn the disciplinary action and:
- 1248 i. Reinstatement the employee (petitioner) with full back pay for any lost time; or
- 1249 ii. Reinstatement the employee (petitioner) without back pay.
- 1250 6) The Oneida Personnel Commission shall provide notification of the final decision
- 1251 within five (5) working days following the hearing. Notification of the final
- 1252 decision shall include;
- 1253 a) The final decision;
- 1254 b) The reason(s) for the final decision; and
- 1255 c) The action to be taken as a result of the final decision.
- 1256 7) The Human Resources Department shall keep records of the hearing, and
- 1257 provide copies of administrative advocacy rules, procedural rules, and time line
- 1258 rules to interested parties.

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**SECTION VI – SAFETY AND HEALTH**

**A. POLICY**

The personal safety and health of each employee, customer and client of the Oneida Nation is of primary importance. The prevention of injuries and illnesses is of such importance that it will take precedence over operating productivity whenever necessary.

The Oneida Nation will maintain a safety and health program conforming to the best practices available. To be successful, this program will work to develop the proper attitudes toward on-the-job injury and illness prevention on the part of supervisors and employees. This program will strive to develop a high level of cooperation in all safety and health matters between supervisors and employees and among employees.

The objective of this program is a safe and healthy environment that will reduce the number of job-related injuries and illnesses to an absolute minimum. The Nation's goal is zero accidents and illnesses.

**B. PROCEDURES**

The Oneida Nation Safety Committee will adopt and enforce through the Personnel Department procedures related to the education of the Nation's work force in matters of safety and health. These procedures will include all education and prevention activities, assessments and evaluations, and reporting.

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**SECTION VII – PROGRAM/ENTERPRISE RULES & REGULATIONS**

- A. Enterprises and programs may establish internal rules and regulations to facilitate the administration of Oneida Nation Personnel Policies and Procedures.
  - 1. In no case will these internal rules and/or regulations conflict with or take the place of Oneida Nation Personnel Policies and Procedures.
  - 2. Enterprises and programs which establish internal rules and regulations will file a copy of the rules and regulations with the Personnel Department.

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**SECTION VIII – RECORDKEEPING**

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**A. PERSONNEL OFFICE**

- 1. Basic records to be retained include:
  - a. Reference Data
  - b. Job Descriptions
  - c. Resumes and Applications
  - d. Interview notes/selection information
  - e. Resignations
  - f. Employee tax exemption claims
  - g. Disciplinary action information
  - h. Performance evaluations
  - i. Insurance coverage/changes
  - j. Transfers
- 2. The Personnel Office shall keep and maintain a complete record of each employee throughout his/her term of employment.
  - a. Oneida Nation employees shall have access to their employment file.
  - b. Employment files kept by the Personnel Office shall be considered confidential information. Release of any information to a third party must have the consent of the employee in writing.

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**B. ACCOUNTING DEPARTMENT**

- 1. Basic records to be retained include:
  - a. Attendance records
  - b. Employee Time Sheets
  - c. Earnings - in the form of computer printouts
  - d. Travel - in the form of complete travel authorization forms.
    - 1) Time sheets and travel reports shall be filled out by every employee for pay period, collected by the program head, and forwarded to the Department.
- 2. The Accounting Department shall retain all records for a period of seven (7) years. [\(BC Action, 10-14-09B\)](#)

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## **SECTION IX – PRIVACY AND CONFIDENTIALITY OF EMPLOYEE RECORDS**

1421 The Human Resources Department of the Oneida Nation collects information from employees in  
1422 order to make decisions regarding personnel actions including hiring, transfers and promotions,  
1423 training, compensation and benefits, disciplinary actions and other job opportunities. This  
1424 information is maintained by the Human Resources Department in individual files for as long as  
1425 the person is an employee of the Oneida Nation.

### 1426 A. STATEMENT OF POLICY

1427 As a general rule, the Oneida Nation considers all information contained in these files to be  
1428 private and confidential. No information of any type shall be released to any person or agent of  
1429 any organization without the written consent of the employee except under the conditions  
1430 outlined herein.

### 1431 B. EMPLOYEE ACCESS

1432 In addition, the Oneida Nation recognizes that the information contained in each employee's  
1433 file is personal and that the lives of its employees are subject to changes. Therefore, the Oneida  
1434 Nation provides for employee access to his/her personnel file. Employees are allowed to review  
1435 their file and submit a statement of amendment should their review uncover any inaccurate,  
1436 obsolete or irrelevant information. Should any information come into dispute, an employee's  
1437 statement of dispute will be accessed into the file.

### 1438 C. RELEASE OF INFORMATION TO THIRD PARTIES

1439 The Oneida Nation is obligated by law to release certain information to outside parties. Such  
1440 parties include the State of Wisconsin's Unemployment Compensation Department and its  
1441 Workers Compensation Division and the United States Social Security Administration. Any  
1442 additional information released to a third party by the Human Resources Department related to  
1443 employee records shall consist of summary information and will not include any identifying  
1444 personal information. (Such information may be total numbers of males and females in the  
1445 workforce, mean, median and average age of the workforce, etc.)

1446 The Oneida Nation will release personal information on employees when a request is  
1447 accompanied by a written release signed by the employee. The Human Resources Department  
1448 will make every effort to validate this request by contacting the employee. In no case shall the  
1449 Oneida Nation release personal information from an employee's file without this consent.

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ONEIDA NATION  
PERSONNEL POLICIES AND PROCEDURES MANUAL

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**SECTION I – INTRODUCTION**

Welcome to the Oneida Nation. We are pleased to have you join us as a partner on a team of individuals dedicated to providing quality service that enhances the quality of life of the Oneida community. The role you play in your position is important to the overall effort required by your department to meet the goals and objectives of the Oneida Nation. We encourage you to take advantage of the opportunities presented to you, as an employee, to grow and develop both personally and professionally.

The purpose of this "Employee Manual" is to provide you with a ready source of information about employee related Oneida Nation policies and procedures. Although we have tried to make this manual as comprehensive as possible; it does not, and cannot, include policies which address every situation that may arise. The Oneida Nation reserves the right to modify, alter, change or cancel existing policies and procedures or adopt new procedures and policies at any time.

The policies and procedures set forth in this manual apply to all employees. As an employee of the Oneida Nation, you are required to know and abide by these policies and procedures. Oneida Nation departments may have specific and additional procedures enhancing the general policies stated in this manual. Each employee is expected to learn his/her department's procedures and comply with them. In the event of any conflict between policies in this manual and departmental procedure, the policies in this manual supersede. Each employee is also expected to conform to the professional standards of his/her occupation. Questions regarding this manual, or any employee related policies, should be directed to your supervisor, department head, or to the Human Resources Department at (920) 496-7900.

The Oneida Nation is proud to have you on our staff and we look forward to a fulfilling and successful team relationship.

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77 **SECTION II - RECRUITING**

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79 **A. RECRUITING**80 **1. Recruiting Strategy**81 a. The Oneida Nation shall implement a Recruiting Strategy to increase the potential for  
82 hiring the best-qualified and most capable employees possible.83 1) The Recruiting Strategy shall target, as the first priority, applicants in accordance  
84 with the Oneida and Indian Preference Policy.

85 2) The Recruiting Strategy shall have a nationwide focus and will use:

86 a) The Kalihwisaks (national distribution);

87 b) The Oneida Higher Education Office's network of post-secondary school  
88 students;

89 c) Local and regional media and public employment agencies.

90 **2. Applicant Pool**91 a. The Oneida Nation shall establish and maintain an Applicant Pool consisting of  
92 individuals who have expressed an interest in working for the Oneida Nation.

93 1) The Applicant Pool will consist of files containing:

94 a) An Oneida Nation Application Form;

95 b) A summary of career goals and job preferences.

96 2) The Applicant Pool will be regularly reviewed to:

97 a) Update individual files;

98 b) Remove files where indicated.

99 3) The Applicant Pool will be cross-referenced by job preferences.

100 a) Notices of job vacancies and an Application Form will be sent to all Applicant  
101 Pool members as appropriate.102 4) All Applicant Pool members shall have the right to review and update their file  
103 upon request.104 5) Applicant Pool members shall be apprised of the Nation's Indian Preference  
105 Policy.

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107 **B. LABOR POOLS**108 1. Supervisors that wish to establish a job classification as a Labor Pool Position will work  
109 with the HRD to establish the job classification.110 2. Each Labor Pool Position shall be advertised as on-going recruitment pool. The HRD shall  
111 maintain an updated list of qualified candidates for each Labor Pool Position.112 3. The HRD will accept all job applications and verify that each applicant is qualified  
113 according to the established job description. All qualified applicants will then be placed  
114 in a pool according to the Nation's Oneida and Indian Preference Policy and the date the  
115 application was received. All applicants will be notified of acceptance into or rejection  
116 from the pool.117 a. **PRESCREENING OF LABOR POOL POSITIONS** [\(HR Interpretation 11-13-12\)](#) Applicants who  
118 were previously employed by the Oneida Nation and were terminated for reasons of  
119 misconduct or performance issues will be screened out for a period of twelve (12)  
120 months following the date of discharge.

121 4. The HRD will keep an updated list of qualified applicants for each job position.

122 5. When a vacancy occurs in a Labor Pool Position, the supervisor will notify the HRD of the  
123 position to be filled. The HRD Office shall then refer the top three (3) applicants to the

- 124 immediate supervisor. The top three applicants shall be based first on the Oneida and  
 125 Indian Preference Policy and, second, the date an application was received. The  
 126 immediate supervisor will notify the HRD of their selection and the HRD will then offer  
 127 the position to the applicant. After the position is filled, all ranked candidates will move  
 128 up on the list. [\(HR Interpretation 7-11-13\)](#)
- 129 6. If the applicant refuses the position, the HRD Office will then offer it to the next applicant  
 130 until the position is filled.
  - 131 7. If the applicant refuses the job, the applicant may withdraw from the Labor Pool or, if he  
 132 or she declines to withdraw from the Labor Pool, the date of refusal will be considered  
 133 the date the application was received and the applicant will be placed in the Labor Pool  
 134 list according to B.3.
  - 135 8. Indian (Oneida) Preference will be adhered to in all hiring decisions.

### 136 137 C. EMERGENCY/TEMPORARY POSITIONS

- 138 1. The HRD will periodically recruit individuals who are interested in filling temporary  
 139 positions which consist of the following classifications:
  - 140 a. Emergency/Temp
  - 141 b. Limited Term
  - 142 c. Seasonal
  - 143 d. Substitute/Relief
  - 144 e. Youth Worker
  - 145 f. Student/Intern
- 146 2. Creation of Positions
  - 147 a. Creation of positions in the above Temporary Employee Classifications will require  
 148 that these positions be budgeted for the current fiscal year, or proof through  
 149 documentation that the budget is adequate to incorporate these positions.
  - 150 b. The positions must be developed in conjunction with the HRD; assuring that all  
 151 Policies and Procedures are adhered to. Creation of temporary classification requires  
 152 the approval of the Director, Area Manager, and HRD Manager, or elected official of  
 153 the Oneida Nation.
  - 154 c. All newly created temporary positions must be processed through the Wage and  
 155 Salary system before a position can be filled with a temporary employee.
- 156 3. Recruitment/Selection
  - 157 a. Recruitment/selection of applicants for all temporary positions requires a completed  
 158 Temporary Personnel Requisition form with an updated job description attached.
  - 159 b. The HRD will provide a list of qualified candidates according to the job descriptions  
 160 to the immediate supervisor. The immediate supervisor will select from the approved  
 161 list adhering to Indian Preference.
  - 162 c. The HRD will contact the selected candidate and offer the position, following the  
 163 proper procedures to put the incumbent on payroll.
  - 164 d. The selected candidate will sign a statement accepting conditions of temporary  
 165 employment, and length of employment where applicable.
  - 166 e. Temporary employees will be paid within the Grade in which the job is classified and  
 167 salary will be negotiated within the first three (3) steps of respective grade.
    - 168 1) Any negotiated salary beyond step three will require written justification and  
 169 approval from the respective General Manager. [\(H.R. Interpretation, 12-8-16\)](#)
  - 170 f. Temporary employees are welcome to apply for any regular position within the  
 171 Nation that becomes available during the term of their employment.
  - 172 g. Temporary employees that are terminated due to documented cause will have the  
 173 right to the appeal process as outlined in the Personnel Policies and Procedures.

- 174 h. All temporary employees are subject to lay-off based upon department job needs
- 175 and budgets. [\(HR Interpretation – 11-25-13\)](#)
- 176 i. Supervisors are required to do proficient planning within their respective span of
- 177 control; as such they must also enforce separation dates and will be monitored by
- 178 HRD for compliance.
- 179 j. Supervisors must select the most appropriate category of classification for the job.
- 180 1) Moving from one classification to another is prohibited.
- 181 4. Benefits
- 182 a. The following employee classifications will be eligible for benefits as defined in the
- 183 section of the Personnel Policies and Procedures as medical, dental, vacation and
- 184 personal accrual, holiday pay, premium pay.
- 185 1) Limited Term
- 186 2) Seasonal
- 187 b. The following employee classifications will be eligible for benefits as defined in this
- 188 section of the Personnel Policies and Procedures as Mandatory Benefits and Holiday
- 189 pay.
- 190 1) Emergency/Temporary
- 191 2) Substitute/Relief
- 192 3) Seasonal Worker (only during their first season)
- 193 c. The following employee classifications will be eligible for benefits as defined in this
- 194 section of the Personnel Policies and Procedures as Mandatory Benefits.
- 195 1) Youth Worker
- 196 2) Student/Intern

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**SECTION III – SELECTION POLICY**

A. ONEIDA PREFERENCE AND INDIAN PREFERENCE STATEMENT OF POLICY

Federal policy since 1834 accords hiring preference to Indians. The purpose of this preference is threefold: 1) to give Indians a greater participation in self-government; 2) to further the Government’s trust obligation; and 3) to increase the positive effect of having Indians administer matters that affect Indian tribal life. [\(GTC Resolution – 5-23-11-A\)](#)

More recently, legislation such as the Civil Rights Act (1964) and the Education Amendments of 1972 (passed after the Equal Employment Opportunity Act) continued to specifically provide for preferential hiring of Indians by Indian Nations.

As an employer, the Nation seeks to employ individuals who possess the skills, abilities and background to meet the employment needs of the Nation.

As a sovereign Indian Nation and a unique cultural group, the Oneida Nation has determined that a highly desirable employment characteristic is knowledge of Oneida culture. Further, the Nation recognizes the unique, shared culture of Native American Indians and has determined that a desirable employment characteristic is status as a member or descendant of a federally recognized tribe. At a minimum, the Nation has determined that some knowledge of Indian culture is a desirable employment characteristic.

Accordingly, the Oneida Nation establishes the following policy in regard to Indian Preference for selecting employees to provide services that meet the needs of the Oneida people. This Indian Preference policy shall be specific to staffing decisions made under the Personnel Policies and Procedures and shall not be construed to have an application outside of these policies and procedures.

The Oneida Nation is an equal employment opportunity employer and follows non-discriminatory policies and procedures in personnel decisions. [\(HR Interpretation 5-19-14\)](#) The Oneida Nation exists to serve the needs of the Oneida people and therefore accords Oneida Preference to enrolled members of the Oneida Nation where such preference is not otherwise prohibited. All General Managers and top administrative positions, as defined by HRD in a standard operating procedure, shall be held by enrolled members of the Oneida Nation. In all other instances, the Nation applies the following priorities of Indian Preference in staffing decisions:

- 1 Enrolled members of the Oneida Nation;
- 2 Individuals eligible for enrollment in the Oneida Nation;
- 3 Documented first generation descendants of the Oneida Nation;
- 4 Members or descendants of a federally recognized tribe;
- 5 Other (non-Indian). [\(HR Interpretation – 6-24-11\)](#)

This policy shall apply in decisions where the basic requirements for employment are met.

B. HIRING PROCEDURE

- 267 1 Statement of Policy
- 268 a. The Oneida Nation is an equal employment opportunity employer and follows
- 269 nondiscriminatory policies in hiring.
- 270 b. The Oneida Nation is a firm advocate of the 1964 Civil Rights Act (as amended) and
- 271 the 1968 Indian Civil Rights Act (as amended) and will make every effort to ensure
- 272 compliance with each Act; however:
- 273 c. The Oneida Nation follows the principles of Indian Preference in the implementation
- 274 of hiring practices (see the Oneida Preference and Indian Preference Statement of
- 275 Policy).
- 276 2. Hiring Guidelines
- 277 a. All Supervisors of the Oneida Nation shall undergo periodic training in EEO and laws,
- 278 rules, and regulations of the Nation.
- 279 b. Personnel Commission Role
- 280 1) The Oneida Nation established the Personnel Commission to represent the
- 281 Oneida Community-at-large in the selection of employees of the Nation.
- 282 a) The Personnel Commission is directed to:
- 283 i. Seek out the best-matched applicants for each available position;
- 284 ii. Consider only job-related factors (such as education, experience, past
- 285 performance, skills and abilities, and compatibility with the position and
- 286 potential co-workers) when selecting candidates; and
- 287 iii. Comply with the Oneida Personnel Commission Bylaws.
- 288 c. Identification of Vacancies and Development of Position Descriptions ([Work Standard, 11-](#)
- 289 [16-11](#))
- 290 1) Supervisors may inform the HRD Office of pending vacancies as soon as they are
- 291 identified.
- 292 2) For new and existing positions, the HRD Representative, the supervisor and the
- 293 Area Manager (at their option) shall review the position description to ensure
- 294 compliance with:
- 295 a) The Nation's employment structure; and
- 296 b) The needs and requirements of the position.
- 297 3) All position descriptions shall follow the outlined structure.
- 298 d. Applications
- 299 1) All inquiries for position vacancies shall be responded to with an application.
- 300 2) All applications shall be submitted online.
- 301 3) All applications shall be acknowledged.
- 302 e. Advertising
- 303 1) Position vacancies shall be advertised as widely as possible. Advertising efforts
- 304 may include, but not be limited to the following:
- 305 a) The Kalihwisaks;
- 306 b) The Oneida Nation website;
- 307 c) Oneida Nation social media platforms;
- 308 d) Electronic communications or alerts;
- 309 e) Mailings;

- 310 f) Statewide, through print and electronic media and public employment  
311 agencies;
- 312 g) Through targeted recruiting efforts including:  
313 i. The Bureau of Indian Affairs;  
314 ii. The Oneida Higher Education Office.
- 315 h) Other postings targeted toward special recruiting categories (such as  
316 professions) shall be carried out at the discretion of HRD with the advice and  
317 consent of the affected department.
- 318 2) A position vacancy shall be posted for a minimum of seven (7) calendar days and  
319 shall be open to the general public, unless the position is required to be filled by  
320 an enrolled Oneida Nation member.
- 321 3) All vacancies requiring re-posting shall be referred back to B-2.c (Identification of  
322 Vacancies and Development of Position description) to begin the re-posting  
323 process.
- 324 f. Screening ([HR Interpretation 11-16-12](#)) ([HR Interpretation 10-22-12](#))
- 325 1) Applicants who are enrolled members of the Oneida Nation shall be screened  
326 and interviewed prior to any other applicants. If the screening and interviewing  
327 of the applicants who are enrolled members of the Oneida Nation did not result  
328 in the position vacancy being filled, then all other applicants may be screened  
329 and interviewed.
- 330 2) A Screening Committee consisting of the HRD Representative, the position  
331 supervisor, the Area Manager (at their option), and a member of the Personnel  
332 Commission shall be convened to conduct the screening of applicants. The  
333 Screening process shall begin as soon as practical following the closing of the  
334 position. The Screening Committee shall:
- 335 a) Verify that all applications were submitted on time.  
336 b) Applications that are incomplete or were not submitted on or before the  
337 posted deadline date may be screened out.
- 338 c) Analyze the position description to establish screening criteria. These criteria  
339 shall include qualifications listed on the position description determined by  
340 the supervisor and HRD Representative to be essential to the position. ([T.O.E.  
341 WS-5-6-13](#))
- 342 d) Screen and identify a list of applicants to be interviewed.  
343 e) Ensure there are no applicants ineligible for employment with the Nation  
344 due to termination or resignation in accordance with the applicable  
345 standard operating procedure developed by HRD.
- 346 3) No person shall be recommended for a position if nepotism is created. Nepotism  
347 is created by the following relationships that are created by birth, marriage, or  
348 through another legally recognized means:
- 349 a) Spouse;  
350 b) Child;  
351 c) Parent;  
352 d) Sibling;

- 353 e) Grandparent;  
 354 f) Great-grandparent;  
 355 g) Grandchild; and  
 356 h) Guardian.
- 357 4) No person shall be recommended for a position if a conflict of interest is created.  
 358 Conflict of interest is defined as:  
 359 a) any interest, real or apparent, whether it be personal, financial, political, or  
 360 otherwise, in which an elected official, officer, political appointee, employee,  
 361 contractor, or appointed or elected member, or their immediate family  
 362 members, friends or associates, or any other person with whom they have  
 363 contact, have that conflicts with any right of the Nation to property,  
 364 information, or any other right to own and operate activities free from  
 365 undisclosed competition or other violation of such rights of the Nation.  
 366 b) any financial or familial interest an elected official, officer, political appointee,  
 367 employee, contractor, or appointed or elected member or their immediate  
 368 family members may have in any transaction between the Nation and an  
 369 outside party
- 370 5) The HRD Representative and supervisor shall construct an interview format  
 371 consisting of:  
 372 a) A set of questions related to the screening criteria qualifications; and  
 373 b) An interview rating scale designed to objectively evaluate each applicant's  
 374 qualifications.
- 375 6) The HRD Office shall arrange for interviews with the listed applicants.
- 376 g. Applicant Interviews  
 377 1) An Interview Committee shall be convened consisting of the members of the  
 378 Screening Committee and a second member of the Personnel Commission. The  
 379 Interview Committee shall interview applicants and evaluate each individually.  
 380 2) No interview shall take place without an HRD Representative present.  
 381 3) The HRD Representative shall total the evaluation rating scale to rank order of the  
 382 applicants.
- 383 h. Selection [\(HR Interpretation - Disqualification of Applicant 10-24-13\)](#)  
 384 1) The supervisor shall select one of the top two (2) applicants as ranked through  
 385 the rating scale. [\(HR Interpretation - 10-17-12\)](#)  
 386 a) The supervisor may conduct an additional follow-up interview with the top  
 387 two (2) applicants.  
 388 b) The selection decision shall be governed by the Oneida Preference and  
 389 Indian Preference Policy. [\(HR Interpretation - 6-6-11\)](#)  
 390 c) The HRD Office shall notify and offer the position to the selected applicant.  
 391 i. Should the supervisor's first choice refuse the offer, the HRD Office shall  
 392 provide the supervisor with the next two (2) ranked applicants to choose  
 393 from.  
 394 ii. Should the top two (2) chosen applicants refuse the position offer, the  
 395 supervisor may:

- 396 1. Repeat the hiring selection process outlined in B.2.h.1. above with  
397 the remaining candidates; or  
398 2. Re-post the position.
- 399 2) The HRD Office shall notify those applicants interviewed but not selected of the  
400 decision.
- 401
- 402 C. INTERNAL POSITION POSTING - The Oneida Nation encourages movement within and  
403 among units in order to make the best possible use of human resources to meet the Oneida  
404 Nation's goals and objectives. Supervisors and employees are encouraged to work  
405 together to create an environment in which employees constantly strive to improve their  
406 skills and abilities and managers constantly seek to provide challenging and rewarding  
407 work experiences.
- 408 1. Procedure
- 409 a. Internal Position Posting
- 410 1) Open positions as determined by a supervisor and their Area Manager may be  
411 posted internally for a position transfer for a minimum of five (5) working days.  
412 2) At the end of the five (5) day minimum internal posting period, the HRD  
413 Representative shall schedule a screening with the open position's supervisor  
414 and the Area Manager (at their option).  
415 3) Employees who are transferred shall not lose any benefits; however:  
416 a) An employee may be required to continue serving in their present position  
417 until a replacement can be found, for a period up to thirty (30) days.  
418 b) An employee who is transferred to a position lower on the Oneida Nation  
419 Position Structure shall be paid at the grade level corresponding to the new  
420 position.  
421 c) Requests for transfers for documented medical conditions will be handled on  
422 a case-by-case basis and only when in the best interests of both the  
423 employee and the Nation.  
424 d) The newly transferred employee shall be required to complete a three (3)  
425 month probation period. All conditions of the Nation's Original Probation  
426 Policy shall apply during that period.
- 427 2. Reassignments
- 428 a. Title Reassignments
- 429 1) Title Reassignments may be made by supervisors to:  
430 a) More accurately describe or define an existing position; or  
431 b) Make minor adjustments in positions within a unit or operating division.  
432 2) Title Reassignments may be made at any time with the approval of the Area  
433 Manager and HRD Representative.
- 434 b. Position Reassignments
- 435 1) Position Reassignments may be made by supervisors to make more efficient and  
436 effective use of human resources.  
437 2) Position Reassignments may be supervisor-initiated or employee-initiated but  
438 must be made in the best interests of the operating unit.

439 3) Position Reassignments may be made at any time with the approval of the Area  
440 Manager and HRD Manager.

441 c. Interim Position Reassignments.

442 1) Interim position reassignments may be processed to fill a position in which the  
443 previous employee is in the appeals process, on a leave of absence, or for a  
444 vacant position.

445 D. ORIGINAL PROBATION

446 The first three (3) months after an employee's starting date after being hired, transferred, or  
447 reassigned shall be considered a period of probation. At the end of six (6) weeks, the  
448 employee's performance shall be reviewed with them by the supervisor by completing an  
449 employee evaluation. At the end of the three-month probation period, a second performance  
450 evaluation shall be conducted. This evaluation shall recommend the end of probation and  
451 regular status for the employee, an extension of probation, or termination for cause.

452 1. Status as a Probationary Employee

453 a. Probationary employees shall accrue vacation and personal days during the  
454 probation period and shall receive holiday pay.

455 b. Probationary employees may be terminated for cause at any time during the  
456 probation period. Cause must consist of a violation of policies or the documented  
457 inability of the employee to perform the duties and responsibilities of the position.

458 c. Termination of an employee for cause during their original probationary period shall  
459 not be subject to appeal.

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## **SECTION IV - COMPENSATION AND BENEFITS**

### **A. SALARY**

#### **1. Oneida Nation Job and Salary Structure**

- a. An ongoing plan will be instituted based on standard employee grades and step levels to assure that a uniform approach is taken to establish equitable salary and wage levels.
- b. Employee performance evaluations will be a resource in determining whether an employee receives an increase in pay for the upcoming year. An overall satisfactory rating must be attained in order to be granted an increase in pay.
- c. Merit increase shall be granted upon the recommendation of the supervisor, the Area Manager, the HRD Manager and the General Manager.

#### **2. Workday [\(Work Standard, 10-17-12\)](#)**

- a. The regular Tribal workday is from 8:00 a.m. to 4:30 p.m. with an hour for lunch. The exception to these hours occurs only if the program/enterprise hours must vary for the purpose of providing service (such as retail hours beyond 4:30 p.m.). Shifts will be developed as needed, and the shift hours will then become the regular workday for assigned employees for that program/enterprise.
- b. Employees are expected to be at work each scheduled work day.
  - 1) Employees who do not report for work because of inclement weather or unforeseen circumstances will not be paid for that day. Employees may elect to use personal day(s) to cover this absence. [\(W.S. Closures Multiple/Individual Depts.7-28-2017\)](#)  
[\(W.S. Closures Non-Critical Departments/Divisions 7-28-2017\)](#)
  - 2) In case of an unavoidable delay or absence, the supervisor must be notified no later than thirty (30) minutes after the scheduled starting time. Employees are encouraged to notify their supervisor before their scheduled starting time.
    - i. Employees failing to report to their assigned jobs or failing to call in within the thirty (30) minute time allowed will be subject to disciplinary action.
    - ii. Permission to leave early must be obtained by the employee from his/her supervisor.

#### **3. Overtime**

- 522 a. Any and all overtime will be kept to a minimum and must be approved by the  
 523 Supervisor and Area Manager.
- 524 1) In the case of potential overtime that may occur at night, on holidays or on  
 525 weekends, supervisors will delegate this authority to a specific employee and  
 526 outline specific situations and actions that warrant overtime.
- 527 b. All overtime must be reported to the supervisor for evaluation.
- 528 c. Overtime will be approved only if the program or enterprise budget is capable of  
 529 paying it.
- 530 d. Overtime will be approved only for hours worked in excess of forty (40) hours per  
 531 week. Personal/vacation days and holidays will not count toward the forty (40) hour  
 532 requirements.
- 533 e. Tribal employees are expected to work overtime if required. Time and one-half will  
 534 be paid for this overtime.
- 535 f. Exempt employees are not eligible for overtime.
- 536 1) The HRD Office will maintain a list of exempt employees.
- 537 4. Holidays [\(Work Standard, 11-7-14\)](#)
- 538 a. Tribal holidays consist of the following:
- 539 1) One-half Day Christmas Eve  
 540 2) Christmas Day  
 541 3) New Year's Day  
 542 4) Memorial Day  
 543 5) Veteran's Day  
 544 6) Independence Day  
 545 7) Labor Day  
 546 8) Thanksgiving Day  
 547 9) Indian Day (day after Thanksgiving)  
 548 10) One-half day Good Friday  
 549 11) Code Talker's Day (Oneida Day, Friday prior to Memorial Day)  
 550 [\(BC Resolution – 12-11-13A\)](#)
- 551 b. To be eligible for a paid holiday, employees must work the preceding and following  
 552 scheduled work days (except for employees who are on a prescheduled work leave  
 553 or an approved extended sick leave.) Employees who are granted a sick day directly  
 554 prior to a holiday must certify that they were capable of working the holiday in order  
 555 to qualify for a paid holiday.
- 556 c. All regular employees will be given holiday pay for the maximum pay of eight (8)  
 557 hours per day.
- 558 d. Holidays falling on a Saturday will be observed the preceding Friday; holidays falling  
 559 on a Sunday will be observed on the following Monday. [\[2019 Holiday Observance Calendar\]](#)  
 560 [\[2018 Holiday Observance Calendar\]](#)
- 561 e. The Oneida Nation acknowledges its responsibility to make a reasonable  
 562 accommodation to employees who wish time off to observe religious holidays.  
 563 Requests for such time off will be granted where possible, based on the scheduling  
 564 and staffing needs of affected departments. Employees wishing to take time off work

- 565 for religious observances should inform their supervisor as early as possible.  
566 Employees may use personal time for such requests if eligible; otherwise the time off  
567 will be treated as unpaid leave.
- 568 5. Vacation/Personal Days
- 569 a. Every Oneida Nation employee, except temporary employees, shall be allowed  
570 personal and vacation days with pay to the extent that personal days and vacation  
571 are accumulated.
- 572 b. The amount of personal and vacations days shall be determined by continuous  
573 service for the Nation. A "lay-off" from Oneida Nation employment shall not be  
574 considered an interruption in continuous service where the lay-off is in accordance  
575 with the Nation's Layoff Policy, nor shall a preapproved leave of absence. [\(HR](#)  
576 [Interpretation. 3-6-12\)](#)
- 577 c. Except as provided for in section g, the accrual of personal days shall be as follows:  
578 [\(BC Resolution – 4-11-13-F\)](#)
- 579 1) 0-3 years of service - 6 days per year;  
580 2) 4-7 years of service - 8 days per year;  
581 3) 8-14 years of service - 10 days per year;  
582 4) 15+ years of service - 12 days per year;
- 583 d. Except as provided for in section g, the accrual of vacation days shall be as follows:  
584 1) 0-3 years of service - 12 days per year  
585 2) 4-7 years of service - 15 days per year;  
586 3) 8-15 years of service - 20 days per year;  
587 4) 15+ years of service - 25 days per year.
- 588 e. Part-time employees accrue personal and vacation days for time actually worked at a  
589 ratio of a full-time employee.
- 590 f. Service is defined as working for Programs/Enterprises which are contracted by the  
591 Nation or specifically sponsored by the Nation.
- 592 g. Vacation and personal days shall be capped at 280 hrs. An employee shall cease to  
593 accrue vacation and personal hours when he or she has reached 280 total hours.  
594 Supervisors shall notify their employees when said employees have accumulated 200  
595 total hours of vacation and personal time. [\(GTC Resolution, 7-2-12A\)](#)
- 596 1) An employee may trade back accumulated vacation and personal hours in  
597 accordance with Section IV.A.5.n. below. [\(GTC Resolution, 5-23-11-B\)](#)
- 598 h. Upon termination from Oneida Nation employment, employees will be paid for any  
599 unused personal and/or vacation days.
- 600 1) Employees who have used the Oneida Nation-sponsored loan program will be  
601 required to honor the terms of the loan agreement.  
602 2) Employees who are terminated during their original probation period shall not  
603 be paid for any unused accrued vacation or personal days in their final paycheck.
- 604 i. Personal Days can be used for any reason so long as the request is approved by the  
605 employee's supervisor at least twenty-four (24) hours in advance (unless the absence  
606 is due to illness or unforeseen circumstances).

- 607 1) In the case of illness or unforeseen circumstance, the supervisor shall be notified  
608 no later than fifteen (15) minutes before the scheduled starting time.
- 609 2) Programs and enterprises may institute stricter standards of notification. These  
610 standards will be submitted to and approved by the Personnel Department.
- 611 j. An employee shall notify his/her supervisor of an intent to use personal days in the  
612 following ways:
- 613 1) Three (3) to five (5) days - one (1) week advance notification  
614 2) Six (6) days or more - two (2) weeks advance notification.
- 615 k. An employee shall notify his/her supervisor one (1) day in advance if he/she will take  
616 off one (1) or two (2) days of vacation. Programs and enterprises may institute  
617 stricter standards of notification.
- 618 1) Three (3) to five (5) days of vacation require a one (1) week advance notification.  
619 2) Six (6) or more days of vacation require at least two (2) weeks advance  
620 notification.
- 621 l. The burden shall be on the supervisor to show that a denial of a personal day or a  
622 vacation day is based upon interference with the business of the Nation.
- 623 m. Personal or Vacation Days can be taken when an employee is on probation. [\(GTC  
624 Resolution 5-23-11-B, HR Interpretation 5-8-17\)](#)
- 625 n. Trade-back for Cash - Each fiscal year, the Oneida Business Committee shall analyze  
626 fiscal conditions to determine whether employees may trade back personal and/or  
627 vacation hours for cash that fiscal year.
- 628 1) If the Oneida Business Committee approves trade-back for cash, they shall also  
629 determine whether (i) and/or (ii) applies: [\(See Revision\)](#)
- 630 i. All employees will have the opportunity to trade-back hours one time that  
631 year.
- 632 1. By August 15, each employee who has accumulated twenty-four (24)  
633 hours or more of vacation and/or personal days may opt to trade in  
634 his/her hours for cash.
- 635 2. Employees will receive their trade back on or before September 30 of  
636 that year.
- 637 ii. Only those employees who are unable to utilize their personal and/or  
638 vacation time due to working conditions, such as a shortage in staffing, as  
639 determined by the HRD Manager or designee, will have the opportunity to  
640 trade back hours on a quarterly basis.
- 641 1. Employees will receive their trade back within sixty (60) days after  
642 opting to trade back hours.
- 643 2) When trade-back for cash is approved by the Oneida Business Committee, the  
644 following standards shall apply:
- 645 i. Employees must decide which status (vacation or personal or both) from  
646 which their trade back will be drawn.
- 647 ii. Employees may not trade for cash more than eighty (80) hours in one year.  
648 [\(GTC Resolution, 5-23-11-B\)](#)
- 649 o. Additional Duties Compensation

- 650 p. Travel Time Compensation ([Work Standard , 3-20-13](#))
- 651
- 652 B. INSURANCES ([see separate publication](#)) for information on Oneida Nation Insurance plans.
- 653
- 654 C. RETIREMENT PLAN ([See separate publication for information on Tribal Retirement Plan](#)),
- 655 ([Separating Employees WS 5-6-13](#))
- 656 D. LEAVES
- 657 1. Meeting Attendance
- 658 a. Approval for attending any meetings inside normal working hours must be approved
- 659 in advance by the employee's immediate supervisor. ([BC Action, 5-16-89](#))
- 660 b. Employees who receive stipends or honoraria in excess of \$50.00 for attending
- 661 meetings during working hours will forfeit the amount in excess of \$50.00 from their
- 662 regular paycheck. Stipends for travel or per diem will not be deducted if
- 663 accompanied by receipts for such expenses.
- 664 c. Stipends or honoraria for intra-tribal meetings during normal working hours will
- 665 results in the employee's paycheck being reduced by the full amount of the stipend.
- 666 2. Funeral Leave ([Work Standard, 8-2-11](#))
- 667 a. All regular employees will be given a three (3) day leave without loss of pay for
- 668 funeral services for immediate family. Immediate family includes:
- 669 Husband            Mother            Brother            Great-grandparent
- 670 Wife                Father            Sister            Great-grandchildren
- 671 Mother-in-law    Son                Grandparent    Spouse's great-grandparents
- 672 Father-in-law    Daughter        Grandchild     Spouse's grandparents
- 673 Daughter-in-law   Sister-in-law    Brother-in-law
- 674 b. Three (3) day leave for other persons will be given only if the employee is responsible
- 675 for making funeral arrangements, subject to prior approval of supervisor.
- 676 c. All other funeral leave will be limited to no more than one (1) day with pay subject to
- 677 the notification and approval of the immediate supervisor. ([Mgmt Directive, 12-17-2009](#))
- 678 3. Leave of Absence ([Work Standard, 6-10-14](#))
- 679 a. A leave of absence without pay may be granted to employees for a justifiable reason
- 680 (including caring for a child, spouse or parent with a serious health condition) and
- 681 when in the best interest of the Nation.
- 682 1) Leaves of absence will not exceed three (3) months.
- 683 i. All leaves of absence must be approved by the Supervisor, Area Manager,
- 684 HRD Manager and General Manager. ([HR Interpretation, 12-8-16](#))
- 685 ii. Requests must be documented and submitted to the supervisor with as much
- 686 advance notice as possible.
- 687 iii. Disposition of requests will be made on the basis of staffing requirements.
- 688 2) Upon returning, the employee will be reinstated in the former position with full
- 689 status and benefits. Holiday, vacation, and sick leave will not be accrued during
- 690 the leave of absence.

- 691 3) No later than fifteen (15) working days prior to the expiration of the leave period  
 692 the employee must give notice in writing of his/her intent to return to the  
 693 position. Notice must be presented to the supervisor.  
 694 i. Failure to provide written notice will be interpreted to mean that the  
 695 employee does not intend to return following the leave. The position will be  
 696 posted and filled through the selection process. [\(HR Interpretation, 11-21-11\)](#)
- 697 4. Maternity Leave  
 698 a. Maternity leave will be granted for a period of six (6) weeks without pay.  
 699 1) An employee may elect to cover any portion of this time by using accumulated  
 700 sick days.  
 701 2) Any maternity-related absences for longer than six (6) weeks must be taken as a  
 702 medical leave of absence.
- 703 5. Military Leave  
 704 a. In addition to the following provisions, the Nation's Military Service Protection Act  
 705 shall govern Military Leave.  
 706 b. A Military Leave of Absence is afforded employees entering active duty without  
 707 accumulation of holiday, vacation or personal time during the period of leave. Any  
 708 accumulated benefits prior to leave will be maintained for the employee.  
 709 c. Time off for inactive duty training, examinations to determine fitness for duty and  
 710 funeral honors duty shall be afforded to employees without the accumulation or loss  
 711 of holiday, vacation or personal time. An employee will receive pay from the Nation  
 712 for any hours work that the employee was required to miss due to reservist training.  
 713 1) Any pay received for performing any of the above duties shall be deducted from  
 714 the employee's pay. [\(GTC Resolution, 1-26-08A\)](#)
- 715 6. Jury Duty  
 716 a. During a period of jury duty, an employee will receive pay from the Nation for any  
 717 hours of work missed due to jury duty.  
 718 1) Jury duty pay will be deducted from the employee's paycheck when determining  
 719 the amount of pay  
 720 2) No overtime will be allowed in determining employee pay while serving on jury  
 721 duty.
- 722 7. Educational Leave [\(BC Action, 5-4-90\)](#)  
 723 a. A leave of absence for education purposes will not exceed one (1) year.
- 724 8. Parent Policy Leave [\(BC Action, 3-2-94A\)](#) [\(Parental Leave Policy, 11-3-17\)](#)  
 725 a. Employees who are parents, guardians, or those individuals specifically referred to as  
 726 "immediate family" as defined in Section IV, page 6 of these Personnel Policies and  
 727 Procedures which includes husband, wife, mother, father, brother, sister, son,  
 728 daughter, mother-in-law, father-in-law, grandparent and grandchild may request to  
 729 participate in their child(ren)'s educationally sanctioned events not to exceed four (4)  
 730 hours per employee per month  
 731 1) These four (4) hours shall not accumulate.  
 732 b. Approval to utilize the four (4) hours must be obtained from the supervisor.



- 733 1) An employee shall request his/her supervisor to utilize this leave with a minimum  
 734 of twenty-four (24) hours' notice.  
 735 2) The Supervisor may request verification of  
 736 i. Guardianship of the child(ren) and/or  
 737 ii. The attendance of the employee at their child(ren)'s educationally sanctioned  
 738 event.  
 739 c. The burden shall be on the supervisor to show that a denial of the Parent Policy  
 740 Leave which is based upon interference with the business of the Nation.  
 741 d. This leave shall not be paid as overtime. The supervisor may have the option to use  
 742 flex time to cover this time off to attend their child(ren)'s educationally sanctioned  
 743 events.  
 744 e. All employees, except Emergency/Temporary, Youth Workers, Student Interns, and  
 745 Seasonal Workers during their first season, and Substitute Reliefs are eligible to  
 746 participate in this benefit.  
 747

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## 750 **SECTION V – EMPLOYEE RELATIONS**

751

### 752 A. ORIENTATION POLICY

753 The Oneida Nation reflects the unique culture and character of our Nation. The Oneida Nation  
 754 recognizes that this may present special problems and difficulties for a new employee. The  
 755 Nation therefore provides an Orientation Program designed to ease the new employee's  
 756 transition into a job and enable the new employee to become effective and productive as  
 757 quickly as possible.

758

#### 1. Orientation Program Outline

759

a. Overview

760

b. Tribal Government and Procedures

761

c. Key Policies and Procedures

762

d. Benefits

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e. Safety, Health and Security

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f. Departmental Orientation

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#### 2. Responsibilities

766

a. The HRD Office will administer the General Orientation Program

767

1) The HRD Office will assist Divisions in administering Departmental Orientation  
 Programs.

768

b. The HRD Office will develop and establish an Employee Mentor Program with each  
 Division.

769

1) Employee Mentors will be responsible for conducting the Departmental  
 Orientation.

770

2) Employee Mentors will assist new employees throughout their probation period  
 as a source of references and referrals.

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776

c. The HRD Office will annually review the General Orientation Program and each  
 Departmental Orientation Program to:

- 777 1) Evaluate the effectiveness of each Program,  
 778 2) Modify programs as necessary.  
 779 3) Requirements  
 780 a) The HRD Office will provide a copy of the Employee Policy and Procedures  
 781 Manual to new employees before (if possible) the scheduled starting date.  
 782 b) The General Orientation Program will be completed in appropriate stages  
 783 within the first month of the new employee's starting date.  
 784 i. The Departmental Orientation will be completed within the first week of  
 785 the starting date.  
 786 c) The HRD Office will administer a NEW Employee Reporting Form to provide  
 787 information for the purposes of maintaining a Nation-wide skills assessment  
 788 inventory and a management succession plan.  
 789

## 790 B. EVALUATIONS

- 791 1. Evaluation reports will be used in determining all promotions, transfers and salary  
 792 adjustments.  
 793 2. Annual evaluation reports for each employee will be submitted to the HRD Office by  
 794 August 1 of each year. [\(Work Standard, 6-23-15\)](#)  
 795 a. Evaluation reports will be retained in each employee's personnel file.  
 796 3. All Oneida Nation employees will be evaluated at least once a year.  
 797 a. Employee performance evaluations will be conducted by each employee's immediate  
 798 supervisor. The Business Committee will conduct the performance evaluation of the  
 799 General Manager. [\(HR Interpretation, 12-8-16\)](#)  
 800 b. The supervisor will discuss the evaluation with each employee. The evaluation will  
 801 then be signed by the employee and the supervisor and forwarded to the HRD  
 802 Office.  
 803 4. Satisfactory evaluations may result in the employee receiving an increase in pay within  
 804 their grade level provided that the employee has not attained the highest step within the  
 805 grade.  
 806 a. Unsatisfactory evaluations will result in probation status for the employee. The  
 807 supervisor shall provide documentation to the Area Manager and to the employee  
 808 detailing the deficiency(s). A repeat evaluation will be conducted three (3) months  
 809 after the unsatisfactory evaluation. This second evaluation will result in the  
 810 employee:  
 811 1) Being removed from probation and receiving a salary increase if the second  
 812 evaluation results in an overall satisfactory rating; or  
 813 2) Receiving appropriate disciplinary actions if the second evaluation also results in  
 814 an unsatisfactory rating.  
 815 b. Employees may appeal unsatisfactory evaluations to the HRD Manager. The HRD  
 816 Manager will consult with the supervisor and the employee to negotiate an  
 817 appropriate resolution [\(Work Standard, 12-8-16\)](#)  
 818

## 819 C. CAREER DEVELOPMENT

- 820 1. Oneida Nation employees are encouraged to develop their skills and abilities by  
 821 pursuing education at a local educational institution. [\(BC Action, 9-9-92\)](#)  
 822 a. Oneida Nation employees must provide a general Career Development Plan to the  
 823 supervisor listing the goals and objectives of the training and education to be  
 824 undertaken.

- 825 2. Oneida Nation employees may be eligible for assistance for one (1) course per semester.  
 826 The employee must attempt to arrange to take the class outside his/her normal working  
 827 hours.  
 828 a. Where a class conflicts with the employee's work schedule, the needs of the Tribal  
 829 unit take precedence; however, the supervisor shall attempt to accommodate the  
 830 employee's request.  
 831 b. In no case shall the accommodation exceed actual class hours plus reasonable travel  
 832 time.  
 833 c. Employees must obtain the approval of their immediate supervisor to take a course  
 834 on work time.
- 835 3. The supervisor's approval and estimated cost must be submitted to the HRD Office, the  
 836 Area Manager and the General Manager. [\(HR Interpretation, 12-8-16\)](#)
- 837 4. The cost of the books, tuition and fees for the course shall be paid by the Nation through  
 838 funds budgeted in programs or through the Higher Education program.  
 839 a. Reimbursement for books, tuition and fees is contingent upon the employee  
 840 receiving at least a C (2.0 on a 4.0 point scale).  
 841 b. Employees who receive less than the required grade point will be required to  
 842 reimburse the program for whatever costs were incurred.

#### 843 D. COMPLAINTS, DISCIPLINARY ACTIONS, AND GRIEVANCES

844 Disciplinary procedures provide a systematic process for handling problem employees.  
 845 Disciplinary procedures serve to correct unacceptable behavior and to protect the Nation.  
 846 Grievance procedures provide a systematic process for hearing and evaluating job related  
 847 disputes. Grievance procedures serve to protect employees from inconsistent and unfair  
 848 treatment. In all cases of grievance and discipline, supervisors are enjoined to use common  
 849 sense, discretion and judicious good sense to resolve complaints between employees,  
 850 exercise disciplinary prerogatives, and handle grievances.

851 [\(HR Interpretation, 2-4-13\)](#) [\(HR Interpretation, 1-29-14\)](#)

##### 852 1. Complaints

- 853 a. Should an employee have a disagreement with another employee, he/she may  
 854 lodge an informal (verbal) or formal (written) complaint with the employee's  
 855 supervisor.  
 856 b. The supervisor will investigate the complaint and attempt to resolve the  
 857 disagreement.  
 858 c. If the employee lodging the complaint is dissatisfied with the attempted resolution,  
 859 he/she may ask the Area Manager to attempt a resolution.  
 860 d. There is no further appeal of this process.

##### 861 2. Disciplinary Actions

- 862 a. Disciplinary actions will be initiated by an immediate supervisor for the purpose of  
 863 correcting unacceptable work performance. The supervisor will always discuss the  
 864 action with the employee being disciplined to ensure that the employee:  
 865 1) Understands the reason for the disciplinary action;  
 866 2) Understands the expected work performance in light of the disciplinary action;  
 867 3) Understands the consequences of continued unacceptable behavior.  
 868 b. A supervisor shall initiate disciplinary actions commensurate with the seriousness of  
 869 the unsatisfactory performance. A supervisor must consider each disciplinary action  
 870 in progressive order and justify a deviance from that recommended progression.  
 871 c. The actions listed below are examples of unacceptable work performance and do  
 872 not constitute a comprehensive or exhaustive list. The actions in parentheses are  
 873

- 874 guidelines for a supervisor to use in administering disciplinary actions. (W = written  
 875 warning; S = suspension; T = termination):
- 876 1) Work Performance
- 877 a) Insubordination (including disobedience) or failure/refusal to carry out  
 878 assignments or instructions. (W/S/T)
- 879 b) Loafing, loitering, sleeping or engaging in personal business. (W/S/T)
- 880 c) Unauthorized disclosure of confidential information or records. (S/T)
- 881 d) Falsifying records or giving false information to departments and/or  
 882 employees responsible for Recordkeeping. (S/T)
- 883 e) Failure to provide accurate and complete information where such  
 884 information is required by an authorized person. (S/T)
- 885 f) Failure to comply with health, safety and sanitation requirements, rules and  
 886 regulations. (W/S/T)
- 887 g) Negligence in the performance of assigned duties. (W/S/T)
- 888 2) Attendance and Punctuality
- 889 a) Failure to report promptly and observe work schedules (such as starting time,  
 890 quitting time, rest and meal breaks) without the specific approval of the  
 891 supervisor. (W/S/T)
- 892 b) A pattern of unexcused or excessive absenteeism and/or tardiness. (W/S/T)
- 893 3) Use of Property
- 894 a) Unauthorized or improper use of Oneida Nation property or equipment (for  
 895 example, Oneida Nation vehicles, telephone, mail services, etc.) (W/S/T)
- 896 b) Unauthorized possession, removal or willful destruction of Oneida Nation or  
 897 another employee's property (including improper use of possession of  
 898 uniforms, identification cards, badges, permits or weapons). (Willful  
 899 destruction of property may subject the violator to applicable liability laws.)  
 900 (T)
- 901 c) Unauthorized use, lending, borrowing or duplicating of Oneida Nation keys.  
 902 (T)
- 903 d) Unauthorized entry of Oneida Nation property, including unauthorized entry  
 904 outside of assigned hours of work or entry into restricted areas without prior  
 905 supervisory approval. (S/T)
- 906 e) Theft or property shall include theft, embezzlement, cheating, defrauding,  
 907 pilfering, robbery, extortion, racketeering, swindling or any of these actions,  
 908 or conspiracy to commit such actions with Oneida Nation employees or other  
 909 persons against the Nation, its guests, employee, members, customers and/or  
 910 clients while on or about Tribal premises. (S/T) [\(BC Action, 12-2-88\)](#)
- 911 4) Personal Actions and Appearance
- 912 a) Threatening, attempting, or doing bodily harm to another person. (T)
- 913 b) Intimidating, interfering with or using abusive language toward customers,  
 914 clients, co-workers or others. (S/T)
- 915 c) Making false or malicious statements concerning other employees,  
 916 supervisors or program heads. (W/S/T)
- 917 d) Use of alcohol or illegal controlled substances during work hours. (S/T)  
 918 [\(GTC Resolution, 01-05-09A\)](#)
- 919 e) Reporting for work under the influence of alcohol or illegal controlled  
 920 substances. (S/T) [\(GTC Resolution, 01-05-09A\)](#)
- 921 f) Failure to immediately report any work-related injuries to the immediate  
 922 supervisor. (W/S)

- 923 g) Direct involvement in political campaigning during scheduled work hours.  
 924 Violations include:  
 925 i. Use of Oneida Nation employment title in Oneida Nation campaign  
 926 activities. (W/S/T)  
 927 1. Political materials include: leaflets, brochures, etc. which solicit support  
 928 for candidates for office.  
 929 2. Resolutions or petitions which propose that a political action be  
 930 initiated.  
 931 3. Leaflets, newsletters, or other written materials the purpose of which  
 932 is to espouse political views or opinions.  
 933 h) The acceptance of gifts or gratuities for personal gain in the course of official  
 934 duties. (Customers are allowed to tip Bingo workers, Oneida Tobacco  
 935 Enterprise workers, and Museum Workers.) (W/S/T)  
 936 i) Inappropriate dress or personal hygiene which adversely affects the proper  
 937 performance of duties or constitutes a health or safety hazard. (W/S)  
 938 j) Failure to exercise proper judgment. (W/S/T)  
 939 k) Failure to be courteous in dealing with fellow employees or the general  
 940 public. (W/S/T)  
 941 l) Any of the following acts by employees: Arson, bribery, perjury, obstruction  
 942 or interference with an investigation authorized by the Oneida Nation. (S/T)  
 943 [\(BC Action, 12-2-88\)](#)  
 944  
 945 m) The use, possession, selling or purchasing of, or attempt to sell or purchase  
 946 alcohol, and/or controlled substances on or about Oneida Nation premises.  
 947 (S/T)  
 948 [\(BC Action, 12-2-88\)](#)  
 949 n) Any violation of duly adopted Oneida Nation ordinances. (W/S/T) [\(BC Action, 12-](#)  
 950 [2-88\)](#)  
 951 5) Sexual Harassment Policy  
 952 It is the Oneida Nation's Policy that all employees have a right to work in an  
 953 environment free of discrimination which includes freedom from harassment,  
 954 more specifically sexual harassment. The Oneida Nation considers sexual  
 955 harassment, in whatever form, in the workplace to be a serious violation of an  
 956 individual's dignity and personal rights. In all matters, where complaint of sexual  
 957 harassment is lodged against an employee, the Oneida Nation has a duty and  
 958 obligation to conduct a thorough investigation using discretion, good judgment  
 959 and the principles and practice of strict confidentiality. If sexual harassment has  
 960 been committed, the progressive disciplinary process is as follows (W/S/T).  
 961  
 962 Sexual Harassment is defined as unwelcome sexual advances, requests for sexual  
 963 favors, and other verbal or physical conduct of a sexual nature when (1)  
 964 submission to such conduct is made either explicitly or implicitly a term or  
 965 condition of an individual's employment, (2) submissions to or rejection of such  
 966 conduct by an individual is used as the basis for employment decisions affecting  
 967 such individuals, or (3) such conduct has the purpose or effect of substantially  
 968 interfering with an individual's work performance or creating an intimidating,  
 969 hostile, or offensive work environment.  
 970 a) Sexual Harassment (W/S/T)  
 971 i. Procedure



- 972 a. Should an employee have a complaint, he/she should file a formal  
 973 (written) complaint with the Human Resources Department.  
 974 b. The Human Resources Department is obligated to investigate the  
 975 complaint which is to be held in the strictest confidence. This  
 976 investigation shall be done within five (5) working days from  
 977 receiving the formal written complaint.  
 978 c. After investigating the complaint and the Human Resources  
 979 Department finds cause to take disciplinary action due to sexual  
 980 harassment violation, the employee will be disciplined accordingly  
 981 by their supervisor. This disciplinary action shall be initiated within  
 982 five (5) working days from the date the supervisor receives the  
 983 report from the Human Resource Department. [\(BC Actions, 7-16-93\)](#)
- 984 3. Accumulated Disciplinary Actions Warranting Termination [\(HR Interpretation, 1-29-14\)](#) (Provided  
 985 that the Drug and Alcohol Free Workplace Policy shall govern disciplinary actions  
 986 warranting termination for drug and alcohol related violations.) [\(GTC Resolution, 01-05-09A\)](#)  
 987 a. The accumulation of three (3) upheld warning notices within any twelve (12) month  
 988 period. (T)  
 989 b. The accumulation of two (2) upheld suspensions within any twelve (12) month  
 990 period. (T)  
 991 c. The accumulation of three (3) of any combination of upheld warning notices and/or  
 992 upheld suspensions within any twelve (12) month period. (T)
- 993 4. Substance Abuse Disciplinary Procedure - Section was deleted. [\(GTC Resolution, 01-05-09-A\)](#)  
 994 [Click here](#) for Drug and Alcohol Free Workplace Policy.
- 995 5. Disciplinary Procedure [\(Disciplinary Flowchart\)](#)  
 996 The following procedure shall be adhered to whenever disciplinary action is taken.  
 997 a. Supervisor becomes aware of unsatisfactory work performance or violation.  
 998 1) Supervisor investigates through a meeting with the employees and determines  
 999 whether disciplinary action is warranted.
- 1000 b. If disciplinary action is warranted, within five (5) working days the supervisor will fill  
 1001 out the five (5) part disciplinary action form stating the behavior for which the action  
 1002 is being taken, the time and date of its occurrence, and the specific policy section  
 1003 under which action is being taken.
- 1004 c. The form will be discussed with the employee and a corrective action will be  
 1005 identified.
- 1006 d. The employee being disciplined will sign the form.  
 1007 1) Should an employee being disciplined refuse to discuss the action with his/her  
 1008 supervisor, the supervisor shall so note this, with date of refusal, on the form and  
 1009 distribute as in 5.e.
- 1010 e. Copies will be given to the employee, the HRD Manager, the supervisor, the Area  
 1011 Manager and General Manager within twenty-four (24) hours of the conference with  
 1012 the employee. [\(HR Interpretation, 12-8-16\)](#)
- 1013 f. Should a disciplinary action result in the suspension or termination of an employee,  
 1014 the following guidelines shall apply:  
 1015 1) The supervisor shall consult with the HRD Manager to mutually determine the  
 1016 length of the suspension.  
 1017 a) Suspensions will be limited to a maximum of three (3) weeks.  
 1018 b) Suspension/terminations that are overturned in the appeal process shall  
 1019 result in the employee receiving back pay for the days he/she was  
 1020 suspended/terminated.



- 1021 6. Grievance ([Grievance Flowchart](#))
- 1022 An employee who receives a disciplinary action which he/she believes is unfair may
- 1023 grieve the action. The Grievance process (including appeals of disciplinary action) shall
- 1024 be conducted with utmost consideration for due process (within the time limits set forth
- 1025 herein) but will allow and account for recognized Tribal holidays and unforeseen
- 1026 circumstances (such as illnesses, deaths in the immediate family of principals, etc.). The
- 1027 HRD office will make every attempt to ensure that grievance procedures are concluded
- 1028 within forty-five (45) working days; however, extensions granted for reasonable
- 1029 unforeseen circumstances (as determined by the HRD Manager) may extend the process
- 1030 The Grievance process will be governed by the following guidelines: ([HR Interpretation, 8-19-](#)
- 1031 [2011](#)) ([HR Interpretation, 1-29-2014](#))
- 1032 a. For all disciplinary actions, regardless of severity:
- 1033 1) The employee (petitioner) must file an appeal in writing.
- 1034 a) The employee may seek the assistance of a spokesperson or advocate at any
- 1035 time after the disciplinary action has been issued in order to aid in the
- 1036 resolution of the grievance process.
- 1037 b) The appeal must be filed with the Area Manager and the HRD Manager (or
- 1038 designee) within ten (10) working days from the day the employee receives
- 1039 the disciplinary action.
- 1040 2) The Area Manager, for all disciplinary action investigations, will have ten (10)
- 1041 working days from the receipt of the employee's appeal to complete the
- 1042 investigation. One extension of no more than five (5) working days may be
- 1043 requested of and granted by the HRD Manager (or designee) at his or her
- 1044 discretion.
- 1045 3) The Area Manager will do one of the following:
- 1046 a) Uphold the disciplinary action; or
- 1047 b) Modify the disciplinary action; or
- 1048 c) Overturn the disciplinary action. If a suspension or termination is overturned,
- 1049 the employee (petitioner) shall be reinstated with full back pay.
- 1050 4) The Area Manager will file a decision with the employee and the HRD Manager
- 1051 (or designee) and will include a reason for the decision, an explanation of the
- 1052 decision and the action to be taken as a result of it.
- 1053 b. Filing a Complaint ([BC Resolution, 3-18-19](#))
- 1054 1) An employee may appeal the Area Manager's decision to the Oneida Personnel
- 1055 Commission by filing a complaint with the Human Resources Department on
- 1056 behalf of the Oneida Personnel Commission.
- 1057 a) The employee shall file the appeal within ten (10) working days from the
- 1058 employee's receipt of the Area Manager's decision
- 1059 2) The Human Resources Department shall notify the Human Resources
- 1060 Department Manager of receipt of the appeal within one (1) business day of
- 1061 receipt of the appeal.
- 1062 c. Collection of Information
- 1063 1) The Human Resources Department shall collect all information the Area Manager
- 1064 used in making the decision to uphold the disciplinary action.
- 1065 d. Review of the Complaint
- 1066 1) The Human Resources Department shall provide the information obtained to the
- 1067 Oneida Personnel Commission members selected to serve as the hearing body
- 1068 for the complaint, and the Oneida Personnel Commissioners shall review all the
- 1069 information submitted by the Petitioner and the Human Resources Department
- 1070 to determine if one or both conditions exist;

- 1071 a) The decision of the Area Manager is clearly against the weight of the  
 1072 evidence; and/or  
 1073 b) Procedural irregularities were exhibited during the appeal process that were  
 1074 harmful to one of the parties to the grievance.
- 1075 2) If Oneida Personnel Commission members selected to serve as the hearing body  
 1076 for the complaint find one or both conditions exist, the Human Resources  
 1077 Department shall convene the Oneida Personnel Commission to hear the  
 1078 grievance.
- 1079 3) If the Oneida Personnel Commission members find that neither condition exists,  
 1080 the Oneida Personnel Commission will deny the appeal for a hearing and affirm  
 1081 the decision of the Area Manager.
- 1082 e. Convening a Hearing
- 1083 1) The Human Resources Department shall schedule a time and location for the  
 1084 grievance hearing and shall confirm the participation of the Oneida Personnel  
 1085 Commission members selected to serve as the hearing body for the complaint.
- 1086 2) The Human Resources Department shall send notice of the hearing to the  
 1087 petitioner, respondent, and Oneida Personnel Commission members at least five  
 1088 (5) working days prior to the hearing date.
- 1089 3) The Human Resources Department shall provide copies of all information on the  
 1090 subject case upon which the disciplinary action was upheld to the members of  
 1091 the Oneida Personnel Commission at least two (2) working days prior to the  
 1092 appeal date.
- 1093 4) The Human Resources Department shall allow the petitioner and respondent  
 1094 access to this information in the Human Resources Department Office at least  
 1095 two (2) days prior to the appeal date.
- 1096 f. Hearing Procedure
- 1097 1) The order of presentation for the hearing shall be:
- 1098 a) Petitioner's opening statement;  
 1099 b) Respondent's opening statement;  
 1100 c) The Petitioner's case;  
 1101 d) The Respondent's case;  
 1102 e) Petitioner's closing statement  
 1103 f) Respondent's closing statement
- 1104 2) The petitioner shall have the right to be represented by an advocate, at his or her  
 1105 own expense. The respondent and/or area manager who is party to the  
 1106 grievance action shall have access to an advocate for consultation and/or  
 1107 representation. Should the petitioner engage outside professional legal  
 1108 representation, the respondent and/or area manager shall have access to the  
 1109 professional legal representation.
- 1110 a) Should the petitioner and his or her representative both fail to appear for any  
 1111 scheduled hearing without justifiable cause, the decision of the Area  
 1112 Manager shall be upheld, and the grievance dismissed.
- 1113 b) Should the respondent and his/her representative both fail to appear for any  
 1114 scheduled hearing without justifiable cause, the decision of the Area  
 1115 Manager shall be overturned.
- 1116 3) If new evidence which was previously unavailable is introduced at any point  
 1117 during the hearing process, the Oneida Personnel Commission hearing shall be  
 1118 suspended, and the case will be remanded to the Area Manager for  
 1119 reconsideration.

- 1120 a) The Area Manager shall reconsider the decision in light of the new evidence
- 1121 and issue a decision within three (3) working days.
- 1122 b) This procedure may be invoked only once.
- 1123 c) Thereafter, the appeal process shall continue to a conclusion based on the
- 1124 information originally presented and the newly introduced evidence.
- 1125 i. If the Area Manager overturns his or her decision, the case would not
- 1126 come back for a hearing.
- 1127 ii. If the Area Manager affirms his or her decision, then the case will come
- 1128 back to the Oneida Personnel Commission to complete the hearing.
- 1129 4) The Oneida Personnel Commission’s decision shall be based solely on the
- 1130 information presented to them before the appeal hearing, the record of the prior
- 1131 proceedings, and any new evidence if introduced appropriately.
- 1132 5) The Oneida Personnel Commission may:
- 1133 a) Uphold the disciplinary action; or
- 1134 b) Overturn the disciplinary action and:
- 1135 i. Reinstatement the employee (petitioner) with full back pay for any lost time; or
- 1136 ii. Reinstatement the employee (petitioner) without back pay.
- 1137 6) The Oneida Personnel Commission shall provide notification of the final decision
- 1138 within five (5) working days following the hearing. Notification of the final
- 1139 decision shall include;
- 1140 a) The final decision;
- 1141 b) The reason(s) for the final decision; and
- 1142 c) The action to be taken as a result of the final decision.
- 1143 7) The Human Resources Department shall keep records of the hearing, and
- 1144 provide copies of administrative advocacy rules, procedural rules, and time line
- 1145 rules to interested parties.

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**SECTION VI – SAFETY AND HEALTH**

**A. POLICY**

The personal safety and health of each employee, customer and client of the Oneida Nation is of primary importance. The prevention of injuries and illnesses is of such importance that it will take precedence over operating productivity whenever necessary.

The Oneida Nation will maintain a safety and health program conforming to the best practices available. To be successful, this program will work to develop the proper attitudes toward on-the-job injury and illness prevention on the part of supervisors and employees. This program will strive to develop a high level of cooperation in all safety and health matters between supervisors and employees and among employees.

The objective of this program is a safe and healthy environment that will reduce the number of job-related injuries and illnesses to an absolute minimum. The Nation's goal is zero accidents and illnesses.

**B. PROCEDURES**

The Oneida Nation Safety Committee will adopt and enforce through the Personnel Department procedures related to the education of the Nation's work force in matters of safety and health. These procedures will include all education and prevention activities, assessments and evaluations, and reporting.

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**SECTION VII – PROGRAM/ENTERPRISE RULES & REGULATIONS**

- A. Enterprises and programs may establish internal rules and regulations to facilitate the administration of Oneida Nation Personnel Policies and Procedures.
  - 1. In no case will these internal rules and/or regulations conflict with or take the place of Oneida Nation Personnel Policies and Procedures.
  - 2. Enterprises and programs which establish internal rules and regulations will file a copy of the rules and regulations with the Personnel Department.

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**SECTION VIII – RECORDKEEPING**

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**A. PERSONNEL OFFICE**

- 1. Basic records to be retained include:
  - a. Reference Data
  - b. Job Descriptions
  - c. Resumes and Applications
  - d. Interview notes/selection information
  - e. Resignations
  - f. Employee tax exemption claims
  - g. Disciplinary action information
  - h. Performance evaluations
  - i. Insurance coverage/changes
  - j. Transfers
- 2. The Personnel Office shall keep and maintain a complete record of each employee throughout his/her term of employment.
  - a. Oneida Nation employees shall have access to their employment file.
  - b. Employment files kept by the Personnel Office shall be considered confidential information. Release of any information to a third party must have the consent of the employee in writing.

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**B. ACCOUNTING DEPARTMENT**

- 1. Basic records to be retained include:
  - a. Attendance records
  - b. Employee Time Sheets
  - c. Earnings - in the form of computer printouts





- 1292 d. Travel - in the form of complete travel authorization forms.
- 1293 1) Time sheets and travel reports shall be filled out by every employee for pay
- 1294 period, collected by the program head, and forwarded to the Department.
- 1295 2. The Accounting Department shall retain all records for a period of seven (7)
- 1296 years. [\(BC Action, 10-14-09B\)](#)

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**SECTION IX – PRIVACY AND CONFIDENTIALITY OF EMPLOYEE RECORDS**

1308 The Human Resources Department of the Oneida Nation collects information from employees in  
1309 order to make decisions regarding personnel actions including hiring, transfers and promotions,  
1310 training, compensation and benefits, disciplinary actions and other job opportunities. This  
1311 information is maintained by the Human Resources Department in individual files for as long as  
1312 the person is an employee of the Oneida Nation.

1313 A. STATEMENT OF POLICY

1314 As a general rule, the Oneida Nation considers all information contained in these files to be  
1315 private and confidential. No information of any type shall be released to any person or agent of  
1316 any organization without the written consent of the employee except under the conditions  
1317 outlined herein.

1318 B. EMPLOYEE ACCESS

1319 In addition, the Oneida Nation recognizes that the information contained in each employee’s  
1320 file is personal and that the lives of its employees are subject to changes. Therefore, the Oneida  
1321 Nation provides for employee access to his/her personnel file. Employees are allowed to review  
1322 their file and submit a statement of amendment should their review uncover any inaccurate,  
1323 obsolete or irrelevant information. Should any information come into dispute, an employee’s  
1324 statement of dispute will be accessed into the file.

1325 C. RELEASE OF INFORMATION TO THIRD PARTIES

1326 The Oneida Nation is obligated by law to release certain information to outside parties. Such  
1327 parties include the State of Wisconsin’s Unemployment Compensation Department and its  
1328 Workers Compensation Division and the United States Social Security Administration. Any  
1329 additional information released to a third party by the Human Resources Department related to  
1330 employee records shall consist of summary information and will not include any identifying



1331 personal information. (Such information may be total numbers of males and females in the  
1332 workforce, mean, median and average age of the workforce, etc.)

1333 The Oneida Nation will release personal information on employees when a request is  
1334 accompanied by a written release signed by the employee. The Human Resources Department  
1335 will make every effort to validate this request by contacting the employee. In no case shall the  
1336 Oneida Nation release personal information from an employee's file without this consent.

1337

Adopt the resolution entitled Amendments to the Budget Management and Control Law

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## Business Committee Agenda Request

1. Meeting Date Requested: 05/11/22

2. Session:

Open     Executive – must qualify under §107.4-1.

Justification: *Choose or type justification.*

3. Requested Motion:

Accept as information; OR

Adopt the resolution titled, Amendments to the Budget Management and Control Law

4. Areas potentially impacted or affected by this request:

Finance

Programs/Services

Law Office

MIS

Gaming/Retail

Boards, Committees, or Commissions

Other: Legislative Operating

Committee

5. Additional attendees needed for this request:

*Name, Title/Entity OR Choose from List*

*Name, Title/Entity OR Choose from List*

*Name, Title/Entity OR Choose from List*

*Name, Title/Entity OR Choose from List*

**6. Supporting Documents:**

- |                                                                 |                                                             |                                                         |
|-----------------------------------------------------------------|-------------------------------------------------------------|---------------------------------------------------------|
| <input type="checkbox"/> Bylaws                                 | <input checked="" type="checkbox"/> Fiscal Impact Statement | <input type="checkbox"/> Presentation                   |
| <input type="checkbox"/> Contract Document(s)                   | <input checked="" type="checkbox"/> Law                     | <input type="checkbox"/> Report                         |
| <input checked="" 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 checked="" 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: Legislative Analysis |                                                             |                                                         |

**7. Budget Information:**

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

**8. Submission:**


Authorized Sponsor: David P. Jordan, Councilman

Primary Requestor: Clorissa N. Santiago, LRO Senior Staff Attorney



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: May 11, 2022  
 RE: Adoption of the Budget Management and Control Law Amendments

---

Please find the following attached backup documentation for your consideration of the adoption of the Budget Management and Control Law Amendments:

1. Resolution: Amendments to the Budget Management and Control Law
2. Statement of Effect: Amendments to the Budget Management and Control Law
3. Budget Management and Control Law Amendments Legislative Analysis
4. Budget Management and Control Law Amendments Draft (Redline)
5. Budget Management and Control Law Amendments Draft (Clean)
6. Budget Management and Control Law Amendments Fiscal Impact Statement

#### Overview

The Budget Management and Control law (“the Law”) set forth the requirements to be followed by the Oneida Business Committee and the Oneida fund units when preparing the budget to be presented to the General Tribal Council for approval, and to establish financial policies and procedures for the Nation which:

- institutionalize best practices in financial management to guide decision makers in making informed decisions regarding the provision of services, implementation of business plans for enterprises, investments, and capital assets;
- provide a long term financial prospective and strategic intent, linking budget allocations to organizational goals, as well as providing fiscal controls and accountability for results and outcomes;
- identify and communicate to the membership of the Nation spending decisions for the government function, grant obligations, enterprises, membership mandates, capital expenditures, technology projects, and capital improvement projects;
- establish a framework for effective financial risk management; and
- encourage participation by the Nation’s membership. [1 O.C. 121.1-1].

On November 24, 2020, the Oneida Business Committee adopted emergency amendments to the Law in response to the COVID-19 pandemic to provide that in the event that the Nation proclaims an emergency, in accordance with the Emergency Management law, which prevents presentation and adoption of the budget by the General Tribal Council, the Oneida Business Committee shall adopt the Nation’s budget. [1 O.C. 121.5-3(b)(1)]. These emergency amendments were set to expire on May 24, 2021.

The Oneida Business Committee then adopted additional emergency amendments to the Law on May 12, 2021, to address the Nation’s non-compliance with the budget development process and



deadlines contained in the Law. The emergency amendments to the Law removed much of the details of the budget process, requirements, and deadlines from the Law, and instead provide that the Treasurer shall develop the necessary guidelines and procedures, including specific deadlines, for the Nation's budget development process, to be reviewed and approved by the Oneida Business Committee. [1 O.C. 121.5-3(a)]. These emergency amendments were subsequently extended through the adoption of resolution BC-11-10-21-B. The emergency amendments to the Law are set to expire on May 12, 2022.

The Legislative Operating has now developed permanent amendments to the Law for consideration by the Oneida Business Committee. The proposed permanent amendments to the Law were developed in collaboration with the Nation's Treasurer, Chief Financial Officer, Assistant Chief Financial Officer, Budget Analyst, and Strategic Planner. The Legislative Operating Committee held twenty-five (25) work meetings on the development of the amendments to the Law.

The proposed amendments to the Law will:

- Revise the name of this law from Budget Management and Control Law to *Budget and Finances Law*;
- Expand the purpose and policy of this Law to address other financial policies and procedures for the Nation beyond just the budget process [1 O.C. 121.1-1, 121.1-2];
- Eliminate the strategic planning provisions from this Law, instead providing simply that the Oneida Business Committee should develop and adopt a strategic plan, broad goals, or priorities for the Nation that the budget shall reflect [1 O.C. 121.4-1(c), 121.5-1(b)];
- Clarify the authority and responsibilities of those individuals who play a part in the Nation's budget process [1 O.C. 121.4];
- Simplify the budget process and procedure contained in the Law to improve the Nation's compliance with the Law and provide more flexibility to adjust the budget development and adoption procedure to meet the Nation's current circumstances [1 O.C. 121.5];
- Include new provisions which address:
  - unbudgeted expenditures [1 O.C. 121.6-4];
  - obligated future expenditures [1 O.C. 121.6-5];
  - capital contributions [1 O.C. 121.6-7];
  - grants [1 O.C. 121.7];
  - debt [1 O.C. 121.8];
  - employment and labor allocations [1 O.C. 121.9]; and
  - unbudgeted positions. [1 O.C. 121.6-4].

A public meeting, in accordance with the Legislative Procedures Act, was not held for the proposed amendments to the Law due to the COVID-19 pandemic. In accordance with the Emergency Management and Homeland Security law, on March 12, 2020, Chairman Tehassi Hill signed a "Declaration of Public Health State of Emergency" regarding COVID-19 which declared a Public Health State of Emergency for the Nation until April 12, 2020. [3 O.C. 302.8-1]. The Public Health State of Emergency for the Nation has since been extended until May 23, 2022, by the Oneida Business Committee through the adoption of resolutions BC-03-28-20-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, BC-03-10-21-D, BC-05-12-21-A, BC-06-



23-21-B, BC-07-28-21-N, BC-09-22-21-A, BC-11-24-21-F, BC-01-12-22-B, and BC-03-23-22-A.

On December 8, 2021, the Oneida Business Committee adopted resolution BC-12-08-21-B, *Updating Public Gathering Guidelines During Public Health State of Emergency - COVID-19*, which superseded Oneida Business Committee resolution BC-08-13-21-A, *Setting Public Gathering Guidelines During Public Health State of Emergency - COVID-19*, and provided updated guidelines on holding meetings both indoors and outdoors. This resolution provided that when the following levels are met, indoor meetings of the Nation are feasible, provided that all organizers and participants should consider additional health safety measures when attending such as wearing a face mask, washing hands frequently, and social distancing:

- When COVID-19 Case Activity rates are at or below low in Brown and Outagamie Counties, or the county in which the activity is being held, as identified on the Wisconsin Department of Health Services website for the most recent period.
- When COVID-19 Percent Positive rates are at or below low in Brown and Outagamie Counties, or the county in which the activity is being held, as identified on the Wisconsin Department of Health Services website for the most recent period.
- When COVID-19 Community Transmission Rates by ZIP Code Tabulation Area are at or below low in designated ZIP Codes or the ZIP Code in which the activity is being held, as identified on the Wisconsin Department of Health Services website for the most recent period.

During the time of the development of the amendments to this Law the requirements for holding an indoor public meeting provided for in resolution BC-12-08-21-B were not met. The Nation's COVID-19 Core Decision Making Team addressed the issue of not being able to safely hold public meetings through its March 27, 2020, declaration, *Suspension of Public Meetings under the Legislative Procedures Act*. This declaration suspended the Legislative Procedures Act's requirement to hold a public meeting during the public comment period, but still 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.

Although an in-person public meeting for the proposed amendments to the Law was not held, the public comment period was still held open until February 2, 2022. The Legislative Operating Committee reviewed and considered all public comments that were received on February 16, 2022.

Adoption of the amendments to this Law complies with the process and procedures of the Legislative Procedures Act as it has been modified by the COVID-19 Team's "*Suspension of Public Meetings under the Legislative Procedures Act*" declaration.

#### **Requested Action**

Adopt the Resolution: Amendments to the Budget Management and Control Law

# Oneida Nation

Post Office Box 365

Phone: (920)869-2214



Oneida, WI 54155

## BC Resolution # Amendments to the Budget Management and Control 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 Budget Management and Control law (“the Law”) was adopted by the Oneida Business
- 10                   Committee through resolution BC-02-08-17-C, and most recently amended on an
- 11                   emergency basis through resolutions BC-11-24-20-E, BC-05-12-21-C, and BC-11-10-21-
- 12                   B; and
- 13
- 14   **WHEREAS,**   the Law sets forth the requirements to be followed by the Oneida Business Committee and
- 15                   Oneida fund units when preparing the budget to be presented to the General Tribal Council
- 16                   for approval and to establish a triennial strategy planning process for the Nation’s budget;
- 17                   and
- 18
- 19   **WHEREAS,**   on March 12, 2020, Chairman Tehassi Hill signed a “*Declaration of Public Health State of*
- 20                   *Emergency*” regarding COVID-19 which declared a Public Health State of Emergency for
- 21                   the Nation until April 12, 2020, which was subsequently extended by the Oneida Business
- 22                   Committee until May 23, 2022, through the adoption of the following resolutions: BC-03-
- 23                   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-
- 24                   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
- 25                   BC-03-10-21-D, BC-05-12-21-A, BC-06-23-21-B, BC-07-28-21-N, BC-09-22-21-A, BC-11-
- 26                   24-21-F, BC-01-12-22-B, and BC-03-23-22-A; and
- 27
- 28   **WHEREAS,**   the COVID-19 pandemic interrupted many processes and procedures of the Nation,
- 29                   including the development of the Nation’s Fiscal Year 2021 and Fiscal Year 2022 budgets;
- 30                   and
- 31
- 32   **WHEREAS,**   emergency amendments to the Law were adopted through resolution BC-11-24-20-E to
- 33                   address the adoption of the Nation’s budget during the COVID-19 Public Health State of
- 34                   Emergency by allowing the Oneida Business Committee to adopt the Nation’s budget if the
- 35                   Nation proclaims an emergency, in accordance with the Emergency Management law,
- 36                   which prevents presentation and adoption of the budget by the General Tribal Council; and
- 37
- 38   **WHEREAS,**   additional emergency amendments were adopted through resolution BC-05-12-21-C and
- 39                   subsequently extended by resolution BC-11-10-21-B to address the Nation’s non-
- 40                   compliance with the budget development process and deadlines contained in the Law by
- 41                   removing the details of the budget process, requirements, and deadlines from the Law,
- 42                   and instead providing that the Treasurer shall develop the necessary guidelines and
- 43                   procedures, including specific deadlines, for the Nation’s budget development process, to
- 44                   be reviewed and approved by the Oneida Business Committee; and

- 45  
46 **WHEREAS,** the emergency amendments to the Law are set to expire on May 12, 2022; and  
47  
48 **WHEREAS,** the Legislative Operating Committee has developed permanent amendments to the Law  
49 for consideration by the Oneida Business Committee; and  
50  
51 **WHEREAS,** the amendments to the Law revise the name of the Law from the Budget Management and  
52 Control law to the Budget and Finance law; and  
53  
54 **WHEREAS,** the amendments to the Law expand the purpose and policy of this Law to address other  
55 financial policies and procedures for the Nation beyond just the budget process; and  
56  
57 **WHEREAS,** the amendments to the Law eliminate the strategic planning provisions from this Law,  
58 instead providing simply that the Oneida Business Committee should develop and adopt a  
59 strategic plan, broad goals, or priorities for the Nation that the budget shall reflect; and  
60  
61 **WHEREAS,** the amendments to the Law clarify the authority and responsibilities of those individuals  
62 who play a part in the Nation's budget process; and  
63  
64 **WHEREAS,** the amendments to the Law simplify the budget process and procedure contained in the  
65 Law to improve the Nation's compliance with the Law and provide more flexibility to adjust  
66 the budget development and adoption procedure to meet the Nation's current  
67 circumstances; and  
68  
69 **WHEREAS,** the amendments to the Law include new provisions which address unbudgeted  
70 expenditures, obligated future expenditures, capital contributions, grants, debt,  
71 employment and labor allocations, and unbudgeted positions; and  
72  
73 **WHEREAS,** in the development of these amendments the Legislative Operating Committee  
74 collaborated with and used input from the Treasurer, Chief Financial Officer, Assistant  
75 Chief Financial Officer, Budget Analyst; and Strategic Planner; and  
76  
77 **WHEREAS,** in accordance with the Legislative Procedures Act, a legislative analysis and fiscal impact  
78 statement were completed for the amendments to the Law; and  
79  
80 **WHEREAS,** a public meeting on the proposed amendments to this Law was not held in accordance  
81 with the Legislative Procedures Act due to the COVID-19 pandemic; and  
82  
83 **WHEREAS,** on March 27, 2020, the Nation's COVID-19 Core Decision Making Team issued a  
84 *Suspension of Public Meetings under the Legislative Procedures Act* declaration which  
85 suspended the Legislative Procedures Act's requirement to hold a public meeting during  
86 the public comment period, but allows members of the community to still participate in the  
87 legislative process by submitting written comments, questions, data, or input on proposed  
88 legislation to the Legislative Operating Committee via e-mail during the public comment  
89 period; and  
90  
91 **WHEREAS,** on December 8, 2021, the Oneida Business Committee adopted resolution BC-12-08-21-  
92 B, *Updating Public Gathering Guidelines During Public Health State of Emergency -*  
93 *COVID-19*, which superseded Oneida Business Committee resolution BC-08-13-21-A,  
94 *Setting Public Gathering Guidelines During Public Health State of Emergency - COVID-19*,  
95 and provided updated guidelines on holding meetings both indoors and outdoors; and  
96  
97 **WHEREAS,** at the time the public comment period was scheduled by the Legislative Operating  
98 Committee for the proposed amendments to the Law the Nation did not yet meet the criteria  
99 for holding an indoor public meeting as required by resolution BC-12-08-21-B; and

100  
101 **WHEREAS,** although an in-person public meeting was not held for the proposed amendments to this  
102 Law, the public comment period for the submission of written comments regarding the  
103 proposed amendments to this Law was held open until February 2, 2022, in accordance  
104 with the Legislative Procedures Act as modified by the COVID-19 Core Decision Making  
105 Team's *Suspension of Public Meetings under the Legislative Procedures Act* declaration;  
106 and

107  
108 **WHEREAS,** the Legislative Operating Committee reviewed and considered all public comments  
109 received on February 16, 2022; and

110  
111 **NOW THEREFORE BE IT RESOLVED,** that the amendments to the Budget Management and Control law  
112 are hereby adopted and shall be effective on May 12, 2022.

113  
114 *Budget Schedule and Guidelines Deadline*

115 **BE IT FURTHER RESOLVED,** in accordance with the requirement provided in section 121.5-4(3) of the  
116 Law that the Oneida Business Committee set a deadline through the adoption of a resolution for when the  
117 Treasurer shall submit their budget guidelines to the Oneida Business Committee for review and approval,  
118 the Oneida Business Committee hereby sets a deadline of June 1, 2022.

119  
120 *Deadline for the Development of the Procurement Rule Handbook*

121 **BE IT FURTHER RESOLVED,** in accordance with section 121.6-2 of the Law, which delegates rulemaking  
122 authority in accordance with the Administrative Rulemaking law to the Purchasing Department to develop  
123 a Procurement Rule Handbook which provides the sign-off process and authorities required to expend  
124 funds on behalf of the Nation, the Oneida Business Committee hereby sets a deadline of September 30,  
125 2022, for the Purchasing Department to submit the Procurement Rule Handbook to the Legislative  
126 Operating Committee for certification in accordance with the Administrative Rulemaking law.

127  
128 *Notification of Unbudgeted Expenditures to the General Tribal Council*

129 **BE IT FURTHER RESOLVED,** in accordance with section 121.6-4(b) of the Law, which provides that the  
130 Oneida Business Committee shall set through resolution a threshold amount for unbudgeted expenditures  
131 that require notification by the Oneida Business Committee to the General Tribal Council at the next  
132 available General Tribal Council meeting, the Oneida Business Committee hereby reaffirms resolution BC-  
133 10-08-08-A, *Adopting Expenditure Authorization and Reporting Requirements*, which requires that  
134 expenditures for items and specific projects which were not identified in the approved budget and total two  
135 hundred and fifty thousand dollars (\$250,000) or more, shall be formally noticed to the General Tribal  
136 Council at the next available General Tribal Council regular or special meeting.

137  
138 *Employment Cap and Labor Allocations List*

139 **BE IT FURTHER RESOLVED,** in accordance with section 121.9-1 of the Law, which requires that the  
140 Treasurer and Chief Financial Officer identify a maximum number of full-time equivalent (FTE) employees  
141 to be employed by the Nation, to be approved through the adoption of a resolution by the Oneida Business  
142 Committee, the Oneida Business Committee directs that the employment cap be developed and included  
143 in the Budget Schedule and Guidelines resolution to be brought before the Oneida Business Committee for  
144 consideration by June 1, 2022.

145  
146 **BE IT FURTHER RESOLVED,** in accordance with section 121.9-2 of the Law, which requires that the  
147 Treasurer, Chief Financial Officer, Executive Managers, and the Executive Human Resources Director  
148 utilize the Nation's employment cap to develop a labor allocations list, to be approved through the adoption  
149 of a resolution by the Oneida Business Committee, the Oneida Business Committee hereby directs that the  
150 labor allocations list resolution be developed and brought before the Oneida Business Committee for  
151 consideration within thirty (30) days of the approval of the employment cap.

152  
153 **BE IT FURTHER RESOLVED,** in accordance with section 121.9-2(b) of the Law, which requires that the  
154 Treasurer, Chief Financial Officer, Executive Managers, and Executive Human Resources Director develop



155 a standard operating procedure which identifies a process for the consideration of requests to revise the  
156 labor allocations list, to be approved through the adoption of a resolution by the Oneida Business  
157 Committee, the Oneida Business Committee hereby directs that the standard operating procedure be  
158 developed and brought before the Oneida Business Committee for consideration by June 1, 2022.

159

160 *Budget Contingency Planning*

161 **BE IT FURTHER RESOLVED**, in accordance with section 121.10-1 of the Law, which requires that the  
162 Oneida Business Committee work with the Chief Financial Officer, Executive Managers, and managers to  
163 create a budget contingency plan, to be approved through the adoption of a resolution by the Oneida  
164 Business Committee, the Oneida Business Committee hereby directs that guidelines for the contents of the  
165 budget contingency plan shall be issued by Finance by November 1, 2022, with the final budget contingency  
166 to be brought forward to the Oneida Business Committee for consideration by April 1, 2023.

167

168 **BE IT FURTHER RESOLVED**, in accordance with section 121.10-4(b) of the Law, which requires that the  
169 Treasurer, in consultation with the Chief Financial Officer, establish the percentage of the annual budget  
170 that shall be set aside in the Permanent Executive Contingency Fund account until the established level  
171 has been achieved, to be approved through the adoption of a resolution by the Oneida Business Committee,  
172 it is hereby established that a minimum of one percent (1%) of the annual budget shall be set aside in the  
173 Permanent Executive Contingency Fund account until a minimum reserve of one (1) year of operating  
174 expenses can be established.

175

176 *One Year Review of the Budget and Finances Law*

177 **BE IT FINALLY RESOLVED**, the Legislative Reference Office shall collaborate with the Nation's Treasurer  
178 and Chief Financial Officer to conduct a one (1) year review of the Budget and Finances law and provide  
179 the Oneida Business Committee a report on the use and implementation of the Law.



## Statement of Effect

### *Amendments to the Budget Management and Control Law*

#### *Summary*

This resolution adopts amendments to the Budget Management and Control law.

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

*Date: April 29, 2022*

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

This resolution adopts amendments to the Budget Management and Control law (“the Law”). The purpose of the Law is to set forth the requirements to be followed by the Oneida Business Committee and the Oneida fund units when preparing the budget to be presented to the General Tribal Council for approval, and to establish financial policies and procedures for the Nation which:

- institutionalize best practices in financial management to guide decision makers in making informed decisions regarding the provision of services, implementation of business plans for enterprises, investments, and capital assets;
- provide a long term financial prospective and strategic intent, linking budget allocations to organizational goals, as well as providing fiscal controls and accountability for results and outcomes;
- identify and communicate to the membership of the Nation spending decisions for the government function, grant obligations, enterprises, membership mandates, capital expenditures, technology projects, and capital improvement projects;
- establish a framework for effective financial risk management; and
- encourage participation by the Nation’s membership. [1 O.C. 121.1-1].

On November 24, 2020, the Oneida Business Committee adopted emergency amendments to the Law through resolution BC-11-24-20-E to address the adoption of the Nation’s budget during the COVID-19 Public Health State of Emergency by allowing the Oneida Business Committee to adopt the Nation’s budget if the Nation proclaims an emergency, in accordance with the Emergency Management law, which prevents presentation and adoption of the budget by the General Tribal Council. Then on May 12, 2021, the Oneida Business Committee adopted additional emergency amendments through resolution BC-05-12-21-C, which were subsequently extended by resolution BC-11-10-21-B, to address the Nation’s non-compliance with the budget development process and deadlines contained in the Law by removing the details of the budget process, requirements, and deadlines from the Law, and instead providing that the Treasurer shall develop the necessary guidelines and procedures, including specific deadlines, for the Nation’s budget development process, to be reviewed and approved by the Oneida Business Committee.



The emergency amendments to the Law are set to expire on May 12, 2022. The Legislative Operating has now developed permanent amendments for consideration by the Oneida Business Committee. The proposed amendments to the Law will:

- Revise the name of this law from Budget Management and Control Law to *Budget and Finances Law*;
- Expand the purpose and policy of this Law to address other financial policies and procedures for the Nation beyond just the budget process [1 O.C. 121.1-1, 121.1-2];
- Eliminate the strategic planning provisions from this Law, instead providing simply that the Oneida Business Committee should develop and adopt a strategic plan, broad goals, or priorities for the Nation that the budget shall reflect [1 O.C. 121.4-1(c), 121.5-1(b)];
- Clarify the authority and responsibilities of those individuals who play a part in the Nation’s budget process [1 O.C. 121.4];
- Simplify the budget process and procedure contained in the Law to improve the Nation’s compliance with the Law and provide more flexibility to adjust the budget development and adoption procedure to meet the Nation’s current circumstances [1 O.C. 121.5];
- Include new provisions which address:
  - unbudgeted expenditures [1 O.C. 121.6-4];
  - obligated future expenditures [1 O.C. 121.6-5];
  - capital contributions [1 O.C. 121.6-7];
  - grants [1 O.C. 121.7];
  - debt [1 O.C. 121.8];
  - employment and labor allocations [1 O.C. 121.9]; and
  - unbudgeted positions. [1 O.C. 121.6-4].

The Legislative Procedures Act (“the LPA”) was adopted by the General Tribal Council for the purpose of providing a process for the adoption or amendment of laws of the Nation. [1 O.C. 109.1-1]. The LPA requires that for all proposed legislation both a legislative and fiscal analysis be developed. [1 O.C. 109.6 and 109.7]. The proposed amendments to the Law comply with these requirements.

The LPA also requires that there be an opportunity for public review during a public meeting and public comment period. [1 O.C. 109.8]. A public meeting for the proposed amendments to the Law was not held due to the COVID-19 pandemic. In accordance with the Emergency Management and Homeland Security law, on March 12, 2020, Chairman Tehassi Hill signed a “Declaration of Public Health State of Emergency” regarding COVID-19 which declared a Public Health State of Emergency for the Nation until April 12, 2020. [3 O.C. 302.8-1]. The Public Health State of Emergency for the Nation has since been extended until May 23, 2022, by the Oneida Business Committee through the adoption of resolutions BC-03-28-20-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, BC-03-10-21-D, BC-05-12-21-A, BC-06-23-21-B, BC-07-28-21-N, BC-09-22-21-A, BC-11-24-21-F, BC-01-12-22-B, and BC-03-23-22-A.

On December 8, 2021, the Oneida Business Committee adopted resolution BC-12-08-21-B, *Updating Public Gathering Guidelines During Public Health State of Emergency - COVID-19*, which superseded Oneida Business Committee resolution BC-08-13-21-A, *Setting Public*

*Gathering Guidelines During Public Health State of Emergency - COVID-19*, and provided updated guidelines on holding meetings both indoors and outdoors. This resolution provided that when the following levels are met, indoor meetings of the Nation are feasible, provided that all organizers and participants should consider additional health safety measures when attending such as wearing a face mask, washing hands frequently, and social distancing:

- When COVID-19 Case Activity rates are at or below low in Brown and Outagamie Counties, or the county in which the activity is being held, as identified on the Wisconsin Department of Health Services website for the most recent period.
- When COVID-19 Percent Positive rates are at or below low in Brown and Outagamie Counties, or the county in which the activity is being held, as identified on the Wisconsin Department of Health Services website for the most recent period.
- When COVID-19 Community Transmission Rates by ZIP Code Tabulation Area are at or below low in designated ZIP Codes or the ZIP Code in which the activity is being held, as identified on the Wisconsin Department of Health Services website for the most recent period.

During the time of the development of the amendments to this Law the requirements for holding an indoor public meeting provided for in resolution BC-12-08-21-B were not met. The Nation's COVID-19 Core Decision Making Team addressed the issue of not being able to safely hold public meetings through its March 27, 2020, declaration, *Suspension of Public Meetings under the Legislative Procedures Act*. This declaration suspended the Legislative Procedures Act's requirement to hold a public meeting during the public comment period, but still 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.

Although an in-person public meeting for the proposed amendments to the Law was not held, the public comment period was still held open until February 2, 2022. The Legislative Operating Committee reviewed and considered all public comments received on February 16, 2022.

Adoption of this resolution complies with the process and procedures of the LPA as it has been modified by the COVID-19 Team's "*Suspension of Public Meetings under the Legislative Procedures Act*" declaration.

This resolution provides that the amendments to the law would become effective on May 12, 2022, in accordance with the LPA. [1 O.C. 109.9-3].

Additionally, this resolution contains various other directives or deadlines that are required by the Law to be set through the adoption of a resolution by the Oneida Business Committee, including:

- ***Budget Schedule and Guidelines Deadline.*** In accordance with the requirement provided in section 121.5-4(3) of the Law that the Oneida Business Committee set a deadline through the adoption of a resolution for when the Treasurer shall submit their budget guidelines to the Oneida Business Committee for review and approval, the Oneida Business Committee hereby sets a deadline of June 1, 2022.
- ***Deadline for the Development of the Procurement Rule Handbook.*** In accordance with section 121.6-2 of the Law, which delegates rulemaking authority in accordance with the

Administrative Rulemaking law to the Purchasing Department to develop a Procurement Rule Handbook which provides the sign-off process and authorities required to expend funds on behalf of the Nation, the Oneida Business Committee hereby sets a deadline of September 30, 2022, for the Purchasing Department to submit the Procurement Rule Handbook to the Legislative Operating Committee for certification in accordance with the Administrative Rulemaking law.

- ***Notification of Unbudgeted Expenditures to the General Tribal Council.*** In accordance with section 121.6-4(b) of the Law, which provides that the Oneida Business Committee shall set through resolution a threshold amount for unbudgeted expenditures that require notification by the Oneida Business Committee to the General Tribal Council at the next available General Tribal Council meeting, the Oneida Business Committee hereby reaffirms resolution BC-10-08-08-A, Adopting Expenditure Authorization and Reporting Requirements, which requires that expenditures for items and specific projects which were not identified in the approved budget and total two hundred and fifty thousand dollars (\$250,000) or more, shall be formally noticed to the General Tribal Council at the next available General Tribal Council regular or special meeting.
- ***Employment Cap and Labor Allocations List.***
  - In accordance with section 121.9-1 of the Law, which requires that the Treasurer and Chief Financial Officer identify a maximum number of full-time equivalent (FTE) employees to be employed by the Nation, to be approved through the adoption of a resolution by the Oneida Business Committee, the Oneida Business Committee directs that the employment cap be developed and included in the Budget Schedule and Guidelines resolution to be brought before the Oneida Business Committee for consideration by June 1, 2022.
  - In accordance with section 121.9-2 of the Law, which requires that the Treasurer, Chief Financial Officer, Executive Managers, and the Executive Human Resources Director utilize the Nation's employment cap to develop a labor allocations list, to be approved through the adoption of a resolution by the Oneida Business Committee, the Oneida Business Committee hereby directs that the labor allocations list resolution be developed and brought before the Oneida Business Committee for consideration within thirty (30) days of the approval of the employment cap.
  - In accordance with section 121.9-2(b) of the Law, which requires that the Treasurer, Chief Financial Officer, Executive Managers, and Executive Human Resources Director develop a standard operating procedure which identifies a process for the consideration of requests to revise the labor allocations list, to be approved through the adoption of a resolution by the Oneida Business Committee, the Oneida Business Committee hereby directs that the standard operating procedure be developed and brought before the Oneida Business Committee for consideration by June 1, 2022.
- ***Budget Contingency Planning.***
  - In accordance with section 121.10-1 of the Law, which requires that the Oneida Business Committee work with the Chief Financial Officer, Executive Managers, and managers to create a budget contingency plan, to be approved through the adoption of a resolution by the Oneida Business Committee, the Oneida Business Committee hereby directs that guidelines for the contents of the budget contingency

plan shall be issued by Finance by November 1, 2022, with the final budget contingency to be brought forward to the Oneida Business Committee for consideration by April 1, 2023.

- In accordance with section 121.10-4(b) of the Law, which requires that the Treasurer, in consultation with the Chief Financial Officer, establish the percentage of the annual budget that shall be set aside in the Permanent Executive Contingency Fund account until the established level has been achieved, to be approved through the adoption of a resolution by the Oneida Business Committee, it is hereby established that a minimum of one percent (1%) of the annual budget shall be set aside in the Permanent Executive Contingency Fund account until a minimum reserve of one (1) year of operating expenses can be established.

This resolution then directs the Legislative Reference Office to collaborate with the Nation's Treasurer and Chief Financial Officer to conduct a one (1) year review of the Budget and Finances law and provide the Oneida Business Committee a report on the use and implementation of the Law.

#### ***Conclusion***

Adoption of this resolution would not conflict with any of the Nation's laws, as it complies with the Legislative Procedures Act as it has been modified by the COVID-19 Core Decision Making Team's "*Suspension of Public Meetings under the Legislative Procedures Act*" declaration.



## BUDGET MANAGEMENT AND CONTROL LAW AMENDMENTS LEGISLATIVE ANALYSIS

### SECTION 1. EXECUTIVE SUMMARY

<i>Analysis by the Legislative Reference Office</i>	
<b>Intent of the Proposed Law</b>	<ul style="list-style-type: none"> <li>▪ Revise the name of this law from Budget Management and Control Law to <i>Budget and Finances Law</i>;</li> <li>▪ Expand the purpose and policy of this Law to address other financial policies and procedures for the Nation beyond just the budget process [1 O.C. 121.1-1, 121.1-2];</li> <li>▪ Eliminate the strategic planning provisions from this Law, instead providing simply that the Oneida Business Committee should develop and adopt a strategic plan, broad goals, or priorities for the Nation that the budget shall reflect [1 O.C. 121.4-1(c), 121.5-1(b)];</li> <li>▪ Clarify the authority and responsibilities of those individuals who play a part in the Nation’s budget process [1 O.C. 121.4];</li> <li>▪ Simplify the budget process and procedure contained in the Law to improve the Nation’s compliance with the Law and provide more flexibility to adjust the budget development and adoption procedure to meet the Nation’s current circumstances [1 O.C. 121.5];</li> <li>▪ Include new provisions which address:                         <ul style="list-style-type: none"> <li>▪ unbudgeted expenditures [1 O.C. 121.6-4];</li> <li>▪ obligated future expenditures [1 O.C. 121.6-5];</li> <li>▪ capital contributions [1 O.C. 121.6-7];</li> <li>▪ grants [1 O.C. 121.7];</li> <li>▪ debt [1 O.C. 121.8];</li> <li>▪ employment and labor allocations [1 O.C. 121.9]; and</li> <li>▪ unbudgeted positions. [1 O.C. 121.6-4].</li> </ul> </li> </ul>
<b>Purpose</b>	<p>To set forth the requirements to be followed by the Oneida Business Committee and Oneida fund units when preparing the budget to be presented to the General Tribal Council for approval, and to establish financial policies and procedures for the Nation which:</p> <ul style="list-style-type: none"> <li>▪ institutionalize best practices in financial management to guide decision makers in making informed decisions regarding the provision of services, implementation of business plans for enterprises, investments, and capital assets;</li> <li>▪ provide a long term financial prospective and strategic intent, linking budget allocations to organizational goals, as well as providing fiscal controls and accountability for results and outcomes;</li> <li>▪ identify and communicate to the membership of the Nation spending decisions for the government function, grant obligations, enterprises, membership mandates, capital expenditures, technology projects, and capital improvement projects;</li> <li>▪ establish a framework for effective financial risk management; and</li> <li>▪ encourage participation by the Nation’s membership. [1 O.C. 121.1-1].</li> </ul>
<b>Affected Entities</b>	Oneida Business Committee, Finance Administration, Executive Managers, Oneida Fund Units.



Related Legislation	Legislative Procedures Act, Internal Audit law, Emergency Management law, Oneida Personnel Policies and Procedures, Administrative Rulemaking law, Furlough Policy, Layoff Policy, Conflict of Interest law, Code of Ethics law, Removal law.
Public Meeting	A public comment period was held open until February 2, 2022. A public meeting was not held in accordance with the Nation's COVID-19 Core Decision Making Team's declaration, <i>Suspension of Public Meetings under the Legislative Procedures Act</i> .
Fiscal Impact	The Finance Department provided a fiscal impact statement on April 14, 2022.

## 1 SECTION 2. LEGISLATIVE DEVELOPMENT

- 2 A. **Background.** The Budget Management and Control law (“the Law”) was adopted by the Oneida  
3 Business Committee through resolution BC-02-08-17-C to set forth the requirements to be followed  
4 by the Oneida Business Committee and Oneida fund units when preparing the budget to be presented  
5 to the General Tribal Council for approval and to establish a triennial strategy planning process for the  
6 Nation’s budget. [1 O.C. 121.1-1]. On August 12, 2020, during an executive session discussion on the  
7 supervision of the Chief Financial Officer, the Oneida Business Committee adopted a motion to send  
8 the entire subject of supervision of the Chief Financial Officer to the LOC for further analysis to create  
9 permanent amendments in the Budget Management and Control law for Tiers III, IV, and V for future  
10 events. The Legislative Operating Committee added the Law to its Active Files List on October 7, 2020.
- 11 B. **Emergency Amendments Adopted through Resolution BC-11-24-20-E.** In November 2020, the  
12 Oneida Business Committee sought emergency amendments to the Law to address the adoption of the  
13 Nation’s budget during the COVID-19 Public Health State of Emergency. Due to the COVID-19  
14 pandemic, holding a General Tribal Council meeting to adopt the budget would place members in  
15 significant jeopardy of contact with the virus and cause the virus to spread throughout the community,  
16 which would unduly jeopardize the health and safety of elders, children, and adults. On November 24,  
17 2020, the Oneida Business Committee adopted an emergency amendment to the Law through the  
18 adoption of resolution BC-11-24-20-E which included a new provision that provided that if the Nation  
19 proclaims an emergency, in accordance with the Emergency Management law, which prevents  
20 presentation and adoption of the budget by the General Tribal Council, the Oneida Business Committee  
21 shall adopt the Nation’s budget. These emergency amendments to the Law were set to expire on May  
22 24, 2021.
- 23 C. **Emergency Amendments Adopted through Resolution BC-05-12-21-C.** At the April 28, 2021, Oneida  
24 Business Committee meeting the Nation’s Secretary provided a memorandum which expressed  
25 concerns regarding the Nation’s lack of compliance with the Law and requested that the Oneida  
26 Business Committee make one of the following considerations: an emergency repeal of the Law due to  
27 the fact that the processes and procedures, specifically the deadlines for the various steps of the budget  
28 process contained in the law are not currently being followed; or emergency amendments to the Law  
29 to remove much of the budget process and/or deadlines and revise the Law so it simply states a budget  
30 should be adopted by September 30th. The Oneida Business Committee then adopted a motion directing  
31 the Legislative Operating Committee to develop emergency amendments to the Law to address this  
32 issue. The Oneida Business Committee then adopted emergency amendments to the Law on May 12,  
33 2021, through resolution BC-05-12-21-C which removed details of the budget process from the Law  
34 and instead directed the Treasurer to develop the necessary guidelines and procedures, including  
35 specific deadlines, for the Nation’s budget development process, and then submit those guidelines for  
36 the development of the budget to the Oneida Business Committee for review and approval. These  
37 emergency amendments to the Law were set to expire on November 12, 2021.



- 38 **D. *Emergency Amendments Extended through Resolution BC-11-10-21-B.*** On November 10, 2021, the  
39 Oneida Business Committee extended the emergency amendments to the Law adopted through  
40 resolution BC-05-12-21-C for an additional six (6) month period. The Legislative Procedures Act  
41 allows the Oneida Business Committee to extend emergency amendments for a six (6) month period.  
42 [*1 O.C. 109.9-5(b)*]. A six (6) month extension of the emergency amendments to the Law was requested  
43 to provide additional time for the Legislative Operating Committee to process the adoption of  
44 permanent amendments to the Law. The emergency amendments to the Law will now expire on May  
45 12, 2022.
- 46 **E.** The Legislative Operating Committee is now seeking the permanent adoption of comprehensive  
47 amendments to the Law.  
48

### 49 **SECTION 3. CONSULTATION AND OUTREACH**

- 50 **A.** The following positions within the Nation participated in the development of this Law and legislative  
51 analysis:
- 52     ▪ Treasurer;
  - 53     ▪ Chief Financial Officer;
  - 54     ▪ Assistant Chief Financial Officer;
  - 55     ▪ Budget Analyst; and
  - 56     ▪ Strategic Planner.
- 57 **B.** The following laws of the Nation were reviewed in the drafting of this analysis:
- 58     ▪ Legislative Procedures Act;
  - 59     ▪ Internal Audit law;
  - 60     ▪ Emergency Management law;
  - 61     ▪ Oneida Personnel Policies and Procedures;
  - 62     ▪ Administrative Rulemaking law;
  - 63     ▪ Furlough Policy;
  - 64     ▪ Layoff Policy;
  - 65     ▪ Conflict of Interest law;
  - 66     ▪ Code of Ethics law; and
  - 67     ▪ Removal law.

### 68 **SECTION 4. PROCESS**

- 69 **A.** This Law has followed the process set forth in the Legislative Procedures Act (LPA).
- 70     ▪ On October 7, 2020, the Legislative Operating Committee added this Law to its Active Files  
71 List.
  - 72     ▪ On November 24, 2020, the Oneida Business Committee adopted an emergency amendment to  
73 the Law through the adoption of resolution BC-11-24-20-E to address the adoption of the  
74 Nation's budget during the COVID-19 Public Health State of Emergency.
  - 75     ▪ On May 12, 2021, the Oneida Business Committee adopted additional emergency amendments  
76 through resolution BC-05-12-21-C which removed details of the budget process from the Law  
77 and instead directed the Treasurer to develop the necessary guidelines and procedures,  
78 including specific deadlines, for the Nation's budget development process, and then submit  
79 those guidelines for the development of the budget to the Oneida Business Committee for  
80 review and approval.  
81

- 82           ▪ On November 3, 2021, the Legislative Operating Committee approved the draft of proposed  
83 amendments to the Law.
- 84           ▪ Additionally, on November 3, 2021, the Legislative Operating Committee approved the  
85 emergency amendments extensions packet and forwarded these items to the Oneida Business  
86 Committee for consideration.
- 87           ▪ On November 10, 2021, the Oneida Business Committee extended the emergency amendments  
88 to the Law for an additional six (6) month period through the adoption of resolution BC-11-10-  
89 21-B.
- 90           ▪ On December 15, 2021, the Legislative Operating Committee approved an updated draft of  
91 amendments to the Law and legislative analysis. The Legislative Operating Committee also  
92 directed that a public comment period be held open for the proposed amendments to this Law  
93 until February 2, 2022.
- 94           ▪ Notification of this public comment period was:
- 95                   ▪ posted on the Nation’s website on the Oneida Register;
- 96                   ▪ electronically provided to every director, manager, and supervisor of the Nation;
- 97                   ▪ published in the Kalihwisaks on both January 12, 2022, and January 26, 2022; and
- 98                   ▪ shared by members of the LOC during Facebook Live events.
- 99           ▪ The public comment period for the proposed amendments to the Law closed on February 2, 2022.  
100 One (1) submission of written comments were received during this public comment period. One  
101 late submission of comments was received on February 16, 2022.
- 102           ▪ On February 16, 2022, the Legislative Operating Committee accepted the public comments and the  
103 public comment review memorandum and deferred to a work meeting for further discussion.
- 104           ▪ On March 16, 2022, the Legislative Operating Committee accepted the updated public comment  
105 review memorandum, approved the updated draft and legislative analysis with noted change to  
106 section 121.8-2 of the law, and approved the fiscal impact statement request memorandum and  
107 forwarded to the Finance Department directing that a fiscal impact statement be prepared and  
108 submitted to the LOC by April 14, 2022.
- 109           ▪ On April 14, 2022, the Finance Department provided a fiscal impact statement.
- 110 **B.** At the time this legislative analysis was developed the following work meetings had been held  
111 regarding the development of this Law:
- 112           ▪ October 21, 2020: LOC work meeting held with the Treasurer, Chief Financial Officer,  
113 Assistant Chief Financial Officer, Budget Analyst, and Strategic Planner.
- 114           ▪ December 2, 2020: LOC work meeting.
- 115           ▪ January 22, 2021: Work meeting with Chief Financial Officer, Assistant Chief Financial  
116 Officer, Budget Analyst, and Strategic Planner.
- 117           ▪ January 28, 2021: LOC work meeting.
- 118           ▪ February 9, 2021: Work meeting with Treasurer, Chief Financial Officer, Assistant Chief  
119 Financial Officer, Budget Analyst, and Strategic Planner.
- 120           ▪ February 25, 2021: Work meeting with Treasurer, Chief Financial Officer, Assistant Chief  
121 Financial Officer, Budget Analyst, and Strategic Planner.
- 122           ▪ April 29, 2021: LOC work meeting.
- 123           ▪ May 25, 2021: Work meeting with Chief Financial Officer, Assistant Chief Financial Officer,  
124 and Budget Analyst.

- 125       ▪ June 16, 2021: Work meeting with Treasurer, Chief Financial Officer, Assistant Chief
- 126       Financial Officer, and Budget Analyst.
- 127       ▪ July 7, 2021: Work meeting with Treasurer, Chief Financial Officer, Assistant Chief Financial
- 128       Officer, and Budget Analyst.
- 129       ▪ October 12, 2021: Work meeting with Treasurer, Chief Financial Officer, Assistant Chief
- 130       Financial Officer, and Budget Analyst.
- 131       ▪ October 14, 2021: LOC work meeting.
- 132       ▪ October 15, 2021: LOC work meeting.
- 133       ▪ October 20, 2021: LOC work meeting.
- 134       ▪ November 3, 2021: LOC work meeting.
- 135       ▪ November 4, 2021: Work Meeting with the Chief Financial Officer, Assistant Chief Financial
- 136       Officer, and Budget Analyst.
- 137       ▪ November 9, 2021: LOC work meeting.
- 138       ▪ December 9, 2021: LOC work meeting.
- 139       ▪ February 16, 2022: LOC work meeting.
- 140       ▪ February 24, 2022: LOC work meeting.
- 141       ▪ February 24, 2022: Work Meeting with the Assistant Chief Financial Officer, and Budget
- 142       Analyst.
- 143       ▪ March 2, 2022: LOC work meeting.
- 144       ▪ March 10, 2022: LOC work meeting.
- 145       ▪ April 14, 2022: LOC work meeting.
- 146       ▪ April 19, 2022: OBC Work Session.

147 **C. *COVID-19 Pandemic's Effect on the Legislative Process.*** The world is currently facing a pandemic  
 148 of COVID-19. The COVID-19 pandemic has resulted in high rates of infection and mortality, as well  
 149 as vast economic impacts including effects on the stock market and the closing of all non-essential  
 150 businesses. A public meeting for the proposed amendments to the Law was not held due to the COVID-  
 151 19 pandemic, but a public comment period for the submission of written comments was still held open.

- 152       ▪ *Declaration of a Public Health State of Emergency.*
- 153           ▪ On March 12, 2020, Chairman Tehassi Hill signed a “*Declaration of Public Health State*
- 154           *of Emergency*” regarding the COVID-19 pandemic which declared a Public Health State  
 155           of Emergency for the Nation until April 12, 2020, and set into place the necessary authority  
 156           for action to be taken and allows the Nation to seek reimbursement of emergency  
 157           management actions that may result in unexpected expenses.
- 158           ▪ The Public Health State of Emergency has since been extended until March 24, 2022, by  
 159           the Oneida Business Committee through the adoption of resolutions BC-03-28-20-A, BC-  
 160           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-  
 161           08-20-A, BC-11-10-20-A, BC-12-09-20-D, BC-01-07-21-A, BC-02-10-21-A, BC-03-10-  
 162           21-D, BC-05-12-21-A, BC-06-23-21-B, BC-07-28-21-N, BC-09-22-21-A, BC-11-24-21-  
 163           F, BC-01-12-22-B, and BC-03-23-22-A.
- 164       ▪ *COVID-19 Core Decision Making Team Declaration: Suspension of Public Meetings under the*  
 165       *Legislative Procedures Act.*
- 166           ▪ On March 27, 2020, the Nation’s COVID-19 Core Decision Making Team issued a  
 167           “*Suspension of Public Meetings under the Legislative Procedures Act*” declaration which  
 168           suspended the Legislative Procedures Act's requirement to hold a public meeting during

169 the public comment period, but allows members of the community to still participate in the  
170 legislative process by submitting written comments, questions, data, or input on proposed  
171 legislation to the Legislative Operating Committee via e-mail during the public comment  
172 period.

173 ■ *Oneida Business Committee Resolution BC-12-8-21-B, Updating Public Gathering Guidelines*  
174 *During Public Health State of Emergency - COVID-19.*

175 ■ On December 8, 2021, the Oneida Business Committee adopted resolution BC-12-08-21-  
176 B, *Updating Public Gathering Guidelines During Public Health State of Emergency -*  
177 *COVID-19*, which superseded Oneida Business Committee resolution BC-08-13-21-A,  
178 *Setting Public Gathering Guidelines During Public Health State of Emergency - COVID-*  
179 *19*, and provides updated guidelines on holding meetings both indoors and outdoors.

180 ■ This resolution provides that when the following levels are met, indoor meetings of the  
181 Nation are feasible, provided that all organizers and participants should consider additional  
182 health safety measures when attending such as wearing a face mask, washing hands  
183 frequently, and social distancing:

184 ■ When COVID-19 Case Activity rates are at or below low in Brown and Outagamie  
185 Counties, or the county in which the activity is being held, as identified on the  
186 Wisconsin Department of Health Services website for the most recent period.

187 ■ When COVID-19 Percent Positive rates are at or below low in Brown and  
188 Outagamie Counties, or the county in which the activity is being held, as identified  
189 on the Wisconsin Department of Health Services website for the most recent  
190 period.

191 ■ When COVID-19 Community Transmission Rates by ZIP Code Tabulation Area  
192 are at or below low in designated ZIP Codes or the ZIP Code in which the activity  
193 is being held, as identified on the Wisconsin Department of Health Services  
194 website for the most recent period.

195 ■ *Conclusion.*

196 ■ Although a public meeting was not held on the proposed amendments to the Law, a public  
197 comment period was still held open until February 2, 2022, in accordance with resolution  
198 BC-12-08-21-B and the Legislative Procedures Act as modified by the COVID-19 Core  
199 Decision Making Team’s “*Suspension of Public Meetings under the Legislative*  
200 *Procedures Act*” declaration.  
201

## 202 **SECTION 5. CONTENTS OF THE LEGISLATION**

203 A. *Purpose and Policy.* Both the purpose and policy section of this law has been extended through the  
204 proposed amendments. The purpose of this Law has always been to set forth the requirements to be  
205 followed by the Oneida Business Committee and the Oneida fund units when preparing the budget to  
206 be presented to the General Tribal Council for approval, but now the Law goes on to provide that the  
207 purpose is also to establish financial policies and procedures for the Nation which: institutionalize best  
208 practices in financial management to guide decision makers in making informed decisions regarding  
209 the provision of services, implementation of business plans for enterprises, investments, and capital  
210 assets; provide a long term financial prospective and strategic intent, linking budget allocations to  
211 organizational goals, as well as providing fiscal controls and accountability for results and outcomes;  
212 identify and communicate to the membership of the Nation spending decisions for the government

213 function, grant obligations, enterprises, membership mandates, capital expenditures, technology  
214 projects, and capital improvement projects; establish a framework for effective financial risk  
215 management; and encourage participation by the Nation's membership. [1 O.C. 121.1-1]. The policy  
216 of the Nation has been amended so that it is clear that the Nation relies on balanced-based budgeting  
217 strategies, not value-based budgeting strategies as previously included in the Law, which identify the  
218 proper authorities and ensure compliance and enforcement. [1 O.C. 121.1-2]. The policy has also been  
219 expanded to include that the Nation shall use Generally Accepted Accounting Principles (GAAP),  
220 established by the Financial Accounting Standards Board, and the Governmental Accounting Standards  
221 Board (GASB) in accounting and reporting for the financial activities of the various entities of the  
222 Nation, unless they conflict with applicable legal requirements. [1 O.C. 121.1-2].

223 ■ **Effect.** The proposed amendments to the purpose and policy provisions of the Law provide greater  
224 insight on the various general financial policies and procedures of the Nation that this Law governs  
225 in addition to the requirements to be followed by the Oneida Business Committee and the Oneida  
226 fund units when preparing the budget to be presented to the General Tribal Council for approval.

227 **B. Removal of the Strategic Planning Provisions.** The provisions of the Law regarding strategic  
228 planning, previously found in section 121.4, has been removed from the Law. Previously, the Law  
229 included detailed provisions on the Oneida Business Committee's development of the triennial strategic  
230 plan, as well as the fund unit's contribution to the strategic plan. Now, the Law simply references that  
231 it is a responsibility of the Oneida Business Committee to develop priorities, a strategic plan, or broad  
232 goals to assist in guiding the budget [1 O.C. 121.4-1(c)], and to review the draft budget developed by  
233 the Treasurer each year to ensure that it is consistent with the Nation's strategic plan, broad goals, and  
234 budget strategy. [1 O.C. 121.5-4(b)]. The budget is required to align with any strategic plan, broad  
235 goals, or priorities developed and adopted by the Oneida Business Committee on behalf of the Nation.  
236 [1 O.C. 121.5-1(b)].

237 ■ **Effect.** The provisions of the Law regarding the strategic planning process were removed to allow  
238 greater flexibility in how the Oneida Business Committee and the corresponding fund units develop  
239 a strategic plan. In August 2020, the Oneida Business Committee hired a Strategic Planner whose  
240 role and responsibilities include assisting the Oneida Business Committee with their strategic  
241 planning responsibilities. Removing the details of the strategic planning process from this Law will  
242 allow the Strategic Planner flexibility in changing the process for how a strategic plan is developed  
243 until the most effective and efficient process is found.

244 **C. Authority and Responsibilities.** Section 121.4 has been reorganized as the authority and  
245 responsibilities section of the Law and contains provisions that were previously found in the Law as  
246 well as new provisions. This section of the Law provides the various authority and responsibilities of  
247 different entities including the Oneida Business Committee, the Treasurer, the Chief Financial Officer  
248 (CFO), and the managers. The authorities and responsibilities of the Oneida Business Committee has  
249 been expanded. Previously the Law provided that the Oneida Business Committee was responsible for  
250 budget oversight, necessary emergency action, and supervision of the CFO. Now the Law provides that  
251 the Oneida Business Committee shall oversee the development and implementation of the Nation's  
252 budget; develop priorities, a strategic plan, or broad goals to assist in guiding the budget; and exercise  
253 the authority provided in Article IV, Section 1, of the Constitution and Bylaws of the Oneida Nation,  
254 as delegated to the Oneida Business Committee by the General Tribal Council. [1 O.C. 121.4-1]. In  
255 regard to the authority and responsibilities of the Treasurer, the Law has been expanded to include  
256 accept, receive, receipt for, preserve and safeguard all funds in the custody of the Nation, whether they



257 be funds of the Nation or special funds for which the Nation is acting as trustee or custodian; and deposit  
258 all funds in such depository as the Nation shall direct and shall make and preserve a faithful record of  
259 such funds in addition to the responsibilities previously found in the Law. [1 O.C. 121.4-2]. In regard  
260 to the authority and responsibilities of the CFO, the Law has been expanded to include the following  
261 responsibilities in addition to the responsibilities previously found in the Law: ensure the Nation's  
262 budget is properly implemented; assist with the submission and presentation of the Treasurer's report  
263 to the Oneida Business Committee, which shall specifically include any monthly variances that are  
264 either: a difference of three percent (3%) or more from the adopted annual budget or fifty thousand  
265 dollars (\$50,000) or more in total; provide the Oneida Business Committee with information and reports  
266 as requested; present the Treasurer's report and hold financial condition meetings with the Nation's  
267 management on a minimum of a quarterly basis; and inform the appropriate Executive Manager of any  
268 fund unit which does not follow the budget development process guidelines or deadlines as set forth by  
269 the Treasurer. [1 O.C. 121.4-3]. Regarding the authority and responsibilities of the managers, the Law  
270 has been expanded to include the following responsibilities in addition to the responsibilities previously  
271 found in the Law submit a budget for their fund unit in accordance with the budget schedule and  
272 guidelines as adopted by the Oneida Business Committee; and that the managers report to their relevant  
273 Executive Manager in addition to the CFO any explanations and corrective action for monthly  
274 variances. [1 O.C. 121.4-3].

275 ■ **Effect.** The expansion of the authorities and responsibilities section of the Law ensures that the  
276 authorities and responsibilities of the various entities and individuals who play a role in the  
277 execution of this Law is clear and transparent to all parties involved. The increased transparency in  
278 the authorities and responsibilities in the proposed amendments also hopes to increase  
279 accountability and compliance with the Law.

280 **D. General Information on the Budget.** The Law provides general information on the Nation's budget.  
281 The Nation is required to develop, adopt, and manage an annual budget, of which, all revenues and  
282 expenditures of the Nation shall be in accordance with. [1 O.C. 121.5-1]. The Nation's budget is  
283 required to be a balanced budget, meaning that it does not propose to spend more funds than are  
284 reasonably expected to become available to the Nation during that fiscal year. [1 O.C. 121.5-1(a)]. The  
285 Law expressly prohibits underwriting debt resources or the utilization of existing debt instruments to  
286 balance the Nation's annual budget. [1 O.C. 121.5-1(a)(1)]. Information on the Nation's corporate  
287 entities is not included in the Nation's budget. [1 O.C. 121.5-1(c)]. The provisions regarding the content  
288 of the budget remain as previously provided in the Law, except that a new requirement for the content  
289 of the budget was included. Now the Law requires that a summary of employment position counts,  
290 including prior year, current year, and budgeted year be included in the Nation's budget. [1 O.C. 121.5-  
291 2(e)]. A new provision was added to the Law to address the fund categories of the Nation's budget.  
292 The Nation's budget is now required to include the General Fund – which is the Nation's main operating  
293 fund which is used to account for all financial resources not accounted for in other funds; the Permanent  
294 Executive Contingency Fund – which is used by the Nation to prevent default on debt and to sustain  
295 operations during times of extreme financial distress; and the Grant Reserve Fund – which is used by  
296 the Nation to pre-fund the expenditures of grants upon receipt. [1 O.C. 121.5-3].

297 ■ **Effect.** The proposed amendments to the Law provide greater clarification on general principles  
298 regarding the Nation's budget. The requirement that the Nation's budget be a balanced budget, that  
299 was not balanced using debt instruments, sets the overall tone and provides guidance for how the  
300 budget is then developed.



301 **E. Budget Adoption Procedure.** The Law sets forth the procedure to be followed when developing the  
302 Nation's budget. Previously, the Law was very detailed and contained a great amount of process and  
303 procedure regarding the development of the budget. Previously the budget development and adoption  
304 procedure in the Law was as follows: the Treasurer's office was required to schedule at least one (1)  
305 community input budget meeting prior to December 1st of each year where community members are  
306 afforded an opportunity to provide input as to what should be included in the upcoming fiscal year  
307 budget. The Treasurer then had to place a community budget input meeting packet on the Oneida  
308 Business Committee agenda no later than the last Oneida Business Committee meeting in January. The  
309 Oneida Business Committee was then required to review the community budget input meeting packet  
310 and hold work meetings to create a priority list of services of the Nation, which had to be approved by  
311 resolution no later than the last meeting in February. Then the Chief Financial Officer was required to  
312 develop the necessary guidelines, including specific deadlines, to be followed by the managers that  
313 have budget responsibility in preparing and submitting proposed budgets, and submit those guidelines,  
314 as approved by the Treasurer, to the Oneida Business Committee. The Oneida Business Committee was  
315 then responsible for revising the guidelines as necessary and approving those guidelines within thirty  
316 (30) calendar days of receiving the guidelines from the Chief Financial Officer. The Chief Financial  
317 Officer was then responsible for receiving, reviewing, and compiling the proposed budgets into the  
318 Nation's draft budget, and presenting that draft budget to the Oneida Business Committee no later than  
319 the last Oneida Business Committee meeting in May. In the month of May, the CFO and the Oneida  
320 Business Committee would meet to review the draft budget and provide any recommendations for  
321 modifications, and then meet with the managers of each fund unit for which the Oneida Business  
322 Committee is considering altering the fund unit's proposed budget. The Oneida Business Committee  
323 was required to complete all meetings with fund unit managers by the end of June each year. The  
324 Oneida Business Committee would then work with fund unit managers and the CFO to compile a final  
325 draft budget to be presented to the General Tribal Council, which had to be approved, by resolution of  
326 the Oneida Business Committee, to be presented to the General Tribal Council by the end of July each  
327 year. Once the Oneida Business Committee has approved the final draft budget, the Treasurer was then  
328 required to hold, at a minimum, two (2) community informational meetings to present the contents of  
329 the final draft budget that will be presented to the General Tribal Council. The Oneida Business  
330 Committee was required to present the budget to the General Tribal Council with a request for adoption  
331 by resolution no later than September 30th of each year. In the event that the General Tribal Council  
332 did not adopt a budget by September 30th, the Oneida Business Committee was permitted to adopt a  
333 continuing budget resolution(s) until such time as a budget is adopted. The proposed amendments to  
334 the Law take a much more simplified approach. The proposed amendments to the Law provide that the  
335 Treasurer shall develop the necessary guidelines, including specific timelines and deadlines, to be  
336 followed by the managers that have budget responsibility in preparing and submitting proposed  
337 budgets, and that the Treasurer shall submit the guidelines to the Oneida Business Committee for review  
338 and approval through the adoption of a resolution. [1 O.C. 121.5-4(a)]. The deadline for when the  
339 Treasurer shall submit their budget guidelines to the Oneida Business Committee for review and  
340 approval shall be set through the adoption of a resolution. [1 O.C. 121.5-4(a)(3)]. The Treasurer's  
341 guidelines are required to include at least one (1) opportunity for community input from the Nation's  
342 membership on what should be included in the upcoming fiscal year budget. [1 O.C. 121.5-4(a)(1)].  
343 Each fund unit is then responsible for complying with the budget schedule and guidelines to submit a  
344 proposed budget to the Treasurer. [1 O.C. 121.5-4(a)(2)]. The provisions of the Law regarding the

345 review and compilation of all annual proposed budgets into the final draft budget to be presented to the  
346 General Tribal Council, and subsequent community meetings regarding the budget, are substantially  
347 similar to the provisions of the Law that were previously excluded without excess process and deadline  
348 dates. [1 O.C. 121.5-4(b)-(e)]. The proposed amendments to the Law add clarification as to the use of  
349 continuing budget resolutions and provides that continuing budget resolutions may only stay in effect  
350 for up to three (3) months, and if the General Tribal Council does not adopt a budget within three (3)  
351 months of the adoption of the continuing budget resolution, then the Oneida Business Committee shall  
352 adopt the Nation's budget. [1 O.C. 121.5-4(e)(1)]. The proposed amendments to the Law also include  
353 a new emergency budget adoption provision which provides that in the event that the Nation proclaims  
354 an emergency, in accordance with the Emergency Management law, that stays in effect for at least one  
355 (1) month and prevents the presentation to and adoption of the budget by the General Tribal Council,  
356 the Oneida Business Committee shall adopt the Nation's budget. [1 O.C. 121.5-4(e)(2)]. The proposed  
357 amendments then address amendments to the Nation's budget and provides that after the budget is  
358 adopted, amendments of the budget shall not be permitted unless it is necessary to avoid a budget  
359 deficit, and the Oneida Business Committee is responsible for adopting an amendment to the budget  
360 through resolution of the Nation, but notification of the budget amendment is required to be made at  
361 the next available General Tribal Council meeting. [1 O.C. 121.5-5].

362 ■ **Effect.** The proposed amendments to the Law greatly simplify and streamline the budget  
363 development and adoption procedure. Since the original adoption of this Law in 2017, the Nation  
364 has struggled to comply with all the provisions and deadlines contained in this Law. Although the  
365 proposed amendments to the Law keep the same general framework, it provides more flexibility to  
366 adjust the budget development and adoption procedure to meet the Nation's current circumstances  
367 so that the most effective and efficient process can be utilized.

368 **F. Expenditures and Assets.** Section 121.6 of the Law provides information on expenditures and assets  
369 and addresses the following topics: authority to expend funds, the Procurement Rule Handbook, fees  
370 and charges, unbudgeted expenditures, obligated future expenditures, unexpended funds, capital  
371 contributions, and capital improvements. Previously, the Law provided that the Treasurer's authority  
372 to expend appropriated funds is delegated to the CFO, who shall make such expenditures in accordance  
373 with the adopted budget. The Law then previously provided that authority is necessarily delegated to  
374 other managers, including executive managers, of the Nation who manage the budgets, pursuant to their  
375 job descriptions based on the procurement manual rules developed by the Purchasing Department. Now  
376 the Law has been revised to provide that it is the Oneida Business Committee that has the authority to  
377 expend appropriated funds in accordance with the Nation's adopted budget pursuant to the Procurement  
378 Rule Handbook developed by the Purchasing Department, and that the authority to expend funds is  
379 then necessarily delegated to other managers, including Executive Managers of the Nation who manage  
380 budgets pursuant to their job descriptions based on the Procurement Rule Handbook. [1 O.C. 121.6-1].  
381 The provision on fees and charges remains substantively the same as previously included in the Law.  
382 [1 O.C. 121.6-3]. The provision regarding unbudgeted expenditures is a new addition to the Law and  
383 provides guidance on the approval of unbudgeted expenditures, when notification of unbudgeted  
384 expenditures is required to go to the General Tribal Council, and the requirement for spending plans  
385 for unbudgeted supplemental funding that is received by the Nation. [1 O.C. 121.6-4]. The provision  
386 regarding obligated future expenditures is a new addition to the Law and prohibits any fund unit from  
387 obligating the Nation to make any future expenditures beyond the current budget year unless the fund  
388 unit identifies, and the Oneida Business Committee approves through the adoption of a resolution, the

389 source and extent of any future funds that are recommended to be held in reserve to meet that future  
390 obligation. [1 O.C. 121.6-5]. This section does not apply to a fund unit that has an approved multi-year  
391 contract. The provisions regarding unexpended capital improvement funds and unexpended capital  
392 expenditure funds remain the same as previously found in the Law, except that clarification was added  
393 that unexpended capital expenditure funds shall be returned to the General Fund. [1 O.C. 121.6-6]. The  
394 provision regarding capital contributions is a new addition to the Law and requires that any capital  
395 contributions made by the Nation be identified in the annual budget, and any reassignment of a loan  
396 provided by the Nation into a capital contribution be noticed to the General Tribal Council. [1 O.C.  
397 121.6-7]. The Law then prohibits any assets of the Nation from being divested or borrowed against to  
398 balance the annual budget. [1 O.C. 121.6-8]. The provisions of the Law regarding capital improvement  
399 plans for both government services and enterprises remains as found previously in the Law. [1 O.C.  
400 121.6-9].

401 ■ **Effect.** The proposed amendments to the Law expend the information that is provided in the Law  
402 regarding expenditures and assets of the Nation. New provisions were included in the Law  
403 regarding unbudgeted expenditures, obligated future expenditures, and capital contributions to  
404 provide greater insight on how these issues should be handled by the Nation since the Law was  
405 previously silent on these matters. It should be noted that the Law provides that the Oneida Business  
406 Committee shall set through resolution a threshold amount for unbudgeted expenditures that require  
407 notification by the Oneida Business Committee to the General Tribal Council at the next available  
408 General Tribal Council meeting. [1 O.C. 121.6-4(b)]. Notification of unbudgeted expenditures is  
409 currently addressed by Oneida Business Committee resolution BC-10-08-08-A, *Adopting*  
410 *Expenditure Authorization and Reporting Requirements*. Resolution BC-10-08-08-A requires that  
411 expenditures for items and specific projects which were not identified in the approved budget and  
412 total two hundred and fifty thousand dollars (\$250,000) or more, shall be formally noticed to the  
413 General Tribal Council at the next available General Tribal Council regular or special meeting.  
414 This resolution would control notification of unbudgeted expenditure in compliance with section  
415 121.6-4 of this Law until such a time that the resolution is amended, rescinded, or superseded to  
416 provide a different threshold for unbudgeted expenditures that requires notification to the General  
417 Tribal Council.

418 **G. Grants.** A new section regarding grants was added to the Law. Previously, the Law referenced grants  
419 in regard to budget contingency planning, how grant funding may be utilized, and the exhaustion of  
420 non-tribal funds. The Law previously provided that grant funds are exempt from requirements of the  
421 budget contingency plan and any cost containment initiatives as such funding is not reliant on Tribal  
422 contributions. Now the Law addresses expending grant funds, exhaustion of non-tribal funds, grant  
423 reporting, a Grant Reserve Fund Account, and grant funded positions. The Law currently reflects the  
424 same guidance on expending grant funds as was previously included in the Law, except now the Law  
425 clarifies that grant funds may also be utilized for incentives and retention efforts. [1 O.C. 121.7-1(a)].  
426 The Law then clarifies that Grant funds may be utilized for an expenditure even when other policies of  
427 the Nation do not allow for Tribal contribution to make that same expenditure, if only grant funds are  
428 utilized for the expenditure and all requirements or obligations of the grant are met, provided that, grant  
429 funds may be subject to the requirements of the budget contingency plan and any cost containment  
430 initiatives adopted by the Oneida Business Committee. [1 O.C. 121.7-1(b)]. The provision on the  
431 exhaustion of non-tribal funds remains the same as previously included in the Law. The provisions on  
432 grant reporting are new additions to the Law. At the time of submission of proposed annual budgets,

433 any fund unit which receives grant funding is required to submit a status report of the grant funding  
434 received to the Oneida Business Committee. [1 O.C. 121.7-3]. The Law now creates a Grant Reserve  
435 Fund account for the Nation, which is an obligated fund, to be used to pre-fund the expenditures of  
436 grants upon receipt, that is fully funded with separately identified cash resources. [1 O.C. 121.7-4]. The  
437 Law then provides guidance on grant funded positions, providing that if the grant funding for a fully  
438 grant funded position is eliminated, then the position shall be eliminated. [1 O.C. 121.7-5]. To transition  
439 a position from grant funding to being funded through the Nation's budget, a manager shall follow the  
440 standard procedure for seeking the development and approval of a new position in the Nation's annual  
441 budget and labor allocations. [1 O.C. 121.7-5].

442 ■ **Effect.** The purpose of the new provisions regarding grants that have been added to the Law is to  
443 add clarification to ensure that grants are utilized effectively and efficiently within Nation. The  
444 expanded provisions of the Law regarding the utilization of grants will provide more flexibility in  
445 how grant funds are spent. The provisions of the Law regarding grant reporting will ensure that  
446 pertinent information on grants is efficiently tracked and shared with the Oneida Business  
447 Committee. The creation of the Grant Reserve Fund account will ensure that the Nation is prepared  
448 and ready to pre-fund the expenditure of grants if needed.

449 **H. Debts.** A new section regarding debt was added to the Law. Previously, the Law only referenced debt  
450 in regard to allowable payments to be made from the Permanent Executive Contingency Fund account  
451 under budget contingency planning guidelines. This new section of the Law addresses general  
452 provisions on debt, notice of the acquisition of debt, use of debt, credit ratios, and corporate debt. The  
453 Law provides that any acquisition of debt by the Nation shall be processed in accordance with sound  
454 fiscal diligence, and that the Nation will comply with all relevant federal and state banking laws, rules,  
455 and policies applicable to the credit agreement. [1 O.C. 121.8-1]. Any debt instrument utilized by the  
456 Nation is prohibited from exceeding the life of what is being encumbered. [1 O.C. 121.8-1(a)]. The  
457 Law now provides guidance on when the acquisition of debt is required to be noticed to the General  
458 Tribal Council. Any debt underwritten by the Nation for ten million dollars (\$10,000,000) or more shall  
459 be noticed to the General Tribal Council at the next available meeting prior to the execution of the  
460 credit agreement encumbering all pledges of repayment. [1 O.C. 121.8-2]. If emergency circumstances  
461 exist which prevents the notice of the acquisition of debt to the General Tribal Council, the Oneida  
462 Business Committee may move forward with the acquisition of debt. [1 O.C. 121.8-2(a)]. Credit can  
463 then be used for project capital, general use, financing of equity, and all unspecified uses. [1 O.C. 121.8-  
464 3]. The Law then provides guidance on maintaining fiscally responsible prudent credit ratios – such as  
465 the Debt Service Coverage Ratio and the Fixed Charge Coverage Ratio – in accordance with low-risk  
466 debt financing options at the specific financial institution. [1 O.C. 121.8-4]. The section on debt then  
467 prohibits the Nation from being obligated to any debt obligations of its corporate entities. [1 O.C. 121.8-  
468 5].

469 ■ **Effect.** It is essential for effective budget management and financial control that the Nation have  
470 guidelines for the acquisition and utilization of debt. The provisions included in the Law will assist  
471 in ensuring that the Nation is fiscally responsible and exercising sound diligence if utilizing debt in  
472 the future.

473 **I. Employment and Labor Allocations.** A new section regarding employment and labor was added to  
474 the Law. Previously the Law did not address employment levels within the Nation or labor allocations.  
475 This new section of the Law addresses an employment cap for the Nation, a labor allocations list, and  
476 unbudgeted positions. The Law will now require that the Oneida Business Committee adopt an

477 employment cap for the Nation which sets the maximum number of full-time equivalent employees to  
478 be employed by the Nation. [1 O.C. 121.9-1]. The Law also requires that the Oneida Business  
479 Committee adopt a labor allocations list which identifies the number of full-time equivalent employees  
480 each employment area of the Nation is allocated. [1 O.C. 121.9-2]. The Law then prohibits any position  
481 which has not been specifically budgeted for and included in the labor allocation list, while specifying  
482 that budgeted labor dollars and approved positions shall not be transferrable in any form. [1 O.C. 121.9-  
483 3]. Although unbudgeted positions are expressly prohibited, an exception was included in the Law  
484 which allows the Oneida Business Committee to authorize unbudgeted positions for a fund unit. [1  
485 O.C. 121.9-3(a)].

486 ■ **Effect.** This is the first time that an employment cap or a labor allocations list is addressed in the  
487 Law. These provisions were included in the Law to ensure that the Nation maintains a manageable  
488 employment level. Costs related to maintaining the thousands of individuals employed by the  
489 Nation is one of the Nation's highest costs it must budget for, so it is essential that we are able to  
490 ensure that the Nation maintains control over sustainable employee levels. The requirement to  
491 maintain a labor allocation list will also ensure that the labor distribution throughout the various  
492 employment areas of the Nation is regularly reviewed so that it can be ensured that labor is allocated  
493 throughout the employment areas based on the needs of the Nation so that the best service can be  
494 provided by all employment areas. [1 O.C. 121.9-2]. Although this will be the first time the Law  
495 addresses an employment cap, this issue has previously been addressed through resolution by the  
496 Oneida Business Committee. One such example of the Oneida Business Committee adopting an  
497 employment cap for the Nation occurred within the adoption of the Fiscal Year 2021 budget as  
498 adopted through resolution BC-11-24-20-F, *Approval of Final Draft Fiscal Year 2021 Budget and*  
499 *Budget Directives*, which set an employment cap of two thousand and two hundred (2,200)  
500 employees.

501 **J. Budget Contingency Planning.** The provisions of the Law regarding budget contingency planning  
502 were moved from what used to be the strategic planning section of the Law to its own section. The  
503 amendments to the budget contingency planning section of the Law clarifies that emergency  
504 proclamations qualify as extreme financial distress, while tribal shutdowns – which occurs when the  
505 General Tribal Council has not approved a budget for the Nation prior to the beginning of a new fiscal  
506 year – does not qualify as extreme financial distress. [1 O.C. 121.10-1(a)]. The Law requires that the  
507 Oneida Business Committee maintain a Permanent Executive Contingency Fund account. Previously,  
508 the Law provided that the Treasurer, in consultation with the CFO, shall establish, and the Oneida  
509 Business Committee shall approve, the level of business continuity funds required in the Permanent  
510 Executive Contingency account, that the Treasurer shall set aside business continuity funds in the  
511 Permanent Executive Contingency account until the established level has been achieved. Now the Law  
512 was clarified that the Permanent Executive Contingency Fund account is a restricted fund, and that  
513 Permanent Executive Contingency Fund account shall consist of a minimum reserve of one (1) year of  
514 operating expenses to ensure continuity of business for the Nation. [1 O.C. 121.10-4(a)]. The  
515 amendments also clarify that the Oneida Business Committee shall approve through the adoption of a  
516 resolution the percentage of the annual budget that is required to be set aside in the Permanent Executive  
517 Contingency Fund account until the established level has been achieved. [1 O.C. 121.10-4(b)].

518 ■ **Effect.** Regarding the clarification on what constitutes extreme financial distress, Tribal shutdowns  
519 was removed from the Law as an example of extreme financial distress because it was not accurate  
520 that the General Tribal Council not approving a budget for the Nation prior to the beginning of a



521 new fiscal year that means the Nation has shut down and is in extreme financial distress. The Law  
522 already addresses if the General Tribal Council does not adopt a budget by September 30<sup>th</sup> of each  
523 year and provides that the Oneida Business Committee may then adopt a continuing budget  
524 resolution(s) until such time as a budget is adopted. [1 O.C. 121.5-4(e)(1)]. Therefore, budget  
525 contingency planning for if the General Tribal Council does not adopt a budget by September 30<sup>th</sup>  
526 of each year is not necessary. Additionally, emergency proclamations were added as an example of  
527 extreme financial distress based on the Nation's experience with the COVID-19 pandemic and its  
528 resulting emergency proclamations. Regarding the amendments on the Permanent Executive  
529 Contingency Fund Account, clarification was added so that the Law is specific as to what level of  
530 funds is required to be in the Permanent Executive Contingency Fund account, and that the Oneida  
531 Business Committee will approve through resolution the percentage of the annual budget that is  
532 required to be set aside in the Permanent Executive Contingency Fund account each year. These  
533 clarifications will ensure that the Treasurer and the Oneida Business Committee can properly plan  
534 to fund the Permanent Executive Contingency Fund account so that the Nation is prepared for times  
535 of extreme financial distress.

536 **K. Reporting.** Clarification was added to this section of the Law which provides that the Treasurer's  
537 monthly reports to the Oneida Business Committee should include revenue and expense summaries. [1  
538 O.C. 121.11-1(a)]. Additionally, a new provision was added to this section of the Law which addresses  
539 annual and semi-annual reporting to the General Tribal Council. The Law now states that the Treasurer  
540 shall report on all receipts and expenditures and the amount and nature of all funds in their possession  
541 and custody, at the annual and semi-annual General Tribal Council meetings, and at such other times  
542 as requested by the General Tribal Council or the Oneida Business Committee. [1 O.C. 121.11-2]. The  
543 Treasurer's reports are also required to include an independently audited annual financial statement that  
544 provides the status or conclusion of all the receipts and debts in possession of the Treasurer including,  
545 but not limited to, all corporations owned in full or in part by the Nation. [1 O.C. 121.11-2(a)].

546 **Effect.** The revisions to the Law in this section provide more clarify on what information is  
547 expected to be included in the Treasurer's reports to the Oneida Business Committee and the  
548 General Tribal Council. Although a new addition to this Law, the requirements of section 121.11-  
549 2(a) are not new requirements for the Treasurer's reports, and this information was previously  
550 contained in resolution GTC-11-15-08-C, *Treasurer's Report to include all Receipts and*  
551 *Expenditures and the Amount and Nature of all Funds in the Treasurer's Possession and Custody.*

552 **L. Enforcement.** A provision was added to the enforcement section of the Law that provides that the  
553 Executive Managers shall notify the Oneida Business Committee of any fund unit which does not  
554 comply with the budget schedule or guidelines. [1 O.C. 121.12-1(a)]. A list of any fund unit of an  
555 elected entity which did not comply with the budget schedule or guidelines shall be included in the  
556 annual report to the General Tribal Council. [1 O.C. 121.12-1(a)].

557 **Effect.** This provision was added to the Law to encourage compliance with the Law by the fund  
558 units and ensure there is accountability for those fund units that do not comply with the Law.  
559 Requiring this information to be shared to the Oneida Business Committee or in the annual report  
560 to the General Tribal Council also ensures transparency with the information shared with the  
561 Oneida Business Committee and the General Tribal Council.

562 **M. Minor Drafting Changes.** Additional drafting and formatting changes have been made throughout  
563 the Law for clarity.



564

565 **SECTION 6. EXISTING LEGISLATION**566 **A. *Related Legislation.*** The following laws of the Nation are related to this Law:567     ▪ *Administrative Rulemaking law.* The Administrative Rulemaking law provides an efficient,  
568 effective, and democratic process for enacting and revising administrative rules. [1 O.C. 106.1-  
569 2].570             ▪ Previously, this Law required the Procurement Manual to be adopted as rules in  
571 accordance with the Administrative Rulemaking law. The proposed amendments to the  
572 Law remove this provision and now only require that the Procurement Manual be  
573 approved by the Oneida Business Committee through the adoption of a resolution. [1  
574 O.C. 121.6-2].575             ▪ This Law no longer delegates authority for the promulgation of rules in accordance  
576 with the Administrative Rulemaking law.577     ▪ *Internal Audit Law.* The Internal Audit law creates a process by which internal audits are  
578 conducted upon the Nation's entities and to delegate responsibilities for the purposes of  
579 conducting such audits. [1 O.C. 108.1-1].580             ▪ The Law provides that the Internal Audit Department, annually, shall conduct  
581 independent comprehensive performance audits, in accordance with the Nation's Audit  
582 law, the Financial Accounting Standards Board (FASB) and the Governmental  
583 Accounting Standards Board (GASB), of randomly selected fund units or of fund units  
584 deemed necessary by the Oneida Business Committee or Internal Audit Department.  
585 [1 O.C. 121.11-3].586             ▪ Any internal audits conducted by the Internal Audit Department shall be made in  
587 accordance with the audit process provided in the Internal Audit law. [1 O.C. 108.6].588     ▪ *Emergency Management Law.* The purpose of the Emergency Management law is to provide  
589 for the development and execution of plans for the protection of residents, property, and the  
590 environment in an emergency or disaster; provide for the direction of emergency management,  
591 response, and recovery on the Reservation, as well as coordinating with other agencies, victims,  
592 businesses, and organizations; establish the use of the National Incident Management System  
593 (NIMS); and designate authority and responsibilities for public health preparedness. [3 O.C.  
594 302.1-1].595             ▪ This Law provides that if the Nation proclaims an emergency, in accordance with the  
596 Emergency Management law, that stays in effect for at least one (1) month and prevents  
597 the presentation to and adoption of the budget by the General Tribal Council, the  
598 Oneida Business Committee shall adopt the Nation's budget. [1 O.C. 121.5-4(e)(2)].599             ▪ Under the Emergency Management law, the Oneida Business Committee is delegated  
600 the responsibility to proclaim or ratify the existence of an emergency. [3 O.C. 302.8-  
601 1]. An emergency means a situation that poses an immediate risk to health, life, safety,  
602 property, or environment which requires urgent intervention to prevent further illness,  
603 injury, death, or other worsening of the situation. [3 O.C. 302.3-1(f)]. No proclamation  
604 of an emergency by the Oneida Business Committee may last for longer than sixty (60)  
605 days, unless renewed by the Oneida Business Committee. [3 O.C. 302.8-2].606     ▪ *Oneida Personnel Policies and Procedures.* The Oneida Personnel Policies and Procedures is  
607 the Nation's law which governs employment. The Oneida Personnel Policies and Procedures

- 608 provides the process for handling complaints, disciplinary actions, and grievances. [Section  
609 V.D.].
- 610       ▪ The Law provides that violations of this Law shall be addressed using the applicable  
611       enforcement tools provided by the Nation’s laws and policies including, but not limited  
612       to, those related to employment with the Nation, conflicts of interest, ethics, and  
613       removal from an elected position. [1 O.C. 121.12-2].
  - 614       ▪ An employee of the Nation who violates this Law may be addressed through the  
615       disciplinary procedures found in Section V.D. of the Oneida Personnel Policies and  
616       Procedures.
  - 617   ▪ *Conflict of Interest Law.* The Conflict of Interest law ensures that all employees, contractors,  
618   elected officials, officers, political appointees, appointed and elected members and all others  
619   who may have access to information or materials that are confidential or may be used by  
620   competitors of the Nation’s enterprises or interests be subject to specific limitations to which  
621   such information and materials may be used in order to protect the interests of the Nation. [2  
622   O.C. 217.1-1].
    - 623       ▪ The Law provides that violations of this Law shall be addressed using the applicable  
624       enforcement tools provided by the Nation’s laws and policies including, but not limited  
625       to, those related to employment with the Nation, conflicts of interest, ethics, and  
626       removal from an elected position. [1 O.C. 121.12-2].
    - 627       ▪ The Conflict of Interest law provides that if a supervisor is provided credible evidence  
628       that an employee has failed to disclose a conflict of interest, the employee shall be  
629       placed on leave pursuant to the Nation’s Investigative Leave Policy, except that the  
630       duration of the investigation for an alleged conflict of interest shall be concluded within  
631       seven (7) days of the employee being placed on leave. A supervisor shall terminate an  
632       employee from his or her employment with the Nation when an investigation  
633       substantiates that the employee failed to disclose a conflict of interest. [2 O.C. 217.6-  
634       1].
    - 635       ▪ The Conflict of Interest law provides that an Oneida Business Committee member who  
636       fails to disclose a conflict of interest may be subject to removal pursuant to the  
637       Removal Law or penalties pursuant to laws of the Nation regarding penalties. [2 O.C.  
638       217.6-2].
    - 639       ▪ The Conflict of Interest law provides that an elected or appointed official of the Nation  
640       who fails to disclose a conflict of interest may be subject to penalties pursuant to laws  
641       of the Nation regarding penalties, and subject to removal pursuant to the Removal Law  
642       for elected members, or have their appointment terminated by the Oneida Business  
643       Committee pursuant to the law governing board, committees and commissions for  
644       appointed members. [2 O.C. 217.6-3].
  - 645   ▪ *Code of Ethics.* The Code of Ethics law promotes the highest ethical conduct in all its elected  
646   and appointed officials, and employees. [1 O.C. 103.1-1].
    - 647       ▪ The Law provides that violations of this Law shall be addressed using the applicable  
648       enforcement tools provided by the Nation’s laws and policies including, but not limited  
649       to, those related to employment with the Nation, conflicts of interest, ethics, and  
650       removal from an elected position. [1 O.C. 121.12-2].

- 651                   ▪ The Code of Ethics law provides that a government official who violates any portion  
652                   of the Code of Ethics as it applies to them, may be subject to removal, if elected, or  
653                   termination, if appointed. [1 O.C. 103.6-1(a)].
- 654                   ▪ The Code of Ethics law provides that an individual from a program or enterprise of the  
655                   Nation who violates any portion of the Code of Ethics as it applies to them, may be  
656                   subject to the disciplinary procedures found in the Oneida Personnel Policies and  
657                   Procedures. [1 O.C. 103.6-1(b)].
- 658                   ▪ *Removal Law.* The Removal law governs the removal of persons elected to serve on boards,  
659                   committees, and commissions of the Nation. [1 O.C. 104.1-1].
- 660                   ▪ The Law provides that violations of this Law shall be addressed using the applicable  
661                   enforcement tools provided by the Nation’s laws and policies including, but not limited  
662                   to, those related to employment with the Nation, conflicts of interest, ethics, and  
663                   removal from an elected position. [1 O.C. 121.12-2].
- 664                   ▪ An elected official of the Nation who violates this Law may be addressed through the  
665                   removal procedures found the Removal law.
- 666                   ▪ *Furlough Policy.* The Furlough Policy enables the Nation to implement a furlough as a tool to  
667                   remedy an operating budget deficit. [2 O.C. 205.1-1].
- 668                   ▪ This Law provides that as part of the budget contingency plan, the Oneida Business  
669                   Committee may require the use of cost saving tools, provided that the use of such  
670                   complies with all laws of the Nation. [1 O.C. 121.10-2]. Cost saving tools may include  
671                   furloughs. [1 O.C. 121.10-2(c)].
- 672                   ▪ Any furloughs made as part of the Nation’s budget contingency plan shall be made in  
673                   accordance with the furlough process provided in the Furlough Policy. [2 O.C. 205].
- 674                   ▪ *Layoff Policy.* The purpose of the Layoff Policy is to establish a fair, respectful policy for  
675                   employee layoff and recall which enables the Nation’s programs and enterprises to operate  
676                   effectively and efficiently in varying economic conditions within the parameters of Oneida  
677                   Nation Seventh Generation mission, priorities, and objectives. [2 O.C. 207.1-1].
- 678                   ▪ This Law provides that as part of the budget contingency plan, the Oneida Business  
679                   Committee may require the use of cost saving tools, provided that the use of such  
680                   complies with all laws of the Nation. Cost saving tools may include layoffs.
- 681                   ▪ Any layoffs made as part of the Nation’s budget contingency plan shall be made in  
682                   accordance with the layoff process provided in the Layoff Policy. [2 O.C. 207].

683

684 **SECTION 8. ENFORCEMENT AND ACCOUNTABILITY**

685 **A. *Enforcement.*** The Law provides that all employees and officials of the Nation are required to comply  
686 with and enforce this Law to the greatest extent possible. [1 O.C. 121.12-1]. The Executive Managers  
687 are required to notify the Oneida Business Committee of any fund unit which does not comply with the  
688 budget schedule or guidelines. A list of any fund unit of an elected entity which did not comply with  
689 the budget schedule or guidelines shall be included in the annual report to the General Tribal Council.  
690 [1 O.C. 121.12-1].

691 **B. *Consequences of Violation of this Law.*** Violations of this law shall be addressed using the applicable  
692 enforcement tools provided by the Nation’s laws and policies including, but not limited to, those related  
693 to employment with the Nation, conflicts of interest, ethics, and removal from an elected position. [1

694 *O.C. 121.12-2j*. Additionally, this Law does not preclude the Nation from pursuing civil or criminal  
695 charges under any federal or state civil or criminal laws, or any laws of the Nation. [*1 O.C. 121.12-3j*].  
696

## 697 **SECTION 9. OTHER CONSIDERATIONS**

698 **A. *Approval Through Adoption of a Resolution.*** There are many instances throughout this Law in which  
699 the approval of information, plans, or guidelines by the Oneida Business Committee or the General  
700 Tribal Council is required to occur through the adoption of a resolution.

701 ■ ***Examples.*** Examples of the requirement of approval through the adoption of a resolution can be  
702 seen in the following instances throughout the Law:

703 ■ ***Section 121.5-4 Budget Schedule and Guidelines.*** The Treasurer is required to submit  
704 budget guidelines to the Oneida Business Committee for review and approval through the  
705 adoption of a resolution.

706 ■ ***Section 121.5-4(3) Budget Schedule and Guidelines Deadline.*** The Oneida Business  
707 Committee is required to set a deadline through the adoption of a resolution for when the  
708 Treasurer shall submit their budget guidelines to the Oneida Business Committee for  
709 review and approval.

710 ■ ***Section 121.5-4(c) Final Draft Budget.*** The Oneida Business Committee shall approve,  
711 by resolution, the final draft budget to be presented to the General Tribal Council.

712 ■ ***Section 121.5-4(e) Budget Adoption.*** The Oneida Business Committee shall present the  
713 budget to the General Tribal Council with a request for adoption by resolution no later than  
714 September 30th of each year.

715 ■ ***Section 121.5-4(e)(1) Continuing Budget Resolution.*** If the General Tribal Council does  
716 not adopt a budget by September 30th, the Oneida Business Committee may adopt a  
717 continuing budget resolution(s) until such time as a budget is adopted by the General Tribal  
718 Council.

719 ■ ***Section 121.5-5 Amendments to the Nation's Budget.*** The Oneida Business Committee  
720 shall be responsible for adopting any amendment to the budget through resolution of the  
721 Nation.

722 ■ ***Section 121.6-2 Procurement Manual.*** The Procurement Manual, and any amendments  
723 thereto, shall be approved by the Oneida Business Committee through adoption of a  
724 resolution.

725 ■ ***Section 121.6-4(a) Approval of Unbudgeted Expenditures.*** The Oneida Business  
726 Committee shall approve any unbudgeted expenditure through the adoption of a resolution  
727 prior to the expenditure being made by a fund unit.

728 ■ ***Section 121.6-4(b) Notification of Unbudgeted Expenditures.*** The Oneida Business  
729 Committee shall set through resolution a threshold amount for unbudgeted expenditures  
730 that require notification by the Oneida Business Committee to the General Tribal Council  
731 at the next available General Tribal Council meeting.

732 ■ ***Section 121.6-4(c) Unbudgeted Supplemental Funding.*** If the Nation receives any  
733 supplemental or emergency funding of two hundred and fifty thousand dollars (\$250,000)  
734 or more, the Oneida Business Committee shall develop and adopt, through resolution, a  
735 spending plan to guide expenditures of the supplemental funding in accordance with any  
736 provided guidance for the supplemental funding and audit compliance.

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- **Section 121.6-5 Obligated Future Expenditures.** No fund unit shall obligate the Nation to make any future expenditures beyond the current budget year unless the fund unit identifies, and the Oneida Business Committee approves through the adoption of a resolution, the source and extent of any future funds that are recommended to be held in reserve to meet that future obligation.
  - **Section 121.9-1 Employment Cap.** The Oneida Business Committee shall have the authority to approve this employment cap, and any amendments thereto, through the adoption of a resolution.
  - **Section 121.9-2 Labor Allocations List.** The Oneida Business Committee shall have the authority to adopt the labor allocation list, and any amendments thereto, through the adoption of a resolution.
  - **Section 121.9-2 Labor Allocations List SOP.** The Oneida Business Committee shall approve this standard operating procedure for revisions to the labor allocations list, and any amendments thereto, through the adoption of a resolution.
  - **Section 121.9-3 Unbudgeted Positions.** The Oneida Business Committee shall authorize the approval of an unbudgeted position through the adoption of a resolution.
  - **Section 121.10-1(b) Budget Contingency Plan.** The Oneida Business Committee shall approve the budget contingency plan, and any amendments thereto, through the adoption of a resolution.
  - **Section 121.10-4 Permanent Executive Contingency Fund Account.** The Treasurer, in consultation with the CFO, shall establish, and the Oneida Business Committee shall approve through the adoption of a resolution, the percentage of the annual budget that shall be set aside in the Permanent Executive Contingency Fund account until the established level has been achieved.
  - **Conclusion.** The Legislative Operating Committee will need to ensure that any information that is required to be approved through resolution prior to this Law being implemented is presented to the Oneida Business Committee for consideration in a resolution at the time of adoption of this Law. Additionally, the Legislative Operating Committee will need to ensure the Oneida Business Committee is aware of its responsibilities of approving information, guidelines, or plans through the adoption of a resolution when it is applicable.
- B. Fiscal Impact.** Under the Legislative Procedures Act, a fiscal impact statement is required for all legislation except emergency legislation [1 O.C. 109.6-1]. Oneida Business Committee resolution BC-10-28-20-A titled, “*Further Interpretation of ‘Fiscal Impact Statement’ in the Legislative Procedures Act,*” provides further clarification on who the Legislative Operating Committee may direct complete a fiscal impact statement at various stages of the legislative process, as well as timeframes for completing the fiscal impact statement.
- **Conclusion.** The Finance Department provided a fiscal impact statement for the proposed amendments to this Law on April 14, 2022.

775



Title 1. Government and Finances – Chapter 121

BUDGET MANAGEMENT AND CONTROL

Twahwistatye'nítha?

We have a certain amount of money

BUDGET AND FINANCES

121.1.	Purpose and Policy	121.7.	Appropriation of the Nation’s Funds
121.2.	Adoption, Amendment, Repeal	121.8.	Budget Authority
121.3.	Definitions	121.9.	Budget Transfers; Amendments
121.4.	Strategic Planning	121.10.	Reporting
121.5.	Budget Process	121.11.	Authorizations and Signatures
121.6.	Capital Improvements	121.12.	Enforcement and Penalties

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**121.1. Purpose and Policy**

121.1-1. *Purpose.* The purpose of this law is to set forth the requirements to be followed by the Oneida Business Committee and Oneida fund units when preparing the budget to be presented to the General Tribal Council for approval, and to establish financial policies and procedures for the Nation which: a triennial strategy planning process for the Nation’s budget.

- (a) institutionalize best practices in financial management to guide decision makers in making informed decisions regarding the provision of services, implementation of business plans for enterprises, investments, and capital assets;
- (b) provide a long term financial prospective and strategic intent, linking budget allocations to organizational goals, as well as providing fiscal controls and accountability for results and outcomes;
- (c) identify and communicate to the membership of the Nation spending decisions for the government function, grant obligations, enterprises, membership mandates, capital expenditures, technology projects, and capital improvement projects;
- (d) establish a framework for effective financial risk management; and
- (e) encourage participation by the Nation’s membership.

121.1-2. *Policy.* It is the policy of the Nation to rely on ~~value-based~~ balanced-based budgeting strategies, identifying proper authorities and ensuring compliance and enforcement. The Nation shall use Generally Accepted Accounting Principles (GAAP), established by the Financial Accounting Standards Board, and the Governmental Accounting Standards Board (GASB) in accounting and reporting for the financial activities of the various entities of the Nation, unless they conflict with applicable legal requirements.

**121.2. Adoption, Amendment, Repeal**

121.2-1. This law was adopted by the Oneida Business Committee by resolution BC-02-08-17-C, and amended by resolution BC- - - - .

121.2-2. This law may be amended or repealed by the Oneida Business Committee ~~and~~/or the General Tribal Council pursuant to the procedures set out in the Legislative Procedures Act.

121.2-3. 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.

121.2-4. 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. Provided that, nothing in this law amends or repeals the



36 requirements of resolution BC-10-08-08-A, *Adopting Expenditure Authorization and Reporting*  
 37 *Requirements*.

38 121.2-5. This law is adopted under authority of the Constitution of the Oneida Nation.

39

### 40 **121.3. Definitions**

41 121.3-1. This section shall govern the definitions of words and phrases used within this law. All  
 42 words not defined herein shall be used in their ordinary and everyday sense.

43 ~~(a) “Appropriation” means the legislative act of designating funds for a specific purpose~~  
 44 ~~in accordance with the provisions contained in this law.~~

45 (a) “Balanced budget” means that the cost of current expenses and service provisions is  
 46 equal to the forecasted current revenue sources.

47 (b) “Capital contribution” means an act of giving money or assets to a company or  
 48 organization.

49 ~~(b)c~~ “Capital expenditure” means any non-recurring and non-physical improvement as  
 50 follows:

51 (1) Any item with a cost of five thousand dollars (\$5,000.~~00~~) or more and an an  
 52 estimated useful life of one (1) year or more; or

53 (2) Items purchased together where none of the items individually costs more than  
 54 two thousand dollars (\$2,000.~~00~~), but the total purchase price for all of the items is  
 55 ten thousand dollars (\$10,000.~~00~~) or more.

56 ~~(e)d~~ “Capital improvement” means a non-recurring expenditure for physical  
 57 improvements, including costs for:

58 (1) acquisition of existing buildings, land, or interests in land;

59 (A) Acquisition of existing buildings and land completed by the Oneida  
 60 Land Commission are not included in this definition.

61 (2) construction of new buildings or other structures, including additions and major  
 62 alterations;

63 (3) acquisition of fixed equipment;

64 (4) landscaping;

65 (5) physical infrastructure; and

66 (6) similar expenditures with a cost of five thousand dollars (\$5,000.~~00~~) or more  
 67 and an estimated a useful life of one (1) year or more.<sup>+</sup>

68 ~~(d)e~~ “CFO” means the Nation’s Chief Financial Officer, or their designee at their  
 69 discretion.

70 ~~(e)f~~ “Debt” means the secured or unsecured obligations owed by the Nation.

71 (g) “Debt Service Coverage Ratio” means a measurement of creditors available cash flow  
 72 to pay debt obligations. This ratio evaluates if an entity has income capacity to service  
 73 debts.

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<sup>1</sup> Acquisition of existing buildings and land completed by the Oneida Land Commission are not included in the definition of “Capital Improvement.”

- 74 (h) “Enterprise” means any area or activity of the Nation that is engaged in for the business  
 75 of profit.
- 76 ~~(f) “Economic life” means the length of time an asset is expected to be useful.~~
- 77 (g) “Executive Mmanager” means a position of employment within the Nation that is the  
 78 highest level in the chain of command under the Oneida Business Committee who is  
 79 responsible for a department or division of the Nation, as identified by the Oneida Business  
 80 Committee through the adoption of a resolution. any one of the following positions within  
 81 the Nation: Chief Executive Officer/General Manager, Gaming General Manager, Legal  
 82 Counsel and/or Chief Financial Officer.
- 83 (h) “Expenditure report” means a financial report which includes, but is not limited to, a  
 84 statement of cash flows, revenues, costs and expenses, assets, liabilities, and a statement of  
 85 financial position.
- 86 (k) “Finance Administration” means the department of the Nation which consists of the  
 87 Chief Financial Officer, Assistant Chief Financial Officer, the executive assistant to the  
 88 Chief Financial Officer, and any other designated employee.
- 89 (i) “Fiscal year” means the one (1) year period each year from October 1<sup>st</sup> to September  
 90 30<sup>th</sup>.
- 91 (m) “Fixed Charge Coverage Ratio” means a measurement of a creditors capacity of  
 92 earnings level or ability to cover its fixed charges such as debt payments, interest expenses,  
 93 and leases expenses. Financial institutions will evaluate this ratio for purposes of credit  
 94 risk.
- 95 (j) “Fund unit” means any board, committee, commission, service, program, enterprise,  
 96 department, office, or any other division or non-division of the Nation which receives an  
 97 appropriation approved by the Nation.
- 98 (o) “Government service” means any area or activity of the Nation that is not expected to  
 99 create revenue for the Nation and not expected to make a profit at any time.
- 100 ~~(k) “General reserve fund” means the Nation’s main operating fund which is used to~~  
 101 ~~account for all financial resources not accounted for in other funds.~~
- 102 ~~(l) “GTC allocations” means expenditures directed by the General Tribal Council as~~  
 103 ~~required payments and/or benefits to the Nation’s membership and are supported by either~~  
 104 ~~a General Tribal Council or Oneida Business Committee resolution.~~
- 105 ~~(mp) “Line item” means the specific account within a fund unit’s budget or category that~~  
 106 ~~expenditures are charged to.~~
- 107 ~~(nq) “Manager” means the person in charge of directing, controlling, and administering~~  
 108 ~~the activities of a fund unit.~~
- 109 ~~(or) “Nation” means the Oneida Nation.~~
- 110 ~~(p) “Rule” means a set of requirements, including citation fees and penalty schedules,~~  
 111 ~~enacted in accordance with the Administrative Rulemaking law based on authority~~  
 112 ~~delegated in this law in order to implement, interpret and enforce this law.~~
- 113 (s) “Secretary” means the Oneida Nation Secretary, or their designee at their discretion.
- 114 (qt) “Treasurer” means the elected Oneida Nation Treasurer, or his or her their designee  
 115 at their discretion.

#### 121.4. Strategic Planning Authority and Responsibilities

121.4-1. Oneida Business Committee. The Oneida Business Committee shall:

- 119 (a) oversee the development of the Nation’s budget;

- 120 (b) oversee the implementation of the Nation's budget;  
 121 (c) develop priorities, a strategic plan, or broad goals to assist in guiding the budget; and  
 122 (d) exercise the authority provided in Article IV, Section 1, of the Constitution and Bylaws  
 123 of the Oneida Nation, as delegated to the Oneida Business Committee by the General Tribal  
 124 Council. *Triennial Strategic Plan.* Prior to December 1<sup>st</sup> of each year, the Oneida Business  
 125 Committee, in consultation with the Executive Managers, shall develop a triennial strategic  
 126 plan which includes, but is not limited to:  
 127 (a) Major policy and budgetary goals for the Nation, both long and short term;  
 128 (b) Specific strategies and planned actions for achieving each goal; and  
 129 (c) Performance targets and indicators to track progress which, to the extent available,  
 130 includes, but is not limited to:  
 131 (1) Statistics and trending data for, at a minimum, the last three (3) complete fiscal  
 132 years; and  
 133 (2) Performance targets for, at a minimum, the next three (3) complete fiscal years  
 134 moving forward.
- 135 121.4-2. Treasurer. In accordance with the Constitution and Bylaws of the Oneida Nation, the  
 136 Nation's Treasurer shall:  
 137 (a) accept, receive, receipt for, preserve and safeguard all funds in the custody of the  
 138 Nation, whether they be funds of the Nation or special funds for which the Nation is acting  
 139 as trustee or custodian;  
 140 (b) deposit all funds in such depository as the Nation shall direct and shall make and  
 141 preserve a faithful record of such funds;  
 142 (c) submit expenditure reports and other financial reports as deemed necessary by the  
 143 Oneida Business Committee or the General Tribal Council at:  
 144 (1) the annual General Tribal Council meeting;  
 145 (2) the semi-annual General Tribal Council meeting; and  
 146 (3) other such times as may be directed by the Oneida Business Committee or the  
 147 General Tribal Council; and  
 148 (d) present the proposed draft budget to the General Tribal Council at the annual budget  
 149 meeting. *Fund Units' Contributions to the Triennial Strategic Plan.* Managers shall  
 150 annually develop, submit and maintain a triennial strategic plan for the fund unit's  
 151 operations which aligns with the triennial strategic plan established by the Oneida Business  
 152 Committee pursuant to 121.4 1. Managers shall submit the fund unit's triennial strategic  
 153 plan to the CFO when the fund unit's budget is due and, at a minimum, shall include the  
 154 following in the plan:  
 155 (a) A statement of the fund unit's mission;  
 156 (b) Specific goals including a description of the fund unit's strategies as part of its service  
 157 group provided in 121.5 3(e) which aligns with the goals established in the Nation's  
 158 triennial strategic plan;  
 159 (c) Specific strategies for achieving each of the fund unit's goals; and  
 160 (d) Performance targets and indicators to track progress which, to the extent available,  
 161 includes, but is not limited to:  
 162 (1) Statistics and trending data for, at a minimum, the last three (3) complete fiscal  
 163 years; and  
 164 (2) Performance targets for, at a minimum, the next three (3) complete fiscal years  
 165 moving forward.

- 166 121.4-3. Chief Financial Officer. The CFO shall:
- 167 (a) ensure the Nation's budget is properly implemented;
- 168 (b) provide managers with monthly revenue and expense reports;
- 169 (c) assist with the submission and presentation of the Treasurer's report to the Oneida
- 170 Business Committee, which shall specifically include any monthly variances that are
- 171 either:
- 172 (1) a difference of three percent (3%) or more from the adopted annual budget; or
- 173 (2) fifty thousand dollars (\$50,000) or more in total;
- 174 (d) provide the Oneida Business Committee with information and reports as requested;
- 175 (e) present the Treasurer's report and hold financial condition meetings with the Nation's
- 176 management on a minimum of a quarterly basis; and
- 177 (f) inform the appropriate Executive Manager of any fund unit which does not follow the
- 178 budget development process guidelines or deadlines as set forth by the Treasurer.
- 179 Budget Contingency Plan. The Oneida Business Committee shall work with the CFO, executive
- 180 managers and managers to create a budget contingency plan which provides a strategy for the
- 181 Nation to respond to extreme financial distress that could negatively impact the Nation. The
- 182 Oneida Business Committee shall approve, by resolution, the budget contingency plan and any
- 183 amendments thereto. The Oneida Business Committee is responsible for the implementation of
- 184 the budget contingency plan, provided that such implementation is predicated on the Oneida
- 185 Business Committee's determination that the Nation is under extreme financial distress. For the
- 186 purposes of this section, extreme financial distress includes, but is not limited to, natural or human-
- 187 made disasters, United States Government shutdown, Tribal shutdown (which occurs when the
- 188 General Tribal Council has not approved a budget for the Nation prior to the beginning of a new
- 189 fiscal year) and economic downturns.
- 190 (a) Cost Savings Tools. As part of the budget contingency plan, the Oneida Business
- 191 Committee may require stabilization funds, reductions of expenditures, furloughs and other
- 192 cost saving tools provided that such tools are in compliance with the Nation's laws,
- 193 specifically the Nation's employment laws, rules and policies.
- 194 (b) Business Continuity Fund. The Oneida Business Committee shall maintain a
- 195 Permanent Executive Contingency account within the ownership investment report to be
- 196 used to prevent default on debt and to sustain operations during times of extreme financial
- 197 distress. The Treasurer, in consultation with the CFO, shall establish, and the Oneida
- 198 Business Committee shall approve, the level of business continuity funds required in the
- 199 Permanent Executive Contingency account. The Treasurer shall set aside business
- 200 continuity funds in the Permanent Executive Contingency account until the established
- 201 level has been achieved. Funds in the Permanent Executive Contingency may only be used
- 202 for the following purposes and only to the extent that alternative funding sources are
- 203 unavailable:
- 204 (1) Payments to notes payable to debt service, both principal and interest, and
- 205 applicable service fees;
- 206 (2) Employee payroll, including all applicable taxes;
- 207 (3) Payments to vendors for gaming and retail;
- 208 (4) Payments to vendors for governmental operations;
- 209 (5) Payments to any other debt; and
- 210 (6) To sustain any of the Nation's other operations during implementation of the
- 211 budget contingency plan.

212 ~~(e) *Grant Funds.* Grant funds are exempt from requirements of the budget contingency~~  
 213 ~~plan and any cost containment initiatives as such funding is not reliant on Tribal~~  
 214 ~~contributions. Grant funds shall be spent according to any non-negotiable grant~~  
 215 ~~requirements and guidelines of the granting agency to include purchases, travel, training,~~  
 216 ~~hiring grant required positions and any other requirements attached to the funds as a~~  
 217 ~~condition of the Nation's acceptance of the grant funds.~~

218 121.4-4. *Managers.* Managers shall:

219 (a) *Ensure that their business units operate, on a day-to-day basis, in compliance with the*  
 220 *budget adopted pursuant to this law;*

221 (b) *Report to the CFO and their relevant Executive Manager explanations and corrective*  
 222 *actions for any monthly variance that is either:*

223 (1) *a difference of three percent (3%) or more from the adopted annual budget; or*

224 (2) *fifty thousand dollars (\$50,000) or more in total;*

225 (c) *Submit budget review reports to the CFO on a reasonable and timely basis not to*  
 226 *exceed thirty (30) calendar days from the end of the month; and*

227 (d) *submit a budget for their fund unit in accordance with the budget schedule and*  
 228 *guidelines as adopted by the Oneida Business Committee.*

229

## 230 **121.5. Budget Process**

231 121.5-1. *General.* The Nation shall develop, adopt, and manage an annual budget. All revenues  
 232 and expenditures of the Nation shall be in accordance with the annual budget ~~adopted by the~~  
 233 ~~General Tribal Council. In creating the budget to present to the General Tribal Council for~~  
 234 ~~consideration, the Oneida Business Committee, executive managers and managers shall follow the~~  
 235 ~~processes provided in this law. The Oneida Business Committee may alter the deadlines provided~~  
 236 ~~in this law only upon a showing of good cause, provided that, the Oneida Business Committee~~  
 237 ~~shall approve any such alterations by resolution.~~

238 (a) *The Nation's budget shall be a balanced budget and not propose to spend more funds*  
 239 *than are reasonably expected to become available to the Nation during that fiscal year.*

240 (1) *Underwriting debt resources or the utilization of existing debt instruments shall*  
 241 *be expressly prohibited from use to balance the Nation's annual budget.*

242 (b) *The budget shall align with any strategic plan, broad goals, or priorities developed and*  
 243 *adopted by the Oneida Business Committee on behalf of the Nation.*

244 (c) *The Nation's corporate entities shall not be included in the Nation's budget.*

245 121.5-2. *Content of the Budget.* The Nation's budget shall include the following information:

246 (a) *Estimated revenues to be received from all sources;*

247 (b) *The individual budgets of each fund unit;*

248 (c) *A description of each line item within each fund unit's budget;*

249 (d) *The estimated expenditures by each fund unit; and*

250 (e) *Summary of employment position counts including prior year, current year, and*  
 251 *budgeted year.*

252 ~~*Community Input Budget Meeting(s).* The Treasurer's office shall schedule, at a minimum, one~~  
 253 ~~(1) *community input budget meeting(s) prior to December 1<sup>st</sup> of each year. At the community*~~  
 254 ~~*input budget meeting(s), the Treasurer shall afford community members an opportunity to provide*~~  
 255 ~~*input as to what should be included in the upcoming fiscal year budget. Any fund units that plan*~~  
 256 ~~*to request forecast variations for the upcoming budget shall present the need and anticipated dollar*~~  
 257 ~~*amount of the requested forecast variation. For the purposes of this section, a forecast variation is*~~



258 a fund unit's requested deviation from the performance targets the fund unit submitted pursuant to  
 259 121.4-2(d)(2).

260 ~~(a) The Treasurer shall ensure the community budget input meeting(s) are voice recorded~~  
 261 ~~and transcribed.~~

262 ~~(b) The CFO shall provide recommendations as to any forecast variations requested by~~  
 263 ~~fund units.~~

264 ~~(c) The CFO and any relevant managers shall provide responses and/or recommendations~~  
 265 ~~to all comments and considerations presented by community members.~~

266 ~~(d) The Treasurer shall work with the CFO to place a community budget input meeting~~  
 267 ~~packet on the Oneida Business Committee agenda no later than the last Oneida Business~~  
 268 ~~Committee Meeting in January. At a minimum, the packet is required to include:~~

269 ~~(1) The community input budget meeting(s) transcript(s);~~

270 ~~(2) Any applicable fund unit's requested forecast variations; and~~

271 ~~(3) Responses and/or recommendations by the CFO and any relevant managers~~  
 272 ~~regarding requests for forecast variations and community members' comments and~~  
 273 ~~considerations related to forecast variations.~~

274 121.5-3. Fund Categories. The Nation's budget shall include, but not be limited to, the following  
 275 categories of fund accounts:

276 (a) General Fund. The General Fund account is the Nation's main operating fund which  
 277 is used to account for all financial resources not accounted for in other funds.

278 (b) Permanent Executive Contingency Fund. The Permanent Executive Contingency Fund  
 279 account is used by the Nation to prevent default on debt and to sustain operations during  
 280 times of extreme financial distress.

281 (c) Grant Reserve Fund. The Grant Reserve Fund account is used by the Nation to pre-  
 282 fund the expenditures of grants upon receipt.

283 ~~Priority List Established by the Oneida Business Committee.~~ ~~The Oneida Business Committee~~  
 284 ~~shall review the community input budget meeting packet and shall hold work meetings to create a~~  
 285 ~~priority list.~~

286 ~~(a) The Oneida Business Committee shall establish the priority list by placing the~~  
 287 ~~following services provided by the Nation in chronological order with the lowest number~~  
 288 ~~having the highest priority. The order of the following service groups provided below has~~  
 289 ~~no relation to the service groups' anticipated and/or required placement within the Oneida~~  
 290 ~~Business Committee's priority list; the Oneida Business Committee's priority list may vary~~  
 291 ~~from year to year based on the needs of the Nation.~~

292 ~~(1) Protection and Preservation of Natural Resources~~

293 ~~(2) Protection and Preservation of Oneida Culture and Language~~

294 ~~(3) Education and Literacy~~

295 ~~(4) Health Care~~

296 ~~(5) Economic Enterprises~~

297 ~~(6) Building and Property Maintenance~~

298 ~~(7) Human Services~~

299 ~~(8) Public Safety~~

300 ~~(9) Housing~~

301 ~~(10) Utilities, Wells, Wastewater and Septic~~

302 ~~(11) Planning, Zoning and Development~~

303 ~~(12) Membership Administration~~



- 304 ~~(13) Government Administration~~
- 305 ~~(b) The Oneida Business Committee shall approve the priority list by resolution no later~~
- 306 ~~than the last meeting in February.~~
- 307 ~~(c) The CFO shall maintain a list which places each fund unit into a corresponding service~~
- 308 ~~group.~~
- 309 121.5-4. Budget Adoption Procedure. The Nation shall develop and adopt its budget according
- 310 to the following procedures:
- 311 (a) Budget Schedule and Guidelines. The Treasurer shall develop the necessary
- 312 guidelines, including specific timelines and deadlines, to be followed by the managers that
- 313 have budget responsibility in preparing and submitting proposed budgets. The Treasurer
- 314 shall submit the guidelines to the Oneida Business Committee for review and approval
- 315 through the adoption of a resolution.
- 316 (1) The budget schedule and guidelines shall include at least one (1) opportunity
- 317 for community input from the Nation's membership on what should be included in
- 318 the upcoming fiscal year budget.
- 319 (2) Each fund unit shall be responsible for complying with the budget schedule and
- 320 guidelines to submit a proposed budget to the Treasurer. The Finance
- 321 Administration shall not submit any budget on behalf of a fund unit unless granted
- 322 express permission by the Oneida Business Committee.
- 323 (3) The Oneida Business Committee shall set a deadline through the adoption of a
- 324 resolution for when the Treasurer shall submit their budget guidelines to the Oneida
- 325 Business Committee for review and approval.
- 326 (b) Annual Proposed Budgets. The Treasurer shall receive, review, and compile the
- 327 proposed budgets from all the fund units into the Nation's draft budget. The Treasurer shall
- 328 present the Nation's draft budget to the Oneida Business Committee for review each year
- 329 to ensure that it is consistent with the Nation's strategic plan, broad goals, and budget
- 330 strategy.
- 331 (1) Notification of Budget Increase or Decrease. The Treasurer shall identify in
- 332 the budget guidelines a percentage of an increase or decrease in a fund unit's budget
- 333 from the prior year budget that is required to be noticed to the Oneida Business
- 334 Committee. The Treasurer shall notify the Oneida Business Committee of any fund
- 335 units whose proposed budget increased or decreased by this percentage.
- 336 (c) Final Draft Budget. The Oneida Business Committee shall work with the Treasurer,
- 337 CFO, and managers to compile a final draft budget to be presented to the General Tribal
- 338 Council. The Oneida Business Committee shall approve, by resolution, the final draft
- 339 budget to be presented to the General Tribal Council.
- 340 (d) Community Meetings. Once the Oneida Business Committee has approved the final
- 341 draft budget, the Treasurer shall hold, at a minimum, two (2) community informational
- 342 meetings to present the contents of the final draft budget that will be presented to the
- 343 General Tribal Council.
- 344 (e) Budget Adoption. The Oneida Business Committee shall present the budget to the
- 345 General Tribal Council with a request for adoption by resolution no later than September
- 346 30th of each year. The General Tribal Council shall be responsible for adopting the
- 347 Nation's budget.
- 348 (1) Continuing Budget Resolution. In the event that the General Tribal Council
- 349 does not adopt a budget by September 30th, the Oneida Business Committee may

350 adopt a continuing budget resolution(s) for a period of time not to exceed three (3)  
351 months, until such time as a budget is adopted by the General Tribal Council. If the  
352 General Tribal Council does not adopt a budget within three (3) months of the  
353 adoption of the continuing budget resolution, then the Oneida Business Committee  
354 shall adopt the Nation's budget.

355 (2) Emergency Budget Adoption. In the event that the Nation proclaims an  
356 emergency, in accordance with the Emergency Management law, that stays in effect  
357 for at least one (1) month and prevents the presentation to and adoption of the  
358 budget by the General Tribal Council, the Oneida Business Committee shall adopt  
359 the Nation's budget.

360 Annual Proposed Budgets. The CFO shall develop the necessary guidelines, including specific  
361 deadlines, to be followed by the managers that have budget responsibility in preparing and  
362 submitting proposed budgets. Upon review of the Nation's economic state, the CFO shall include  
363 in the guidelines the exact amount that each service group's cumulative budget is required to be  
364 increased/decreased in accordance with its placement on the priority list. The CFO shall submit  
365 the guidelines, as approved by the Treasurer, to the Oneida Business Committee for review in  
366 accordance with the deadline as set by the Oneida Business Committee. The Oneida Business  
367 Committee may revise the guidelines as it deems necessary and shall approve a set of budgetary  
368 guidelines within thirty (30) calendar days of the date the budgetary guidelines proposed by the  
369 CFO were received.

370 (a) In accordance with the approved budgetary guidelines, fund units offering like services  
371 shall meet together to review each fund unit's budget and discuss strategies for attaining  
372 compliance with the approved budgetary guidelines. Each service group shall submit one  
373 (1) draft budget which contains each fund unit's individual proposed budget and  
374 demonstrates cumulative compliance with the approved budgetary guidelines.

375 (b) The CFO shall receive, review and compile the proposed budgets into the Nation's draft  
376 budget which the CFO shall present to the Oneida Business Committee no later than the  
377 last Oneida Business Committee meeting in May. The CFO may not alter any proposed  
378 budgets until such budgets have been reviewed by the Oneida Business Committee.

379 (1) The CFO shall return any service group's draft budget that is in non-compliance  
380 with the approved budgetary guidelines within ten (10) business days of the date  
381 the budget was submitted to the CFO.

382 (2) Upon return, the CFO shall notice the service group of the amount of its non-  
383 compliance and provide the service group with a deadline for a compliant  
384 resubmission.

385 (3) Any service group's budget that remains in non-compliance upon the expiration  
386 of the deadline provided by the CFO shall be included in the draft budget submitted  
387 to the Oneida Business Committee noting the dollar amount of the service group's  
388 non-compliance. A service group's continued non-compliance may result in  
389 employee discipline according to the Nation's laws, rules and policies governing  
390 employment.

391 121.5-5. Amendments to the Nation's Budget. After the budget is adopted, amendments of the  
392 budget shall not be permitted unless it is necessary to avoid a budget deficit. The Treasurer and  
393 CFO shall identify when forecasted revenue and forecasted expenses are impacted in a manner  
394 which creates a deficit for the current fiscal year. The CFO shall provide the Oneida Business  
395 Committee a written fiscal analysis and any input on the potential budget amendment. The Oneida

396 Business Committee shall be responsible for adopting an amendment to the budget through  
 397 resolution of the Nation. The Oneida Business Committee shall present notification of the budget  
 398 amendment at the next available General Tribal Council meeting.

399 Content of Budget. ~~The CFO shall present the Nation's draft budget to the Oneida Business~~  
 400 ~~Committee for review each year to ensure that it is consistent with the Nation's spending priorities~~  
 401 ~~and budget strategy. The Nation's draft budget shall include, but is not limited to:~~

- 402 ~~(a) Estimated revenues to be received from all sources for the year which the budget covers;~~
- 403 ~~(b) The individual budgets of each fund unit;~~
- 404 ~~(c) A description of each line item within each fund unit's budget;~~
- 405 ~~(d) The estimated expenditures by each fund unit; and~~
- 406 ~~(e) Each fund unit's strategic plan showing alignment with the Nation's goals.~~

407 ~~121.5-6. Review of Draft Budget. In the month of May, the CFO shall meet with the Oneida~~  
 408 ~~Business Committee to review the draft budget and provide any recommendations for~~  
 409 ~~modifications.~~

410 ~~(a) Following the Oneida Business Committee's review of the draft budget with the CFO,~~  
 411 ~~the Oneida Business Committee shall schedule meetings with managers of each fund unit~~  
 412 ~~for which the Oneida Business Committee is considering altering the fund unit's proposed~~  
 413 ~~budget.~~

414 ~~(b) The Oneida Business Committee shall complete all meetings with fund unit managers~~  
 415 ~~required by this section by the end of June each year.~~

416 ~~121.5-7. Final Draft Budget. The Oneida Business Committee shall work with fund unit~~  
 417 ~~managers and the CFO to compile a final draft budget to be presented to the General Tribal~~  
 418 ~~Council. The Oneida Business Committee shall approve, by resolution, the final draft budget to~~  
 419 ~~be presented to the General Tribal Council by the end of July each year.~~

420 ~~121.5-8. Community Meetings. Once the Oneida Business Committee has approved the final~~  
 421 ~~draft budget, the Treasurer shall hold, at a minimum, two (2) community informational meetings~~  
 422 ~~to present the contents of the final draft budget that will be presented to the General Tribal Council.~~

423 ~~121.5-9. Budget Adoption. The Oneida Business Committee shall present the budget to the~~  
 424 ~~General Tribal Council with a request for adoption by resolution no later than September 30th of~~  
 425 ~~each year. In the event that the General Tribal Council does not adopt a budget by September~~  
 426 ~~30th, the Oneida Business Committee may adopt a continuing budget resolution(s) until such time~~  
 427 ~~as a budget is adopted.~~

428

## 429 **121.6. Capital Improvements Expenditures and Assets**

430 ~~121.6-1. Authority to Expend Funds. The Oneida Business Committee shall have the authority to~~  
 431 ~~expend appropriated funds in accordance with the Nation's adopted budget pursuant to the~~  
 432 ~~Procurement Rule Handbook developed by the Purchasing Department. The authority to expend~~  
 433 ~~funds is then necessarily delegated to other managers, including Executive Managers of the~~  
 434 ~~Nation who manage budgets pursuant to their job descriptions based on the Procurement Rule~~  
 435 ~~Handbook manual. Capital Improvement Plan for Government Services. The Oneida Business~~  
 436 ~~Committee shall develop and the General Tribal Council shall approve a capital improvement plan~~  
 437 ~~for government services and shall reassess the plan once every five (5) years. The capital~~  
 438 ~~improvement plan for government services shall cover a period of five (5) to ten (10) years and~~  
 439 ~~shall include any risks and liabilities. The Oneida Business Committee shall provide a status report~~  
 440 ~~and recommendation for any improvements that have not been completed or that have been~~  
 441 ~~modified at the time of the reassessment.~~

442 121.6-2. Procurement Rule Handbook The Purchasing Department is delegated rulemaking  
443 authority in accordance with the Administrative Rulemaking law to develop a Procurement Rule  
444 Handbook which provides the sign-off process and authorities required to expend funds on behalf  
445 of the Nation. ~~Capital Improvement Plan for Enterprises. Capital improvement plans for~~  
446 enterprises may be brought forward as needed in accordance with the capital improvement rules  
447 which the Community Development Planning Committee and the Development Division shall  
448 jointly create, provided that the rules shall include a provision that the Oneida Business Committee  
449 shall approve all capital improvement plans.

450 121.6-3. Fees and Charges. A program or service of the Nation funded through Tribal  
451 contribution may charge fees for their services to cover operational costs.

452 (a) Before charging fees for services, a program or service shall first determine the full  
453 cost of providing the program or service. The full cost of providing a program or service  
454 includes all costs including operation costs, overhead such as direct and indirect costs, and  
455 depreciation.

456 (b) Fees and charges may cover the full cost of service or goods whenever such fee or  
457 charge would not present an undue financial burden to the recipient.

458 (c) Programs and services charging fees may offer fee waivers, provided that the program  
459 or service has developed a standard operating procedure which outlines fee waiver  
460 eligibility and requirements. ~~Capital Improvement Plan Implementation. Capital~~  
461 Improvement plans shall be implemented, contingent on available funding capacity, using  
462 the capital improvement rules.

463 121.6-4. Unbudgeted Expenditures.

464 (a) Approval of Unbudgeted Expenditures. A fund unit shall not make an unbudgeted  
465 expenditure unless approval is granted by the Oneida Business Committee. The CFO shall  
466 provide the Oneida Business Committee a written fiscal analysis and any input on the  
467 potential unbudgeted expenditure. The Oneida Business Committee shall approve any  
468 unbudgeted expenditure through the adoption of a resolution prior to the expenditure being  
469 made by a fund unit.

470 (b) Notification of Unbudgeted Expenditures. The Oneida Business Committee shall set  
471 through resolution a threshold amount for unbudgeted expenditures that require  
472 notification by the Oneida Business Committee to the General Tribal Council at the next  
473 available General Tribal Council meeting.

474 (c) Unbudgeted Supplemental Funding. In the event that the Nation receives any  
475 supplemental or emergency funding of two hundred and fifty thousand dollars (\$250,000)  
476 or more, the Oneida Business Committee shall develop and adopt, through resolution, a  
477 spending plan to guide expenditures of the supplemental funding in accordance with any  
478 provided guidance for the supplemental funding and audit compliance.

479 121.6-5. Obligated Future Expenditures. Notwithstanding an approved multi-year contract, no  
480 fund unit shall obligate the Nation to make any future expenditures beyond the current budget year  
481 unless the fund unit identifies, and the Oneida Business Committee approves through the adoption  
482 of a resolution, the source and extent of any future funds that are recommended to be held in  
483 reserve to meet that future obligation.

484 121.6-6. Unexpended Funds.

485 (a) Unexpended Capital Improvement Funds. Unexpended capital improvement funds  
486 shall carry over to the next fiscal year's budget, provided that such funds are required to  
487 remain appropriated for the same purpose as originally budgeted until the project is

488 complete. Once a capital improvement project is complete, any remaining unexpended  
 489 funds shall be returned to the ~~G~~general ~~F~~fund.

490 (b) ~~Unexpended Capital Expenditure Funds.~~ The ~~Treasurer~~ shall ensure that all  
 491 unexpended capital expenditure funds are reallocated to the fiscal year budget two (2) years  
 492 out from the fiscal year in which the funds were unexpended. ~~Such unexpended funds shall~~  
 493 be returned to the General Fund.

494 121.6-7. ~~Capital Contributions.~~ Any capital contributions made by the Nation shall be identified  
 495 in the annual budget.

496 (a) Any reassignment of a loan provided by the Nation into a capital contribution shall be  
 497 noticed to the General Tribal Council.

498 121.6-8. Assets of the Nation shall not be divested, or borrowed against, to balance the annual  
 499 budget.

500 121.6-9. ~~Capital Improvements.~~

501 (a) ~~Capital Improvement Plan for Government Services.~~ The Oneida Business Committee  
 502 shall develop, and the General Tribal Council shall approve, a capital improvement plan  
 503 for government services.

504 (1) The capital improvement plan for government services shall cover a period of  
 505 five (5) to ten (10) years and shall include any risks and liabilities.

506 (2) The capital improvement plan for government services shall be reassessed once  
 507 every five (5) years. The Oneida Business Committee shall provide a status report  
 508 and recommendation for any improvements that have not been completed or that  
 509 have been modified at the time of the reassessment.

510 (b) ~~Capital Improvement Plan for Enterprises.~~ Capital improvement plans for enterprises  
 511 may be brought forward as needed, provided that the Oneida Business Committee shall  
 512 approve all capital improvement plans for enterprises.

513 (c) ~~Capital Improvement Plan Implementation.~~ Capital improvement plans for  
 514 government services and enterprises shall be implemented, contingent on available funding  
 515 capacity.

516

517 **121.7. ~~Appropriation of the Nation's Funds~~ Grants**

518 121.7-1. ~~Expending Grant Funds.~~ Grant funds shall be ~~expended~~ according to any non-negotiable  
 519 grant requirements and guidelines of the granting agency.

520 (a) Grant funds may be utilized for, but not limited to, the following:

521 (1) ~~purchases;~~

522 (2) ~~travel;~~

523 (3) ~~training;~~

524 (4) ~~hiring grant required positions;~~

525 (5) ~~incentives and retention efforts; and~~

526 (6) ~~any other requirements attached to the funds as a condition of the Nation's~~  
 527 acceptance of the grant funds.

528 (b) Grant funds may be utilized for an expenditure even when other policies of the Nation  
 529 do not allow for Tribal contribution to make that same expenditure, if only grant funds are  
 530 utilized for the expenditure and all requirements or obligations of the grant are met.  
 531 Provided that, grant funds may be subject to the requirements of the budget contingency  
 532 plan and any cost containment initiatives adopted by the Oneida Business Committee.  
 533 ~~Unexpended Capital Improvement Funds.~~ ~~Unless the fund unit qualifies for an exception~~



534 ~~as provided in the capital improvement rules, unexpended capital improvement funds carry~~  
535 ~~over to the next fiscal year's budget, provided that such funds are required to remain~~  
536 ~~appropriated for the same purpose as originally budgeted until the project is complete.~~  
537 ~~Once a capital improvement project is complete, any remaining unexpended funds shall be~~  
538 ~~returned to the general fund to be re-allocated in accordance with the Oneida Business~~  
539 ~~Committee's priority list under 121.5-3 using the regular budget process under 121.5.~~

540 121.7-2. ~~*Exhaustion of Non-Tribal Funds.* When grant funds provide for forward funding as~~  
541 ~~applicable to a function for which the Nation's funds have also been appropriated, those grant~~  
542 ~~funds shall be used before appropriating the Nation's funds unless the Nation's funds are needed~~  
543 ~~to make up an otherwise shortfall in the overall fund unit budget or there is a restriction on the~~  
544 ~~grant funds that provide otherwise. *Unexpended Capital Expenditure Funds.* The CFO shall~~  
545 ~~ensure that all unexpended capital expenditure funds are reallocated to the fiscal year budget two~~  
546 ~~(2) years out from the fiscal year in which the funds were unexpended. Such unexpended funds~~  
547 ~~shall be re-allocated in accordance with the Oneida Business Committee's priority list under 121.5-~~  
548 ~~3 using the regular budget process under 121.5.~~

549 ~~121.7-3. *Grant Reporting.* At the time of submission of proposed annual budgets, any fund unit~~  
550 ~~which receives grant funding shall submit a status report of the grant funding received to the~~  
551 ~~Oneida Business Committee. The status report shall include, but not be limited to:~~

- 552 ~~(a) information on the progress of the utilization of the grant funds;~~  
553 ~~(b) the number of employees the grant funding supports fully or partially; and~~  
554 ~~(c) compliance with obligations of the grant funding.~~

555 ~~121.7-4. *Grant Reserve Fund Account.* The Oneida Business Committee shall maintain a Grant~~  
556 ~~Reserve Fund account within the ownership investment report to be used to pre-fund the~~  
557 ~~expenditures of grants upon receipt. The Grant Reserve Fund account shall be an obligated fund,~~  
558 ~~that is fully funded with separately identified cash resources.~~

559 ~~(a) The Treasurer, in consultation with the CFO, shall establish, and the Oneida Business~~  
560 ~~Committee shall approve, the level of funds required in the Grant Reserve Fund account~~  
561 ~~relative to the scale of grant dollars we receive on an annual basis.~~

562 ~~(b) The Treasurer shall set aside funds within the budget in the Grant Reserve Fund account~~  
563 ~~until the established level has been achieved.~~

564 ~~121.7-5. *Grant Funded Positions.* If the grant funding for a fully grant funded position is~~  
565 ~~eliminated, then the position shall be eliminated. To transition a position from grant funding to~~  
566 ~~being funded through the Nation's budget, a manager shall follow the standard procedure for~~  
567 ~~seeking the development and approval of a new position in the Nation's annual budget and labor~~  
568 ~~allocations.~~

## 570 **121.8. Budget Authority Debts**

571 121.8-1. ~~*General.* The acquisition of debt by the Nation shall be processed in accordance with~~  
572 ~~sound fiscal diligence. The Nation shall comply with all relevant federal and state banking laws,~~  
573 ~~rules, and policies applicable to the credit agreement.~~

574 ~~(a) Any debt instrument utilized by the Nation shall not exceed the life of what is being~~  
575 ~~encumbered. *Authority to Expend Funds.* The Treasurer's authority to expend appropriated~~  
576 ~~funds is delegated to the CFO, who shall make such expenditures in accordance with the~~  
577 ~~adopted budget. This authority is necessarily delegated to other managers, including~~  
578 ~~executive managers, of the Nation who manage the budgets, pursuant to their job~~



579 ~~descriptions based on the procurement manual rules developed by the Purchasing~~  
580 ~~Department.~~

581 121.8-2. Acquisition of Debt. Any debt underwritten by the Nation for ten million dollars  
582 (\$10,000,000) or more shall be noticed to the General Tribal Council at the next available meeting  
583 prior to the execution of the credit agreement encumbering all pledges of repayment.

584 (a) If emergency circumstances exist which prevents the notice of the acquisition of debt  
585 to the General Tribal Council, the Oneida Business Committee may proceed with the  
586 acquisition of debt. Exhaustion of Non-Tribal Funds.—When grant funds provide for  
587 forward funding as applicable to a function for which the Nation's funds have also been  
588 appropriated, those grant funds shall be used before appropriating the Nation's funds unless  
589 the Nation's funds are needed to make up an otherwise shortfall in the overall fund unit  
590 budget or there is a restriction on the grant funds that provide otherwise.

591 121.8-3. Use of Debt. Credit proceeds may be utilized for project capital, general use, financing  
592 of equity, and all unspecified uses. Compliance with debt covenants is required to avoid credit  
593 default. In addition to the authority and responsibilities provided elsewhere in this law, the  
594 following positions and fund units shall have the authority and responsibilities as outlined below:

595 (a) Oneida Business Committee.—Once the Nation's annual budget is adopted by the  
596 General Tribal Council, the authority of the Oneida Business Committee is limited to  
597 budget oversight except as otherwise provided in this law. However, these limitations do  
598 not prevent the Oneida Business Committee, with input from the CFO, from taking  
599 necessary action, on an emergency basis and within the scope of its authority, to protect  
600 and safeguard the resources and general welfare of the Nation and ensure compliance with  
601 applicable laws, regulations and requirements.—The OBC shall ensure that the CFO  
602 performs the duties and responsibilities as assigned under this law.

603 (b) Treasurer.—In addition to the Treasurer's Constitutional responsibilities, the Nation's  
604 Treasurer shall:

605 (1) Submit expenditure reports and other financial reports as deemed necessary by  
606 the Oneida Business Committee and/or the General Tribal Council at:

607 (A) The annual General Tribal Council meeting;

608 (B) The semi-annual General Tribal Council meeting; and

609 (C) Other such times as may be directed by the Oneida Business Committee  
610 and/or the General Tribal Council.

611 (2) Present the proposed draft budget to the General Tribal Council at the annual  
612 budget meeting as required by section 121.5-9.

613 (c) Chief Financial Officer.—Once the Nation's budget is properly adopted, the CFO shall  
614 ensure that it is properly implemented. The CFO shall:

615 (1) Provide managers with monthly revenue and expense reports in order for the  
616 managers to track their expenditures;

617 (2) Submit, to the Oneida Business Committee, a written report of any monthly  
618 variances that are either a difference of three percent (3%) or more from the adopted  
619 annual budget or \$50,000 or more in total; and

620 (3) Conduct financial condition meetings with the Nation's management on a  
621 quarterly basis.

622 (d) Managers.—Managers of each business unit shall:

623 (1) Ensure that their business units operate, on a day-to-day basis, in compliance  
624 with the budget adopted pursuant this law;

625 ~~(2) Report to the CFO explanations and corrective actions for any monthly variance~~  
626 ~~that are either a difference of three percent (3%) or more from the adopted annual~~  
627 ~~budget or \$50,000 or more in total; and~~

628 ~~(3) Submit budget review reports to the CFO on a reasonable and timely basis not~~  
629 ~~to exceed thirty (30) calendar days from the end of the month.~~

630 121.8-4. Credit Ratios. Maintaining fiscally responsible prudent credit ratios is consistent with  
631 effective budget management and financial control.

632 (a) Debt Service Coverage Ratio. The Debt Service Coverage Ratio shall not exceed the  
633 acceptable range as defined by low-risk debt financing options at the specific financial  
634 institution.

635 (b) Fixed Charge Coverage Ratio. The Fixed Charge Coverage Ratio shall be maintained  
636 at the acceptable range as defined by low-risk debt financing options at the specific  
637 financial institution.

638 121.8-5. Corporate Debt. The Nation shall not be obligated to any debt obligations of its corporate  
639 entities.

640

641 **121.9. ~~Budget Transfers; Amendments~~ Employment and Labor Allocations**

642 121.9-1. Employment Cap. The Treasurer and CFO shall identify a maximum number of full-  
643 time equivalent (FTE) employees to be employed by the Nation. The Oneida Business Committee  
644 shall have the authority to approve this employment cap, and any amendments thereto, through the  
645 adoption of a resolution. The employment cap shall be reviewed annually by the Oneida Business  
646 Committee.

647 (a) Employment positions that are fully funded through grants shall not be included in the  
648 employment cap.

649 (b) The Nation shall not exceed the number of FTE employees identified in the  
650 employment cap. ~~Budget Transfers. After the budget is adopted, transfer of funds within~~  
651 ~~the budget is not permitted except as provided in section 121.8-3(a) and to allow the CFO~~  
652 ~~to adjust the approved budget as required to accurately reflect the amount of grant funding~~  
653 ~~actually received.~~

654 121.9-2. Labor Allocations List. The Treasurer, CFO, Executive Managers, and the Executive  
655 Human Resources Director shall utilize the Nation's employment cap to develop a labor  
656 allocations list. The labor allocations list shall identify the number of FTE employees each  
657 employment area of the Nation is allocated. The Oneida Business Committee shall have the  
658 authority to adopt the labor allocation list, and any amendments thereto, through the adoption of a  
659 resolution. The Oneida Business Committee shall review the labor allocations list on an annual  
660 basis.

661 (a) The total number of FTE employees identified in the labor allocations list shall not  
662 exceed the Nation's employment cap.

663 (b) The Treasurer, CFO, Executive Managers, and Executive Human Resources Director  
664 shall develop a standard operating procedure which identifies a process for the  
665 consideration of requests to revise the labor allocations list. The Oneida Business  
666 Committee shall approve this standard operating procedure, and any amendments thereto,  
667 through the adoption of a resolution.

668 ~~Budget Amendments. After the budget is adopted, amendments of the budget are not permitted~~  
669 ~~except as provided in section 121.8-3(a).~~

670 121.9-3. *Unbudgeted Positions.* Any position which has not been specifically budgeted for and  
671 included in the labor allocation list shall be prohibited. Budgeted labor dollars and approved  
672 positions shall not be transferrable in any form.

673 (a) *Exception.* The Oneida Business Committee may authorize an unbudgeted position for  
674 a fund unit. The CFO shall provide the Oneida Business Committee a written fiscal analysis  
675 and any input on the potential unbudgeted position. The Oneida Business Committee shall  
676 authorize the unbudgeted position through the adoption of a resolution.

677

678 **121.10. Reporting Budget Contingency Planning**

679 121.10-1. *Budget Contingency Plan.* The Oneida Business Committee shall work with the CFO,  
680 Executive Managers, and managers to create a budget contingency plan which provides a  
681 strategy for the Nation to respond to extreme financial distress that could negatively impact the  
682 Nation.

683 (a) *Extreme financial distress includes, but is not limited to:*

- 684 (1) natural or human-made disasters;  
685 (2) United States Government shutdown;  
686 (3) emergency proclamations; and  
687 (4) economic downturns.

688 (b) The Oneida Business Committee shall approve the budget contingency plan, and any  
689 amendments thereto, through the adoption of a resolution. *Monthly Reporting.* The CFO  
690 shall provide copies of the monthly Treasurer's reports and quarterly operational reports  
691 from direct reports to the Oneida Business Committee in accordance with Secretary's  
692 Oneida Business Committee packet schedule for the Oneida Business Committee Meeting  
693 held for the acceptance of such reports.

694 121.10-2. *Cost Saving Tools.* As part of the budget contingency plan, the Oneida Business  
695 Committee may require the use of cost saving tools, provided that the use of such tools complies  
696 with all laws of the Nation. Cost saving tools may include, but are not limited to, the use of the  
697 following:

- 698 (a) stabilization funds;  
699 (b) reductions of expenditures;  
700 (c) furloughs; and  
701 (d) layoffs. *Audits.* The Internal Audit Department, annually, shall conduct independent  
702 comprehensive performance audits, in accordance with the Audit Law, the Financial  
703 Accounting Standards Board (FASB) and the Governmental Accounting Standards Board  
704 (GASB), of randomly selected fund units or of fund units deemed necessary by the Oneida  
705 Business Committee or Internal Audit Department. Each fund unit shall offer its complete  
706 cooperation to the Internal Audit Department. The Oneida Business Committee may, as it  
707 deems necessary, contract with an independent audit firm to conduct such audits.

708 121.10-3. When the Oneida Business Committee determines that the Nation is under extreme  
709 financial distress, the Oneida Business Committee shall be responsible for implementing the  
710 budget contingency plan.

711 121.10-4. *Permanent Executive Contingency Fund Account.* The Oneida Business Committee  
712 shall maintain a Permanent Executive Contingency Fund account within the ownership investment  
713 report to be used to prevent default on debt and to sustain operations during times of extreme  
714 financial distress. The Permanent Executive Contingency Fund account shall be a restricted fund.

715 (a) The Permanent Executive Contingency Fund account shall consist of a minimum  
 716 reserve of one (1) year of operating expenses to ensure continuity of business for the  
 717 Nation.

718 (b) The Treasurer, in consultation with the CFO, shall establish, and the Oneida Business  
 719 Committee shall approve through the adoption of a resolution, the percentage of the annual  
 720 budget that shall be set aside in the Permanent Executive Contingency Fund account until  
 721 the established level has been achieved.

722 (c) Funds in the Permanent Executive Contingency Fund account may only be used when  
 723 the Oneida Business Committee has determined that the Nation is under extreme financial  
 724 distress for the following purposes and only to the extent that alternative funding sources  
 725 are unavailable:

726 (1) Payments to notes payable to debt service, both principal and interest, and  
 727 applicable service fees;

728 (2) Employee payroll, including all applicable taxes;

729 (3) Payments to vendors for gaming and retail;

730 (4) Payments to vendors for governmental operations;

731 (5) Payments to any other debt; and

732 (6) To sustain any of the Nation's other operations during implementation of the  
 733 budget contingency plan.

734

735 **121.11. Authorizations and Signatures Reporting**

736 121.11-1. Monthly Reporting. The Treasurer shall provide monthly reports and quarterly  
 737 operational reports from direct reports to the Oneida Business Committee in accordance with the  
 738 Secretary's Oneida Business Committee packet schedule for the Oneida Business Committee  
 739 meeting held for the acceptance of such reports.

740 (a) The Treasurer's monthly reports shall include revenue and expense summaries.

741 General. The procurement manual rules developed by the Purchasing Department shall provide  
 742 the sign-off process and authorities required to expend funds on behalf of the Nation.

743 121.11-2. Annual and Semi-Annual Reporting to the General Tribal Council. The Treasurer shall  
 744 report on all receipts and expenditures and the amount and nature of all funds in their possession  
 745 and custody, at the annual and semi-annual General Tribal Council meetings, and at such other  
 746 times as requested by the General Tribal Council or the Oneida Business Committee.

747 (a) The Treasurer reports shall include an independently audited annual financial statement  
 748 that provides the status or conclusion of all the receipts and debts in possession of the  
 749 Treasurer including, but not limited to, all corporations owned in full or in part by the  
 750 Nation.

751 Fees and Charges. Managers of programs and services requiring Tribal contribution that desire  
 752 to charge fees for their services shall determine the full cost of providing the program and/or  
 753 service and, only then, may charge fees to cover operational costs. The full cost of providing a  
 754 program and/or service includes all costs including operation costs, overhead such as direct and  
 755 indirect costs, and depreciation. Fees and charges may cover the full cost of service and/or goods  
 756 whenever such fee or charge would not present an undue financial burden to recipient. Programs  
 757 and services charging fees may offer fee waivers, provided that the program/service has developed  
 758 rules outlining the fee waiver eligibility and requirements.

759 121.11-3. Audits. The Internal Audit Department, annually, shall conduct independent  
 760 comprehensive performance audits, in accordance with the Nation's Audit law, the Financial

761 Accounting Standards Board (FASB) and the Governmental Accounting Standards Board  
762 (GASB), of randomly selected fund units or of fund units deemed necessary by the Oneida  
763 Business Committee or Internal Audit Department. Each fund unit shall offer its complete  
764 cooperation to the Internal Audit Department. The Oneida Business Committee may, as it deems  
765 necessary, contract with an independent audit firm to conduct such audits.  
766

767 **121.12. Enforcement**

768 121.12-1. *Compliance and Enforcement.* All employees and officials of the Nation shall comply  
769 with and enforce this law to the greatest extent possible.

770 (a) The Executive Managers shall notify the Oneida Business Committee of any fund unit  
771 which does not comply with the budget schedule or guidelines. A list of any fund units of  
772 an elected entity which did not comply with the budget schedule or guidelines shall be  
773 included in the annual report to the General Tribal Council.

774 121.12-2. *Violations.* Violations of this law shall be addressed using the applicable enforcement  
775 tools provided by the Nation’s laws and policies including, but not limited to, those related to  
776 employment with the Nation, conflicts of interest, ethics, and removal from an elected position.

777 121.12-3. *Civil and/or Criminal Charges.* This law shall not be construed to preclude the Nation  
778 from pursuing civil ~~and/or~~ criminal charges under applicable law. Violations of applicable federal  
779 or state civil ~~and/or~~ criminal laws, or any laws of the Nation, may be pursued in a court having  
780 jurisdiction over any such matter.

781  
782 *End.*

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783 Adopted-BC-02-08-17-C  
784 Emergency Amended – BC-11-24-20-E  
785 Emergency Amended – BC-05-12-21-C  
786 Emergency Extension – BC-11-10-21-B  
787 Amended – BC- - - -  
788



**Title 1. Government and Finances – Chapter 121**

**Twahwistatye'nítha?**

*We have a certain amount of money*

**BUDGET AND FINANCES**

- 121.1. Purpose and Policy
- 121.2. Adoption, Amendment, Repeal
- 121.3. Definitions
- 121.4. Authority and Responsibilities
- 121.5. Budget
- 121.6. Expenditures and Assets

- 121.7. Grants
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- 121.9. Employment and Labor Allocations
- 121.10. Budget Contingency Planning
- 121.11. Reporting
- 121.12. Enforcement

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**121.1. Purpose and Policy**

121.1-1. *Purpose.* The purpose of this law is to set forth the requirements to be followed by the Oneida Business Committee and the Oneida fund units when preparing the budget to be presented to the General Tribal Council for approval, and to establish financial policies and procedures for the Nation which:

- (a) institutionalize best practices in financial management to guide decision makers in making informed decisions regarding the provision of services, implementation of business plans for enterprises, investments, and capital assets;
- (b) provide a long term financial prospective and strategic intent, linking budget allocations to organizational goals, as well as providing fiscal controls and accountability for results and outcomes;
- (c) identify and communicate to the membership of the Nation spending decisions for the government function, grant obligations, enterprises, membership mandates, capital expenditures, technology projects, and capital improvement projects;
- (d) establish a framework for effective financial risk management; and
- (e) encourage participation by the Nation’s membership.

121.1-2. *Policy.* It is the policy of the Nation to rely on balanced-based budgeting strategies, identifying proper authorities and ensuring compliance and enforcement. The Nation shall use Generally Accepted Accounting Principles (GAAP), established by the Financial Accounting Standards Board, and the Governmental Accounting Standards Board (GASB) in accounting and reporting for the financial activities of the various entities of the Nation, unless they conflict with applicable legal requirements.

**121.2. Adoption, Amendment, Repeal**

121.2-1. This law was adopted by the Oneida Business Committee by resolution BC-02-08-17-C, and amended by resolution BC-\_\_-\_\_-\_\_.

121.2-2. This law may be amended or repealed by the Oneida Business Committee or the General Tribal Council pursuant to the procedures set out in the Legislative Procedures Act.

121.2-3. 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.

121.2-4. 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. Provided that, nothing in this law amends or repeals the



36 requirements of resolution BC-10-08-08-A, *Adopting Expenditure Authorization and Reporting*  
37 *Requirements*.

38 121.2-5. This law is adopted under authority of the Constitution of the Oneida Nation.

39

### 40 **121.3. Definitions**

41 121.3-1. This section shall govern the definitions of words and phrases used within this law. All  
42 words not defined herein shall be used in their ordinary and everyday sense.

43 (a) “Balanced budget” means that the cost of current expenses and service provisions is  
44 equal to the forecasted current revenue sources.

45 (b) “Capital contribution” means an act of giving money or assets to a company or  
46 organization.

47 (c) “Capital expenditure” means any non-recurring and non-physical improvement as  
48 follows:

49 (1) Any item with a cost of five thousand dollars (\$5,000) or more and a useful life  
50 of one (1) year or more; or

51 (2) Items purchased together where none of the items individually costs more than  
52 two thousand dollars (\$2,000), but the total purchase price for all of the items is ten  
53 thousand dollars (\$10,000) or more.

54 (d) “Capital improvement” means a non-recurring expenditure for physical improvements,  
55 including costs for:

56 (1) acquisition of existing buildings, land, or interests in land;

57 (A) Acquisition of existing buildings and land completed by the Oneida  
58 Land Commission are not included in this definition.

59 (2) construction of new buildings or other structures, including additions and major  
60 alterations;

61 (3) acquisition of fixed equipment;

62 (4) landscaping;

63 (5) physical infrastructure; and

64 (6) similar expenditures with a cost of five thousand dollars (\$5,000.00) or more  
65 and a useful life of one (1) year or more.

66 (e) “CFO” means the Nation’s Chief Financial Officer, or their designee at their discretion.

67 (f) “Debt” means the secured or unsecured obligations owed by the Nation.

68 (g) “Debt Service Coverage Ratio” means a measurement of creditors available cash flow  
69 to pay debt obligations. This ratio evaluates if an entity has income capacity to service  
70 debts.

71 (h) “Enterprise” means any area or activity of the Nation that is engaged in for the business  
72 of profit.

73 (i) “Executive Manager” means a position of employment within the Nation that is the  
74 highest level in the chain of command under the Oneida Business Committee who is  
75 responsible for a department or division of the Nation, as identified by the Oneida Business  
76 Committee through the adoption of a resolution.

77 (j) “Expenditure report” means a financial report which includes, but is not limited to, a  
78 statement of cash flows, revenues, costs and expenses, assets, liabilities, and a statement of  
79 financial position.

80 (k) “Finance Administration” means the department of the Nation which consists of the

81 Chief Financial Officer, Assistant Chief Financial Officer, the executive assistant to the  
82 Chief Financial Officer, and any other designated employee.

83 (l) “Fiscal year” means the one (1) year period each year from October 1<sup>st</sup> to September  
84 30<sup>th</sup>.

85 (m) “Fixed Charge Coverage Ratio” means a measurement of a creditors capacity of  
86 earnings level or ability to cover its fixed charges such as debt payments, interest expenses,  
87 and leases expenses. Financial institutions will evaluate this ratio for purposes of credit  
88 risk.

89 (n) “Fund unit” means any board, committee, commission, service, program, enterprise,  
90 department, office, or any other division or non-division of the Nation which receives an  
91 appropriation approved by the Nation.

92 (o) “Government service” means any area or activity of the Nation that is not expected to  
93 create revenue for the Nation and not expected to make a profit at any time.

94 (p) “Line item” means the specific account within a fund unit’s budget or category that  
95 expenditures are charged to.

96 (q) “Manager” means the person in charge of directing, controlling, and administering the  
97 activities of a fund unit.

98 (r) “Nation” means the Oneida Nation.

99 (s) “Secretary” means the Oneida Nation Secretary, or their designee at their discretion.

100 (t) “Treasurer” means the Oneida Nation Treasurer, or their designee at their discretion.

101

#### 102 **121.4. Authority and Responsibilities**

103 121.4-1. *Oneida Business Committee*. The Oneida Business Committee shall:

104 (a) oversee the development of the Nation’s budget;

105 (b) oversee the implementation of the Nation’s budget;

106 (c) develop priorities, a strategic plan, or broad goals to assist in guiding the budget; and

107 (d) exercise the authority provided in Article IV, Section 1, of the Constitution and Bylaws  
108 of the Oneida Nation, as delegated to the Oneida Business Committee by the General Tribal  
109 Council.

110 121.4-2. *Treasurer*. In accordance with the Constitution and Bylaws of the Oneida Nation, the  
111 Nation’s Treasurer shall:

112 (a) accept, receive, receipt for, preserve and safeguard all funds in the custody of the  
113 Nation, whether they be funds of the Nation or special funds for which the Nation is acting  
114 as trustee or custodian;

115 (b) deposit all funds in such depository as the Nation shall direct and shall make and  
116 preserve a faithful record of such funds;

117 (c) submit expenditure reports and other financial reports as deemed necessary by the  
118 Oneida Business Committee or the General Tribal Council at:

119 (1) the annual General Tribal Council meeting;

120 (2) the semi-annual General Tribal Council meeting; and

121 (3) other such times as may be directed by the Oneida Business Committee or the  
122 General Tribal Council; and

123 (d) present the proposed draft budget to the General Tribal Council at the annual budget  
124 meeting.

125 121.4-3. *Chief Financial Officer*. The CFO shall:

- 126 (a) ensure the Nation's budget is properly implemented;  
127 (b) provide managers with monthly revenue and expense reports;  
128 (c) assist with the submission and presentation of the Treasurer's report to the Oneida  
129 Business Committee, which shall specifically include any monthly variances that are  
130 either:  
131 (1) a difference of three percent (3%) or more from the adopted annual budget; or  
132 (2) fifty thousand dollars (\$50,000) or more in total;  
133 (d) provide the Oneida Business Committee with information and reports as requested;  
134 (e) present the Treasurer's report and hold financial condition meetings with the Nation's  
135 management on a minimum of a quarterly basis; and  
136 (f) inform the appropriate Executive Manager of any fund unit which does not follow the  
137 budget development process guidelines or deadlines as set forth by the Treasurer.

138 121.4-4. *Managers*. Managers shall:

- 139 (a) ensure that their business units operate, on a day-to-day basis, in compliance with the  
140 budget adopted pursuant to this law;  
141 (b) report to the CFO and their relevant Executive Manager explanations and corrective  
142 actions for any monthly variance that is either:  
143 (1) a difference of three percent (3%) or more from the adopted annual budget; or  
144 (2) fifty thousand dollars (\$50,000) or more in total;  
145 (c) submit budget review reports to the CFO on a reasonable and timely basis not to exceed  
146 thirty (30) calendar days from the end of the month; and  
147 (d) submit a budget for their fund unit in accordance with the budget schedule and  
148 guidelines as adopted by the Oneida Business Committee.

149

150 **121.5. Budget**

151 121.5-1. The Nation shall develop, adopt, and manage an annual budget. All revenues and  
152 expenditures of the Nation shall be in accordance with the annual budget.

153 (a) The Nation's budget shall be a balanced budget and not propose to spend more funds  
154 than are reasonably expected to become available to the Nation during that fiscal year.

155 (1) Underwriting debt resources or the utilization of existing debt instruments shall  
156 be expressly prohibited from use to balance the Nation's annual budget.

157 (b) The budget shall align with any strategic plan, broad goals, or priorities developed and  
158 adopted by the Oneida Business Committee on behalf of the Nation.

159 (c) The Nation's corporate entities shall not be included in the Nation's budget.

160 121.5-2. *Content of the Budget*. The Nation's budget shall include the following information:

161 (a) Estimated revenues to be received from all sources;

162 (b) The individual budgets of each fund unit;

163 (c) A description of each line item within each fund unit's budget;

164 (d) The estimated expenditures by each fund unit; and

165 (e) Summary of employment position counts including prior year, current year, and  
166 budgeted year.

167 121.5-3. *Fund Categories*. The Nation's budget shall include, but not be limited to, the following  
168 categories of fund accounts:

169 (a) *General Fund*. The General Fund account is the Nation's main operating fund which  
170 is used to account for all financial resources not accounted for in other funds.

- 171 (b) *Permanent Executive Contingency Fund*. The Permanent Executive Contingency Fund  
172 account is used by the Nation to prevent default on debt and to sustain operations during  
173 times of extreme financial distress.
- 174 (c) *Grant Reserve Fund*. The Grant Reserve Fund account is used by the Nation to pre-  
175 fund the expenditures of grants upon receipt.
- 176 121.5-4. *Budget Adoption Procedure*. The Nation shall develop and adopt its budget according  
177 to the following procedures:
- 178 (a) *Budget Schedule and Guidelines*. The Treasurer shall develop the necessary  
179 guidelines, including specific timelines and deadlines, to be followed by the managers that  
180 have budget responsibility in preparing and submitting proposed budgets. The Treasurer  
181 shall submit the guidelines to the Oneida Business Committee for review and approval  
182 through the adoption of a resolution.
- 183 (1) The budget schedule and guidelines shall include at least one (1) opportunity  
184 for community input from the Nation's membership on what should be included in  
185 the upcoming fiscal year budget.
- 186 (2) Each fund unit shall be responsible for complying with the budget schedule and  
187 guidelines to submit a proposed budget to the Treasurer. The Finance  
188 Administration shall not submit any budget on behalf of a fund unit unless granted  
189 express permission from the Oneida Business Committee.
- 190 (3) The Oneida Business Committee shall set a deadline through the adoption of a  
191 resolution for when the Treasurer shall submit their budget guidelines to the Oneida  
192 Business Committee for review and approval.
- 193 (b) *Annual Proposed Budgets*. The Treasurer shall receive, review, and compile the  
194 proposed budgets from all the fund units into the Nation's draft budget. The Treasurer shall  
195 present the Nation's draft budget to the Oneida Business Committee for review each year  
196 to ensure that it is consistent with the Nation's strategic plan, broad goals, and budget  
197 strategy.
- 198 (1) *Notification of Budget Increase or Decrease*. The Treasurer shall identify in  
199 the budget guidelines a percentage of an increase or decrease in a fund unit's budget  
200 from the prior year budget that is required to be noticed to the Oneida Business  
201 Committee. The Treasurer shall notify the Oneida Business Committee of any fund  
202 units whose proposed budget increased or decreased by this percentage.
- 203 (c) *Final Draft Budget*. The Oneida Business Committee shall work with the Treasurer,  
204 CFO, and managers to compile a final draft budget to be presented to the General Tribal  
205 Council. The Oneida Business Committee shall approve, by resolution, the final draft  
206 budget to be presented to the General Tribal Council.
- 207 (d) *Community Meetings*. Once the Oneida Business Committee has approved the final  
208 draft budget, the Treasurer shall hold, at a minimum, two (2) community informational  
209 meetings to present the contents of the final draft budget that will be presented to the  
210 General Tribal Council.
- 211 (e) *Budget Adoption*. The Oneida Business Committee shall present the budget to the  
212 General Tribal Council with a request for adoption by resolution no later than September  
213 30th of each year. The General Tribal Council shall be responsible for adopting the  
214 Nation's budget.

215 (1) *Continuing Budget Resolution.* In the event that the General Tribal Council  
216 does not adopt a budget by September 30th, the Oneida Business Committee may  
217 adopt a continuing budget resolution for a period of time not to exceed three (3)  
218 months, until such time as a budget is adopted by the General Tribal Council. If the  
219 General Tribal Council does not adopt a budget within three (3) months of the  
220 adoption of the continuing budget resolution, then the Oneida Business Committee  
221 shall adopt the Nation's budget.

222 (2) *Emergency Budget Adoption.* In the event that the Nation proclaims an  
223 emergency, in accordance with the Emergency Management law, that stays in effect  
224 for at least one (1) month and prevents the presentation to and adoption of the  
225 budget by the General Tribal Council, the Oneida Business Committee shall adopt  
226 the Nation's budget.

227 121.5-5. *Amendments to the Nation's Budget.* After the budget is adopted, amendments of the  
228 budget shall not be permitted unless it is necessary to avoid a budget deficit. The Treasurer and  
229 CFO shall identify when forecasted revenue and forecasted expenses are impacted in a manner  
230 which creates a deficit for the current fiscal year. The CFO shall provide the Oneida Business  
231 Committee a written fiscal analysis and any input on the potential budget amendment. The Oneida  
232 Business Committee shall be responsible for adopting an amendment to the budget through  
233 resolution of the Nation. The Oneida Business Committee shall present notification of the budget  
234 amendment at the next available General Tribal Council meeting.

235

## 236 **121.6. Expenditures and Assets**

237 121.6-1. *Authority to Expend Funds.* The Oneida Business Committee shall have the authority to  
238 expend appropriated funds in accordance with the Nation's adopted budget pursuant to the  
239 Procurement Rule Handbook developed by the Purchasing Department. The authority to expend  
240 funds is then necessarily delegated to other managers, including Executive Managers of the Nation  
241 who manage budgets pursuant to their job descriptions based on the Procurement Rule Handbook.

242 121.6-2. *Procurement Rule Handbook.* The Purchasing Department is delegated rulemaking  
243 authority in accordance with the Administrative Rulemaking law to develop a Procurement Rule  
244 Handbook which provides the sign-off process and authorities required to expend funds on behalf  
245 of the Nation.

246 121.6-3. *Fees and Charges.* A program or service of the Nation funded through Tribal  
247 contribution may charge fees for their services to cover operational costs.

248 (a) Before charging fees for services, a program or service shall first determine the full  
249 cost of providing the program or service. The full cost of providing a program or service  
250 includes all costs including operation costs, overhead such as direct and indirect costs, and  
251 depreciation.

252 (b) Fees and charges may cover the full cost of service or goods whenever such fee or  
253 charge would not present an undue financial burden to the recipient.

254 (c) Programs and services charging fees may offer fee waivers, provided that the program  
255 or service has developed a standard operating procedure which outlines fee waiver  
256 eligibility and requirements.

257 121.6-4. *Unbudgeted Expenditures.*

258 (a) *Approval of Unbudgeted Expenditures.* A fund unit shall not make an unbudgeted  
259 expenditure unless approval is granted by the Oneida Business Committee. The CFO shall



260 provide the Oneida Business Committee a written fiscal analysis and any input on the  
261 potential unbudgeted expenditure. The Oneida Business Committee shall approve any  
262 unbudgeted expenditure through the adoption of a resolution prior to the expenditure being  
263 made by a fund unit.

264 (b) *Notification of Unbudgeted Expenditures.* The Oneida Business Committee shall set  
265 through resolution a threshold amount for unbudgeted expenditures that require  
266 notification by the Oneida Business Committee to the General Tribal Council at the next  
267 available General Tribal Council meeting.

268 (c) *Unbudgeted Supplemental Funding.* In the event that the Nation receives any  
269 supplemental or emergency funding of two hundred and fifty thousand dollars (\$250,000)  
270 or more, the Oneida Business Committee shall develop and adopt, through resolution, a  
271 spending plan to guide expenditures of the supplemental funding in accordance with any  
272 provided guidance for the supplemental funding and audit compliance.

273 121.6-5. *Obligated Future Expenditures.* Notwithstanding an approved multi-year contract, no  
274 fund unit shall obligate the Nation to make any future expenditures beyond the current budget year  
275 unless the fund unit identifies, and the Oneida Business Committee approves through the adoption  
276 of a resolution, the source and extent of any future funds that are recommended to be held in  
277 reserve to meet that future obligation.

278 121.6-6. *Unexpended Funds.*

279 (a) *Unexpended Capital Improvement Funds.* Unexpended capital improvement funds  
280 shall carry over to the next fiscal year's budget, provided that such funds are required to  
281 remain appropriated for the same purpose as originally budgeted until the project is  
282 complete. Once a capital improvement project is complete, any remaining unexpended  
283 funds shall be returned to the General Fund.

284 (b) *Unexpended Capital Expenditure Funds.* The Treasurer shall ensure that all  
285 unexpended capital expenditure funds are reallocated to the fiscal year budget two (2) years  
286 out from the fiscal year in which the funds were unexpended. Such unexpended funds shall  
287 be returned to the General Fund.

288 121.6-7. *Capital Contributions.* Any capital contributions made by the Nation shall be identified  
289 in the annual budget.

290 (a) Any reassignment of a loan provided by the Nation into a capital contribution shall be  
291 noticed to the General Tribal Council.

292 121.6-8. Assets of the Nation shall not be divested, or borrowed against, to balance the annual  
293 budget.

294 121.6-9. *Capital Improvements.*

295 (a) *Capital Improvement Plan for Government Services.* The Oneida Business Committee  
296 shall develop, and the General Tribal Council shall approve, a capital improvement plan  
297 for government services.

298 (1) The capital improvement plan for government services shall cover a period of  
299 five (5) to ten (10) years and shall include any risks and liabilities.

300 (2) The capital improvement plan for government services shall be reassessed once  
301 every five (5) years. The Oneida Business Committee shall provide a status report  
302 and recommendation for any improvements that have not been completed or that  
303 have been modified at the time of the reassessment.



304 (b) *Capital Improvement Plan for Enterprises*. Capital improvement plans for enterprises  
305 may be brought forward as needed, provided that the Oneida Business Committee shall  
306 approve all capital improvement plans for enterprises.

307 (c) *Capital Improvement Plan Implementation*. Capital improvement plans for  
308 government services and enterprises shall be implemented, contingent on available funding  
309 capacity.

310

### 311 **121.7. Grants**

312 121.7-1. *Expending Grant Funds*. Grant funds shall be expended according to any non-negotiable  
313 grant requirements and guidelines of the granting agency.

314 (a) Grant funds may be utilized for, but not limited to, the following:

315 (1) purchases;

316 (2) travel;

317 (3) training;

318 (4) hiring grant required positions;

319 (5) incentives and retention efforts; and

320 (6) any other requirements attached to the funds as a condition of the Nation's  
321 acceptance of the grant funds.

322 (b) Grant funds may be utilized for an expenditure even when other policies of the Nation  
323 do not allow for Tribal contribution to make that same expenditure, if only grant funds are  
324 utilized for the expenditure and all requirements or obligations of the grant are met.

325 Provided that, grant funds may be subject to the requirements of the budget contingency  
326 plan and any cost containment initiatives adopted by the Oneida Business Committee.

327 121.7-2. *Exhaustion of Non-Tribal Funds*. When grant funds provide for forward funding as  
328 applicable to a function for which the Nation's funds have also been appropriated, those grant  
329 funds shall be used before appropriating the Nation's funds unless the Nation's funds are needed  
330 to make up an otherwise shortfall in the overall fund unit budget or there is a restriction on the  
331 grant funds that provide otherwise.

332 121.7-3. *Grant Reporting*. At the time of submission of proposed annual budgets, any fund unit  
333 which receives grant funding shall submit a status report of the grant funding received to the  
334 Oneida Business Committee. The status report shall include, but not be limited to:

335 (a) information on the progress of the utilization of the grant funds;

336 (b) the number of employees the grant funding supports fully or partially; and

337 (c) compliance with obligations of the grant funding.

338 121.7-4. *Grant Reserve Fund Account*. The Oneida Business Committee shall maintain a Grant  
339 Reserve Fund account within the ownership investment report to be used to pre-fund the  
340 expenditures of grants upon receipt. The Grant Reserve Fund account shall be an obligated fund,  
341 that is fully funded with separately identified cash resources.

342 (a) The Treasurer, in consultation with the CFO, shall establish, and the Oneida Business  
343 Committee shall approve, the level of funds required in the Grant Reserve Fund account  
344 relative to the scale of grant dollars we receive on an annual basis.

345 (b) The Treasurer shall set aside funds within the budget in the Grant Reserve Fund account  
346 until the established level has been achieved.

347 121.7-5. *Grant Funded Positions*. If the grant funding for a fully grant funded position is  
348 eliminated, then the position shall be eliminated. To transition a position from grant funding to

349 being funded through the Nation's budget, a manager shall follow the standard procedure for  
350 seeking the development and approval of a new position in the Nation's annual budget and labor  
351 allocations.

352

### 353 **121.8. Debts**

354 121.8-1. *General*. The acquisition of debt by the Nation shall be processed in accordance with  
355 sound fiscal diligence. The Nation shall comply with all relevant federal and state banking laws,  
356 rules, and policies applicable to the credit agreement.

357 (a) Any debt instrument utilized by the Nation shall not exceed the life of what is being  
358 encumbered.

359 121.8-2. *Acquisition of Debt*. Any debt underwritten by the Nation for ten million dollars  
360 (\$10,000,000) or more shall be noticed to the General Tribal Council at the next available meeting  
361 prior to the execution of the credit agreement encumbering all pledges of repayment.

362 (a) If emergency circumstances exist which prevents the notice of the acquisition of debt  
363 to the General Tribal Council, the Oneida Business Committee may proceed with the  
364 acquisition of debt.

365 121.8-3. *Use of Debt*. Credit proceeds may be utilized for project capital, general use, financing  
366 of equity, and all unspecified uses. Compliance with debt covenants is required to avoid credit  
367 default.

368 121.8-4. *Credit Ratios*. Maintaining fiscally responsible prudent credit ratios is consistent with  
369 effective budget management and financial control.

370 (a) *Debt Service Coverage Ratio*. The Debt Service Coverage Ratio shall not exceed the  
371 acceptable range as defined by low-risk debt financing options at the specific financial  
372 institution.

373 (b) *Fixed Charge Coverage Ratio*. The Fixed Charge Coverage Ratio shall be maintained  
374 at the acceptable range as defined by low-risk debt financing options at the specific  
375 financial institution.

376 121.8-5. *Corporate Debt*. The Nation shall not be obligated to any debt obligations of its corporate  
377 entities.

378

### 379 **121.9. Employment and Labor Allocations**

380 121.9-1. *Employment Cap*. The Treasurer and CFO shall identify a maximum number of full-  
381 time equivalent (FTE) employees to be employed by the Nation. The Oneida Business Committee  
382 shall have the authority to approve this employment cap, and any amendments thereto, through the  
383 adoption of a resolution. The employment cap shall be reviewed annually by the Oneida Business  
384 Committee.

385 (a) Employment positions that are fully funded through grants shall not be included in the  
386 employment cap.

387 (b) The Nation shall not exceed the number of FTE employees identified in the  
388 employment cap.

389 121.9-2. *Labor Allocations List*. The Treasurer, CFO, Executive Managers, and the Executive  
390 Human Resources Director shall utilize the Nation's employment cap to develop a labor  
391 allocations list. The labor allocations list shall identify the number of FTE employees each  
392 employment area of the Nation is allocated. The Oneida Business Committee shall have the  
393 authority to adopt the labor allocation list, and any amendments thereto, through the adoption of a

394 resolution. The Oneida Business Committee shall review the labor allocations list on an annual  
395 basis.

396 (a) The total number of FTE employees identified in the labor allocations list shall not  
397 exceed the Nation's employment cap.

398 (b) The Treasurer, CFO, Executive Managers, and Executive Human Resources Director  
399 shall develop a standard operating procedure which identifies a process for the  
400 consideration of requests to revise the labor allocations list. The Oneida Business  
401 Committee shall approve this standard operating procedure, and any amendments thereto,  
402 through the adoption of a resolution.

403 121.9-3. *Unbudgeted Positions*. Any position which has not been specifically budgeted for and  
404 included in the labor allocation list shall be prohibited. Budgeted labor dollars and approved  
405 positions shall not be transferrable in any form.

406 (a) *Exception*. The Oneida Business Committee may authorize an unbudgeted position for  
407 a fund unit. The CFO shall provide the Oneida Business Committee a written fiscal analysis  
408 and any input on the potential unbudgeted position. The Oneida Business Committee shall  
409 authorize the unbudgeted position through the adoption of a resolution.

410

#### 411 **121.10. Budget Contingency Planning**

412 121.10-1. *Budget Contingency Plan*. The Oneida Business Committee shall work with the CFO,  
413 Executive Managers, and managers to create a budget contingency plan which provides a strategy  
414 for the Nation to respond to extreme financial distress that could negatively impact the Nation.

415 (a) Extreme financial distress includes, but is not limited to:

- 416 (1) natural or human-made disasters;
- 417 (2) United States Government shutdown;
- 418 (3) emergency proclamations; and
- 419 (4) economic downturns.

420 (b) The Oneida Business Committee shall approve the budget contingency plan, and any  
421 amendments thereto, through the adoption of a resolution.

422 121.10-2. *Cost Saving Tools*. As part of the budget contingency plan, the Oneida Business  
423 Committee may require the use of cost saving tools, provided that the use of such complies with  
424 all laws of the Nation. Cost saving tools may include, but are not limited to, the use of the  
425 following:

- 426 (a) stabilization funds;
- 427 (b) reductions of expenditures;
- 428 (c) furloughs; and
- 429 (d) layoffs.

430 121.10-3. When the Oneida Business Committee determines that the Nation is under extreme  
431 financial distress, the Oneida Business Committee shall be responsible for implementing the  
432 budget contingency plan.

433 121.10-4. *Permanent Executive Contingency Fund Account*. The Oneida Business Committee  
434 shall maintain a Permanent Executive Contingency Fund account within the ownership investment  
435 report to be used to prevent default on debt and to sustain operations during times of extreme  
436 financial distress. The Permanent Executive Contingency Fund account shall be a restricted fund.

437 (a) The Permanent Executive Contingency Fund account shall consist of a minimum  
438 reserve of one (1) year of operating expenses to ensure continuity of business for the  
439 Nation.

440 (b) The Treasurer, in consultation with the CFO, shall establish, and the Oneida Business  
441 Committee shall approve through the adoption of a resolution, the percentage of the annual  
442 budget that shall be set aside in the Permanent Executive Contingency Fund account until  
443 the established level has been achieved.

444 (c) Funds in the Permanent Executive Contingency Fund account may only be used when  
445 the Oneida Business Committee has determined that the Nation is under extreme financial  
446 distress for the following purposes and only to the extent that alternative funding sources  
447 are unavailable:

448 (1) payments to notes payable to debt service, both principal and interest, and  
449 applicable service fees;

450 (2) employee payroll, including all applicable taxes;

451 (3) payments to vendors for gaming and retail;

452 (4) payments to vendors for governmental operations;

453 (5) payments to any other debt; and

454 (6) to sustain any of the Nation's other operations during implementation of the  
455 budget contingency plan.

456

#### 457 **121.11. Reporting**

458 121.11-1. *Monthly Reporting.* The Treasurer shall provide monthly reports and quarterly  
459 operational reports from direct reports to the Oneida Business Committee in accordance with the  
460 Secretary's Oneida Business Committee packet schedule for the Oneida Business Committee  
461 meeting held for the acceptance of such reports.

462 (a) The Treasurer's monthly reports shall include revenue and expense summaries.

463 121.11-2. *Annual and Semi-Annual Reporting to the General Tribal Council.* The Treasurer shall  
464 report on all receipts and expenditures and the amount and nature of all funds in their possession  
465 and custody, at the annual and semi-annual General Tribal Council meetings, and at such other  
466 times as requested by the General Tribal Council or the Oneida Business Committee.

467 (a) The Treasurer reports shall include an independently audited annual financial statement  
468 that provides the status or conclusion of all the receipts and debts in possession of the  
469 Treasurer including, but not limited to, all corporations owned in full or in part by the  
470 Nation.

471 121.11-3. *Audits.* The Internal Audit Department, annually, shall conduct independent  
472 comprehensive performance audits, in accordance with the Nation's Audit law, the Financial  
473 Accounting Standards Board (FASB) and the Governmental Accounting Standards Board  
474 (GASB), of randomly selected fund units or of fund units deemed necessary by the Oneida  
475 Business Committee or Internal Audit Department. Each fund unit shall offer its complete  
476 cooperation to the Internal Audit Department. The Oneida Business Committee may, as it deems  
477 necessary, contract with an independent audit firm to conduct such audits.

478

#### 479 **121.12. Enforcement**

480 121.12-1. *Compliance and Enforcement.* All employees and officials of the Nation shall comply  
481 with and enforce this law to the greatest extent possible.

482 (a) The Executive Managers shall notify the Oneida Business Committee of any fund unit  
 483 which does not comply with the budget schedule or guidelines. A list of any fund units of  
 484 an elected entity which did not comply with the budget schedule or guidelines shall be  
 485 included in the annual report to the General Tribal Council.

486 121.12-2. *Violations.* Violations of this law shall be addressed using the applicable enforcement  
 487 tools provided by the Nation’s laws and policies including, but not limited to, those related to  
 488 employment with the Nation, conflicts of interest, ethics, and removal from an elected position.

489 121.12-3. *Civil or Criminal Charges.* This law shall not be construed to preclude the Nation from  
 490 pursuing civil or criminal charges under applicable law. Violations of applicable federal or state  
 491 civil or criminal laws, or any laws of the Nation, may be pursued in a court having jurisdiction  
 492 over any such matter.

493

494 *End.*

495

Adopted – BC-02-08-17-C

496

Emergency Amended – BC-11-24-20-E

497

Emergency Amended – BC-05-12-21-C

498

Emergency Extension – BC-11-10-21-B

499

Amended – BC-\_\_-\_\_-\_\_-\_\_

# FINANCE ADMINISTRATION

## Fiscal Impact Statement



# MEMORANDUM

TO: Lawrence Barton, Chief Financial Officer  
 FROM: RaLinda Ninham-Lamberies, Assistant Chief Financial Officer  
 DATE: April 14, 2022  
 RE: **Fiscal Impact of the Budget and Finances Law**

Digitally signed by RaLinda  
 Ninham-Lamberies  
 Date: 2022.04.14 14:31:20  
 -05'00'

## I. Estimated Fiscal Impact Summary

<b>Law:</b> Budget and Finances Law		
<b>Implementing Agency</b>		
<b>Estimated time to comply</b>	Indeterminate	
<b>Estimated Impact</b>	<b>Current Fiscal Year</b>	<b>10 Year Estimate</b>
<b>Total Estimated Fiscal Impact</b>	\$0	\$0

## II. Background

### A. Legislative History

This law was adopted by the Oneida Business Committee by resolution BC-02-08-17-C; emergency amendments by resolution BC-11-24-20-E, BC-05-12-21-C and BC-11-10-21-B.

### B. Summary of Content

The amendment includes makes the following changes to the Budget and Finances Law:

- The Law expands the purpose to establish financial policies and procedures of the Nation to institutionalize best practices in financial management and to provide guidance to decision makers;
- Implement business plans for enterprises, investments, and capital assets;
- Provide a long term financial prospective and strategic intent;
- Link budget allocation to organizational goals;



- Provide fiscal controls & accountability;
- Provide accountability for allocations, results, and outcomes;
- Communicate to the membership spending decisions for government functions, grant obligations, enterprises, General Tribal Council mandates, reinvestment in infrastructure through capital improvement projects, capital assets, land, and technology projects;
- Establish a framework for effective financial risk management; and
- Comply with all internal and external audit requirements.

### III. Methodology and Assumptions

A “Fiscal Impact Statement” means an estimate of the total identifiable fiscal year financial effects associated with legislation and includes startup costs, personnel, office expenses, documentation costs, as well as an estimate of the amount of time necessary for an agency to comply with the Law after implementation.

Finance does NOT identify the source of funding for the estimated cost or allocate any funds to the legislation.

The analysis was completed based on the information provided as of the date of this memo.

### IV. Executive Summary of Findings

- The Law will not govern the strategic planning process. Development of the triennial strategic plan will be a responsibility of the Oneida Business Committee.
- The Law provides various authorities to the Oneida Business Committee, the Oneida Tribal Treasurer, the Chief Financial Officer (CFO), and the managers.
- The Law governs the development, adoption, and management of the annual budget. The annual budget must be balanced and prohibits the utilization of debt resources or debt instruments to balance the annual budget.
- The Law governs the budget adoption process and limits the continuing budget resolution to a maximum of three (3) months. If General Tribal Council is unable to meet within the three (3) months to adopt the budget, the Oneida Business Committee will adopt the budget as provided by the proposed law.
- The Law provides guidance on unbudgeted expenditures, identifies when notification of the General Tribal Council is required for unbudgeted expenditures, and prohibits obligations for future expenditures beyond the current budget year unless the funding is in reserve and approved by the Oneida Business Committee.

- The Law governs the overall debt and acquisition of new debt. Debt shall be in accordance with sound fiscal diligence, relevant state and federal banking laws, rules, and/or policies.
- The proposed law does not require the General Tribal Council notice or approval of debt less than \$10 million.
- It is unclear if the \$10 million is per project or a consolidated amount.
- Debt of \$10 million or more shall be noticed to the General Tribal Council at the next available General Tribal Council meeting prior to the execution of the debt agreement pledging repayment.
- The Law requires an employment cap, a labor allocations list, and addresses unbudgeted positions.
- The annual budget shall be adopted by General Tribal Council as provided by the Law and the Oneida Constitution.

#### **V. Agency**

The Law governs the overarching budget process and establishes requirements of the Oneida Business Committee, Finance Administration, Executive Managers, and Oneida Fund Units.

#### **VI. Financial Impact**

There is no direct fiscal impact of the Law as it governs the rules, process, and procedures to be utilized in the annual budget process.

#### **VII. Recommendation**

Finance Department does not make a recommendation in regard to course of action in this matter. Rather, it is the purpose of this report to disclose potential financial impact of this legislation, so that the Oneida Business Committee and General Tribal Council has the information with which to render a decision.

Adopt the resolution entitled Amendments to the Oneida Nation Gaming Ordinance

---

## Business Committee Agenda Request

1. Meeting Date Requested: 05/11/22

2. Session:

Open     Executive – must qualify under §107.4-1.

Justification: *Choose or type justification.*

3. Requested Motion:

Accept as information; OR

Adopt the resolution titled, Amendments to the Oneida Nation Gaming Ordinance

4. Areas potentially impacted or affected by this request:

Finance

Programs/Services

Law Office

MIS

Gaming/Retail

Boards, Committees, or Commissions

Other: Legislative Operating

Committee

5. Additional attendees needed for this request:

*Name, Title/Entity OR Choose from List*

*Name, Title/Entity OR Choose from List*

*Name, Title/Entity OR Choose from List*

*Name, Title/Entity OR Choose from List*

**6. Supporting Documents:**

- |                                                                 |                                                             |                                                         |
|-----------------------------------------------------------------|-------------------------------------------------------------|---------------------------------------------------------|
| <input type="checkbox"/> Bylaws                                 | <input checked="" type="checkbox"/> Fiscal Impact Statement | <input type="checkbox"/> Presentation                   |
| <input type="checkbox"/> Contract Document(s)                   | <input checked="" type="checkbox"/> Law                     | <input type="checkbox"/> Report                         |
| <input checked="" 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 checked="" 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: Legislative Analysis |                                                             |                                                         |

**7. Budget Information:**

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

**8. Submission:**

Authorized Sponsor: David P. Jordan, Councilman

Primary Requestor: Clorissa N. Santiago, LRO Senior Staff Attorney



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: May 11, 2022  
 RE: Adoption of the Oneida Nation Gaming Ordinance Amendments

Please find the following attached backup documentation for your consideration of the adoption of amendments to the Oneida Nation Gaming Ordinance:

1. Resolution: Amendments to the Oneida Nation Gaming Ordinance
2. Statement of Effect: Amendments to the Oneida Nation Gaming Ordinance
3. Oneida Nation Gaming Ordinance Legislative Analysis
4. Oneida Nation Gaming Ordinance Draft (Redline)
5. Oneida Nation Gaming Ordinance Draft (Clean)
6. Oneida Nation Gaming Ordinance Fiscal Impact Statement

#### *Overview*

The Oneida Nation Gaming Ordinance (“ONGO”) governs all Gaming Activities that occur on lands under the jurisdiction of the Nation and all individuals or entities that engage in said Gaming Activities, including those who provide goods or services to persons or entities engaged in Gaming Activities. [5 O.C. 501.1-1].

On May 12, 2021, the Oneida Business Committee adopted emergency amendments to ONGO through resolution BC-05-12-21-D to protect the Nation against potential exposure to litigation/legal claims relating to ONGO’s placement of the Gaming Security Department (“Security”) within the Nation’s organizational structure. More specifically, the emergency amendments removed an avenue for potential liability that had arisen with respect to Security being placed under the Oneida Police Department in section 501.9-1 of ONGO by temporarily reassigning Security to the Oneida Business Committee while a more appropriate permanent placement could be established and vetted, absent the risks that existed under the status quo. [5 O.C. 501.9-1]. The emergency amendments to ONGO were subsequently extended for an additional six (6) month period by the Oneidas Business Committee through the adoption of resolution BC-11-10-21-A. The emergency amendments to ONGO are set to expire on May 12, 2022.

The Legislative Operating has now developed permanent amendments to ONGO for consideration by the Oneida Business Committee. The proposed permanent amendments to ONGO were developed in collaboration with the Oneida Law Office, Oneida Police Department, Internal Security Department, Oneida Gaming Commission, Gaming Management, and the Oneida Police Commission. The Legislative Operating Committee held eighteen (18) work meetings on the development of the amendments to ONGO.



The proposed amendments to ONGO will:

- Remove Security as a department under the Oneida Police Department within the Nation’s organizational structure [5 O.C. 501.9-1];
- Eliminate the Executive Director position within the Oneida Gaming Commission and instead provide that the Oneida Gaming Commission, or designee, shall be responsible for the hiring and managing of personnel of the Commission [5 O.C. 501.6-16]; and
- Make non-material changes to certain language within ONGO that will bring it up to date with the Nation’s current drafting practices.

A public meeting, in accordance with the Legislative Procedures Act, was not held for the proposed amendments to ONGO due to the COVID-19 pandemic. In accordance with the Emergency Management and Homeland Security law, on March 12, 2020, Chairman Tehassi Hill signed a “Declaration of Public Health State of Emergency” regarding COVID-19 which declared a Public Health State of Emergency for the Nation until April 12, 2020. [3 O.C. 302.8-1]. The Public Health State of Emergency for the Nation has since been extended until May 23, 2022, by the Oneida Business Committee through the adoption of resolutions BC-03-28-20-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, BC-03-10-21-D, BC-05-12-21-A, BC-06-23-21-B, BC-07-28-21-N, BC-09-22-21-A, BC-11-24-21-F, BC-01-12-22-B, and BC-03-23-22-A.

On December 8, 2021, the Oneida Business Committee adopted resolution BC-12-08-21-B, *Updating Public Gathering Guidelines During Public Health State of Emergency - COVID-19*, which superseded Oneida Business Committee resolution BC-08-13-21-A, *Setting Public Gathering Guidelines During Public Health State of Emergency - COVID-19*, and provided updated guidelines on holding meetings both indoors and outdoors. This resolution provided that when the following levels are met, indoor meetings of the Nation are feasible, provided that all organizers and participants should consider additional health safety measures when attending such as wearing a face mask, washing hands frequently, and social distancing:

- When COVID-19 Case Activity rates are at or below low in Brown and Outagamie Counties, or the county in which the activity is being held, as identified on the Wisconsin Department of Health Services website for the most recent period.
- When COVID-19 Percent Positive rates are at or below low in Brown and Outagamie Counties, or the county in which the activity is being held, as identified on the Wisconsin Department of Health Services website for the most recent period.
- When COVID-19 Community Transmission Rates by ZIP Code Tabulation Area are at or below low in designated ZIP Codes or the ZIP Code in which the activity is being held, as identified on the Wisconsin Department of Health Services website for the most recent period.

During the time of the development of the amendments to ONGO the requirements for holding an indoor public meeting provided for in resolution BC-12-08-21-B were not met. The Nation’s COVID-19 Core Decision Making Team addressed the issue of not being able to safely hold public meetings through its March 27, 2020, declaration, *Suspension of Public Meetings under the Legislative Procedures Act*. This declaration suspended the Legislative Procedures Act’s requirement to hold a public meeting during the public comment period, but still 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.

Although an in-person public meeting for the proposed amendments to ONGO was not held, the public comment period was still held open until April 13, 2022. The Legislative Operating Committee reviewed and considered all public comments that were received on April 20, 2022.

Adoption of the amendments to ONGO complies with the process and procedures of the Legislative Procedures Act as it has been modified by the COVID-19 Team's "*Suspension of Public Meetings under the Legislative Procedures Act*" declaration.

**Requested Action**

Adopt the Resolution: Amendments to the Oneida Nation Gaming Ordinance.

# Oneida Nation

Post Office Box 365

Phone: (920)869-2214



Oneida, WI 54155

## BC Resolution # Amendments to the Oneida Nation Gaming Ordinance

- 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 Oneida Nation Gaming Ordinance (“ONGO”) was adopted by the Oneida General  
10 Tribal Council through resolution GTC-07-05-04-A; subsequently amended by the Oneida  
11 Business Committee through the adoption of resolutions BC-10-06-04-D, BC-03-23-05-C,  
12 BC-09-23-09-D, BC-06-24-14-B and BC-09-09-15-A; and most recently amended by the  
13 Oneida Business Committee on an emergency basis through the adoption of resolutions  
14 BC-05-12-21-D and BC-11-10-21-A; and  
15
- 16 **WHEREAS,** the purpose of ONGO is to govern all Gaming Activities that occur on lands under the  
17 jurisdiction of the Nation and all individuals or entities that engage in said Gaming Activities,  
18 including those who provide goods or services to persons or entities engaged in Gaming  
19 Activities; and  
20
- 21 **WHEREAS,** section 501.9 of ONGO assigns certain responsibilities to the Gaming Security Department  
22 (“Security”) that are meant to protect Gaming assets, patrons and Gaming Employees from  
23 an activity, repeat activity or ongoing activities which could injure or jeopardize Gaming  
24 assets, patrons and Gaming Employees; and  
25
- 26 **WHEREAS,** in late 2020, the Oneida Law Office raised concerns over a possible legal issue regarding  
27 the placement of Security under the Oneida Police Department in section 501.9-1 of ONGO  
28 that could expose the Nation to unnecessary litigation costs, regardless of merit; and  
29
- 30 **WHEREAS,** on May 12, 2021, the Oneida Business Committee adopted emergency amendments to  
31 ONGO through the adoption of resolution BC-05-12-21-D that expeditiously disposed of  
32 the issue by temporarily reassigning Security to the Oneida Business Committee so that  
33 the Nation could explore a more appropriate option to permanently place it, without  
34 worrying about the legal risks that existed under the status quo; and  
35
- 36 **WHEREAS,** the emergency amendments to ONGO were subsequently extended for an additional six  
37 (6) month period by the Oneidas Business Committee through the adoption of resolution  
38 BC-11-10-21-A; and  
39
- 40 **WHEREAS,** the emergency amendments to the Law are set to expire on May 12, 2022; and  
41
- 42 **WHEREAS,** the Legislative Operating Committee has developed permanent amendments to ONGO for  
43 consideration by the Oneida Business Committee; and  
44

- 45     **WHEREAS,**     the amendments to ONGO remove Security as a department under the Oneida Police  
46                     Department within the Nation’s organizational structure; and  
47
- 48     **WHEREAS,**     the amendments to ONGO eliminate the Executive Director position within the Oneida  
49                     Gaming Commission and instead provide that the Oneida Gaming Commission, or  
50                     designee, shall be responsible for the hiring and managing of personnel of the  
51                     Commission; and  
52
- 53     **WHEREAS,**     the amendments to ONGO make other make non-material changes to certain language  
54                     that will bring it up to date with the Nation’s current drafting practices; and  
55
- 56     **WHEREAS,**     in the development of these amendments the Legislative Operating Committee  
57                     collaborated with the Oneida Law Office, Oneida Police Department, Internal Security  
58                     Department, Oneida Gaming Commission, Gaming Management, and the Oneida Police  
59                     Commission; and  
60
- 61     **WHEREAS,**     in accordance with the Legislative Procedures Act, a legislative analysis and fiscal impact  
62                     statement were completed for the amendments to ONGO; and  
63
- 64     **WHEREAS,**     a public meeting on the proposed amendments to ONGO was not held in accordance with  
65                     the Legislative Procedures Act due to the COVID-19 pandemic; and  
66
- 67     **WHEREAS,**     on March 12, 2020, Chairman Tehassi Hill signed a “*Declaration of Public Health State of*  
68                     *Emergency*” regarding COVID-19 which declared a Public Health State of Emergency for  
69                     the Nation until April 12, 2020, which was subsequently extended by the Oneida Business  
70                     Committee until May 23, 2022, through the adoption of the following resolutions: BC-03-  
71                     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-  
72                     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  
73                     BC-03-10-21-D, BC-05-12-21-A, BC-06-23-21-B, BC-07-28-21-N, BC-09-22-21-A, BC-11-  
74                     24-21-F, BC-01-12-22-B, and BC-03-23-22-A; and  
75
- 76     **WHEREAS,**     on March 27, 2020, the Nation’s COVID-19 Core Decision Making Team issued a  
77                     *Suspension of Public Meetings under the Legislative Procedures Act* declaration which  
78                     suspended the Legislative Procedures Act’s requirement to hold a public meeting during  
79                     the public comment period, but allows members of the community to still participate in the  
80                     legislative process by submitting written comments, questions, data, or input on proposed  
81                     legislation to the Legislative Operating Committee via e-mail during the public comment  
82                     period; and  
83
- 84     **WHEREAS,**     on December 8, 2021, the Oneida Business Committee adopted resolution BC-12-08-21-  
85                     B, *Updating Public Gathering Guidelines During Public Health State of Emergency -*  
86                     *COVID-19*, which superseded Oneida Business Committee resolution BC-08-13-21-A,  
87                     *Setting Public Gathering Guidelines During Public Health State of Emergency - COVID-19*,  
88                     and provided updated guidelines on holding meetings both indoors and outdoors; and  
89
- 90     **WHEREAS,**     at the time the public comment period was scheduled by the Legislative Operating  
91                     Committee for the proposed amendments to ONGO the Nation did not yet meet the criteria  
92                     for holding an indoor public meeting as required by resolution BC-12-08-21-B; and  
93
- 94     **WHEREAS,**     although an in-person public meeting was not held for the proposed amendments to  
95                     ONGO, the public comment period for the submission of written comments regarding the  
96                     proposed amendments to ONGO was held open until April 13, 2022, in accordance with  
97                     the Legislative Procedures Act as modified by the COVID-19 Core Decision Making Team’s  
98                     *Suspension of Public Meetings under the Legislative Procedures Act* declaration; and  
99

100 **WHEREAS,** the Legislative Operating Committee reviewed and considered all public comments  
101 received on April 20, 2022; and  
102

103 **NOW THEREFORE BE IT RESOLVED,** the amendments to the Oneida Nation Gaming Ordinance are  
104 hereby adopted and shall be effective on May 12, 2022.  
105

106 **BE IT FINALLY RESOLVED,** the Oneida Business Committee shall be responsible for the supervision and  
107 oversight of the Security Department, with the Security Department reporting directly to the Oneida  
108 Business Committee per the process and schedule set by the Oneida Business Committee, until such a  
109 time that the Oneida Nation Law Enforcement Ordinance can be amended to address the supervision of  
110 the Security Department.



## Statement of Effect

### *Amendments to the Oneida Nation Gaming Ordinance*

#### *Summary*

This resolution adopts amendments to the Oneida Nation Gaming Ordinance.

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

*Date: April 29, 2022*

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

This resolution adopts amendments to the Oneida Nation Gaming Ordinance (“ONGO”). The purpose of ONGO is to govern all Gaming Activities that occur on lands under the jurisdiction of the Nation and all individuals or entities that engage in said Gaming Activities, including those who provide goods or services to persons or entities engaged in Gaming Activities. [5 O.C. 501.1-1].

On May 12, 2021, the Oneida Business Committee adopted emergency amendments to ONGO through resolution BC-05-12-21-D to protect the Nation against potential exposure to litigation/legal claims relating to ONGO’s placement of the Gaming Security Department (“Security”) within the Nation’s organizational structure. More specifically, the emergency amendments removed an avenue for potential liability that had arisen with respect to Security being placed under the Oneida Police Department in section 501.9-1 of ONGO by temporarily reassigning Security to the Oneida Business Committee while a more appropriate permanent placement could be established and vetted, absent the risks that existed under the status quo. [5 O.C. 501.9-1]. The emergency amendments to ONGO were subsequently extended for an additional six (6) month period by the Oneidas Business Committee through the adoption of resolution BC-11-10-21-A.

The emergency amendments to ONGO are set to expire on May 12, 2022. The Legislative Operating has now developed permanent amendments to ONGO for consideration by the Oneida Business Committee. The proposed amendments to ONGO:

- Remove Security as a department under the Oneida Police Department within the Nation’s organizational structure [5 O.C. 501.9-1];
- Eliminate the Executive Director position within the Oneida Gaming Commission and instead provide that the Oneida Gaming Commission, or designee, shall be responsible for the hiring and managing of personnel of the Commission [5 O.C. 501.6-16]; and
- Make non-material changes to certain language within ONGO that will bring it up to date with the Nation’s current drafting practices.

The Legislative Procedures Act (“the LPA”) was adopted by the General Tribal Council for the purpose of providing a process for the adoption or amendment of laws of the Nation. [1 O.C. 109.1-1]. The LPA requires that for all proposed legislation both a legislative and fiscal analysis

be developed. [1 O.C. 109.6 and 109.7]. The proposed amendments to ONGO comply with these requirements.

The LPA also requires that there be an opportunity for public review during a public meeting and public comment period. [1 O.C. 109.8]. A public meeting for the proposed amendments to the ONGO was not held due to the COVID-19 pandemic. In accordance with the Emergency Management and Homeland Security law, on March 12, 2020, Chairman Tehassi Hill signed a “Declaration of Public Health State of Emergency” regarding COVID-19 which declared a Public Health State of Emergency for the Nation until April 12, 2020. [3 O.C. 302.8-1]. The Public Health State of Emergency for the Nation has since been extended until May 23, 2022, by the Oneida Business Committee through the adoption of resolutions BC-03-28-20-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, BC-03-10-21-D, BC-05-12-21-A, BC-06-23-21-B, BC-07-28-21-N, BC-09-22-21-A, BC-11-24-21-F, BC-01-12-22-B, and BC-03-23-22-A.

On December 8, 2021, the Oneida Business Committee adopted resolution BC-12-08-21-B, *Updating Public Gathering Guidelines During Public Health State of Emergency - COVID-19*, which superseded Oneida Business Committee resolution BC-08-13-21-A, *Setting Public Gathering Guidelines During Public Health State of Emergency - COVID-19*, and provided updated guidelines on holding meetings both indoors and outdoors. This resolution provided that when the following levels are met, indoor meetings of the Nation are feasible, provided that all organizers and participants should consider additional health safety measures when attending such as wearing a face mask, washing hands frequently, and social distancing:

- When COVID-19 Case Activity rates are at or below low in Brown and Outagamie Counties, or the county in which the activity is being held, as identified on the Wisconsin Department of Health Services website for the most recent period.
- When COVID-19 Percent Positive rates are at or below low in Brown and Outagamie Counties, or the county in which the activity is being held, as identified on the Wisconsin Department of Health Services website for the most recent period.
- When COVID-19 Community Transmission Rates by ZIP Code Tabulation Area are at or below low in designated ZIP Codes or the ZIP Code in which the activity is being held, as identified on the Wisconsin Department of Health Services website for the most recent period.

During the time of the development of the amendments to ONGO the requirements for holding an indoor public meeting provided for in resolution BC-12-08-21-B were not met. The Nation’s COVID-19 Core Decision Making Team addressed the issue of not being able to safely hold public meetings through its March 27, 2020, declaration, *Suspension of Public Meetings under the Legislative Procedures Act*. This declaration suspended the Legislative Procedures Act’s requirement to hold a public meeting during the public comment period, but still 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.



Although an in-person public meeting for the proposed amendments to ONGO was not held, the public comment period was still held open until April 13, 2022. The Legislative Operating Committee reviewed and considered all public comments received on April 20, 2022.

Adoption of this resolution complies with the process and procedures of the LPA as it has been modified by the COVID-19 Team's "*Suspension of Public Meetings under the Legislative Procedures Act*" declaration.

This resolution provides that the amendments to the law would become effective on May 12, 2022, in accordance with the LPA. [*1 O.C. 109.9-3*].

Additionally, this resolution provides that the Oneida Business Committee shall be responsible for the supervision and oversight of the Security Department, with the Security Department reporting directly to the Oneida Business Committee per the process and schedule set by the Oneida Business Committee, until such a time that the Oneida Nation Law Enforcement Ordinance can be amended to address the supervision of the Security Department.

### ***Conclusion***

Adoption of this resolution would not conflict with any of the Nation's laws, as it complies with the Legislative Procedures Act as it has been modified by the COVID-19 Core Decision Making Team's "*Suspension of Public Meetings under the Legislative Procedures Act*" declaration.



## EMERGENCY AMENDMENTS TO ONEIDA NATION GAMING ORDINANCE LEGISLATIVE ANALYSIS

### SECTION 1. EXECUTIVE SUMMARY

<i>Analysis by the Legislative Reference Office</i>	
Intent of the Proposed Amendments	<ul style="list-style-type: none"> <li>▪ To remove the legal risks associated with the Oneida Nation Gaming Ordinance’s placement of the Gaming Security Department (“Security”) under the Oneida Police Department within the Nation’s organizational structure;</li> <li>▪ Eliminate the Executive Director position within the Oneida Gaming Commission and instead provide that the Oneida Gaming Commission, or designee, shall be responsible for the hiring and managing of personnel of the Commission; and</li> <li>▪ To make non-material changes to certain language within the Oneida Nation Gaming Ordinance that will bring it up to date with the Nation’s current drafting practices.</li> </ul>
Purpose	<ul style="list-style-type: none"> <li>▪ The Oneida Nation Gaming Ordinance was established to govern:               <ul style="list-style-type: none"> <li>• all Gaming Activities that occur on lands under the jurisdiction of the Nation;</li> <li>• all individuals or entities that engage in said Gaming Activities; and</li> <li>• those who provide goods or services to such individuals or entities engaged in said Gaming Activities [5 O.C. 501.1-1].</li> </ul> </li> </ul>
Affected Entities	Internal Security Department; Oneida Police Department, Oneida Gaming Commission, Oneida Gaming Management, Oneida Business Committee.
Related Legislation	Legislative Procedures Act, Removal Law, Administrative Procedures Act, Internal Audit law, Vendor Licensing law.
Public Meeting	A public comment period was held open until April 13, 2022. A public meeting was not held in accordance with the Nation’s COVID-19 Core Decision Making Team’s declaration, <i>Suspension of Public Meetings under the Legislative Procedures Act</i> .
Expiration of Emergency Amendments	Emergency amendments to ONGO expire on May 12, 2022. [1 O.C. 109.9-5(b)].

### SECTION 2. LEGISLATIVE DEVELOPMENT

1 **A. Background.** The Oneida Nation Gaming Ordinance (“ONGO”) was adopted by the Oneida General  
 2 Tribal Council through resolution GTC-07-05-04-A and subsequently amended by the Oneida Business  
 3 Committee through resolutions BC-10-06-04-D, BC-03-23-05-C, BC-09-23-09-D, BC-06-24-14-B and  
 4 BC-09-09-15-A. [5 O.C. 501.2-1]. ONGO regulates all Gaming Activities under the jurisdiction of the  
 5 Oneida Nation and is intended to govern the Gaming Activities of all persons, Gaming Employees,  
 6 consultants, business entities, vendors, boards, committees, commissions and hearing bodies, including,  
 7 but not limited to:

- 8
- 9     ▪ All Gaming Activities occurring on lands under the jurisdiction of the Nation;

- 10           ▪ All individuals or entities engaged in Gaming Activities occurring on lands under the  
11 jurisdiction of the Nation; and
- 12           ▪ All individuals or entities providing goods or services to any individual or entity who is  
13 engaged in Gaming Activities occurring on lands under the jurisdiction of the Nation. [5 O.C.  
14 501.1-1].
- 15 **B. *Emergency Amendments Adopted through Resolution BC-05-12-21-D.*** On December 2, 2020, the  
16 Legislative Operating Committee added ONGO to the Active Files List per a November 10, 2020,  
17 directive from the Oneida Business Committee that it be added to address a concern raised by the  
18 Oneida Law Office over the placement of the Gaming Security Department (“Security”) within the  
19 Nation’s organizational structure under section 501.9-2 of ONGO. More specifically, the concern is  
20 that the placement of Security under the Oneida Police Department has given rise to certain legal claims  
21 that could expose the Nation to unnecessary litigation costs, regardless of merit or prevailing party, if  
22 not disposed of in an expeditious manner. Based on this concern, the Legislative Operating Committee  
23 decided to bring forward emergency amendments to section 501.9-2 of ONGO by temporarily re-  
24 assigning Security to the Oneida Business Committee, while a more appropriate permanent placement  
25 is developed and vetted within the period of time allotted for emergency amendments to be in effect  
26 under the Nation’s Legislative Procedures Act. The emergency amendments to ONGO were adopted  
27 by the Oneida Business Committee through the adoption of resolution BC-05-12-21-D. These  
28 emergency amendments to ONGO were set to expire on November 12, 2021.
- 29 **C. *Emergency Amendments Extended through Resolution BC-11-10-21-A.*** On November 10, 2021, the  
30 Oneida Business Committee adopted resolution BC-11-10-21-A which extended the emergency  
31 amendments to ONGO adopted through resolution BC-05-12-21-D for an additional six (6) month  
32 period effective on November 12, 2021. The Legislative Procedures Act allows the Oneida Business  
33 Committee to extend emergency amendments for a six (6) month period. [1 O.C. 109.9-5(b)]. A six (6)  
34 month extension of the emergency amendments to the ONGO was requested to provide additional time  
35 for the Legislative Operating Committee to process the adoption of permanent amendments to the  
36 ONGO. The emergency amendments to the ONGO will now expire on May 12, 2022.
- 37 **D.** The Legislative Operating Committee is now seeking the permanent adoption of this amendment to the  
38 ONGO.  
39

### 40 **SECTION 3. CONSULTATION AND OUTREACH**

- 41 **A.** Representatives from the following departments or entities participated in the development of the  
42 amendments to ONGO and this legislative analysis:
- 43           ▪ Oneida Law Office;  
44           ▪ Oneida Police Department;  
45           ▪ Internal Security Department;  
46           ▪ Oneida Gaming Commission;  
47           ▪ Gaming Management; and  
48           ▪ Oneida Police Commission.
- 49 **B.** The following laws of the Nation and bylaws were reviewed in the drafting of this analysis:
- 50           ▪ Oneida Nation Constitution and Bylaws;  
51           ▪ Legislative Procedures Act;

- 52           ▪ Oneida Gaming Commission Bylaws; and  
53           ▪ Internal Audit law.

54

## 55 **SECTION 4. PROCESS**

56 A. The amendments to ONGO have followed the process set forth in the Legislative Procedures Act:

- 57           ▪ On December 2, 2020, the Legislative Operating Committee added ONGO to its Active Files List.  
58           ▪ On May 12, 2021, the Oneida Business Committee adopted an emergency amendment to ONGO  
59           through the adoption of resolution BC-05-12-21-D to address the organization of Security.  
60           ▪ On November 10, 2021, the Oneida Business Committee extended the emergency amendments to  
61           the Law for an additional six (6) month period through the adoption of resolution BC-11-10-21-A.  
62           ▪ On March 16, 2022, the Legislative Operating Committee approved the draft of permanent  
63           amendments to ONGO and the legislative analysis, and directed that a public comment period be  
64           held open for the proposed amendments to ONGO until April 13, 2022.  
65           ▪ On April 13, 2022, the public comment period for the ONGO amendments closed. One (1)  
66           submission of written comments was received during the public comment period.  
67           ▪ On April 20, 2022, the Legislative Operating Committee accepted the public comments and the  
68           public comment review memorandum and deferred these items to a work meeting for further  
69           consideration. Later that morning the Legislative Operating Committee reviewed and considered  
70           the public comments received.  
71           ▪ On April 20, 2022, the Legislative Operating Committee conducted an e-poll to approve the  
72           updated public comment review memorandum, draft, legislative analysis, and fiscal impact  
73           statement request memorandum, and forward the fiscal impact statement request memorandum to  
74           the Finance Department directing that a fiscal impact statement of the proposed amendments to  
75           ONGO be prepared and submitted to the LOC by May 3, 2022. This e-poll was unanimously  
76           approved.

77 B. The following work meetings were held by the Legislative Reference Office in the development of the  
78 emergency amendments to ONGO:

- 79           ▪ January 7, 2021: Work meeting with Oneida Law Office.  
80           ▪ January 14, 2021: LOC work meeting.  
81           ▪ February 19, 2021: LOC work meeting with Oneida Gaming Commission, Oneida Police  
82           Department, Internal Security Department, Gaming Management, Oneida Law Office, and Oneida  
83           Police Commission.  
84           ▪ February 25, 2021: LOC work meeting.  
85           ▪ March 11, 2021: LOC work meeting with Oneida Law Office.  
86           ▪ April 7, 2021: LOC work meeting.  
87           ▪ April 29, 2021: LOC work meeting.  
88           ▪ May 19, 2021: LOC work meeting.  
89           ▪ June 20, 2021: Work meeting with Oneida Gaming Commission, Oneida Police Department,  
90           Internal Security Department, Oneida Law Office.  
91           ▪ September 1, 2021: LOC work meeting.  
92           ▪ October 6, 2021: LOC work meeting.  
93           ▪ October 22, 2021: Work meeting with Oneida Gaming Commission, Oneida Police Department.  
94           Oneida Police Commission.

- 95       ▪ December 9, 2021. LOC work meeting.
- 96       ▪ December 15, 2021: LOC work meeting.
- 97       ▪ December 21, 2021: LOC work meeting with the Oneida Police Department and Conservation.
- 98       ▪ January 28, 2022: Work meeting with Oneida Police Commission
- 99       ▪ March 10, 2022: LOC work meeting.
- 100      ▪ April 20, 2022: LOC work meeting.

101 **C. COVID-19 Pandemic's Effect on the Legislative Process.** The world is currently facing a pandemic  
102 of COVID-19. The COVID-19 pandemic has resulted in high rates of infection and mortality, as well  
103 as vast economic impacts including effects on the stock market and the closing of all non-essential  
104 businesses. A public meeting for the proposed amendments to ONGO was not held due to the COVID-  
105 19 pandemic, but a public comment period for the submission of written comments was still held open.

- 106      ▪ *Declaration of a Public Health State of Emergency.*
  - 107          ▪ On March 12, 2020, Chairman Tehassi Hill signed a “*Declaration of Public Health State*  
108             *of Emergency*” regarding the COVID-19 pandemic which declared a Public Health State  
109             of Emergency for the Nation until April 12, 2020, and set into place the necessary authority  
110             for action to be taken and allows the Nation to seek reimbursement of emergency  
111             management actions that may result in unexpected expenses.
  - 112          ▪ The Public Health State of Emergency has since been extended until May 23, 2022, by the  
113             Oneida Business Committee through the adoption of resolutions BC-03-28-20-A, BC-05-  
114             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-  
115             20-A, BC-11-10-20-A, BC-12-09-20-D, BC-01-07-21-A, BC-02-10-21-A, BC-03-10-21-  
116             D, BC-05-12-21-A, BC-06-23-21-B, BC-07-28-21-N, BC-09-22-21-A, BC-11-24-21-F,  
117             BC-01-12-22-B, and BC-03-23-22-A.
- 118      ▪ *COVID-19 Core Decision Making Team Declaration: Suspension of Public Meetings under the*  
119         *Legislative Procedures Act.*
  - 120          ▪ On March 27, 2020, the Nation’s COVID-19 Core Decision Making Team issued a  
121             “*Suspension of Public Meetings under the Legislative Procedures Act*” declaration which  
122             suspended the Legislative Procedures Act's requirement to hold a public meeting during  
123             the public comment period, but allows members of the community to still participate in the  
124             legislative process by submitting written comments, questions, data, or input on proposed  
125             legislation to the Legislative Operating Committee via e-mail during the public comment  
126             period.
- 127      ▪ *Oneida Business Committee Resolution BC-12-8-21-B, Updating Public Gathering Guidelines*  
128         *During Public Health State of Emergency - COVID-19.*
  - 129          ▪ On December 8, 2021, the Oneida Business Committee adopted resolution BC-12-08-21-  
130             B, *Updating Public Gathering Guidelines During Public Health State of Emergency -*  
131             *COVID-19*, which superseded Oneida Business Committee resolution BC-08-13-21-A,  
132             *Setting Public Gathering Guidelines During Public Health State of Emergency - COVID-*  
133             *19*, and provides updated guidelines on holding meetings both indoors and outdoors.
  - 134          ▪ This resolution provides that when the following levels are met, indoor meetings of the  
135             Nation are feasible, provided that all organizers and participants should consider additional  
136             health safety measures when attending such as wearing a face mask, washing hands  
137             frequently, and social distancing:

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- When COVID-19 Case Activity rates are at or below low in Brown and Outagamie Counties, or the county in which the activity is being held, as identified on the Wisconsin Department of Health Services website for the most recent period.
  - When COVID-19 Percent Positive rates are at or below low in Brown and Outagamie Counties, or the county in which the activity is being held, as identified on the Wisconsin Department of Health Services website for the most recent period.
  - When COVID-19 Community Transmission Rates by ZIP Code Tabulation Area are at or below low in designated ZIP Codes or the ZIP Code in which the activity is being held, as identified on the Wisconsin Department of Health Services website for the most recent period.
- 149
- *Conclusion.*
    - At the time the public comment period was scheduled for the proposed amendments to ONGO, the conditions for holding an indoor public gather provided for in resolution BC-12-08-21-B had not been met. Although a public meeting was not held on the proposed amendments to ONGO, a public comment period was still held open until April 13, 2022, in accordance with resolution BC-12-08-21-B and the Legislative Procedures Act as modified by the COVID-19 Core Decision Making Team’s “*Suspension of Public Meetings under the Legislative Procedures Act*” declaration.
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## 158 SECTION 5. CONTENTS OF THE LEGISLATION

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- 179
- A. *Removal of Security from the Oneida Police Department.* Previously, section 501.9-1 of ONGO provided that the Gaming Security Department is a department within the Oneida Police Department. The proposed amendment to section 501-9-1 of ONGO will remove the statement that the Gaming Security Department is a department of the Oneida Police Department. [5 O.C. 501.9-1]. Although ONGO will no longer provide that the Security Department is a department within the Oneida Police Department, with respect to the Oneida Police Department, ONGO will now provide that when investigations involve or uncover a possible criminal or quasi-criminal activity, the Gaming Security Department shall report the activity to the Oneida Police Department for further review and investigation by the Oneida Police Department under its separate departmental authority. [5 O.C. 501.9-2(a)]. The requirement that all reports of the Gaming Security Department must be copied to the Oneida Gaming Commission previously found in section 501.9-1 was removed from ONGO due to concerns raised by the Oneida Police Department regarding confidentiality of on-going investigations. Reference to the Oneida Police Department in section 501.9-2 was also removed and replaced with the Security Director in regard to the responsibility to collaborate with the Gaming General Manager and Oneida Gaming Commission to enter into an agreement, subject to ratification by the Oneida Business Committee, describing their responsibilities and reporting requirements under ONGO. [5 O.C. 501.9-2].
  - *Effect.* The proposed amendments will remove the legal risks associated with Security’s placement under the Oneida Police Department. The emergency amendments previously made to ONGO through resolutions BC-05-12-21-D and BC-11-10-21A provided that the Oneida Business Committee shall be responsible for the supervision, as well as oversight, of the Gaming Security



180 Department and the Gaming Security Department shall report directly to the Oneida Business  
181 Committee per the process and schedule set by the Oneida Business Committee. It is the intent of  
182 the Legislative Operating Committee that the adopting resolution for these proposed amendments  
183 will include a provision that the Oneida Business Committee remain as the body responsible for  
184 supervision and oversight of the Security Department until such a time as the Oneida Nation Law  
185 Enforcement Ordinance can be amended to expand and transition the Oneida Police Commission  
186 to a Public Safety Commission which will oversee the Security Department along with the Oneida  
187 Police Department, Conservation Wardens, and any other safety focused department in the future.

188 **B. *Oneida Gaming Commission Personnel.*** Previously, section 501.6-16 of ONGO provided that the  
189 Oneida Gaming Commission shall hire Executive Director who is responsible for hiring and managing  
190 the personnel of the Commission. The proposed amendments to ONGO remove the requirement that  
191 the Oneida Gaming Commission have an Executive Director, and instead provides that the Oneida  
192 Gaming Commission, or designee, shall be responsible for the hiring and managing of any personnel  
193 of the Commission. [5 O.C. 501.6-16].

194     ▪ *Effect.* The proposed amendment to ONGO allows for more flexibility in evaluating the personnel  
195 needs of the Oneida Gaming Commission. The Executive Director position was furloughed in  
196 March 2020 during the Nation's initial COVID-19 shutdown. The Oneida Gaming Commission's  
197 initial request to bring back the Executive Director from furlough was denied. In the absence of the  
198 Executive Director, the Oneida Gaming Commission has since performed the Executive Director's  
199 responsibilities. The removal of the Executive Director position ONGO will allow the Oneida  
200 Gaming Commission the ability to evaluate the personnel needs of the Gaming Commission and  
201 hire as necessary, without any concerns with compliance with ONGO if an Executive Director is  
202 not hired.

203 **C. *Minor Drafting Changes.*** Additional non-material drafting and formatting changes have been made  
204 throughout the Law to update the language and drafting style in ONGO to be consistent with the  
205 Nation's current drafting practices.

206

## 207 **SECTION 6. EXISTING LEGISLATION**

208 **A. *Related Legislation.*** The following laws of the Nation are related to the proposed amendments to this  
209 Law:

210     ▪ *Oneida Nation Law Enforcement Ordinance.* The purpose of the Oneida Nation Law Enforcement  
211 Ordinance is to regulate the conduct of the Nation's law enforcement personnel according to the  
212 highest professional standards . [3 O.C. 301.1-1].

213     ▪ The Legislative Operating Committee is currently developing amendments to the Oneida  
214 Nation Law Enforcement Ordinance to expand and transition the Oneida Police  
215 Commission to a broader Oneida Public Safety Commission. It is the intent that the Oneida  
216 Public Safety Commission would oversee the Oneida Police Department, the Security  
217 Department, the Conservation Wardens and any future safety focused departments of the  
218 Nation.

219

## 220 **SECTION 7. OTHER CONSIDERATIONS**

- 221 **A. *Deadline for Permanent Adoption of Amendments.*** The emergency amendments to ONGO will expire  
222 on May 12, 2022. There is no more opportunity for an extension of these emergency amendments.
- 223     ▪ *Conclusion:* The Legislative Operating Committee will need to consider the development and  
224 adoption of permanent amendments to ONGO prior to May 12, 2022.
- 225 **B. *Fiscal Impact.*** Under the Legislative Procedures Act, a fiscal impact statement is required for all  
226 legislation except emergency legislation [*1 O.C. 109.6-1*]. Oneida Business Committee resolution BC-  
227 10-28-20-A titled, “*Further Interpretation of ‘Fiscal Impact Statement’ in the Legislative Procedures*  
228 *Act,*” provides further clarification on who the Legislative Operating Committee may direct complete  
229 a fiscal impact statement at various stages of the legislative process, as well as timeframes for  
230 completing the fiscal impact statement.
- 231     ▪ *Conclusion.* On April 20, 2022, the Legislative Operating Committee directed the Finance  
232 Department to provide a fiscal impact statement for the proposed amendments to ONGO by May  
233 3, 2022.

**Title 5. Business - Chapter 501**  
**ONEIDA NATION GAMING ORDINANCE**

**Thatiwi·?Stunya·tha Olihwa·ke**

*Matters of interest to where they make the money*

**ONEIDA NATION GAMING ORDINANCE**

- |                                                            |                                                                      |
|------------------------------------------------------------|----------------------------------------------------------------------|
| 501.1. Purpose and Policy                                  | 501.11. Licenses, Generally                                          |
| 501.2. Adoption, Amendment, Repeal                         | 501.12. Gaming Employee License                                      |
| 501.3. <del>Jurisdiction</del> <u>Definitions</u>          | 501.13. Gaming Services Licensing and Non-Gaming Services Permitting |
| 501.4. <del>Definitions</del> <u>Jurisdiction</u>          | 501.14. Gaming Facility License                                      |
| 501.5. Oneida Business Committee: Powers and Duties        | 501.15. Gaming Operator License                                      |
| 501.6. Oneida Gaming Commission                            | 501.16. Games                                                        |
| 501.7. Gaming Surveillance: Powers, Duties and Limitations | 501.17. Allocation of Gaming Funds                                   |
| 501.8. [Reserved for future use.]                          | 501.18. Audits                                                       |
| 501.9. Gaming Security Department                          | 501.19. Enforcement and Penalties                                    |
| 501.10. Background Investigations                          |                                                                      |

**501.1. Purpose and Policy**

501.1-1. Purpose. -The purpose of this Ordinance is to set forth the laws of the Oneida ~~Tribe of Indians of Wisconsin~~Nation regarding all Gaming Activities conducted within the jurisdiction set forth in this Ordinance.- It is intended to govern the Gaming Activities of all persons, Gaming Employees, consultants, business entities, vendors, boards, committees, commissions and hearing bodies. -This Ordinance does not authorize the operation of Gaming by a private person or private entity for gain. -This Ordinance shall govern all Gaming Activities occurring on lands under the jurisdiction set forth in this Ordinance and all individuals or entities engaged in Gaming Activities, including those providing goods or services to any person or entity engaged in Gaming Activities.

501.1-2. Policy. -It is the policy of this Ordinance to ensure that the Oneida ~~Tribe~~Nation is the primary beneficiary of its Gaming Operations and has the sole proprietary interest, ~~and;~~ that Gaming Activities within the jurisdiction set forth in this Ordinance are conducted fairly and honestly; ~~and~~ that all internal departments, enterprises, officials and employees of the ~~Oneida Tribe~~Nation work cooperatively to advance the best interests of the ~~Oneida Tribe~~Nation, to protect ~~the Tribe's~~sits gaming resources, ~~to~~ protect the integrity of all Gaming Activities operated under the jurisdiction set forth in this Ordinance, ~~and~~ to ensure fairness of all games offered to the ~~Tribe's~~Nation's gaming patrons.

**501.2. Adoption, Amendment, Repeal**

501.2-1. ~~Adoption.~~ -This Ordinance was adopted by the Oneida General Tribal Council by resolution GTC-07-05-04-A and amended by resolutions BC-10-06-04-D, BC-3-23-05-C, BC-9-23-09-D, BC-06-25-14-B ~~and,~~ BC-09-09-15-A; ~~and BC- - - - .~~

501.2-2. ~~Amendment.~~ -\_\_\_\_\_ This Ordinance may be amended or repealed by the Oneida Business Committee ~~and/or the~~ Oneida General Tribal Council pursuant to the procedures set out in the Legislative Procedures Act.

501.2-3 ~~Severability.~~ -\_\_\_\_\_ Should a provision of this Ordinance or the application thereof to any person or circumstances be held as invalid, such invalidity shall not affect other provisions of this Ordinance which are considered to have legal force without the invalid portions.

501.2-4. In the event of a conflict between a provision of this Ordinance and a provision of another law, the provisions of this Ordinance shall control.—~~Provided;~~ provided, that, this Ordinance repeals the following:

- (a) BC-04-21-89-D (Adoption of the Oneida Gaming Control Ordinance);

34 (b) ~~\_\_\_~~ GTC-03-04-91-A (Establishing 7 elected Gaming Commissioners and Bingo  
35 standards);

36 (c) ~~\_\_\_~~ GTC-07-06-92-A (Amendments to Gaming SOP Manual);

37 (d) ~~\_\_\_~~ GTC-07-06-92-B (Adoption of the Comprehensive Gaming Ordinance);

38 (e) ~~\_\_\_~~ BC-03-16-94-A; (Comprehensive Gaming Ordinance Interpretation); and

39 (f) ~~\_\_\_~~ BC-04-5-95-D (Amendments to the Comprehensive Gaming Ordinance).

40 501.2-5. ~~\_\_\_~~ This Ordinance is adopted under authority of the Constitution of the Oneida ~~Tribe of~~  
41 ~~Indians of Wisconsin Nation.~~

42 501.2-6. ~~Name. This Ordinance is to be known as the Oneida Nation Gaming Ordinance or~~  
43 ~~ONGO.~~

44 501.2-7. ~~Preemptive Authority.~~ -The Oneida Gaming Commission shall be the original hearing  
45 body authorized to hear licensing decisions as set forth in this Ordinance.

### 46 **501.3. Definitions**

47 ~~501.3-1. Territorial Jurisdiction. This Ordinance extends to all land within the exterior~~  
48 ~~boundaries of the Reservation of the Tribe, as established pursuant to the 1838 Treaty with the~~  
49 ~~Oneida, 7 Stat. 566, and any lands added thereto pursuant to federal law.~~

50 ~~501.3-2. Subject Matter Jurisdiction. This Ordinance applies to all Gaming conducted within the~~  
51 ~~territorial jurisdiction of the Oneida Tribe as set forth in section 501.3-1.~~

52 ~~501.3-3. Personal Jurisdiction. 501.3-1. This Ordinance governs:~~

53 ~~(a) the Tribe;~~

54 ~~(b) tribal members; and~~

55 ~~(c) individuals and businesses leasing, occupying, or otherwise using Tribal Fee Land on~~  
56 ~~the Reservation and all Tribal Trust Land.~~

### 57 **501.4. Definitions**

58 ~~501.4-1.~~ This section shall govern the definitions of words and phrases used within this Ordinance.  
59 Words and phrases capitalized throughout this document refer to the defined words and phrases in  
60 this section. -All words or phrases not defined herein shall be used in their ordinary and everyday  
61 sense.

62 (a) “Applicant” means any person or entity who has applied for a License from the  
63 Oneida Gaming Commission or the Oneida Business Committee.

64 (b) “Background Investigation” means a standard and thorough investigation conducted  
65 by the Oneida Tribe Nation in compliance with this Ordinance, Commission regulations,  
66 Oneida Gaming Minimum Internal Controls, the IGRA and the Compact. -Such  
67 investigations may be in cooperation with federal, state, or Tribal law enforcement  
68 agencies.

69 (c) “Class I Gaming” means social games solely for prizes of minimal value or traditional  
70 forms of Indian gaming engaged in by individuals as a part of, or in connection with, Tribal  
71 ceremonies or celebrations.

72 (d) “Class II Gaming” means:

73 (1) The game of chance commonly known as bingo (whether or not electronic,  
74 computer or other technologic aids are used in connection therewith) in which:

75 (A) The game is played for prizes, including monetary prizes, with cards  
76 bearing numbers or other designations.

77 (B) The holder of the card covers such numbers or designations when  
78  
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- 80 objects, similarly numbered or designated, are drawn or electronically  
 81 determined.
- 82 (C) The game is won by the first person covering a previously designated  
 83 arrangement of numbers or designation on such cards, including (if played  
 84 in the same location) pull-tabs, lotto, punch boards, tip jars, instant bingo  
 85 and other games similar to bingo.
- 86 (2) Card games that:
- 87 (A) Are explicitly authorized by the laws of the State; or  
 88 (B) Are not explicitly prohibited by the laws of the State and are played at  
 89 any location in the State, but only if such card games are played in  
 90 conformity with laws and regulations (if any) of the State regarding hours  
 91 or periods of operation of such card games or limitations on wagers or pot  
 92 sizes in such card games. ~~Class II Gaming does not include any banking~~  
 93 ~~card games, including baccarat, chemin de fer, or blackjack (twenty-one),~~  
 94 ~~or electronic or electro-mechanical facsimiles of any game of chance or slot~~  
 95 ~~machines of any kind.~~
- 96 (e) “Class III Gaming” means all forms of Gaming that are not Class I or Class II  
 97 Gaming.
- 98 (f) “Commission” means the Oneida Gaming Commission as established by this  
 99 Ordinance.
- 100 (g) “Commissioner” means a duly elected member of the Oneida Gaming Commission.
- 101 (h) “Compact” means the 1991 Tribe-State Gaming Compact between the TribeNation  
 102 and the State of Wisconsin, as amended and including any future amendments or successor  
 103 compact entered into by the TribeNation and the State of Wisconsin and approved by the  
 104 Secretary of the United States Department of Interior.
- 105 (i) “Compliance Certificate” means a certificate issued by an agency with the authority  
 106 and responsibility to enforce applicable environmental, health or safety standards, which  
 107 states that a Gaming Facility complies with these standards.
- 108 (j) “Environmental Assessment” means a document prepared and issued in compliance  
 109 with the National Environmental Policy Act of 1969, 42 U.S.C. sec. 4321 *et seq.*, and all  
 110 related ~~Federal~~federal regulations.
- 111 (k) “Fraud” means any act of trickery or deceit used to or intended to gain control or  
 112 possession of the property of another.
- 113 (l) “Games, Gaming, or Gaming Activity” means all forms of any activity, operation, or  
 114 game of chance that is considered Class II or Class III Gaming, provided that this definition  
 115 does not include Class I Gaming.
- 116 (m) “Gaming Employee” means any person employed by a Gaming Operation.
- 117 (n) “Gaming Facility or Gaming Facilities” means any location or structure, stationary  
 118 or movable, wherein Gaming is permitted, performed, conducted, or operated. Gaming  
 119 Facility or Gaming Facilities does not include the site of a fair, carnival, exposition, or  
 120 similar occasion.
- 121 (o) “Gaming Operation” means the conduct of Gaming Activities and related business  
 122 activities in Gaming Facilities and areas where Gaming Employees are employed or  
 123 assigned.
- 124 (p) “Gaming Operator” means the TribeNation, an enterprise owned by the TribeNation,  
 125 or such other entity of the TribeNation as the TribeNation may from time-to-time

- 126 designate as the wholly-owned entity having full authority and responsibility for the  
 127 operation and management of Gaming Operations.
- 128 (q) “Gaming Services” means the provision of any goods and services, except legal  
 129 services and accounting services, to a Gaming Operation, including, but not limited to,  
 130 equipment, transportation, food, linens, janitorial supplies, maintenance, or security  
 131 services.
- 132 (r) “Indian Gaming Regulatory Act or IGRA” means Public Law 100-497, 102 Stat.  
 133 2426, 25 U.S.C. sec. 2701, *et seq.*, as amended.
- 134 (s) “Judiciary” means the Oneida Nation Judiciary, which is the judicial system that was  
 135 established by Oneida General Tribal Council resolution GTC ~~#1-01~~-07-13-B to administer  
 136 the judicial authorities and responsibilities of the TribeNation.
- 137 (t) “License” means a certificate or other document that represents the grant of a  
 138 revocable authorization to conduct the licensed activity. -A License ~~must~~shall be supported  
 139 by a physical document, badge, certification or other physical manifestation of the issuance  
 140 of the revocable authorization to conduct the licensed activity.
- 141 (u) “Licensee” means a person or entity issued a valid License.
- 142 (v) “Nation” means the Oneida Nation.
- 143 (w) “NIGC” means the National Indian Gaming Commission.
- 144 ~~(w-x)~~ “Oneida Business Committee” means the elected governing body of the  
 145 Tribe exercising Nation that exercises the authority delegated ~~from it by~~ the Oneida General  
 146 Tribal Council ~~of the Oneida Tribe of Indians of Wisconsin~~ under Article IV of the  
 147 Constitution and By-laws ~~for of~~ the Oneida Tribe of Indians of Wisconsin, approved  
 148 December 21, 1936 Nation, as ~~thereafter may be~~ amended from time-to-time hereafter.
- 149 ~~(x-y)~~ “Oneida General Tribal Council” means the Nation’s governing body, as  
 150 established by the Constitution and By-laws of the Oneida Tribe of Indians of Wisconsin  
 151 as determined by the Tribe’s Constitution Nation and as may be amended from time-to-  
 152 time hereafter.
- 153 ~~(y-z)~~ “Ordinance or ONGO” means the Oneida Nation Gaming Ordinance, as ~~it~~  
 154 may be amended from time ~~to~~ time ~~be amended~~ hereafter.
- 155 ~~(z—aa)~~ “Regulatory Incident” means the occurrence of any event giving rise to a  
 156 potential or alleged non-compliance with a gaming regulation, ordinance, law or policy  
 157 involving any person or Licensee on the premises of a Gaming Facility.
- 158 ~~(aa-bb)~~ “Remediation” means efforts taken to reduce the source and  
 159 migration of environmental contaminants at a site.
- 160 ~~(bb-cc)~~ “Reservation” means all lands within the exterior boundaries of the  
 161 Reservation of the Oneida Tribe of Indians of Wisconsin Nation, as created pursuant to the  
 162 1838 Treaty with the Oneida, 7 Stat. 566, and any lands added thereto pursuant to federal  
 163 law.
- 164 ~~(ee-dd)~~ “Senior Gaming Management” means the gaming general manager,  
 165 assistant gaming general managers, gaming directors and assistant gaming directors.
- 166 ~~(dd-ee)~~ “State” means the State of Wisconsin, along with its authorized  
 167 officials, agents and representatives.
- 168 ~~(ee) Tribe means the Oneida Tribe of Indians of Wisconsin.~~
- 169 (ff) “Tribal Fee Land” means all land to which the TribeNation holds title in fee simple.
- 170 (gg) “Tribal Trust Land” means all land to which the United States holds title for the  
 171 benefit of the TribeNation pursuant to federal law.



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#### **501.4. Jurisdiction**

501.4-1. Territorial Jurisdiction. This Ordinance extends to all land within the exterior boundaries of the Reservation.

501.4-2. Subject Matter Jurisdiction. This Ordinance applies to all Gaming conducted within the territorial jurisdiction of the Nation as set forth in section 501.4-1.

501.4-3. Personal Jurisdiction. This Ordinance governs:

(a) The Nation;

(b) Members of the Nation; and

(c) Individuals and businesses leasing, occupying, or otherwise using Tribal Fee Land on the Reservation and all Tribal Trust Land.

#### **501.5. Oneida Business Committee: Powers and Duties**

501.5-1. The Oneida Business Committee retains the power and duty to enter into agreements or compacts with the State under the Indian Gaming Regulatory Act.

501.5-2. The Oneida Business Committee retains the power and duty to enter into agreements with local governments and other Tribal governments for services or cooperative ventures for the Gaming Operations.

501.5-3. The Oneida Business Committee has the exclusive power and duty to enter into contracts and agreements affecting the assets of the ~~Tribe~~Nation, except for those assets that were placed under the responsibility of the Oneida Land Commission under Chapter 67; of the Real Property ~~Law~~law.

501.5-4. The Oneida Business Committee delegates to the Commission, ~~as set out~~ in section 501.6-14 of this Ordinance, certain authorities and responsibilities for the regulation of Gaming Activities, Gaming Operations, Gaming Operators, Gaming Employees, Gaming Facilities, Gaming Services, and the enforcement of laws and regulations, ~~as identified in this Ordinance~~.

501.5-5. The Oneida Business Committee retains the duty and responsibility to safeguard all funds generated by the Gaming Operations and all other authorities and responsibilities not delegated by a specific provision of this Ordinance.

501.5-6. The Chairperson of the ~~Tribe must~~Nation shall be the designated and registered agent to receive notice of violations, orders, or determinations which are issued pursuant to the Indian Gaming Regulatory Act and the Compact.

#### **501.6. Oneida Gaming Commission**

501.6-1. Establishment and Purpose.— The Oneida Business Committee has established the Oneida Gaming Commission for the purpose of regulating all Gaming Activities. —The Commission is an elected body comprised of four (4) members, provided that, the Oneida Business Committee may, upon request of the Commission, increase the number of Commissioners by resolution ~~without~~with-out requiring amendment of this Ordinance.

501.6-2. Location and Place of Business.— The Commission shall maintain its offices and principal place of business within the Reservation.

501.6-3. Duration and Attributes. —The Commission will have perpetual existence and succession in its own name, unless dissolved by ~~Tribal~~ law— of the Nation. Operations of the Commission ~~must~~shall be conducted on behalf of the ~~Tribe~~Nation for the sole benefit of the ~~Tribe~~Nation and its members. -The ~~Tribe~~Nation reserves unto itself the right to bring suit against any person or entity in its own right, on behalf of the ~~Tribe~~Nation, or on behalf of the Commission,

218 whenever the TribeNation considers it necessary to protect the sovereignty, rights, and interests of  
 219 the TribeNation or the Commission.

220 501.6-4. Sovereign Immunity of the Tribe.

221 ~~(a)~~ Nation. All inherent sovereign rights of the TribeNation with ~~regard~~ respect to the existence and  
 222 activities of the Commission are hereby expressly reserved.

223 ~~(b)~~ a The TribeNation confers upon the Commission sovereign immunity from suit as  
 224 set forth in the Tribe'sNation's Sovereign Immunity Ordinance law.

225 ~~(e)~~ b Nothing in this Ordinance nor any action of the Commission may be construed to  
 226 be ~~a~~: (1) A waiver of ~~itsthe~~ sovereign immunity ~~or that~~ of the  
 227 Tribe, Commission or ~~eonsent~~ the Nation;

228 (2) Consent by the Commission or the TribeNation to the jurisdiction of the  
 229 Judiciary, the United States, anya state, or any other tribe; or ~~eonsent~~

230 (3) Consent by the TribeNation to any suit, cause of action, case or controversy;  
 231 or the levy of any judgment, lien, or attachment upon any property of the  
 232 Commission or the TribeNation.

233 501.6-5. Requirements of Commission Membership.

234 (a) Qualifications. Candidates for election or appointment to the Commission ~~must~~ shall  
 235 be at least twenty-one (21) years of age on the day of the election or on the day of  
 236 appointment. ~~In addition, candidates~~

237 (1) Candidates for election to the Commission shall further meet the following  
 238 qualifications within five (5) business days after a caucus for elected positions on  
 239 the Commission. Candidates for appointment to the Commission shall meet the  
 240 following qualifications on the day of appointment to a vacancy on the Commission  
 241 under section 501.6-13 of this Ordinance:

242 ~~(1)~~ A Be an enrolled member of the TribeNation;

243 ~~(2)~~ B Have a minimum of three (3) years of education experience,  
 244 employment experience and/or regulatory experience in Gaming  
 245 Operations related to Gaming Activity, Gaming law, Gaming control or  
 246 regulation, or Gaming accounting or of any combination of the foregoing;  
 247 and

248 ~~(3)~~ C Meet all other qualifications set forth in this Ordinance.

249 (b) Conflict of Interest. No person may be considered for election or appointment as a  
 250 Commissioner until the candidate has disclosed all conflicts of interest as defined ~~by~~ in the  
 251 OneidaNation's Conflict of Interest Policy law.

252 (c) Background Investigation. No person may be considered for election or appointment  
 253 as a Commissioner until a preliminary Background Investigation has been completed and  
 254 the person has been found to meet all qualifications.

255 ~~(d)~~ (1) Swearing into office is subject to a Background Investigation regarding the  
 256 qualifications set forth in sections 501.6-5 and 501.6-6 upon being elected or  
 257 appointed to office.

258 501.6-6. Unless pardoned for activities under subsections (a) and/or (d) by the  
 259 TribeNation, or pardoned for an activity under subsection subsections (a) and/or (d) by another  
 260 Federally-recognized Indian Tribe for an action occurring within the jurisdiction of the Federally-  
 261 recognized Indian Tribe, or pardoned for an activity under subsection subsections (a) and/or (d) by  
 262 the State or Federal government, no individual may be eligible for election or appointment to, or  
 263 to continue to serve on, the Commission, who:

- 264 (a) Has been convicted of, or entered a plea of guilty or no contest to, any of the  
 265 following:<sup>1</sup>
- 266 (1) Any gambling-related offense;
  - 267 (2) Any offense involving Fraud or misrepresentation;
  - 268 (3) Any offense involving a violation of any provision of ~~chs. Chapters~~ 562 or  
 269 565, ~~Wis. Stats., of the Wisconsin Statutes,~~ any rule promulgated by the State of  
 270 Wisconsin Department of Administration, Division of Gaming or any rule  
 271 promulgated by the Wisconsin Racing Board;
  - 272 (4) A felony not addressed in paragraphs 1, 2, or 3, during the immediately  
 273 preceding ten (10) years; or
  - 274 (5) Any offense involving the violation of any provision of ~~Tribe~~the Nation's  
 275 law regulating the conduct of Gaming Activities, or any rule or regulation  
 276 promulgated pursuant thereto.
- 277 (b) Has been determined by the ~~Tribe~~Nation to be a person whose prior activities,  
 278 criminal record, if any, or reputation, habits, and associations pose a threat to the public  
 279 interest or to the effective regulation and control of Gaming, or create or enhance the  
 280 dangers of unsuitable, unfair, or illegal practices, methods, or activities in the operation of  
 281 Gaming or the carrying on of the business and financial arrangements incidental thereto;
- 282 (c) Possesses a financial interest in or management responsibility for any Gaming  
 283 Activity or Gaming Services vendor;
- 284 (d) Has been convicted of a crime involving theft, Fraud, or conversion against the  
 285 ~~Tribe~~Nation;
- 286 (e) Has been removed from any office pursuant to the ~~Oneida~~Nation's Removal Law  
 287 within the past five (5) years; or
- 288 (f) Is a sitting Commissioner whose term is not concluded at the time of that election or  
 289 appointment action.
- 290 501.6-7. Term of Office.- Commissioners shall serve five (5) year terms and shall serve until a  
 291 successor takes the oath of office. ~~Terms of office must be staggered.~~
- 292 (a) Terms of office shall be staggered.
- 293 501.6-8. Official Oath.- Each Commissioner shall take the official oath at a regular or special  
 294 Oneida Business Committee meeting prior to assuming office. ~~Upon being administered the oath~~  
 295 ~~of office, a Commissioner shall assume the duties of office and must be issued a security card~~  
 296 ~~setting forth his or her title and term of office.~~
- 297 (a) Upon being administered the oath of office, a Commissioner shall assume the duties  
 298 of office and shall be issued a security card setting forth his or her title and term of office.
- 299 501.6-9. Full-time~~Time~~ Status.-~~The Commission shall identify the appropriate work schedule~~  
 300 ~~for its members.~~ Each Commissioner shall perform his or her duties and responsibilities on a full-  
 301 time basis and shall devote his or her entire work and professional time, attention and energies to  
 302 Commission business, ~~and may not.~~
- 303 (a) No Commissioner shall, during his or her tenure in office, be engaged in any other  
 304 profession or business activity that may impede ~~the Commissioner's~~his or her ability to  
 305 perform duties on behalf of the Commission or that competes with the ~~Tribe's~~Nation's  
 306 interests.

<sup>1</sup> This section taken substantially from Section IX of the Tribe-State Gaming Compact.

307 (b) The Commission shall identify the appropriate work schedule for its members.  
308 501.6-10. *Bylaws.*- The Commission shall adopt bylaws subject to review and approval by the  
309 Oneida Business Committee.

310 501.6-11. *Budget and Compensation.* -The Commission shall function pursuant to an annual  
311 budget.

312 (a) The Oneida Business Committee shall submit the operating budget of the  
313 Commission for approval in the same fashion as all other Tribal budgets. Compensation  
314 of Commissioners is not subject to the Tribe’s Comprehensive Policy Governing Boards,  
315 Committees, and Commissions, but must be established by the Commission in a manner  
316 consistent with the Commission's internal rules and bylaws. The Commission shall adopt  
317 internal rules consistent with the existing Tribal accounting practices to verify its budgetary  
318 expenditures.budgets of the Nation.

319 (b) Compensation of Commissioners is not subject to the Nation’s Boards, Committees  
320 and Commissions law, but shall be established by the Commission in a manner consistent  
321 with the Commission’s internal rules and bylaws.

322 (1) The Commission shall adopt internal rules consistent with the Nation’s  
323 existing accounting practices to verify its budgetary expenditures.

324 501.6-12. *Removal.* -Removal of Commissioners ~~must~~shall be pursuant to the ~~Oneida~~Nation’s  
325 Removal Law.

326 501.6-13. *Vacancies.* -Any vacancy in an unexpired term of office, however caused, ~~must~~shall be  
327 filled by appointment by the Oneida Business Committee, of a person qualified ~~pursuant to~~under  
328 sections 501.6-5 and 501.6-6 ~~pursuant to~~of this Ordinance, in accordance with the ~~Comprehensive~~  
329 ~~Policy Governing~~Nation’s Boards, Committees and Commissions ~~law~~.

330 501.6-14. *Authority and Responsibilities.*- Subject to any restrictions contained in this Ordinance  
331 or other applicable law, the Commission is vested with powers including, but not limited to, the  
332 following:

333 (a) To exercise all power and authority necessary to effectuate the gaming regulatory  
334 purposes of this Ordinance, IGRA, Oneida Gaming Minimum Internal Controls, and the  
335 Compact.

336 (1) Unless otherwise indicated in this Ordinance~~or,~~ Commission regulation, or  
337 authorized by majority vote of the Commission, no Commissioner may act  
338 independently of the Commission. -Any such action may constitute grounds for  
339 removal.

340 (b) To promote and ensure the integrity, security, honesty, and fairness of the regulation  
341 and administration of Gaming.

342 ~~To draft, and approve, subject~~ Subject to review and adoption by the Oneida  
343 Business Committee, ~~to draft and approve~~ regulations pursuant to this Ordinance for the  
344 regulation of all Gaming Activity, including processes for ~~the~~ enforcement of such  
345 regulations consistent with ~~Tribal law~~the laws of the Nation.

346 (d) To draft and approve the Rules of Play and Oneida Gaming Minimum Internal  
347 Controls; provided ~~that,~~ the Rules of Play and Oneida Gaming Minimum Internal Controls  
348 require review and comment by Senior Gaming Management prior to approval by the  
349 Commission and are subject to review by the Oneida Business Committee.

350 (1) Rules of Play and Oneida Gaming Minimum Internal Controls are minimum  
351 standards with which the Gaming Operations are required to comply and are  
352 audited against.

§53 (2) Comments received from Senior Gaming Management ~~must~~shall be included  
354 in any submission to the Oneida Business Committee.

355 (3) Rules of Play and Oneida Gaming Minimum Internal Controls are effective  
§56 upon adoption by the Commission. -

§57 (4) The Commission shall provide notice of adoption of the Rules of Play and/or  
358 Oneida Gaming Minimum Internal Controls to the Oneida Business Committee at  
359 the next available regularly scheduled Oneida Business Committee meeting  
§60 following such adoption. -

§61 (A) If the Oneida Business Committee has any concerns and/or requested  
362 revisions upon review of the Rules of Play and Oneida Gaming Minimum  
363 Internal Controls, the Commission shall work with the Oneida Business  
364 Committee to address such concerns and/or requested revisions.

§65 (A) Unless the Oneida Business Committee repeals the Rules of  
366 Play and/or the Oneida Gaming Minimum Internal Controls adopted  
367 by the Commission, they will remain in effect while the  
368 Commission and the Oneida Business Committee jointly work to  
369 amend the Rules of Play and/or the Oneida Gaming Minimum  
370 Internal Controls adopted by the Commission.

§71 (i) Should the Oneida Business Committee repeal the Rules of  
372 Play and/or the Oneida Gaming Minimum Internal Controls adopted  
373 by the Commission, the Rules of Play and/or the Oneida Gaming  
374 Minimum Internal Controls that were in effect immediately previous  
375 to those repealed will be automatically reinstated and effective  
376 immediately upon the repeal of the Rules of Play and/or the Oneida  
377 Gaming Minimum Internal Controls adopted by the Commission.

378 (B) If the Commission does not receive written notice from the Oneida  
379 Business Committee of intent to repeal or amend the Rules of Play and/or  
380 the Oneida Gaming Minimum Internal Controls within thirty (30) days of  
381 the date the Oneida Business Committee is provided notice of the Rules of  
382 Play and/or the Oneida Gaming Minimum Internal Controls adopted by the  
383 Commission, they will remain in effect as adopted by the Commission.

§84 (C) Should the Oneida Business Committee pursue amendments to the  
385 Rules of Play and/or the Oneida Gaming Minimum Internal Controls  
§86 adopted by the Commission, the amendments ~~must~~shall be completed  
387 through one (1) of the following actions within six (6) months from the date  
388 the amendments are initiated by the Oneida Business Committee:

389 (i) if the Commission and the Oneida Business Committee reach an  
390 agreement as to the content of the amendments, the Commission  
§91 ~~must~~shall adopt revised Rules of Play and/or the Oneida Gaming  
392 Minimum Internal Controls that have been discussed with and  
393 agreed upon by the Oneida Business Committee; or

394 (ii) if the Commission and the Oneida Business Committee do not  
395 reach an agreement as to the content of the amendments, the Oneida  
396 Business Committee may adopt revised Rules of Play and/or the  
397 Oneida Gaming Minimum Internal Controls that incorporate the  
398 amendments it deems necessary.



- §99 (D) If revised Rules of Play and/or Oneida Gaming Minimum Internal  
400 Controls are not adopted by either the Commission or the Oneida Business  
401 Committee within six (6) months from the date the amendments are initiated  
402 by the Oneida Business Committee, the Rules of Play and/or the Oneida  
403 Gaming Minimum Internal Controls originally adopted by the Commission  
404 will remain in effect.
- 405 ~~(e)~~ To prepare proposals, including budgetary and monetary proposals, which might  
406 enable the ~~Tribe~~Nation to carry out the purpose and intent of this Ordinance, and to submit  
407 the same for consideration by the Oneida Business Committee; provided, however, that no  
408 such proposal shall have any force or effect unless it is approved by the Oneida Business  
409 Committee.
- 410 (f) To monitor and enforce all laws and regulations governing the operation and conduct  
411 of all Gaming Activities, including the ongoing monitoring of Licenses, subject to this  
412 Ordinance and/or regulations setting forth hearing or enforcement processes.
- 413 (g) To monitor and investigate all Gaming Operators for compliance with internal audits,  
414 and external audits.
- 415 (h) To inspect, examine, and photocopy all papers, books, and records of Gaming  
416 Activities and any other matters necessary to carry out the duties pursuant hereto;  
417 provided, that, all photocopies of documents ~~must~~shall be maintained in a confidential  
418 manner or in the same manner as the original.
- 419 (i) ~~To grant, deny, revoke, condition, suspend or reinstate the Licenses of Gaming~~  
420 ~~Employees, Gaming Services vendors, and Gaming Operators.~~
- 421 (j) To conduct hearings relating to Licenses issued under this Ordinance by the  
422 Commission.
- 423 (k) To review all vendors doing business with the Gaming Operator to verify that such  
424 persons or entities hold a valid License, where required, to do business with a Gaming  
425 Operator.
- 426 (l) To retain professional advisors such as attorneys, law enforcement specialists, and  
427 Gaming professionals consistent with ~~Tribal law~~the Nation's laws and practices.
- 428 (m) To arbitrate, negotiate, or settle any dispute to which it is a party, and which relates  
429 to its authorized activities.
- 430 (n) To act as the designated agent to receive all regulatory notices not included in section  
431 501.5-6 ~~of this Ordinance~~.
- 432 (o) To investigate all Regulatory Incidents.
- 433 (p) To issue warnings or notices of violation, in accordance with regulations, to Gaming  
434 Operators and Licensees for non-compliance with the Compact, Oneida Gaming Minimum  
435 Internal Controls, Rules of Play, IGRA, or this Ordinance.
- 436 (q) To make determinations regarding suitability for licensing.
- 437 (r) To establish an administrative structure by regulation to carry out its authority and  
438 responsibilities.
- 439 (s) To establish, where needed, additional processes for conducting licensing hearings  
440 by regulation.
- 441 (t) To establish and collect fees for processing License applications by regulation.
- 442 (u) To establish and impose a point system for findings of regulatory violations by any  
443 Gaming Employee by regulation.
- 444 (v) To establish and impose a fine system for findings of regulatory violations by any



445 Gaming Services vendor or permittee by regulation.

446 (w) To approve procedures that provide for the fair and impartial resolution of patron  
447 complaints.

448 501.6-15. Reporting Requirements. The Commission shall adhere to the following reporting  
449 requirements:

450 (a) A true, complete and accurate record of all proceedings of the Commission ~~must~~shall  
451 be kept and maintained;

452 (b) Complete and accurate minutes of all Commission meetings ~~must~~shall be filed with  
453 the Secretary of the Oneida Business Committee within thirty (30) days of their approval  
454 by the Commission;

455 (c) Quarterly, or as may be directed by the Oneida Business Committee, reports of the  
456 Commission's activities, including information regarding funding, income and expenses  
457 and any other matters to which the parties may agree, ~~must~~shall be submitted to the Oneida  
458 Business Committee.

459 501.6-16. Oneida Gaming Commission Personnel. The Commission, ~~or designee,~~ shall ~~hire an~~  
460 Executive Director who is ~~be~~ responsible for ~~the~~ hiring and managing ~~the of any~~ personnel of the  
461 Commission.

462 (a) The ~~Executive Director~~Commission, or designee, shall hire such personnel as is  
463 necessary to assist ~~the Commission to fulfill~~in fulfilling its responsibilities under this  
464 Ordinance, the IGRA, ~~and~~ the Compact, and all ~~governing~~ regulations, including the  
465 Oneida Gaming Minimum Internal Controls. ~~The Executive Director and~~

466 (b) All personnel of the Commission ~~must~~shall be hired through the ~~Tribe's~~Nation's  
467 regular personnel ~~procedure~~procedures and are subject to its personnel policies and salary  
468 schedules. ~~The Executive Director and~~

469 (1) All personnel of the Commission shall meet the requirements set forth in  
470 section 501.12-3 ~~of this Ordinance~~ at hiring and during employment.

471

## 472 **501.7. Gaming Surveillance: Powers, Duties and Limitations**

473 501.7-1. Purpose. The purpose of Gaming Surveillance is to observe and report Regulatory  
474 Incidents to the Commission and Gaming General Manager to provide for the regulation,  
475 operation, and compliance of Gaming Activities under this Ordinance.

476 (a) Gaming Surveillance is a department within the Commission's administrative  
477 structure and supervision ~~must~~shall be identified within the organizational chart adopted  
478 by the Commission; ~~provided that,~~ nothing in the designation of supervisory responsibility  
479 may be deemed to prohibit the responsibility of Gaming Surveillance to provide  
480 information and/or video and/or audio records to the parties identified in section 501.7-3  
481 of this Ordinance.

482 501.7-2. Gaming Surveillance shall be responsible for all Gaming surveillance activities  
483 including, but not limited to, equipment and maintenance of equipment, observation and reporting  
484 of all persons to include Gaming Employees, customers, consultants, and Gaming Services  
485 vendors.

486 501.7-3. Surveillance personnel shall provide to Senior Gaming Management, the Commission,  
487 or Gaming Security a copy of any time-recorded video and accompanying audio (if available)  
488 within twenty-four (24) hours of request.

489 501.7-4. Gaming Surveillance shall:

490 (a) Develop, implement and maintain written policies and procedures for the conduct

- 491 and integrity of the Surveillance Department.
- 492 (b) Develop, implement and maintain additional procedures governing the use and
- 493 release of the surveillance recordings or reports.
- 494 (c) Work cooperatively with the Gaming Security Department to carry out its official
- 495 duties and to coordinate its activities in order to effectuate the protection of patrons and the
- 496 assets of the Gaming Operation.
- 497 (d) Develop, implement and maintain written policies and procedures for
- 498 implementation of duties and responsibilities identified with the Oneida Gaming Minimum
- 499 Internal Controls, subject to approval by the Commission.

500

501 **501.8. [Reserved for future use.]**

502

503 **501.9. Gaming Security Department**

504 501.9-1. ~~*Purpose.*—The Gaming Security Department is a department within the Oneida Police~~

505 ~~Department.~~ *Purpose.* The purpose of the Gaming Security Department is to protect Gaming

506 assets, patrons and Gaming Employees from an activity, repeat activity, or ongoing activities

507 which could injure or jeopardize Gaming assets, patrons and Gaming Employees ~~and report these~~

508 ~~activities to the Oneida Police Department for further review and/or investigation. Provided that,~~

509 ~~all reports of the Gaming Security Department must be copied to the Commission.~~ \_\_\_\_\_

510 501.9-2. *Reporting.* ~~The Oneida Police Department~~ Internal Security Director, Gaming General

511 Manager and ~~the~~ Commission shall enter into an agreement, subject to ratification by the Oneida

512 Business Committee, ~~which describes~~ describing their responsibilities and reporting requirements

513 under this Ordinance.—

514 \_\_\_\_\_ (a) When investigations involve or uncover a possible criminal or quasi-criminal

515 activity, the Gaming Security Department shall report the activity to the Oneida Police

516 Department for further review and investigation by the Oneida Police Department under

517 its separate departmental authority. \_\_\_\_\_

518 501.9-3. The Gaming Security Department shall:

519 (a) Develop, implement and maintain written policies and procedures for the conduct

520 and integrity of Gaming Security, as identified in the Oneida Gaming Minimum Internal

521 Controls and subject to approval by the Commission.

522 (b) Develop, implement and maintain additional procedures governing the use and

523 release of the investigation reports.

524 (c) Work cooperatively with Gaming Surveillance to carry out its official duties and to

525 coordinate activities between the departments.

526 501.9-4. *Investigations.*— This section is intended to authorize report gathering, information

527 gathering, and preliminary review, to be conducted by the Gaming Security Department.

528

529 **501.10. Background Investigations**

530 501.10-1. The Human Resources Department and the Commission shall enter into an agreement,

531 subject to ratification by the Oneida Business Committee, for carrying out Background

532 Investigations for employees as required under this Ordinance.

533 501.10-2. Background Investigations ~~must~~ shall be conducted on all persons or entities as specified

534 under this Ordinance. -

535 (a) All Background Investigations ~~must~~ shall be conducted to ensure that the ~~Tribe~~ Nation

536 in its Gaming Operations may not employ or contract with persons whose prior activities,

or reputation, habits and associations pose a threat to the public interest or to the effective regulation of Gaming, or create or enhance the dangers of unsuitable, unfair or illegal practices and methods in the conduct of such Gaming. ~~The identity of any person interviewed in order to conduct a Background Investigation must be confidential.~~

(1) The identity of any person interviewed in order to conduct a Background Investigation shall be confidential.

### 501.11. Licenses, Generally

501.11-1. The Commission shall adopt procedures that ensure the efficient and orderly processing of all applications for a License.

~~(a) All Gaming Employees, Gaming Services vendors, and Gaming Operators shall apply for a License from the Commission prior to their participation in any Gaming Activity. All Gaming Facilities must be licensed by the Oneida Business Committee.~~

(b) All Gaming Facilities shall be licensed by the Oneida Business Committee.

501.11-2. *Temporary License.*- All Applicants, upon receipt by the Commission of a completed application for a License and completion of a preliminary Background Investigation, may receive a temporary license for a ninety (90) day period, unless a Background Investigation of the application demonstrates grounds to disqualify the Applicant. ~~Such~~

~~(a) A temporary license, as defined in this section, permits the Licensee to engage in such activities and pursuant to any terms and conditions imposed and specified by the Commission. The~~

(b) A temporary license is valid until either replaced by a License, the ninety (90) day temporary license period has concluded, or the temporary license is cancelled by the Commission, whichever occurs first.

501.11-3. *Revocable.*-A License is revocable only in accordance with the procedures set forth in this Ordinance.

~~(a) A Licensee has only those rights and protections regarding a License granted in this Ordinance.~~

501.11-4. All Applicants:

(a) Consent to the release of any information relevant to the Applicant's Background Investigation by any person or entity in possession of such information.

(b) Consent to the jurisdiction of the ~~TribeNation~~ and are subject to all applicable ~~TribalOneida~~, Federal, and State laws, regulations, and/or policies.

501.11-5. All Licensees are subject to ongoing review at least every two (2) years by the Commission.

501.11-6. *Status of Licenses.* The Commission shall notify the Gaming Operation of the status of all Licenses, whether temporary or permanent, including all Commission action to revoke, suspend, or condition a License.

501.11-7. *Commission Licensing Actions.*- The Commission may grant, deny, revoke, condition, suspend or reinstate all Licenses, except for Gaming Facilities Licenses, in accordance with this Ordinance.

~~(a) Authority to place conditions on a License may be exercised only upon promulgation of regulations.~~

501.11-8. *Noncompliance.*- The Commission may issue a notice of noncompliance when the Commission has developed regulations that identify procedures that notices of noncompliance may be issued to Licensees and permittees which provide an opportunity to correct actions.

§83 \_\_\_\_\_ (a) Such regulations ~~must~~shall include procedures for appeal of such notices.  
 §84 ~~Regulations~~ and may include the ability to issue fines not to exceed one thousand dollars  
 §85 (\$1000.00) per violation for Gaming Services vendors and permittees.  
 §86

### §87 **501.12. Gaming Employee License**

§88 501.12-1. *Scope of Section.*— This section applies only to Gaming Employee Licenses and  
 §89 licensing actions.

§90 501.12-2. *License Application.*— Every Applicant for a License shall file with the Commission a  
 §91 written application in the form prescribed by the Commission, duly executed and verified, which  
 §92 ~~must~~shall certify:

§93 (a) Applicant's full name and all other names used (oral or written), Social Security  
 §94 Number(s), place of birth, date of birth, citizenship, gender, and all languages (spoken or  
 §95 written).

§96 (b) Currently, and for the previous five (5) years: business and employment positions  
 §97 held, ownership interests in those businesses, business and residence addresses, and  
 §98 driver's license number(s).

§99 (c) The names and current addresses, of at least three (3) personal references, including  
 §00 one (1) personal reference, who ~~were~~was acquainted with the Applicant during each period  
 §01 of residence listed in subsection (b) above.

§02 (d) Current business and residence telephone numbers.

§03 (e) A description of any existing and previous business relationships with Indian Tribes,  
 §04 including ownership interest in those businesses.

§05 (f) A description of any existing and previous business relationship with the Gaming  
 §06 industry generally, including ownership interest in those businesses.

§07 (g) The name and address of any licensing or regulatory agency with which the Applicant  
 §08 has filed an application for a license or permit related to Gaming, whether or not such  
 §09 license or permit was granted.

§10 (h) The name and address of any licensing or regulatory agency with which the Applicant  
 §11 has filed an application for an occupational license or permit, whether or not such license  
 §12 or permit was granted.

§13 (i) For each felony conviction or ongoing prosecution or conviction, the charge, the  
 §14 name and address of the court involved, and the date and disposition, if any.

§15 (j) For each misdemeanor or ongoing misdemeanor prosecution (excluding violations  
 §16 for which jail time is not part of the potential sentence) within ten (10) years of the date of  
 §17 the application, the name and address of the court involved, and the date and disposition.

§18 (k) For each criminal charge (excluding charges for which jail time is not part of the  
 §19 potential sentence) whether or not there is a conviction, if such criminal charge is within  
 §20 ten (10) years of the date of the application and is not otherwise listed pursuant to  
 §21 subsections~~sub-sections~~ (i) or (j) of this section, the criminal charge, the name and address  
 §22 of the court involved and the date and disposition.

§23 (l) A photograph.

§24 (m) Fingerprints consistent with procedures adopted by the Commission which meet the  
 §25 criteria set forth in 25 C.F.R. section 522.2(h). ~~The Commission is the agency that takes~~  
 §26 ~~the fingerprints.~~

§27 (1) The Commission is the agency that takes the fingerprints.

§28 (n) Any other information the Commission deems relevant for a Gaming Employee

629 License.

630 (o) A statement that each Applicant has read and understands notices and the NIGC  
631 requirements relating to:

- 632 (1) The Privacy Act of 1974;  
633 (2) Fraud and False Statements Act; and  
634 (3) Fair Credit Reporting Act.

635 501.12-3. *License Qualifications*. ~~No~~ License may be granted if the Applicant:

636 (a) Is under the age of eighteen (18).

637 (b) Unless pardoned for activities under this subsection by the TribeNation, or pardoned  
638 for activities under this subsection by another Federally-recognized Indian Tribe for an  
639 action occurring within the jurisdiction of the Federally-recognized Indian Tribe, or  
640 pardoned for activities under this subsection by the state or Federal government, has been  
641 convicted of, or entered a plea of guilty or no contest to, any of the following:

- 642 (1) Any gambling-related offense;  
643 (2) Any offense involving Fraud or misrepresentation;  
644 (3) Any offense involving a violation of any provision of ~~chs.~~Chapters 562 or  
645 565, ~~Wis. Stats.,~~ of the Wisconsin Statutes, any rule promulgated by the State of  
646 Wisconsin Department of Administration, Division of Gaming, or any rule  
647 promulgated by the Wisconsin Racing Board;  
648 (4) A felony not addressed in paragraphs (1), (2), or (3), during the immediately  
649 preceding ten (10) years; or  
650 (5) Any offense involving the violation of any provision of ~~Tribe~~the Nation's  
651 law ~~regulating~~that regulates the conduct of Gaming Activities, or any rule or  
652 regulation promulgated pursuant thereto.

653 (c) Is determined to be a person whose prior activities, criminal record, reputation, habits,  
654 or associations pose a threat to the public interest or to the effective regulation and control  
655 of Gaming or create or enhance the dangers of unsuitable, unfair, or illegal practices,  
656 methods, or activities in the operation of Gaming Activities or the carrying on of the  
657 business and financial arrangements incidental thereto.

658 (d) Possesses a financial interest in or management responsibility for any Gaming  
659 Activity or Gaming Services vendor, or he or she has any personal, business, or legal  
660 relationship which places him or her in a conflict of interest as defined in this Ordinance  
661 or the Nation's Conflict of Interest ~~Policy~~law.

662 (e) Each person licensed as a Gaming Employee has a continuing obligation to inform  
663 the Commission immediately upon the existence of any circumstance or the occurrence of  
664 any event which may disqualify him or her from being licensed as a Gaming Employee.

665 (1) Failure to report any such occurrence may result in suspension or revocation  
666 of the Gaming Employee's License.

667 501.12-4. *Initial Eligibility Determination*.

668 (a) Based on the results of the preliminary Background Investigation, the Commission  
669 shall make an initial determination regarding an Applicant's eligibility and either:

- 670 (1) Grant a temporary license, with or without conditions, to the Applicant; or  
671 (2) Deny the License application and provide notice to the Applicant that he or  
672 she may request a hearing regarding the decision consistent with subsection (b)  
673 below.

674 (b) If the Commission determines that an Applicant is ineligible for a License, the



- 675 Commission shall notify the Applicant.
- 676 (1) The Commission shall set forth regulations for an Applicant to review any
- 677 information discovered during the preliminary Background Investigation prior to
- 678 scheduling a hearing under section 501.12-10. ~~The suspension or revocation~~
- 679 ~~hearing provisions set forth at section 501.12-9 do not apply to Initial Eligibility~~
- 680 ~~Determinations.~~ of this Ordinance.
- 681 (2) ~~The suspension or revocation hearing provisions set forth at section 501.12-9~~
- 682 ~~of this Ordinance do not apply to Initial Eligibility Determinations.~~
- 683 501.12-5. *Eligibility Determination and Notification to NIGC.* -When a Gaming Employee begins
- 684 employment at a Gaming Operation, the Commission shall:
- 685 (a) Require the Gaming Employee to submit a completed application for employment
- 686 that contains the notices and information listed in section 501.12-2 of this Ordinance;
- 687 (b) Review the Background Investigation of the Gaming Employee;
- 688 (1) Within sixty (60) days after a Gaming Employee begins employment at a
- 689 Gaming Facility under a temporary license, the Commission shall make an
- 690 eligibility determination regarding whether the Gaming Employee may receive a
- 691 License based upon the results of the Background Investigation.
- 692 (c) Create an investigative report based on each Background Investigation performed;
- 693 (1) The investigative report ~~must~~shall include the steps in conducting the
- 694 Background Investigation, results obtained, conclusions reached and the basis for
- 695 those conclusions.
- 696 (d) Prior to issuing a License to a Gaming Employee and within sixty (60) days after the
- 697 Gaming Employee begins employment at a Gaming Facility, submit a notice of results of
- 698 the Background Investigation to the NIGC for inclusion in the Indian Gaming Individual
- 699 Record System. ~~The notice of results must include the following, provided that any~~
- 700 ~~additional or alternate information must be forwarded as directed in regulations or rules~~
- 701 ~~adopted by NIGC; and~~
- 702 (1) ~~The notice of results shall include the following, provided that any additional~~
- 703 ~~or alternate information shall be forwarded as directed in regulations or rules~~
- 704 ~~adopted by the NIGC:~~
- 705 (A) ~~The Gaming Employee's name, date of birth, and social security~~
- 706 ~~number.~~ Social Security Number;
- 707 ~~(B)~~ (B) ~~The date on which the Gaming Employee began employment;~~
- 708 ~~(C)~~ (C) ~~A summary of the information presented in the investigative report,~~
- 709 ~~including:~~
- 710 ~~(A)~~ (i) ~~License(s) that have previously been denied;~~
- 711 ~~(B)~~ ii) ~~Gaming licenses that have been revoked, even if~~
- 712 ~~subsequently reinstated;~~
- 713 ~~(C)~~ iii) ~~Every known criminal charge brought against the Gaming~~
- 714 ~~Employee within the last ten (10) years of the date of the application;~~
- 715 and
- 716 ~~(D)~~ iv) ~~Every felony of which the Gaming Employee has been~~
- 717 ~~convicted or any ongoing prosecution.~~
- 718 (4) ~~a~~ (D) A copy of the eligibility determination made under section 501.12-5
- 719 (b) of this Ordinance.
- 720 (e) All applications, Background Investigations, investigative reports, suitability



721 determinations, findings and decisions of the Commission ~~must~~shall be retained in the  
722 Commission's files for a period of at least three (3) years from the date the Gaming  
723 Employee's employment is terminated.

724 501.12-6. *License Issuance.* -The Commission may issue a License to a Gaming Employee at any  
725 time after providing the NIGC with a notice of results as required under section 501.12-5(d); of  
726 this Ordinance; however, a Gaming Employee who does not have a License ninety (90) days after  
727 the start of employment ~~must~~shall have his or her employment terminated.

728 (a) The Commission shall notify the NIGC of the issuance or denial of a License to a  
729 Gaming Employee within thirty (30) days after the License is issued or denied.

730 ~~(a)~~(b) Any Gaming Employee License issued under this section is effective from the date  
731 of issuance and ~~must~~shall contain the Gaming Employee's photograph, the Gaming  
732 Employee's name, and the date that the License became effective.

733 (1) If a Gaming Employee is promoted, transferred, reassigned, or the position is  
734 reclassified, the Gaming Employee shall notify in writing the Commission, and the  
735 Commission shall review the Gaming Employee's License.

736 (c) The Commission retains the right to grant, deny, revoke, condition, suspend, or  
737 reinstate Licenses subject to the right to appeal the decision under the processes set forth  
738 in this Ordinance.

739 501.12-7. *Requirement to Wear License.* -During working hours, all Licensees shall wear their  
740 License in a conspicuous place that is plainly visible by all employees, the Nation's Gaming  
741 patrons and surveillance.

742 501.12-8. *NIGC Review.*

743 (a) During a thirty (30) day period, beginning when the NIGC receives a notice of results  
744 submitted pursuant to section 501.12-5(d) above, the Chairman of the NIGC may request  
745 additional information from the Commission concerning the Gaming Employee.

746 (1) Such a request suspends the thirty (30) day period until the Chairman receives  
747 the additional information.

748 (b) If, within the thirty (30) day period after the NIGC receives the notice of results, the  
749 NIGC notifies the Commission that it has no objection to the issuance of a License, and  
750 the Commission has not yet issued a License to the Gaming Employee, the Commission  
751 may grant the License to the Gaming Employee.

752 (c) If, within the thirty (30) day period after the NIGC receives the notice of results, the  
753 NIGC provides the Commission with a statement itemizing objections to the issuance of a  
754 License, the Commission shall reconsider the application, taking into account the  
755 objections itemized by the NIGC.

756 (1) The Commission shall make the final decision whether to issue a License to  
757 the Gaming Employee, or if the Gaming Employee has already been licensed,  
758 whether to suspend or revoke the License in accordance with section 501.12-9 of  
759 this Ordinance.

760 (d) Upon receipt of notification from the NIGC that a Gaming Employee who has already  
761 been licensed is not eligible for employment, the Commission shall immediately suspend  
762 the License in accordance with section 501.12-9 of this Ordinance.

763 501.12-9. *Suspension or Revocation of Licenses.* -Except as provided in section 501.12-8(d) or  
764 501.12-9(c); of this Ordinance, no License may be suspended or revoked except after notice and  
765 opportunity for hearing.

766 (a) Basis for Licensing Action. -The Commission may suspend, condition, or revoke any

- 767 License issued under this Ordinance if:
- 768 (1) After the issuance of a License, the Commission receives from the NIGC or
- 769 other source reliable information indicating that a Gaming Employee is not eligible
- 770 for a License under section 501.12-3 ~~of this Ordinance;~~ or such information would
- 771 justify the denial of the renewal of any License, the Commission shall issue a
- 772 written notice of suspension;
- 773 (2) The Commission issues a written notice of suspension demonstrating that the
- 774 Licensee:
- 775 (A) Has knowingly made a materially false or misleading statement in any
- 776 application for a License, in any amendment thereto, or in response to a
- 777 request by the Commission for supplemental information or in connection
- 778 with any investigation of the Commission;
- 779 (B) Has knowingly promoted, played, or participated in any ~~gaming~~
- 780 ~~activity~~Gaming Activity operated in violation of the Compact,
- 781 ~~Tribal~~Oneida or federal law, and this Ordinance;
- 782 (C) Has bribed ~~or,~~ attempted to bribe, or has received a bribe from,
- 783 Commissioner or any other person in an attempt to avoid or circumvent any
- 784 applicable law;
- 785 (D) Has falsified any books or records relating to any transaction
- 786 connected with the operation of ~~a~~ Gaming Activity;
- 787 (E) Has refused to comply with any lawful directive of the ~~Tribe,~~
- 788 ~~the~~Nation, Federal government, or any court of competent jurisdiction; or
- 789 (F) Has been convicted of, or entered a plea of guilty or no contest to, a
- 790 crime involving the sale of illegal narcotics or controlled substances.
- 791 (b) Suspension Notice. ~~The Commission's notice of suspension ~~must~~shall~~ be in writing
- 792 and ~~must~~shall, at a minimum, notify the Licensee of the following:
- 793 (1) The Licensee's right to review a file prior to any hearing regarding the notice
- 794 of suspension, and to make copies of any documents contained in that file;
- 795 (2) The Licensee's right to request a hearing on the proposed licensing action, to
- 796 present documents and witness testimony at that hearing, ~~and~~ to be represented by
- 797 counsel;
- 798 (3) The specific grounds upon which the proposed licensing action is based,
- 799 including citations to relevant sections of this Ordinance, the IGRA, ~~and~~ any
- 800 applicable ~~Regulations~~regulations and/or the Compact; and
- 801 (4) The time and place set by the Commission for the Licensee's hearing.
- 802 (c) Immediate Suspension. ~~If, in the judgment of the Commission, the public interest,~~
- 803 and effective regulation and control of Gaming Activities requires the immediate exclusion
- 804 of a Licensee, the Commission may immediately suspend a License prior to the conduct of
- 805 a hearing on the matter.
- 806 (1) Such an immediate suspension may take effect upon service of the notice of
- 807 immediate suspension.
- 808 (d) Any notice of suspension or notice of immediate suspension ~~must~~shall set forth the
- 809 times and dates for when the Licensee may review his or her file and the date for a hearing
- 810 on any proposed licensing action.
- 811 (e) Within fifteen (15) business days after a hearing, the Commission shall issue a final
- 812 written licensing decision and decide whether to suspend, uphold an immediate suspension,

- §13 revoke, or take other action concerning a License. -
- §14 (1) If the License was suspended, conditioned or revoked based on information
- §15 from the NIGC or other source under section 501.12-8(d) or 501.12-9(a)(1~~);~~) of this
- §16 Ordinance, the Commission shall forward a copy of its decision to the NIGC within
- §17 forty-five (45) days of receiving the NIGC's or the other source's notification
- §18 indicating that a Gaming Employee is not eligible for a License.
- §19 (f) If a Licensee fails to appear for his or her hearing before the Commission, that right
- §20 is deemed to have been waived and the Commission will proceed on the proposed licensing
- §21 action by default.
- §22 (g) Unless identified in this Ordinance or regulations of the Commission, the hearing
- §23 processes set forth in the ~~Tribe's administrative procedures law~~ Nation's Administrative
- §24 Procedures Act shall apply.
- §25 501.12-10. ~~Original Hearing Body.~~ Any person aggrieved by a licensing decision of the
- §26 Commission may appeal the decision by filing a request for an original hearing before the
- §27 Commission.
- §28 (a) The Licensee may file any such request with the Commission in writing on or before
- §29 the fifteenth (15th) day following receipt of the Commission's decision.
- §30 (b) The Commission shall certify the record, developed in accordance with section
- §31 501.12-4 or 501.12-9(a~~);~~) of this Ordinance, within thirty (30) days of the date of the filing
- §32 of the request for an original hearing. ~~The~~
- §33 (c) Those Commissioners serving on the original hearing body may not include the
- §34 Commissioners who participated in the licensing decision from which the original hearing
- §35 is scheduled.
- §36 (d) The Commission may ~~determine~~ decide to review the decision solely on the licensing
- §37 decision record and briefs filed regarding the request for reconsideration. -
- §38 (1) The Commission may also, in its sole discretion, grant oral ~~argument.~~
- §39 arguments.
- §40 (e) The Commission shall issue a written decision determining whether to uphold the
- §41 Commission's licensing decision, including whether to revoke or reinstate a License,
- §42 within one hundred twenty (120) days from receipt of the request for the original hearing.
- §43 (1) The Commission's decision is considered an original hearing decision and an
- §44 appeal may be made to the Judiciary as an appeal of an original hearing body.
- §45 501.12-11. ~~Notice to Oneida Business Committee.~~ Prior to any suspension or revocation of a
- §46 License of the ~~gaming general manager~~ Gaming General Manager, the Commission shall provide
- §47 notice to the Oneida Business Committee twenty-four (24) hours prior to the issuance of the
- §48 suspension or revocation.
- §49 501.12-12. ~~Record of Proceedings.~~ The Commission shall maintain a complete and accurate
- §50 record of all licensure proceedings.
- §51 501.12-13. ~~Revocation of a License is solely limited to the licensing matter.~~ Employment related
- §52 processes resulting from revocation of a License are determined solely through the personnel
- §53 processes and procedures of the ~~Tribe~~ Nation and are not licensing matters governed by this
- §54 Ordinance.
- §55
- §56 **501.13. Gaming Services Licensing and Non-Gaming Services Permitting**
- §57 501.13-1. Scope of Section. This section applies to all individuals and entities providing Gaming
- §58 Services.

- §59 \_\_\_\_\_ (a) The requirements of this Section are in addition to, and do not alter or amend any  
 §60 requirements imposed by the ~~Oneida Nation's~~ Vendor Licensing ~~Law~~law.<sup>2</sup>
- §61 501.13-2. ~~\_\_\_ Gaming Services License or Non-Gaming Services Permit Required.~~
- §62 (a) ~~\_\_\_ Gaming Services License.-~~ Any Gaming Services vendor providing Gaming related  
 §63 contract goods or services as defined under Article VII(A) of the Compact to the Gaming  
 §64 Operation shall possess a valid Gaming Services License.
- §65 (b) ~~\_\_\_ Non-Gaming Services Permit.-~~ Any vendor providing non-gaming related goods or  
 §66 services to the Gaming Operation shall possess a valid Non-Gaming Services permit.
- §67 (c) ~~\_\_\_ Determinations regarding the issuance of a License or permit under this section~~  
 §68 ~~mustshall~~ be made by the Commission which may be subject to requests for reconsideration  
 §69 by the Gaming Services vendor within fourteen (14) business days of receipt by the  
 §70 Gaming Services vendor of the notice of License or permit determination.
- §71 501.13-3. ~~\_\_\_ Approved Gaming Services Vendor List.-~~ The Commission shall maintain an updated  
 §72 and complete list of all Gaming Services vendors that possess current and valid Gaming Services  
 §73 Licenses or Non-Gaming Services permits from the Commission, which is known as the Approved  
 §74 License and Permit List.
- §75 \_\_\_\_\_ (a) Gaming Operations may only do business with vendors that possess valid and current  
 §76 Gaming Services Licenses or Non-Gaming Services permits and who appear on the  
 §77 Approved License and Permit List.
- §78 501.13-4. ~~\_\_\_ Gaming Services License/Permit Application.-~~ Every Applicant for a License or  
 §79 permit shall file with the Commission a written application in the form prescribed by the  
 §80 Commission, duly executed and verified, which ~~mustshall~~ provide and certify the following:  
 §81 ~~Provided that; provided,~~ Non-Gaming Services vendors with less than two thousand five hundred  
 §82 dollars (\$2,500.00) in services for the prior fiscal year are only required to file a notice of doing  
 §83 business with the Commission:
- §84 (a) ~~\_\_\_~~ The Applicant's name and mailing address;
- §85 (b) ~~\_\_\_~~ The names and addresses of each officer or management official of the Applicant;
- §86 (c) ~~\_\_\_~~ A copy of the Applicant's articles of incorporation and ~~by laws~~bylaws, or if not a  
 §87 corporation, the Applicant's organizational documents;
- §88 (d) ~~\_\_\_~~ Identification of an agent of service for the Applicant;
- §89 (e) ~~\_\_\_~~ The name and address of each person having a direct or indirect financial interest in  
 §90 the Applicant;
- §91 (f) ~~\_\_\_~~ The nature of the License or permit applied for, describing the activity to be engaged  
 §92 in under the License or permit;
- §93 (g) ~~\_\_\_~~ Explicit and detailed disclosure of any criminal record, including any delinquent  
 §94 taxes owed to the United States, or any state, of the Applicant, any person involved in the  
 §95 organization, and any person of interest whose name appears or is required to appear on  
 §96 the application;
- §97 (h) ~~\_\_\_~~ Whether the Applicant is or has been licensed by the ~~state~~State of Wisconsin Office  
 §98 of Indian Gaming Regulation and Compliance and, if applicable, proof of current licensure;
- §99 (i) ~~\_\_\_~~ Whether the Applicant has been licensed in the ~~state~~State of New Jersey, Nevada, or  
 900 by any other gaming jurisdiction, including any Indian Tribe or Tribal governmental  
 901 organization and, if so, proof of such licensure and the status of any such License;

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<sup>2</sup> See also Appendix 1. Vendor Licensing/Permit.

- §02 (j) Whether the Applicant has been denied a License by any gaming jurisdiction and, if  
 §03 so, the identity of the jurisdiction, the date of such decision and the circumstances  
 §04 surrounding that decision;  
 §05 (k) Whether any License held by the Applicant has been refused renewal, conditioned,  
 §06 suspended or revoked by an issuing authority and, if so, the circumstances surrounding that  
 §07 action;  
 §08 (l) A statement of waiver allowing the ~~Tribe~~Nation to conduct a Background  
 §09 Investigation of the Applicant and any person whose name appears or is required to appear  
 §10 on the application;  
 §11 (m) Whether the Applicant or any person whose name appears or is required to appear on  
 §12 the application has or has had any business with the ~~Tribe~~Nation or any business or  
 §13 personal relationship with any of the ~~Tribe's~~Nation's officers or employees;  
 §14 (n) The name and contact information for all Tribes or Tribal organizations with whom  
 §15 the Applicant or any person whose name appears or is required to appear on the application  
 §16 has done business;  
 §17 (o) Whether the Applicant or any person whose name appears or is required to appear on  
 §18 the application maintains any involvement in the business of wholesale distribution of  
 §19 alcoholic beverages;  
 §20 (p) A statement that the Applicant has read and understands notices and ~~the~~ NIGC  
 §21 requirements relating to:  
 §22 (1) The Privacy Act of 1974;  
 §23 (2) False statements; and  
 §24 (3) The Fair Credit Reporting Act.  
 §25 (q) All additional information necessary to allow the Commission to investigate the  
 §26 Applicant and any person whose name appears or is required to appear on the application.  
 §27 501.13-5. Signature on Application. -Applications for Licenses or permits ~~must~~shall be signed  
 §28 by the following person:  
 §29 (a) For companies and corporations (both for profit and non-profit), the highest ranking  
 §30 official of the corporation, or ~~another~~other person to whom the authority to execute the  
 §31 ~~Application~~application has been properly delegated.  
 §32 (b) For a sole proprietorship, the principal owner.  
 §33 (c) For a partnership, all partners.  
 §34 (d) For a limited partnership, the general partner or partners.  
 §35 501.13-6. Incomplete Applications. - Applications that do not contain all information requested,  
 §36 including proper signatures, will be considered incomplete. -  
 §37 (a) Incomplete applications will not be considered by the Commission.  
 §38 (b) The Commission shall notify an Applicant if an application is incomplete and what  
 §39 additional information is necessary to complete the application.  
 §40 (1) If an Applicant who has submitted an incomplete application, and been  
 §41 notified of the deficiency in that application, fails to provide the information  
 §42 requested by the Commission, the application will be returned to the Applicant and  
 §43 the file closed.  
 §44 501.13-7. Supplemental Information. -The Commission may, in its discretion, request  
 §45 supplemental information from the Applicant.  
 §46 (a) Supplemental information requested by the Commission ~~must~~shall be promptly  
 §47 submitted by the Applicant.



\_\_\_\_\_ (1) An Applicant's failure or refusal to submit supplemental information requested by the Commission may constitute grounds for the denial of the application.

501.13-8. *Continuing Duty to Provide Information.* - Applicants, permittees, and Licensees owe a continuing duty to provide the Commission with information and materials relevant to the Applicant's, permittee's, or Licensee's character or fitness to be licensed, including but not limited to any change in the licensing or permitting status of the Applicant, permittee, or Licensee in any foreign jurisdiction.

\_\_\_\_\_ (a) An Applicant's, permittee's, or Licensee's failure to notify the Commission promptly of inaccuracies on an application or new information or materials relevant to ~~the Applicant~~ him or her may constitute grounds to deny, suspend or revoke a License or permit.

501.13-9. *Background Investigations.* -Background Investigations for Gaming Services vendors ~~must~~ shall be conducted as follows:

(a) *Gaming Related Equipment Gaming Services Vendors under Fifty Thousand Dollars (\$50,000.00) in Goods and/or Services Annually.* -The Commission shall conduct the Background Investigations that are sufficient to determine the eligibility for licensing of all Gaming Services vendors that provide or anticipate providing under fifty thousand dollars (\$50,000.00) in goods and services annually.

(b) *Gaming Related Equipment Gaming Services Vendors over Fifty Thousand Dollars (\$50,000.00) in Goods and/or Services Annually.* -The Commission shall review the background investigation conducted by the Wisconsin Office of Indian Gaming Regulation, and shall conduct any necessary additional Background Investigation to ensure that the ~~state~~ State background investigation is complete and current.

(c) *Other Non-Gaming Related Goods and/or Services Gaming Services Vendors.* - The Commission shall conduct Background Investigations on a sufficient number of randomly selected applications in order to verify the accuracy of all applications. ~~The random selection process must be identified by regulation of the Commission.~~

\_\_\_\_\_ (1) The random selection process shall be identified by regulation of the Commission.

501.13-10. *Licensing Action in a Foreign Jurisdiction.* -If the ~~states~~ States of Wisconsin, New Jersey, Nevada or any other gaming jurisdiction ~~refuses~~ refuse to renew a License or permit, or conditions, suspends, or revokes the License or permit of an Applicant, permittee, or Licensee, such action may constitute grounds for similar action by the Commission.

501.13-11. *Claim of Privilege.* - At any time during the licensing or permitting process, the Applicant may claim any privilege afforded by law.

\_\_\_\_\_ (a) An Applicant's claim of privilege with respect to the production of requested information or documents or the provision of required testimony or evidence may constitute grounds for the denial, suspension or revocation of a License or permit.

501.13-12. *Withdrawal of an Application.* - An Applicant may request to withdraw an application by submitting a written request to the Commission.

\_\_\_\_\_ (a) The Commission retains the right, in its exclusive discretion, to grant or deny a request for withdrawal.

\_\_\_\_\_ (b) An Applicant who withdraws an application is precluded from ~~reapplying~~ re-applying for a Gaming Services License or Non-Gaming Services permit for a period of one (1) year from the date the application was withdrawn.



501.13-13. *Suspension or Revocation of Gaming Services Licenses or Permits.* –Except as provided in section 501.13-13(c), ~~of this Ordinance,~~ no License or permit may be suspended or revoked except after notice and opportunity for hearing.

(a) *Basis for Licensing or Permitting Action.* –The Commission may suspend, modify, or revoke any Gaming Services License or Non-Gaming Services permit issued under this Ordinance if, after issuance of the License or permit, the Commission receives reliable information that would justify denial of the issuance or renewal of a License or permit, or if the Commission determines that the Licensee or permittee has:

- (1) ~~Knowingly~~ made a materially false or misleading statement in any application for a License or permit, in any amendment thereto, or in response to a request by the Commission for supplemental information or in connection with any investigation of the Commission;
- (2) ~~Knowingly~~ promoted, played, or participated in any Gaming Activity operated in violation of the Compact, ~~or any Tribal~~ law of the Nation, or other applicable law;
- (3) ~~Bribed~~ or attempted to bribe a Commissioner or any other person in an attempt to avoid or circumvent any applicable law;
- (4) ~~Falsified~~ any books or records relating to any transaction connected with operation of a Gaming Activity;
- (5) ~~Refused~~ to comply with a lawful directive of the ~~Tribal~~ Nation, the federal government, or any court of competent jurisdiction; or
- (6) ~~Been convicted of,~~ or entered a plea of guilty or no contest to, a crime involving the sale of illegal narcotics or controlled substances.

(b) *Suspension Notice.* –The Commission shall provide a Licensee or permittee with written notice of suspension, which ~~must~~ shall, at a minimum, notify the Licensee or permittee of the following:

- (1) ~~The Licensee's or permittee's right to conduct a file review prior to any hearing regarding the notice of suspension, and to make copies of any documents in that file;~~
- (2) ~~The Licensee's or permittee's right to present documents and witness testimony at the hearing and to be represented by counsel;~~
- (3) ~~The specific grounds upon which the suspension is based, including citations to relevant sections of this Ordinance, the IGRA, any applicable regulations and/or the Compact; and~~
- (4) ~~The time and place set by the Commission for the Licensee's or permittee's file review and hearing.~~

(c) *Immediate Suspension.* –If, in the judgment of the Commission, the public interest, and effective regulation and control of others require the immediate exclusion of a Licensee or permittee, the Commission may immediately suspend a License or permit prior to a hearing on the matter. ~~Such an immediate suspension takes effect upon service of the notice of immediate suspension.~~

(1) Such an immediate suspension takes effect upon service of the notice of immediate suspension.

(d) *File Review and Hearing.* –Any notice of suspension or notice of immediate suspension ~~must~~ shall set forth the time and date for the Licensee or permittee to conduct a file review and for a hearing.

1040 (e) *Final Written Decision.*— Within fifteen (15) business days after a hearing, the  
 1041 Commission shall issue a final written decision and decide whether to suspend, uphold an  
 1042 immediate suspension, revoke, or take other action concerning a License or permit.

1043 (f) *Default.*— If a Licensee or permittee fails to appear for his or her hearing before the  
 1044 Commission, that right is deemed to have been waived and the Commission will proceed  
 1045 on the proposed licensing action by default.

1046 (g) *Unless identified in this Ordinance or regulations of the Commission, the hearing*  
 1047 *processes set forth in the Oneida Nation's Administrative Procedures Act shall apply.*

1048 501.13-14. *Original Hearing Body.*— Any person aggrieved by a licensing or permitting decision  
 1049 of the Commission may appeal the decision by filing a request for an original hearing before the  
 1050 Commission.

1051        (a) The Applicant, Licensee or permittee may file such request with the Commission in  
 1052 writing on or before the fifteenth (15<sup>th</sup>) day following the receipt of the Commission's  
 1053 decision.

1054        (b) The Commission shall certify the record, developed in accordance with section  
 1055 501.13-9 or 501. 13 -13(a), of this Ordinance, within thirty (30) days of the date of the  
 1056 filing ~~on~~of the request for an original hearing. ~~The~~

1057        (1) Those Commissioners participating in the initial licensing or permitting  
 1058 decision may not participate in the original hearing.

1059        (c) The Commission may determine to review the decision solely on the licensing or  
 1060        permitting decision record and briefs filed regarding the request for reconsideration.

1061        (1) The Commission may also, in its sole discretion, grant oral ~~argument.~~  
 1062        arguments.

1063        (d) The Commission shall issue a written decision within one hundred twenty (120) days  
 1064 from receipt of the request for the original hearing.

1065        (1) The Commission's decision is considered an original hearing decision and an  
 1066 appeal may be made to the Judiciary as an appeal of an original hearing body.

1067

#### 1068 **501.14. Gaming Facility License**

1069 501.14-1.        The construction and maintenance of any Gaming Facility, and the operation of  
 1070 Gaming Activities, ~~must~~shall be conducted in a manner which adequately protects the environment  
 1071 and the public health and safety, and ~~must~~shall comply with requirements of the Compact and all  
 1072 other applicable health, safety, and environmental standards.

1073 501.14-2.        The Oneida Business Committee ~~must~~shall receive, review and grant or deny any  
 1074 application for licensing any Gaming Facilities located within the Reservation. Applicants shall  
 1075 provide the Oneida Business Committee sufficient information to show the following:

1076 (a)        The Gaming Facility meets all applicable ~~Federal and Tribal~~ health and safety  
 1077 standards of the Nation and Federal government.

1078 (1)        To show compliance with applicable health and safety standards, Gaming  
 1079 Operator shall submit certified copies of Compliance Certificates issued by the  
 1080 agencies responsible for the enforcement of the health and safety standards.

1081 (2)        If health and safety standards are not met, proof ~~must~~shall be submitted by  
 1082 Gaming Operator that the Gaming Facility is in the process of improvements which  
 1083 will place the Gaming Facility in compliance with the applicable standards.

1084 (b)        The Gaming Facility meets applicable ~~federal and Tribal~~ environmental standards of  
 1085 the Nation and Federal government.

1086 (1) To show compliance with applicable environmental standards, Gaming  
 1087 Operator shall submit certified copies of an Environmental Assessment of the  
 1088 Gaming Facility which were prepared by the agency responsible for the  
 1089 enforcement of applicable environmental standards.

1090 (2) If the applicable environmental standards are not met, proof ~~must~~shall be  
 1091 submitted by Gaming Operator that Remediation of the Gaming Facility is being  
 1092 actively sought which will place the Gaming Facility in compliance with the  
 1093 applicable standards.

1094 501.14-3. Upon receipt and review of the above information, the Oneida Business Committee  
 1095 shall deliberate and either grant or deny for failure to meet the requirements of protecting the health  
 1096 and safety of patrons, public and employees of a Gaming Facility License to the Applicant.

1097 (a) The Oneida Business Committee shall submit to the NIGC a copy of each Gaming  
 1098 Facility License issued.

1099 501.14-4. If the Oneida Environmental, Health and Safety Department notifies the Oneida  
 1100 Business Committee that a Gaming Facility will be closed by a governmental agency with proper  
 1101 authority due to environmental, health or safety concerns, the Oneida Business Committee shall  
 1102 suspend the License of the Gaming Facility.

1103 (a) The Oneida Business Committee shall re-License the Gaming Facility after receiving  
 1104 the information required in section 501.14-2 of this Ordinance.

1105

### 1106 **501.15. Gaming Operator License**

1107 501.15-1. Consent to Jurisdiction. ~~The~~ application for License and the conduct of Gaming  
 1108 within the jurisdiction of the ~~Tribe~~Nation is considered consent to the jurisdiction of the  
 1109 ~~Tribe~~Nation in all matters arising from the conduct of Gaming, and all matters arising under any  
 1110 of the provisions of this Ordinance or other ~~Tribal~~laws of the Nation.

1111 501.15-2. License Required. ~~No~~ Gaming Operator may conduct Gaming Activity unless such  
 1112 entity holds a valid and current Gaming Operator License issued by the Commission.

1113 501.15-3. Types of Licenses. ~~The~~ Commission may issue each of the following types of Gaming  
 1114 Operator Licenses:

1115 (a) Tribally-Owned or Tribally-Operated Class II. ~~This~~ License is required of all  
 1116 Tribally-owned or Tribally-operated Gaming Operations operating one or more Class II  
 1117 Gaming Activities.

1118 (b) Tribally-Owned or Tribally-Operated Class III. ~~This~~ License is required ~~for~~of all  
 1119 Tribally-owned or Tribally-operated Gaming Operations operating one or more Class III  
 1120 Gaming Activities.

1121 501.15-4. Gaming Operator License Qualifications. ~~The~~ Commission shall issue a Gaming  
 1122 Operator License to any Gaming Operation if:

1123 (a) The Gaming Operation is to be located within the Reservation, or land taken into trust  
 1124 after October 17, 1988, for Gaming purposes;

1125 (b) The Gaming Activity proposed to be played at the Gaming Operation is Class II or  
 1126 Class III Gaming as defined by this Ordinance and IGRA; and

1127 (c) The proposed Gaming Operation is authorized by a resolution of the Oneida Business  
 1128 Committee.

1129 501.15-5. Provisions of General Applicability to All Gaming Operators.

1130 (a) Site and Gaming Operator Specified. ~~Each~~ Gaming Operator License may be  
 1131 applicable only to one (1) Gaming Operation and the Gaming Facility named on the

- 1132 License.
- 1133 (b) License Not Assignable. -No Gaming Operator License may be sold, lent, assigned or
- 1134 otherwise transferred.
- 1135 (c) Regulations Posted or Available. -Each Gaming Operator ~~must~~shall have a copy of
- 1136 this Ordinance and any regulations promulgated thereunder available for inspection by any
- 1137 person at each Gaming Facility.
- 1138 (d) Display of License. -Each Gaming Operator ~~must~~shall prominently display its License
- 1139 at each Gaming Facility.
- 1140 501.15-6. Grandfathered Gaming Facilities.- All Gaming Operators operating on the effective
- 1141 date of July 5, 2007, are hereby granted a License under this section.
- 1142 501.15-7. License Application Fees and License Taxes. -No application fees or License taxes
- 1143 may be required by the TribeNation for a Gaming Operator License.
- 1144 501.15-8. Closure of a Gaming Operation.- If the Commission finds that any Gaming Operation
- 1145 is operating in violation of this Ordinance, or otherwise presents a threat to the public, the
- 1146 Commission shall immediately notify the Oneida Business Committee.
- 1147 (a) The Oneida Business Committee may close any Gaming Operation temporarily or
- 1148 permanently at any time with or without cause, at its sole discretion.

#### 1149 **501.16. Games**

- 1151 501.16-1. Class II and Class III Games are hereby authorized by this Ordinance.
- 1152 501.16-2. Gaming Procedures. -Games operated under this Ordinance ~~must~~shall be consistent
- 1153 with the Compact and any amendments thereto and the Internal Control Standards and Rules of
- 1154 Play of the Gaming Operation.
- 1155 501.16-3. Who May Not Play. -It is the policy of the TribeNation that particular Gaming
- 1156 Employees, employees of the Commission, particular governmental officials, and consultants who
- 1157 directly advise the Commission or employees at Gaming Facilities regarding gaming related
- 1158 activities may not participate in Gaming Activities conducted at Gaming Operations.
- 1159 (a) At a minimum, members of the Oneida Business Committee, the Commission, the
- 1160 ~~gaming general manager~~Gaming General Manager, assistant gaming general managers,
- 1161 directors of individual Games and assistant directors of individual Games may not
- 1162 participate in any Gaming Activity within the Reservation.
- 1163 ~~(a)-b)~~ The Oneida Business Committee may identify by resolution additional positions
- 1164 restrictions on Gaming Activity conducted at Gaming Facilities. ~~Such resolution must be~~
- 1165 ~~on file with the Commission.~~
- 1166 ~~(b)~~ (1) Such resolution shall be on file with the Commission.
- 1167 (c) The Commission and Senior Gaming Management shall each develop and maintain
- 1168 their own standard operating procedure identifying other positions and any applicable
- 1169 restrictions on Gaming Activity conducted at Gaming Facilities. ~~The standard operating~~
- 1170 ~~procedure and the list of positions must be on file with the Commission.~~
- 1171 (1) The standard operating procedure and the list of positions shall be on file with
- 1172 the Commission.

#### 1173 **501.17. Allocation of Gaming Funds**

- 1174 501.17-1. Net Gaming revenues may only be used for the following purposes:
- 1175 (a) To fund Tribal government operations, programs, or services ~~of the Nation;~~
- 1176 (b) To provide for the general welfare of the TribeNation and its members; provided, that
- 1177

- per capita payments may only be made pursuant to an approved revenue allocation plan;
- (c) ~~To promote Tribal~~ economic development; of the Nation;
- (d) ~~To contribute to charitable organizations;~~
- (e) ~~To assist in funding operations of other local governments;~~
- (f) ~~To fund programs designed to provide education, referrals, and treatment of Gaming addiction disorders;~~ and
- (g) Any ~~\_\_\_\_\_~~ For any other purpose as determined by the Oneida General Tribal Council or the Oneida Business Committee which is not inconsistent with the Oneida Nation Constitution ~~of the Tribe~~ and IGRA.

**501.18. Audits**

501.18-1. Annual Audit. ~~-An annual audit of each Gaming Operation must~~shall be conducted by an independent, certified public accounting firm according to generally accepted accounting principles. ~~Copies of the annual audit must be provided to the Oneida Business Committee, the Oneida Audit Committee, the Commission, and the NIGC by said certified public accounting firm.~~

~~(a)~~ (a) Copies of the annual audit shall be provided to the Oneida Business Committee, the Nation’s Audit Committee, the Commission, and the NIGC by said certified public accounting firm.

(b) All contracts for supplies, services, or concessions for the Gaming Operations in excess of twenty-five thousand dollars (\$25,000.00) are subject to audit as prescribed in this section. ~~Contracts for legal services and accounting services are exempt from this requirement of the Ordinance.~~

(1) Contracts for legal services and accounting services are exempt from this requirement.

501.18-2. Other Audits. ~~-All audits, other than the annual audit under section 501.18-1,~~must of this Ordinance, shall be conducted pursuant to the Oneida Nation’s Internal Audit ~~Law~~law or any other applicable law of the TribeNation, and other audits authorized under the Compact.

501.18-3. Request for Audits. ~~-Any audit, except the annual audit~~ which that is mandated by IGRA, may be authorized at any time by the Oneida General Tribal Council, the Oneida Business Committee or the Oneida Nation’s Audit Committee.

**501.19. Enforcement and Penalties**

501.19-1. No individual or entity may own or operate a Gaming Facility unless specifically authorized to do so pursuant to this Ordinance.

501.19-2. Violations/Prosecutions. ~~-Violators of this Ordinance may be subject to disciplinary action~~ and, as well as civil and/or criminal prosecutions.

501.19-3. Remedies. ~~- The Oneida Business Committee may authorize commencement of an action in any court of competent jurisdiction to recover losses, restitution, and forfeitures resulting from violations of this Ordinance.~~

*End.*

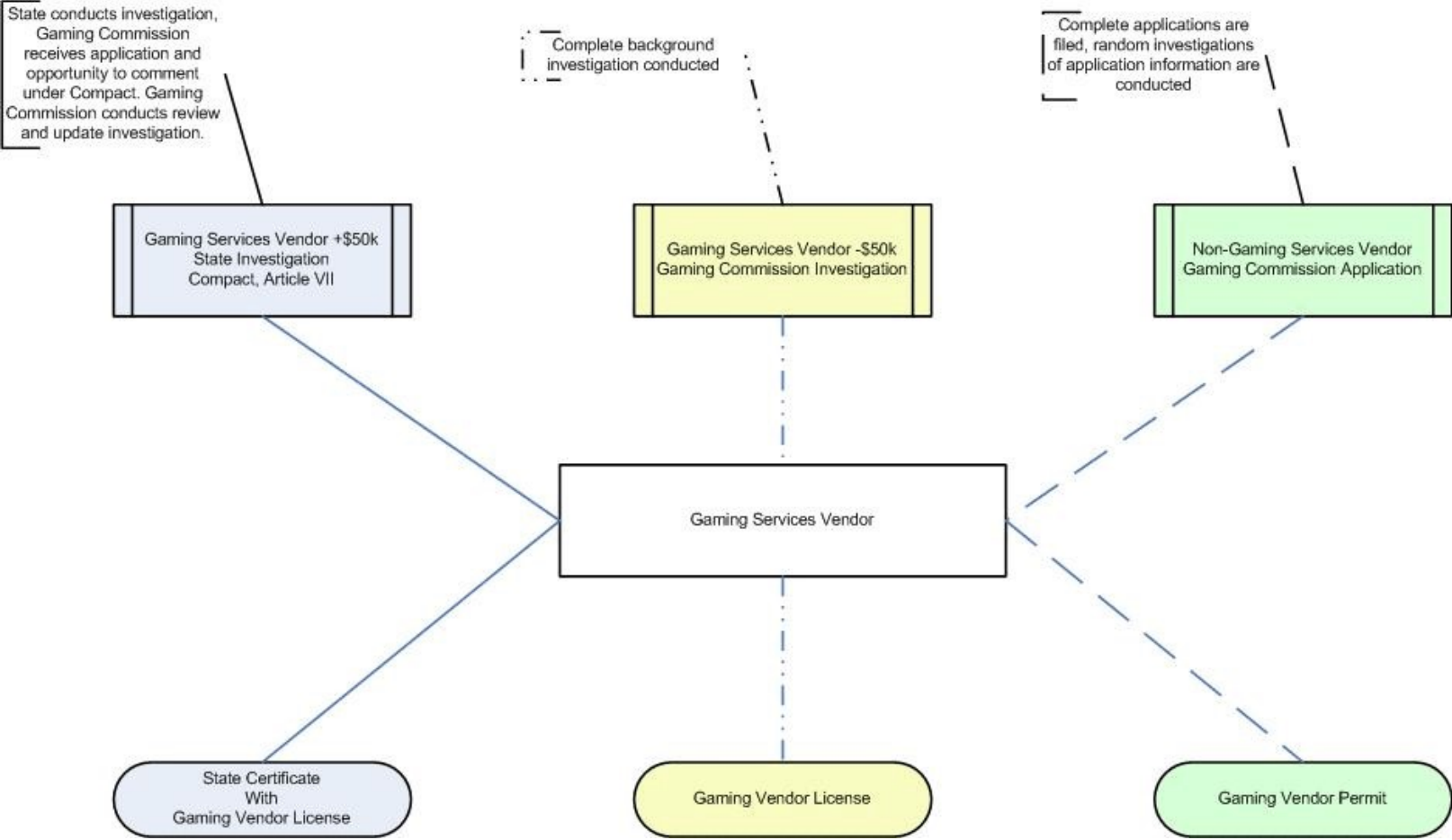
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Adopted	GTC-7-05-04-A
Emergency Amended	BC-7-14-04-A
Amendment	BC-10-06-04-D
Emergency Amended	BC-11-03-04-A
Permanent Adoption	BC-3-23-05-C
Amended	BC-9-23-09-D

1227	Amended	BC-06-25-14-C (effective 11 01 2014)
1228	Emergency Amended	BC-10-08-14-C (effective 11 01 2014)
1229	Amended	BC-09-09-15-A (effective 09 09 2015)
1230	<u>Emergency Amended</u>	<u>BC-05-12-21-D</u>
1231	<u>Emergency Extended</u>	<u>BC-11-10-21-A</u>
1232	<u>Amended</u>	<u>BC- - - -</u>



Appendix 1. Vendor License/Permit



**Title 5. Business - Chapter 501****Thatiwi'ꞑStunya'tha Olihwa'ke***Matters of interest to where they make the money***ONEIDA NATION GAMING ORDINANCE**

501.1. Purpose and Policy	501.11. Licenses, Generally
501.2. Adoption, Amendment, Repeal	501.12. Gaming Employee License
501.3. Definitions	501.13. Gaming Services Licensing and Non-Gaming Services Permitting
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1

**501.1. Purpose and Policy**

501.1-1. *Purpose.* The purpose of this Ordinance is to set forth the laws of the Oneida Nation regarding all Gaming Activities conducted within the jurisdiction set forth in this Ordinance. It is intended to govern the Gaming Activities of all persons, Gaming Employees, consultants, business entities, vendors, boards, committees, commissions and hearing bodies. This Ordinance does not authorize the operation of Gaming by a private person or private entity for gain. This Ordinance shall govern all Gaming Activities occurring on lands under the jurisdiction set forth in this Ordinance and all individuals or entities engaged in Gaming Activities, including those providing goods or services to any person or entity engaged in Gaming Activities.

501.1-2. *Policy.* It is the policy of this Ordinance to ensure that the Oneida Nation is the primary beneficiary of its Gaming Operations and has the sole proprietary interest; that Gaming Activities within the jurisdiction set forth in this Ordinance are conducted fairly and honestly; and that all internal departments, enterprises, officials and employees of the Nation work cooperatively to advance the best interests of the Nation, to protect its gaming resources, to protect the integrity of all Gaming Activities operated under the jurisdiction set forth in this Ordinance, and to ensure fairness of all games offered to the Nation's gaming patrons.

18

**501.2. Adoption, Amendment, Repeal**

501.2-1. This Ordinance was adopted by the Oneida General Tribal Council by resolution GTC-07-05-04-A and amended by resolutions BC-10-06-04-D, BC-3-23-05-C, BC-9-23-09-D, BC-06-25-14-B, BC-09-09-15-A and BC-\_\_-\_\_-\_\_-\_\_.

501.2-2. This Ordinance may be amended or repealed by the Oneida Business Committee and/or Oneida General Tribal Council pursuant to the procedures set out in the Legislative Procedures Act.

501.2-3. Should a provision of this Ordinance or the application thereof to any person or circumstances be held as invalid, such invalidity shall not affect other provisions of this Ordinance which are considered to have legal force without the invalid portions.

501.2-4. In the event of a conflict between a provision of this Ordinance and a provision of another law, the provisions of this Ordinance shall control; provided, that this Ordinance repeals the following:

- (a) BC-04-21-89-D (Adoption of the Oneida Gaming Control Ordinance);
- (b) GTC-03-04-91-A (Establishing 7 elected Gaming Commissioners and Bingo standards);

34

- 35 (c) GTC-07-06-92-A (Amendments to Gaming SOP Manual);  
36 (d) GTC-07-06-92-B (Adoption of the Comprehensive Gaming Ordinance);  
37 (e) BC-03-16-94-A (Comprehensive Gaming Ordinance Interpretation); and  
38 (f) BC-04-5-95-D (Amendments to the Comprehensive Gaming Ordinance).  
39 501.2-5. This Ordinance is adopted under authority of the Constitution of the Oneida Nation.  
40 501.2-6. *Preemptive Authority.* The Oneida Gaming Commission shall be the original hearing  
41 body authorized to hear licensing decisions as set forth in this Ordinance.  
42

### 43 501.3. Definitions

44 501.3-1. This section shall govern the definitions of words and phrases used within this  
45 Ordinance. Words and phrases capitalized throughout this document refer to the defined words  
46 and phrases in this section. All words or phrases not defined herein shall be used in their ordinary  
47 and everyday sense.

48 (a) “Applicant” means any person or entity who has applied for a License from the  
49 Oneida Gaming Commission or the Oneida Business Committee.

50 (b) “Background Investigation” means a standard and thorough investigation conducted  
51 by the Nation in compliance with this Ordinance, Commission regulations, Oneida Gaming  
52 Minimum Internal Controls, the IGRA and the Compact. Such investigations may be in  
53 cooperation with federal, state, or Tribal law enforcement agencies.

54 (c) “Class I Gaming” means social games solely for prizes of minimal value or traditional  
55 forms of Indian gaming engaged in by individuals as a part of, or in connection with, Tribal  
56 ceremonies or celebrations.

57 (d) “Class II Gaming” means:

58 (1) The game of chance commonly known as bingo (whether or not electronic,  
59 computer or other technological aids are used in connection therewith) in which:

60 (A) The game is played for prizes, including monetary prizes, with cards  
61 bearing numbers or other designations.

62 (B) The holder of the card covers such numbers or designations when  
63 objects, similarly numbered or designated, are drawn or electronically  
64 determined.

65 (C) The game is won by the first person covering a previously designated  
66 arrangement of numbers or designation on such cards, including (if played  
67 in the same location) pull-tabs, lotto, punch boards, tip jars, instant bingo  
68 and other games similar to bingo.

69 (2) Card games that:

70 (A) Are explicitly authorized by the laws of the State; or

71 (B) Are not explicitly prohibited by the laws of the State and are played at  
72 any location in the State, but only if such card games are played in  
73 conformity with laws and regulations (if any) of the State regarding hours  
74 or periods of operation of such card games or limitations on wagers or pot  
75 sizes in such card games. Class II Gaming does not include any banking  
76 card games, including baccarat, chemin de fer, or blackjack (twenty-one),  
77 or electronic or electro-mechanical facsimiles of any game of chance or slot  
78 machines of any kind.

79 (e) “Class III Gaming” means all forms of Gaming that are not Class I or Class II  
80 Gaming.

- 81 (f) “Commission” means the Oneida Gaming Commission as established by this  
82 Ordinance.
- 83 (g) “Commissioner” means a duly elected member of the Oneida Gaming Commission.
- 84 (h) “Compact” means the 1991 Tribe-State Gaming Compact between the Nation and  
85 the State of Wisconsin, as amended and including any future amendments or successor  
86 compact entered into by the Nation and the State of Wisconsin and approved by the  
87 Secretary of the United States Department of Interior.
- 88 (i) “Compliance Certificate” means a certificate issued by an agency with the authority  
89 and responsibility to enforce applicable environmental, health or safety standards, which  
90 states that a Gaming Facility complies with these standards.
- 91 (j) “Environmental Assessment” means a document prepared and issued in compliance  
92 with the National Environmental Policy Act of 1969, 42 U.S.C. sec. 4321 *et seq.*, and all  
93 related federal regulations.
- 94 (k) “Fraud” means any act of trickery or deceit used to or intended to gain control or  
95 possession of the property of another.
- 96 (l) “Games, Gaming or Gaming Activity” means all forms of any activity, operation, or  
97 game of chance that is considered Class II or Class III Gaming, provided that this definition  
98 does not include Class I Gaming.
- 99 (m) “Gaming Employee” means any person employed by a Gaming Operation.
- 100 (n) “Gaming Facility or Gaming Facilities” means any location or structure, stationary  
101 or movable, wherein Gaming is permitted, performed, conducted or operated. Gaming  
102 Facility or Gaming Facilities does not include the site of a fair, carnival, exposition or  
103 similar occasion.
- 104 (o) “Gaming Operation” means the conduct of Gaming Activities and related business  
105 activities in Gaming Facilities and areas where Gaming Employees are employed or  
106 assigned.
- 107 (p) “Gaming Operator” means the Nation, an enterprise owned by the Nation, or such  
108 other entity of the Nation as the Nation may from time-to-time designate as the wholly-  
109 owned entity having full authority and responsibility for the operation and management of  
110 Gaming Operations.
- 111 (q) “Gaming Services” means the provision of any goods and services, except legal  
112 services and accounting services, to a Gaming Operation, including, but not limited to,  
113 equipment, transportation, food, linens, janitorial supplies, maintenance, or security  
114 services.
- 115 (r) “Indian Gaming Regulatory Act or IGRA” means Public Law 100-497, 102 Stat.  
116 2426, 25 U.S.C. sec. 2701, *et seq.*, as amended.
- 117 (s) “Judiciary” means the Oneida Nation Judiciary, which is the judicial system that was  
118 established by Oneida General Tribal Council resolution GTC-01-07-13-B to administer  
119 the judicial authorities and responsibilities of the Nation.
- 120 (t) “License” means a certificate or other document that represents the grant of a  
121 revocable authorization to conduct the licensed activity. A License shall be supported by a  
122 physical document, badge, certification or other physical manifestation of the issuance of  
123 the revocable authorization to conduct the licensed activity.
- 124 (u) “Licensee” means a person or entity issued a valid License.
- 125 (v) “Nation” means the Oneida Nation.
- 126 (w) “NIGC” means the National Indian Gaming Commission.

- 127 (x) “Oneida Business Committee” means the elected governing body of the Nation that  
128 exercises the authority delegated it by the Oneida General Tribal Council under Article IV  
129 of the Constitution and By-laws of the Oneida Nation, as may be amended from time-to-  
130 time hereafter.
- 131 (y) “Oneida General Tribal Council” means the Nation’s governing body, as established  
132 by the Constitution and By-laws of the Oneida Nation and as may be amended from time-  
133 to-time hereafter.
- 134 (z) “Ordinance or ONGO” means the Oneida Nation Gaming Ordinance, as may be  
135 amended from time-to-time hereafter.
- 136 (aa) “Regulatory Incident” means the occurrence of any event giving rise to a potential or  
137 alleged non-compliance with a gaming regulation, ordinance, law or policy involving any  
138 person or Licensee on the premises of a Gaming Facility.
- 139 (bb) “Remediation” means efforts taken to reduce the source and migration of  
140 environmental contaminants at a site.
- 141 (cc) “Reservation” means all lands within the exterior boundaries of the Reservation of  
142 the Oneida Nation, as created pursuant to the 1838 Treaty with the Oneida 7 Stat. 566, and  
143 any lands added thereto pursuant to federal law.
- 144 (dd) “Senior Gaming Management” means the gaming general manager, assistant gaming  
145 general managers, gaming directors and assistant gaming directors.
- 146 (ee) “State” means the State of Wisconsin, along with its authorized officials, agents and  
147 representatives.
- 148 (ff) “Tribal Fee Land” means all land to which the Nation holds title in fee simple.
- 149 (gg) “Tribal Trust Land” means all land to which the United States holds title for the  
150 benefit of the Nation pursuant to federal law.

151

#### 152 **501.4. Jurisdiction**

153 501.4-1. *Territorial Jurisdiction.* This Ordinance extends to all land within the exterior  
154 boundaries of the Reservation.

155 501.4-2. *Subject Matter Jurisdiction.* This Ordinance applies to all Gaming conducted within  
156 the territorial jurisdiction of the Nation as set forth in section 501.4-1.

157 501.4-3. *Personal Jurisdiction.* This Ordinance governs:

158 (a) The Nation;

159 (b) Members of the Nation; and

160 (c) Individuals and businesses leasing, occupying, or otherwise using Tribal Fee Land  
161 on the Reservation and all Tribal Trust Land.

162

#### 163 **501.5. Oneida Business Committee: Powers and Duties**

164 501.5-1. The Oneida Business Committee retains the power and duty to enter into agreements  
165 or compacts with the State under the Indian Gaming Regulatory Act.

166 501.5-2. The Oneida Business Committee retains the power and duty to enter into agreements  
167 with local governments and other Tribal governments for services or cooperative ventures for the  
168 Gaming Operations.

169 501.5-3. The Oneida Business Committee has the exclusive power and duty to enter into  
170 contracts and agreements affecting the assets of the Nation, except for those assets that were placed  
171 under the responsibility of the Oneida Land Commission under Chapter 67 of the Real Property  
172 law.



173 501.5-4. The Oneida Business Committee delegates to the Commission, in section 501.6-14 of  
174 this Ordinance, certain authorities and responsibilities for the regulation of Gaming Activities,  
175 Gaming Operations, Gaming Operators, Gaming Employees, Gaming Facilities, Gaming Services,  
176 and the enforcement of laws and regulations.

177 501.5-5. The Oneida Business Committee retains the duty and responsibility to safeguard all  
178 funds generated by the Gaming Operations and all other authorities and responsibilities not  
179 delegated by a specific provision of this Ordinance.

180 501.5-6. The Chairperson of the Nation shall be the designated and registered agent to receive  
181 notice of violations, orders, or determinations which are issued pursuant to the Indian Gaming  
182 Regulatory Act and the Compact.

183

#### 184 **501.6. Oneida Gaming Commission**

185 501.6-1. *Establishment and Purpose.* The Oneida Business Committee has established the  
186 Oneida Gaming Commission for the purpose of regulating all Gaming Activities. The Commission  
187 is an elected body comprised of four (4) members, provided that, the Oneida Business Committee  
188 may, upon request of the Commission, increase the number of Commissioners by resolution with-  
189 out requiring amendment of this Ordinance.

190 501.6-2. *Location and Place of Business.* The Commission shall maintain its offices and  
191 principal place of business within the Reservation.

192 501.6-3. *Duration and Attributes.* The Commission will have perpetual existence and succession  
193 in its own name, unless dissolved by a law of the Nation. Operations of the Commission shall be  
194 conducted on behalf of the Nation for the sole benefit of the Nation and its members. The Nation  
195 reserves unto itself the right to bring suit against any person or entity in its own right, on behalf of  
196 the Nation, or on behalf of the Commission, whenever the Nation considers it necessary to protect  
197 the sovereignty, rights, and interests of the Nation or the Commission.

198 501.6-4. *Sovereign Immunity of the Nation.* All inherent sovereign rights of the Nation with  
199 respect to the existence and activities of the Commission are hereby expressly reserved.

200 (a) The Nation confers upon the Commission sovereign immunity from suit as set forth  
201 in the Nation's Sovereign Immunity law.

202 (b) Nothing in this Ordinance nor any action of the Commission may be construed to be:  
203 (1) A waiver of the sovereign immunity of the Commission or the Nation;  
204 (2) Consent by the Commission or the Nation to the jurisdiction of the Judiciary,  
205 the United States, a state or any other tribe; or  
206 (3) Consent by the Nation to any suit, cause of action, case or controversy; or the  
207 levy of any judgment, lien, or attachment upon any property of the Commission or  
208 the Nation.

209 501.6-5. *Requirements of Commission Membership.*

210 (a) *Qualifications.* Candidates for election or appointment to the Commission shall be at  
211 least twenty-one (21) years of age on the day of the election or on the day of appointment.

212 (1) Candidates for election to the Commission shall further meet the following  
213 qualifications within five (5) business days after a caucus for elected positions on  
214 the Commission. Candidates for appointment to the Commission shall meet the  
215 following qualifications on the day of appointment to a vacancy on the Commission  
216 under section 501.6-13 of this Ordinance:

217 (A) Be an enrolled member of the Nation;

218 (B) Have a minimum of three (3) years of education experience,



219 employment experience and/or regulatory experience in Gaming  
 220 Operations related to Gaming Activity, Gaming law, Gaming control or  
 221 regulation, or Gaming accounting or of any combination of the foregoing;  
 222 and

223 (C) Meet all other qualifications set forth in this Ordinance.

224 (b) *Conflict of Interest.* No person may be considered for election or appointment as a  
 225 Commissioner until the candidate has disclosed all conflicts of interest as defined in the  
 226 Nation's Conflict of Interest law.

227 (c) *Background Investigation.* No person may be considered for election or appointment  
 228 as a Commissioner until a preliminary Background Investigation has been completed and  
 229 the person has been found to meet all qualifications.

230 (1) Swearing into office is subject to a Background Investigation regarding the  
 231 qualifications set forth in sections 501.6-5 and 501.6-6 upon being elected or  
 232 appointed to office.

233 501.6-6. Unless pardoned for activities under subsections (a) and/or (d) by the Nation, or  
 234 pardoned for an activity under subsections (a) and/or (d) by another Federally-recognized Indian  
 235 Tribe for an action occurring within the jurisdiction of the Federally-recognized Indian Tribe, or  
 236 pardoned for an activity under subsections (a) and/or (d) by the State or Federal government, no  
 237 individual may be eligible for election or appointment to, or to continue to serve on, the  
 238 Commission, who:

239 (a) Has been convicted of, or entered a plea of guilty or no contest to, any of the  
 240 following:<sup>1</sup>

241 (1) Any gambling-related offense;

242 (2) Any offense involving Fraud or misrepresentation;

243 (3) Any offense involving a violation of any provision of Chapters 562 or 565 of  
 244 the Wisconsin Statutes, any rule promulgated by the State of Wisconsin Department  
 245 of Administration, Division of Gaming or any rule promulgated by the Wisconsin  
 246 Racing Board;

247 (4) A felony not addressed in paragraphs 1, 2 or 3 during the immediately  
 248 preceding ten (10) years; or

249 (5) Any offense involving the violation of any provision of the Nation's law  
 250 regulating the conduct of Gaming Activities, or any rule or regulation promulgated  
 251 pursuant thereto.

252 (b) Has been determined by the Nation to be a person whose prior activities, criminal  
 253 record, if any, or reputation, habits, and associations pose a threat to the public interest or  
 254 to the effective regulation and control of Gaming, or create or enhance the dangers of  
 255 unsuitable, unfair, or illegal practices, methods, or activities in the operation of Gaming or  
 256 the carrying on of the business and financial arrangements incidental thereto;

257 (c) Possesses a financial interest in or management responsibility for any Gaming  
 258 Activity or Gaming Services vendor;

259 (d) Has been convicted of a crime involving theft, Fraud, or conversion against the  
 260 Nation;

261 (e) Has been removed from any office pursuant to the Nation's Removal Law within the

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<sup>1</sup> This section taken substantially from Section IX of the Tribe-State Gaming Compact.

- 262 past five (5) years; or  
263 (f) Is a sitting Commissioner whose term is not concluded at the time of that election or  
264 appointment action.
- 265 501.6-7. *Term of Office.* Commissioners shall serve five (5) year terms and shall serve until a  
266 successor takes the oath of office.
- 267 (a) Terms of office shall be staggered.
- 268 501.6-8. *Official Oath.* Each Commissioner shall take the official oath at a regular or special  
269 Oneida Business Committee meeting prior to assuming office.
- 270 (a) Upon being administered the oath of office, a Commissioner shall assume the duties  
271 of office and shall be issued a security card setting forth his or her title and term of office.
- 272 501.6-9. *Full-Time Status.* Each Commissioner shall perform his or her duties and  
273 responsibilities on a full-time basis and shall devote his or her entire work and professional time,  
274 attention and energies to Commission business.
- 275 (a) No Commissioner shall, during his or her tenure in office, be engaged in any other  
276 profession or business activity that may impede his or her ability to perform duties on  
277 behalf of the Commission or that competes with the Nation's interests.
- 278 (b) The Commission shall identify the appropriate work schedule for its members.
- 279 501.6-10. *Bylaws.* The Commission shall adopt bylaws subject to review and approval by the  
280 Oneida Business Committee.
- 281 501.6-11. *Budget and Compensation.* The Commission shall function pursuant to an annual  
282 budget.
- 283 (a) The Oneida Business Committee shall submit the operating budget of the  
284 Commission for approval in the same fashion as all other budgets of the Nation.
- 285 (b) Compensation of Commissioners is not subject to the Nation's Boards, Committees  
286 and Commissions law, but shall be established by the Commission in a manner consistent  
287 with the Commission's internal rules and bylaws.
- 288 (1) The Commission shall adopt internal rules consistent with the Nation's  
289 existing accounting practices to verify its budgetary expenditures.
- 290 501.6-12. *Removal.* Removal of Commissioners shall be pursuant to the Nation's Removal Law.
- 291 501.6-13. *Vacancies.* Any vacancy in an unexpired term of office, however caused, shall be filled  
292 by appointment by the Oneida Business Committee, of a person qualified under sections 501.6-5  
293 and 501.6-6 of this Ordinance, in accordance with the Nation's Boards, Committees and  
294 Commissions law.
- 295 501.6-14. *Authority and Responsibilities.* Subject to any restrictions contained in this Ordinance  
296 or other applicable law, the Commission is vested with powers including, but not limited to, the  
297 following:
- 298 (a) To exercise all power and authority necessary to effectuate the gaming regulatory  
299 purposes of this Ordinance, IGRA, Oneida Gaming Minimum Internal Controls, and the  
300 Compact.
- 301 (1) Unless otherwise indicated in this Ordinance, Commission regulation, or  
302 authorized by majority vote of the Commission, no Commissioner may act  
303 independently of the Commission. Any such action may constitute grounds for  
304 removal.
- 305 (b) To promote and ensure the integrity, security, honesty and fairness of the regulation  
306 and administration of Gaming.
- 307 (c) Subject to review and adoption by the Oneida Business Committee, to draft and

308 approve regulations pursuant to this Ordinance for the regulation of all Gaming Activity,  
309 including processes for the enforcement of such regulations consistent with the laws of the  
310 Nation.

311 (d) To draft and approve the Rules of Play and Oneida Gaming Minimum Internal  
312 Controls; provided, the Rules of Play and Oneida Gaming Minimum Internal Controls  
313 require review and comment by Senior Gaming Management prior to approval by the  
314 Commission and are subject to review by the Oneida Business Committee.

315 (1) Rules of Play and Oneida Gaming Minimum Internal Controls are minimum  
316 standards with which the Gaming Operations are required to comply and are  
317 audited against.

318 (2) Comments received from Senior Gaming Management shall be included in  
319 any submission to the Oneida Business Committee.

320 (3) Rules of Play and Oneida Gaming Minimum Internal Controls are effective  
321 upon adoption by the Commission.

322 (4) The Commission shall provide notice of adoption of the Rules of Play and/or  
323 Oneida Gaming Minimum Internal Controls to the Oneida Business Committee at  
324 the next available regularly scheduled Oneida Business Committee meeting  
325 following such adoption.

326 (A) If the Oneida Business Committee has any concerns and/or requested  
327 revisions upon review of the Rules of Play and Oneida Gaming Minimum  
328 Internal Controls, the Commission shall work with the Oneida Business  
329 Committee to address such concerns and/or requested revisions.

330 (i) Unless the Oneida Business Committee repeals the Rules of  
331 Play and/or the Oneida Gaming Minimum Internal Controls adopted  
332 by the Commission, they will remain in effect while the  
333 Commission and the Oneida Business Committee jointly work to  
334 amend the Rules of Play and/or the Oneida Gaming Minimum  
335 Internal Controls adopted by the Commission.

336 (ii) Should the Oneida Business Committee repeal the Rules of  
337 Play and/or the Oneida Gaming Minimum Internal Controls adopted  
338 by the Commission, the Rules of Play and/or the Oneida Gaming  
339 Minimum Internal Controls that were in effect immediately previous  
340 to those repealed will be automatically reinstated and effective  
341 immediately upon the repeal of the Rules of Play and/or the Oneida  
342 Gaming Minimum Internal Controls adopted by the Commission.

343 (B) If the Commission does not receive written notice from the Oneida  
344 Business Committee of intent to repeal or amend the Rules of Play and/or  
345 the Oneida Gaming Minimum Internal Controls within thirty (30) days of  
346 the date the Oneida Business Committee is provided notice of the Rules of  
347 Play and/or the Oneida Gaming Minimum Internal Controls adopted by the  
348 Commission, they will remain in effect as adopted by the Commission.

349 (C) Should the Oneida Business Committee pursue amendments to the  
350 Rules of Play and/or the Oneida Gaming Minimum Internal Controls  
351 adopted by the Commission, the amendments shall be completed through  
352 one (1) of the following actions within six (6) months from the date the  
353 amendments are initiated by the Oneida Business Committee:

- 354 (i) if the Commission and the Oneida Business Committee reach an  
355 agreement as to the content of the amendments, the Commission  
356 shall adopt revised Rules of Play and/or the Oneida Gaming  
357 Minimum Internal Controls that have been discussed with and  
358 agreed upon by the Oneida Business Committee; or  
359 (ii) if the Commission and the Oneida Business Committee do not  
360 reach an agreement as to the content of the amendments, the Oneida  
361 Business Committee may adopt revised Rules of Play and/or the  
362 Oneida Gaming Minimum Internal Controls that incorporate the  
363 amendments it deems necessary.
- 364 (D) If revised Rules of Play and/or Oneida Gaming Minimum Internal  
365 Controls are not adopted by either the Commission or the Oneida Business  
366 Committee within six (6) months from the date the amendments are initiated  
367 by the Oneida Business Committee, the Rules of Play and/or the Oneida  
368 Gaming Minimum Internal Controls originally adopted by the Commission  
369 will remain in effect.
- 370 (e) To prepare proposals, including budgetary and monetary proposals, which might  
371 enable the Nation to carry out the purpose and intent of this Ordinance, and to submit the  
372 same for consideration by the Oneida Business Committee; provided, however, that no  
373 such proposal shall have any force or effect unless it is approved by the Oneida Business  
374 Committee.
- 375 (f) To monitor and enforce all laws and regulations governing the operation and conduct  
376 of all Gaming Activities, including the ongoing monitoring of Licenses, subject to this  
377 Ordinance and/or regulations setting forth hearing or enforcement processes.
- 378 (g) To monitor and investigate all Gaming Operators for compliance with internal audits,  
379 and external audits.
- 380 (h) To inspect, examine, and photocopy all papers, books, and records of Gaming  
381 Activities and any other matters necessary to carry out the duties pursuant hereto; provided,  
382 that all photocopies of documents shall be maintained in a confidential manner or in the  
383 same manner as the original.
- 384 (i) To grant, deny, revoke, condition, suspend or reinstate the Licenses of Gaming  
385 Employees, Gaming Services vendors, and Gaming Operators.
- 386 (j) To conduct hearings relating to Licenses issued under this Ordinance by the  
387 Commission.
- 388 (k) To review all vendors doing business with the Gaming Operator to verify that such  
389 persons or entities hold a valid License, where required, to do business with a Gaming  
390 Operator.
- 391 (l) To retain professional advisors such as attorneys, law enforcement specialists, and  
392 Gaming professionals consistent with the Nation's laws and practices.
- 393 (m) To arbitrate, negotiate, or settle any dispute to which it is a party, and which relates  
394 to its authorized activities.
- 395 (n) To act as the designated agent to receive all regulatory notices not included in section  
396 501.5-6 of this Ordinance.
- 397 (o) To investigate all Regulatory Incidents.
- 398 (p) To issue warnings or notices of violation, in accordance with regulations, to Gaming  
399 Operators and Licensees for non-compliance with the Compact, Oneida Gaming Minimum

- 400 Internal Controls, Rules of Play, IGRA, or this Ordinance.
- 401 (q) To make determinations regarding suitability for licensing.
- 402 (r) To establish an administrative structure by regulation to carry out its authority and
- 403 responsibilities.
- 404 (s) To establish, where needed, additional processes for conducting licensing hearings
- 405 by regulation.
- 406 (t) To establish and collect fees for processing License applications by regulation.
- 407 (u) To establish and impose a point system for findings of regulatory violations by any
- 408 Gaming Employee by regulation.
- 409 (v) To establish and impose a fine system for findings of regulatory violations by any
- 410 Gaming Services vendor or permittee by regulation.
- 411 (w) To approve procedures that provide for the fair and impartial resolution of patron
- 412 complaints.

413 501.6-15. *Reporting Requirements.* The Commission shall adhere to the following reporting

414 requirements:

- 415 (a) A true, complete and accurate record of all proceedings of the Commission shall be
- 416 kept and maintained;
- 417 (b) Complete and accurate minutes of all Commission meetings shall be filed with the
- 418 Secretary of the Oneida Business Committee within thirty (30) days of their approval by
- 419 the Commission;
- 420 (c) Quarterly, or as may be directed by the Oneida Business Committee, reports of the
- 421 Commission's activities, including information regarding funding, income and expenses
- 422 and any other matters to which the parties may agree, shall be submitted to the Oneida
- 423 Business Committee.

424 501.6-16. *Oneida Gaming Commission Personnel.* The Commission, or designee, shall be

425 responsible for the hiring and managing of any personnel of the Commission.

- 426 (a) The Commission, or designee, shall hire such personnel as is necessary to assist in
- 427 fulfilling its responsibilities under this Ordinance, the IGRA, the Compact and all
- 428 governing regulations, including the Oneida Gaming Minimum Internal Controls.
- 429 (b) All personnel of the Commission shall be hired through the Nation's regular
- 430 personnel procedures and are subject to its personnel policies and salary schedules.
- 431 (1) All personnel of the Commission shall meet the requirements set forth in
- 432 section 501.12-3 of this Ordinance at hiring and during employment.
- 433

### 434 **501.7. Gaming Surveillance: Powers, Duties and Limitations**

435 501.7-1. *Purpose.* The purpose of Gaming Surveillance is to observe and report Regulatory

436 Incidents to the Commission and Gaming General Manager to provide for the regulation,

437 operation, and compliance of Gaming Activities under this Ordinance.

- 438 (a) Gaming Surveillance is a department within the Commission's administrative
- 439 structure and supervision shall be identified within the organizational chart adopted by the
- 440 Commission; provided, nothing in the designation of supervisory responsibility may be
- 441 deemed to prohibit the responsibility of Gaming Surveillance to provide information and/or
- 442 video and/or audio records to the parties identified in section 501.7-3 of this Ordinance.

443 501.7-2. Gaming Surveillance shall be responsible for all Gaming surveillance activities

444 including, but not limited to, equipment and maintenance of equipment, observation and reporting

445 of all persons to include Gaming Employees, customers, consultants, and Gaming Services



446 vendors.

447 501.7-3. Surveillance personnel shall provide to Senior Gaming Management, the Commission,  
448 or Gaming Security a copy of any time-recorded video and accompanying audio (if available)  
449 within twenty-four (24) hours of request.

450 501.7-4. Gaming Surveillance shall:

451 (a) Develop, implement and maintain written policies and procedures for the conduct  
452 and integrity of the Surveillance Department.

453 (b) Develop, implement and maintain additional procedures governing the use and  
454 release of the surveillance recordings or reports.

455 (c) Work cooperatively with the Gaming Security Department to carry out its official  
456 duties and to coordinate its activities in order to effectuate the protection of patrons and the  
457 assets of the Gaming Operation.

458 (d) Develop, implement and maintain written policies and procedures for  
459 implementation of duties and responsibilities identified with the Oneida Gaming Minimum  
460 Internal Controls, subject to approval by the Commission.

461

462 **501.8. [Reserved for future use.]**

463

464 **501.9. Gaming Security Department**

465 501.9-1. *Purpose.* The purpose of the Gaming Security Department is to protect Gaming assets,  
466 patrons and Gaming Employees from an activity, repeat activity, or ongoing activities which could  
467 injure or jeopardize Gaming assets, patrons and Gaming Employees.

468 501.9-2. *Reporting.* The Internal Security Director, Gaming General Manager and Commission  
469 shall enter into an agreement, subject to ratification by the Oneida Business Committee, describing  
470 their responsibilities and reporting requirements under this Ordinance.

471 (a) When investigations involve or uncover a possible criminal or quasi-criminal  
472 activity, the Gaming Security Department shall report the activity to the Oneida Police  
473 Department for further review and investigation by the Oneida Police Department under  
474 its separate departmental authority.

475 501.9-3. The Gaming Security Department shall:

476 (a) Develop, implement and maintain written policies and procedures for the conduct  
477 and integrity of Gaming Security, as identified in the Oneida Gaming Minimum Internal  
478 Controls and subject to approval by the Commission.

479 (b) Develop, implement and maintain additional procedures governing the use and  
480 release of the investigation reports.

481 (c) Work cooperatively with Gaming Surveillance to carry out its official duties and to  
482 coordinate activities between the departments.

483 501.9-4. *Investigations.* This section is intended to authorize report gathering, information  
484 gathering, and preliminary review, to be conducted by the Gaming Security Department.

485

486 **501.10. Background Investigations**

487 501.10-1. The Human Resources Department and the Commission shall enter into an agreement,  
488 subject to ratification by the Oneida Business Committee, for carrying out Background  
489 Investigations for employees as required under this Ordinance.

490 501.10-2. Background Investigations shall be conducted on all persons or entities as specified  
491 under this Ordinance.



492 (a) All Background Investigations shall be conducted to ensure that the Nation in its  
493 Gaming Operations may not employ or contract with persons whose prior activities, or  
494 reputation, habits and associations pose a threat to the public interest or to the effective  
495 regulation of Gaming, or create or enhance the dangers of unsuitable, unfair or illegal  
496 practices and methods in the conduct of such Gaming.

497 (1) The identity of any person interviewed in order to conduct a Background  
498 Investigation shall be confidential.  
499

#### 500 **501.11. Licenses, Generally**

501 501.11-1. The Commission shall adopt procedures that ensure the efficient and orderly processing  
502 of all applications for a License.

503 (a) All Gaming Employees, Gaming Services vendors and Gaming Operators shall apply  
504 for a License from the Commission prior to their participation in any Gaming Activity.

505 (b) All Gaming Facilities shall be licensed by the Oneida Business Committee.

506 501.11-2. *Temporary License.* All Applicants, upon receipt by the Commission of a completed  
507 application for a License and completion of a preliminary Background Investigation, may receive  
508 a temporary license for a ninety (90) day period, unless a Background Investigation of the  
509 application demonstrates grounds to disqualify the Applicant.

510 (a) A temporary license permits the Licensee to engage in such activities pursuant to any  
511 terms and conditions imposed and specified by the Commission.

512 (b) A temporary license is valid until either replaced by a License, the ninety (90) day  
513 temporary license period has concluded, or the temporary license is cancelled by the  
514 Commission, whichever occurs first.

515 501.11-3. *Revocable.* A License is revocable only in accordance with the procedures set forth in  
516 this Ordinance.

517 (a) A Licensee has only those rights and protections regarding a License granted in this  
518 Ordinance.

519 501.11-4. All Applicants:

520 (a) Consent to the release of any information relevant to the Applicant's Background  
521 Investigation by any person or entity in possession of such information.

522 (b) Consent to the jurisdiction of the Nation and are subject to all applicable Oneida,  
523 Federal, and State laws, regulations and/or policies.

524 501.11-5. All Licensees are subject to ongoing review at least every two (2) years by the  
525 Commission.

526 501.11-6. *Status of Licenses.* The Commission shall notify the Gaming Operation of the status of  
527 all Licenses, whether temporary or permanent, including all Commission action to revoke, suspend  
528 or condition a License.

529 501.11-7. *Commission Licensing Actions.* The Commission may grant, deny, revoke, condition,  
530 suspend or reinstate all Licenses, except for Gaming Facilities Licenses, in accordance with this  
531 Ordinance.

532 (a) Authority to place conditions on a License may be exercised only upon promulgation  
533 of regulations.

534 501.11-8. *Noncompliance.* The Commission may issue a notice of noncompliance when the  
535 Commission has developed regulations that identify procedures that notices of noncompliance may  
536 be issued to Licensees and permittees which provide an opportunity to correct actions.

537 (a) Such regulations shall include procedures for appeal of such notices and may include

538 the ability to issue fines not to exceed one thousand dollars (\$1000.00) per violation for  
539 Gaming Services vendors and permittees.

540

541 **501.12. Gaming Employee License**

542 501.12-1. *Scope of Section.* This section applies only to Gaming Employee Licenses and licensing  
543 actions.

544 501.12-2. *License Application.* Every Applicant for a License shall file with the Commission a  
545 written application in the form prescribed by the Commission, duly executed and verified, which  
546 shall certify:

547 (a) Applicant's full name and all other names used (oral or written), Social Security  
548 Number(s), place of birth, date of birth, citizenship, gender, and all languages (spoken or  
549 written).

550 (b) Currently, and for the previous five (5) years: business and employment positions  
551 held, ownership interests in those businesses, business and residence addresses, and  
552 driver's license number(s).

553 (c) The names and current addresses, of at least three (3) personal references, including  
554 one (1) personal reference who was acquainted with the Applicant during each period of  
555 residence listed in subsection (b) above.

556 (d) Current business and residence telephone numbers.

557 (e) A description of any existing and previous business relationships with Indian Tribes,  
558 including ownership interest in those businesses.

559 (f) A description of any existing and previous business relationship with the Gaming  
560 industry generally, including ownership interest in those businesses.

561 (g) The name and address of any licensing or regulatory agency with which the Applicant  
562 has filed an application for a license or permit related to Gaming, whether or not such  
563 license or permit was granted.

564 (h) The name and address of any licensing or regulatory agency with which the Applicant  
565 has filed an application for an occupational license or permit, whether or not such license  
566 or permit was granted.

567 (i) For each felony conviction or ongoing prosecution or conviction, the charge, the  
568 name and address of the court involved, and the date and disposition, if any.

569 (j) For each misdemeanor or ongoing misdemeanor prosecution (excluding violations  
570 for which jail time is not part of the potential sentence) within ten (10) years of the date of  
571 the application, the name and address of the court involved, and the date and disposition.

572 (k) For each criminal charge (excluding charges for which jail time is not part of the  
573 potential sentence) whether or not there is a conviction, if such criminal charge is within  
574 ten (10) years of the date of the application and is not otherwise listed pursuant to sub-  
575 sections (i) or (j) of this section, the criminal charge, the name and address of the court  
576 involved and the date and disposition.

577 (l) A photograph.

578 (m) Fingerprints consistent with procedures adopted by the Commission which meet the  
579 criteria set forth in 25 C.F.R. section 522.2(h).

580 (1) The Commission is the agency that takes the fingerprints.

581 (n) Any other information the Commission deems relevant for a Gaming Employee  
582 License.

583 (o) A statement that each Applicant has read and understands notices and the NIGC

584 requirements relating to:

- 585 (1) The Privacy Act of 1974;  
586 (2) Fraud and False Statements Act; and  
587 (3) Fair Credit Reporting Act.

588 501.12-3. *License Qualifications.* No License may be granted if the Applicant:

589 (a) Is under the age of eighteen (18).

590 (b) Unless pardoned for activities under this subsection by the Nation, or pardoned for  
591 activities under this subsection by another Federally-recognized Indian Tribe for an action  
592 occurring within the jurisdiction of the Federally-recognized Indian Tribe, or pardoned for  
593 activities under this subsection by the state or Federal government, has been convicted of,  
594 or entered a plea of guilty or no contest to, any of the following:

595 (1) Any gambling-related offense;

596 (2) Any offense involving Fraud or misrepresentation;

597 (3) Any offense involving a violation of any provision of Chapters 562 or 565 of  
598 the Wisconsin Statutes, any rule promulgated by the State of Wisconsin Department  
599 of Administration, Division of Gaming, or any rule promulgated by the Wisconsin  
600 Racing Board;

601 (4) A felony not addressed in paragraphs (1), (2), or (3), during the immediately  
602 preceding ten (10) years; or

603 (5) Any offense involving the violation of any provision of the Nation's law that  
604 regulates the conduct of Gaming Activities, or any rule or regulation promulgated  
605 pursuant thereto.

606 (c) Is determined to be a person whose prior activities, criminal record, reputation, habits  
607 or associations pose a threat to the public interest or to the effective regulation and control  
608 of Gaming or create or enhance the dangers of unsuitable, unfair or illegal practices,  
609 methods or activities in the operation of Gaming Activities or the carrying on of the  
610 business and financial arrangements incidental thereto.

611 (d) Possesses a financial interest in or management responsibility for any Gaming  
612 Activity or Gaming Services vendor, or he or she has any personal, business, or legal  
613 relationship which places him or her in a conflict of interest as defined in this Ordinance  
614 or the Nation's Conflict of Interest law.

615 (e) Each person licensed as a Gaming Employee has a continuing obligation to inform  
616 the Commission immediately upon the existence of any circumstance or the occurrence of  
617 any event which may disqualify him or her from being licensed as a Gaming Employee.

618 (1) Failure to report any such occurrence may result in suspension or revocation  
619 of the Gaming Employee's License.

620 501.12-4. *Initial Eligibility Determination.*

621 (a) Based on the results of the preliminary Background Investigation, the Commission  
622 shall make an initial determination regarding an Applicant's eligibility and either:

623 (1) Grant a temporary license, with or without conditions, to the Applicant; or

624 (2) Deny the License application and provide notice to the Applicant that he or  
625 she may request a hearing regarding the decision consistent with subsection (b)  
626 below.

627 (b) If the Commission determines that an Applicant is ineligible for a License, the  
628 Commission shall notify the Applicant.

629 (1) The Commission shall set forth regulations for an Applicant to review any

- 630 information discovered during the preliminary Background Investigation prior to  
631 scheduling a hearing under section 501.12-10 of this Ordinance.
- 632 (2) The suspension or revocation hearing provisions set forth at section 501.12-9  
633 of this Ordinance do not apply to Initial Eligibility Determinations.
- 634 501.12-5. *Eligibility Determination and Notification to NIGC.* When a Gaming Employee begins  
635 employment at a Gaming Operation, the Commission shall:
- 636 (a) Require the Gaming Employee to submit a completed application for employment  
637 that contains the notices and information listed in section 501.12-2 of this Ordinance;
- 638 (b) Review the Background Investigation of the Gaming Employee;
- 639 (1) Within sixty (60) days after a Gaming Employee begins employment at a  
640 Gaming Facility under a temporary license, the Commission shall make an  
641 eligibility determination regarding whether the Gaming Employee may receive a  
642 License based upon the results of the Background Investigation.
- 643 (c) Create an investigative report based on each Background Investigation performed;
- 644 (1) The investigative report shall include the steps in conducting the Background  
645 Investigation, results obtained, conclusions reached and the basis for those  
646 conclusions.
- 647 (d) Prior to issuing a License to a Gaming Employee and within sixty (60) days after the  
648 Gaming Employee begins employment at a Gaming Facility, submit a notice of results of  
649 the Background Investigation to the NIGC for inclusion in the Indian Gaming Individual  
650 Record System; and
- 651 (1) The notice of results shall include the following, provided that any additional  
652 or alternate information shall be forwarded as directed in regulations or rules  
653 adopted by the NIGC:
- 654 (A) The Gaming Employee's name, date of birth, and Social Security  
655 Number;
- 656 (B) The date on which the Gaming Employee began employment;
- 657 (C) A summary of the information presented in the investigative report,  
658 including:
- 659 (i) License(s) that have previously been denied;
- 660 (ii) Gaming licenses that have been revoked, even if subsequently  
661 reinstated;
- 662 (iii) Every known criminal charge brought against the Gaming  
663 Employee within the last ten (10) years of the date of the application;  
664 and
- 665 (iv) Every felony of which the Gaming Employee has been  
666 convicted or any ongoing prosecution.
- 667 (D) A copy of the eligibility determination made under section 501.12-5  
668 (b) of this Ordinance.
- 669 (e) All applications, Background Investigations, investigative reports, suitability  
670 determinations, findings and decisions of the Commission shall be retained in the  
671 Commission's files for a period of at least three (3) years from the date the Gaming  
672 Employee's employment is terminated.
- 673 501.12-6. *License Issuance.* The Commission may issue a License to a Gaming Employee at any  
674 time after providing the NIGC with a notice of results as required under section 501.12-5(d) of this  
675 Ordinance; however, a Gaming Employee who does not have a License ninety (90) days after the

676 start of employment shall have his or her employment terminated.

677 (a) The Commission shall notify the NIGC of the issuance or denial of a License to a  
678 Gaming Employee within thirty (30) days after the License is issued or denied.

679 (b) Any Gaming Employee License issued under this section is effective from the date  
680 of issuance and shall contain the Gaming Employee's photograph, the Gaming Employee's  
681 name, and the date that the License became effective.

682 (1) If a Gaming Employee is promoted, transferred, reassigned, or the position is  
683 reclassified, the Gaming Employee shall notify in writing the Commission, and the  
684 Commission shall review the Gaming Employee's License.

685 (c) The Commission retains the right to grant, deny, revoke, condition, suspend, or  
686 reinstate Licenses subject to the right to appeal the decision under the processes set forth  
687 in this Ordinance.

688 501.12-7. *Requirement to Wear License.* During working hours, all Licensees shall wear their  
689 License in a conspicuous place that is plainly visible by all employees, the Nation's Gaming  
690 patrons and surveillance.

691 501.12-8. *NIGC Review.*

692 (a) During a thirty (30) day period, beginning when the NIGC receives a notice of results  
693 submitted pursuant to section 501.12-5(d) above, the Chairman of the NIGC may request  
694 additional information from the Commission concerning the Gaming Employee.

695 (1) Such a request suspends the thirty (30) day period until the Chairman receives  
696 the additional information.

697 (b) If, within the thirty (30) day period after the NIGC receives the notice of results, the  
698 NIGC notifies the Commission that it has no objection to the issuance of a License, and  
699 the Commission has not yet issued a License to the Gaming Employee, the Commission  
700 may grant the License to the Gaming Employee.

701 (c) If, within the thirty (30) day period after the NIGC receives the notice of results, the  
702 NIGC provides the Commission with a statement itemizing objections to the issuance of a  
703 License, the Commission shall reconsider the application, taking into account the  
704 objections itemized by the NIGC.

705 (1) The Commission shall make the final decision whether to issue a License to  
706 the Gaming Employee, or if the Gaming Employee has already been licensed,  
707 whether to suspend or revoke the License in accordance with section 501.12-9 of  
708 this Ordinance.

709 (d) Upon receipt of notification from the NIGC that a Gaming Employee who has already  
710 been licensed is not eligible for employment, the Commission shall immediately suspend  
711 the License in accordance with section 501.12-9 of this Ordinance.

712 501.12-9. *Suspension or Revocation of Licenses.* Except as provided in section 501.12-8(d) or  
713 501.12-9(c) of this Ordinance, no License may be suspended or revoked except after notice and  
714 opportunity for hearing.

715 (a) *Basis for Licensing Action.* The Commission may suspend, condition, or revoke any  
716 License issued under this Ordinance if:

717 (1) After the issuance of a License, the Commission receives from the NIGC or  
718 other source reliable information indicating that a Gaming Employee is not eligible  
719 for a License under section 501.12-3 of this Ordinance; or such information would  
720 justify the denial of the renewal of any License, the Commission shall issue a  
721 written notice of suspension.



- 722 (2) The Commission issues a written notice of suspension demonstrating that the  
723 Licensee:
- 724 (A) Has knowingly made a materially false or misleading statement in any  
725 application for a License, in any amendment thereto, or in response to a  
726 request by the Commission for supplemental information or in connection  
727 with any investigation of the Commission;
- 728 (B) Has knowingly promoted, played, or participated in any Gaming  
729 Activity operated in violation of the Compact, Oneida or federal law, and  
730 this Ordinance;
- 731 (C) Has bribed, attempted to bribe, or has received a bribe from a  
732 Commissioner or any other person in an attempt to avoid or circumvent any  
733 applicable law;
- 734 (D) Has falsified any books or records relating to any transaction  
735 connected with the operation of a Gaming Activity;
- 736 (E) Has refused to comply with any lawful directive of the Nation, Federal  
737 government, or any court of competent jurisdiction; or
- 738 (F) Has been convicted of, or entered a plea of guilty or no contest to, a  
739 crime involving the sale of illegal narcotics or controlled substances.
- 740 (b) *Suspension Notice.* The Commission's notice of suspension shall be in writing and  
741 shall, at a minimum, notify the Licensee of the following:
- 742 (1) The Licensee's right to review a file prior to any hearing regarding the notice  
743 of suspension, and to make copies of any documents contained in that file;
- 744 (2) The Licensee's right to request a hearing on the proposed licensing action, to  
745 present documents and witness testimony at that hearing, and to be represented by  
746 counsel;
- 747 (3) The specific grounds upon which the proposed licensing action is based,  
748 including citations to relevant sections of this Ordinance, the IGRA and any  
749 applicable regulations and/or the Compact; and
- 750 (4) The time and place set by the Commission for the Licensee's hearing.
- 751 (c) *Immediate Suspension.* If, in the judgment of the Commission, the public interest and  
752 effective regulation and control of Gaming Activities requires the immediate exclusion of  
753 a Licensee, the Commission may immediately suspend a Licensee prior to the conduct of a  
754 hearing on the matter.
- 755 (1) Such an immediate suspension may take effect upon service of the notice of  
756 immediate suspension.
- 757 (d) Any notice of suspension or notice of immediate suspension shall set forth the times  
758 and dates for when the Licensee may review his or her file and the date for a hearing on  
759 any proposed licensing action.
- 760 (e) Within fifteen (15) business days after a hearing, the Commission shall issue a final  
761 written licensing decision and decide whether to suspend, uphold an immediate suspension,  
762 revoke, or take other action concerning a Licensee.
- 763 (1) If the Licensee was suspended, conditioned or revoked based on information  
764 from the NIGC or other source under section 501.12-8(d) or 501.12-9(a)(1) of this  
765 Ordinance, the Commission shall forward a copy of its decision to the NIGC within  
766 forty-five (45) days of receiving the NIGC's or the other source's notification  
767 indicating that a Gaming Employee is not eligible for a License.



768 (f) If a Licensee fails to appear for his or her hearing before the Commission, that right  
 769 is deemed to have been waived and the Commission will proceed on the proposed licensing  
 770 action by default.

771 (g) Unless identified in this Ordinance or regulations of the Commission, the hearing  
 772 processes set forth in the Nation's Administrative Procedures Act shall apply.

773 501.12-10. *Original Hearing Body.* Any person aggrieved by a licensing decision of the  
 774 Commission may appeal the decision by filing a request for an original hearing before the  
 775 Commission.

776 (a) The Licensee may file any such request with the Commission in writing on or before  
 777 the fifteenth (15th) day following receipt of the Commission's decision.

778 (b) The Commission shall certify the record, developed in accordance with section  
 779 501.12-4 or 501.12-9(a) of this Ordinance, within thirty (30) days of the date of the filing  
 780 of the request for an original hearing.

781 (c) Those Commissioners serving on the original hearing body may not include the  
 782 Commissioners who participated in the licensing decision from which the original hearing  
 783 is scheduled.

784 (d) The Commission may decide to review the decision solely on the licensing decision  
 785 record and briefs filed regarding the request for reconsideration.

786 (1) The Commission may also, in its sole discretion, grant oral arguments.

787 (e) The Commission shall issue a written decision determining whether to uphold the  
 788 Commission's licensing decision, including whether to revoke or reinstate a License,  
 789 within one hundred twenty (120) days from receipt of the request for the original hearing.

790 (1) The Commission's decision is considered an original hearing decision and an  
 791 appeal may be made to the Judiciary as an appeal of an original hearing body.

792 501.12-11. *Notice to Oneida Business Committee.* Prior to any suspension or revocation of a  
 793 License of the Gaming General Manager, the Commission shall provide notice to the Oneida  
 794 Business Committee twenty-four (24) hours prior to the issuance of the suspension or revocation.

795 501.12-12. *Record of Proceedings.* The Commission shall maintain a complete and accurate  
 796 record of all licensure proceedings.

797 501.12-13. Revocation of a License is solely limited to the licensing matter. Employment related  
 798 processes resulting from revocation of a License are determined solely through the personnel  
 799 processes and procedures of the Nation and are not licensing matters governed by this Ordinance.

800

### 801 **501.13. Gaming Services Licensing and Non-Gaming Services Permitting**

802 501.13-1. *Scope of Section.* This section applies to all individuals and entities providing Gaming  
 803 Services.

804 (a) The requirements of this Section are in addition to, and do not alter or amend any  
 805 requirements imposed by the Nation's Vendor Licensing law.<sup>2</sup>

806 501.13-2. *Gaming Services License or Non-Gaming Services Permit Required.*

807 (a) *Gaming Services License.* Any Gaming Services vendor providing Gaming related  
 808 contract goods or services as defined under Article VII(A) of the Compact to the Gaming  
 809 Operation shall possess a valid Gaming Services License.

810 (b) *Non-Gaming Services Permit.* Any vendor providing non-gaming related goods or

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<sup>2</sup> See also Appendix 1. Vendor Licensing/Permit.

- 811 services to the Gaming Operation shall possess a valid Non-Gaming Services permit.
- 812 (c) Determinations regarding the issuance of a License or permit under this section shall
- 813 be made by the Commission which may be subject to requests for reconsideration by the
- 814 Gaming Services vendor within fourteen (14) business days of receipt by the Gaming
- 815 Services vendor of the notice of License or permit determination.
- 816 501.13-3. *Approved Gaming Services Vendor List.* The Commission shall maintain an updated
- 817 and complete list of all Gaming Services vendors that possess current and valid Gaming Services
- 818 Licenses or Non-Gaming Services permits from the Commission, which is known as the Approved
- 819 License and Permit List.
- 820 (a) Gaming Operations may only do business with vendors that possess valid and current
- 821 Gaming Services Licenses or Non-Gaming Services permits and who appear on the
- 822 Approved License and Permit List.
- 823 501.13-4. *Gaming Services License/Permit Application.* Every Applicant for a License or
- 824 permit shall file with the Commission a written application in the form prescribed by the
- 825 Commission, duly executed and verified, which shall provide and certify the following; provided,
- 826 Non-Gaming Services vendors with less than two thousand five hundred dollars (\$2,500.00) in
- 827 services for the prior fiscal year are only required to file a notice of doing business with the
- 828 Commission:
- 829 (a) The Applicant's name and mailing address;
- 830 (b) The names and addresses of each officer or management official of the Applicant;
- 831 (c) A copy of the Applicant's articles of incorporation and bylaws, or if not a corporation,
- 832 the Applicant's organizational documents;
- 833 (d) Identification of an agent of service for the Applicant;
- 834 (e) The name and address of each person having a direct or indirect financial interest in
- 835 the Applicant;
- 836 (f) The nature of the License or permit applied for, describing the activity to be engaged
- 837 in under the License or permit;
- 838 (g) Explicit and detailed disclosure of any criminal record, including any delinquent
- 839 taxes owed to the United States, or any state, of the Applicant, any person involved in the
- 840 organization, and any person of interest whose name appears or is required to appear on
- 841 the application;
- 842 (h) Whether the Applicant is or has been licensed by the State of Wisconsin Office of
- 843 Indian Gaming Regulation and Compliance and, if applicable, proof of current licensure;
- 844 (i) Whether the Applicant has been licensed in the State of New Jersey, Nevada or by
- 845 any other gaming jurisdiction, including any Indian Tribe or Tribal governmental
- 846 organization and, if so, proof of such licensure and the status of any such License;
- 847 (j) Whether the Applicant has been denied a License by any gaming jurisdiction and, if
- 848 so, the identity of the jurisdiction, the date of such decision and the circumstances
- 849 surrounding that decision;
- 850 (k) Whether any License held by the Applicant has been refused renewal, conditioned,
- 851 suspended or revoked by an issuing authority and, if so, the circumstances surrounding that
- 852 action;
- 853 (l) A statement of waiver allowing the Nation to conduct a Background Investigation of
- 854 the Applicant and any person whose name appears or is required to appear on the
- 855 application;
- 856 (m) Whether the Applicant or any person whose name appears or is required to appear on

- 857 the application has or has had any business with the Nation or any business or personal  
858 relationship with any of the Nation's officers or employees;
- 859 (n) The name and contact information for all Tribes or Tribal organizations with whom  
860 the Applicant or any person whose name appears or is required to appear on the application  
861 has done business;
- 862 (o) Whether the Applicant or any person whose name appears or is required to appear on  
863 the application maintains any involvement in the business of wholesale distribution of  
864 alcoholic beverages;
- 865 (p) A statement that the Applicant has read and understands notices and the NIGC  
866 requirements relating to:
- 867 (1) The Privacy Act of 1974;
- 868 (2) False statements; and
- 869 (3) The Fair Credit Reporting Act.
- 870 (q) All additional information necessary to allow the Commission to investigate the  
871 Applicant and any person whose name appears or is required to appear on the application.
- 872 501.13-5. *Signature on Application.* Applications for Licenses or permits shall be signed by the  
873 following person:
- 874 (a) For companies and corporations (both for profit and non-profit), the highest ranking  
875 official of the corporation or other person to whom the authority to execute the application  
876 has been properly delegated.
- 877 (b) For a sole proprietorship, the principal owner.
- 878 (c) For a partnership, all partners.
- 879 (d) For a limited partnership, the general partner or partners.
- 880 501.13-6. *Incomplete Applications.* Applications that do not contain all information requested,  
881 including proper signatures, will be considered incomplete.
- 882 (a) Incomplete applications will not be considered by the Commission.
- 883 (b) The Commission shall notify an Applicant if an application is incomplete and what  
884 additional information is necessary to complete the application.
- 885 (1) If an Applicant who has submitted an incomplete application, and been  
886 notified of the deficiency in that application, fails to provide the information  
887 requested by the Commission, the application will be returned to the Applicant and  
888 the file closed.
- 889 501.13-7. *Supplemental Information.* The Commission may, in its discretion, request  
890 supplemental information from the Applicant.
- 891 (a) Supplemental information requested by the Commission shall be promptly submitted  
892 by the Applicant.
- 893 (1) An Applicant's failure or refusal to submit supplemental information  
894 requested by the Commission may constitute grounds for the denial of the  
895 application.
- 896 501.13-8. *Continuing Duty to Provide Information.* Applicants, permittees, and Licensees owe  
897 a continuing duty to provide the Commission with information and materials relevant to the  
898 Applicant's, permittee's, or Licensee's character or fitness to be licensed, including but not limited  
899 to any change in the licensing or permitting status of the Applicant, permittee, or Licensee in any  
900 foreign jurisdiction.
- 901 (a) An Applicant's, permittee's, or Licensee's failure to notify the Commission promptly  
902 of inaccuracies on an application or new information or materials relevant to him or her

- 903 may constitute grounds to deny, suspend or revoke a License or permit.
- 904 501.13-9. *Background Investigations.* Background Investigations for Gaming Services vendors  
905 shall be conducted as follows:
- 906 (a) *Gaming Related Equipment Gaming Services Vendors under Fifty Thousand Dollars*  
907 *(\$50,000.00) in Goods and/or Services Annually.* The Commission shall conduct the  
908 Background Investigations that are sufficient to determine the eligibility for licensing of  
909 all Gaming Services vendors that provide or anticipate providing under fifty thousand  
910 dollars (\$50,000.00) in goods and services annually.
- 911 (b) *Gaming Related Equipment Gaming Services Vendors over Fifty Thousand Dollars*  
912 *(\$50,000.00) in Goods and/or Services Annually.* The Commission shall review the  
913 background investigation conducted by the Wisconsin Office of Indian Gaming Regulation  
914 and shall conduct any necessary additional Background Investigation to ensure that the  
915 State background investigation is complete and current.
- 916 (c) *Other Non-Gaming Related Goods and/or Services Gaming Services Vendors.* The  
917 Commission shall conduct Background Investigations on a sufficient number of randomly  
918 selected applications in order to verify the accuracy of all applications.
- 919 (1) The random selection process shall be identified by regulation of the  
920 Commission.
- 921 501.13-10. *Licensing Action in a Foreign Jurisdiction.* If the States of Wisconsin, New Jersey,  
922 Nevada or any other gaming jurisdiction refuse to renew a License or permit, or conditions,  
923 suspends or revokes the License or permit of an Applicant, permittee or Licensee, such action may  
924 constitute grounds for similar action by the Commission.
- 925 501.13-11. *Claim of Privilege.* At any time during the licensing or permitting process, the  
926 Applicant may claim any privilege afforded by law.
- 927 (a) An Applicant's claim of privilege with respect to the production of requested  
928 information or documents or the provision of required testimony or evidence may  
929 constitute grounds for the denial, suspension or revocation of a License or permit.
- 930 501.13-12. *Withdrawal of an Application.* An Applicant may request to withdraw an application  
931 by submitting a written request to the Commission.
- 932 (a) The Commission retains the right, in its exclusive discretion, to grant or deny a  
933 request for withdrawal.
- 934 (b) An Applicant who withdraws an application is precluded from re-applying for a  
935 Gaming Services License or Non-Gaming Services permit for a period of one (1) year from  
936 the date the application was withdrawn.
- 937 501.13-13. *Suspension or Revocation of Gaming Services Licenses or Permits.* Except as  
938 provided in section 501.13-13(c) of this Ordinance, no License or permit may be suspended or  
939 revoked except after notice and opportunity for hearing.
- 940 (a) *Basis for Licensing or Permitting Action.* The Commission may suspend, modify, or  
941 revoke any Gaming Services License or Non-Gaming Services permit issued under this  
942 Ordinance if, after issuance of the License or permit, the Commission receives reliable  
943 information that would justify denial of the issuance or renewal of a License or permit, or  
944 if the Commission determines that the Licensee or permittee has:
- 945 (1) Knowingly made a materially false or misleading statement in any application  
946 for a License or permit, in any amendment thereto, or in response to a request by  
947 the Commission for supplemental information or in connection with any  
948 investigation of the Commission;

- 949 (2) Knowingly promoted, played or participated in any Gaming Activity operated  
950 in violation of the Compact, any law of the Nation, or other applicable law;
- 951 (3) Bribed or attempted to bribe a Commissioner or any other person in an  
952 attempt to avoid or circumvent any applicable law;
- 953 (4) Falsified any books or records relating to any transaction connected with  
954 operation of a Gaming Activity;
- 955 (5) Refused to comply with a lawful directive of the Nation, the federal  
956 government, or any court of competent jurisdiction; or
- 957 (6) Been convicted of or entered a plea of guilty or no contest to a crime involving  
958 the sale of illegal narcotics or controlled substances.
- 959 (b) *Suspension Notice.* The Commission shall provide a Licensee or permittee with  
960 written notice of suspension, which shall, at a minimum, notify the Licensee or permittee  
961 of the following:
- 962 (1) The Licensee's or permittee's right to conduct a file review prior to any  
963 hearing regarding the notice of suspension, and to make copies of any documents  
964 in that file;
- 965 (2) The Licensee's or permittee's right to present documents and witness  
966 testimony at the hearing and to be represented by counsel;
- 967 (3) The specific grounds upon which the suspension is based, including citations  
968 to relevant sections of this Ordinance, the IGRA, any applicable regulations and/or  
969 the Compact; and
- 970 (4) The time and place set by the Commission for the Licensee's or permittee's  
971 file review and hearing.
- 972 (c) *Immediate Suspension.* If, in the judgment of the Commission, the public interest and  
973 effective regulation and control of others require the immediate exclusion of a Licensee or  
974 permittee, the Commission may immediately suspend a Licensee or permit prior to a hearing  
975 on the matter.
- 976 (1) Such an immediate suspension takes effect upon service of the notice of  
977 immediate suspension.
- 978 (d) *File Review and Hearing.* Any notice of suspension or notice of immediate  
979 suspension shall set forth the time and date for the Licensee or permittee to conduct a file  
980 review and for a hearing.
- 981 (e) *Final Written Decision.* Within fifteen (15) business days after a hearing, the  
982 Commission shall issue a final written decision and decide whether to suspend, uphold an  
983 immediate suspension, revoke, or take other action concerning a Licensee or permit.
- 984 (f) *Default.* If a Licensee or permittee fails to appear for his or her hearing before the  
985 Commission, that right is deemed to have been waived and the Commission will proceed  
986 on the proposed licensing action by default.
- 987 (g) Unless identified in this Ordinance or regulations of the Commission, the hearing  
988 processes set forth in the Nation's Administrative Procedures Act shall apply.
- 989 501.13-14. *Original Hearing Body.* Any person aggrieved by a licensing or permitting decision  
990 of the Commission may appeal the decision by filing a request for an original hearing before the  
991 Commission.
- 992 (a) The Applicant, Licensee or permittee may file such request with the Commission in  
993 writing on or before the fifteenth (15<sup>th</sup>) day following the receipt of the Commission's  
994 decision.



995 (b) The Commission shall certify the record, developed in accordance with section  
996 501.13-9 or 501.13-13(a) of this Ordinance, within thirty (30) days of the date of the filing  
997 of the request for an original hearing.

998 (1) Those Commissioners participating in the initial licensing or permitting  
999 decision may not participate in the original hearing.

1000 (c) The Commission may determine to review the decision solely on the licensing or  
1001 permitting decision record and briefs filed regarding the request for reconsideration.

1002 (1) The Commission may also, in its sole discretion, grant oral arguments.

1003 (d) The Commission shall issue a written decision within one hundred twenty (120) days  
1004 from receipt of the request for the original hearing.

1005 (1) The Commission's decision is considered an original hearing decision and an  
1006 appeal may be made to the Judiciary as an appeal of an original hearing body.

1007

#### 1008 **501.14. Gaming Facility License**

1009 501.14-1. The construction and maintenance of any Gaming Facility, and the operation of  
1010 Gaming Activities, shall be conducted in a manner which adequately protects the environment and  
1011 the public health and safety, and shall comply with requirements of the Compact and all other  
1012 applicable health, safety, and environmental standards.

1013 501.14-2. The Oneida Business Committee shall receive, review and grant or deny any  
1014 application for licensing any Gaming Facilities located within the Reservation. Applicants shall  
1015 provide the Oneida Business Committee sufficient information to show the following:

1016 (a) The Gaming Facility meets all applicable health and safety standards of the Nation  
1017 and Federal government.

1018 (1) To show compliance with applicable health and safety standards, Gaming  
1019 Operator shall submit certified copies of Compliance Certificates issued by the  
1020 agencies responsible for the enforcement of the health and safety standards.

1021 (2) If health and safety standards are not met, proof shall be submitted by Gaming  
1022 Operator that the Gaming Facility is in the process of improvements which will  
1023 place the Gaming Facility in compliance with the applicable standards.

1024 (b) The Gaming Facility meets applicable environmental standards of the Nation and  
1025 Federal government.

1026 (1) To show compliance with applicable environmental standards, Gaming  
1027 Operator shall submit certified copies of an Environmental Assessment of the  
1028 Gaming Facility which were prepared by the agency responsible for the  
1029 enforcement of applicable environmental standards.

1030 (2) If the applicable environmental standards are not met, proof shall be  
1031 submitted by Gaming Operator that Remediation of the Gaming Facility is being  
1032 actively sought which will place the Gaming Facility in compliance with the  
1033 applicable standards.

1034 501.14-3. Upon receipt and review of the above information, the Oneida Business Committee  
1035 shall deliberate and either grant or deny for failure to meet the requirements of protecting the health  
1036 and safety of patrons, public and employees of a Gaming Facility License to the Applicant.

1037 (a) The Oneida Business Committee shall submit to the NIGC a copy of each Gaming  
1038 Facility License issued.

1039 501.14-4. If the Oneida Environmental, Health and Safety Department notifies the Oneida  
1040 Business Committee that a Gaming Facility will be closed by a governmental agency with proper



1041 authority due to environmental, health or safety concerns, the Oneida Business Committee shall  
1042 suspend the License of the Gaming Facility.

1043 (a) The Oneida Business Committee shall re-License the Gaming Facility after receiving  
1044 the information required in section 501.14-2 of this Ordinance.

1045

1046 **501.15. Gaming Operator License**

1047 501.15-1. *Consent to Jurisdiction.* The application for License and the conduct of Gaming  
1048 within the jurisdiction of the Nation is considered consent to the jurisdiction of the Nation in all  
1049 matters arising from the conduct of Gaming, and all matters arising under any of the provisions of  
1050 this Ordinance or other laws of the Nation.

1051 501.15-2. *License Required.* No Gaming Operator may conduct Gaming Activity unless such  
1052 entity holds a valid and current Gaming Operator License issued by the Commission.

1053 501.15-3. *Types of Licenses.* The Commission may issue each of the following types of Gaming  
1054 Operator Licenses:

1055 (a) *Tribally-Owned or Tribally-Operated Class II.* This License is required of all  
1056 Tribally-owned or Tribally-operated Gaming Operations operating one or more Class II  
1057 Gaming Activities.

1058 (b) *Tribally-Owned or Tribally-Operated Class III.* This License is required of all  
1059 Tribally-owned or Tribally-operated Gaming Operations operating one or more Class III  
1060 Gaming Activities.

1061 501.15-4. *Gaming Operator License Qualifications.* The Commission shall issue a Gaming  
1062 Operator License to any Gaming Operation if:

1063 (a) The Gaming Operation is to be located within the Reservation, or land taken into trust  
1064 after October 17, 1988, for Gaming purposes;

1065 (b) The Gaming Activity proposed to be played at the Gaming Operation is Class II or  
1066 Class III Gaming as defined by this Ordinance and IGRA; and

1067 (c) The proposed Gaming Operation is authorized by a resolution of the Oneida Business  
1068 Committee.

1069 501.15-5. *Provisions of General Applicability to All Gaming Operators.*

1070 (a) *Site and Gaming Operator Specified.* Each Gaming Operator License may be  
1071 applicable only to one (1) Gaming Operation and the Gaming Facility named on the  
1072 License.

1073 (b) *License Not Assignable.* No Gaming Operator License may be sold, lent, assigned or  
1074 otherwise transferred.

1075 (c) *Regulations Posted or Available.* Each Gaming Operator shall have a copy of this  
1076 Ordinance and any regulations promulgated thereunder available for inspection by any  
1077 person at each Gaming Facility.

1078 (d) *Display of License.* Each Gaming Operator shall prominently display its License at  
1079 each Gaming Facility.

1080 501.15-6. *Grandfathered Gaming Facilities.* All Gaming Operators operating on the effective  
1081 date of July 5, 2007, are hereby granted a License under this section.

1082 501.15-7. *License Application Fees and License Taxes.* No application fees or License taxes  
1083 may be required by the Nation for a Gaming Operator License.

1084 501.15-8. *Closure of a Gaming Operation.* If the Commission finds that any Gaming Operation  
1085 is operating in violation of this Ordinance, or otherwise presents a threat to the public, the  
1086 Commission shall immediately notify the Oneida Business Committee.

1087 (a) The Oneida Business Committee may close any Gaming Operation temporarily or  
1088 permanently at any time with or without cause, at its sole discretion.  
1089

1090 **501.16. Games**

1091 501.16-1. Class II and Class III Games are hereby authorized by this Ordinance.

1092 501.16-2. *Gaming Procedures.* Games operated under this Ordinance shall be consistent with  
1093 the Compact and any amendments thereto and the Internal Control Standards and Rules of Play of  
1094 the Gaming Operation.

1095 501.16-3. *Who May Not Play.* It is the policy of the Nation that particular Gaming Employees,  
1096 employees of the Commission, particular governmental officials, and consultants who directly  
1097 advise the Commission or employees at Gaming Facilities regarding gaming related activities may  
1098 not participate in Gaming Activities conducted at Gaming Operations.

1099 (a) At a minimum, members of the Oneida Business Committee, the Commission, the  
1100 Gaming General Manager, assistant gaming general managers, directors of individual  
1101 Games and assistant directors of individual Games may not participate in any Gaming  
1102 Activity within the Reservation.

1103 (b) The Oneida Business Committee may identify by resolution additional positions  
1104 restrictions on Gaming Activity conducted at Gaming Facilities.

1105 (1) Such resolution shall be on file with the Commission.

1106 (c) The Commission and Senior Gaming Management shall each develop and maintain  
1107 their own standard operating procedure identifying other positions and any applicable  
1108 restrictions on Gaming Activity conducted at Gaming Facilities.

1109 (1) The standard operating procedure and the list of positions shall be on file with  
1110 the Commission.  
1111

1112 **501.17. Allocation of Gaming Funds**

1113 501.17-1. Net Gaming revenues may only be used for the following purposes:

1114 (a) To fund government operations, programs, or services of the Nation;

1115 (b) To provide for the general welfare of the Nation and its members; provided, that per  
1116 capita payments may only be made pursuant to an approved revenue allocation plan;

1117 (c) To promote economic development of the Nation;

1118 (d) To contribute to charitable organizations;

1119 (e) To assist in funding operations of other local governments;

1120 (f) To fund programs designed to provide education, referrals, and treatment of Gaming  
1121 addiction disorders; and

1122 (g) For any other purpose as determined by the Oneida General Tribal Council or the  
1123 Oneida Business Committee which is not inconsistent with the Oneida Nation Constitution  
1124 and IGRA.  
1125

1126 **501.18. Audits**

1127 501.18-1. *Annual Audit.* An annual audit of each Gaming Operation shall be conducted by an  
1128 independent, certified public accounting firm according to generally accepted accounting  
1129 principles.

1130 (a) Copies of the annual audit shall be provided to the Oneida Business Committee, the  
1131 Nation's Audit Committee, the Commission, and the NIGC by said certified public  
1132 accounting firm.

1133 (b) All contracts for supplies, services, or concessions for the Gaming Operations in  
 1134 excess of twenty-five thousand dollars (\$25,000.00) are subject to audit as prescribed in  
 1135 this section of the Ordinance.

1136 (1) Contracts for legal services and accounting services are exempt from this  
 1137 requirement.

1138 501.18-2. *Other Audits.* All audits, other than the annual audit under section 501.18-1 of this  
 1139 Ordinance, shall be conducted pursuant to the Nation's Internal Audit law or any other applicable  
 1140 law of the Nation, and other audits authorized under the Compact.

1141 501.18-3. *Request for Audits.* Any audit, except the annual audit that is mandated by IGRA,  
 1142 may be authorized at any time by the Oneida General Tribal Council, the Oneida Business  
 1143 Committee or the Nation's Audit Committee.

1144

#### 1145 **501.19. Enforcement and Penalties**

1146 501.19-1. No individual or entity may own or operate a Gaming Facility unless specifically  
 1147 authorized to do so pursuant to this Ordinance.

1148 501.19-2. *Violations/Prosecutions.* Violators of this Ordinance may be subject to disciplinary  
 1149 action, as well as civil and/or criminal prosecutions.

1150 501.19-3. *Remedies.* The Oneida Business Committee may authorize commencement of an  
 1151 action in any court of competent jurisdiction to recover losses, restitution, and forfeitures resulting  
 1152 from violations of this Ordinance.

1153

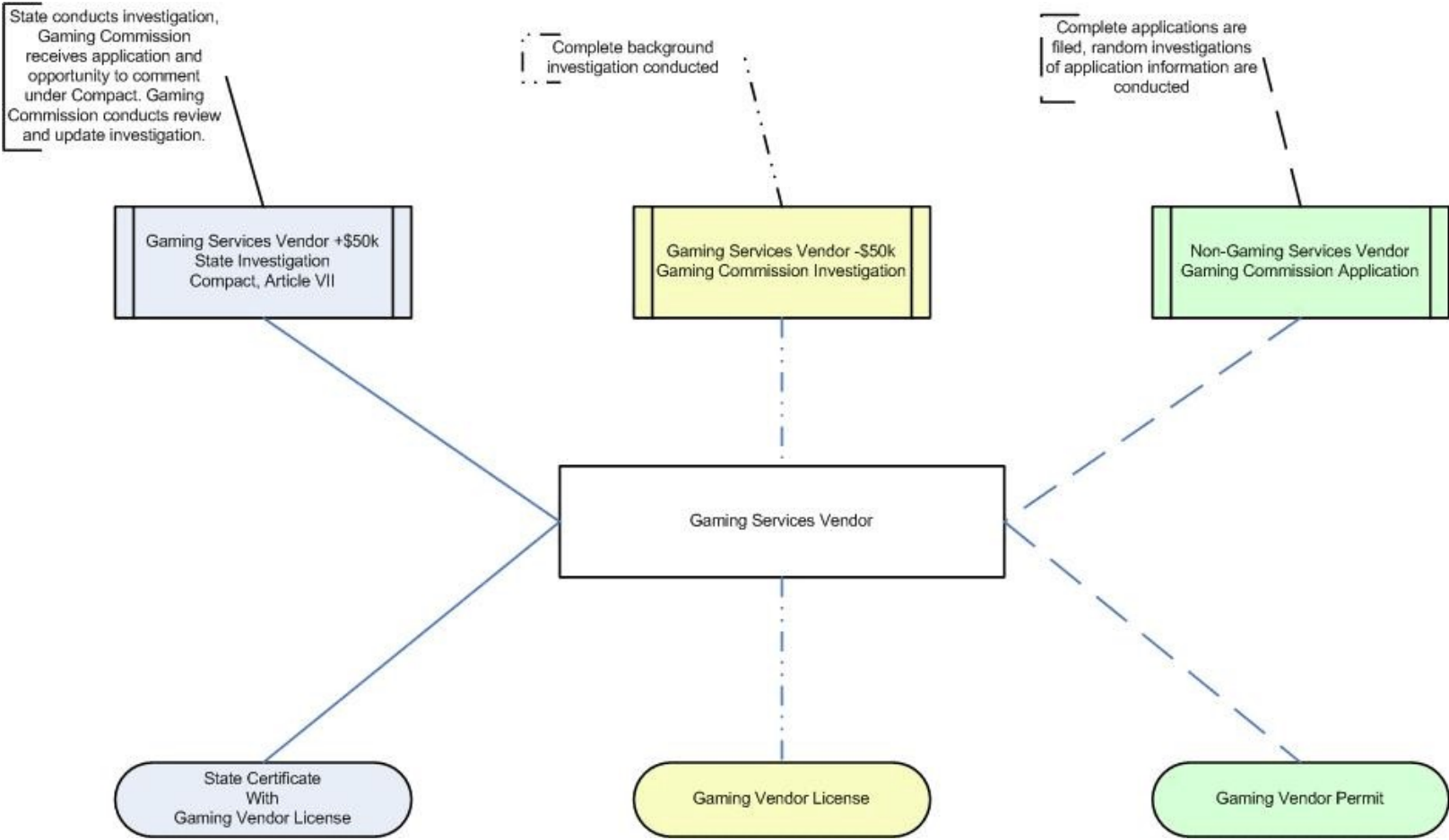
1154 *End.*

~~1155~~

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1157	Adopted	GTC-7-05-04-A
1158	Emergency Amended	BC-7-14-04-A
1159	Amendment	BC-10-06-04-D
1160	Emergency Amended	BC-11-03-04-A
1161	Permanent Adoption	BC-3-23-05-C
1162	Amended	BC-9-23-09-D
1163	Amended	BC-06-25-14-C (effective 11 01 2014)
1164	Emergency Amended	BC-10-08-14-C (effective 11 01 2014)
1165	Amended	BC-09-09-15-A (effective 09 09 2015)
1166	Emergency Amended	BC-05-12-21-D
1167	Emergency Extended	BC-11-10-21-A
1168	Amended	BC- _ - _ - _

Appendix 1. Vendor License/Permit



# FINANCE ADMINISTRATION

## Fiscal Impact Statement



# MEMORANDUM

TO: Lawrence Barton, Chief Financial Officer

FROM: RaLinda Ninham-Lamberies, Assistant Chief Financial Officer

DATE: April 28, 2022

RE: **Fiscal Impact of the Oneida Nation Gaming Ordinance**

## I. Estimated Fiscal Impact Summary

<b>Law:</b> Oneida Nation Gaming Ordinance		
<b>Implementing Agency:</b> Internal Security, Oneida Police Department, Oneida Gaming Commission, Oneida Gaming Management, and Oneida Business Committee		
<b>Estimated time to comply</b>	Sixty to Ninety days	
<b>Estimated Impact</b>	<b>Current Fiscal Year</b>	<b>10 Year Estimate</b>
<b>Total Estimated Fiscal Impact</b>	<b>\$0</b>	<b>\$0</b>

## II. Background

### A. Legislative History

This law was adopted by the Oneida General Tribal Council by resolution GTC-07-05-04A and the Oneida Business Committee by resolutions BC-10-06-04D, BC-03-23-05-C, BC 09-23-09D, BC 06-24-14B and BC 09-09-15 and emergency amendments by resolution BC-05-12-21D and BC 11-10-21A.

### B. Summary of Content

The amendment includes makes the following changes to the Oneida Nation Gaming Ordinance Law:

- The Law will remove the Security Department as a department of the Oneida Police Department;
- Gaming Security shall report investigations of possible criminal or quasi-criminal activity to the Oneida Police Department;

- The law removes the requirement to provide copies of all reports of the Gaming Security Department to the Oneida Gaming Commission;
- The law removes the requirement to have an Executive Director for the Oneida Gaming Commission responsible for hiring and managing personnel of the Commission;
- The law provides that the Oneida Gaming Commission, or designee, shall be responsible for the hiring and managing of any personnel of the Commission.

### **III. Methodology and Assumptions**

A “Fiscal Impact Statement” means an estimate of the total identifiable fiscal year financial effects associated with legislation and includes startup costs, personnel, office expenses, documentation costs, as well as an estimate of the amount of time necessary for an agency to comply with the Law after implementation.

Finance does NOT identify the source of funding for the estimated cost or allocate any funds to the legislation.

The analysis was completed based on the information provided as of the date of this memo.

### **IV. Executive Summary of Findings**

The Law removes Security as a department of the Oneida Police Department. The Internal Security Director, Gaming General Manager, and Commission shall enter into an agreement, subject to approval by the Oneida Business Committee, describing each party’s responsibilities and reporting requirements. There is no longer a requirement to hire an Executive Director for the Oneida Gaming Commission.

### **V. Agency**

The changes in the Law recommend organizational personnel restructure and accompanying reporting changes.

### **VI. Financial Impact**

There is no direct fiscal impact of the Law as it codifies organizational structure and reporting process.



**VII. Recommendation**

Finance Department does not make a recommendation in regard to course of action in this matter. Rather, it is the purpose of this report to disclose potential financial impact of this legislation, so that the Oneida Business Committee and General Tribal Council has the information with which to render a decision.

Adopt the resolution entitled BIA Solid Waste Disposal FY22

---

## Business Committee Agenda Request

1. Meeting Date Requested: 05/11/22

2. Session:

Open     Executive – must qualify under §107.4-1.

Justification: *Choose or type justification.*

3. Requested Motion:

Accept as information; OR

Approve Resolution

4. Areas potentially impacted or affected by this request:

Finance

Programs/Services

Law Office

MIS

Gaming/Retail

Boards, Committees, or Commissions

Other: *Describe*

5. Additional attendees needed for this request:

Marsha Danforth, Grants Office

Mark W. Powless, General Manager

*Name, Title/Entity OR Choose from List*

*Name, Title/Entity OR Choose from List*

**6. 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> |                                                  |                                                 |

**7. Budget Information:**

- |                                                         |                                                  |
|---------------------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> Budgeted – Tribal Contribution | <input type="checkbox"/> Budgeted – Grant Funded |
| <input type="checkbox"/> Unbudgeted                     | <input type="checkbox"/> Not Applicable          |
| <input type="checkbox"/> Other: Grant application       |                                                  |

**8. Submission:**

Authorized Sponsor: Marsha Danforth, Grant Specialist

Primary Requestor: COORD-ENVIRONMENTAL COMPLIANCE • EHSLA  
QUALITY

# Oneida Nation

Post Office Box 365

Phone: (920)869-2214



Oneida, WI 54155

**BC Resolution # \_\_\_\_\_**  
**BIA Solid Waste Disposal FY22**

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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 Oneida Nation has determined that the overall goal of the Oneida Nation is to protect, maintain and improved the standard of living and the environment in which the Oneida people live; and

**WHEREAS,** the Oneida Nation understands that a clean environment is an essential community need; and

**WHEREAS,** the Oneida Nation supports the Environmental, Health, Safety, Land and Agricultural Division in its efforts to improve the standard of living and the environment of the Oneida Nation and any environmental challenges.

**NOW THEREFORE BE IT RESOLVED,** that the Oneida Nation authorizes and submits and application to the BIA Solid Waste Disposal grant program for \$30,000 with no match to support two curbside collection events for large and bulky items for Oneida Nation Solid Waste and Recycling Customers

**GRANT PROPOSAL AUTHORIZATION FORM**

ONEIDA GRANTS OFFICE

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

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

**PROGRAM INFORMATION**

<b>Department:</b> Environmental Quality	<b>Division/Non-Division:</b> EHSLA Division
<b>Program:</b> Solid Waste and Recycling	<b>Program Accountant:</b> Patricia Fisken
<b>Person Responsible for proposal development:</b> Victoria Flowers	<b>Phone:</b> (920)366-6720
<b>Person Responsible for grant administration:</b> Victoria Flowers	<b>Phone:</b> (920)366-6720
<b>Project Title:</b> BIA Solid Waste Disposal FY22	

**GRANT INFORMATION**

<b>Name of Funding Source:</b> BIA	<b>Type (pick one):</b> Federal	
<b>Title of Grant:</b> BIA Solid Waste Disposal FY22	<b>CFDA No:</b>	
<b>Application Deadline:</b> 5/11/22	<b>Grant Amount:</b> 30,000	
<b>Project Period (dates):</b> 6/1/22-6/1/23	<b>Budget Period (dates):</b> 6/1/22-6/1/23	<b>Type of Project (pick one):</b> New
<b>Maximum Match Request (% or \$):</b>	<b>Match Type (pick one):</b> None	
<b>Is a Tribal resolution required? If yes, please notify Grants Office immediately.</b> Yes		

**PLEASE MAKE SURE TO ANSWER THE FOLLOWING:**

Will this grant create a: New position No Committee No Commission No Board No

Will this grant fund an existing position? No Name of Position(s):

If Yes to a new position has HRD been informed? No

If Yes to any of above has MIS been informed for computer needs? No

If Yes to any of above has Facilities Management been informed of space needs? No

**If YES, attach draft job description for all grant funded positions.**

**PLEASE NOTE: Position/employee will be phased out when grant funding ends.**

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

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

Funding to support two curbside collection events for large and bulky items for Oneida Nation Solid Waste and Recycling Customers.

**Reporting:** Quarterly   Semi-Annually   Yearly   Narrative   Financial

**SIGNATURES**

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

James L. Snitgen  
Digitally signed by James L. Snitgen  
Date: 2022.04.29 15:18:59 -05'00'

---

**Supervisor Signature** **Date**  
VERIFIES & APPROVES MATCH

Mark W. Powless  
Digitally signed by Mark W. Powless  
Date: 2022.05.02 15:27:34 -05'00'

---

**General Manager Signature** **Date**  
APPROVES GRANT PROJECT

Nicole Rommel  
Digitally signed by Nicole Rommel  
Date: 2022.05.02 10:14:51 -05'00'

---

**Div./Non-Div. Director Signature** **Date**  
APPROVES GRANT PROJECT & MATCH

Cheryl Stevens  
Digitally signed by Cheryl Stevens  
Date: 2022.05.03 11:06:57 -05'00'

---

**Grants Office Signature** **Date**  
FINAL SIGNATURE PRIOR TO OBC SIGNATURES

Revised: 9/18/2020

GO-001



Adopt the resolution entitled Extension of Declaration of Public Health State of Emergency Until July 22,...

## Business Committee Agenda Request

**1. Meeting Date Requested:** 05/11/22

**2. Session:**

Open     Executive – must qualify under §107.4-1.

Justification: *Choose or type justification.*

**3. Requested Motion:**

Accept as information; OR

Action: Business Committee to consider extending the Public Health State of Emergency by adopting the attached resolution. If the resolution for extending the Public Health State of Emergency is adopted, the Business Committee may review the adopted resolution on June 22nd, 2022

**4. Areas potentially impacted or affected by this request:**

Finance

Programs/Services

Law Office

MIS

Gaming/Retail

Boards, Committees, or Commissions

Other: *Describe*

**5. Additional attendees needed for this request:**

*Name, Title/Entity OR Choose from List*

*Name, Title/Entity OR Choose from List*

*Name, Title/Entity OR Choose from List*

*Name, Title/Entity OR Choose from List*

**6. 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 checked="" 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: Public Health Recommendation |                                                  |                                                         |

**7. Budget Information:**

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

**8. Submission:**

Authorized Sponsor: Tehassi Hill, Chairman

Primary Requestor: Jameson Wilson, Project Coordinator

# Oneida Nation

Post Office Box 365

Phone: (920)869-2214



Oneida, WI 54155

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**BC Resolution # \_\_\_\_\_  
Extension of Declaration of Public Health State of Emergency Until July 22, 2022**

**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 has proclaimed a public health emergency related to the spread of the COVID-19 virus and has identified that the spread of the virus has resulted in large numbers of individuals becoming ill and high mortality rates, impacts to the stock markets, and businesses; and

**WHEREAS,** state governors, including the State of Wisconsin, have declared public health emergencies and state public health officers have issued orders, for example, closing public schools, limiting public gatherings, and closing restaurants and bars except for take-out orders; and

**WHEREAS,** on March 12, 2020 the Chairman declared a Public Health State of Emergency, the Oneida Business Committee took actions to take steps to protect the health and welfare of the members, employees and the community, including instituting expenditure restrictions to preserve resources for the provision of governmental services to members most at risk, closure of the Nation’s gaming operations, and insuring that employees will continue to be paid during the Public Health State of Emergency as long as the Nation’s resources will allow; and

**WHEREAS,** the Public Health State of Emergency has extended continuously since the initial declaration; and

**WHEREAS,** the status of the COVID-19 pandemic continues to change with identification of new variants and increases in positive rates and increased hospitalizations as identified by the U.S Centers for Disease Control (CDC) with recommendations being changed to reflect this constantly varying pandemic landscape; and

**WHEREAS,** the CDC is now recommending local review and actions based on lagging and leading indicators that show the ability of the local government and tribes to react to increasing and decreasing rates; and

**WHEREAS,** the Oneida Business Committee continues to work with the Public Health Officer to understand the public health impacts of COVID-19 and its variants in order to have the most effective information regarding public health safety declarations and guidelines; and

44 **WHEREAS,** the Oneida Business Committee has determined that continuing the Public Health State of  
45 Emergency continues to be necessary and that its declaration should be longer given the  
46 ongoing pandemic impact and the inability to identify mechanisms to control for infection  
47 or protect the public;  
48

49 *Extension of Public Health State of Emergency Declaration*

50 **NOW THEREFORE BE IT RESOLVED,** that in accordance with section 302.8-2 of the Emergency  
51 Management Law, the Oneida Business Committee extends the Public Health State of Emergency  
52 declaration ending at 11:59 p.m. on July 22, 2022.



Oneida Nation  
 Oneida Business Committee  
 Legislative Operating Committee  
 PO Box 365 • Oneida, WI 54155-0365  
[Oneida-nsn.gov](http://Oneida-nsn.gov)



## Statement of Effect

*Extension of Declaration of Public Health State of Emergency Until July 22, 2022*

### *Summary*

This resolution extends the Nation's Declaration of the Public Health State of Emergency until July 22, 2022.

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

*Date: May 3, 2022*

### *Analysis by the Legislative Reference Office*

The Oneida Business Committee ("OBC") adopted the Emergency Management law to provide for the development and execution of plans that protect residents, property and the environment in an emergency or disaster; provide for the direction of emergency management, response and recovery on the Reservation, as well as coordination with other agencies, victims, businesses and organizations; establish the use of the National Incident Management System; and designate authority and responsibilities for public health preparedness. [3 O.C. 302.1-1].

Under the Emergency Management law, the OBC is delegated 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 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)]. No proclamation of an emergency by the OBC may last for longer than sixty (60) days, unless renewed by the OBC. [3 O.C. 302.8-2].

As a result of the COVID-19 virus, in accordance with the authority granted to the OBC under the Emergency Management law, on March 12, 2020, Chairman Tehassi Hill signed a "*Declaration of Public Health State of Emergency*" which set 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 OBC has since extended the Public Health State of Emergency until May 23, 2022, 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, BC-03-10-21-D, and BC-05-12-21-A, BC-06-23-21-B, BC-07-28-21-N, BC-09-22-21-A, BC-11-24-21-F, BC-01-12-22-B, and BC-03-23-22-A. [3 O.C. 302.8-2].

This resolution provides that the OBC has determined that continuing the Public Health State of Emergency remains necessary given the ongoing pandemic impact and the inability to identify mechanisms to control for infection or protect the public.

Through the adoption of this resolution, in accordance with section 302.8-2 of the Emergency Management law, the Oneida Business Committee extends the Public Health State of Emergency declaration until 11:59 p.m. on July 22, 2022.

***Conclusion***

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



Oneida Comprehensive Health Division  
 Oneida Community Health Center  
 Behavioral Health Services  
 Anna John Resident Centered Care Community  
 Employee Health Nursing



**To:** Oneida Business Committee

**From:** Debra Danforth, Oneida Comprehensive Health Division Operations Director  
 Dr Kennard, Oneida Comprehensive Health Division Medical Director  
 Michelle Myers, Community/ Public Health Officer

**Date:** May 4, 2022

**RE:** Recommendations to extend public health emergency

Throughout the pandemic, we have chosen to follow the science in our mitigation strategies aimed to slow the spread of COVID-19 in the Oneida Community.

With widespread access to vaccines, testing, treatment options and high levels of population immunity, a new approach to monitoring the pandemic was implemented in February 2022- Centers for Disease Control and Prevention (CDC) COVID-19 Community Level metrics. Currently both Brown and Outagamie Counties are identified as “low”.  
<https://www.cdc.gov/coronavirus/2019-ncov/science/community-levels.html>

Available COVID-19 data demonstrates an increase in reported cases and a growing trend in hospital utilization within the Northeast Region and other parts of WI the past two weeks. This data reminds us COVID-19 is not gone and it continues to spread in our communities.

Available COVID-19 data continues to demonstrate greater risk to the American Indian population in WI.

- Greater rates of COVID-19 illness than other WI residents.
- Lower COVID-19 vaccination rates than other WI residents.

The health response team recognizes the benefit of extending the public health emergency declaration. The extension would allow for any necessary quick pivots to control the spread of COVID-19 in the community should data metrics indicate the need. It also allows time for departments to work through some recovery activities such as updating safe operating plans.

In collaboration with Oneida Emergency Management, **the health response team recommends the Oneida Business Committee extend the public health emergency another 60 days.**

Recommendations will continue to change based upon available data and updates on the COVID-19 pandemic. Thank you for your continued collaboration and partnership as we work together to stop the spread of COVID-19 in the Oneida community.

Mailing Address: P.O. Box 365, Oneida, WI 54155  
<https://oneida-nsn.gov/resources/health/>

Oneida Community Health Center  
 Behavioral Health Services  
 Anna John Resident Centered Care Community  
 Employee Health Nursing

525 Airport Rd., Oneida, WI 54155  
 2640 West Point Rd., Green Bay, WI 54304  
 2901 S. Overland Rd., Oneida, WI 54155  
 701 Packerland Dr., Green Bay, WI 54303

Phone: (920) 869-2711 or 1-866-869-2711  
 Phone: (920) 490-3790 or 1-888-490-2457  
 Phone: (920) 869-2797  
 Phone: (920) 405-4492

Fax: (920) 869-1780  
 Fax: (920) 490-3883  
 Fax: (920) 869-3238  
 Fax: (920) 405-4494

Sincerely,

Michelle Myers BSN, RN  
Community/ Public Health Officer

CC: Kaylynn Gresham, Emergency Management  
Debra Danforth, Comprehensive Health Division Operations Director  
Dr Kennard, Oneida Comprehensive Health Division Medical Director  
Mark Powless, General Manager

Oneida Comprehensive Health Division  
Oneida Community Health Center  
Behavioral Health Services  
Anna John Resident Centered Care Community  
Employee Health Nursing



May 4, 2022

Updated COVID-19 data to consider during discussions:

Extension of the Oneida Nation Public Health Emergency declaration.

Submitted by:

Debra Danforth, Dr Kennard, Michelle Myers

Mailing Address: P.O. Box 365, Oneida, WI 54155  
<https://oneida-nsn.gov/resources/health/>

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Fax: (920) 869-1780  
Fax: (920) 490-3883  
Fax: (920) 869-3238  
Fax: (920) 405-4494

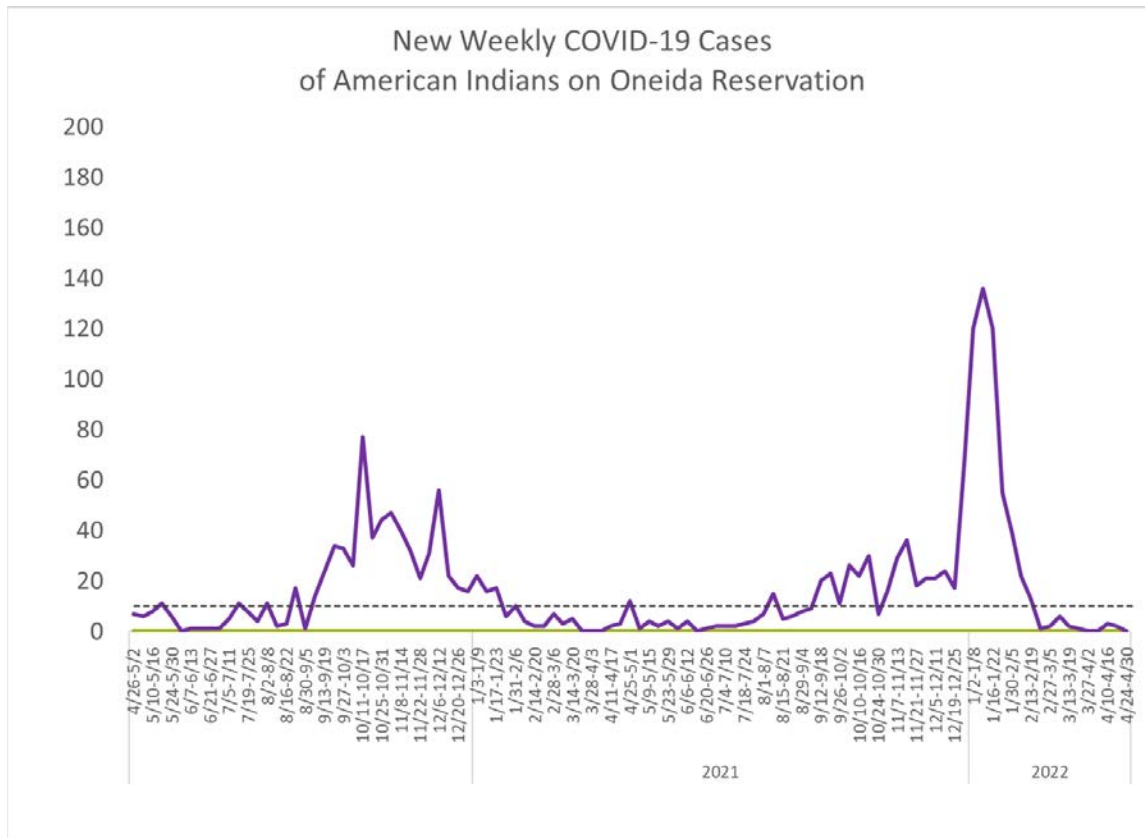
**ONEIDA NATION JURISDICTION DATA:**

**COVID-19 Case Data**

Oneida Nation COVID-19 Data  
As of 5/3/2022 2:00 PM

	Confirmed Positive Cases	Active Cases	Recovered Cases	Deaths
Oneida Nation Total	1,783 (+1)	1	1,770	12
Oneida Nation - Brown County	1,028	1	1,022	5
Oneida Nation - Outagamie County	755	0	748	7

Hospitalizations (Ever Hospitalized): 131  
Vaccine Breakthrough Cases: 445



Oneida Nation Health Department retrieved 05/03/2022

<https://oneida-nsn.gov/connect/news/oneida-nation-covid-19-resource-page/#Stats>

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



## Relevant COVID-19 Case Count Data

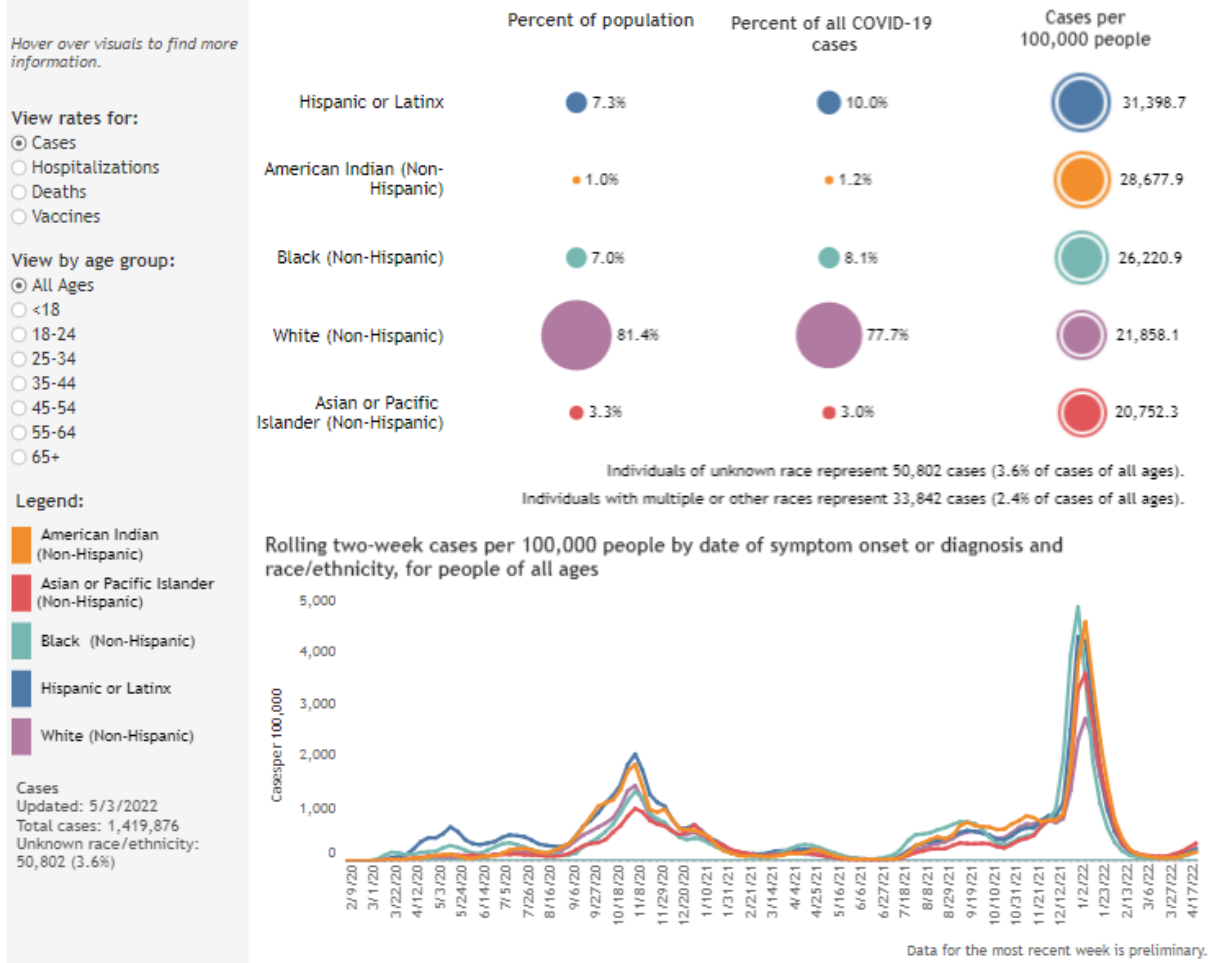
## COVID-19: Racial and Ethnic Disparities

### Data view by case rates

#### Health impact of COVID-19 by race and ethnicity

Communities of color have experienced higher rates of COVID-19 cases, hospitalizations, and deaths since the pandemic began. Compared to White Wisconsin residents, Hispanic or Latinx residents have 1.4 times greater case rates, Black residents have 1.8 times greater hospitalization rates, and American Indian residents have 1.3 times greater death rates.

Even while negative outcomes are higher, vaccination rates are lower in communities of color. The highest disparities of vaccination rates exist in Black and Hispanic communities, where Black residents are 20 percent (0.8 times), and Hispanic or Latinx residents are slightly less (0.9 times) as likely to be vaccinated compared to White residents.



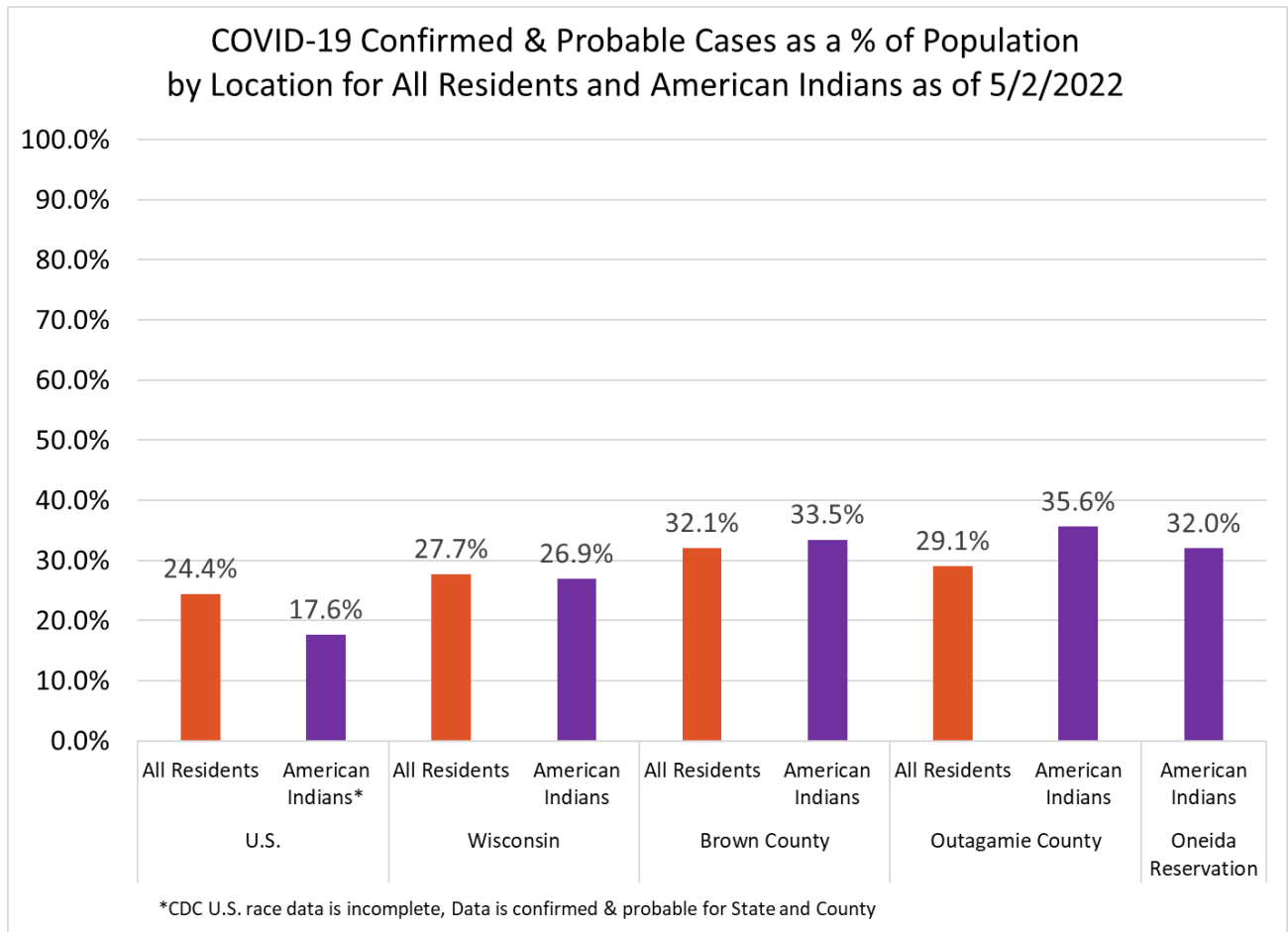
WI Department of Health Services- Public Health retrieved 05/03/2022

<https://www.dhs.wisconsin.gov/covid-19/disparities.htm>

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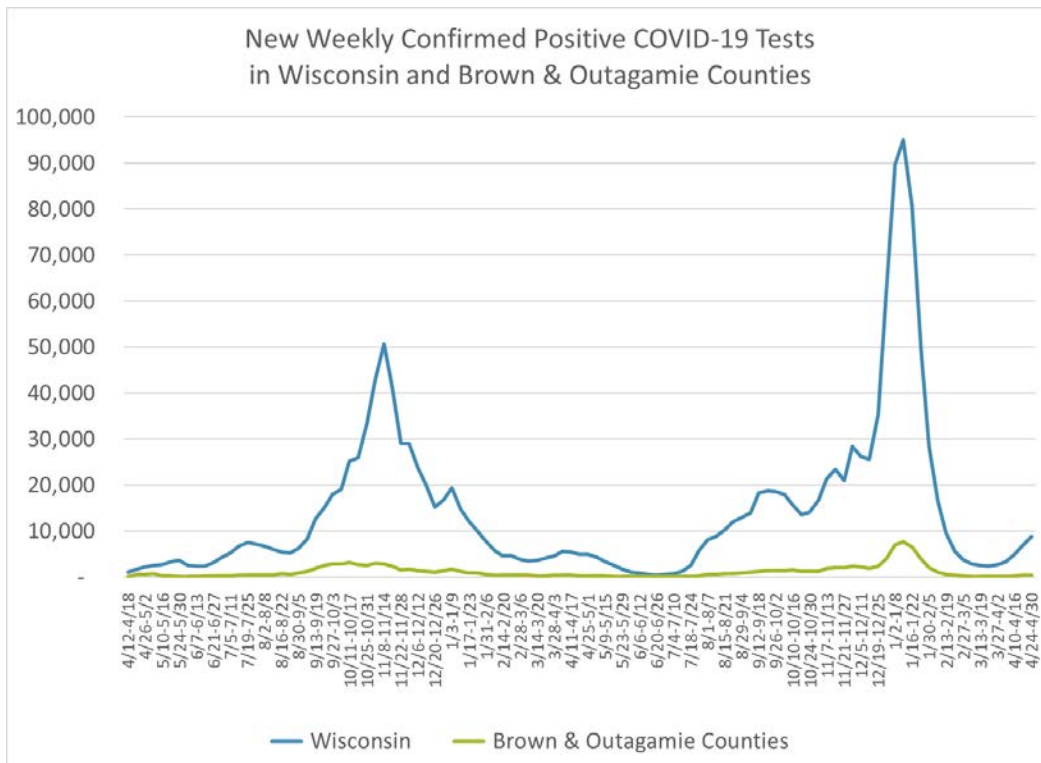


*WI Department of Health Services- Public Health*  
<https://data.dhsgis.wi.gov/datasets/covid-19-historical-data-table/data>

*U.S. Centers for Disease Control and Prevention*  
[https://covid.cdc.gov/covid-data-tracker/#cases\\_casesinlast7days](https://covid.cdc.gov/covid-data-tracker/#cases_casesinlast7days)

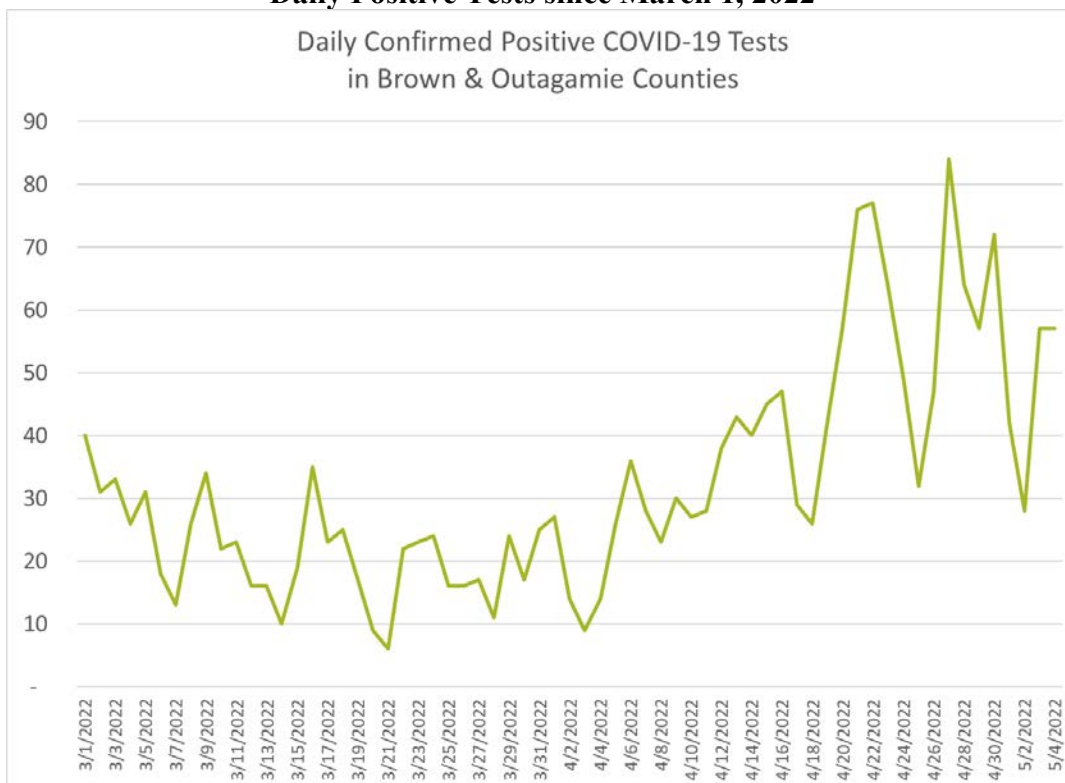
*U.S. Census Bureau American Community Survey Population Estimates*  
<https://data.census.gov/cedsci/advanced>

*Oneida Nation Health Department*  
<https://oneida-nsn.gov/connect/news/oneida-nation-covid-19-resource-page/#Stats>



WI Department of Health Services- Public Health retrieved 05/02/2022  
<https://data.dhsgis.wi.gov/datasets/covid-19-historical-data-table/data>

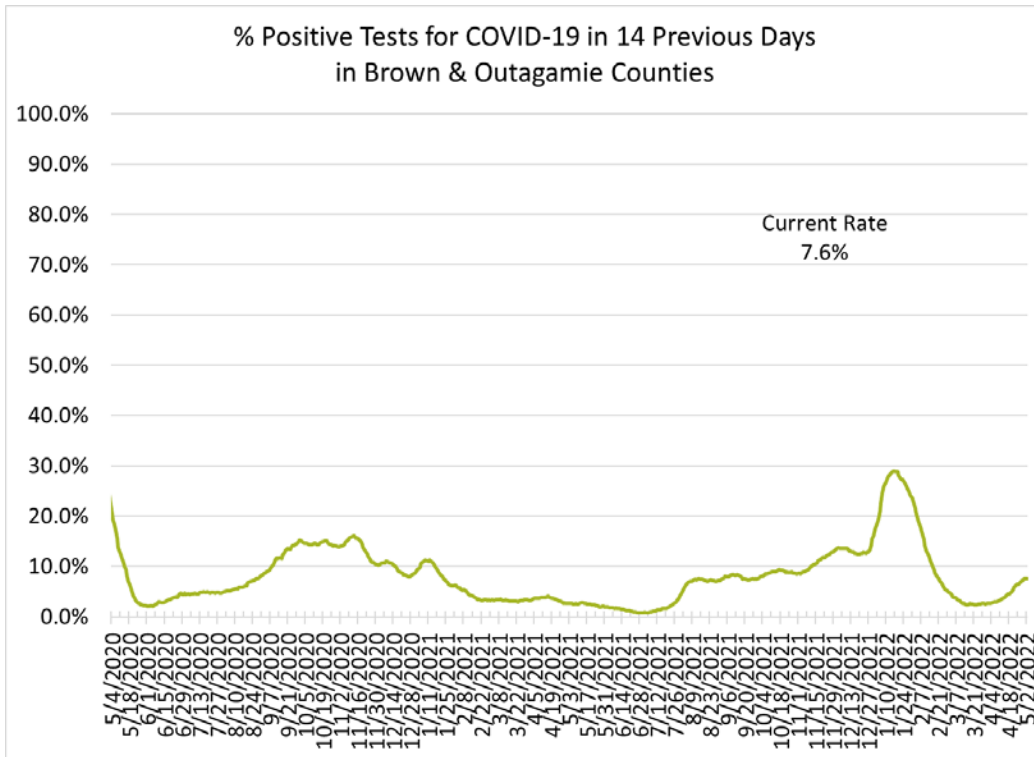
**Daily Positive Tests since March 1, 2022**



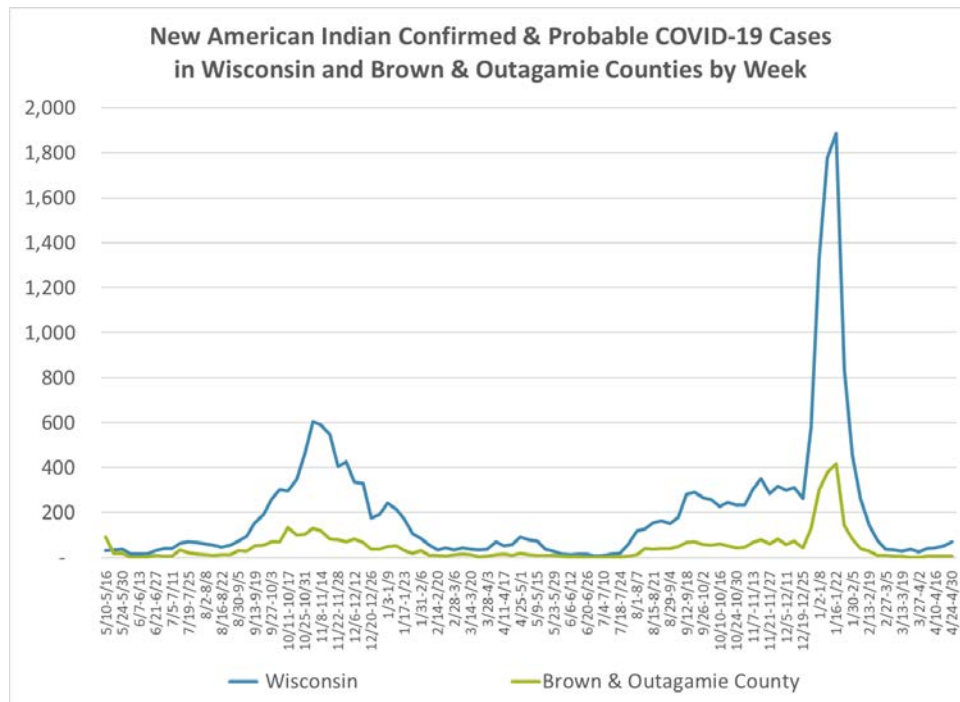
WI Department of Health Services- Public Health retrieved 05/04/2022  
<https://data.dhsgis.wi.gov/datasets/covid-19-historical-data-table/data>

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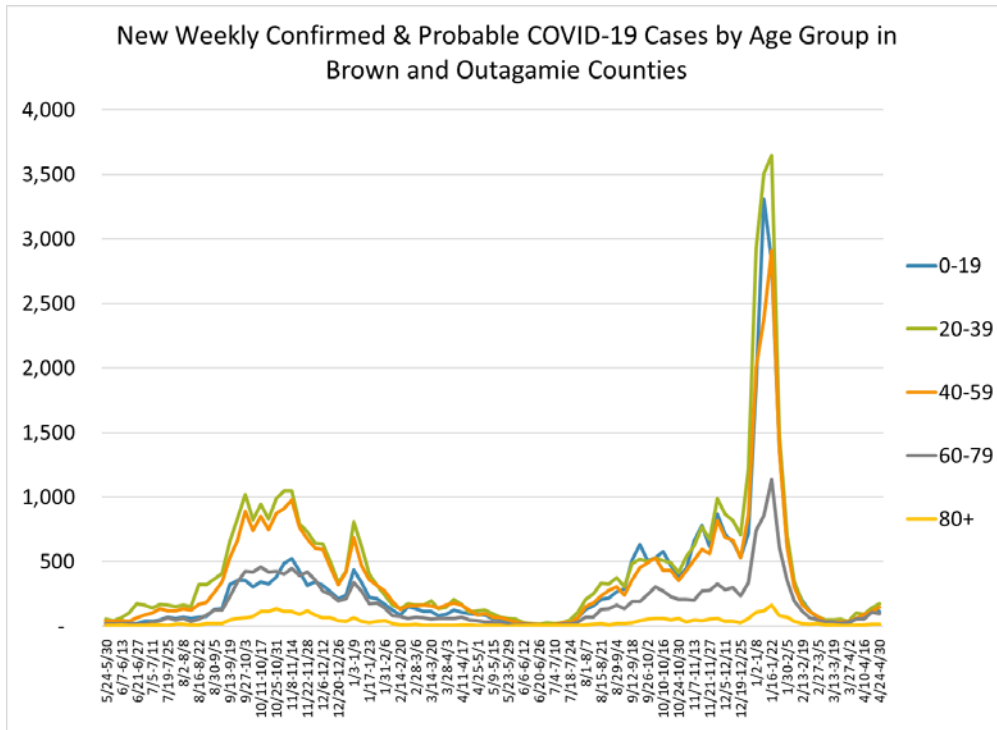




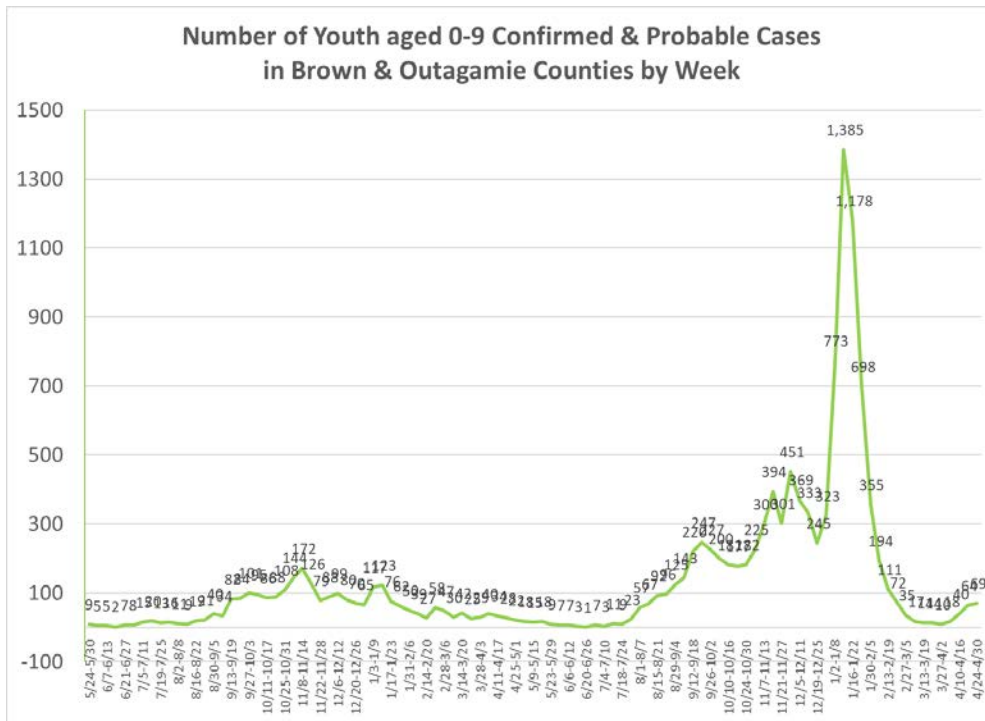
WI Department of Health Services- Public Health retrieved 05/02/2022  
<https://data.dhsgis.wi.gov/datasets/covid-19-historical-data-table/data>



WI Department of Health Services- Public Health retrieved 05/02/2022  
<https://data.dhsgis.wi.gov/datasets/covid-19-historical-data-table/data>



WI Department of Health Services- Public Health retrieved 05/02/2022  
<https://data.dhsgis.wi.gov/datasets/covid-19-historical-data-table/data>



WI Department of Health Services- Public Health retrieved 05/02/2022  
<https://data.dhsgis.wi.gov/datasets/covid-19-historical-data-table/data>

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## Relevant COVID-19 Death Data

# COVID-19: Racial and Ethnic Disparities

## Data view by Death rates

### Health impact of COVID-19 by race and ethnicity

Communities of color have experienced higher rates of COVID-19 cases, hospitalizations, and deaths since the pandemic began. Compared to White Wisconsin residents, Hispanic or Latinx residents have 1.4 times greater case rates, Black residents have 1.8 times greater hospitalization rates, and American Indian residents have 1.3 times greater death rates.

Even while negative outcomes are higher, vaccination rates are lower in communities of color. The highest disparities of vaccination rates exist in Black and Hispanic communities, where Black residents are 20 percent (0.8 times), and Hispanic or Latinx residents are slightly less (0.9 times) as likely to be vaccinated compared to White residents.

Hover over visuals to find more information.

View rates for:

- Cases
- Hospitalizations
- Deaths
- Vaccines

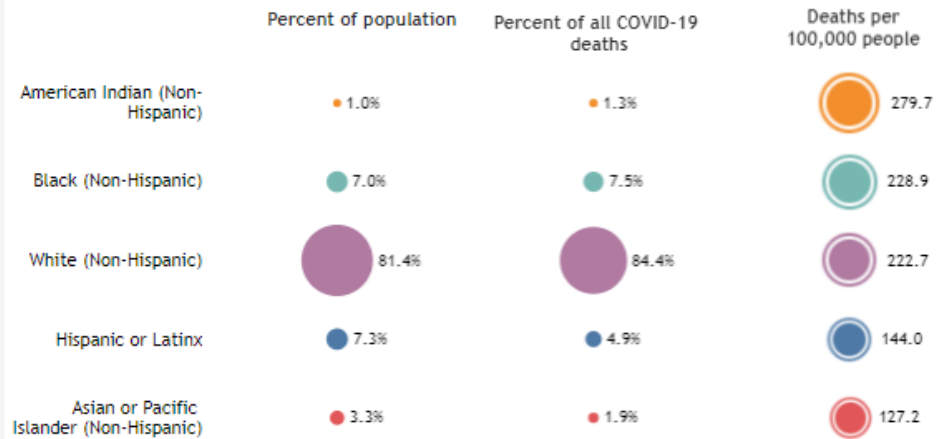
View by age group:

- All Ages
- <18
- 18-24
- 25-34
- 35-44
- 45-54
- 55-64
- 65+

Legend:

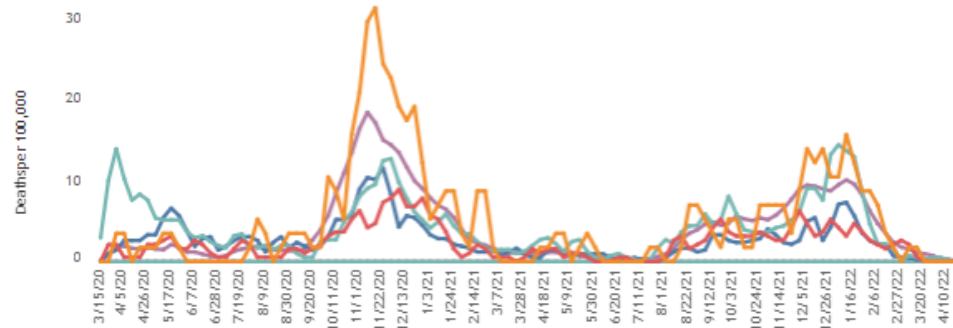
- American Indian (Non-Hispanic)
- Asian or Pacific Islander (Non-Hispanic)
- Black (Non-Hispanic)
- Hispanic or Latinx
- White (Non-Hispanic)

Deaths  
Updated: 5/3/2022  
Total deaths: 12,890  
Unknown race/ethnicity: 231 (1.8%)



Individuals of unknown race represent 231 deaths (1.8% of deaths of all ages).  
Individuals with multiple or other races represent 132 deaths (1.0% of deaths of all ages).

Rolling two-week deaths per 100,000 people by date of death and race/ethnicity, for people of all ages

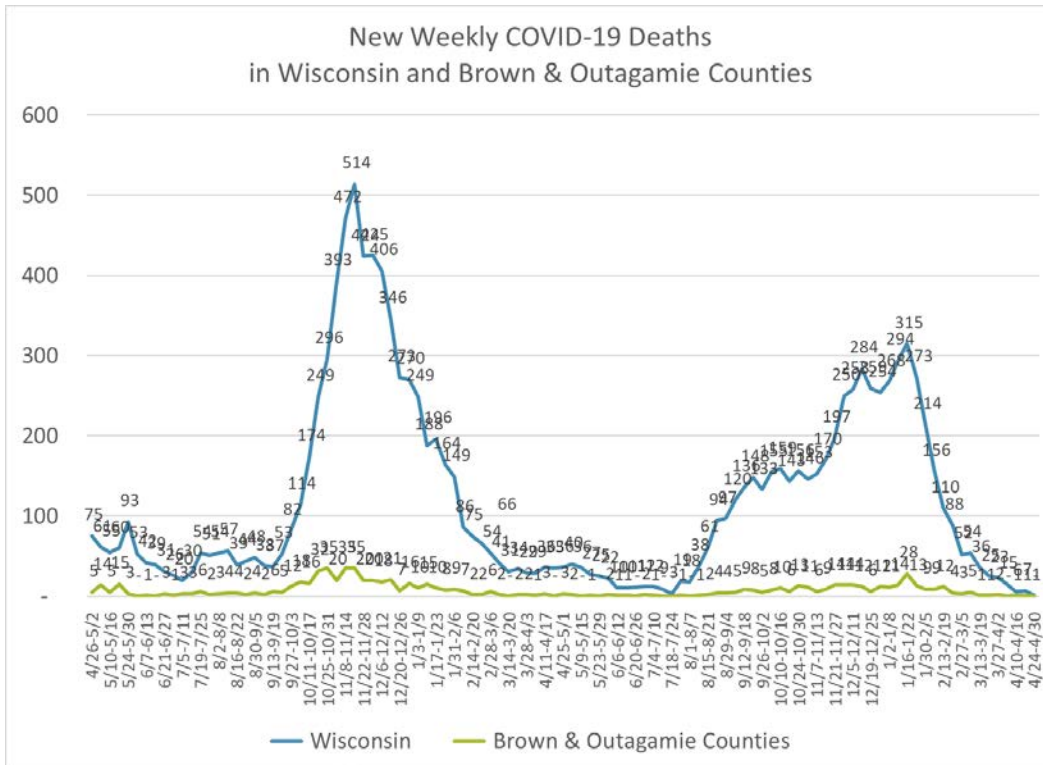


Data for the most recent week is preliminary.

WI Department of Health Services- Public Health retrieved 05/03/2022

<https://www.dhs.wisconsin.gov/covid-19/disparities.htm>





WI Department of Health Services- Public Health retrieved 05/02/2022  
<https://data.dhsgis.wi.gov/datasets/covid-19-historical-data-table/data>

## Relevant COVID-19 Hospitalization Data

# COVID-19: Racial and Ethnic Disparities

## Data view by Hospitalization rates

### Health impact of COVID-19 by race and ethnicity

Communities of color have experienced higher rates of COVID-19 cases, hospitalizations, and deaths since the pandemic began. Compared to White Wisconsin residents, Hispanic or Latinx residents have 1.4 times greater case rates, Black residents have 1.8 times greater hospitalization rates, and American Indian residents have 1.3 times greater death rates.

Even while negative outcomes are higher, vaccination rates are lower in communities of color. The highest disparities of vaccination rates exist in Black and Hispanic communities, where Black residents are 20 percent (0.8 times), and Hispanic or Latinx residents are slightly less (0.9 times) as likely to be vaccinated compared to White residents.

Hover over visuals to find more information.

View rates for:

- Cases
- Hospitalizations
- Deaths
- Vaccines

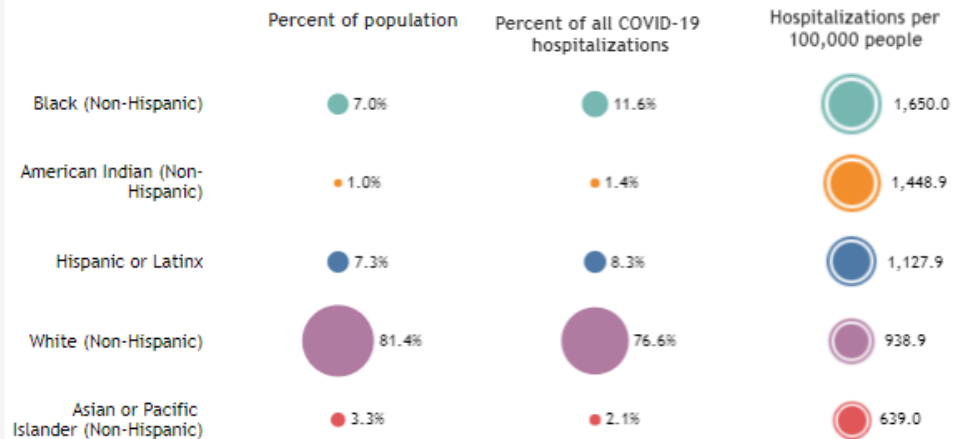
View by age group:

- All Ages
- <18
- 18-24
- 25-34
- 35-44
- 45-54
- 55-64
- 65+

Legend:

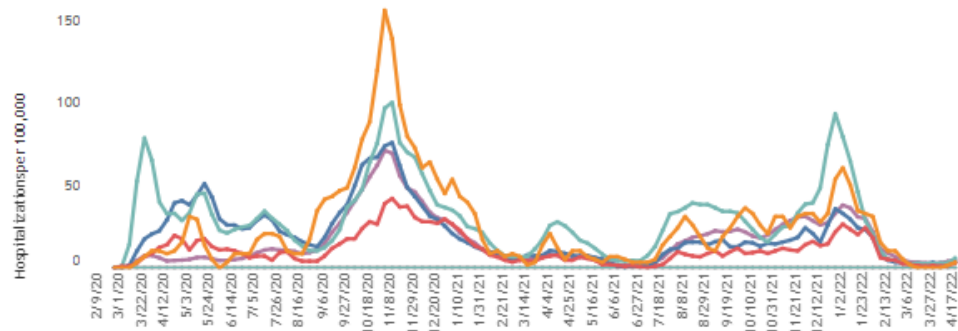
- American Indian (Non-Hispanic)
- Asian or Pacific Islander (Non-Hispanic)
- Black (Non-Hispanic)
- Hispanic or Latinx
- White (Non-Hispanic)

Hospitalizations  
Updated: 5/3/2022  
Total hospitalizations: 60,285  
Unknown race/ethnicity: 1,426 (2.4%)



Individuals of unknown race represent 1,426 hospitalizations (2.4% of hospitalizations of all ages).  
Individuals with multiple or other races represent 658 hospitalizations (1.1% of hospitalizations of all ages).

Rolling two-week hospitalizations per 100,000 people by hospital admission date and race/ethnicity, for people of all ages



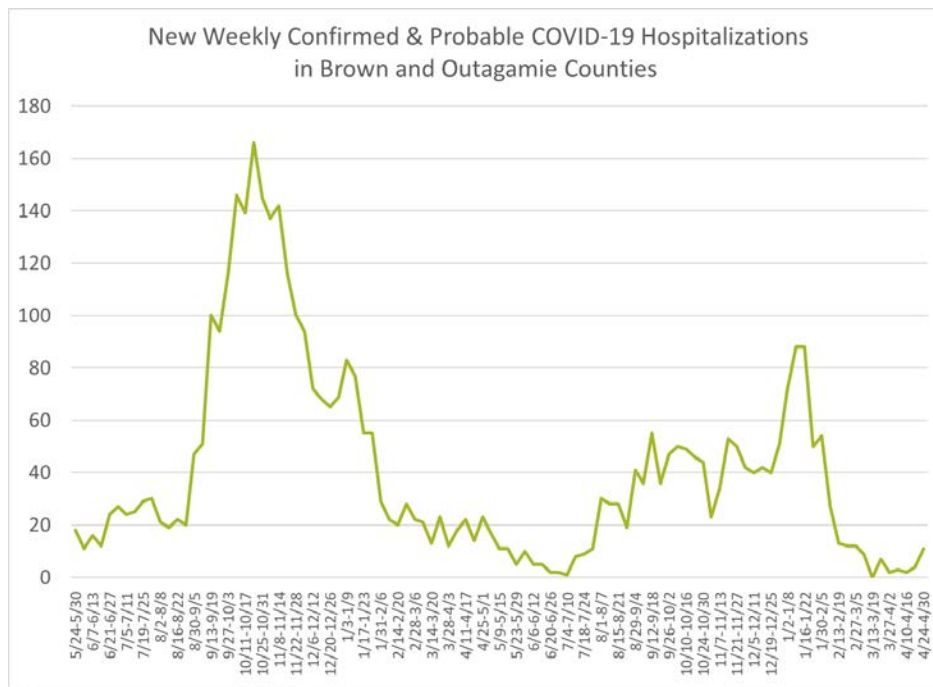
Data for the most recent week is preliminary.

WI Department of Health Services- Public Health retrieved 05/03/2022

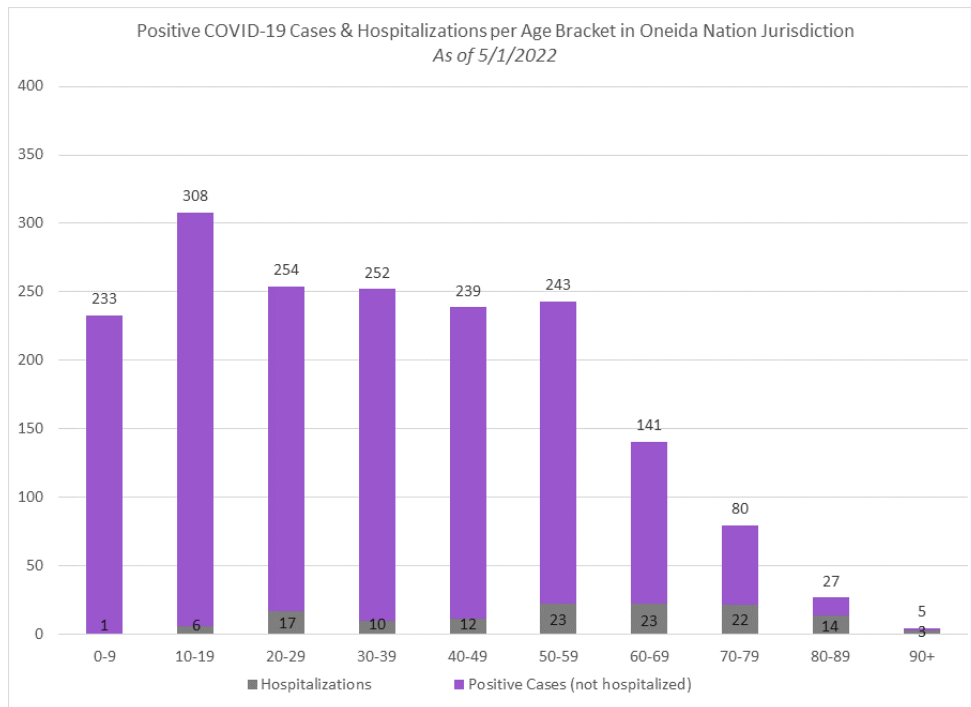
<https://www.dhs.wisconsin.gov/covid-19/disparities.htm>

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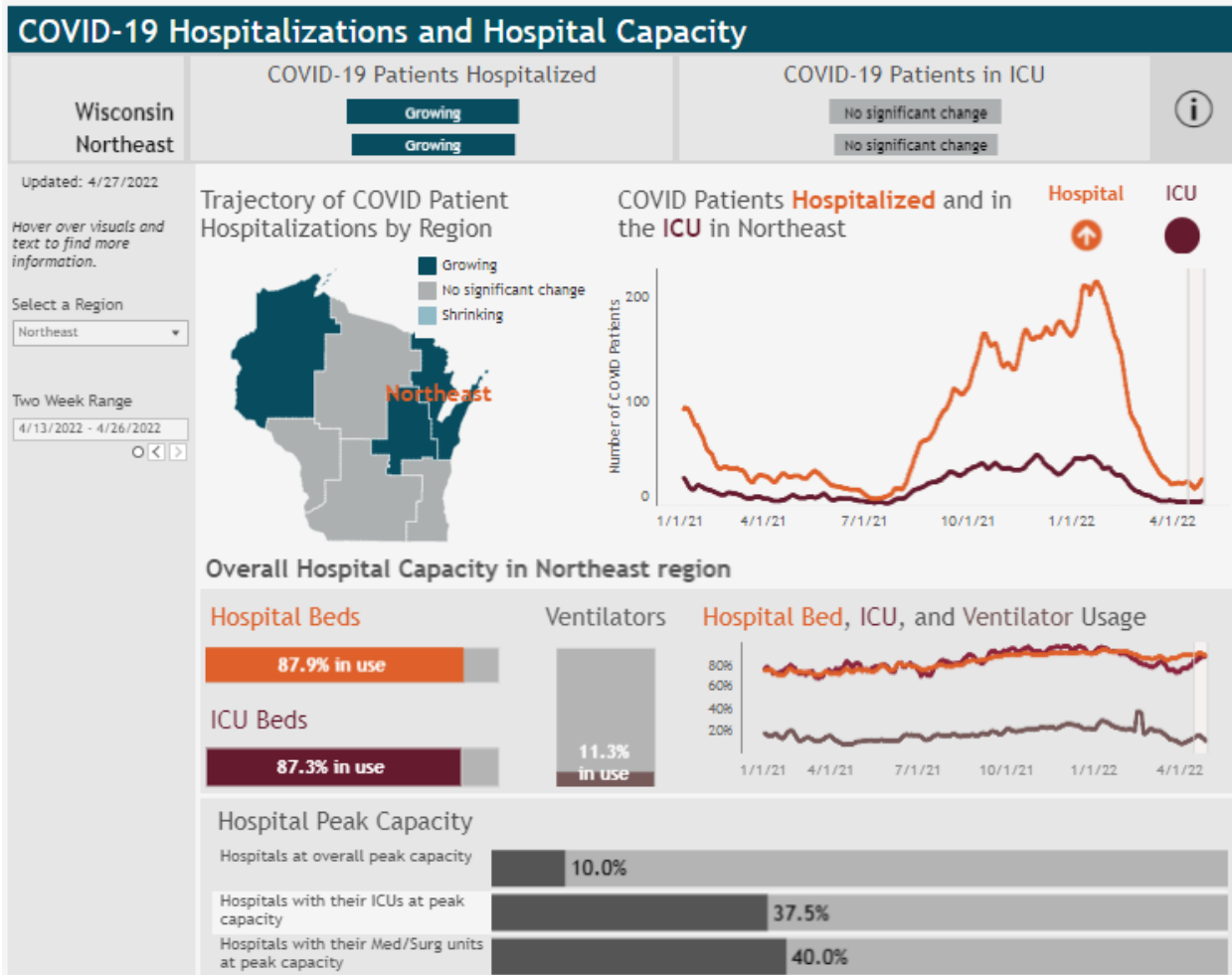


WI Department of Health Services- Public Health retrieved 05/02/2022  
<https://data.dhsgis.wi.gov/datasets/covid-19-historical-data-table/data>



Oneida Nation Health Department retrieved 05/01/2022

WISCONSIN: COVID-19 HOSPITALIZATIONS AND HOSPITAL CAPACITY

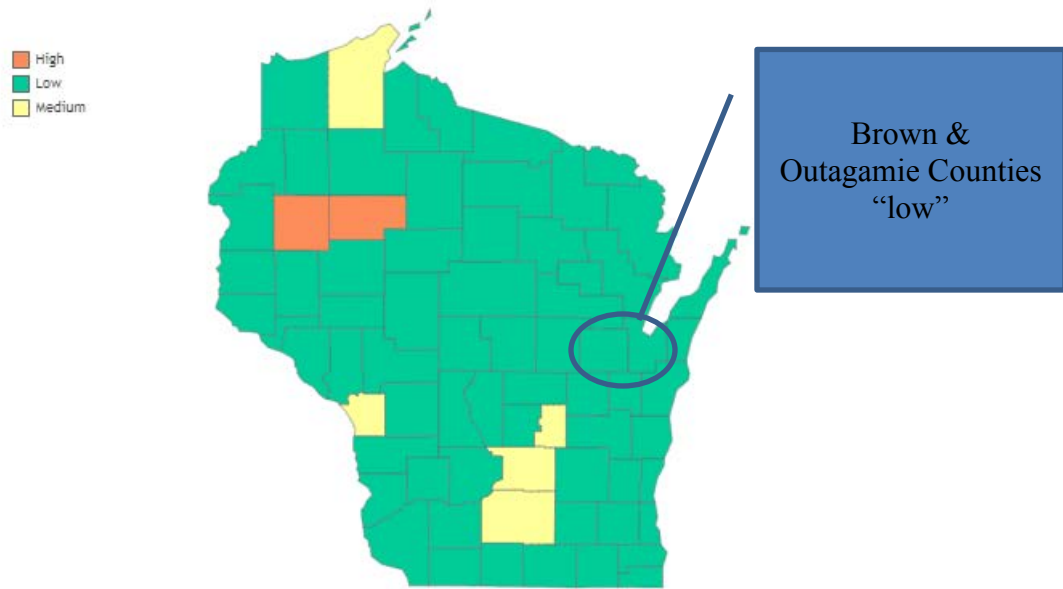


WI Department of Health Services- Public Health retrieved 05/03/2022

<https://www.dhs.wisconsin.gov/covid-19/hosp-data.htm>

WISCONSIN: COVID-19 COMMUNITY LEVEL

CDC COVID-19 Community Levels  
Updated: 4/29/2022



WI Department of Health Services- Public Health retrieved 05/03/2022  
<https://www.dhs.wisconsin.gov/covid-19/hosp-data.htm>



## Relevant COVID-19 Vaccination Data

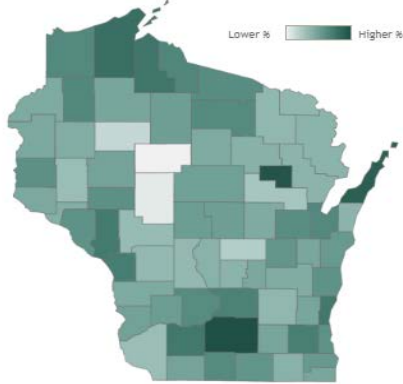
### WISCONSIN- FULLY VACCINATED AGAINST COVID-19

**COVID-19 vaccines for Wisconsin residents**  
Updated: 5/3/2022

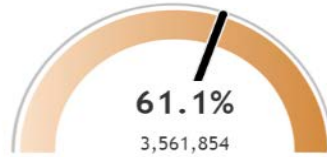
**HERC region data**

- Total population who have received at least one dose
- Total population who have completed the series
- Total population who have received an additional/booster dose

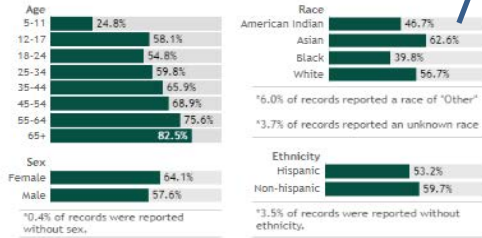
Percent of Wisconsin residents who have completed the vaccine series by county  
Click a county to filter data



Percent of Wisconsin residents who have completed the vaccine series

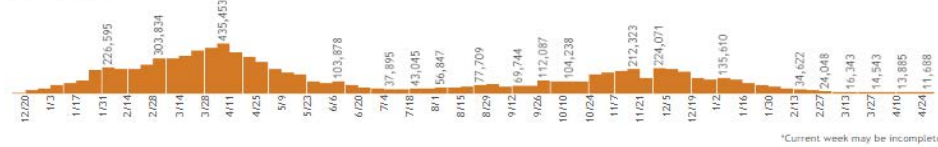


American Indian  
46.7%



[View more data on racial and ethnic disparities in Wisconsin](#)

Vaccine doses for Wisconsin residents by week  
(Total: 9,257,771)



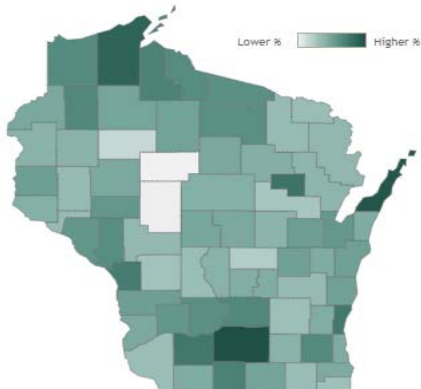
### WISCONSIN- ADDITIONAL/ BOOSTER DOSE AGAINST COVID-19

**COVID-19 vaccines for Wisconsin residents**  
Updated: 5/3/2022

**HERC region data**

- Total population who have received at least one dose
- Total population who have completed the series
- Total population who have received an additional/booster dose

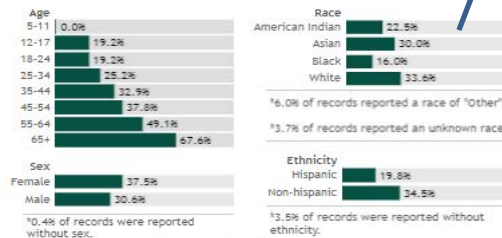
Percent of Wisconsin residents who have received an additional/booster dose by county  
Click a county to filter data



Percent of Wisconsin residents who have received an additional/booster dose

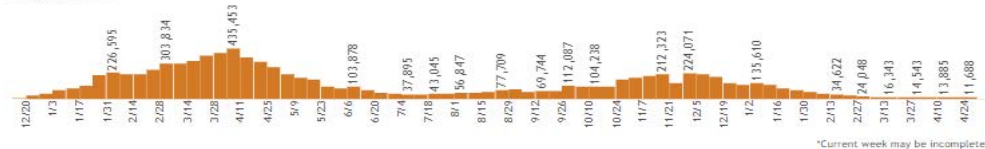


American Indian  
22.5%



[View more data on racial and ethnic disparities in Wisconsin](#)

Vaccine doses for Wisconsin adults by week  
(Total: 9,257,771)



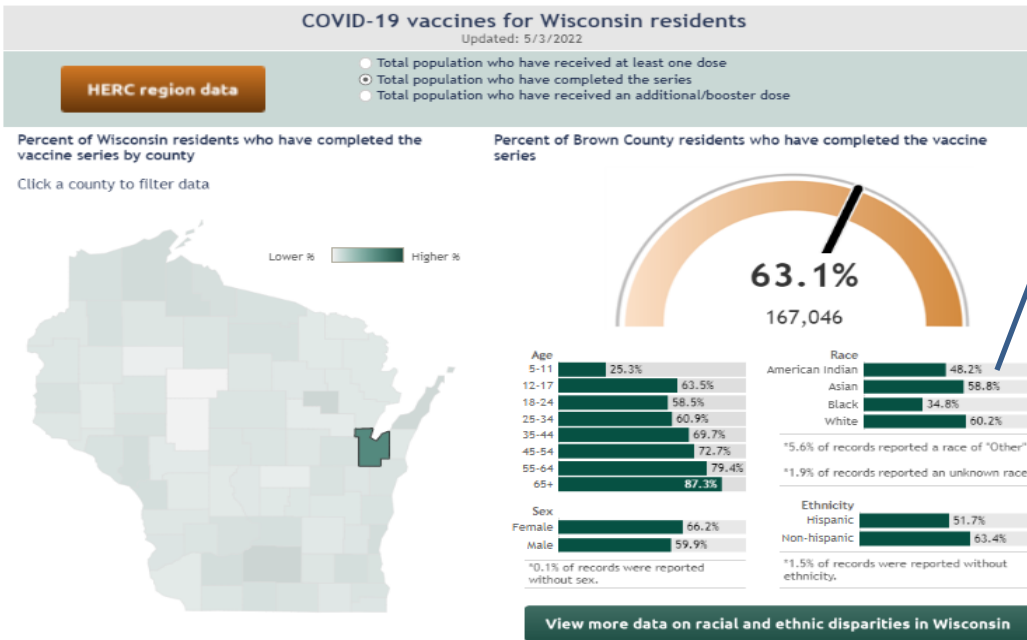
WI Department of Health Services- Public Health retrieved 05/03/2022

<https://www.dhs.wisconsin.gov/covid-19/vaccine-data.htm>

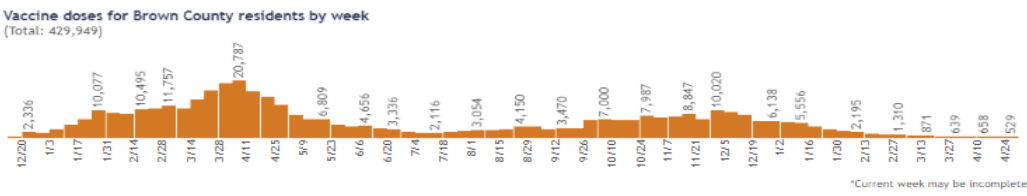
A good mind. A good heart. A strong fire.



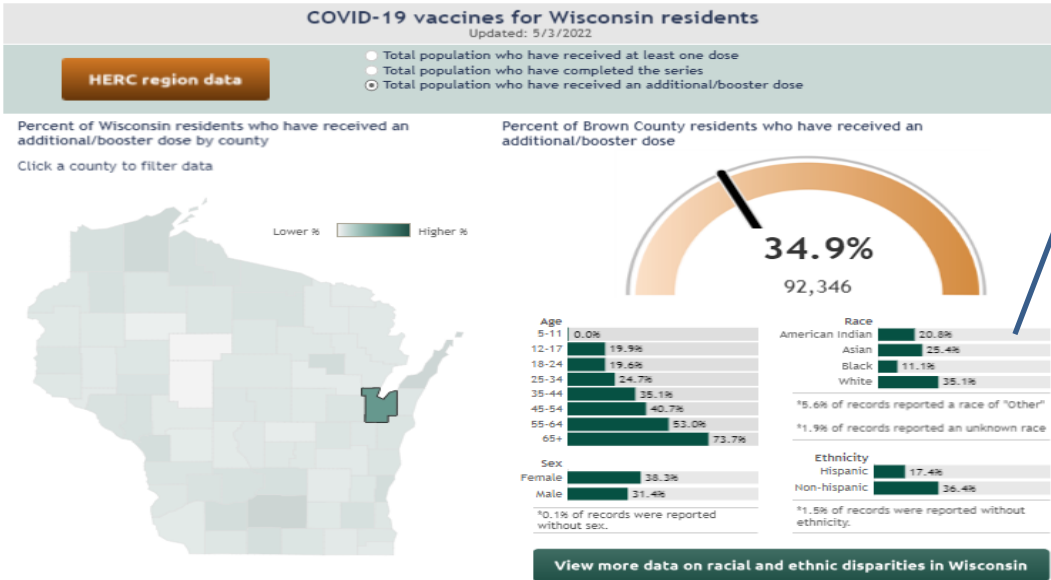
**BROWN COUNTY- FULLY VACCINATED AGAINST COVID-19**



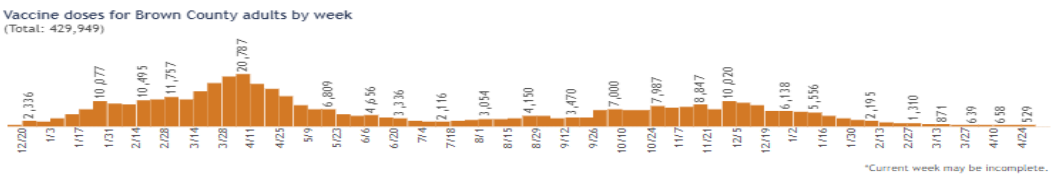
American Indian  
48.2%



**BROWN COUNTY- ADDITIONAL/ BOOSTER DOSE AGAINST COVID-19**



American Indian  
20.8%

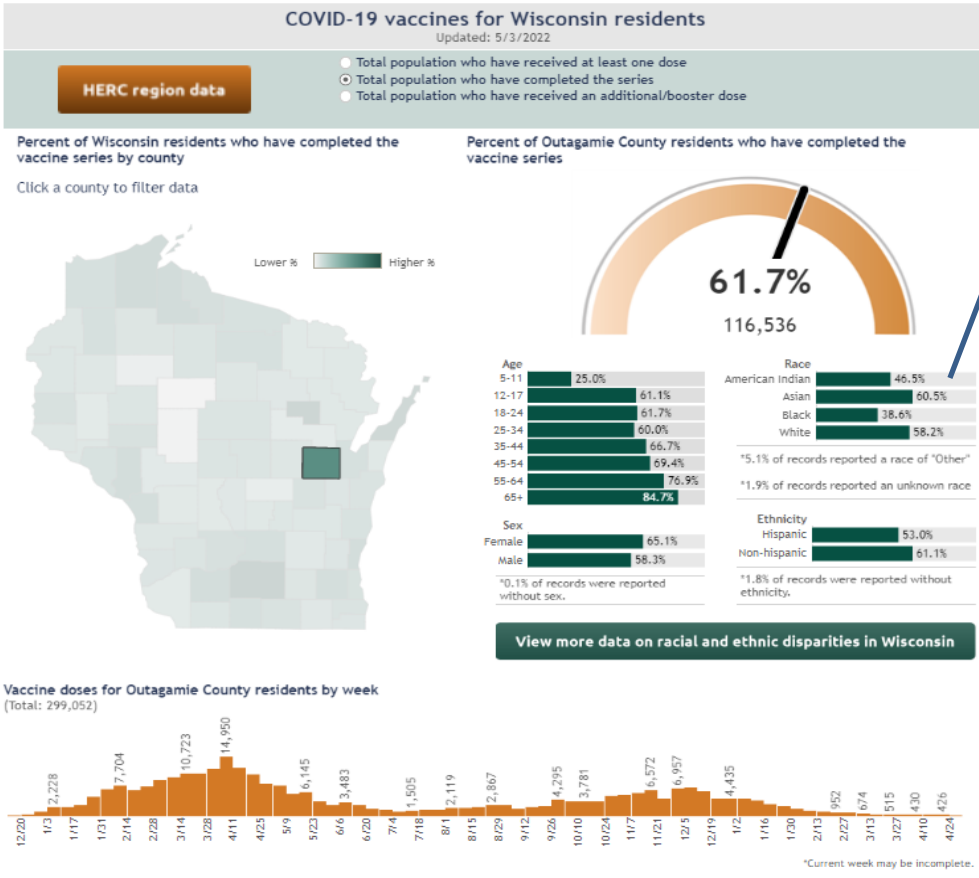


WI Department of Health Services- Public Health retrieved 05/03/2022  
<https://www.dhs.wisconsin.gov/covid-19/vaccine-data.htm>

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

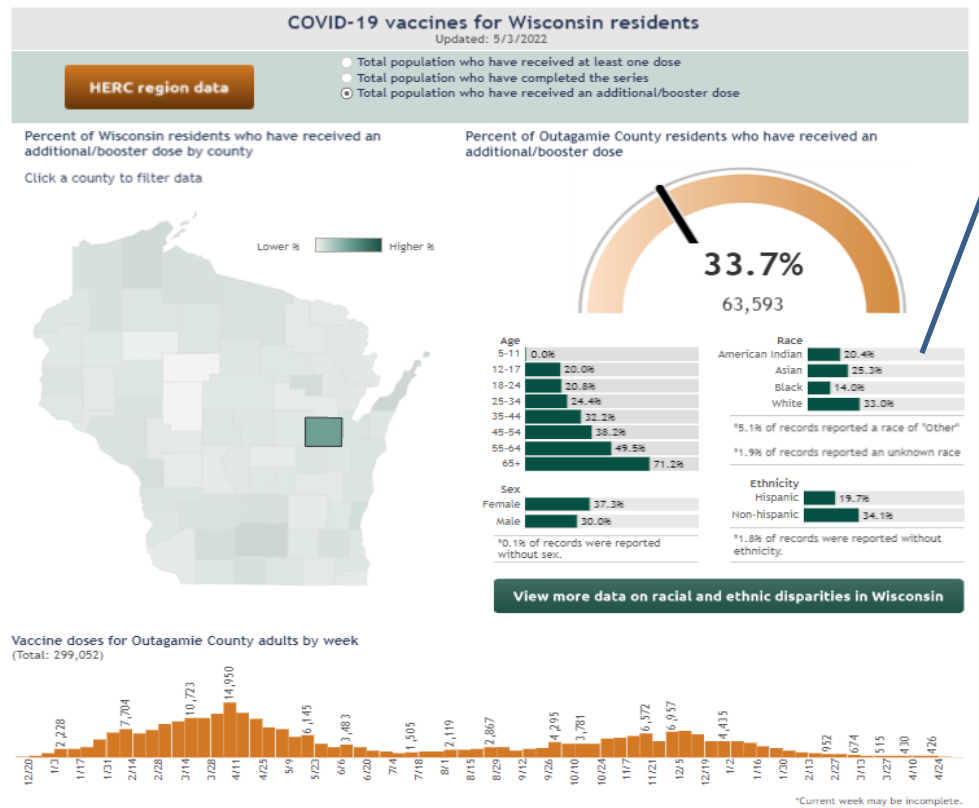


### OUTAGAMIE COUNTY- FULLY VACCINATED AGAINST COVID-19



American Indian  
46.5%

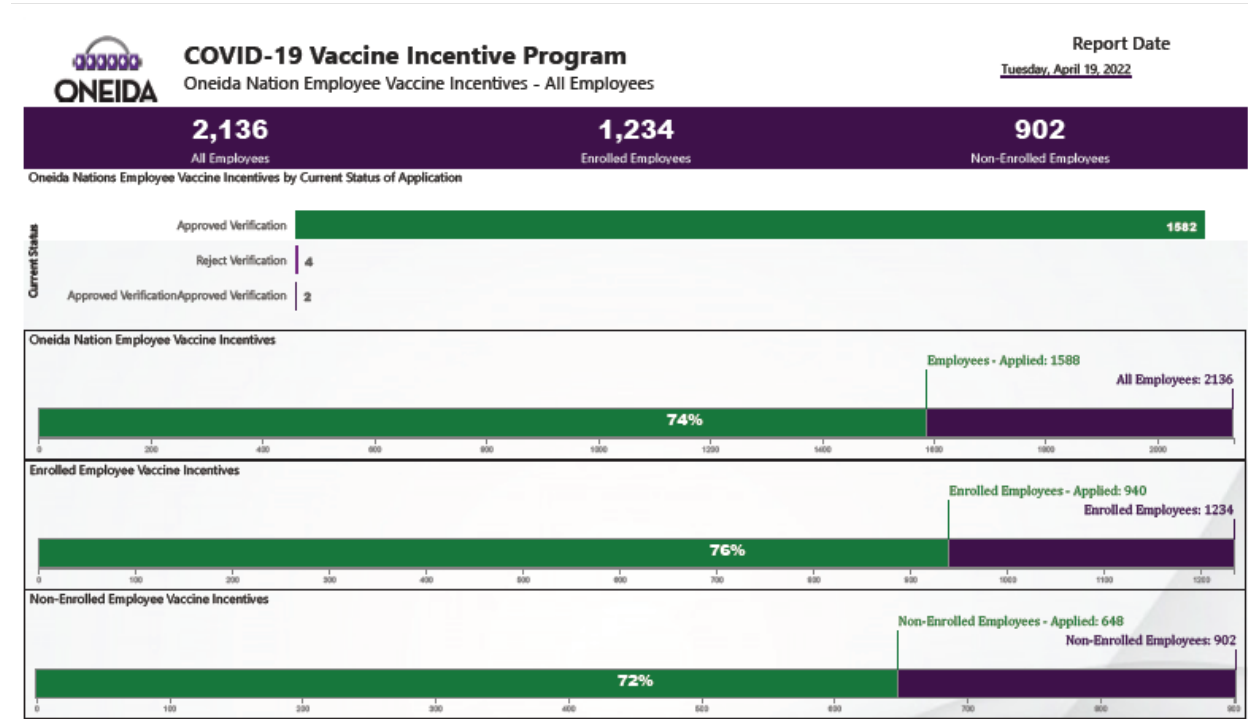
### OUTAGAMIE COUNTY- ADDITIONAL/ BOOSTER DOSE AGAINST COVID-19



American Indian  
20.4%

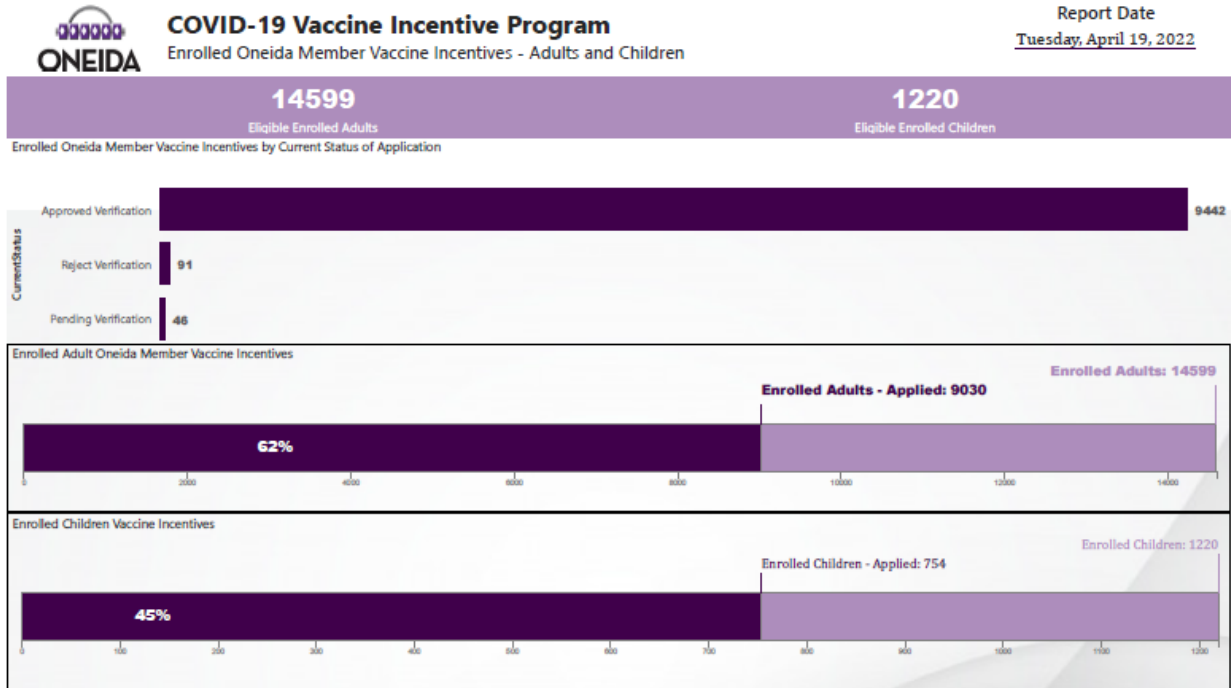


# ONEIDA NATION WORKFORCE COVID-19 VACCINATION DATA:

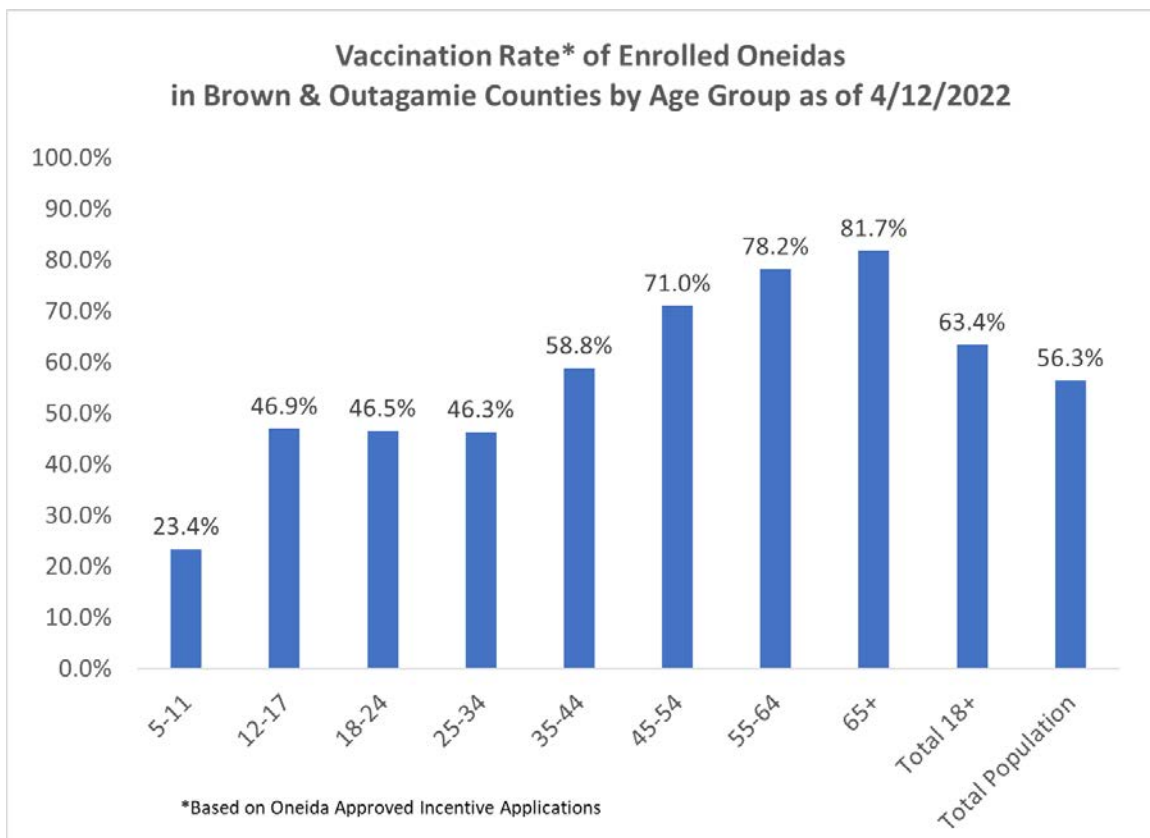


Oneida Nation COVID-19 Vaccination Incentive data retrieved 04/19/2022

ONEIDA NATION ENROLLED TRIBAL MEMBERSHIP COVID-19 VACCINATION DATA:



Oneida Nation COVID-19 Vaccination Incentive data retrieved 04/19/2022



Oneida Nation COVID-19 Vaccination Incentive data retrieved 04/12/2022

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





Adopt the resolution entitled Nomination of Tehassi Hill to the U.S. Government Accountability Office...

## Business Committee Agenda Request

1. **Meeting Date Requested:** 05/11/22

2. **Session:**

Open     Executive – must qualify under §107.4-1.

Justification: *Choose or type justification.*

3. **Requested Motion:**

Accept as information; OR

Adopt resolution entitled Nomination of Tehassi Hill to the U.S. Government Accountability Office Tribal Advisory Committee

4. **Areas potentially impacted or affected by this request:**

Finance

Programs/Services

Law Office

MIS

Gaming/Retail

Boards, Committees, or Commissions

Other: *Describe*

5. **Additional attendees needed for this request:**

Brandon Wisneski, Self Governance Assistant Coordinator

Candice Skenandore, Self Governance Coordinator

Melinda J. Danforth, Intergovernmental Affairs Director

*Name, Title/Entity OR Choose from List*

**6. 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 checked="" type="checkbox"/> Other: Federal Register Notice |                                                  |                                                 |

**7. Budget Information:**

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

**8. Submission:**

Authorized Sponsor: Melinda J. Danforth, Intergovernmental Affairs Director

Primary Requestor: Brandon Wisneski, Self Governance Assistant Coordinator

# Oneida Nation

Post Office Box 365

Phone: (920)869-2214

Oneida, WI 54155



## BC Resolution # Leave this line blank

### Nomination of Tehassi Hill to the U.S. Government Accountability Office Tribal Advisory Council

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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 U.S. Government Accountability Office (GAO) is an independent, non-partisan agency that works for Congress. GAO examines how taxpayer dollars are spent and provides Congress and federal agencies with objective, non-partisan, fact-based information to help the government save money and work more efficiently; and

**WHEREAS,** the GAO conducts reviews of federal agencies and programs, including those that serve Tribes, their citizens, and descendants. GAO reviews span a broad range of topics of concern to Tribes, including health care, education, economic development, environmental protection, justice, and infrastructure, among others; and

**WHEREAS,** GAO's oversight of federal programs that serve Tribes and their citizens aims to help the Congress determine how best to meet the government's longstanding commitments to federally recognized Tribes; and

**WHEREAS,** the GAO is establishing a Tribal Advisory Council (TAC) to advise GAO on vital and emerging issues affecting Tribes and Indigenous peoples and provide input into GAO's strategic goals and priorities with respect to the agency's related work; and

**WHEREAS,** the TAC is expected to be composed of a diverse group of tribal leaders (elected or appointed by their Tribes); an elected or appointed leader of a state-recognized Tribe and/or Native Hawaiian organization; and advisors who are experts on tribal and indigenous issues; and

**WHEREAS,** the GAO is now accepting nominations for TAC appointments that will be effective in August 2022; and

**WHEREAS,** on January 26, 2022, the Business Committee adopted a motion to support the nomination of Chairman Tehassi Hill to the GAO TAC; and

**WHEREAS,** the Federal Register Notice for the GAO TAC published on April 7, 2022, requires nominees to the TAC who are elected or appointed leaders of federally or state recognized Tribes to obtain a tribal resolution certifying their nomination; and

BC Resolution # \_\_\_\_\_

Nomination of Tehassi Hill to the U.S. Government Accountability Office Tribal Advisory Council  
Page 2 of 2

44 **NOW THEREFORE BE IT RESOLVED**, the Oneida Business Committee hereby nominates Tehassi Hill to  
45 serve on the U.S. Government Accountability Office (GAO) Tribal Advisory Council.  
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- 47  
48 *PLEASE NOTE:*  
49 1. DO NOT include the Certification. The Certification includes the voting record and Secretary  
50 signature line and will be added after the adoption of the resolution.  
51 2. If resolution runs to 2 or more pages, make sure to update the header with the TITLE

NOTICE OF TERMINATION OF RECEIVERSHIPS

Fund	Receivership name	City	State	Termination date
10430 .....	Covenant Bank and Trust .....	Rock Spring .....	GA	04/01/2022
10444 .....	Waccamaw Bank .....	Whiteville .....	NC	04/01/2022
10467 .....	Community Bank of the Ozarks .....	Sunrise Beach .....	MO	04/01/2022

The Receiver has further irrevocably authorized and appointed FDIC-Corporate as its attorney-in-fact to execute and file any and all documents that may be required to be executed by the Receiver which FDIC-Corporate, in its sole discretion, deems necessary, including but not limited to releases, discharges, satisfactions, endorsements, assignments, and deeds. Effective on the termination dates listed above, the Receiverships have been terminated, the Receiver has been discharged, and the Receiverships have ceased to exist as legal entities.

(Authority: 12 U.S.C. 1819)

Dated at Washington, DC, on April 1, 2022. Federal Deposit Insurance Corporation.

**James P. Sheesley,**  
*Assistant Executive Secretary.*

[FR Doc. 2022-07331 Filed 4-6-22; 8:45 am]

**BILLING CODE 6714-01-P**

**FEDERAL RESERVE SYSTEM**

**Formations of, Acquisitions by, and Mergers of Savings and Loan Holding Companies**

The companies listed in this notice have applied to the Board for approval, pursuant to the Home Owners' Loan Act (12 U.S.C. 1461 *et seq.*) (HOLA), Regulation LL (12 CFR part 238), and Regulation MM (12 CFR part 239), and all other applicable statutes and regulations to become a savings and loan holding company and/or to acquire the assets or the ownership of, control of, or the power to vote shares of a savings association.

The public portions of the applications listed below, as well as other related filings required by the Board, if any, are available for immediate inspection at the Federal Reserve Bank(s) indicated below and at the offices of the Board of Governors. This information may also be obtained on an expedited basis, upon request, by contacting the appropriate Federal Reserve Bank and from the Board's Freedom of Information Office at <https://www.federalreserve.gov/foia/request.htm>. Interested persons may express their views in writing on whether the proposed transaction

complies with the standards enumerated in the HOLA (12 U.S.C. 1467a(e)).

Comments regarding each of these applications must be received at the Reserve Bank indicated or the offices of the Board of Governors, Ann E. Misback, Secretary of the Board, 20th Street and Constitution Avenue NW, Washington, DC 20551-0001, not later than May 9, 2022.

*A. Federal Reserve Bank of Boston* (Prabal Chakrabarti, Senior Vice President) 600 Atlantic Avenue, Boston, Massachusetts 02210-2204. Comments can also be sent electronically to [BOS.SRC.Applications.Comments@bos.frb.org](mailto:BOS.SRC.Applications.Comments@bos.frb.org):

1. *Ion Financial, MHC, Naugatuck, Connecticut*; to merge with Lincoln Park Bancorp, and thereby indirectly acquire Lincoln 1st Bank, both of Pine Brook, New Jersey.

Board of Governors of the Federal Reserve System, April 4, 2022.

**Ann E. Misback,**  
*Secretary of the Board.*

[FR Doc. 2022-07434 Filed 4-6-22; 8:45 am]

**BILLING CODE P**

**FEDERAL RESERVE SYSTEM**

**Formations of, Acquisitions by, and Mergers of Bank Holding Companies**

The companies listed in this notice have applied to the Board for approval, pursuant to the Bank Holding Company Act of 1956 (12 U.S.C. 1841 *et seq.*) (BHC Act), Regulation Y (12 CFR part 225), and all other applicable statutes and regulations to become a bank holding company and/or to acquire the assets or the ownership of, control of, or the power to vote shares of a bank or bank holding company and all of the banks and nonbanking companies owned by the bank holding company, including the companies listed below.

The public portions of the applications listed below, as well as other related filings required by the Board, if any, are available for immediate inspection at the Federal Reserve Bank(s) indicated below and at the offices of the Board of Governors. This information may also be obtained on an expedited basis, upon request, by

contacting the appropriate Federal Reserve Bank and from the Board's Freedom of Information Office at <https://www.federalreserve.gov/foia/request.htm>. Interested persons may express their views in writing on the standards enumerated in the BHC Act (12 U.S.C. 1842(c)).

Comments regarding each of these applications must be received at the Reserve Bank indicated or the offices of the Board of Governors, Ann E. Misback, Secretary of the Board, 20th Street and Constitution Avenue NW, Washington, DC 20551-0001, not later than May 9, 2022.

*A. Federal Reserve Bank of St. Louis* (Holly A. Rieser, Manager) P.O. Box 442, St. Louis, Missouri 63166-2034.

Comments can also be sent electronically to [Comments.applications@stls.frb.org](mailto:Comments.applications@stls.frb.org):

1. *Alton Bancshares, Inc., Alton, Missouri*; to acquire Table Rock Community Bank, Kimberling City, Missouri.

*B. Federal Reserve Bank of Minneapolis* (Chris P. Wangen, Assistant Vice President), 90 Hennepin Avenue, Minneapolis, Minnesota 55480-0291. Comments can also be sent electronically to [MA@mpls.frb.org](mailto:MA@mpls.frb.org):

1. *Lake Shore III Corporation, Glenwood City, Wisconsin*; to merge with Headwaters Bancorp, Inc., and thereby indirectly acquire Headwaters State Bank, both of Land O'Lakes, Wisconsin.

Board of Governors of the Federal Reserve System, April 4, 2022.

**Ann E. Misback,**  
*Secretary of the Board.*

[FR Doc. 2022-07436 Filed 4-6-22; 8:45 am]

**BILLING CODE P**

**GOVERNMENT ACCOUNTABILITY OFFICE**

**GAO Tribal Advisory Council**

**AGENCY:** U.S. Government Accountability Office (GAO).

**ACTION:** Request for nominations for a GAO Tribal Advisory Council.

**SUMMARY:** This notice announces the U.S. Government Accountability Office's (GAO) intention to form its first

standing Tribal Advisory Council (TAC) expected to be composed of a diverse group of tribal leaders (elected or appointed by their Tribes); an elected or appointed leader of a state-recognized Tribe and/or Native Hawaiian organization; and advisors who are experts on tribal and indigenous issues. The TAC will advise GAO on vital and emerging issues affecting Tribes and Indigenous peoples for the purpose of informing GAO's strategic goals and priorities with respect to the agency's work evaluating federal programs serving Tribes and related topics. GAO is now accepting nominations for TAC appointments that will be effective in August 2022. Nominations should be sent to the email address listed below. Acknowledgement of submission will be provided within a week of submission.

**DATES:** Nominations should be submitted no later than May 20, 2022, to ensure adequate opportunity for review and consideration of nominees prior to appointment.

**ADDRESSES:** Submit nomination materials to [TAC@gao.gov](mailto:TAC@gao.gov) by May 20, 2022.

**FOR FURTHER INFORMATION CONTACT:** Paige Gilbreath at (214) 777-5724 or [gilbreathp@gao.gov](mailto:gilbreathp@gao.gov) if you do not receive an acknowledgment or need additional information. For general information, contact GAO's Office of Public Affairs, (202) 512-4800.

**SUPPLEMENTARY INFORMATION:**

**Background**

The U.S. Government Accountability Office (GAO) is establishing a Tribal Advisory Council (TAC) to advise GAO on vital and emerging issues affecting Tribes and Indigenous peoples and provide input into GAO's strategic goals and priorities with respect to the agency's related work. Among other things, this may include informing GAO of emerging topics of interest or concern, helping identify relevant stakeholders to ensure GAO work includes a diverse range of tribal and indigenous perspectives, and providing advice to GAO on its processes for working with Tribes.

The TAC is expected to be composed of up to 15 members including elected or appointed leaders from federally recognized Tribal entities, as identified in the **Federal Register** Notice published on January 28, 2022 (87 FR 4636); an elected or appointed leader of a state recognized Tribe and/or Native Hawaiian organization; and technical advisors who may be representatives of national or regional tribal or Native-serving organizations or subject-matter

experts on topics relevant to Tribes and Indigenous peoples.

Individuals selected for appointment to the TAC will be invited to serve terms of two or three years. Subject to availability of federal funding, the TAC will meet at least annually, though GAO may periodically ask members to provide information or perspectives on selected issues between TAC meetings. Appointed TAC members will receive per diem and reimbursement for eligible travel expenses incurred for attending TAC meetings.

GAO will endeavor to ensure that the membership of the TAC is balanced in terms of points of view and the demographic, geographic, and other characteristics of Tribes and Native Hawaiian organizations represented. Appointments shall be made without discrimination on the basis of age, ethnicity, gender, sexual orientation, or cultural, religious, or socioeconomic status.

**Nomination Information**

Nomination materials should be submitted to [TAC@gao.gov](mailto:TAC@gao.gov) by May 20, 2022. Required nomination materials vary based on the position the nominee is seeking to fill on the TAC. (1) Nominees who are elected or appointed leaders of federally or state recognized Tribes should obtain a tribal resolution certifying their nomination. This resolution, along with the name of the nominee, their Tribe, and their official role, should be provided to GAO in the nomination package. (2) Leaders of Native Hawaiian organizations should obtain a letter certifying their nomination from their Board of Directors. This letter, along with the name of the nominee and their official role, should be provided to GAO in the nomination package. (3) Technical advisors may be self-nominated or nominated by an individual or organization. Nomination materials should include the name of the nominee, the organization they represent (if applicable), qualifications, and/or a brief description of the nominee's interest in serving on the TAC.

**About GAO**

The U.S. Government Accountability Office (GAO) is an independent, non-partisan agency that works for Congress. GAO examines how taxpayer dollars are spent and provides Congress and federal agencies with objective, non-partisan, fact-based information to help the government save money and work more efficiently.

To do so, GAO conducts reviews of federal agencies and programs,

including those that serve Tribes, their citizens, and descendants. (GAO generally does not audit Tribes' activities.) GAO reviews span a broad range of topics of concern to Tribes, including health care, education, economic development, environmental protection, justice, and infrastructure, among others. GAO's oversight of federal programs that serve Tribes and their citizens aims to help the Congress determine how best to meet the government's longstanding commitments to federally recognized Tribes.

*Authority:* 31 U.S.C. 711-712.

**Gene L. Dodaro,**

*Comptroller General of the United States.*

[FR Doc. 2022-07423 Filed 4-6-22; 8:45 am]

**BILLING CODE 1610-02-P**

**DEPARTMENT OF HEALTH AND HUMAN SERVICES**

**Centers for Disease Control and Prevention**

**Amended Order Implementing Presidential Proclamation on Advancing the Safe Resumption of Global Travel During the COVID-19 Pandemic**

**AGENCY:** Centers for Disease Control and Prevention (CDC), Department of Health and Human Services (HHS).

**ACTION:** Notice of Agency Amended Order.

**SUMMARY:** The Centers for Disease Control and Prevention (CDC), located within the Department of Health and Human Services (HHS), has amended its Order issued October 20, 2021, to align with revised CDC guidance published on January 4, 2022, related to isolation and quarantine after travel.

**DATES:** This Amended Order will be implemented at 12:01 a.m. EDT on April 14, 2022.

**FOR FURTHER INFORMATION CONTACT:** Candice Swartwood, Division of Global Migration and Quarantine, Centers for Disease Control and Prevention, 1600 Clifton Road NE, MS H24-8, Atlanta, GA 30329; Telephone: 404-498-1600; Email: [dgmqpolicyoffice@cdc.gov](mailto:dgmqpolicyoffice@cdc.gov).

**SUPPLEMENTARY INFORMATION:** On October 25, 2021, the President issued a Proclamation pursuant to Sections 1182(f) and 1185(a)(1) of Title 8, and Section 301 of Title 3, United States Code (the Proclamation) titled, "Advancing the Safe Resumption of Global Travel During the COVID-19 Pandemic." Pursuant to this Proclamation, the President has



Accept the April 20, 2022, regular Legislative Operating Committee meeting minutes

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## Business Committee Agenda Request

1. **Meeting Date Requested:** 05/11/22

2. **Session:**

Open     Executive – must qualify under §107.4-1.

Justification: *Choose or type justification.*

3. **Requested Motion:**

Accept as information; OR

Accept the April 20, 2022 Legislative Operating Committee meeting minutes.

4. **Areas potentially impacted or affected by this request:**

Finance

Programs/Services

Law Office

MIS

Gaming/Retail

Boards, Committees, or Commissions

Other: Legislative Operating

Committee

5. **Additional attendees needed for this request:**

*Name, Title/Entity OR Choose from List*

*Name, Title/Entity OR Choose from List*

*Name, Title/Entity OR Choose from List*

*Name, Title/Entity OR Choose from List*

**6. 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> |                                                  |                                                 |

**7. Budget Information:**

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

**8. Submission:**

Authorized Sponsor: David P. Jordan, Councilman

Primary Requestor: Clorissa N. Santiago, LRO Senior Staff Attorney



**LEGISLATIVE OPERATING COMMITTEE MEETING MINUTES**  
 Oneida Business Committee Conference Room-2<sup>nd</sup> Floor Norbert Hill Center  
 April 20, 2022  
 9:00 a.m.

**Present:** David P. Jordan, Jennifer Webster, Marie Summers, Daniel Guzman King

**Excused:** Kirby Metoxen

**Others Present:** Clorissa N. Santiago, Carmen Vanlanen, Brooke Doxtator, Lawrence Barton, Justin Nishimoto (Microsoft Teams), Eric Boulanger (Microsoft Teams), Rae Skenandore (Microsoft Teams), Amy Spears (Microsoft Teams), Rhiannon Metoxen (Microsoft Teams), Kristal Hill (Microsoft Teams), Joy Salzwedel (Microsoft Teams), Nic Reynolds (Microsoft Teams)

**I. Call to Order and Approval of the Agenda**

David P. Jordan called the April 20, 2022, Legislative Operating Committee meeting to order at 9:00 a.m.

Motion by Marie Summers to adopt the agenda; seconded by Jennifer Webster. Motion carried unanimously.

**II. Minutes to be Approved**

**1. April 6, 2022 LOC Meeting Minutes**

Motion by Marie Summers to approve the April 6, 2022, LOC meeting minutes and forward to the Oneida Business Committee; seconded by Jennifer Webster. Motion carried unanimously.

**III. Current Business**

**1. Elder Assistance Program Law**

Motion by Jennifer Webster to approve the legislative analysis and public meeting packet, and forward the Elder Assistance Program law to a public meeting to be held on May 18, 2022; seconded by Marie Summers. Motion carried unanimously.

**2. Oneida Nation Gaming Ordinance Amendments**

Motion by Marie Summers to accept the public comments and the public comment review memorandum and defer to a work meeting for further consideration; seconded by Jennifer Webster. Motion carried unanimously.

**3. Children's Code Amendments**

Motion by Marie Summers to approve the draft of the Children's Code amendments and direct that a legislative analysis be developed; seconded by Jennifer Webster. Motion carried unanimously.



**IV. New Submissions**

**V. Additions**

**VI. Administrative Items**

**VII. Executive Session**

**VIII. Adjourn**

Motion by Marie Summers to adjourn at 9:18 a.m.; seconded by Daniel Guzman King.  
Motion carried unanimously.

Accept the Oneida Nation Student Relief Fund (SRF) Program follow-up report

---

## Business Committee Agenda Request

1. Meeting Date Requested: 05/11/22

2. Session:

Open     Executive – must qualify under §107.4-1.

Justification: *Choose or type justification.*

3. Requested Motion:

Accept as information; OR

*Enter the requested motion related to this item.*

4. Areas potentially impacted or affected by this request:

Finance

Programs/Services

Law Office

MIS

Gaming/Retail

Boards, Committees, or Commissions

Other: *Describe*

5. Additional attendees needed for this request:

Jacqueline Smith, Area Manager Education & Training

*Name, Title/Entity OR Choose from List*

*Name, Title/Entity OR Choose from List*

*Name, Title/Entity OR Choose from List*

**6. 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 checked="" 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 type="checkbox"/> Other: <i>Describe</i> |                                                  |                                                 |

**7. Budget Information:**

- |                                                                        |                                                  |
|------------------------------------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> Budgeted – Tribal Contribution                | <input type="checkbox"/> Budgeted – Grant Funded |
| <input type="checkbox"/> Unbudgeted                                    | <input type="checkbox"/> Not Applicable          |
| <input checked="" type="checkbox"/> Other: Tribal Contribution Savings |                                                  |

**8. Submission:**

Authorized Sponsor: Mark W. Powless, General Manager

Primary Requestor: Jacqueline Smith, Area Manager Education & Training



## Student Relief Funding Program: Fall Semester

Report Submitted by Jacqueline Smith, Education & Training Area Manager

**This report is in response to the motion made at the 04.13.22 regular OBC meeting directing the General Manager to bring back a recommendation for funding fall semester.**

### VIII. STANDING ITEMS

#### **2. Accept the Oneida Nation Student Relief Fund (SRF) Program follow-up repo (02:20:00)** Sponsor: Mark W. Powless, General Manager

Motion by Tina Danforth to accept the Oneida Nation Student Relief Fund (SRF) Program follow-up report and to direct the General Manager bring back a recommendation to the May 11, 2022, regular Business Committee meeting for future funding for the fall semester, seconded by Brandon Stevens. Motion carried: Ayes: Tina Danforth, Daniel Guzman King, David P. Jordan, Lisa Liggins, Brandon Stevens, Marie Summers, Jennifer Webster  
Opposed: Kirby Metoxen

#### **Background:**

The Oneida Student Relief Fund (SRF) enacted through BC Resolution #12-08-21-D which provided post-secondary educational funds to eligible Oneida members for duplicate or lesser degrees, professional development/training, certifications, licenses, other professional development training/classes, and students suspended from Oneida Higher Education Scholarship program.

Oneida has provided members higher education scholarships since 1996 (for the past 26 years) to eligible Oneida members pursuing post-secondary education opportunities. The Oneida community has more tribal members with post-secondary degrees than Brown and Outagamie counties.

In the Oneida GTC Resolution 1-30-10-A Oneida Higher Education Scholarship (OHES) and Tiered Funding<sup>1</sup>, the Tribe enacted tiered funding and restated the terms and conditions for adult students pursuing post-secondary degrees under the scholarship.

The Oneida Nation has provided the opportunity for eligible Oneida members to pursue a variety of post-secondary and professional training options.

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<sup>1</sup> Other related Higher Education Resolutions include: GTC 8-12-96A Created Oneida Higher Education Scholarship (OHES) for members in vocational, undergraduate, and graduate education programs; this resolution (along with subsequent amendments) require students to maintain particular grade point averages to be in good standing with the school they are attending, complete necessary applications, go through the Pell grant process, submit progress reports to Oneida Higher Education program; use the Free Application for Federal Student Aid (FAFSA) to determine eligibility for any financial resources (state and federal grants) to help defray costs to the Tribe in providing scholarships

**Current Student Relief Fund:**

In 2021, the Oneida Nation received federal funding to help offset the loss of revenues due to the COVID-19 pandemic. The tribe allocated this federal funding (e.g., ARPA FRF LR or Tribal Contribution Savings) in distinct categories, and one category included “education.”

In December 2021, BC Resolution #12-08-21-D Student Relief Fund (SRF) was approved for a total of \$4 million dollars for the purpose of providing additional post-secondary scholarships to students seeking diverse types of post-secondary and career development and training opportunities not currently funded under OHES. The funding to support the SRF resolution was from the ARPA FRF LF or Tribal Contribution Savings under the category of education.

Original projections assumed SRF would fund two academic years. However, as of April 27, 2022, approximately \$2.2 million of the \$4 million allocation or 55% of total funds were spent in 4 months (or 16 weeks). The SRF program has an **average weekly spend of \$138,000**.

As mentioned in 60-Day Report shared at the Regular OBC Meeting on 02.28.22, **the major cost of the Student Relief Funds (or 59% or \$1,298,000) are stipends** (i.e., student room and board expenses). This rate of spend is more than average post-secondary cost which are around 50% books and tuition and 50% room and board as cited by Wisconsin post-secondary institutions.

At the regular OBC meeting on 04.13.22, information from the 60-day SRF Report showed a total of 370 students with an average award of \$7,000 are currently using the SRF with 229 students choosing a lesser or duplicate degree, 94 suspended students, and 45 are undefined (i.e., professional training/development or certifications).

**Fall Funding Recommendation:**

Based on the rate of use and spend in the SRF program, a request for \$2 million in additional SRF related funding from TSC is being requested. The additional \$2M will bring the overall total to \$6 million allocated toward the Student Relief Fund (SRF) with an end date of 12.31.22.

The additional \$2 million in funding is expected to cover approximately thirty-five (35 weeks) of SRF expenses.

The end of the year date provides enough time for the Higher Education program to communicate with current SRF students the program will be ending on 12.31.22.

The SRF program has provided an opportunity to tribal members to get a start on their post-secondary education and professional training and certification goals. SRF has offered another chance to Oneidas who are suspended from OHES.

SRF was an opportunity for the student to get a start on educational activities to improve their employment skills and find better employment options as a result COVID-19 pandemic.

**SRF Data:**

Data for the SRF program is not currently available as students are just beginning to receive their completion reports from educational institutions and educational vendors.

In (6) weeks or around 06.23.22, students will have submitted information regarding their academic performance. Based on the grades they submit at the end of their courses; Higher Education staff should be able to report the number of SRF students who met the requirements to be removed from OHES suspension.

In addition to grades and/or completion reports, Oneida Higher Education is creating a survey tool to collect data to learn more about the SRF Program which includes the following:

- reasons students chose to pursue duplicate or lesser degrees,
- if their employment outlook improved,
- if they have gained new knowledge, skills or abilities that will assist in their careers.

SRF student data collection will start early 2023 after the completion of the SRF program with a full report to follow.

**Future Program Assessment:**

The Education & Training area began an assessment of all programs in 2020 just before the COVID-19 pandemic suspended and closed tribal businesses and services.

The Oneida Higher Education program was a part of the Education & Training Area assessment and had started a review of operations by developing a scorecard to track progress made on goals and objectives, mapping out both current and future operations, and identifying program services for improvement.

The assessments started in 2020 are expected to continue soon (within the next six (6) months) beginning with a review of past work and a review of process maps for improvement(s) targets.

For OBC consideration, the Education & Training Area Manager's office along with key personnel from Oneida Higher Education request to attend the OBC work session in the next couple of months to review and discuss the **committee's future vision** for the Oneida Higher Education Scholarship program.

**Future Funding for Suspended Students:**

In the next year, Oneida Higher Education will request approval to launch a separate program designed to assist and fund students who have been suspended from the Oneida Higher Education Scholarship program.



**6. 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 checked="" 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 checked="" type="checkbox"/> Travel Documents |
| <input type="checkbox"/> Other: <i>Describe</i> |                                                  |                                                      |

**7. Budget Information:**

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

**8. Submission:**

Authorized Sponsor: Marie Summers, Councilwoman

Primary Requestor: (Name, Title/Entity)

# BUSINESS COMMITTEE TRAVEL REPORT



**Travel Report for:** Choose a Traveler Name Marie Summers,  
 Enter name(s) of other Councilmember  
 Travelers OR [SPACE BAR] to delete Enter name(s) of other  
 Travelers OR [SPACE BAR] to delete

**Travel Event:** Testimony before the Senate Committee on Economic Disparity

**Travel Location:** Washington D.C.

**Departure Date:** 04/06/2022 **Return Date:** 04/07/2022

**Projected Cost:** \$1250 **Actual Cost:** \$1859.24

**Date Travel was Approved by OBC:** 03/23/2022

**Narrative/Background:**

Oneida Nation was invited to attend and testify on behalf of the Nation before the Select Committee on Economic Disparity on April 7th, 2022. Marie was approved by the OBC to attend the roundtable discussion and offer discussion on economic development challenges in the Nation. Topics included, but not limited to, Self Governance Lessons Learned in Implementing Self Governance in Tribal Communities, Self Governance, Oneida Nation Statistics - poverty rate, median income, Section 184 Program, and grant Information.

**Item(s) Requiring Attention:**

None.

**Requested Action:**

Approve the Travel Report for Councilwoman Marie Summers



Approve the travel request - Chairman Tehassi Hill and Secretary Lisa Liggins - National Congress of...

## Business Committee Agenda Request

**1. Meeting Date Requested:** 05/11/22

**2. Session:**

Open     Executive – must qualify under §107.4-1.

Justification: *Choose or type justification.*

**3. Requested Motion:**

Accept as information; OR

Approve the Travel Request – Chairman Hill and Secretary Liggins to NCAI Mid Year Conference, Anchorage, AL, June 12 – 16, 2022

**4. Areas potentially impacted or affected by this request:**

Finance

Programs/Services

Law Office

MIS

Gaming/Retail

Boards, Committees, or Commissions

Other: *Describe*

**5. Additional attendees needed for this request:**

*Name, Title/Entity OR Choose from List*

*Name, Title/Entity OR Choose from List*

*Name, Title/Entity OR Choose from List*

*Name, Title/Entity OR Choose from List*

**6. 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 checked="" type="checkbox"/> Travel Documents |
| <input type="checkbox"/> Other: <i>Describe</i> |                                                  |                                                      |

**7. Budget Information:**

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

**8. Submission:**

Authorized Sponsor: Tehassi Hill, Chairman

Primary Requestor: Danelle Wilson, Executive Assistant

## Oneida Business Committee Travel Request

**1. OBC Meeting Date Requested:** 05 / 11 / 22  e-poll requested

### 2. General Information:

Event Name: 2022 National Congress of American Indians Mid Year Conference & Marketplace

Event Location: Anchorage, AL

Attendee(s): Tehassi Hill

Departure Date: Jun 12, 2022

Attendee(s): Lisa Liggins

Return Date: Jun 16, 2022

Attendee(s):

### 3. Budget Information:

Funds available in individual travel budget(s)

Unbudgeted

Grant Funded or Reimbursed

Cost Estimate: \$4,355

### 4. Justification:

Describe the justification of this Travel Request:

At NCAI's 2022 Mid Year Conference & Marketplace, attendees will have the opportunity to work collaboratively to protect and enhance tribal sovereignty. This four-day conference is themed "Thinking Beyond Self-Determination."

Tribal leaders, NCAI members, Native youth, and partners from across Indian Country will gather to embark upon a new era of Nation-to-Nation engagement, which will include: proactive strategy development, advocacy, and much more.

The conference will provide an opportunity for the Chairman to gain peer-to-peer feedback from other tribal leaders from across the nation, as well as delve into arising issues facing Indian Country, since the COVID-19 Pandemic started. The Secretary will focus on some targeted breakout sessions, with the main focus being PL280. As part of internal team, the Secretary is working to set up their project/team charter and one option identified the research was utilizing the Violence Against Women Act, as a conduit for partial retro-cession.

Requested Action: Approve the Travel Request – Chairman Hill and Secretary Liggins to NCAI Mid Year Conference, Anchorage, AL, June 12 – 16, 2022

### 5. Submission

Sponsor: Tehassi Hill, Chairman

- 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



Disclaimer this is a draft agenda. All times and titles are subject to change in the final agenda.

## Sunday, June 12

- 12:30 – 1:30 **NCAI Fund Board Meeting**
- 2:00 – 5:00 **NCAI Executive Committee Board Meeting**
- 5:00 – 7:00 **Elected Leader Reception**

## Monday, June 13

8:30-4:00 **Registration/Rules & Credentials Open**

### 9:00-11:30 **CONCURRENT BREAKOUT SESSIONS**

- Get Out The Vote Workshop**
- NCAI Addiction Task Force**
- NCAI Budget Task Force**
- NCAI Federal Recognition Task Force**
- NCAI-ITA Joint Transportation Task Force**
- NCAI Task Force on Violence Against Women & Working Session**

12:00-1:00 **New Member Orientation**  
All members and officers are invited to this welcome session for new members of NCAI and a briefing on membership, committees, voting, and process.

### 1:00-3:30 **CONCURRENT BREAKOUT SESSIONS**

- NCAI Climate Action Task Force**
- NCAI Peyote Task Force**
- NCAI Temporary Assistance for Needy Families (TANF) Task Force**
- NCAI Tax and Finance Task Force**
- NCAI Technology Task Force**
- NCAI Tribal Border Caucus**



4:30-5:00 **NCAI Committee and Subcommittee Chairs' Meeting with Resolutions Committee**  
NCAI requests that all Committee and Subcommittee chairs attend this important meeting.

## Tuesday, June 14

7:30-5:00 **Resolutions Office Open**  
**Registration/Rules & Credentials Open**  
8:30-4:00 **Elders' Lounge Open**  
9:00-5:00 **Marketplace Open**

### 8:30-12:00 **First General Assembly**

8:30 **Call to Order**  
Fawn Sharp, President, National Congress of American Indians  
**Presentation of the Colors**  
8:45 **Invocation**  
8:50 **Welcome from Local Host**  
9:10 **Rules of the Convention**  
**Resolutions Process Report**  
9:15 **President's Report**  
Fawn Sharp, President, National Congress of American Indians  
9:30 **Special Tribute**  
9:45 **Alaska Congressional Comments**  
10:10 **Tribally Driven Public Safety: Violence Against Women Act 2022**  
10:35 **NCAI CEO Introduction**  
Dante Desiderio, CEO, National Congress of American Indians  
10:45 **Thinking Beyond Self-Determination**  
11:40 **Tribal Leader Discussion**

12:00 **Lunch Recess**



12:00-1:00 **Marketplace Entertainment**

**1:30-2:30 CONCURRENT BREAKOUT SESSIONS**

**From Paper to Prosecutions: Implementing VAWA 2022**

**Awareness and Representation of AI/AN in Contemporary Education**

**Tribal Nations Engaging in Transboundary Climate Action**

**3:00-6:00 SUBCOMMITTEE MEETINGS**

\*Some subcommittees are meeting in the same meeting room

Room 1  
Technology & Telecommunications  
Transportation & Infrastructure

Room 2  
Jurisdiction & Tribal Government  
Public Safety & Justice

Room 3  
Taxation  
Tribal Gaming

Room 4  
Disabilities  
Health

Room 5  
Energy & Mineral Policy  
Environmental Protection & Land Use  
Trust Lands, Natural Resources & Agriculture

Room 6  
Economic Development, Finance & Employment  
Housing

Room 7  
Elders  
Veterans

Room 8  
Education  
Indian Child & Family Welfare

Room 9  
Human, Religious & Cultural Concerns

**6:30-8:00 Cultural Night**

A night to share the beauty of the local culture. Come join the local Tribal Nations as they host Cultural Night.





## Wednesday, June 15

### 6:45 Morning Ceremony

The public is invited to attend NCAI's Morning Ceremony. This gathering will help us start our day in a good way by sharing encouraging stories of faith and strengthening our relationships.

### 7:15-8:15 REGIONAL CAUCUS MEETINGS

Alaska Region

Great Plains Region

Northeast Region

Pacific Region

Southeast Region

Southwest Region

Eastern Oklahoma Region

Midwest Region

Northwest Region

Rocky Mountain Region

Southern Plains Region

Western Region

### 7:30-5:00 Resolutions Open

### Registration/Rules & Credentials Open

### 8:30-4:00 Elders' Lounge Open

### 9:00-5:00 Marketplace Open

## 8:30-12:00 Second General Assembly

### 8:30 Call to Order

Mark Macarro, 1st Vice President, National Congress of American Indians

### Invocation

### 8:40 Native Youth/Cultural Presentation

### 9:00 NCAI Youth Commission Update

### 9:10 Native Vote

### 10:00 Department of the Interior Update

### 10:30 Tribal Leader Discussion

### 10:45 White House Council on Environmental Quality Update

Brenda Mallory, Chair, White House Council on Environmental Quality

### 11:00 Tribal Food Subsistence in a Changing Climate

### 11:40 Tribal Leader Discussion

### 12:00 Lunch Recess



**1:25-2:25 CONCURRENT BREAKOUT SESSIONS**

**Riding Out the Storm: Climate Change, Disaster Relief, and Infrastructure Needs**

**Census Data as a Tool for Self Determination - Current Threats and Opportunities**

**Housing Insecurity and Equitable Access**

**Demanding Justice: Boarding Schools Session**

**2:35-3:35 CONCURRENT BREAKOUT SESSIONS**

**Missed Connections: The Importance of Building Robust Broadband and Cellular Networks**

**In Our Ancestors Footsteps: Co-Management, Sacred Areas, and Religious Rights**

**Economic Sovereignty: Fixing Taxation and Capital Flow in Indian Country**

**Protecting Our Homelands Forever: Respecting Sovereignty in the Land into Trust Process**

4:00-6:00

**FULL COMMITTEE MEETINGS**

Economic, Finance & Community Development

Human Resources

Land & Natural Resources

Litigation & Governance

Veterans



## Thursday, June 16

7:15-8:15 **REGIONAL CAUCUS MEETINGS (Optional)**

Alaska Region  
Great Plains Region  
Northeast Region  
Pacific Region  
Southeast Region  
Southwest Region

Eastern Oklahoma Region  
Midwest Region  
Northwest Region  
Rocky Mountain Region  
Southern Plains Region  
Western Region

8:30-12:00 **Elders' Lounge Open**

9:00-12:00 **Indian Arts and Crafts Open**

### 8:30-12:00 **Third General Assembly**

8:30 **Call to Order**  
Stephen Roe Lewis, Secretary, National Congress of American Indians

#### **Invocation**

9:00 **Tribal Supreme Court Project Update**

9:35 **Litigation Updates**

9:55 **Tribal Leader Discussion**

10:15 **Archival Update**

10:20 **Committee Reports**  
Economic, Finance & Community Development Committee  
Human Resources Committee  
Litigation & Governance Committee  
Land & Natural Resources Committee  
Veterans Committee

11:50 **Retire Colors**  
**Closing Invocation**

12:00 **Adjourn 2022 Mid Year Conference**

Approve the travel request - Councilman Daniel Guzman King - FY 2023 Bemidji Area Pre-Negotiation...

### Business Committee Agenda Request

1. Meeting Date Requested: 05/11/22

2. Session:

Open     Executive – must qualify under §107.4-1.

Justification:

3. Requested Motion:

Accept as information; OR

Approve Travel Request for Councilman Daniel Guzman King to attend the FY 2023 Bemidji Area Pre-Negotiation meeting – Bloomington, MN – June 8 – 10, 2022

4. Areas potentially impacted or affected by this request:

- Finance
- Law Office
- Gaming/Retail
- Other: *Describe*
- Programs/Services
- MIS
- Boards, Committees, or Commissions

5. Additional attendees needed for this request:

- Name, Title/Entity OR Choose from List*
- Name, Title/Entity OR Choose from List*
- Name, Title/Entity OR Choose from List*
- Name, Title/Entity OR Choose from List*

**6. 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 checked="" type="checkbox"/> Travel Documents |
| <input type="checkbox"/> Other: <i>Describe</i> |                                                  |                                                      |

**7. Budget Information:**

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

**8. Submission:**

Authorized Sponsor: Daniel Guzman King, Councilman

Primary Requestor: (Name, Title/Entity)

### Oneida Business Committee Travel Request

1. OBC Meeting Date Requested: 5 / 11 / 22  e-poll requested

2. General Information:

Event Name: FY 2023 Bemidji Area Pre-Negotiation meeting - Bloomington, MN - June 8 - 10, 2022

Event Location: Bloomington, MN Attendee(s):

Departure Date:  Attendee(s):

Return Date:  Attendee(s):

3. Budget Information:

- Funds available in individual travel budget(s)
- Unbudgeted
- Grant Funded or Reimbursed

Cost Estimate: \$950

4. Justification:

Describe the justification of this Travel Request:

Councilman Guzman is a member of the Great Lakes Area Tribal Health Board and they are hosting a Indian Health Service pre-negotiation meeting in Bloomington, MN.

5. Submission

Sponsor:

- 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



BOA 2023 Pre-Negotiation Agenda **\*DRAFT\***

June 8, 2022 – Day 1

8:00-9:00 Registration is ISDEAA Specialist and GLATHB staff

9:00-9:30 Drum Group/Prayer

9:30 – 10:00 Welcome and Opening Remarks; Area Director and GLATHB

10:00 -10:15 Break

10:15-12:00 Self Determination Area Updates

12:00-1:00 Lunch on your own

**Break out room to 2 rooms from 1:00 -end of day.**

1:00 – 2:00 Breakout room 1: OEHE and 105(L) Leases

1:00 – 2:00 Breakout room 2: BH and Telehealth

2:00- 2:15 Break

2:15-3:15 Breakout room 1: HIM and BOC

2:15-3:15 Breakout room 2: Vaccine, Therapeutics, CMO Update

3:15-3:30 Break

3:30-4:30 Breakout room 1: OEHE and 105(L) Leases

3:30-4:30 Breakout room 2: BH and Telehealth

4:30 – 5:00 Q&A optional

BOA 2023 Pre-Negotiation Agenda **\*DRAFT\***

June 9, 2022 – Day 2

**Break out rooms all day.**

8:00-8:30 Registration desk open – ISDEAA Specialist/GLATHB

8:30-9:30 COVID funds overview

8:30-9:30 Pharmacy Informaticist, CAC

9:30-9:45 Break

9:45-10:15 SAMSA New Initiative – Suicide Prevention Hotline – Reg V Rep

10:15-10:45 – Region V OGC Update – Doug Ferguson

9:45-10:45 Tribal Premium Sponsorship discussion-GLATHB will find speaker/Purchase Referred Care

10:45-11:00 Break

11:00-11:30 CMS discussion - Jody Webster – TTAG Representative, 4 Walls

11:00-12:00 HRSA funding/portal Anne Huang, Regional HRSA POC- BAO will ask

12:00-1:00 Lunch on your own

1:00 – 2:00 Breakout room 1: GLATHB Updates – Phyllis Davis – SDPI

Regional Updates by Representative –GLATHB to update – Epi Center

1:00 – 1:30 Breakout room 2: FEMA Region V updates – BAO to contact

1:30 – 2:00 Tribal and Area Recruitment and Retention

2:00- 2:15 Break

2:15-3:15 CSC Tribal and Federal – Sam Moose and Johnnita Tsabetsaye

3:15-3:30 Break

3:30-4:30 NIHB Update – Stacy Bohlen, CEO – (Tentative, GLATHB contacting)

4:30 – 5:00 Listening Session with Bemidji Area Director

BAO Health Director Orientation/BAO award ceremony **\*DRAFT\***

June 10, 2022

**Large room setting**

8:30 -12:00 HD Orientation – ISDEAA Specialist/BAO Self Determination staff.

12:00 -1:00 lunch on your own.

1:00-3:00 BAO Area Awards ceremony

Area will provide the award ceremony agenda

**Rhiannon R. Metoxen**

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**From:** Rhiannon R. Metoxen  
**Sent:** Thursday, May 5, 2022 3:00 PM  
**To:** Rhiannon R. Metoxen  
**Subject:** FW: GLATHB/IHS Pre-Negotiation Meeting Save the Date Reminder  
**Attachments:** BOA-2023-Pre-Negotiation-Agenda-Draft.docx

---

**From:** Will Funmaker <[Wfunmaker@glitc.org](mailto:Wfunmaker@glitc.org)>  
**Sent:** Thursday, April 28, 2022 9:33 AM

**Subject:** RE: GLATHB/IHS Pre-Negotiation Meeting Save the Date Reminder

Hello Tribal Leaders and Health Directors

I am sending a small reminder that the Great Lakes Area Tribal Health Board along with the Bemidji Area Indian Health Service is inviting you to the FY23 Pre-Negotiation meeting that will be held in Bloomington, MN in person from June 8 - 10.

To register for the event you can do it through the Great Lakes Area Tribal Health Board website [glathb.org](http://glathb.org) or [here](#). A tentative agenda has been attached here and put on the website as well. We will be putting up presentations from presenters as they are received before the meeting so do continue to check back as needed.

A block of rooms has been set aside for attendees at the JW Marriott Mall of America. A reservation can be made at [hotel block](#) or by calling (612)615-0100 and asking for the "Indian Health Service room block" rate. The cutoff date for the room block rate will be **May 17<sup>th</sup>**. There is a fee of \$18 for parking at the hotel. You will also have the option to park on the parking ramp at no charge.



# SAVE THE DATE

June 8 -10, 2022

FY 2023 Bemidji Area Pre-Negotiation mee  
JW Marriott Mall of America  
2141 Lindau Ln, Bloomington, MN 55421

**(612) 615-0100**

Room Block:  
*Indian Health Service Pre-Negotiations*

Please reach out to me if there are any questions and we are looking forward to meeting everyone there.

Respectfully

**Will Funmaker MBA,MLT (ASCP)<sup>CM</sup>**  
**GHWIC Program Director**  
**GLATHB Executive Director**  
Great Lakes Inter-Tribal Council INC.  
2932 Hwy 47 N  
P.O. Box 9  
Lac du Flambeau, WI 54538  
Phone: 715-588-3324  
Fax: 715-588-7900  
[wfunmaker@glitc.org](mailto:wfunmaker@glitc.org)

**Working to enhance the quality of life for all Native people**

*NOTICE: e-mail to and from this sender may be public record; however, this e-mail message and all attachments may contain legally privileged, confidential, proprietary, or sensitive information intended solely for the use of the addressee. If you are not the intended recipient, any disclosure, viewing, copying, printing, distribution, or use of any of the information contained in or attached to this communication is strictly prohibited. If you have received this message in error, please notify the sender by e-mail and delete all copies of the message immediately. If you are responding to this e-mail with sensitive or personal information, please consider providing the information in an encrypted format.*

Approve the travel request - Councilman Daniel Guzman King - Local Government and Advisory...

## Business Committee Agenda Request

1. **Meeting Date Requested:** 05/11/22

2. **Session:**

Open     Executive – must qualify under §107.4-1.

Justification:

3. **Requested Motion:**

Accept as information; OR

Approve Travel Request for Councilman Daniel Guzman King to attend the Local Gov't and Advisory Committee (LGAC) and Small Community Advisory Subcommittee (SCAS) public meeting – Washington D.C. – June 22nd – 24th, 2022

4. **Areas potentially impacted or affected by this request:**

Finance

Programs/Services

Law Office

MIS

Gaming/Retail

Boards, Committees, or Commissions

Other: *Describe*

5. **Additional attendees needed for this request:**

*Name, Title/Entity OR Choose from List*

*Name, Title/Entity OR Choose from List*

*Name, Title/Entity OR Choose from List*

*Name, Title/Entity OR Choose from List*



**6. 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 checked="" type="checkbox"/> Travel Documents |
| <input type="checkbox"/> Other: <i>Describe</i> |                                                  |                                                      |

**7. Budget Information:**

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

**8. Submission:**

Authorized Sponsor: Daniel Guzman King, Councilman

Primary Requestor: (Name, Title/Entity)

### Oneida Business Committee Travel Request

1. OBC Meeting Date Requested: 5 / 11 / 22  e-poll requested

#### 2. General Information:

Event Name: LGAC and SCAS Public Meeting - Washington D.C.

Event Location: Washington D.C.

Attendee(s): Daniel Guzman King

Departure Date: Jun 22, 2022

Attendee(s):

Return Date: Jun 24, 2022

Attendee(s):

#### 3. Budget Information:

- Funds available in individual travel budget(s)
- Unbudgeted
- Grant Funded or Reimbursed

Cost Estimate: \$1850

#### 4. Justification:

Describe the justification of this Travel Request:

Local Government Advisory Committee (LGAC) and the Small Committee Advisory Subcommittee (SCAS) meeting being held in Washington, DC on Thursday, June 23 and Friday, June 24, 2022. Councilman Guzman is a part of the water work group and all four work groups will present recommendations or a status update on their work at the meeting. Travel to be reimbursed by EPA.

#### 5. Submission

Sponsor: Daniel Guzman King, Councilmember

- 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

**From:** [Lieberman, Paige](#)  
**To:** [Barnes, Edlynzia](#)  
**Cc:** [Bowles, Jack](#); [Haygood, Lauren](#); [Banks, Portia](#)  
**Subject:** Book travel now! Weekly digest for LGAC and SCAS Members 4/29-5/5  
**Date:** Thursday, May 5, 2022 12:35:23 PM  
**Attachments:** [image001.png](#)

---

**Weekly Digest for Local Government Advisory Committee and  
Small Community Advisory Subcommittee Members  
April 29 – May 5, 2022**

### ***Committee News***

The LGAC and SCAS will have a public meeting in Washington DC, June 23-24! **If you are planning to attend, please book your travel as soon as possible, to avoid delays with EPA's travel approval process.**

You should have received an email from [Portia Banks \(Banks.Portia@epa.gov\)](#) regarding the details for travel. If you have any questions, reach out to Portia Banks cc'ing Paige and Lynzi.

---

The Environmental Justice Workgroup met April 29. They heard from EPA's Director of Environmental Justice, Matthew Tejada, and continued discussion on their charge questions.

The America's Waters and Infrastructure Workgroup met May 3<sup>rd</sup> and reviewed draft recommendations on how EPA can provide technical assistance to local governments related to implementation of the Bipartisan Infrastructure Law (BIL). Workgroup members will continue providing feedback for the next two weeks.

The Executive Committee met May 4<sup>th</sup> to review progress on each of the workgroup's recommendations. They also reviewed a draft agenda for the June 23-24 meeting, which will be shared with all members soon.

The Healthy Communities Workgroup will meet May 12<sup>th</sup> to review their draft recommendation on PFAS.

All four workgroups will have draft recommendations to present in June. These documents will first be reviewed by the LGAC Executive Committee and will then be shared with LGAC and SCAS members for review before the public meeting.

### ***Policy Announcements and News***

#### **New Enforcement Strategy Advances President Biden's Environmental Justice Agenda**

On May 5, Administrator Michael S. Regan joined Attorney General Merrick B. Garland to announce the Department of Justice's comprehensive enforcement strategy to advance environmental justice. As directed by President Biden's executive order, the Justice Department and EPA developed a strategy that positions the Biden-Harris Administration to leverage all available legal tools to secure protections for communities that have been overburdened by pollution and environmental injustices. This includes restoring Supplemental Environmental Projects (SEPs), which EPA's enforcement program has used to provide environmental and/or public health benefits to communities harmed by environmental violations.

Today's announcement helps to deliver on two goals in President Biden's Executive Order [Tackling the Climate Crisis](#)

Approve the travel request - Councilman Kirby Metoxen - Native American Tourism of Wisconsin...

---

## Business Committee Agenda Request

1. Meeting Date Requested: 5/11/22

2. Session:

Open     Executive – must qualify under §107.4-1.

Justification: *Choose or type justification.*

3. Requested Motion:

Accept as information; OR Enter the requested motion related to this item.  
Approve travel request - Councilman Kirby Metoxen - Native American Tourism of Wisconsin (NATOW) 2022 Annual Conference-Wabeno WI-June 20-22, 2022 noting NATOW will provide reimbursement.

4. Areas potentially impacted or affected by this request:

- |                                                |                                                             |
|------------------------------------------------|-------------------------------------------------------------|
| <input type="checkbox"/> Finance               | <input type="checkbox"/> Programs/Services                  |
| <input type="checkbox"/> Law Office            | <input type="checkbox"/> MIS                                |
| <input type="checkbox"/> Gaming/Retail         | <input type="checkbox"/> Boards, Committees, or Commissions |
| <input checked="" type="checkbox"/> Other: OBC |                                                             |

5. Additional attendees needed for this request:

*Name, Title/Entity OR Choose from List*

**6. 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: NATOW Flyer |                                                  |                                                 |

**7. Budget Information:**

- |                                                                |                                                  |
|----------------------------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> Budgeted – Tribal Contribution        | <input type="checkbox"/> Budgeted – Grant Funded |
| <input type="checkbox"/> Unbudgeted                            | <input type="checkbox"/> Not Applicable          |
| <input checked="" type="checkbox"/> Other: reimbursed by NATOW |                                                  |

**8. Submission:**

Authorized Sponsor: Kirby Metoxen, Councilman

Primary Requestor:

## Oneida Business Committee Travel Request

**1. OBC Meeting Date Requested:** 05 / 11 / 22  e-poll requested

### 2. General Information:

Event Name: Native American Tourism of Wisconsin 2022 Annual Conference

Event Location: Wabeno, WI Attendee(s): Kirby Metoxen

Departure Date: 6/20/2022 Attendee(s):

Return Date: 6/22/2022 Attendee(s):

### 3. Budget Information:

Funds available in individual travel budget(s)

Unbudgeted

Grant Funded or Reimbursed

Cost Estimate: \$650 (hotel, mileage, per diem) reimburse

### 4. Justification:

Describe the justification of this Travel Request:

Approve travel request - Councilman Kirby Metoxen - Native American Tourism of Wisconsin (NATOW) 2022 Annual Conference-Wabeno WI-June 20-22, 2022 noting NATOW will provide reimbursement.

NATOW will be hosting its annual conference titled Growing Prosperity: Food Sovereignty & Agri-Tourism. NATOW ' s mission is to promote tribal tourism and economic development, while highlighting the beauty, diversity and cultural dynamism of the 11 federally recognized tribes of Wisconsin. Tourism is the leading industry in tribal economies and plays a critical role in generating employment and revenues for essential governmental services for tribes and their members, including healthcare, housing, education, elder services, pre-K and more. NATOW is comprised of representatives from each tribe who meet to discuss and implement its strategic initiatives.

### 5. Submission

Sponsor: Kirby Metoxen, Councilmember

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

[Save a Copy...](#)

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)





**SAVE THE DATE!**

**GROWING PROSPERITY:**  
Food Sovereignty  
& Agri-Tourism

NATOW will be hosting its  
annual conference from  
**June 20-22, 2022**

Potawatomi Carter  
Casino & Hotel  
618 State Hwy 32  
Wabeno, WI 54566



Conference Partner

Review the March Sportsbook Rules of Play and determine next steps

---

### Business Committee Agenda Request

1. Meeting Date Requested: 05/11/22

2. Session:

Open     Executive – must qualify under §107.4-1.

Justification: *Choose or type justification.*

3. Requested Motion:

Accept as information; OR

*Enter the requested motion related to this item.*

4. Areas potentially impacted or affected by this request:

- Finance
- Law Office
- Gaming/Retail
- Other: *Describe*
- Programs/Services
- MIS
- Boards, Committees, or Commissions

5. Additional attendees needed for this request:

- Name, Title/Entity OR Choose from List*
- Name, Title/Entity OR Choose from List*
- Name, Title/Entity OR Choose from List*
- Name, Title/Entity OR Choose from List*

**6. 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: Sports Book Rules of Play Amendments (MARCH 2022) |                                                  |                                                 |

**7. Budget Information:**

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

**8. Submission:**

Authorized Sponsor: Mark Powless, OGC - Chairman

Primary Requestor: Ivory Kelly, OGC - Regulatory Compliance Manager

## Oneida Business Committee Agenda Request

**Cover Memo:**

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

The Oneida Gaming Operation requested changes to the Rules of Play (ROP) House Rules-Sports Betting document. The request for changes can be found within the correspondence that was included with the attached documentation. While the OGC still has some questions to one of the changes the OGC approved the document as we continue to work with the Gaming Operation and come to a clear understanding of this change.

On March 9, 2022, these changes were made by Gaming Management. March 15, 2022 The Oneida Gaming Commission (OGC) officially approved the amendments. The updated document was sent to the State on 4/4/2022 for their review and acceptance.

Action Requested: Accept the notice of Sportsbook Rules of Play approved by the Oneida Gaming Commission on March 15, 2022 and direct notice to the Oneida Gaming Commission that there are no requested revisions under section § 501.6-14.(d)”

**Ivory S. Kelly**

---

**From:** Ashley M. Blaker  
**Sent:** Tuesday, March 15, 2022 3:45 PM  
**To:** Ryan J. Northway; Derrick R. King; Fawne M. Rasmussen; Jessalyn M. Harvath; Ashley M. Smith  
**Cc:** Ivory S. Kelly; Shoshana P. King; Tracy J. Metoxen; Michelle M. Braaten; Jodi M. Skenandore; Ashley M. Blaker  
**Subject:** Notification: ROP Sports Betting House Rules – Revision  
**Attachments:** FW: Sports Betting House Rules - Revision

**DATE:** 03/15/22  
**FROM:** Mark A. Powless Sr.  
**SUBJECT:** ROP Sports Betting House Rules – Revision

Good Afternoon,

The Gaming Commission has reviewed the following item(s) and is approved. This will be placed on the next Regular OGC Meeting agenda for retro approval.

1. ROP Sports Betting House Rules – Revision

If you have any further questions please feel free to contact the OGC Chair Mark Powless Sr. via email [mpowles5@oneidanation.org](mailto:mpowles5@oneidanation.org) or at 497-5658.

Yaw^ko,

*Ashley Blaker*

Administrative Assistant

Oneida Gaming Commission

PO Box 79

Oneida WI 54155-0079

Phone: (920) 497-5850

OGC Fax: (920) 496-2009

Backgrounds Fax: (920) 490-8048



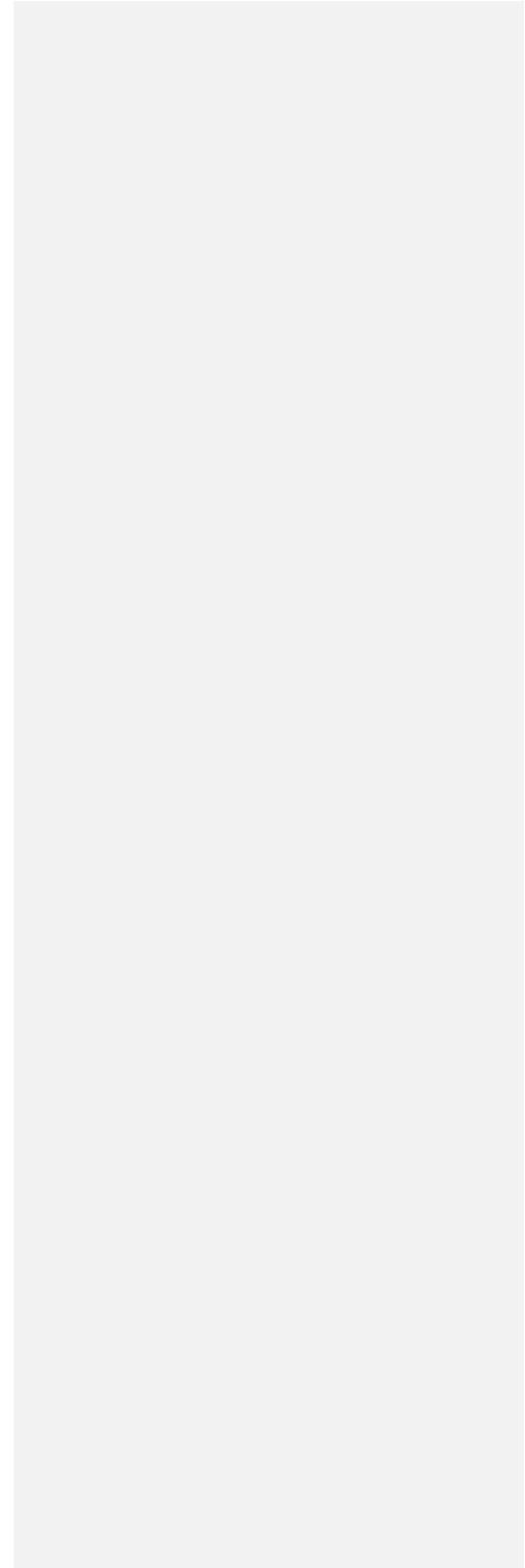
#

A good mind. A good heart. A strong Fire.

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**ONEIDA CASINO**

**SPORTSBOOK  
RULES OF PLAY**





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**RULES OF PLAY****I. In General:**

- A. Patron must be 21 years of age or older to place a sports wager.
- B. Patrons should familiarize themselves with these Oneida Casino Sportsbook House Rules before placing a bet. By placing a bet, the patron acknowledges and accepts these House Rules.
- C. Management will make every effort to ensure the odds displayed on their screen are accurate.
  - 1. Computer generated point spreads / odds shall determine winners, losers, ties and payout odds.
  - 2. For the protection of all concerned, management will retain a record of all point spreads and odds in case of technical or human error.
  - 3. All statistical and other data displayed on the Sportsbook screens, wall boards, scratch sheets, etc. are for the convenience of our patrons only. Maximum care is taken to ensure the accuracy of such information.
  - 4. Odds or line changes will be noticed to customers via automatic updates conducted in the risk management system and will be reflected on the odds boards.
- D. Casino Sportsbook is not responsible for lost, stolen, altered or unreadable tickets. Lost or stolen ticket claims will be paid upon presentation of supporting information or documentation. In the absence of such documentation The Casino reserves the right to wait at least 120 days after the conclusion of the event and/or racing meet to make its decision regarding payment.
- E. Management will make every reasonable effort to resolve disputes. Any unresolved dispute arising as a result of wagers accepted by Oneida Casino Sportsbook shall be submitted in writing to the Oneida Gaming Commission.
- F. Oneida Casino Sportsbook reserves the right to prohibit the below sportsbook participants:
  - 1. Any patron on the exclusion list;
  - 2. Any patron with a suspended Wagering Account;
  - 3. Self-excluded patrons; and
  - 4. Banned patrons.
- G. Oneida Casino Sportsbook reserves the right to add, change or delete the Sportsbook House Wagering Rules, subject to regulatory approval.

**II. Wager Information; Acceptance and Redemption of Wagers**

- A. Oneida Casino Sportsbook reserves the right to refuse any wager, delete, or limit selections prior to the acceptance of any wagers.
- B. Please check your tickets for accuracy before leaving the betting window/kiosk. Leaving the window/kiosk with the ticket is deemed an acceptance of the wager by both parties. Wagers may be accepted at other than the currently posted terms.
  - 1. Tickets will not be altered prior to the start of an event except at the discretion of management and with the approval of both parties.

## ONEIDA CASINO SPORTSBOOK

## RULES OF PLAY

2. Once both parties accept a wager, tickets will not be altered after an event officially begins.
  3. Funding A Wager. Wagers at Oneida Casino Sportsbook may only be funded in cash or with funds from a winning ticket or voucher.
  4. Identification Requirements. Patrons must provide identification when creating a Wagering Account and for each wager placed for \$3,000.00 or more – in addition, identification is required when funding and/or redeeming from the Wagering Account.
  5. Redeeming a winning bet. All winning bets must be redeemed at the Sportsbook POS Terminal or the Cage Cashier's window during normal hours of operation within sixty (60) days of the event date. Winning tickets not redeemed within the redemption period shall expire.
- C. Oneida Casino Sportsbook will not accept any wagers placed for less than \$1.00 and will not accept any wagers on parlays and teasers where the odds are greater than 299:1, provided that minimum and maximum wagers may be increased and/or decreased based on the prior written approval of Gaming Management, which shall be posted in the Oneida Sportsbook. In addition, Gaming Management reserves the right to set maximum dollar amounts for wagers based on the wagering forum, for example, a maximum wager of \$X may be placed on kiosks only, without placing any such limitation on other forums of wagering.
- D.** The Oneida Casino Sportsbook will not accept any wagers, of any type, on any Wisconsin collegiate events or markets. In addition, the Oneida Casino Sportsbook will not accept any wagers related to any player/participant injuries in any event or market.
- ~~D.E.~~** The Oneida Casino Sportsbook does not accept wagers on Wisconsin collegiate teams, if the team selected for a wager does not win, patron will not be paid.

**III. Official Results in General**

- A. Unless provided otherwise in these House Rules, all "games" (team contests) must be played on the date scheduled to be considered action, unless stipulated otherwise on guest wagering information sheets or odds display. Game start or conclusion times delayed or extended beyond midnight are not recognized as date changes for wagering purposes.
- B. "Events" including golf tournaments, boxing matches, mixed martial arts, tennis matches, auto races, track and field, and international tournaments (excluding Olympics) or events must be held within 7 days of scheduled date to be considered action, unless stipulated otherwise on guest wagering information sheets or odds display.
- C. Management is not responsible for location changes. If a game or event is moved from original location, all wagers are no action.
- D. For wagering purposes, unless otherwise stipulated on, matches are official after:
  1. All – considered action once the opening bell/buzzer sounds, regardless of the scheduled length of the bout.
  2. All fighting "pick the round" proposition wagers are no action (Refunded) if the scheduled length of the bout is changed from the distance displayed by the Sportsbook, or on guest wagering information sheets or odds display.

## ONEIDA CASINO SPORTSBOOK

## RULES OF PLAY

- E.** All results are deemed final once the official agency (official sports body, commission, sanctioning organization, etc.) has posted the result. Subsequent inquiries and changes to official results will not affect the bet settlement after one hour or more of the conclusion of the event.
- F.** For betting purposes, the winner of an event or game will be determined on the date and approximate time of the events conclusion according to house wagering rules. The Oneida Casino Sportsbook does not recognize suspended games, result changes one hour or more after the events conclusion, protests, or overturned decisions, etc.
- G.** Minimum play requirements for betting purposes. Unless stipulated otherwise on, guest wagering information sheets or odds display, games are official after:
1. Football (professional and college) - 55 minutes of play.
  2. Basketball (professional) – 43 minutes of play.
  3. Basketball (college and women’s) – 35 minutes of play.
  4. Hockey (professional, college, amateur) – 55 minutes of play.
  5. Soccer (professional and amateur) - 90 minutes of play.
  6. Fighting, Mixed Martial Arts (professional and amateur) – When bell (buzzer etc.) is sounded signifying the start of the opening round the bout is considered official for betting purposes, regardless of the scheduled length.
  7. Baseball (major league, minor league, college, amateur) – In all nine-inning scheduled games, winners and losers are official after nine innings of play, unless the home team is leading after eight and one-half innings. Postponed or Suspended games must go a minimum of five innings or four and one-half innings if the home team is ahead (also applies to seven-inning scheduled games). If a game goes past five innings and is subsequently Postponed or Suspended, the winner is determined by the score after the last full inning of play; except in a case in which the home team scores to tie or take the lead in the bottom half of the inning in which the game is Postponed or Suspended, the runs do count.
  8. All contests not listed above that involve a predetermined length of play, time limit, distance, etc. that are not reached, yet the event is called final by event officials with a winner declared, shall also be considered official for betting purposes, unless stipulated otherwise on guest wagering information sheets or odds display.
  9. All other contests not listed above that involve a scheduled length of play or time limit must play to their conclusion or have five minutes or less than 10% of scheduled playing time remaining when the contest concludes to be considered official for betting purposes.
  10. All halftime (1st half and 2nd half), quarter, period, set, etc. wagering propositions must be played to the conclusion of that portion of play to be considered “Action”, and are independent of the game and other propositions. Soccer 1st half or 2nd half wagers must go at least 45 minutes to be considered “Action”.
- H.** Prop bets must go for the duration of the sports minimum play requirement.
- I.** Futures wagers will be graded within one calendar year of the official league start date, in the circumstances of delayed future wagers including but not

## ONEIDA CASINO SPORTSBOOK

## RULES OF PLAY

limited to division/conference/finals etc, the date change will be considered action if completed within one calendar year of the official league start date.

**IV. Auto Racing**

- A. Date/Site Changes.** Auto Racing events must take place within 72 hours of the original start time or bets will be void.
- B. Minimum Length of Play.** All wagers will be settled according to the unofficial results reported immediately after the conclusion of the race by the governing organization. Any changes to the finishing order that occurs based on appeals, penalties or scoring malfunctions after the race has concluded, will not be recognized. Should the race not complete all scheduled laps, but is deemed official by the governing body, then bets will stand. If a race is cancelled without an official winner named, then bets are refunded. If a race is abandoned and no result declared, all bets will be refunded, except where bets are already settled.
- C. Auto Racing Wagers**
- 1. Race Winner:** A wager on which driver will win the race. All bets settled using unofficial results reported immediately after the conclusion of the race.
  - 2. Matchups:** A wager on one or more specified driver(s) versus one or more specified driver(s). Wagers are placed on the driver only, not the car or team. If the original driver is replaced by another driver after the start of the race, the original driver is the driver of record and the wager will be action. All drivers in the match-up must start the race for action. If one of the drivers does not finish the race, the other driver is considered the winner. If neither driver finishes the race, the driver who completed the most laps is the winner. If both drivers complete the same number of laps but do not finish the race, all bets are refunded. Any changes in finishing order that occurs based on appeals, penalties, or scoring malfunctions after the race has concluded will not be recognized. Wagers on qualifying performance will be settled according to position and times set during the final qualifying session. For the purposes of these markets, any subsequent alterations of grid positions are not recognized.
  - 3. Qualifying Betting/Who Will Qualify on Pole:** Wagers on qualifying performance will be settled according to position and times set during the final qualifying session. For the purposes of these markets, any subsequent alterations of grid positions are not recognized. Top 3/5/10: Wager on whether a driver will finish in these positions. Winning Manufacturer/Constructor/Team: Wager on the winning team regardless of what driver(s) participate.

**V. Baseball**

- A. Date/Site Changes.** Regular season Baseball games must be played on the scheduled date/location (location is a geographical area or city, but not restricted to a specific arena or venue) to be considered action unless otherwise noted in the specific sports rules section or the inventory game page within the mobile application or web browser application.
- B. Minimum Length of Play.** Pre-Game Wagers: Unless otherwise stipulated in individual Baseball sports wager rules, wagers on baseball money lines are official after 5 innings of play. If the home team is leading, the game is official

## ONEIDA CASINO SPORTSBOOK

## RULES OF PLAY

after 4 ½ innings (this will include softball). Thereafter, if a game is called or suspended, the winner is determined by the score after the last full inning, unless the home team scores to tie or take the lead in the bottom half of the inning, in which case the winner is determined by the score at the time the game is called. For games scheduled to play a full 9 innings, game must go to 9 innings (8 ½ if the home team is ahead) to have action on run lines and totals. For games scheduled to play only 7 innings, game must go to 7 innings (6 ½ if the home team is ahead) to have action on run lines and totals. Live Wagers: Game must go full scheduled length to have action on all markets: 9 innings (8 ½ if the home team is ahead) for 9 inning games, or to 7 innings (6 ½ if the home team is ahead) for 7 inning games. If the game is called before this time then all bets will be void, except for those that have been unconditionally determined. In specified inning wagers, game must go full specified innings to be official, unless the home team is leading the bottom half of specified inning prior to completion of specified innings(s). For money line, totals, and run lines, game must go the full specified innings. All baseball propositions are considered action regardless of any pitching changes.

C. **Pre-Game Baseball Wager Rule.** Baseball wagers are accepted in the following manner:

~~1. — One specified pitcher: A wager on or against one specified pitcher, regardless of the other starting pitcher. Specified pitcher must start or wager is deemed “no action” and wager is refunded.~~

~~2. — Both specified pitchers: A wager that specifies both starting pitchers must start for action. Any variation constitutes “no action” and wager is refunded.~~

~~a) — In the event of a pitcher(s) change prior to the start of a baseball game, money line odds will be adjusted to the opening price of the new pitching matchup.~~

~~b) — Note: Each team’s starting pitcher is defined for wagering purposes as the pitcher that throws the initial pitch.~~

~~3-1. Money Line:~~ A wager in which the bettor “takes” or “lays” a specified price. The team wagered must only win the game for the wager to be deemed a winner. Extra innings are counted in final score. Money line wagers are for team against team, regardless of the starting pitcher, ~~unless the team option with both pitchers listed is specifically selected at the point of bet placement in which case any subsequent change to either starting pitcher will be considered “no action” and the wager will be refunded accordingly.~~ Wager must meet the minimum length of play as specified above.

~~4-2. Total Runs:~~ A wager on whether the total number of runs scored in a game is over or under a specified number. Extra innings are counted in final score. Wager must meet the minimum length of play as specified above.

~~5-3. Run Line:~~ A wager in which the bettor “takes” or “lays” a specified number of runs. The team wagered must “cover” the run line for the wager to be deemed a winner. Extra innings are counted in final score. Wager must meet the minimum length of play as specified above.



## ONEIDA CASINO SPORTSBOOK

## RULES OF PLAY

~~6-4.~~ **Team to score first:** Settled on the first score of the game. Bets stand even if game is not completed. Extra Innings count.

~~7-5.~~ **Team to score last:** Settled on the last team to score. Game must go 8 ½ innings in 9 inning games, or 6 ½ innings in 7 inning games for bets to stand.

~~8-6.~~ **Highest Scoring Inning:** Bet on which inning will produce the most runs. Dead heat rules apply. Game must go 8 ½ innings in 9 inning games, or 6 ½ innings in 7 inning games for bets to stand.

~~9-7.~~ **First 1/3/5/7 Inning Markets:** Specified number of innings must be completed for bets to stand.

~~10-8.~~ **Race to x runs:** Winner being the team who reaches the specified points tally first. Should neither team reach the total, and a 'Neither' option is not offered, then bets on that market will be refunded.

- D. **Baseball Proposition Rules.** Various unique wagers may be offered from time to time. When wagering proposition bets, the game must go 9 innings (8 ½ innings if the home team is ahead) to have action, or action has occurred as the outcome of the wager is already known. If a game is suspended after 9 innings (8 ½ innings if the home team is ahead), the final score is determined after the last full inning, unless the home team scores to tie or take the lead in the bottom half of the inning, in which case the score is determined by the score at the time the game is called. All baseball propositions are considered action regardless of any pitching changes. If a game is scheduled for only 7 innings, then game must go 7 innings (6 ½ if the home team is ahead).

1. **Baseball Player Props**

a) Players in player prop bets do not have to start but must play some part for Player Props to have action. Wagers on specific player performance or match wagers will be deemed official once at least one of them have left the game, with both having taken some part in the game to that point, regardless of the conclusion of the game.

b) Hit(s): Oneida Sportsbook settles markets in accordance with official box score statistics declared by MLB as the governing body.

2. **Baseball Regular Season Series Props.** Regular season series props are offered for all 3, 4 or 5 Game Series with the outcome of all games played counting towards settlement. Series must go a minimum of 3 games for action regardless of games scheduled and or canceled. A called game will count towards a series wager if declared an official game by the league. All wagers are action regardless of Starting Pitchers or pitcher changes.

3. **Baseball Playoff Series Props.** For Playoff Series Winner props, the team that advances to the next round is deemed the winner. Wagers for all other markets are refunded if the required minimum number of games (according to the respective governing organizations) are not completed, or the number of games changes.

4. **Baseball Post Season Rule.** All MLB playoff games will have action regardless of date played and or completed, unless specified otherwise. Game winner will be paid based on the official winner of this game as determined by the MLB. All listed pitchers' rules apply.

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- 5. Baseball Grand Salami Props.** Grand Salami prop is determined by the total runs scored in all MLB games scheduled for that day. There are no listed pitchers, so all bets are action. Wager applies to all scheduled games and games must go 9 innings (8 ½ if home team is leading). If any game is cancelled or stopped before the completion of 8 ½ innings, all wagers on the Grand Salami will be cancelled. Grand Salami will not be offered when 7 inning games are scheduled.
- E. College World Series.** Games must be played on scheduled date for action. All teams face double elimination. Teams listed second do not necessarily bat last.
- F. Baseball Futures.** Baseball season long futures are unique wagers which will be offered from time-to- time. For all season long and future props, all wagers stand regardless of team re- location, change to a team name, season length or play-off format unless stated otherwise in the market. For awards, the official decision made by the governing body on the day the award winner is announced will be final. Any subsequent changes at a later date will not count for betting purposes.
- G. Regular Season Team Total Wins O/U.** Wager on the total regular season wins made by a team.
- 1. Regular Season Team Win Percentage.** Wager on the percentage of wins by a team during the regular season.
  - 2. Head to Head Regular Season Team Wins.** Wager on the number of regular seasons wins made by one team vs. another team.
  - 3. Regular Season Player Totals O/U.** Wager on the number of regular season Total Home Runs, Runs, Hits, Stolen Bases, Strikeouts, Saves by a named player.
  - 4. Regular Season Player Averages.** Wager on a player's batting average O/U. To qualify a player must have at least 3.1 plate appearances per game.
- H. Baseball Championship and Pennant Futures.** If there is a change to the post season structure whereby a Championship Series is not possible, or called early, Pennant betting will be settled on the team that advances to the World Series from that league.
- 1. Division of Winning Team.** Wager on which division the winner originates from.
  - 2. League of Winning Team.** Wager on which league (American League or National League) the winner originates from.
  - 3. State of Winning Team.** Wager on which state the winner originates from.
  - 4. Name the Finalists.** Which two teams will meet in the Championship Series. Should no series take place, all bets are refunded.
  - 5. Exact Outcome.** Which team will win, and who will they beat in the named series. Should no series take place, all bets are refunded.
  - 6. #1 Seed.** Team to be the #1 seed in specified league (American League or National League) at the end of the regular season.
  - 7. To Win/Lose 100+ Games.** Wager on whether a named team will win or lose 100 or more regular season games.

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- 8. Double Chance.** Wager on whether either of the two named teams will be declared the winner for the named market.
- I. Playoff Series Props.**
- 1. Series Winner.** Wager on which team will advance to the next round. Should no series take place, bets will be refunded.
  - 2. Series Correct Score.** Wager on the exact score of games within the series. Should the series be shortened from its original length, then bets would be refunded.
  - 3. Total Games.** Wager on how many games will take place in the series.
- J. Baseball Futures List**
- 1. MLB Divisional Odds.** Wager on which team will win an MLB division.
  - 2. MLB Division Finishing Position.** Wager on the exact position a named team will finish within their division.
  - 3. MLB Pennant Odds.** Wager on which team will win the pennant in either the American League or National League of MLB.
  - 4. MLB World Series Odds.** Wager on which team will win the World Series.
  - 5. MLB Cy Young Winner.** Wager on which pitcher wins the Cy Young Award in either the American League or National League of MLB.
  - 6. MLB MVP Winner.** Wager on which player will win the MVP award in either the American League or National League of MLB.
  - 7. MLB Rookie of the Year Winner.** Wager on which player will win the Rookie of the Year award in either the American League or National League of MLB.
  - 8. Most Home Runs Hit.** Wager on which player hits the most number of home runs in the regular season.
  - 9. Highest Season Long Batting Average.** Wager on the highest season long batting average by a particular player as declared by MLB.
  - 10. Most RBI's in Season.** Wager on which player has the most Runs Batted In during the regular season.
  - 11. Most Stolen Bases in Season.** Wager on which player has the most Stolen Bases during the regular season.
  - 12. Most Pitching Victories.** Wager on which player is awarded the most wins during the regular season.
  - 13. College Baseball World Series Winner.** Wager on which team will win the College World Series.
- K. Live Baseball Rules.** If a match is interrupted or cancelled and won't be continued on the same day, all undecided markets are considered cancelled.
- L. Moneyline – Winner (Away, Home)**
- 1. Game –** Includes extra innings.
  - 2. H1 –** Only runs scored in the first 5 innings are considered
- M. Total – Total Runs scored by both teams (Over, Under)**
- 1. Game –** Includes extra innings
  - 2. H1 –** Only runs scored in the first 5 innings are considered
  - 3. Inning –** Only runs scored in the specific inning are considered
- N. Point Spread – Winner With handicap in .5 increments (Away, Home)**

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1. Game – Include Overtime
2. H1 – Only runs scored in first five innings considered
- O. Three Way – Outcome (Away, Home, Tied)**
  1. Reg – Which team will win the game, no extra innings considered
  2. H1 – Which team will lead after 5 innings
  3. Inning – Which team wins the specific inning
- P. Win Rest.** Which team will win the rest of the game, including overtime
- Q. Away Total – Total runs scored by away team (Over, Under)**
  1. Game – Total runs scored in the game
  2. H1 – Only runs scored in first five innings are considered
- R. Home Total – Total runs scored by home team (Over, Under)**
  1. Game – Total runs scored in the game
  2. H1 – Only runs scored in first five innings are considered
- S. Win Margin – Predefined range of runs a team wins by (Away 3+, 2, 1; Home 3+, 2, 1).** Game – Includes overtime

**VI. Basketball**

- A. Date/Site Changes.** Basketball games must be played on the scheduled date/location (location is a geographical area or city, but not restricted to a specific arena or venue) to be considered action unless otherwise noted in the specific sports rules section or the inventory game page within the mobile application or web browser application.
- B. Minimum Length of Play.** For wagering purposes, unless otherwise stipulated in individual Basketball sports wager rules, US pro basketball results are official after 43 minutes of play. College Basketball, WNBA, NBA Summer League and European Basketball are official after 35 minutes of play.
- C. Pre-Game Basketball Wager Rules.** Point Spread: A wager in which a bettor “takes” or “lays” a specified number of points. The team wagered must “cover” the point line for the wager to be deemed a winner. Unless otherwise specified as “Regular Time” on the individual market, overtime periods are counted in the final score.
- D. Money Line:** A wager in which the bettor “takes” or “lays” a specified price. The team wagered must win the game for the wager to be deemed a winner. Unless otherwise specified as “Regular Time” on the individual market, overtime periods are counted in the final score.
- E. Total Points:** A wager on whether the total number of points scored in a game is over or under a specified number. Unless otherwise specified as “Regular Time” on the individual market, overtime periods are counted in the final score.
- F. First Half:** Wagers on the first half will be decided by the score at the end of the first half. If a game does not go the entire first half, all first half wagers will be refunded. Once the first half has been completed, all wagers on the first half will stand regardless of the length of the remainder of the game.
- G. Second Half:** Wagers on the second half will be decided on the basis of points scored in the second half. If the entire second half is not played to its completion, all Second Half wagers will be refunded. Overtime periods are counted in the Second Half score and considered official regardless of the length or suspension of the overtime period.

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- H. Quarters:** Wagers on any specified quarter will be decided based on points scored in that specified quarter only. Specified quarter must be played to their completion or the wager will be refunded. Once a specified quarter is completed, that specified quarter wager will stand regardless of the length of the remainder of the game. Fourth quarter wagers do not include overtime periods unless otherwise stated.
- I. Team to score first:** Settled on the first score of the game. Bets stand even if game is not completed. Overtime counts.
- J. Team to score last:** Settled on the last team to score. Game must be completed. Overtime counts.
- K. Highest Scoring Quarter:** Bet on which quarter will produce the most points. Dead heat rules apply. Game must be completed for bets to stand.
- L. Race to x points:** Winner being the team who reaches the specified points tally first. Should neither team reach the total, and a 'Neither' option is not offered, then bets on that market will be refunded.
- M. Basketball Props.** Various unique wagers may be offered from time to time, called proposition bets. When wagering proposition bets, unless stated otherwise, overtime does count for settlement of wagers.
- N. Basketball Player Props.** Players do not have to start for action but must play for action. If a player does not take any part in a game, then wagers on that player proposition will be refunded.
- O. Basketball Futures.** Basketball season long futures are unique wagers which will be offered from time to time. For all season long match wagers and division betting, all wagers stand regardless of team relocation, or a change to team name, season length or playoff format. Unless stated otherwise in the market, team(s) must play in all their scheduled regular season games as determined by the league's governing body at the start of the season for wagers to have action. If team(s) do not compete in all scheduled games then wagers will be refunded, except for those wagers which have been unconditionally determined. For awards, the official decision made by the governing body on the day the award winner is announced will be final. Any subsequent changes at a later date will not count for betting purposes.
- P. Basketball Division and Conference Futures.** Division Winner markets will be settled on who finishes top of the relevant division after the conclusion of the Regular Season. If two or more teams have the same Regular Season win record then ties will be broken using the governing body's official rules to determine an outright winner. If no tie option was made available for any match bet wager, wagers will be a push should the teams tie and stakes refunded. Conference Winner markets will be settled on team's performance in the playoffs. Regular season records do not count. If there is any change to the post season structure whereby a Conference Finals Series is not possible, or called early, Conference Winner will be settled on the team that advances to the NBA Finals from that Conference. College Basketball Conference Tournament Winner will be determined by the team winning the Championship game regardless of any post-season suspension. For Playoff Series Winner, the team that advances to the next round is deemed the winner. Wagers for all other

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markets are refunded if the required minimum number of games (according to the respective governing organizations) are not completed, or the number of games changes.

- Q. NBA Division Finishing Position.** Wager on the exact position a named team will finish within their division.
- R. Basketball Grand Salami Prop.** The Basketball Grand Salami will be decided by adding up all the scores for the games scheduled for that particular day. All games must be completed for action. Points scored in overtime are included.
- S. NBA Draft.**
1. All markets will be settled in accordance with official information available on NBA.com.
  2. Wagers on Over/Under draft position are settled based on when a team selects that player. Should a player go undrafted, Over/Under markets will be settled by assigning the next number after the last player drafted.
  3. Round in which player is drafted wagers will be void should a player go undrafted, unless 'undrafted' is an option offered in the betting market.
  4. Wagers on any players who subsequently withdraw their eligibility for that year's draft will stand. Should a player who is not listed in any market be the winning selection, all bets on that market stand. All markets involving listed players are offered with others available on request.
  5. Wagers on which team will draft a player are settled on the team who officially draft that player as listed on NBA.com. Any previous or subsequent trades will not be taken into consideration for settlement.
  6. International players are defined as any player who played for a non-US team in the previous season, and not by their country of birth. Eg. A US-national who played for Real Madrid in Spain will be deemed an International player.
- T. NBA Draft Lottery**
1. All markets will be settled in accordance with official information available on NBA.com.
  2. Markets are settled on which team is assigned the relevant pick on the day of the Draft Lottery. Any subsequent trades or forfeiture of draft picks after the Lottery will not be taken into consideration for settlement.
- U. Basketball Futures List**
1. **NBA Championship Odds.** Wager on which team will win the Championship.
  2. **Division of Winning Team.** Wager on which division the winner originates from.
  3. **Conference of Winning Team.** Wager on which conference the winner originates from.
  4. **State of Winning Team.** Wager on which state the winner originates from.
  5. **Name the Finalists.** Wager on which two teams will meet in the Championship Series. Should no series take place, all bets are refunded.
  6. **Exact Outcome.** Wager on which team will win, and who will they beat in the named series. Should no series take place, all bets are refunded.



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7. **#1 Seed.** Wager on team to be the #1 seed at the end of the regular season.
  8. **Double Chance.** Wager on whether either of the two named teams will be declared the winner for the named market
  9. **NBA Regular Season Award Winners (MVP, Rookie of the Year, Most Improved).** Wager on which player will win the award including MVP, Rookies of the Year, and Most Improved titles.
  10. **Regular Season Team Total Wins O/U.** Wager on the total regular season wins made by a team.
  11. **Regular Season Team Win Percentage.** Wager on the percentage of wins by a team during the regular season.
  12. **Head to Head Regular Season Team Wins.** Wager on the number of regular seasons wins made by one team vs. another team.
  13. **Regular Season Player Totals O/U.** Wager on the number of regular season Points, Rebounds, Assists, Steals, Blocks by a named player.
  14. **Regular Season Player Averages.** Wager on the average number of regular season Points, Rebounds, Assists, Steals, Blocks by a named player. To qualify a player must have played in 70% of their team's games.
  15. **College Basketball Tournament Winner.** Wager on which team wins the College Basketball Tournament.
  16. **College Basketball Tournament Regional Winner.** Wager on which team wins the College Basketball Tournament Region.
  17. **College Basketball Conference Tournament Winner.** Wager on which teams win the College Basketball Conference.
  18. **College Basketball Tournament Wins.** Wager on how many wins a team will have in the College Basketball Tournament.
  19. **Head to Head Tournament Wins.** Wager on which team will have more wins in the College Basketball Tournament.
  20. **College Basketball Conference Wins.** Wager on how many wins a team will have in their College Basketball Conference Tournament.
- V. In the event of a wagering tie, the straight wager is considered "no actions" and the wager is refunded. Parlays reduce to the next lowest amount of selections.
- W. **Special Events/Matchups.** For any special event held that is not resulted using the traditional Basketball scoring system (e.g. NBA Skills Competition), the following rules will apply:
1. **Head to Head/Round Winner:** All listed competitors must take place for bets to stand. Should a competitor advance due to a walkover, then all bets will be refunded. Should the matchup begin, with a winner declared, then all bets will stand.
  2. **Event Winner:** The official decision made by the governing body on the day of the event will be final. Any subsequent changes at a later date will not count for betting purposes. Should a competitor not take part at all in a competition then bets on that selection will be refunded. Should a competitor withdraw after taking some part of the competition, then bets will stand.
- X. **Live Basketball Rules**
1. Markets do not consider overtime unless otherwise stated.

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2. If a match is interrupted or postponed and is not continued within 48 hours after initial start date, betting will be cancelled.
3. **Point Spread – Winner with Handicap in .5 increments (Home, Away)**
  - a) Game – Includes overtime
  - b) Reg – Only points during regular time are considered
  - c) H1 – Only points scored during first quarter and second quarter are considered
  - d) Q1-Q4 – Only points scored in the specific quarter are considered
4. **Total – game total (over, under)**
  - a) Game – Total points scored by both teams, includes overtime
  - b) Reg – Only points during regular time are considered
  - c) H1 – Only points scored during first quarter and second quarter are considered
  - d) Q1-Q4 – Only points scored in the specific quarter are considered
5. **Money Line – Winner (away, home)**
  - a) Game – Includes overtime
  - b) H1 – Only points scored in the first half will be considered
  - c) Q1-Q4 – Only points scored in the specific quarter are considered
6. **Will be OT – Will there be Overtime (yes, no).** Will there be overtime in this game.
7. **Point Race- First team to score x pts in game (Home, away)**
  - a) Including Overtime
  - b) Which team will score X points in the game first (for example: Current score is 20-19, then the home team reached 20 points first).
  - c) If a game ends before any team reaches X points, this market is considered cancelled.
  - d) Q1-Q4 – Only points scored in the specific quarter are considered
8. **Nth Point – Which team score the Nth PT in game (Away, Home)**
  - a) Including Overtime, which team will score the Nth point in the game (for example: Current score is 40-28, away team scores 3 points, meaning away team scored the 70th point.)
  - b) If a game ends before the Nth point is reached, this market is considered cancelled.
9. **Odd Even – Final combined score will be (odd, even)**
  - a) Game – Including Overtime
  - b) H1 – Only points scored during first half are considered
  - c) Q1-Q4 – Only points scored during specific quarter are considered

**VII. Boxing/MMA**

- A. **Date/Site Changes.** For confirmed fights if a contest is postponed and rescheduled to take place within 48 hours of the original start time, all bets on that contest will stand. If the contest does not take place within 48 hours, all bets will be void. If a rescheduled fight takes place in a country different from the original country, all bets will be void. If a fight is rescheduled and takes place in a different venue but in the same country, all bets stand.
- B. **Minimum Length of Play.** The bell (buzzer, etc.) sounding signifies the start of the opening round and the bout is considered official for betting purposes,

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regardless of the scheduled length, weight, classification, and/or championship sanction. For an individual round to be considered complete, the fighters must answer the bell beginning the next round, except for the final scheduled round in which case the final bell signifies the completion of the round and fight. If a fight has a change to the scheduled number of rounds all outright bets on the match will be action, however round by round bets will be refunded.

- C. Boxing and Mixed Martial Arts Rules.**
1. Results will be graded on the official result at ringside as communicated by the official announcer. Any subsequent change to the official outcome of the fight for any reason will not be recognized for wagering purposes. If the official announcer does not declare a result at the end of the fight, the market will be settled on the result displayed on the applicable organization official site.
  2. If a fight is stopped due to an injury, disqualification, or any other stoppage either by the referee or doctor, then this will be considered a Technical Knock Out (TKO).
  3. Any fight that is deemed 'No Contest' will have all wagers refunded.
- D. Fight Winner:** Betting on which fighter will win the match. If the wagering offer on a match includes the draw as a third option and the match ends in a draw, wagers on the draw will be paid, while wagers on both fighters will be lost. If the wagering offer includes only the two fighters, with the draw either not offered or offered as a separate proposition, and the match ends in a draw, wagers on either fighter will be refunded.
- E. Will Go/Won't Go Round X:** Wagering on whether or not the match reaches this distance.
- F. Total Rounds O/U:** The halfway point of a round is at exactly one minute and thirty seconds into a three-minute round, and exactly two minutes and thirty seconds into a five-minute round. For example, 9½ rounds would be one minute and thirty seconds of the 10th round. In case of a two-and-a-half-minute round, the halfway point is one minute and 15 seconds.
- G. Round Betting:** Wager on when the exact round will end. For total wagers that list a full number of rounds, the fighter must answer the bell for the following round for the round to be deemed complete. For example, on 8 full rounds the fighter must answer the bell for the 9th round for the over to be paid. If the fighter completes the 8<sup>th</sup> round but fails to answer the bell for the 9th round the under will be the winner. This applies to all rounds except the final scheduled round for which the final bell will signify the completion of the round. If a fight is stopped before the full number of rounds have been completed, or if a fighter is disqualified and a points decision awarded, bets will be settled in the round the fight was stopped.
- H. Method of Victory:** Wager on the exact outcome of the fight. KO includes a referee intervention during strikes, doctor stoppage, or stoppage from a fighter's corner. A submission includes a tap-out or verbal submission from one of the fighters, or referee stoppage due to technical submission. If either fighter is disqualified, then a no contest is declared and all bets are refunded.
- I. Scheduled Number of Rounds:** In fights where the scheduled number of rounds changes, all bets will stand unless the result would be automatically

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determined by the change in the number of rounds (in which case, such bets will be voided). For example, if a fight gets changed from a 12 to a 10 round fight, only bets on rounds 11 and 12 will be void.

- J. **Knockdown/Referee's counts:** For settlement purposes, a knockdown is defined as a fighter being KO'd or receiving a mandatory eight count (anything deemed a slip by the referee will not count). For individual round knockdowns, all bets will be void should the fight end before the round starts.
- K. **Gone In 60 Seconds:** The fight must be officially won by the boxer in question inside the first 60 seconds of Round 1.
- L. **Down But Not Out:** A boxer must be knocked down and given a mandatory eight count and subsequently win the fight.
- M. **Fight Outcomes:** No Contest - In the event of a 'no contest' being declared, all bets will be made void, with the exception of selections where the outcome has already been determined.
- N. **PFL Season Championship Winner:** Winning markets will be settled depending on which fighter wins the PFL Championship for the specified division after the conclusion of that season's playoffs. No refunds will be given to any wagers placed on fighters that withdraw from the season due to injuries, suspensions, or for any other reason. Results will be graded on the official result at ringside as communicated by the official announcer in each respective championship fight. Any subsequent change to the official outcome of the fight for any reason will not be recognized for wagering purposes. If the official announcer does not declare a result at the end of the fight, the market will be settled on the result displayed on the applicable organization official site.
- O. **Boxing and Mixed Martial Arts Card Props.** Boxing and Mixed Martial Arts Card Props only include the main card and undercard fights, early preliminaries will not be included. Wagers will stand on the number of bouts scheduled to be on the full card, which includes all main card and undercard fights. Wagers will stand so long as the exact number of bouts quoted in the market heading take place. If there are any withdrawals and subsequent replacements, wagers will stand. If a bout is cancelled without a replacement, changing the number of bouts taking place, then all wagers will be refunded.
  1. **"K.O." proposition wagers:** "K.O." includes knockout, technical knockout, disqualification, or any other stoppage unless otherwise posted or noted on printed media. For wagering purposes, a wager on a fighter to win by "KO" wins if the selected fighter wins by Knock Out (KO), Technical Knock Out (TKO), or Disqualification (DQ).
  2. **"Decision" proposition wagers:** "Decision" means fight must go to the judge's scorecard(s) to determine a winner; including technical decision.
  3. **"Draw" proposition wagers:** "Draw" means fight must go to the judge's scorecard(s) and be declared a draw; including technical draw.
  4. **Boxing and Mixed Martial Arts Pick the Bout Props:** For all "Pick the Round" propositions, if the length of the bout is changed from that posted all wagers are deemed "no action" and refunded.
  5. **Boxing and Mixed Martial Futures Props.** Wagering on which fighter will be a weight classes champion on a specific date will be determined using

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the governing body's official source. Interim champions do not count for settlement purposes. If the title is vacated on the designated date then all wagers will be refunded. All fighters will be deemed as action regardless if they competed in that weight division or not.

**VIII. Football** – The Oneida Casino Sportsbook will not offered any wagers on NFL games that fall within the following categories: (a) based on officiating or officials (e.g., penalties, replay results, officiating assignments); (b) pre-determined outcomes directly related to on-field competition (e.g. whether the first play of the game will be a run or a pass, roster/personnel decisions, but not, for clarity, prop bets unrelated to on-field competition (e.g., Gatorade color)); and (c) based on outcomes inherently 100% determinable by one person in one play (e.g. play to miss a field goal attempt (but not, for clarity, markets such as “Will Player X lose a fumble?”; “Will Quarterback throw an interception?”; “Will both kickers miss a field goal attempt?” (which are not 100% determinable by one person) or “Will Player X have more or less than Y passing/rushing/receiving yards” (which is not inherently determinable on one play), unless such markets under category (c) are intermittently offered solely in-play on a “next play” basis.

- A. **Date/Site Changes.** Football games and any games/events not specifically listed must be held within one week of the originally scheduled date and location to be considered action unless otherwise noted in the specific sports rules section or the inventory game page within the mobile application or web browser application.
- B. **Minimum Length of Play.** For wagering purposes, unless otherwise stipulated in individual Football sports wager rules, Pro and College Football results are official after 55 minutes of play. Oneida Sportsbook does not recognize suspended games (after they have met the minimum time or length requirement specified in the specific sports rules), protests, or overturned decisions for wagering purposes.
- C. **Pre-Game Football Wager Rules.** Football wagers are accepted in the following manner:
  1. **Point Spread:** A wager in which a bettor “takes” or “lays” a specified number of points. The team wagered must “cover” the point line for the wager to be deemed a winner. Overtime periods are counted in the final score.
  2. **Money Line:** A wager in which the bettor “takes” or “lays” a specified price. The team wagered must win the game for the wager to be deemed a winner. Overtime periods are counted in the final score.
  3. **Total Points:** A wager on whether the total number of points scored in a game is over or under a specified number. Overtime periods are counted in the final score.
  4. **First Half:** Wagers on the first half will be decided by the score at the end of the first half. If a game does not go the entire first half, all first half wagers will be refunded. Once the first half has been completed, all wagers on the first half will stand regardless of the length of the remainder of the game.
  5. **Second Half:** Wagers on the second half will be decided based on points scored in the second half. If the entire second half is not played to its completion; all Second Half wagers will be refunded. Overtime periods are

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counted in the Second Half score and considered official regardless of the length or suspension of the overtime period.

**6. Quarters:** Wagers on any specified quarter will be decided based on points scored in that specified quarter only. Specified quarters must be played to their completion or the wager will be refunded. Once a specified quarter is completed, that specified quarter wager will stand regardless of the length of the remainder of the game. Fourth quarter wagers do not include overtime periods unless otherwise stated.

**7. Team to score first:** Settled on the first score of the game. Bets stand even if game is not completed. Overtime counts.

**8. Team to score last:** Settled on the last team to score. Game must be completed. Overtime counts.

**9. Highest Scoring Quarter:** Bet on which quarter will produce the most points. Dead heat rules apply. Game must be completed for bets to stand.

**10. Race to x points:** Winner being the team who reaches the specified points tally first. Should neither team reach the total, and a 'Neither' option is not offered, then bets on that market will be refunded.

**11. Touchdown Scorers:**

**a)** These rules apply for First/Last/Anytime/Next/First Team Touchdown Scorer markets. In the event of an abandoned game, bets stand on scores that have taken place already, overtime counts for these markets. The touchdown scorer is the player who scores a touchdown by advancing the ball into the opponent's end zone (i.e. not the passing player). Bets are void on players that are not listed as active by the relevant American Football governing body.

**b)** In the event of a wagering tie, the straight wager is considered "no action" and wager is refunded if no tie option was offered. Parlays reduce to the next lowest number of teams.

**D. Football Prop Rules.** Various unique wagers may be offered from time to time, called proposition bets. When wagering proposition bets, unless stated otherwise, overtime does count for settlement of wagers.

**1. Football Game Props**

**a)** All time-based props will be settled as per the official scoring time listed on the official league source box scores. Scores exactly on the quoted time count as 'Yes' for settlement. For example, a score with exactly 02:00 on the clock will be settled as 'Yes' on the 'Will there be a score in the final 2 minutes?' prop bet.

**b)** Any turnover proposition does not include a 'Turnover on Downs' and only includes Fumbles and Interceptions.

**c)** All penalty props are based upon accepted penalties only. Declined or off-setting penalties are not included for settlement purposes.

**d)** Coach challenge props only include a challenge initiated by the coach throwing a red flag. Prop does not include booth reviews.

**e)** 4th Down Conversion props do not include 1st downs awarded by penalty.



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- f) Sacks props are settled as per the official league source. Includes 0.5 sacks awarded, however for props such as 'Player to record a sack in the game', the player must record at least one total sack (1.0) for 'Yes' to be settled the winner.
2. **Football Player Props.** For all player props the players must be listed as active by the official league source for bets to have action. Bets will be refunded on wagers where one or both players are listed as inactive. An exception to this rule is for Quarterback prop markets as these require that the players in question must be starters for bets to have action. Passing yardage props are settled as per gross passing yards.
- E. **NFL Draft.**
1. All markets will be settled in accordance with official information available on nfl.com.
  2. Markets relating to a player's position will be settled in accordance with official information available on nfl.com. In instances where nfl.com uses different terminology for a position then in the positional markets offered (i.e. nfl.com refers to a player as an EDGE instead of a Linebacker), Oneida Sportsbook will use reasonable discretion to settle the market based upon information gathered from other reliable sources. Oneida Sportsbook will not take into consideration post-draft positional changes.
  3. Wagers on Over/Under draft position are settled based on when a team selects that player. Should a player go undrafted, Over/Under markets will be settled by assigning the next number after the last player drafted.
  4. Round in which player is drafted wagers will be void should a player go undrafted, unless 'undrafted' is an option offered in the betting market.
  5. Wagers on any players who subsequently withdraw their eligibility for that year's draft will stand. Should a player who is not listed in any market be the winning selection, all bets on that market stand. All markets involving listed players are offered with others available on request.
  6. Wagers on which team will draft a player are settled on the team who officially draft that player as listed on nfl.com. Any previous or subsequent trades will not be taken into consideration for settlement.
  7. Irrelevant is the term associated with the last player drafted in the final round.
- F. **Football Futures.** Football season long futures are unique wagers which will be offered from time-to- time. For all season-long match bets and division betting, all bets stand regardless of team re-location, or a change to a team name, season length or playoff format. Unless stated otherwise, team(s) must play in all of their scheduled regular season games for bets to have action. For awards, the official decision made by the governing body on the day the award winner is announced will be final. Any subsequent changes at a later date will not count for betting purposes.
- G. **Football Futures List**
1. **Pro Football Championship Odds.** Wager on which team will win the season-long championship.

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2. **Division of Winning Team.** Wager on which division the winner originates from.
3. **Conference of Winning Team.** Wager on which conference the winner originates from.
4. **State of Winning Team.** Wager on which state the winner originates from.
5. **Name the Finalists.** Which two teams will meet in the Championship Game. Should no game take place, all bets are refunded.
6. **Exact Outcome.** Which team will win, and who will they beat in the championship game. Should no game take place, all bets are refunded.
7. **#1 Seed.** Team to be the #1 seed at the end of the regular season. Team must play all regular season games for the wager to have action.
8. **Football Division and Conference Futures.**
  - a) Division Winner markets will be settled on who finishes top of the relevant division after the conclusion of the Regular Season. If two or more teams have the same regular season win record then ties will be broken using the governing organization's official rules to determine outright winner. Conference Winner will be settled on team's performance in the playoffs.
  - b) Regular season records do not count. If there is a change to the post season structure whereby a Conference Championship is not possible, or called early, Conference Winner will be settled on the team that advances to the Pro Football Championship from that Conference.
9. **Pro Football Conference Odds.** Wager on which team will win the conference.
10. **Pro Football Divisional Odds.** Wager on which team will win the division.
11. **Pro Football Division Finishing Position.** Wager on the exact position a named team will finish within their division. Team must play all regular season games for the wager to have action.
12. **Football Player Futures.** For all player vs. player match bets, both players must be active in Week 1 for bets to have action.
13. **Player Season Specials.** Bet on season performances for named individual players – Total Passing Yards, Rushing Yards, Receiving Yards, Tackles, Sacks, Interceptions, Catches, Passer Rating etc. Player must be active Week 1 of the regular season for bets on their individual performances to stand, else bets are refunded. Wagers are available on who will achieve the most for each stat listed above. Players are not required to be active Week 1 for these.
14. **Pro Football Awards.** Wager on which player will win the named Award – AP MVP, Offensive Rookie of the Year, Defensive Rookie of the Year, Offensive Player of the Year, Defensive Player of the Year, Comeback Player of the Year, Coach of the Year.
15. **Pro Football Regular Season Wins.** Wager on the number of regular season wins made by a team. Team must play all regular season games for the wager to have action.

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16. **Head to Head Regular Season Team Wins.** Wager on the number of regular seasons wins made by one team vs. another team. Team must play all regular season games for the wager to have action.
17. **Team Season Specials.** Wager on team specific specials – total yards gained, total TDs scored, exact total wins, record after x games etc. Team must play all regular season games for the wager to have action.
18. **College Football Championship.** Wager on which team will win the championship.
19. **College Football Conference.** Wager on which team will win the Conference.
20. **College Football Division.** Wager on which team will win the Division.
21. **College Football Heisman Winner.** Wager on which team will win the Heisman Trophy.
22. **College Football Regular Season Wins.** Wager on the number of regular season wins made by a team. Team must play all regular season games for the wager to have action.

**H. Live Football Rules.**

1. In case of any delay (rain, darkness...), all markets remain unsettled and the trading will be continued as soon as the match continues.
2. Markets do not consider overtime unless otherwise stated.
3. In case of abandoned or postponed matches, all markets are considered cancelled unless the match continues in the same NFL weekly schedule (Thursday-Wednesday local stadium time).
4. **Points Spread- Winner with Handicap in .5 increments (Away, Home)**
  - a) Game – Includes overtime
  - b) Reg – Only points during regular time are considered
  - c) 1st Half – Only points scored during first quarter and second quarter are considered
  - d) Q1-Q4 – Only points scored in the specific quarter are considered
5. **Total – Game Total (Over, Under)**
  - a) Game – Total points scored by both teams, includes overtime
  - b) Reg – Only points during regular time are considered
  - c) 1st Half – Only points scored during first quarter and second quarter are considered
  - d) Q1-Q4 – Only points scored in the specific quarter are considered
6. **Money Line- Winner (Away, Home)**
  - a) Game – Includes overtime
  - b) Reg – Only points during regular time are considered
  - c) 1st Half – Only points scored in the first half will be considered
  - d) Q1-Q4 – Only points scored in the specific quarter are considered
7. **Three Way- Outcome (Away, Home, Draw)**
  - a) Reg – Which team will win the game, no overtime
  - b) 1st Half – Which team wins the first half
8. **Will be OT – Will there be overtime (Yes, No).** Will there be overtime in this game

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**9. Win Margin- Predefined Range of Points team wins by (XXXXXX).**

Game – Includes overtime

**10. Point Rave- First Team to Score X PTS in Game (Away, Home)**

a) Including Overtime

b) Which team will score X points in the game first (for example: Current score is 20-19, then the home team reached 20 points first).

c) If a game ends before any team reaches X points, this market is considered cancelled

**11. Next to Score – Which Team will Score Next? (Home, Away, Neither)**

a) Game – Including overtime

b) 1st Half – Only points scored in first half will be considered

**12. Next Score Kind– How will next point be scored (TD, FG, Safety, None).** Game – includes overtime**13. Odd Even- Final Combined Score will be (Odd, Even)**

a) Game – Including Overtime

b) 1st Half – Only points scored during first half are considered

**IX. Golf**

- A. Date/Site Changes.** In the event of a tournament being postponed, rearranged or moved to a different course, all bets will stand.
- B. Minimum Length of Play.** In the event of a tournament being shortened or otherwise affected due to weather conditions, all bets other than those placed after the last completed round will stand provided at least 36 holes or all originally scheduled holes have been played and a trophy has been awarded. Those placed after the last completed round will be refunded. This does not apply when a tournament is played over more than one course and in this instance all players must have played the same rotation, otherwise all bets will be refunded.
- C. Golf Wagers.** All winning bets will be settled at the prices shown at the time the bet was accepted. Bets will be settled at the place terms on offer when the bet was placed.
- D. Hole Winner Markets:** Winning bets must predict which of the quoted players will win the hole. In 3-way player markets, dead heat rules apply. In 2-way player markets, the tie will also be offered, and this will win if they both score the same score on the hole. If a player withdraws on a hole, the other player(s) will be deemed the winner regardless of their score on the hole but provided they complete the hole.
- E. Make/Miss the cut:** Bets will be refunded for any player who does not start the tournament. If a player withdraws at any stage after starting the tournament, bets will be settled as losers.
- F. Match play:** Winning bets must predict the winner of a match play match. In team events, final day singles will be settled on the official result. In a match play tournament, the winner will be the player progressing to the next round or becoming the tournament winner.
- G. Match play Winning Margin:** Winning bets must predict the winning margin in the relevant match play event. The official result counts for settlement purposes.

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- H. Mythical 2/3 Balls:** The winner will be the player who shoots the lowest score in the specified round. If all players do not start the round, bets will be refunded. If a player withdraws or is disqualified during the specified round, the other player will be deemed the winner. If all players withdraw or are disqualified during the specified round then bets will be refunded.
- I. Player Hole Scores:** Winning bets must predict the number of shots it takes for a player to complete a specified hole. Prices are for a player to achieve a certain score such as Birdie, Bogey, Albatross, Eagle etc. on a particular hole, e.g. First Hole bets will be settled on the score of the first hole of the course (flag number 1). For example, if Tiger Woods teed off on Hole 10 to start his round the bet would not be settled on Tiger Woods first hole played it would be when Tiger Woods finishes playing the first hole on the course (flag number 1). If a player fails to complete a hole for whatever reason, bets will stand provided that the hole is completed on a subsequent day. If there is no opportunity to complete the hole, all bets will be refunded. If a player withdraws whilst playing the specified hole, all bets will be refunded.
- J. Round Leader Markets:** Bets will be settled after the specific round has been completed. Dead heat rules apply.
- K. Tournament Prices:** Winning bets must predict the winner of the tournament. If a playoff is required to determine the tournament winner, the winner of the playoff will be deemed the tournament winner. In the event of a shared win, the operator reserves the right to settle as they see fit based on all available evidence. Dead heat rules apply for all placings in a tournament.
- L. Tournament Group Betting:** Winning bets must select the player who achieves the highest tournament placing from a selected group. In the event of any player in the group not teeing off, bets will be refunded. Players missing the cut will be eliminated unless all of the players in the group miss the cut. If this occurs the lowest score at that stage will determine the winner. Dead heat rules apply if two or more players are tied at the end of the tournament, unless the result is determined by a playoff in which case the playoff winner is considered the group winner.
- M. Tournament Match Bets:** Winning bets must select the player with the lowest score at the end of the tournament, provided that 36 holes have been played in a 72-hole tournament. If both players finish on the same score, 'Tie' is the winner, regardless of whether the two players involved subsequently contest a playoff. Both players in a match bet must tee off for bets to stand. In a tournament played on a combination of courses, all bets will be refunded if the players do not complete the same itinerary of courses. If one player misses the cut, the other player will be deemed to be the winner. Where both miss the cut, the player with the lowest score after the cut has been made is deemed the winner. If one player is disqualified or withdraws before the cut is made or after both players have made the cut, the other player will be deemed the winner (even if the other player does not make the cut). If a player is disqualified or withdraws in the rounds after the cut, when his/her opponent has already missed the cut, the disqualified player will be deemed the winner. If both players withdraw or

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are disqualified before the cut, all bets are refunded. The same applies if this happens to them both after they have made the cut.

- N. **To hit the fairway:** This market is settled on the finishing position of the golf ball after the tee shot. Official sources will be used for settlement. If no official result can be determined via these sources or TV pictures, bets will be refunded.
  - O. **To Finish Last:** Winning bets will predict who will finish last in the tournament. Any bets placed on players who withdraw before all scheduled holes are completed will be settled as losing bets. If there is a tie for last place, dead heat rules will apply.
  - P. **Top 5/10/20:** Bets will be refunded on any player that does not start a tournament. If a player starts and then withdraws for any reason, bets will be losers.
  - Q. **Top Nationality Markets:** Only the players listed within these markets count. Bets on non-runners will be refunded.
  - R. **Yearly Order of Merit/Official Money List Winner:** Winning bets must predict the winner of the Order of Merit/Official Money List at the end of the season. Settlement is determined following the last counting tournament and will not be affected by any subsequent enquiries or alterations.
  - S. **18-Hole/36-Hole Match Bets:** Winning bets must predict the player with the lowest score over 18/36 holes. If both players finish on the same score, 'Tie' will be the winner, regardless of whether the two players involved subsequently contest a playoff. Both players in a match bet must tee-off for bets to stand.
  - T. **2-Ball/3-Ball Betting:** Winning bets must select the player with the lowest score over the specified number of holes. In the event of any player not teeing off, all bets will be refunded. Once a player has teed off, all bets will stand regardless of whether they subsequently withdraw or are disqualified from the tournament. If a price is offered for the 'Tie' in 2-ball betting, a tied score will result in 'Tie' being declared the winner. If a price is not offered for the 'Tie', all bets will be refunded. Bets will normally be offered based on player pairings or groups in the tournament. In the event of a 2 or 3 ball being rearranged, bets will be settled on the original pairings. Dead Heat rules apply to all 3-ball betting.
  - U. **Bogey Free Round.** Bets will be losers if the player scores a bogey or worse on any hole.
  - V. **Golf Futures.** Oneida Sportsbook will void and refund any future wager on a specific player if that player withdraws before the start of the event. Once a player tees off on the first hole all future wagers on that specific player will stand.
- X. **Hockey**
- A. **Date/Site Changes.** Regular season Hockey games must be played on the scheduled date/location (location is a geographical area or city, but not restricted to a specific arena or venue) to be considered action unless otherwise noted in the specific sports rules section or the inventory game page within the mobile application or web browser application.



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- B. Minimum Length of Play.** For wagering purposes, unless otherwise stipulated in individual Hockey sports wager rules, results are official after 55 minutes of play for US Pro Hockey and 60 minutes of play for non-US Hockey.
- C. Pre-Game Hockey Wager Rules.** Hockey wagers are accepted in the following manner:
- 1. Puck Line:** A wager in which a bettor “takes” or “lays” a specified number of goals. The team wagered must “cover” the goal line for the wager to be deemed a winner. Unless otherwise specified as “Regular Time” on the individual market, overtime periods are counted in the final score. In the event of a shootout, the winner of the shootout will have one (1) goal added to its score and one goal will be added to the game total, regardless of the number of shootout goals scored
  - 2. Money Line:** A wager in which the bettor “takes” or “lays” a specified price. The team wagered must only win the game for the wager to be deemed a winner. Unless otherwise specified as “Regular Time” on the individual market, overtime periods are counted in the final score. In the event of a shootout, the winner of the shootout will have one (1) goal added to its score and one goal will be added to the game total, regardless of the number of shootout goals scored.
  - 3. Total Goals:** A wager on whether the total number of goals scored in a game is over or under a specified number. Unless otherwise specified as “Regular Time” on the individual market, overtime periods are counted in the final score. In the event of a shootout, the winner of the shootout will have one (1) goal added to its score and one goal will be added to the game total, regardless of the number of shootout goals scored.
  - 4. Periods:** Wagers on any specified period will be decided on goals scored during the specified period only. This wager may be a point spread and/or a money line. All specified periods must be played to their completion or the wager will be refunded. Once a specified period is completed, that specified period wager will stand regardless of the length of the remainder of the game. Third Period wagers do not include overtime periods.
  - 5. Team to score first:** Settled on the first score of the game. Bets stand even if game is not completed. Overtime counts.
  - 6. Team to score last:** Settled on the last team to score. Game must be completed. Overtime counts.
  - 7. Highest Scoring Period:** Bet on which period will produce the most goals. Dead heat rules apply. Game must be completed for bets to stand.
  - 8. Race to x goals:** Winner being the team who reaches the specified goals tally first. Should neither team reach the total, and a ‘Neither’ option is not offered, then bets on that market will be refunded.
  - 9. Hockey Props.** Various unique wagers may be offered from time to time, called proposition bets. When wagering proposition bets, unless stated otherwise, overtime does count for settlement of wagers.
  - 10. Hockey Player Props.** Players do not have to start for action but must play for action. If a player does not take any part in a game, then wagers on that

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player proposition will be refunded. Player prop wagers do include overtime, but not shootouts unless otherwise specified.

**11. Hockey Futures.** Hockey season long futures are unique wagers which will be offered from time-to-time. For all season long match wagers and division betting, all wagers stand regardless of team relocation, or a change to team name, season length or playoff format. Unless stated otherwise in the market, team(s) must play in all of their scheduled regular season games as determined by the league's governing body at the start of the season for wagers to have action. If team(s) do not compete in all scheduled games then wagers will be refunded, except for those wagers which have been unconditionally determined. For awards, the official decision made by the governing body on the day the award winner is announced will be final. Any subsequent changes at a later date will not count for betting purposes.

- a) **Division of Winning Team.** Wager on which division the winner originates from.
- b) **Conference of Winning Team.** Wager on which conference the winner originates from.
- c) **State of Winning Team.** Wager on which state the winner originates from.
- d) **Country of Winning Team.** Wager on which country the winner originates from.
- e) **Name the Finalists.** Which two teams will meet in the Championship Series. Should no series take place, all bets are refunded.
- f) **Exact Outcome.** Which team will win, and who will they beat in the named series. Should no series take place, all bets are refunded.
- g) **#1 Seed.** Team to be the #1 seed at the end of the regular season.
- h) **Double Chance.** Wager on whether either of the two named teams will be declared the winner for the named market.
- i) **Hockey Division and Conference Futures.** Division Winner markets will be settled on who finishes top of the relevant division after the conclusion of the Regular Season. If two or more teams have the same Regular Season win record, then ties will be broken using the governing body's official rules to determine an outright winner.
- j) **NHL Division Finishing Position.**
  - (1) Wager on the exact position a named team will finish within their division.
  - (2) Conference Winner markets will be settled on team's performance in the playoffs. Regular season records do not count. If there is any change to the post season structure whereby a Conference Finals Series is not possible, or called early, Conference Winner will be settled on the team that advances to the NHL Finals from that Conference.
  - (3) For Playoff Series Winner, the team that advances to the next round is deemed the winner.
  - (4) Wagers for all other markets are refunded if the required minimum number of games (according to the respective

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governing organizations) are not completed, or the number of games changes.

**12. Hockey Grand Salami Prop.** The Ice Hockey Grand Salami will be decided by adding up all the scores for the games scheduled for that particular day using official league sources. All games must be completed for action. Goals scored in overtime are included.

**D. Live Hockey Rules,**

1. All markets (except period, overtime and penalty shootout markets) are considered for regular time only, unless it is mentioned in the market.
2. If a match is interrupted and continued within 48 hours after initial start, all open bets will be settled with the final result. Otherwise all undecided bets are considered cancelled.
3. If a match is interrupted or postponed and is not continued within 48 hours after initial start date, betting will be cancelled.

**E. Money Line- Winner (Away, Home)**

1. Game – Includes overtime
2. Reg – Regulation only; If match ends in a draw after regulation, all bets are considered cancelled
3. P1-P3 – Only Goals scored in the specific period are considered
4. Pen – Which team will win penalty shootout; Only goals during penalty shootout are considered

**F. Total- Total Goals scored by Both Teams (Under, Over)**

1. Game – Includes overtime
2. Reg – Only goals scored in regulation are considered
3. P1-P3 – Only goals scored in the specific period are considered

**G. Points Spread- Winner with Handicap in .5 Increments (Away, Home)**

1. Game – Includes overtime
2. Reg – Only goals during regular time are considered
3. P1-P3 – Only goals scored in the specific period are considered

**H. Three Way – Outcome (Away, Home, Draw)**

1. Reg – Which team will win the game, no overtime
2. P1-P3 – Which team wins the specific period

**I. Win Rest – New Game (Away, Home, Tied)**

1. Reg – Which team will score more goals in the remaining time; Not including overtime
2. P1 – Which team will score more goals in the remaining time of the first period
3. P2 – Which team will score more goals in the remaining time of the second period
4. OT – Which team will score more goals in the remaining overtime

**J. Match and Total- Match and Total (Team and Total Parlay)**

Reg – No overtime

**K. Next Goal- Next Goal Scored (Away, Home, No Goal Scored)**

1. Game – Which team scores next goal in entire game
2. Reg – Which team scores next goal; Regulation Only
3. P1-P3 – Only goals scored in specific period are considered

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4. OT – Only goals scored in overtime are considered
  5. Pen – Only goals scored in the penalty shootout are considered
  - L. **Away Total- Total Goals Scored by Away Team (Over, Under)**
    1. Game – Includes overtime
    2. Reg – Only goals scored in regulation are considered
    3. P1-P3 – Only goals scored in the specific period are considered
  - M. **Home Total- Total Goals Scored by Home Team (Over, Under)**
    1. Game – Includes overtime
    2. Reg – Only goals scored in regulation are considered
    3. P1-P3 – Only goals scored in the specific period are considered
  - N. **Away Goals- Exact Number of Goals Scored by Away Team (0,1,2,3+)**
    1. Game – Includes overtime
    2. Reg – Only goals scored in regulation are considered
    3. P1-P3 – Only goals scored in the specific period are considered
  - O. **Home Goals- Exact number of Goals Scored by Home Team (0, 1, 2, 3+)**
    1. Game – Includes overtime
    2. Reg – Only goals scored in regulation are considered
    3. P1-P3 – Only goals scored in the specific period are considered
  - P. **Exact Goals- Exact Number of Goals Scored by Both Teams (0-1, 2, 3... 9+)**
    1. Game – Includes overtime
    2. Reg – Only goals scored in regulation are considered
    3. P1-P3 – Only goals scored in the specific period are considered
- XI. Soccer**
- A. **Date/Site Changes.**
    1. Soccer games must be played on the scheduled date and location (location is a geographical area or city, but not restricted to a specific arena or venue) to be considered action unless otherwise noted in the specific sports rules section or the inventory game page within the mobile application or web browser application. A club team playing a European competition is classed as playing at Home if the event is moved from the club's usual ground to a ground within their national boundaries, e.g. when Tottenham Hotspur played their Champions League home games at Wembley Stadium.
    2. Oneida Sportsbook will always try to identify matches played at a neutral venue. For matches played at a neutral venue (whether indicated or not), bets will stand regardless of which team is listed as the home team. If an official fixture lists different team details to our scheduled match, then bets will be void, e.g. Reserves/U21s/Development team. This does not apply to instances where Oneida Sportsbook lists a scheduled match without the term 'XI' in the team name or Club Friendlies where all bets stand regardless of the players used to complete regular play, whereby prices are subject to fluctuation. If there is a change of venue, all bets will be deemed void.
    3. Specific extra time bets will stand regardless. This is defined as any scheduled period of play, normally two halves of 15 minutes, between the end of regular play and the end of the game. Hence, if any other time period is played these bets will be settled accordingly regardless of the periods played (e.g. 2 halves of 10 minutes).

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**B. Minimum Length of Play**

1. For wagering purposes, unless otherwise stipulated in individual Soccer sports wager rules, results are official after 90 minutes of play plus injury time.

2. Abandoned matches: Any scheduled match abandoned before the completion of regular play will be refunded, except for all bets where the outcome has already been determined at the time of abandonment. If a match commences but for whatever reason, including any suspension of play, does not conclude on the same day (local time), all bets on that match will be deemed void except where settlement has already been determined. For example, where the first goal has been scored by a named player, the First Goalscorer and Time of First Goal markets, amongst others, will stand. Where the match is concluded on the same day that it commenced (local time), all bets will stand, regardless of any suspension of play.

3. Suspended matches: Bets on any scheduled match suspended before the completion of regular play will be refunded if the match is not restarted on the same day (local time) and played to completion, even if the governing body declares the result of the shortened match to stand for competition purposes. Bets on which the outcome has already been determined at the time of suspension will stand. For example, where the first goal has been scored by a named player, the First Goalscorer and Time of First Goal markets, amongst others, will stand. Where the match is concluded on the same day that it commenced (local time), all bets will stand, regardless of any suspension of play.

Example:

Real Madrid v Barcelona is 1-0 and is suspended due to a crowd disturbance after 47 minutes. Match does not continue on same day but is played to a conclusion (48-90) a week later. Any bets already determined are settled eg First Goalscorer, Half-Time, First Goal etc. All other bets are refunded.

Real Madrid v Barcelona is 1-0 and is suspended due to a crowd disturbance after 47 minutes. Match continues 2 hours later on same day and is played to a conclusion (48-90). All bets are settled as normal.

4. Postponed matches: For any cancelled or postponed match, any bets struck prior to the scheduled kick-off will be refunded. All bets stand on any match that is delayed prior to the scheduled kick-off time and takes place on the same day. Matches played in a tournament finals, e.g. World Cup Finals, European Championship Finals, or Copa America Finals (but not qualifiers for these finals) will not be void if postponed and will stand for the new date they are played.

**C. Pre-Game Soccer Wager Rules**

1. **90-Minute:** Wager is on the outcome of a soccer match, determined on the score at the end of 90 minutes of play PLUS any time the referee adds to compensate for injuries and other stoppages. 90-Minute wagers do not include periods of extra time or penalty shootouts. If a match takes place but is not completed as advertised (e.g. it is not a 90-minute match or is split into three periods, rather than two), all bets in the match will be refunded. If any team starts a match with less than 11 players, all bets on that match will be refunded. If a

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match is postponed or cancelled, any bets placed prior to the scheduled start of the match will be refunded.

2. **To Advance/To Lift the Trophy:** Wager on a team in a soccer match to advance to the next level or round of competition. Wagers will be decided on the score at the referee's final whistle at the match's natural conclusion, whether the match is decided in regular time, extra time or in a penalty shootout.
3. **Three Way:** A wager in which there are three (3) possible outcomes in a soccer match. If the wagering offer on a match includes the draw as a third option and the match ends in a draw, wagers on the draw will be paid, while wagers on both teams will lose. Three Way wagers will be decided on the score after 90 minutes of play and any time the referee adds to compensate for injuries and other stoppages.
4. **First/Last Goalscorer:** A wager on which player will score first/last in a soccer match. Wagers are refunded on player who does not take part in the match or who comes on as a substitute after the first goal has been scored. Own goals do not count for first goalscorer bets and are ignored for settlement purposes. For Last Goalscorer wagers and wagers for a player to score 2 and 3 or more goals, all players taking part at any point of the match are deemed to have played for the purposes of Last Goalscorer bets, irrespective of whether they were on the field at the time the last goal was scored.
5. **Double Result:** A wager on the result at half-time and full-time (i.e. at the end of 45 minutes plus injury time and 90 minutes plus injury time). Wagers will be refunded if the match is abandoned prior to the completion of 90 minutes play plus injury time.
6. **Spread and Total:** Bets settled on outcome of the period the markets relate to. If the outcome is exactly equal to the betting line, then bets will be refunded.
7. **Total Goals Odd/Even:** Resulted on the score at the end of regulation. No goals counts as even in this market.
8. **Penalty Shootout Winner:** Wager on the outcome of the Penalty Shootout. Should a shootout not take place, then bets will be refunded.
9. **Correct Score:** Wager on the final score. The match must be completed or else bets will be refunded.
10. **Double Chance:** Wager on whether either of the two named teams will be declared the winner for the named market.
11. **Team to score first:** Settled on the first score of the game. Bets stand even if game is not completed. Any periods of extra time do not count.
12. **Team to score last:** Settled on the last team to score. Game must be completed.
13. **Highest Scoring Half:** Bet on which half will produce the most goals. Dead heat rules apply if tie is not an option. Game must be completed for bets to stand.
14. **Race to x goals:** Winner being the team who reaches the specified goals tally first. Should neither team reach the total, and a 'Neither' option is not offered, then bets on that market will be refunded.



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**15. Top Goalscorer/Top Team Goalscorer:** A wager on the player to be the top goalscorer in a tournament, league or cup. All wagers are action in a tournament provided the player is named in the playing squad and has the opportunity to play in the named tournament. If more than one player finishes on the same number of goals, then dead heat rules will apply. Goals scored in penalty shoot-outs do not count. Wagers placed on a player to be top Goalscorer in a given league are based on regular season games only and do not include play-offs.

**16. Time of First Goal:** Wagers on the time of the first goal in a match. The 1st minute of the game is considered to be from the 1st second to the 59th second. The 2nd minute is from 1 minute to 1 minute 59 seconds. If a goal is scored in injury time of first half, the winning selection will be the 41-50 min bracket. If the goal is scored in injury time of the second half, the winning selection will be the 81-90 minute bracket.

**17. Team to Qualify for Next Round:** If a game offered within a specific round of a competition is postponed, 'Team To Qualify' bets still stand, irrespective of the length of the delay. If a team qualifies for the next round but no match is played (opposition withdraws/is disqualified), all bets on the To Qualify market will be void. When a price is quoted for a team to qualify for the next round of a given tournament over two legs, bets placed on that market will be settled immediately on completion of the second match based upon the events that occur during both matches. This will include normal time, injury/stoppage time added on by the match official at the end of normal time, extra time, away goals if applicable, and penalty shoot-outs; should the tie progress as such. Matches where one leg of the tie is no longer played at the venue advertised, bets will stand as long as the venue remains in the same country and is not switched to the opponent's ground/another country. Should this occur, all bets will be void. Matches originally set to be played in a Neutral country will stand if moved to another country. If a tie is reduced from 2 legs to 1 leg, then all Team to Qualify bets will be deemed void.

**18. Bookings and Cards:**

a) All Cards/Bookings wagers are based on cards shown during regular play only. The following cards will not apply for betting purposes: cards that take place in extra time; cards cancelled by the referee during the match; cards shown to non-active players; cards shown before the kick-off or after the final whistle; and cards shown between the final whistle of regular time and the start of extra time. Cards shown during the half-time interval count towards second-half and full-time markets. For all markets relating to booking points, the following rules apply: a yellow card is 10 points; a red card is 25 points; however, a second yellow card is ignored such that a maximum of 35 points can be awarded per player. For all markets relating to cards, the following rules apply: a yellow card counts as 1; a red card counts as 2; however, a second yellow card is ignored such that a maximum of 3 cards can be awarded per player for betting purposes.

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- b) Tournament Cards/Bookings bets are settled on total number of bookings that occur within a specified tournament. The result from the official tournament website will be used for settlement.
- D. **Soccer Futures.** Soccer season long futures are unique wagers that will be offered from time-to- time.
- E. **Soccer Division Winner Futures.** For Divisional/League winner markets, wagers are settled on the final League positions at the end of the scheduled season, irrespective of what happens in any Divisional play-offs, with wagers on “Who Will Win a League” being settled on the team who lifts the trophy. Wagers will stand on any team that does not complete all its games. Season match wagers are settled on which of two teams will place highest in the league at the end of the season. If teams finish level on points, then the tie breaker used by the league (e.g. goal difference or head-to-head records) will decide the winner.
- F. **Soccer Top Goalscorer Futures.** Wagers placed on a player to be the Top Goalscorer in a given league are based on regular season games only. Any goals scored in subsequent play-off games do not count for betting purposes. Once a player is named in the squad and has the opportunity to play in the league that season, wagers will stand. Wagers placed on a player to be the top scorer in a given Tournament, or to be Top Team Goalscorer in a given tournament, will stand as long as the player is named in the squad and has the opportunity to play in the named tournament. If more than one player finishes on the same number of goals, then dead-heat rules apply (any tournament top scorer award, for example "Golden Boot" is ignored for settlement purposes). Goals scored in Extra-Time will count, but goals scored within Penalty Shootouts will not count.
- G. **Live Soccer Rules.**
1. All markets (except halftime, first half markets, overtime and penalty shootout) are considered for regular time only.
  2. If a match is interrupted and continued within 48 hours after initial kick-off, all open bets will be settled with the final result. Otherwise, all undecided bets are considered cancelled.
  3. Regular 90 minutes: markets are based on the result at the end of a scheduled 90 minutes play unless otherwise stated. This includes any added injury or stoppage time but does not include extra-time, time allocated for a penalty shootout or golden goal.
  4. Corner kicks awarded but not taken are not considered.
  5. **Three Way- Outcome (Away, Home, Draw)**
    - a) Reg – Which team will win the match; Regulation only
    - b) H1 – Which team will win the first half
    - c) H2 – Which team will win the second half; Regulation only
    - d) OT – Which team will win the overtime; Does not include penalty shootout
  6. **Money Line-Winner (Away, Home)**
    - a) Reg – Regulation only; If match ends in a draw after regulation, all bets are considered cancelled
    - b) Pen – Which team will win penalty shootout; Only goals during penalty shootout are considered

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7. **Advance Next Round – Which Team Advances to Next Round (Away, Home).** Game – Includes overtime and penalty shootout if applicable.
8. **Win Rest- New Game (Away, Home, Draw)**
  - a) Reg – Which team will score more goals in the remaining time; Not including overtime
  - b) H1 – Which team will score more goals in the remaining time of the first half
  - c) OT – Which team will score more goals in the remaining overtime period.
9. **Next Goal- Which Team Scores Next Goal (Away, Home, No Goal Scored)**
  - a) Reg – Regulation Only
  - b) H1 – Only goals scored in first half are considered
  - c) OT – Only goals scored in overtime are considered
  - d) Pen – Only goals scored in the penalty shootout are considered
10. **Next Goal When- When will Next Goal be Scored (Time Intervals).** Reg – Settled on the time when the goal is scored; 15:01 counts as 16-30; 31-45 and 76-90 include any injury time; The time which is displayed on TV is considered, if not available the time when the ball crosses the goal line is considered and will be settled based on the time clock shown on TV.
11. **Asian Handicap- Winner with Handicap in .25 Increments (Away, Home)**
  - a) Quarter handicaps split the bet between the two closest half intervals. For example, a \$1000 bet on a handicap of +.75 is the same as \$500 on +.5 and \$500 on +1. The bet is automatically split between the two. The player can win, tie, or lose, each half.
  - b) Reg – Only goals during regulation time are considered
  - c) H1 - Only goals during the first half are considered
12. **Total- Total Goals Scored by both Teams in .5 Increments (Over, Under)**
  - a) Reg – Only goals during regulation time are considered
  - b) H1 – Only goals during the first half are considered
  - c) H2 – Only goals during the second half are considered
  - d) OT – Only goals during overtime are considered
13. **Asian Total- Total Goals by both Teams in .25 Increments**
  - a) Quarter handicaps split the bet between the two closest half intervals. For example, a \$1000 bet on a handicap of +1.75 is the same as \$500 on +1.5 and \$500 on +2. The bet is automatically split between the two. The player can win, tie, or lose, each half.
  - b) Reg – Only goals during regulation time are considered
  - c) H1 – Only goals during the first half are considered
14. **Away Total- Total Goals Scored by Away Team (Over, Under).** Reg – Total goals scored by away team in the game
15. **Home Total- Total Goals Scored by Home Team (Over, Under).** Reg – Total goals scored by home team in the game

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16. **Match and Total- Match and Total (Team and Total Parlay).** Reg – No overtime
17. **Correct Score- Exact Final Score (Away Team Winning Score, Home Team Winning Score).** Reg – No Overtime
18. **Exact Goals- Exact Number of Goals Scored by Both Teams (0-1, 2, 3, 4, 5, 6+)**  
 a) Reg – Only goals scored in regulation are considered  
 b) H1 – Only goals scored in the first half are considered
19. **Away Goals- Exact Number of Goals Scored by Away Team (0, 1, 2, 3+)**  
 a) Reg – Only goals scored in regulation are considered  
 b) H1 – Only goals scored in the first half are considered
20. **Home Goals- Exact Number of Goals Scored by Home Team (0, 1, 2, 3+)**  
 a) Reg – Only goals scored in regulation are considered  
 b) H1 – Only goals scored in the first half are considered
21. **How Decided- How Will the Game be Decided (Away, Home in Reg/OT/PKS).** Game – Either team can win in regulation, in overtime, or in a penalty shootout
22. **Both Score- Will both Teams Score (Yes, No).** Reg – Regulation only
23. **Odd Even- Final Combine Score will be (Odd, Even).** Reg – Regulation only
24. **Corner Bet- Most Corners (Away, Home)**  
 a) Reg – Regulation only  
 b) H1 – Only corner kicks in first half will be considered
25. **Corner Handicap- Head to Head Handicap in .5 Increments (Away, Home)**  
 a) Reg – Regulation only  
 b) H1 – Only corner kicks in first half will be considered
26. **Total Corners- Combined Corner Kicks in .5 Increments (Away, Home)**  
 a) Reg – Regulation only  
 b) H1 – Only corner kicks in first half will be considered
27. **Corners Away- Total Corner Kicks by Away Team in Fixed Intervals (0-2, 3-4, 5-6, 7+).** Reg – Regulation only
28. **Corner Home- Total Corner Kicks by Home Team in Fixed Intervals (0-2, 3-4, 5-6, 7+).** Reg – Regulation only

**XII. Table Tennis**

- A. **Date/Site Changes.** All events must take place on the scheduled calendar day (local time) otherwise, all bets on the game will be void. However, if a match in the Olympics or World Championships is postponed bets will stand providing the match is rescheduled to take place before the closing ceremony. Event(s) must take place in the same city, but not restricted to a specific venue or arena.
- B. **Minimum Length of Play**  
 1. In the event of a match not taking place or if a player/team is given a walkover, bets on that match are refunded.

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2. In the event of a match starting but not being completed for any reason, all bets on the outcome of the match will be refunded, except for those markets that have been unconditionally determined.

C. **Table Tennis Wagers**

1. **Match Winner:** Wager on who will win the match.

2. **Set Betting (Correct Score):** The bet refers to the correct final score in sets.

3. **Set Winner:** This bet refers to winner of a specific set. The respective set must be completed for bets to stand.

4. **Lead after x points:** Who will have most points after the listed number of points have been played. Draw will be an option and will be the winner if tied at that stage. Should Draw not be offered, and the score is tied, then bets will be refunded.

5. **Race to x points:** Winner being the team/player who reaches the specified points tally first. Should neither team reach the total, and a 'Neither' option is not offered, then bets on that market will be refunded.

6. **Who will win Nth point:** Betting on who will win the named point. Should the point not take place, bets will be refunded.

7. **Tournament Winner:** Team/Player to win the named tournament. Should a participant take no part in the competition then bets on them will be refunded. Should they withdraw or be disqualified after the tournament begins, then bets on them will stand.

XIII. **Tennis**

A. **Date/Site Changes.** If a match is postponed your bet will stand providing the match is rescheduled to take place before the end of the tournament. For any match played outside of a tournament format, all bets are void if the match is not played on the scheduled date.

B. **Minimum Length of Play** At least one set of the match must be completed. In the event of a tennis match not taking place, ~~or if a player is given a walkover,~~ bets on this match are refunded. In the case of a walkover, if a player has completed the first set, the bets are action. If the walkover is before the first set completed, the bets are refunded.

C. **Pre-Game Tennis Wager Rules**

1. **Match betting:** A wager on one or more specified players(s) versus one or more other specified players(s) in a designated match. If a player withdraws (retires) or is disqualified after the first set has been completed, the player progressing to the next round or who is awarded the match by the umpire will be considered the winner. If the first set has not been completed, all match bets will be refunded.

2. If a match does not reach a natural conclusion, any markets (besides match betting) that are not unconditionally determined will be refunded. In the event of a change to playing surface, venue or change from indoor court to outdoor and vice versa, all bets stand.

3. **Set Betting:** The full number of sets required to win the match must be completed. If a player is awarded the match prior to the full number of sets being

**Commented [ISK1]:** According to the USTA a "walkover" occurs when there is administrative error or when a player decides not to play a match in an event because of injury, illness or personal circumstance. Meaning that the first set would not even be played, and the other player would be granted the win.

I believe you may have this confused with "retirement", this happens when a player is unable to continue playing or resume a suspended match, again because of personal choice or injury.

Please revise and/or clarify. Also note that in tennis when a "walkover" occurs the player may play in the consolation, but in a if it is a "retirement" the player is often off the court for the remaining matches.

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completed, all set betting on that match will be refunded. If a match is decided by a Champions tie-break, then this will be considered the third set.

**4. Bet In-Play, Game by Game betting**

**a)** A game is defined as an ordinary game (not a tie break) which is completed on the same day that it commenced.

**b)** If a game is completed after an interruption for any reason that game shall be deemed to be complete for betting purposes.

**c)** If a game is completed by the awarding of a penalty point by the umpire, the game shall be deemed to be complete. However, if a game is completed by the awarding of a penalty game by the umpire, the game shall be refunded, and all stakes shall be returned.

**d)** If a player retires from a match while a game is in progress, but before that game has been completed, that game shall be deemed to be incomplete and all stakes shall be returned. Bets on a game which subsequently becomes a tie break will be settled as refunded.

**5. Current Set Betting:** If a player retires from a match while a set is in progress, but before that set has been completed, that set shall be deemed to be incomplete and all stakes shall be returned.

**6. Handicap betting:** This bet is based on the number of games each player wins in a given match. E.g. a player given a 3.5 game start on the handicap who loses 7-6, 7-6, 7-6, would be the winner for handicap betting purposes. If a player is awarded the match due to a withdrawal prior to the full number of sets being completed, all handicap bets on that match will be refunded unless, at the time of the withdrawal, the result of the handicap betting is already determined.

**7. Total games:** Bets on the total number of games in a match will be over/under a particular number, e.g. 21.5 games. In the event of a retirement, bets will be refunded unless at the time of the withdrawal the result of the total games is already determined e.g. If a match is abandoned at 6-4 4- 4, bets on Over/Under 19.5 games or fewer in the match are settled as winners/losers respectively, since any conclusion to the match would have to have had at least 20 games.

**8. To Win / Lose First Set and Win the Match:** If either player withdraws from the match before the first set finishes, then bets will be refunded. If the first set has been completed, then the match part of the bet will be determined by the player awarded the match.

**9. Match Tiebreaks:**

**a)** In some competitions, an extended tie-break (Match Tiebreak – sometimes referred to as a “Super Tiebreak”) is played in place of a final deciding set. For settlement purposes, this Match Tiebreak will be considered as one set (for set-related markets) and one game (for game-related markets). For example, in a ‘Best of three sets’ match, if Team A won the first set 6-0, Team B won the second set 6-0 and then Team B went on to win the Match Tiebreak, then the market Set Betting would be settled as 2-1 in Team B’s favor. The market Total Games would be settled against a total of 13 games.



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b) For tennis matches that use the Match Tiebreak (in place of a final set), in the event that the next game turns out to be a Match Tiebreak, bets on the following markets will all be settled as refunded.

**10. Game/Point Related Markets:** If the wrong player has been set as the server for any individual game (Current or Next Game) then all markets relating to the outcome of that specific game will be refunded, regardless of the result. In the event of a game not being completed, all bets on the game will be refunded with the exception of Game to Deuce if the result has already been determined.

**11. Lead after x points:** Who will have most points after the listed number of points have been played. Draw will be an option and will be the winner if tied at that stage. Should Draw not be offered, and the score is tied, then bets will be refunded.

**12. Race to x points:** Winner being the team/player who reaches the specified points tally first. Should neither team reach the total, and a 'Neither' option is not offered, then bets on that market will be refunded.

**13. Who will win Nth point:** Betting on who will win the named point. Should the point not take place, bets will be refunded.

**14. Tournament Winner:** Team/Player to win the named tournament. Should a participant take no part in the competition then bets on them will be refunded. Should they withdraw or be disqualified after the tournament begins, then bets on them will stand.

**15. Quarter Winner:** Team/Player to win the Quarter of the Draw they are in. Should a participant take no part in the competition then bets on them will be refunded. Should they withdraw or be disqualified after the tournament begins, then bets on them will stand.

**16. IPTL (International Premier Tennis League) Substitute Players**  
If during a set a player is substituted, ALL bets including "bet in play" will stand. If a set doesn't start with the players indicated, all bets on that set will be refunded.

**D. Live Tennis Rules**

1. In case of a retirement or walk over of any player, all undecided bets are considered cancelled.

2. In case of a delay (rain, darkness...) all markets remain unsettled and the trading will be continued as soon as the match continues.

3. If penalty point(s) are awarded by the umpire, all bets on that game will stand

4. In case of a match being finished before certain points/games were finished, all affected point/game related markets are considered cancelled.

5. If a match is decided by a match tie-break, then it will be considered to be the third set.

6. Every tie-break or match tie-break counts as 1 game

**E. Money Line – Winner (Player1, Player2)**

1. Game – Which player will win the match

2. TSet – Which player will win the specific set

3. TGame – Which player will win the next game

**F. Total – Total games played (Over, Under)**

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1. Game – Entire match
2. TSet – Specific set
- G. Which player will win games X and Y of set N (Player1, Player2, Split).**  
Game – Always for the next 2 games; offered only before the first of the 2 games is started
- H. Number of Sets, Best of 3 – Exact number of sets played in match (2 Sets, 3 Sets).** Game – Best of 3 sets
- I. Number of Sets, Best of 5 – Exact number of sets played in match (3 Sets, 4 Sets, 5 Sets).** Game – Best of 5 sets
- J. Final results (Player1 Wins 2-0, 2-1; Player2 wins 2-0, 2-1).** Game – In sets, best of 3
- K. Final results (Player1 Wins 3-0, 3-1, 3-2; Player2 wins 3-0, 3-1, 3-2).** Game – In sets, best of 5
- L. Correct Score – Exact final score (Player1 Winning Score, Player2 Winning Score)**
  1. TSet – Specific score for the set
  2. TGame – Specific score for a specific game by set
- M. Odd Even – Total number of games played**
  1. Game – Games for the entire match are considered
  2. TSet – Only games of specific set are considered

**XIV. Esports**

- A.** If there is a change to the scheduled number of games or maps played in the match, bets placed on this market will stand.
- B.** If there is a change in the venue for a match, bets placed on this market will stand.
- C.** If there is a change in the team members in the match, bets placed on this market will stand
- D.** If a player participates in an official match with a different/wrong nickname bets placed on this market will stand unless it is clear that it was not the player that was supposed to play the match.
- E.** If the name of a player or team has been spelt incorrectly, bets placed on this market will stand.
- F.** If a match is postponed or re-scheduled, bets placed on this market will stand, provided, the match is played before the end of the competition.
- G.** If a match is postponed and not played the end of the competition, bets placed on this market will be void.
- H.** If a player or team is given a walkover on at least one game or map before the match starts, bets placed on this market will be void.
- I.** If a player or team is given a bye into the next round before the match starts, bets placed on this market will be void
- J.** If a player or team is disqualified or retires from the match, bets on this market will be settled on the player or team determined as the winner by the official rules of the respective governing body.

**XV. Olympics**

- A. General Olympic Rules.** If an event is cancelled, all bets are void. If any event/match is postponed bets will stand providing the event is rescheduled to take place before the closing ceremony. This rule supersedes any of the individual

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sports' postponement rules. If a competitor or team does not start a race or tournament then bets placed on that competitor or team will be considered void and stakes will be refunded.

- B. Final Medal Placings.** All bets on the number of medals will be settled on the official medal table at the end of the Olympic Games. Any changes made by any governing body at a later date do not count for betting purposes.
- C. World Records and Olympic Records.**
1. All bets are settled using unofficial results reported immediately after the conclusion of the event.
  2. All bets on the cumulative number of Olympic Records or World Records will be settled at the end of the Olympic Games.
- D. Results**
1. All bets are settled using unofficial results reported immediately after the conclusion of the event.
  2. In the event of more than one medal being awarded for the same position, for example there is potential for 2 bronze medals in boxing, Dead Heat Rules apply.
- E. Olympic Wagers**
1. **Team Medals:** Any medals won by a team/nation per competition count as one medal regardless of the number of team members.
  2. **Which country will win the most gold medals:** If two or more countries gain an equal number of gold medals, the number of silver medals will decide. If the number of medals is still equal, the number of bronze medals will decide.
  3. **Which country will win the most silver medals:** If two or more countries gain an equal number of silver medals, the number of gold medals will decide. If the number of medals is still equal, the number of bronze medals will decide.
  4. **Which country will win the most bronze medals:** If two or more countries gain an equal number of bronze medals, the number of gold medals will decide. If the number of medals is still equal, the number of silver medals will decide.
  5. **Head to Head betting**
    - a) For markets relating to a full event, wagers are settled based on the final ranking from the official results. If there is no official final ranking, then the last successfully completed match/stage will be considered the final position. If competitors finish the event in the same position or their last successfully completed stage was the same, dead heat rules apply.
    - b) For markets involving a particular stage of a competition, all wagers are settled based on the official results at the end of that stage. If the competitors finish the stage in the same position, dead heat rules apply.
    - c) If one or more competitors do not start, all bets are void. If a competitor starts the competition but is subsequently disqualified or does not complete the competition, all bets on that competitor are settled as losing wagers. If all listed competitors start the competition but are subsequently disqualified or do not complete the competition, then all bets are void.

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**XVI. In-Play Wagers**

- A. If games do not finish in their entirety, Handicap and Total “In-play” wagers will be refunded.
- B. Once an in-play wager is submitted, it will be considered “action” and will not be voided.
- C. For partial-game wagering, wagers are considered “action” upon the completion of the specified proposition.
- D. **Football**
  - 1. Overtime periods count towards the point line, total, and money line for full game wagers, unless otherwise specified.
  - 2. Ties will be refunded.
- E. **Basketball**
  - 1. Overtime periods count towards the point line, total, and money line for full game and second half wagers, unless otherwise specified.
  - 2. Ties will be refunded.
- F. **Baseball.** The event needs to go at least 8 ½ innings for the spread and totals markets to be “action”. At least 6 ½ innings for a seven-inning game
- G. **Hockey.** For In-play period wagers, the period must be played to its conclusion to have “action.”
- H. **Soccer.** Wagers for all full-game propositions are valid providing at least 90 minutes of play plus added injury time by the officials has occurred, unless otherwise specified. Extra time or penalty kicks are not included.
- I. **Tennis.** ~~If a player retires or is disqualified from a match before its completion, all wagers placed will be refunded~~ Following the completion of at least 1 full set, whoever is declared the winner of the match will be considered the winner for betting purposes. For all game spreads and game totals, the match must be completed in full for these bets to have action.

**XVII. Voids/Cancellations.**

- A. Oneida Casino Sportsbook reserves the right, at its own discretion, to declare a bet void, totally or partially, if it is obvious that any of the following circumstances have occurred:
  - 1. Bets have been offered, placed and/or accepted due to an error, which may include, but is not limited to, incorrectly posting the events, odds, wagers, and/or results.
  - 2. Bets placed while the website was encountering technical problems, that would otherwise not have been accepted.
  - 3. Influence Betting.
  - 4. Syndicate Betting.
  - 5. A result has been affected by illegal activity, directly or indirectly.
  - 6. Wagers involved in Suspicious Transaction Reporting.
  - 7. Any erroneous pre-game wagers accepted after the scheduled start time.
  - 8. Any erroneous live-game wagers accepted at an incorrect price due to delayed or failing of the ‘Live’ coverage.
- B. Tickets will not be cancelled or voided prior to the start of an event except as provided in this section.

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- C. Once both parties accept a wager, tickets will not be cancelled or voided after an event officially begins except as provided in this section.
- D. Customer’s may not cancel wagers at any time or for any reason without the approval of on Oneida Casino Sportsbook manager/supervisor.
- E. Oneida Casino Sportsbook reserves the right to cancel or suspend wagering on events related to a Suspicious Transaction Report by posting notice of any such suspension/cancellation in the Oneida Casino Sportsbook.

**XVIII. Pay Charts**

Parlay Odds - Totals Included							
2	3	4	5	6	7	8	
13.5/5	6.5/1	13/1	25/1	48/1	92/1	180/1	
TIES REDUCE TO NEXT LEVEL							
6 Point Football Teaser Pay Table - Totals Included							
2	3	4	5	6	7	8	
-125	+150	+250	+400	+600	+900	+1250	
6.5 Point Football Teaser Pay Table - Totals Included							
2	3	4	5	6	7	8	
-140	+140	+200	+350	+500	+800	+1100	
TIES REDUCE TO NEXT LEVEL							
7 Point Football Teaser Pay Table - Totals Included							
2	3	4	5	6	7	8	
-150	+120	+180	+300	+425	+650	+900	
TIES REDUCE TO NEXT LEVEL							
5 Point Basketball Teaser Pay Table - Totals Included							
2	3	4	5	6	7	8	
-120	+140	+200	+350	+500	+700	+1000	
TIES REDUCE TO NEXT LEVEL							
5.5 Point Basketball Teaser Pay Table - Totals Included							
2	3	4	5	6	7	8	
-125	+135	+190	+300	+450	+650	+900	
TIES REDUCE TO NEXT LEVEL							
6 Point Basketball Teaser Pay Table - Totals Included							
2	3	4	5	6	7	8	
-140	+120	+180	+280	+400	+600	+800	

- A. Odds are for Football and Basketball based on -110.
- B. Max “Off the Board” payout on any parlay or teaser is 299 to 1.

**XIX. Parlays & Teasers**

**A. Parlays**

1. All parlay bets placed are subject to the sportsbook house rules that apply to each individual sport that relates to any leg of any parlay bet.
2. Off-the-board maximum off the board parlay payoff limit/Cap is 299 to 1.
3. A parlay bet will be reduced to the next number of teams played if any of the games result in a betting tie or if any of the games are postponed or cancelled. If this parlay consists of two team in the above situation, the remaining game becomes a straight bet.

- B. **Teasers.** In the case of any of the selections resulting in a tie the selection will be treated as a Push and the teaser will reduce to the next leg. Teaser bets are

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governed by the same rules as parlay bets. The only exception is the two team teaser. If one of the games result in a betting tie, there is no action and the wager will be refunded.

**XX. Mobile Wagering Accounts (When Applicable)**

- A. Account holder must be at least 21 years of age.
- B. Oneida Casino Sportsbook posted House Rules and regulations are applicable to Mobile Wagering Accounts. House Rules are available to view in the Support area of Mobile Wagering App.
- C. For an individual account, the patron must personally appear and provide Oneida Casino Sportsbook with valid proof of identification and social security number prior to activating an account.
- D. Mobile Wagering Account transactions through the Mobile Wagering App cannot be accepted from any individual who does not have a valid Mobile Wagering Account in good standing.
- E. Management reserves the right to refuse any application.
- F. Management reserves the right to suspend an account for reasons it deems sufficient.
- G. Management reserves the right to terminate and settle the account balance with the patron for reasons it deems sufficient.
- H. Management shall keep all wagering account information in accordance with its privacy policy.
- I. Only the person named and identified as the account holder for an individual account can conduct transactions on the account. No agents or representatives will be permitted to access the account. For a business entity account the designated individual(s) of the business entity may conduct transactions and be permitted access to the account.
- J. Mobile Wagering Account transactions are accepted through the Mobile Wagering App.
- K. Wagers placed through the Mobile Wagering App are binding when the patron verifies and confirms purchase of wager displayed on the screen.
- L. Wagers will not be accepted if they exceed the balance in the account.
- M. Mobile Wagering Account withdrawals and subsequent deposits made at any Casino authorized location during business hours must be signed and authorized by the account holder.
- N. Mobile Wagering Account winnings are subject to IRS reporting and/or withholdings.
- O. Wagers placed through the Mobile Wagering App are the sole responsibility of the account holder. Management is not responsible for unauthorized access to the account.
- P. History of transactions placed through the Mobile Wagering App will be available for a minimum of 60-days in the My Wagers and statement pages.
- Q. If you do not place any wagers for 18 months consecutively, your account may be suspended from play and classified as dormant. To reactivate the account, you must appear in person at any location which is available for account opening to re-validate your identity. We may close the dormant account at our own discretion at any time.



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- R. Unless otherwise stated, all rules apply to both wagers made in person and to wagers made using the Casino Mobile Wagering App.
- S. For wagers made through the Mobile Wagering App, the terms of your wager are displayed before you tap “Place Bet,” which action is deemed an acceptance of the wager terms by you. Our acceptance of the wager request is displayed in a confirmation message on your mobile device and can be reviewed in the My Wagers section of the Mobile Wagering App at any time.
- T. Payment of winning wagers will be made when Casino confirms and posts results. Winning wagers will be applied directly to your Mobile Wagering Account.
- U. Wagers may only be accepted from within the approved permitted locations. Oneida Casino Sportsbook is prohibited by law from accepting wagers originating from outside the permitted locations.
- V. Changes will automatically be updated within the Mobile Wagering App. Any changes on bet-selections will require your acceptance of the revised change before your wager can be confirmed.
- W. Mobile Wagering Accounts are subject to an audit at the discretion of management at any time. If it is determined that account balances are inaccurate or in error as a result of posting errors, late decision adjustments, modifications mandated by notifications or decisions of Gaming Management or other system errors, the Mobile wagering Account will be adjusted to reflect the findings of the audit. An account may also be adjusted as a result of the resolution of a customer dispute. In the event an adjustment would result in a negative balance in the account, all activity in the account will be suspended until agreement on the adjustment is reached between the account holder and system operator. If the parties are unable to agree on the adjustment the matter will be submitted to the Oneida Gaming Commission for resolution as a customer dispute.
- X. Mobile Wagering Account rules and regulations are subject to change by management at any time.
- Y. Due to possible delays or inaccuracies, the LIVE scoreboard may not be reflective of actual LIVE scores and therefore should not be solely relied upon in determining whether to place a bet or not.

**XXI. Prohibited Participants**

- A. Persons under 21 years old.
- B. Persons placing a wager as an agent or proxy.
- C. Any athlete, coach, referee, player in or on any sports event overseen by that person’s sport’s governing body.
- D. Any person who holds a position of authority or influence to persuade the participants in a sporting contest, including, but not limited to coaches, managers, handlers, or athletic trainers.
- E. Persons who have nonpublic information about an event or a participant in an event, who are in a position to affect the outcome of an event, or whose participation in wagering on an event might cause the appearance of a conflict of interest, shall be prohibited from wagering on the event or a market in the event. This includes but is not limited to the following types of persons:
  - 1. athletes participating in the event; and

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- 2. employees or contractors of the governing body for the event, employees and contractors of the owner or management of a team participating in the event, and employees and contractors of athletes participating in the events, including but not limited to: referees, officials, coaches, managers, handlers, athletic trainers, team physicians, and other physicians providing medical consultation or treatment of an event participant.

**XXII. Patron Questions and Complaints.** In the event that a customer has a dispute involving a placed wager, or the way in which a bet or market type has been settled, Oneida Casino Sportsbook is responsible receiving and addressing any patron disputes. Patron questions or complaints can be submitted in person at the Sportsbook or mailed to Oneida Casino Sportsbook PO Box 365 Oneida WI, 54155. All requests will be responded to within ten (10) business days. Gaming Management will attempt to resolve any disputes with the patron, however if a patron is not satisfied with the resolution of a dispute offered by Gaming Management, the patron may contact the Oneida Gaming Commission at P.O Box 79, Oneida, WI 54155.

**XXIII. Acceptance of Disclosed Terms and Liabilities**

- A. You hereby accept that by using the services, there is a risk that you may, as well as winning money, lose money. You agree that your use of the services is at your own risk and Oneida Casino Sportsbook and affiliated parties accept no responsibility and shall not be liable for any consequences that are alleged to have occurred through your use, or misuse, of the services.
- B. Oneida Casino Sportsbook and affiliated parties are not liable for any failure of equipment/software and or loss by any act of God, power failure, disputes that may affect the placing of wagers/bets.
- C. Oneida Casino Sportsbook reserves the right to cancel or suspend wagering on events related to a suspicious transaction report by posting notice of any such suspension/cancellation in the Oneida Casino Sportsbook.
- D. Patrons agree that these house rules have been read and accepted prior to the submission of any wagers.

Last updated ~~December 15, 2021~~ March 9<sup>th</sup>, 2022.

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**ONEIDA CASINO**

**SPORTSBOOK  
RULES OF PLAY**

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## RULES OF PLAY

### I. In General:

- A. Patron must be 21 years of age or older to place a sports wager.
- B. Patrons should familiarize themselves with these Oneida Casino Sportsbook House Rules before placing a bet. By placing a bet, the patron acknowledges and accepts these House Rules.
- C. Management will make every effort to ensure the odds displayed on their screen are accurate.
  - 1. Computer generated point spreads / odds shall determine winners, losers, ties and payout odds.
  - 2. For the protection of all concerned, management will retain a record of all point spreads and odds in case of technical or human error.
  - 3. All statistical and other data displayed on the Sportsbook screens, wall boards, scratch sheets, etc. are for the convenience of our patrons only. Maximum care is taken to ensure the accuracy of such information.
  - 4. Odds or line changes will be noticed to customers via automatic updates conducted in the risk management system and will be reflected on the odds boards.
- D. Casino Sportsbook is not responsible for lost, stolen, altered or unreadable tickets. Lost or stolen ticket claims will be paid upon presentation of supporting information or documentation. In the absence of such documentation The Casino reserves the right to wait at least 120 days after the conclusion of the event and/or racing meet to make its decision regarding payment.
- E. Management will make every reasonable effort to resolve disputes. Any unresolved dispute arising as a result of wagers accepted by Oneida Casino Sportsbook shall be submitted in writing to the Oneida Gaming Commission.
- F. Oneida Casino Sportsbook reserves the right to prohibit the below sportsbook participants:
  - 1. Any patron on the exclusion list;
  - 2. Any patron with a suspended Wagering Account;
  - 3. Self-excluded patrons; and
  - 4. Banned patrons.
- G. Oneida Casino Sportsbook reserves the right to add, change or delete the Sportsbook House Wagering Rules, subject to regulatory approval.

### II. Wager Information; Acceptance and Redemption of Wagers

- A. Oneida Casino Sportsbook reserves the right to refuse any wager, delete, or limit selections prior to the acceptance of any wagers.
- B. Please check your tickets for accuracy before leaving the betting window/kiosk. Leaving the window/kiosk with the ticket is deemed an acceptance of the wager by both parties. Wagers may be accepted at other than the currently posted terms.
  - 1. Tickets will not be altered prior to the start of an event except at the discretion of management and with the approval of both parties.

2. Once both parties accept a wager, tickets will not be altered after an event officially begins.
  3. Funding A Wager. Wagers at Oneida Casino Sportsbook may only be funded in cash or with funds from a winning ticket or voucher.
  4. Identification Requirements. Patrons must provide identification when creating a Wagering Account and for each wager placed for \$3,000.00 or more – in addition, identification is required when funding and/or redeeming from the Wagering Account.
  5. Redeeming a winning bet. All winning bets must be redeemed at the Sportsbook POS Terminal or the Cage Cashier's window during normal hours of operation within sixty (60) days of the event date. Winning tickets not redeemed within the redemption period shall expire.
- C. Oneida Casino Sportsbook will not accept any wagers placed for less than \$1.00 and will not accept any wagers on parlays and teasers where the odds are greater than 299:1, provided that minimum and maximum wagers may be increased and/or decreased based on the prior written approval of Gaming Management, which shall be posted in the Oneida Sportsbook. In addition, Gaming Management reserves the right to set maximum dollar amounts for wagers based on the wagering forum, for example, a maximum wager of \$X may be placed on kiosks only, without placing any such limitation on other forums of wagering.
- D. The Oneida Casino Sportsbook will not accept any wagers, of any type, on any Wisconsin collegiate events or markets. In addition, the Oneida Casino Sportsbook will not accept any wagers related to any player/participant injuries in any event or market.
- E. The Oneida Casino Sportsbook does not accept wagers on Wisconsin collegiate teams, if the team selected for a wager does not win, patron will not be paid.

### III. Official Results in General

- A. Unless provided otherwise in these House Rules, all "games" (team contests) must be played on the date scheduled to be considered action, unless stipulated otherwise on guest wagering information sheets or odds display. Game start or conclusion times delayed or extended beyond midnight are not recognized as date changes for wagering purposes.
- B. "Events" including golf tournaments, boxing matches, mixed martial arts, tennis matches, auto races, track and field, and international tournaments (excluding Olympics) or events must be held within 7 days of scheduled date to be considered action, unless stipulated otherwise on guest wagering information sheets or odds display.
- C. Management is not responsible for location changes. If a game or event is moved from original location, all wagers are no action.
- D. For wagering purposes, unless otherwise stipulated on, matches are official after:
1. All – considered action once the opening bell/buzzer sounds, regardless of the scheduled length of the bout.
  2. All fighting "pick the round" proposition wagers are no action (Refunded) if the scheduled length of the bout is changed from the distance displayed by the Sportsbook, or on guest wagering information sheets or odds display.



- E.** All results are deemed final once the official agency (official sports body, commission, sanctioning organization, etc.) has posted the result. Subsequent inquiries and changes to official results will not affect the bet settlement after one hour or more of the conclusion of the event.
- F.** For betting purposes, the winner of an event or game will be determined on the date and approximate time of the events conclusion according to house wagering rules. The Oneida Casino Sportsbook does not recognize suspended games, result changes one hour or more after the events conclusion, protests, or overturned decisions, etc.
- G.** Minimum play requirements for betting purposes. Unless stipulated otherwise on, guest wagering information sheets or odds display, games are official after:
- 1.** Football (professional and college) - 55 minutes of play.
  - 2.** Basketball (professional) – 43 minutes of play.
  - 3.** Basketball (college and women’s) – 35 minutes of play.
  - 4.** Hockey (professional, college, amateur) – 55 minutes of play.
  - 5.** Soccer (professional and amateur) - 90 minutes of play.
  - 6.** Fighting, Mixed Martial Arts (professional and amateur) – When bell (buzzer etc.) is sounded signifying the start of the opening round the bout is considered official for betting purposes, regardless of the scheduled length.
  - 7.** Baseball (major league, minor league, college, amateur) – In all nine-inning scheduled games, winners and losers are official after nine innings of play, unless the home team is leading after eight and one-half innings. Postponed or Suspended games must go a minimum of five innings or four and one-half innings if the home team is ahead (also applies to seven-inning scheduled games). If a game goes past five innings and is subsequently Postponed or Suspended, the winner is determined by the score after the last full inning of play; except in a case in which the home team scores to tie or take the lead in the bottom half of the inning in which the game is Postponed or Suspended, the runs do count.
  - 8.** All contests not listed above that involve a predetermined length of play, time limit, distance, etc. that are not reached, yet the event is called final by event officials with a winner declared, shall also be considered official for betting purposes, unless stipulated otherwise on guest wagering information sheets or odds display.
  - 9.** All other contests not listed above that involve a scheduled length of play or time limit must play to their conclusion or have five minutes or less than 10% of scheduled playing time remaining when the contest concludes to be considered official for betting purposes.
  - 10.** All halftime (1st half and 2nd half), quarter, period, set, etc. wagering propositions must be played to the conclusion of that portion of play to be considered “Action”, and are independent of the game and other propositions. Soccer 1st half or 2nd half wagers must go at least 45 minutes to be considered “Action”.
- H.** Prop bets must go for the duration of the sports minimum play requirement.
- I.** Futures wagers will be graded within one calendar year of the official league start date, in the circumstances of delayed future wagers including but not

limited to division/conference/finals etc, the date change will be considered action if completed within one calendar year of the official league start date.

#### IV. Auto Racing

- A. Date/Site Changes.** Auto Racing events must take place within 72 hours of the original start time or bets will be void.
- B. Minimum Length of Play.** All wagers will be settled according to the unofficial results reported immediately after the conclusion of the race by the governing organization. Any changes to the finishing order that occurs based on appeals, penalties or scoring malfunctions after the race has concluded, will not be recognized. Should the race not complete all scheduled laps, but is deemed official by the governing body, then bets will stand. If a race is cancelled without an official winner named, then bets are refunded. If a race is abandoned and no result declared, all bets will be refunded, except where bets are already settled.
- C. Auto Racing Wagers**
- 1. Race Winner:** A wager on which driver will win the race. All bets settled using unofficial results reported immediately after the conclusion of the race.
  - 2. Matchups:** A wager on one or more specified driver(s) versus one or more specified driver(s). Wagers are placed on the driver only, not the car or team. If the original driver is replaced by another driver after the start of the race, the original driver is the driver of record and the wager will be action. All drivers in the match-up must start the race for action. If one of the drivers does not finish the race, the other driver is considered the winner. If neither driver finishes the race, the driver who completed the most laps is the winner. If both drivers complete the same number of laps but do not finish the race, all bets are refunded. Any changes in finishing order that occurs based on appeals, penalties, or scoring malfunctions after the race has concluded will not be recognized. Wagers on qualifying performance will be settled according to position and times set during the final qualifying session. For the purposes of these markets, any subsequent alterations of grid positions are not recognized.
  - 3. Qualifying Betting/Who Will Qualify on Pole:** Wagers on qualifying performance will be settled according to position and times set during the final qualifying session. For the purposes of these markets, any subsequent alterations of grid positions are not recognized. Top 3/5/10: Wager on whether a driver will finish in these positions. Winning Manufacturer/Constructor/Team: Wager on the winning team regardless of what driver(s) participate.

#### V. Baseball

- A. Date/Site Changes.** Regular season Baseball games must be played on the scheduled date/location (location is a geographical area or city, but not restricted to a specific arena or venue) to be considered action unless otherwise noted in the specific sports rules section or the inventory game page within the mobile application or web browser application.
- B. Minimum Length of Play.** Pre-Game Wagers: Unless otherwise stipulated in individual Baseball sports wager rules, wagers on baseball money lines are official after 5 innings of play. If the home team is leading, the game is official

after 4 ½ innings (this will include softball). Thereafter, if a game is called or suspended, the winner is determined by the score after the last full inning, unless the home team scores to tie or take the lead in the bottom half of the inning, in which case the winner is determined by the score at the time the game is called. For games scheduled to play a full 9 innings, game must go to 9 innings (8 ½ if the home team is ahead) to have action on run lines and totals. For games scheduled to play only 7 innings, game must go to 7 innings (6 ½ if the home team is ahead) to have action on run lines and totals. Live Wagers: Game must go full scheduled length to have action on all markets: 9 innings (8 ½ if the home team is ahead) for 9 inning games, or to 7 innings (6 ½ if the home team is ahead) for 7 inning games. If the game is called before this time then all bets will be void, except for those that have been unconditionally determined. In specified inning wagers, game must go full specified innings to be official, unless the home team is leading the bottom half of specified inning prior to completion of specified innings(s). For money line, totals, and run lines, game must go the full specified innings. All baseball propositions are considered action regardless of any pitching changes.

- C. Pre-Game Baseball Wager Rule.** Baseball wagers are accepted in the following manner:
- 1. Money Line:** A wager in which the bettor “takes” or “lays” a specified price. The team wagered must only win the game for the wager to be deemed a winner. Extra innings are counted in final score. Money line wagers are for team against team, regardless of the starting pitcher. Wager must meet the minimum length of play as specified above.
  - 2. Total Runs:** A wager on whether the total number of runs scored in a game is over or under a specified number. Extra innings are counted in final score. Wager must meet the minimum length of play as specified above.
  - 3. Run Line:** A wager in which the bettor “takes” or “lays” a specified number of runs. The team wagered must “cover” the run line for the wager to be deemed a winner. Extra innings are counted in final score. Wager must meet the minimum length of play as specified above.
  - 4. Team to score first:** Settled on the first score of the game. Bets stand even if game is not completed. Extra Innings count.
  - 5. Team to score last:** Settled on the last team to score. Game must go 8 ½ innings in 9 inning games, or 6 ½ innings in 7 inning games for bets to stand.
  - 6. Highest Scoring Inning:** Bet on which inning will produce the most runs. Dead heat rules apply. Game must go 8 ½ innings in 9 inning games, or 6 ½ innings in 7 inning games for bets to stand.
  - 7. First 1/3/5/7 Inning Markets:** Specified number of innings must be completed for bets to stand.
  - 8. Race to x runs:** Winner being the team who reaches the specified points tally first. Should neither team reach the total, and a ‘Neither’ option is not offered, then bets on that market will be refunded.
- D. Baseball Proposition Rules.** Various unique wagers may be offered from time to time. When wagering proposition bets, the game must go 9 innings (8 ½ innings if the home team is ahead) to have action, or action has occurred as the

outcome of the wager is already known. If a game is suspended after 9 innings (8 ½ innings if the home team is ahead), the final score is determined after the last full inning, unless the home team scores to tie or take the lead in the bottom half of the inning, in which case the score is determined by the score at the time the game is called. All baseball propositions are considered action regardless of any pitching changes. If a game is scheduled for only 7 innings, then game must go 7 innings (6 ½ if the home team is ahead).

**1. Baseball Player Props**

a) Players in player prop bets do not have to start but must play some part for Player Props to have action. Wagers on specific player performance or match wagers will be deemed official once at least one of them have left the game, with both having taken some part in the game to that point, regardless of the conclusion of the game.

b) Hit(s): Oneida Sportsbook settles markets in accordance with official box score statistics declared by MLB as the governing body.

**2. Baseball Regular Season Series Props.** Regular season series props are offered for all 3, 4 or 5 Game Series with the outcome of all games played counting towards settlement. Series must go a minimum of 3 games for action regardless of games scheduled and or canceled. A called game will count towards a series wager if declared an official game by the league. All wagers are action regardless of Starting Pitchers or pitcher changes.

**3. Baseball Playoff Series Props.** For Playoff Series Winner props, the team that advances to the next round is deemed the winner. Wagers for all other markets are refunded if the required minimum number of games (according to the respective governing organizations) are not completed, or the number of games changes.

**4. Baseball Post Season Rule.** All MLB playoff games will have action regardless of date played and or completed, unless specified otherwise. Game winner will be paid based on the official winner of this game as determined by the MLB. All listed pitchers' rules apply.

**5. Baseball Grand Salami Props.** Grand Salami prop is determined by the total runs scored in all MLB games scheduled for that day. There are no listed pitchers, so all bets are action. Wager applies to all scheduled games and games must go 9 innings (8 ½ if home team is leading). If any game is cancelled or stopped before the completion of 8 ½ innings, all wagers on the Grand Salami will be cancelled. Grand Salami will not be offered when 7 inning games are scheduled.

**E. College World Series.** Games must be played on scheduled date for action. All teams face double elimination. Teams listed second do not necessarily bat last.

**F. Baseball Futures.** Baseball season long futures are unique wagers which will be offered from time-to-time. For all season long and future props, all wagers stand regardless of team re-location, change to a team name, season length or play-off format unless stated otherwise in the market. For awards, the official decision made by the governing body on the day the award winner is

announced will be final. Any subsequent changes at a later date will not count for betting purposes.

- G. Regular Season Team Total Wins O/U.** Wager on the total regular season wins made by a team.
- 1. Regular Season Team Win Percentage.** Wager on the percentage of wins by a team during the regular season.
  - 2. Head to Head Regular Season Team Wins.** Wager on the number of regular seasons wins made by one team vs. another team.
  - 3. Regular Season Player Totals O/U.** Wager on the number of regular season Total Home Runs, Runs, Hits, Stolen Bases, Strikeouts, Saves by a named player.
  - 4. Regular Season Player Averages.** Wager on a player's batting average O/U. To qualify a player must have at least 3.1 plate appearances per game.
- H. Baseball Championship and Pennant Futures.** If there is a change to the post season structure whereby a Championship Series is not possible, or called early, Pennant betting will be settled on the team that advances to the World Series from that league.
- 1. Division of Winning Team.** Wager on which division the winner originates from.
  - 2. League of Winning Team.** Wager on which league (American League or National League) the winner originates from.
  - 3. State of Winning Team.** Wager on which state the winner originates from.
  - 4. Name the Finalists.** Which two teams will meet in the Championship Series. Should no series take place, all bets are refunded.
  - 5. Exact Outcome.** Which team will win, and who will they beat in the named series. Should no series take place, all bets are refunded.
  - 6. #1 Seed.** Team to be the #1 seed in specified league (American League or National League) at the end of the regular season.
  - 7. To Win/Lose 100+ Games.** Wager on whether a named team will win or lose 100 or more regular season games.
  - 8. Double Chance.** Wager on whether either of the two named teams will be declared the winner for the named market.
- I. Playoff Series Props.**
- 1. Series Winner.** Wager on which team will advance to the next round. Should no series take place, bets will be refunded.
  - 2. Series Correct Score.** Wager on the exact score of games within the series. Should the series be shortened from its original length, then bets would be refunded.
  - 3. Total Games.** Wager on how many games will take place in the series.
- J. Baseball Futures List**
- 1. MLB Divisional Odds.** Wager on which team will win an MLB division.
  - 2. MLB Division Finishing Position.** Wager on the exact position a named team will finish within their division.
  - 3. MLB Pennant Odds.** Wager on which team will win the pennant in either the American League or National League of MLB.

4. **MLB World Series Odds.** Wager on which team will win the World Series.
  5. **MLB Cy Young Winner.** Wager on which pitcher wins the Cy Young Award in either the American League or National League of MLB.
  6. **MLB MVP Winner.** Wager on which player will win the MVP award in either the American League or National League of MLB.
  7. **MLB Rookie of the Year Winner.** Wager on which player will win the Rookie of the Year award in either the American League or National League of MLB.
  8. **Most Home Runs Hit.** Wager on which player hits the most number of home runs in the regular season.
  9. **Highest Season Long Batting Average.** Wager on the highest season long batting average by a particular player as declared by MLB.
  10. **Most RBI's in Season.** Wager on which player has the most Runs Batted In during the regular season.
  11. **Most Stolen Bases in Season.** Wager on which player has the most Stolen Bases during the regular season.
  12. **Most Pitching Victories.** Wager on which player is awarded the most wins during the regular season.
  13. **College Baseball World Series Winner.** Wager on which team will win the College World Series.
- K. Live Baseball Rules.** If a match is interrupted or cancelled and won't be continued on the same day, all undecided markets are considered cancelled.
- L. Moneyline – Winner (Away, Home)**
1. Game – Includes extra innings.
  2. H1 – Only runs scored in the first 5 innings are considered
- M. Total – Total Runs scored by both teams (Over, Under)**
1. Game – Includes extra innings
  2. H1 – Only runs scored in the first 5 innings are considered
  3. Inning – Only runs scored in the specific inning are considered
- N. Point Spread – Winner With handicap in .5 increments (Away, Home)**
1. Game – Include Overtime
  2. H1 – Only runs scored in first five innings considered
- O. Three Way – Outcome (Away, Home, Tied)**
1. Reg – Which team will win the game, no extra innings considered
  2. H1 – Which team will lead after 5 innings
  3. Inning – Which team wins the specific inning
- P. Win Rest.** Which team will win the rest of the game, including overtime
- Q. Away Total – Total runs scored by away team (Over, Under)**
1. Game – Total runs scored in the game
  2. H1 – Only runs scored in first five innings are considered
- R. Home Total – Total runs scored by home team (Over, Under)**
1. Game – Total runs scored in the game
  2. H1 – Only runs scored in first five innings are considered
- S. Win Margin – Predefined range of runs a team wins by (Away 3+, 2, 1; Home 3+, 2, 1).** Game – Includes overtime



**VI. Basketball**

- A. Date/Site Changes.** Basketball games must be played on the scheduled date/location (location is a geographical area or city, but not restricted to a specific arena or venue) to be considered action unless otherwise noted in the specific sports rules section or the inventory game page within the mobile application or web browser application.
- B. Minimum Length of Play.** For wagering purposes, unless otherwise stipulated in individual Basketball sports wager rules, US pro basketball results are official after 43 minutes of play. College Basketball, WNBA, NBA Summer League and European Basketball are official after 35 minutes of play.
- C. Pre- Game Basketball Wager Rules.** Point Spread: A wager in which a bettor “takes” or “lays” a specified number of points. The team wagered must “cover” the point line for the wager to be deemed a winner. Unless otherwise specified as “Regular Time” on the individual market, overtime periods are counted in the final score.
- D. Money Line:** A wager in which the bettor “takes” or “lays” a specified price. The team wagered must win the game for the wager to be deemed a winner. Unless otherwise specified as “Regular Time” on the individual market, overtime periods are counted in the final score.
- E. Total Points:** A wager on whether the total number of points scored in a game is over or under a specified number. Unless otherwise specified as “Regular Time” on the individual market, overtime periods are counted in the final score.
- F. First Half:** Wagers on the first half will be decided by the score at the end of the first half. If a game does not go the entire first half, all first half wagers will be refunded. Once the first half has been completed, all wagers on the first half will stand regardless of the length of the remainder of the game.
- G. Second Half:** Wagers on the second half will be decided on the basis of points scored in the second half. If the entire second half is not played to its completion, all Second Half wagers will be refunded. Overtime periods are counted in the Second Half score and considered official regardless of the length or suspension of the overtime period.
- H. Quarters:** Wagers on any specified quarter will be decided based on points scored in that specified quarter only. Specified quarter must be played to their completion or the wager will be refunded. Once a specified quarter is completed, that specified quarter wager will stand regardless of the length of the remainder of the game. Fourth quarter wagers do not include overtime periods unless otherwise stated.
- I. Team to score first:** Settled on the first score of the game. Bets stand even if game is not completed. Overtime counts.
- J. Team to score last:** Settled on the last team to score. Game must be completed. Overtime counts.
- K. Highest Scoring Quarter:** Bet on which quarter will produce the most points. Dead heat rules apply. Game must be completed for bets to stand.
- L. Race to x points:** Winner being the team who reaches the specified points tally first. Should neither team reach the total, and a ‘Neither’ option is not offered, then bets on that market will be refunded.

- M. Basketball Props.** Various unique wagers may be offered from time to time, called proposition bets. When wagering proposition bets, unless stated otherwise, overtime does count for settlement of wagers.
- N. Basketball Player Props.** Players do not have to start for action but must play for action. If a player does not take any part in a game, then wagers on that player proposition will be refunded.
- O. Basketball Futures.** Basketball season long futures are unique wagers which will be offered from time to time. For all season long match wagers and division betting, all wagers stand regardless of team relocation, or a change to team name, season length or playoff format. Unless stated otherwise in the market, team(s) must play in all their scheduled regular season games as determined by the league's governing body at the start of the season for wagers to have action. If team(s) do not compete in all scheduled games then wagers will be refunded, except for those wagers which have been unconditionally determined. For awards, the official decision made by the governing body on the day the award winner is announced will be final. Any subsequent changes at a later date will not count for betting purposes.
- P. Basketball Division and Conference Futures.** Division Winner markets will be settled on who finishes top of the relevant division after the conclusion of the Regular Season. If two or more teams have the same Regular Season win record then ties will be broken using the governing body's official rules to determine an outright winner. If no tie option was made available for any match bet wager, wagers will be a push should the teams tie and stakes refunded. Conference Winner markets will be settled on team's performance in the playoffs. Regular season records do not count. If there is any change to the post season structure whereby a Conference Finals Series is not possible, or called early, Conference Winner will be settled on the team that advances to the NBA Finals from that Conference. College Basketball Conference Tournament Winner will be determined by the team winning the Championship game regardless of any post-season suspension. For Playoff Series Winner, the team that advances to the next round is deemed the winner. Wagers for all other markets are refunded if the required minimum number of games (according to the respective governing organizations) are not completed, or the number of games changes.
- Q. NBA Division Finishing Position.** Wager on the exact position a named team will finish within their division.
- R. Basketball Grand Salami Prop.** The Basketball Grand Salami will be decided by adding up all the scores for the games scheduled for that particular day. All games must be completed for action. Points scored in overtime are included.
- S. NBA Draft.**
1. All markets will be settled in accordance with official information available on NBA.com.
  2. Wagers on Over/Under draft position are settled based on when a team selects that player. Should a player go undrafted, Over/Under markets will be settled by assigning the next number after the last player drafted.

3. Round in which player is drafted wagers will be void should a player go undrafted, unless 'undrafted' is an option offered in the betting market.
4. Wagers on any players who subsequently withdraw their eligibility for that year's draft will stand. Should a player who is not listed in any market be the winning selection, all bets on that market stand. All markets involving listed players are offered with others available on request.
5. Wagers on which team will draft a player are settled on the team who officially draft that player as listed on NBA.com. Any previous or subsequent trades will not be taken into consideration for settlement.
6. International players are defined as any player who played for a non-US team in the previous season, and not by their country of birth. Eg. A US-national who played for Real Madrid in Spain will be deemed an International player.

**T. NBA Draft Lottery**

1. All markets will be settled in accordance with official information available on NBA.com.
2. Markets are settled on which team is assigned the relevant pick on the day of the Draft Lottery. Any subsequent trades or forfeiture of draft picks after the Lottery will not be taken into consideration for settlement.

**U. Basketball Futures List**

1. **NBA Championship Odds.** Wager on which team will win the Championship.
2. **Division of Winning Team.** Wager on which division the winner originates from.
3. **Conference of Winning Team.** Wager on which conference the winner originates from.
4. **State of Winning Team.** Wager on which state the winner originates from.
5. **Name the Finalists.** Wager on which two teams will meet in the Championship Series. Should no series take place, all bets are refunded.
6. **Exact Outcome.** Wager on which team will win, and who will they beat in the named series. Should no series take place, all bets are refunded.
7. **#1 Seed.** Wager on team to be the #1 seed at the end of the regular season.
8. **Double Chance.** Wager on whether either of the two named teams will be declared the winner for the named market
9. **NBA Regular Season Award Winners (MVP, Rookie of the Year, Most Improved).** Wager on which player will win the award including MVP, Rookies of the Year, and Most Improved titles.
10. **Regular Season Team Total Wins O/U.** Wager on the total regular season wins made by a team.
11. **Regular Season Team Win Percentage.** Wager on the percentage of wins by a team during the regular season.
12. **Head to Head Regular Season Team Wins.** Wager on the number of regular seasons wins made by one team vs. another team.

- 13. Regular Season Player Totals O/U.** Wager on the number of regular season Points, Rebounds, Assists, Steals, Blocks by a named player.
- 14. Regular Season Player Averages.** Wager on the average number of regular season Points, Rebounds, Assists, Steals, Blocks by a named player. To qualify a player must have played in 70% of their team's games.
- 15. College Basketball Tournament Winner.** Wager on which team wins the College Basketball Tournament.
- 16. College Basketball Tournament Regional Winner.** Wager on which team wins the College Basketball Tournament Region.
- 17. College Basketball Conference Tournament Winner.** Wager on which teams win the College Basketball Conference.
- 18. College Basketball Tournament Wins.** Wager on how many wins a team will have in the College Basketball Tournament.
- 19. Head to Head Tournament Wins.** Wager on which team will have more wins in the College Basketball Tournament.
- 20. College Basketball Conference Wins.** Wager on how many wins a team will have in their College Basketball Conference Tournament.
- V.** In the event of a wagering tie, the straight wager is considered "no actions" and the wager is refunded. Parlays reduce to the next lowest amount of selections.
- W. Special Events/Matchups.** For any special event held that is not resulted using the traditional Basketball scoring system (e.g. NBA Skills Competition), the following rules will apply:
- 1. Head to Head/Round Winner:** All listed competitors must take place for bets to stand. Should a competitor advance due to a walkover, then all bets will be refunded. Should the matchup begin, with a winner declared, then all bets will stand.
  - 2. Event Winner:** The official decision made by the governing body on the day of the event will be final. Any subsequent changes at a later date will not count for betting purposes. Should a competitor not take part at all in a competition then bets on that selection will be refunded. Should a competitor withdraw after taking some part of the competition, then bets will stand.
- X. Live Basketball Rules**
- 1.** Markets do not consider overtime unless otherwise stated.
  - 2.** If a match is interrupted or postponed and is not continued within 48 hours after initial start date, betting will be cancelled.
  - 3. Point Spread – Winner with Handicap in .5 increments (Home, Away)**
    - a)** Game – Includes overtime
    - b)** Reg – Only points during regular time are considered
    - c)** H1 – Only points scored during first quarter and second quarter are considered
    - d)** Q1-Q4 – Only points scored in the specific quarter are considered
  - 4. Total – game total (over, under)**
    - a)** Game – Total points scored by both teams, includes overtime
    - b)** Reg – Only points during regular time are considered
    - c)** H1 – Only points scored during first quarter and second quarter are considered

- d) Q1-Q4 – Only points scored in the specific quarter are considered
- 5. **Money Line – Winner (away, home)**
  - a) Game – Includes overtime
  - b) H1 – Only points scored in the first half will be considered
  - c) Q1-Q4 – Only points scored in the specific quarter are considered
- 6. **Will be OT – Will there be Overtime (yes, no).** Will there be overtime in this game.
- 7. **Point Race- First team to score x pts in game (Home, away)**
  - a) Including Overtime
  - b) Which team will score X points in the game first (for example: Current score is 20-19, then the home team reached 20 points first).
  - c) If a game ends before any team reaches X points, this market is considered cancelled.
  - d) Q1-Q4 – Only points scored in the specific quarter are considered
- 8. **Nth Point – Which team score the Nth PT in game (Away, Home)**
  - a) Including Overtime, which team will score the Nth point in the game (for example: Current score is 40-28, away team scores 3 points, meaning away team scored the 70th point.)
  - b) If a game ends before the Nth point is reached, this market is considered cancelled.
- 9. **Odd Even – Final combined score will be (odd, even)**
  - a) Game – Including Overtime
  - b) H1 – Only points scored during first half are considered
  - c) Q1-Q4 – Only points scored during specific quarter are considered

## VII. Boxing/MMA

- A. **Date/Site Changes.** For confirmed fights if a contest is postponed and rescheduled to take place within 48 hours of the original start time, all bets on that contest will stand. If the contest does not take place within 48 hours, all bets will be void. If a rescheduled fight takes place in a country different from the original country, all bets will be void. If a fight is rescheduled and takes place in a different venue but in the same country, all bets stand.
- B. **Minimum Length of Play.** The bell (buzzer, etc.) sounding signifies the start of the opening round and the bout is considered official for betting purposes, regardless of the scheduled length, weight, classification, and/or championship sanction. For an individual round to be considered complete, the fighters must answer the bell beginning the next round, except for the final scheduled round in which case the final bell signifies the completion of the round and fight. If a fight has a change to the scheduled number of rounds all outright bets on the match will be action, however round by round bets will be refunded.
- C. **Boxing and Mixed Martial Arts Rules.**
  - 1. Results will be graded on the official result at ringside as communicated by the official announcer. Any subsequent change to the official outcome of the fight for any reason will not be recognized for wagering purposes. If the official announcer does not declare a result at the end of the fight, the market will be settled on the result displayed on the applicable organization official site.

2. If a fight is stopped due to an injury, disqualification, or any other stoppage either by the referee or doctor, then this will be considered a Technical Knock Out (TKO).
3. Any fight that is deemed 'No Contest' will have all wagers refunded.
- D. Fight Winner:** Betting on which fighter will win the match. If the wagering offer on a match includes the draw as a third option and the match ends in a draw, wagers on the draw will be paid, while wagers on both fighters will be lost. If the wagering offer includes only the two fighters, with the draw either not offered or offered as a separate proposition, and the match ends in a draw, wagers on either fighter will be refunded.
- E. Will Go/Won't Go Round X:** Wagering on whether or not the match reaches this distance.
- F. Total Rounds O/U:** The halfway point of a round is at exactly one minute and thirty seconds into a three-minute round, and exactly two minutes and thirty seconds into a five-minute round. For example, 9½ rounds would be one minute and thirty seconds of the 10th round. In case of a two-and-a-half-minute round, the halfway point is one minute and 15 seconds.
- G. Round Betting:** Wager on when the exact round will end. For total wagers that list a full number of rounds, the fighter must answer the bell for the following round for the round to be deemed complete. For example, on 8 full rounds the fighter must answer the bell for the 9th round for the over to be paid. If the fighter completes the 8<sup>th</sup> round but fails to answer the bell for the 9th round the under will be the winner. This applies to all rounds except the final scheduled round for which the final bell will signify the completion of the round. If a fight is stopped before the full number of rounds have been completed, or if a fighter is disqualified and a points decision awarded, bets will be settled in the round the fight was stopped.
- H. Method of Victory:** Wager on the exact outcome of the fight. KO includes a referee intervention during strikes, doctor stoppage, or stoppage from a fighter's corner. A submission includes a tap-out or verbal submission from one of the fighters, or referee stoppage due to technical submission. If either fighter is disqualified, then a no contest is declared and all bets are refunded.
- I. Scheduled Number of Rounds:** In fights where the scheduled number of rounds changes, all bets will stand unless the result would be automatically determined by the change in the number of rounds (in which case, such bets will be voided). For example, if a fight gets changed from a 12 to a 10 round fight, only bets on rounds 11 and 12 will be void.
- J. Knockdown/Referee's counts:** For settlement purposes, a knockdown is defined as a fighter being KO'd or receiving a mandatory eight count (anything deemed a slip by the referee will not count). For individual round knockdowns, all bets will be void should the fight end before the round starts.
- K. Gone In 60 Seconds:** The fight must be officially won by the boxer in question inside the first 60 seconds of Round 1.
- L. Down But Not Out:** A boxer must be knocked down and given a mandatory eight count and subsequently win the fight.



- M. Fight Outcomes:** No Contest - In the event of a 'no contest' being declared, all bets will be made void, with the exception of selections where the outcome has already been determined.
- N. PFL Season Championship Winner:** Winning markets will be settled depending on which fighter wins the PFL Championship for the specified division after the conclusion of that season's playoffs. No refunds will be given to any wagers placed on fighters that withdraw from the season due to injuries, suspensions, or for any other reason. Results will be graded on the official result at ringside as communicated by the official announcer in each respective championship fight. Any subsequent change to the official outcome of the fight for any reason will not be recognized for wagering purposes. If the official announcer does not declare a result at the end of the fight, the market will be settled on the result displayed on the applicable organization official site.
- O. Boxing and Mixed Martial Arts Card Props.** Boxing and Mixed Martial Arts Card Props only include the main card and undercard fights, early preliminaries will not be included. Wagers will stand on the number of bouts scheduled to be on the full card, which includes all main card and undercard fights. Wagers will stand so long as the exact number of bouts quoted in the market heading take place. If there are any withdrawals and subsequent replacements, wagers will stand. If a bout is cancelled without a replacement, changing the number of bouts taking place, then all wagers will be refunded.
- 1. “K.O.” proposition wagers:** “K.O.” includes knockout, technical knockout, disqualification, or any other stoppage unless otherwise posted or noted on printed media. For wagering purposes, a wager on a fighter to win by "KO" wins if the selected fighter wins by Knock Out (KO), Technical Knock Out (TKO), or Disqualification (DQ).
  - 2. “Decision” proposition wagers:** “Decision” means fight must go to the judge’s scorecard(s) to determine a winner; including technical decision.
  - 3. “Draw” proposition wagers:** “Draw” means fight must go to the judge’s scorecard(s) and be declared a draw; including technical draw.
  - 4. Boxing and Mixed Martial Arts Pick the Bout Props:** For all “Pick the Round” propositions, if the length of the bout is changed from that posted all wagers are deemed “no action” and refunded.
  - 5. Boxing and Mixed Martial Futures Props.** Wagering on which fighter will be a weight classes champion on a specific date will be determined using the governing body’s official source. Interim champions do not count for settlement purposes. If the title is vacated on the designated date then all wagers will be refunded. All fighters will be deemed as action regardless if they competed in that weight division or not.
- VIII. Football –** The Oneida Casino Sportsbook will not offered any wagers on NFL games that fall within the following categories: (a) based on officiating or officials (e.g., penalties, replay results, officiating assignments); (b) pre-determined outcomes directly related to on-field competition (e.g. whether the first play of the game will be a run or a pass, roster/personnel decisions, but not, for clarity, prop bets unrelated to on-field competition (e.g., Gatorade color)); and (c) based on outcomes inherently 100% determinable by one person in one play (e.g. play to miss a field goal attempt (but not, for clarity, markets such as

“Will Player X lose a fumble?”; “Will Quarterback throw an interception?”; “Will both kickers miss a field goal attempt?” (which are not 100% determinable by one person) or “Will Player X have more or less than Y passing/rushing/receiving yards?” (which is not inherently determinable on one play), unless such markets under category (c) are intermittently offered solely in-play on a “next play” basis.

- A. **Date/Site Changes.** Football games and any games/events not specifically listed must be held within one week of the originally scheduled date and location to be considered action unless otherwise noted in the specific sports rules section or the inventory game page within the mobile application or web browser application.
- B. **Minimum Length of Play.** For wagering purposes, unless otherwise stipulated in individual Football sports wager rules, Pro and College Football results are official after 55 minutes of play. Oneida Sportsbook does not recognize suspended games (after they have met the minimum time or length requirement specified in the specific sports rules), protests, or overturned decisions for wagering purposes.
- C. **Pre-Game Football Wager Rules.** Football wagers are accepted in the following manner:
  1. **Point Spread:** A wager in which a bettor “takes” or “lays” a specified number of points. The team wagered must “cover” the point line for the wager to be deemed a winner. Overtime periods are counted in the final score.
  2. **Money Line:** A wager in which the bettor “takes” or “lays” a specified price. The team wagered must win the game for the wager to be deemed a winner. Overtime periods are counted in the final score.
  3. **Total Points:** A wager on whether the total number of points scored in a game is over or under a specified number. Overtime periods are counted in the final score.
  4. **First Half:** Wagers on the first half will be decided by the score at the end of the first half. If a game does not go the entire first half, all first half wagers will be refunded. Once the first half has been completed, all wagers on the first half will stand regardless of the length of the remainder of the game.
  5. **Second Half:** Wagers on the second half will be decided based on points scored in the second half. If the entire second half is not played to its completion; all Second Half wagers will be refunded. Overtime periods are counted in the Second Half score and considered official regardless of the length or suspension of the overtime period.
  6. **Quarters:** Wagers on any specified quarter will be decided based on points scored in that specified quarter only. Specified quarters must be played to their completion or the wager will be refunded. Once a specified quarter is completed, that specified quarter wager will stand regardless of the length of the remainder of the game. Fourth quarter wagers do not include overtime periods unless otherwise stated.
  7. **Team to score first:** Settled on the first score of the game. Bets stand even if game is not completed. Overtime counts.
  8. **Team to score last:** Settled on the last team to score. Game must be completed. Overtime counts.

**9. Highest Scoring Quarter:** Bet on which quarter will produce the most points. Dead heat rules apply. Game must be completed for bets to stand.

**10. Race to x points:** Winner being the team who reaches the specified points tally first. Should neither team reach the total, and a 'Neither' option is not offered, then bets on that market will be refunded.

**11. Touchdown Scorers:**

**a)** These rules apply for First/Last/Anytime/Next/First Team Touchdown Scorer markets. In the event of an abandoned game, bets stand on scores that have taken place already, overtime counts for these markets. The touchdown scorer is the player who scores a touchdown by advancing the ball into the opponent's end zone (i.e. not the passing player). Bets are void on players that are not listed as active by the relevant American Football governing body.

**b)** In the event of a wagering tie, the straight wager is considered "no action" and wager is refunded if no tie option was offered. Parlays reduce to the next lowest number of teams.

**D. Football Prop Rules.** Various unique wagers may be offered from time to time, called proposition bets. When wagering proposition bets, unless stated otherwise, overtime does count for settlement of wagers.

**1. Football Game Props**

**a)** All time-based props will be settled as per the official scoring time listed on the official league source box scores. Scores exactly on the quoted time count as 'Yes' for settlement. For example, a score with exactly 02:00 on the clock will be settled as 'Yes' on the 'Will there be a score in the final 2 minutes?' prop bet.

**b)** Any turnover proposition does not include a 'Turnover on Downs' and only includes Fumbles and Interceptions.

**c)** All penalty props are based upon accepted penalties only. Declined or off-setting penalties are not included for settlement purposes.

**d)** Coach challenge props only include a challenge initiated by the coach throwing a red flag. Prop does not include booth reviews.

**e)** 4th Down Conversion props do not include 1st downs awarded by penalty.

**f)** Sacks props are settled as per the official league source. Includes 0.5 sacks awarded, however for props such as 'Player to record a sack in the game', the player must record at least one total sack (1.0) for 'Yes' to be settled the winner.

**2. Football Player Props.** For all player props the players must be listed as active by the official league source for bets to have action. Bets will be refunded on wagers where one or both players are listed as inactive. An exception to this rule is for Quarterback prop markets as these require that the players in question must be starters for bets to have action. Passing yardage props are settled as per gross passing yards.

**E. NFL Draft.**

**1.** All markets will be settled in accordance with official information available on nfl.com.

2. Markets relating to a player's position will be settled in accordance with official information available on nfl.com. In instances where nfl.com uses different terminology for a position then in the positional markets offered (i.e. nfl.com refers to a player as an EDGE instead of a Linebacker), Oneida Sportsbook will use reasonable discretion to settle the market based upon information gathered from other reliable sources. Oneida Sportsbook will not take into consideration post-draft positional changes.
  3. Wagers on Over/Under draft position are settled based on when a team selects that player. Should a player go undrafted, Over/Under markets will be settled by assigning the next number after the last player drafted.
  4. Round in which player is drafted wagers will be void should a player go undrafted, unless 'undrafted' is an option offered in the betting market.
  5. Wagers on any players who subsequently withdraw their eligibility for that year's draft will stand. Should a player who is not listed in any market be the winning selection, all bets on that market stand. All markets involving listed players are offered with others available on request.
  6. Wagers on which team will draft a player are settled on the team who officially draft that player as listed on nfl.com. Any previous or subsequent trades will not be taken into consideration for settlement.
  7. Mr. Irrelevant is the term associated with the last player drafted in the final round.
- F. Football Futures.** Football season long futures are unique wagers which will be offered from time-to- time. For all season-long match bets and division betting, all bets stand regardless of team re-location, or a change to a team name, season length or playoff format. Unless stated otherwise, team(s) must play in all of their scheduled regular season games for bets to have action. For awards, the official decision made by the governing body on the day the award winner is announced will be final. Any subsequent changes at a later date will not count for betting purposes.
- G. Football Futures List**
1. **Pro Football Championship Odds.** Wager on which team will win the season-long championship.
  2. **Division of Winning Team.** Wager on which division the winner originates from.
  3. **Conference of Winning Team.** Wager on which conference the winner originates from.
  4. **State of Winning Team.** Wager on which state the winner originates from.
  5. **Name the Finalists.** Which two teams will meet in the Championship Game. Should no game take place, all bets are refunded.
  6. **Exact Outcome.** Which team will win, and who will they beat in the championship game. Should no game take place, all bets are refunded.
  7. **#1 Seed.** Team to be the #1 seed at the end of the regular season. Team must play all regular season games for the wager to have action.

**8. Football Division and Conference Futures.**

a) Division Winner markets will be settled on who finishes top of the relevant division after the conclusion of the Regular Season. If two or more teams have the same regular season win record then ties will be broken using the governing organization's official rules to determine outright winner. Conference Winner will be settled on team's performance in the playoffs.

b) Regular season records do not count. If there is a change to the post season structure whereby a Conference Championship is not possible, or called early, Conference Winner will be settled on the team that advances to the Pro Football Championship from that Conference.

**9. Pro Football Conference Odds.** Wager on which team will win the conference.

**10. Pro Football Divisional Odds.** Wager on which team will win the division.

**11. Pro Football Division Finishing Position.** Wager on the exact position a named team will finish within their division. Team must play all regular season games for the wager to have action.

**12. Football Player Futures.** For all player vs. player match bets, both players must be active in Week 1 for bets to have action.

**13. Player Season Specials.** Bet on season performances for named individual players – Total Passing Yards, Rushing Yards, Receiving Yards, Tackles, Sacks, Interceptions, Catches, Passer Rating etc. Player must be active Week 1 of the regular season for bets on their individual performances to stand, else bets are refunded. Wagers are available on who will achieve the most for each stat listed above. Players are not required to be active Week 1 for these.

**14. Pro Football Awards.** Wager on which player will win the named Award – AP MVP, Offensive Rookie of the Year, Defensive Rookie of the Year, Offensive Player of the Year, Defensive Player of the Year, Comeback Player of the Year, Coach of the Year.

**15. Pro Football Regular Season Wins.** Wager on the number of regular season wins made by a team. Team must play all regular season games for the wager to have action.

**16. Head to Head Regular Season Team Wins.** Wager on the number of regular seasons wins made by one team vs. another team. Team must play all regular season games for the wager to have action.

**17. Team Season Specials.** Wager on team specific specials – total yards gained, total TDs scored, exact total wins, record after x games etc. Team must play all regular season games for the wager to have action.

**18. College Football Championship.** Wager on which team will win the championship.

**19. College Football Conference.** Wager on which team will win the Conference.

**20. College Football Division.** Wager on which team will win the Division.

**21. College Football Heisman Winner.** Wager on which team will win the Heisman Trophy.

**22. College Football Regular Season Wins.** Wager on the number of regular season wins made by a team. Team must play all regular season games for the wager to have action.

**H. Live Football Rules.**

1. In case of any delay (rain, darkness...), all markets remain unsettled and the trading will be continued as soon as the match continues.
2. Markets do not consider overtime unless otherwise stated.
3. In case of abandoned or postponed matches, all markets are considered cancelled unless the match continues in the same NFL weekly schedule (Thursday-Wednesday local stadium time).
4. **Points Spread- Winner with Handicap in .5 increments (Away, Home)**
  - a) Game – Includes overtime
  - b) Reg – Only points during regular time are considered
  - c) 1st Half – Only points scored during first quarter and second quarter are considered
  - d) Q1-Q4 – Only points scored in the specific quarter are considered
5. **Total – Game Total (Over, Under)**
  - a) Game – Total points scored by both teams, includes overtime
  - b) Reg – Only points during regular time are considered
  - c) 1st Half – Only points scored during first quarter and second quarter are considered
  - d) Q1-Q4 – Only points scored in the specific quarter are considered
6. **Money Line- Winner (Away, Home)**
  - a) Game – Includes overtime
  - b) Reg – Only points during regular time are considered
  - c) 1st Half– Only points scored in the first half will be considered
  - d) Q1-Q4 – Only points scored in the specific quarter are considered
7. **Three Way- Outcome (Away, Home, Draw)**
  - a) Reg – Which team will win the game, no overtime
  - b) 1st Half – Which team wins the first half
8. **Will be OT – Will there be overtime (Yes, No).** Will there be overtime in this game
9. **Win Margin- Predefined Range of Points team wins by (XXXXXX).**  
Game – Includes overtime
10. **Point Rave- First Team to Score X PTS in Game (Away, Home)**
  - a) Including Overtime
  - b) Which team will score X points in the game first (for example: Current score is 20-19, then the home team reached 20 points first).
  - c) If a game ends before any team reaches X points, this market is considered cancelled
11. **Next to Score – Which Team will Score Next? (Home, Away, Neither)**
  - a) Game – Including overtime
  - b) 1st Half – Only points scored in first half will be considered
12. **Next Score Kind– How will next point be scored (TD, FG, Safety, None).** Game – includes overtime
13. **Odd Even- Final Combined Score will be (Odd, Even)**



- a) Game – Including Overtime
- b) 1st Half – Only points scored during first half are considered

## IX. Golf

- A. **Date/Site Changes.** In the event of a tournament being postponed, rearranged or moved to a different course, all bets will stand.
- B. **Minimum Length of Play.** In the event of a tournament being shortened or otherwise affected due to weather conditions, all bets other than those placed after the last completed round will stand provided at least 36 holes or all originally scheduled holes have been played and a trophy has been awarded. Those placed after the last completed round will be refunded. This does not apply when a tournament is played over more than one course and in this instance all players must have played the same rotation, otherwise all bets will be refunded.
- C. **Golf Wagers.** All winning bets will be settled at the prices shown at the time the bet was accepted. Bets will be settled at the place terms on offer when the bet was placed.
- D. **Hole Winner Markets:** Winning bets must predict which of the quoted players will win the hole. In 3-way player markets, dead heat rules apply. In 2-way player markets, the tie will also be offered, and this will win if they both score the same score on the hole. If a player withdraws on a hole, the other player(s) will be deemed the winner regardless of their score on the hole but provided they complete the hole.
- E. **Make/Miss the cut:** Bets will be refunded for any player who does not start the tournament. If a player withdraws at any stage after starting the tournament, bets will be settled as losers.
- F. **Match play:** Winning bets must predict the winner of a match play match. In team events, final day singles will be settled on the official result. In a match play tournament, the winner will be the player progressing to the next round or becoming the tournament winner.
- G. **Match play Winning Margin:** Winning bets must predict the winning margin in the relevant match play event. The official result counts for settlement purposes.
- H. **Mythical 2/3 Balls:** The winner will be the player who shoots the lowest score in the specified round. If all players do not start the round, bets will be refunded. If a player withdraws or is disqualified during the specified round, the other player will be deemed the winner. If all players withdraw or are disqualified during the specified round then bets will be refunded.
- I. **Player Hole Scores:** Winning bets must predict the number of shots it takes for a player to complete a specified hole. Prices are for a player to achieve a certain score such as Birdie, Bogey, Albatross, Eagle etc. on a particular hole, e.g. First Hole bets will be settled on the score of the first hole of the course (flag number 1). For example, if Tiger Woods teed off on Hole 10 to start his round the bet would not be settled on Tiger Woods first hole played it would be when Tiger Woods finishes playing the first hole on the course (flag number 1). If a player fails to complete a hole for whatever reason, bets will stand provided that the hole is completed on a subsequent day. If there is no opportunity to complete

the hole, all bets will be refunded. If a player withdraws whilst playing the specified hole, all bets will be refunded.

- J. Round Leader Markets:** Bets will be settled after the specific round has been completed. Dead heat rules apply.
- K. Tournament Prices:** Winning bets must predict the winner of the tournament. If a playoff is required to determine the tournament winner, the winner of the playoff will be deemed the tournament winner. In the event of a shared win, the operator reserves the right to settle as they see fit based on all available evidence. Dead heat rules apply for all placings in a tournament.
- L. Tournament Group Betting:** Winning bets must select the player who achieves the highest tournament placing from a selected group. In the event of any player in the group not teeing off, bets will be refunded. Players missing the cut will be eliminated unless all of the players in the group miss the cut. If this occurs the lowest score at that stage will determine the winner. Dead heat rules apply if two or more players are tied at the end of the tournament, unless the result is determined by a playoff in which case the playoff winner is considered the group winner.
- M. Tournament Match Bets:** Winning bets must select the player with the lowest score at the end of the tournament, provided that 36 holes have been played in a 72-hole tournament. If both players finish on the same score, 'Tie' is the winner, regardless of whether the two players involved subsequently contest a playoff. Both players in a match bet must tee off for bets to stand. In a tournament played on a combination of courses, all bets will be refunded if the players do not complete the same itinerary of courses. If one player misses the cut, the other player will be deemed to be the winner. Where both miss the cut, the player with the lowest score after the cut has been made is deemed the winner. If one player is disqualified or withdraws before the cut is made or after both players have made the cut, the other player will be deemed the winner (even if the other player does not make the cut). If a player is disqualified or withdraws in the rounds after the cut, when his/her opponent has already missed the cut, the disqualified player will be deemed the winner. If both players withdraw or are disqualified before the cut, all bets are refunded. The same applies if this happens to them both after they have made the cut.
- N. To hit the fairway:** This market is settled on the finishing position of the golf ball after the tee shot. Official sources will be used for settlement. If no official result can be determined via these sources or TV pictures, bets will be refunded.
- O. To Finish Last:** Winning bets will predict who will finish last in the tournament. Any bets placed on players who withdraw before all scheduled holes are completed will be settled as losing bets. If there is a tie for last place, dead heat rules will apply.
- P. Top 5/10/20:** Bets will be refunded on any player that does not start a tournament. If a player starts and then withdraws for any reason, bets will be losers.
- Q. Top Nationality Markets:** Only the players listed within these markets count. Bets on non-runners will be refunded.

- R. **Yearly Order of Merit/Official Money List Winner:** Winning bets must predict the winner of the Order of Merit/Official Money List at the end of the season. Settlement is determined following the last counting tournament and will not be affected by any subsequent enquiries or alterations.
  - S. **18-Hole/36-Hole Match Bets:** Winning bets must predict the player with the lowest score over 18/36 holes. If both players finish on the same score, 'Tie' will be the winner, regardless of whether the two players involved subsequently contest a playoff. Both players in a match bet must tee-off for bets to stand.
  - T. **2-Ball/3-Ball Betting:** Winning bets must select the player with the lowest score over the specified number of holes. In the event of any player not teeing off, all bets will be refunded. Once a player has teed off, all bets will stand regardless of whether they subsequently withdraw or are disqualified from the tournament. If a price is offered for the 'Tie' in 2-ball betting, a tied score will result in 'Tie' being declared the winner. If a price is not offered for the 'Tie', all bets will be refunded. Bets will normally be offered based on player pairings or groups in the tournament. In the event of a 2 or 3 ball being rearranged, bets will be settled on the original pairings. Dead Heat rules apply to all 3-ball betting.
  - U. **Bogey Free Round.** Bets will be losers if the player scores a bogey or worse on any hole.
  - V. **Golf Futures.** Oneida Sportsbook will void and refund any future wager on a specific player if that player withdraws before the start of the event. Once a player tees off on the first hole all future wagers on that specific player will stand.
- X. **Hockey**
- A. **Date/Site Changes.** Regular season Hockey games must be played on the scheduled date/location (location is a geographical area or city, but not restricted to a specific arena or venue) to be considered action unless otherwise noted in the specific sports rules section or the inventory game page within the mobile application or web browser application.
  - B. **Minimum Length of Play.** For wagering purposes, unless otherwise stipulated in individual Hockey sports wager rules, results are official after 55 minutes of play for US Pro Hockey and 60 minutes of play for non-US Hockey.
  - C. **Pre-Game Hockey Wager Rules.** Hockey wagers are accepted in the following manner:
    - 1. **Puck Line:** A wager in which a bettor “takes” or “lays” a specified number of goals. The team wagered must “cover” the goal line for the wager to be deemed a winner. Unless otherwise specified as “Regular Time” on the individual market, overtime periods are counted in the final score. In the event of a shootout, the winner of the shootout will have one (1) goal added to its score and one goal will be added to the game total, regardless of the number of shootout goals scored
    - 2. **Money Line:** A wager in which the bettor “takes” or “lays” a specified price. The team wagered must only win the game for the wager to be deemed a winner. Unless otherwise specified as “Regular Time” on the individual market, overtime periods are counted in the final score. In the event of a shootout, the

winner of the shootout will have one (1) goal added to its score and one goal will be added to the game total, regardless of the number of shootout goals scored.

**3. Total Goals:** A wager on whether the total number of goals scored in a game is over or under a specified number. Unless otherwise specified as “Regular Time” on the individual market, overtime periods are counted in the final score. In the event of a shootout, the winner of the shootout will have one (1) goal added to its score and one goal will be added to the game total, regardless of the number of shootout goals scored.

**4. Periods:** Wagers on any specified period will be decided on goals scored during the specified period only. This wager may be a point spread and/or a money line. All specified periods must be played to their completion or the wager will be refunded. Once a specified period is completed, that specified period wager will stand regardless of the length of the remainder of the game. Third Period wagers do not include overtime periods.

**5. Team to score first:** Settled on the first score of the game. Bets stand even if game is not completed. Overtime counts.

**6. Team to score last:** Settled on the last team to score. Game must be completed. Overtime counts.

**7. Highest Scoring Period:** Bet on which period will produce the most goals. Dead heat rules apply. Game must be completed for bets to stand.

**8. Race to x goals:** Winner being the team who reaches the specified goals tally first. Should neither team reach the total, and a ‘Neither’ option is not offered, then bets on that market will be refunded.

**9. Hockey Props.** Various unique wagers may be offered from time to time, called proposition bets. When wagering proposition bets, unless stated otherwise, overtime does count for settlement of wagers.

**10. Hockey Player Props.** Players do not have to start for action but must play for action. If a player does not take any part in a game, then wagers on that player proposition will be refunded. Player prop wagers do include overtime, but not shootouts unless otherwise specified.

**11. Hockey Futures.** Hockey season long futures are unique wagers which will be offered from time-to-time. For all season long match wagers and division betting, all wagers stand regardless of team relocation, or a change to team name, season length or playoff format. Unless stated otherwise in the market, team(s) must play in all of their scheduled regular season games as determined by the league’s governing body at the start of the season for wagers to have action. If team(s) do not compete in all scheduled games then wagers will be refunded, except for those wagers which have been unconditionally determined. For awards, the official decision made by the governing body on the day the award winner is announced will be final. Any subsequent changes at a later date will not count for betting purposes.

**a) Division of Winning Team.** Wager on which division the winner originates from.

**b) Conference of Winning Team.** Wager on which conference the winner originates from.

- c) **State of Winning Team.** Wager on which state the winner originates from.
- d) **Country of Winning Team.** Wager on which country the winner originates from.
- e) **Name the Finalists.** Which two teams will meet in the Championship Series. Should no series take place, all bets are refunded.
- f) **Exact Outcome.** Which team will win, and who will they beat in the named series. Should no series take place, all bets are refunded.
- g) **#1 Seed.** Team to be the #1 seed at the end of the regular season.
- h) **Double Chance.** Wager on whether either of the two named teams will be declared the winner for the named market.
- i) **Hockey Division and Conference Futures.** Division Winner markets will be settled on who finishes top of the relevant division after the conclusion of the Regular Season. If two or more teams have the same Regular Season win record, then ties will be broken using the governing body's official rules to determine an outright winner.
- j) **NHL Division Finishing Position.**
  - (1) Wager on the exact position a named team will finish within their division.
  - (2) Conference Winner markets will be settled on team's performance in the playoffs. Regular season records do not count. If there is any change to the post season structure whereby a Conference Finals Series is not possible, or called early, Conference Winner will be settled on the team that advances to the NHL Finals from that Conference.
  - (3) For Playoff Series Winner, the team that advances to the next round is deemed the winner.
  - (4) Wagers for all other markets are refunded if the required minimum number of games (according to the respective governing organizations) are not completed, or the number of games changes.

**12. Hockey Grand Salami Prop.** The Ice Hockey Grand Salami will be decided by adding up all the scores for the games scheduled for that particular day using official league sources. All games must be completed for action. Goals scored in overtime are included.

**D. Live Hockey Rules,**

- 1. All markets (except period, overtime and penalty shootout markets) are considered for regular time only, unless it is mentioned in the market.
- 2. If a match is interrupted and continued within 48 hours after initial start, all open bets will be settled with the final result. Otherwise all undecided bets are considered cancelled.
- 3. If a match is interrupted or postponed and is not continued within 48 hours after initial start date, betting will be cancelled.

**E. Money Line- Winner (Away, Home)**

- 1. Game – Includes overtime

2. Reg – Regulation only; If match ends in a draw after regulation, all bets are considered cancelled
  3. P1-P3 – Only Goals scored in the specific period are considered
  4. Pen – Which team will win penalty shootout; Only goals during penalty shootout are considered
- F. Total- Total Goals scored by Both Teams (Under, Over)**
1. Game – Includes overtime
  2. Reg – Only goals scored in regulation are considered
  3. P1-P3 – Only goals scored in the specific period are considered
- G. Points Spread- Winner with Handicap in .5 Increments (Away, Home)**
1. Game – Includes overtime
  2. Reg – Only goals during regular time are considered
  3. P1-P3 – Only goals scored in the specific period are considered
- H. Three Way – Outcome (Away, Home, Draw)**
1. Reg – Which team will win the game, no overtime
  2. P1-P3 – Which team wins the specific period
- I. Win Rest – New Game (Away, Home, Tied)**
1. Reg – Which team will score more goals in the remaining time; Not including overtime
  2. P1 – Which team will score more goals in the remaining time of the first period
  3. P2 – Which team will score more goals in the remaining time of the second period
  4. OT – Which team will score more goals in the remaining overtime
- J. Match and Total- Match and Total (Team and Total Parlay)**  
Reg – No overtime
- K. Next Goal- Next Goal Scored (Away, Home, No Goal Scored)**
1. Game – Which team scores next goal in entire game
  2. Reg – Which team scores next goal; Regulation Only
  3. P1-P3 – Only goals scored in specific period are considered
  4. OT – Only goals scored in overtime are considered
  5. Pen – Only goals scored in the penalty shootout are considered
- L. Away Total- Total Goals Scored by Away Team (Over, Under)**
1. Game – Includes overtime
  2. Reg – Only goals scored in regulation are considered
  3. P1-P3 – Only goals scored in the specific period are considered
- M. Home Total- Total Goals Scored by Home Team (Over, Under)**
1. Game – Includes overtime
  2. Reg – Only goals scored in regulation are considered
  3. P1-P3 – Only goals scored in the specific period are considered
- N. Away Goals- Exact Number of Goals Scored by Away Team (0,1,2,3+)**
1. Game – Includes overtime
  2. Reg – Only goals scored in regulation are considered
  3. P1-P3 – Only goals scored in the specific period are considered
- O. Home Goals- Exact number of Goals Scored by Home Team (0, 1, 2, 3+)**
1. Game – Includes overtime



2. Reg – Only goals scored in regulation are considered
  3. P1-P3 – Only goals scored in the specific period are considered
- P. Exact Goals- Exact Number of Goals Scored by Both Teams (0-1, 2, 3... 9+)**
1. Game – Includes overtime
  2. Reg – Only goals scored in regulation are considered
  3. P1-P3 – Only goals scored in the specific period are considered

## **XI. Soccer**

### **A. Date/Site Changes.**

1. Soccer games must be played on the scheduled date and location (location is a geographical area or city, but not restricted to a specific arena or venue) to be considered action unless otherwise noted in the specific sports rules section or the inventory game page within the mobile application or web browser application. A club team playing a European competition is classed as playing at Home if the event is moved from the club's usual ground to a ground within their national boundaries, e.g. when Tottenham Hotspur played their Champions League home games at Wembley Stadium.
2. Oneida Sportsbook will always try to identify matches played at a neutral venue. For matches played at a neutral venue (whether indicated or not), bets will stand regardless of which team is listed as the home team. If an official fixture lists different team details to our scheduled match, then bets will be void, e.g. Reserves/U21s/Development team. This does not apply to instances where Oneida Sportsbook lists a scheduled match without the term 'XI' in the team name or Club Friendlies where all bets stand regardless of the players used to complete regular play, whereby prices are subject to fluctuation. If there is a change of venue, all bets will be deemed void.
3. Specific extra time bets will stand regardless. This is defined as any scheduled period of play, normally two halves of 15 minutes, between the end of regular play and the end of the game. Hence, if any other time period is played these bets will be settled accordingly regardless of the periods played (e.g. 2 halves of 10 minutes).

### **B. Minimum Length of Play**

1. For wagering purposes, unless otherwise stipulated in individual Soccer sports wager rules, results are official after 90 minutes of play plus injury time.
2. Abandoned matches: Any scheduled match abandoned before the completion of regular play will be refunded, except for all bets where the outcome has already been determined at the time of abandonment. If a match commences but for whatever reason, including any suspension of play, does not conclude on the same day (local time), all bets on that match will be deemed void except where settlement has already been determined. For example, where the first goal has been scored by a named player, the First Goalscorer and Time of First Goal markets, amongst others, will stand. Where the match is concluded on the same day that it commenced (local time), all bets will stand, regardless of any suspension of play.
3. Suspended matches: Bets on any scheduled match suspended before the completion of regular play will be refunded if the match is not restarted on the same day (local time) and played to completion, even if the governing body

declares the result of the shortened match to stand for competition purposes. Bets on which the outcome has already been determined at the time of suspension will stand. For example, where the first goal has been scored by a named player, the First Goalscorer and Time of First Goal markets, amongst others, will stand. Where the match is concluded on the same day that it commenced (local time), all bets will stand, regardless of any suspension of play.

Example:

Real Madrid v Barcelona is 1-0 and is suspended due to a crowd disturbance after 47 minutes. Match does not continue on same day but is played to a conclusion (48-90) a week later. Any bets already determined are settled eg First Goalscorer, Half-Time, First Goal etc. All other bets are refunded.

Real Madrid v Barcelona is 1-0 and is suspended due to a crowd disturbance after 47 minutes. Match continues 2 hours later on same day and is played to a conclusion (48-90). All bets are settled as normal.

4. Postponed matches: For any cancelled or postponed match, any bets struck prior to the scheduled kick-off will be refunded. All bets stand on any match that is delayed prior to the scheduled kick-off time and takes place on the same day. Matches played in a tournament finals, e.g. World Cup Finals, European Championship Finals, or Copa America Finals (but not qualifiers for these finals) will not be void if postponed and will stand for the new date they are played.

#### C. Pre-Game Soccer Wager Rules

1. **90-Minute:** Wager is on the outcome of a soccer match, determined on the score at the end of 90 minutes of play PLUS any time the referee adds to compensate for injuries and other stoppages. 90-Minute wagers do not include periods of extra time or penalty shootouts. If a match takes place but is not completed as advertised (e.g. it is not a 90-minute match or is split into three periods, rather than two), all bets in the match will be refunded. If any team starts a match with less than 11 players, all bets on that match will be refunded. If a match is postponed or cancelled, any bets placed prior to the scheduled start of the match will be refunded.

2. **To Advance/To Lift the Trophy:** Wager on a team in a soccer match to advance to the next level or round of competition. Wagers will be decided on the score at the referee's final whistle at the match's natural conclusion, whether the match is decided in regular time, extra time or in a penalty shootout.

3. **Three Way:** A wager in which there are three (3) possible outcomes in a soccer match. If the wagering offer on a match includes the draw as a third option and the match ends in a draw, wagers on the draw will be paid, while wagers on both teams will lose. Three Way wagers will be decided on the score after 90 minutes of play and any time the referee adds to compensate for injuries and other stoppages.

4. **First/Last Goalscorer:** A wager on which player will score first/last in a soccer match. Wagers are refunded on player who does not take part in the match or who comes on as a substitute after the first goal has been scored. Own goals do not count for first goalscorer bets and are ignored for settlement purposes. For Last Goalscorer wagers and wagers for a player to score 2 and 3 or more goals, all

players taking part at any point of the match are deemed to have played for the purposes of Last Goalscorer bets, irrespective of whether they were on the field at the time the last goal was scored.

**5. Double Result:** A wager on the result at half-time and full-time (i.e. at the end of 45 minutes plus injury time and 90 minutes plus injury time). Wagers will be refunded if the match is abandoned prior to the completion of 90 minutes play plus injury time.

**6. Spread and Total:** Bets settled on outcome of the period the markets relate to. If the outcome is exactly equal to the betting line, then bets will be refunded.

**7. Total Goals Odd/Even:** Resulted on the score at the end of regulation. No goals counts as even in this market.

**8. Penalty Shootout Winner:** Wager on the outcome of the Penalty Shootout. Should a shootout not take place, then bets will be refunded.

**9. Correct Score:** Wager on the final score. The match must be completed or else bets will be refunded.

**10. Double Chance:** Wager on whether either of the two named teams will be declared the winner for the named market.

**11. Team to score first:** Settled on the first score of the game. Bets stand even if game is not completed. Any periods of extra time do not count.

**12. Team to score last:** Settled on the last team to score. Game must be completed.

**13. Highest Scoring Half:** Bet on which half will produce the most goals. Dead heat rules apply if tie is not an option. Game must be completed for bets to stand.

**14. Race to x goals:** Winner being the team who reaches the specified goals tally first. Should neither team reach the total, and a 'Neither' option is not offered, then bets on that market will be refunded.

**15. Top Goalscorer/Top Team Goalscorer:** A wager on the player to be the top goalscorer in a tournament, league or cup. All wagers are action in a tournament provided the player is named in the playing squad and has the opportunity to play in the named tournament. If more than one player finishes on the same number of goals, then dead heat rules will apply. Goals scored in penalty shoot-outs do not count. Wagers placed on a player to be top Goalscorer in a given league are based on regular season games only and do not include play-offs.

**16. Time of First Goal:** Wagers on the time of the first goal in a match. The 1st minute of the game is considered to be from the 1st second to the 59th second. The 2nd minute is from 1 minute to 1 minute 59 seconds. If a goal is scored in injury time of first half, the winning selection will be the 41-50 min bracket. If the goal is scored in injury time of the second half, the winning selection will be the 81-90 minute bracket.

**17. Team to Qualify for Next Round:** If a game offered within a specific round of a competition is postponed, 'Team To Qualify' bets still stand, irrespective of the length of the delay. If a team qualifies for the next round but no match is played (opposition withdraws/is disqualified), all bets on the To Qualify market will be void. When a price is quoted for a team to qualify for the next

round of a given tournament over two legs, bets placed on that market will be settled immediately on completion of the second match based upon the events that occur during both matches. This will include normal time, injury/stoppage time added on by the match official at the end of normal time, extra time, away goals if applicable, and penalty shoot-outs; should the tie progress as such. Matches where one leg of the tie is no longer played at the venue advertised, bets will stand as long as the venue remains in the same country and is not switched to the opponent's ground/another country. Should this occur, all bets will be void. Matches originally set to be played in a Neutral country will stand if moved to another country. If a tie is reduced from 2 legs to 1 leg, then all Team to Qualify bets will be deemed void.

**18. Bookings and Cards:**

**a)** All Cards/Bookings wagers are based on cards shown during regular play only. The following cards will not apply for betting purposes: cards that take place in extra time; cards cancelled by the referee during the match; cards shown to non-active players; cards shown before the kick-off or after the final whistle; and cards shown between the final whistle of regular time and the start of extra time. Cards shown during the half-time interval count towards second-half and full-time markets. For all markets relating to booking points, the following rules apply: a yellow card is 10 points; a red card is 25 points; however, a second yellow card is ignored such that a maximum of 35 points can be awarded per player. For all markets relating to cards, the following rules apply: a yellow card counts as 1; a red card counts as 2; however, a second yellow card is ignored such that a maximum of 3 cards can be awarded per player for betting purposes.

**b)** Tournament Cards/Bookings bets are settled on total number of bookings that occur within a specified tournament. The result from the official tournament website will be used for settlement.

- D. Soccer Futures.** Soccer season long futures are unique wagers that will be offered from time-to-time.
- E. Soccer Division Winner Futures.** For Divisional/League winner markets, wagers are settled on the final League positions at the end of the scheduled season, irrespective of what happens in any Divisional play-offs, with wagers on "Who Will Win a League" being settled on the team who lifts the trophy. Wagers will stand on any team that does not complete all its games. Season match wagers are settled on which of two teams will place highest in the league at the end of the season. If teams finish level on points, then the tie breaker used by the league (e.g. goal difference or head-to-head records) will decide the winner.
- F. Soccer Top Goalscorer Futures.** Wagers placed on a player to be the Top Goalscorer in a given league are based on regular season games only. Any goals scored in subsequent play-off games do not count for betting purposes. Once a player is named in the squad and has the opportunity to play in the league that season, wagers will stand. Wagers placed on a player to be the top scorer in a given Tournament, or to be Top Team Goalscorer in a given tournament, will stand as long as the player is named in the squad and has the opportunity to play

in the named tournament. If more than one player finishes on the same number of goals, then dead-heat rules apply (any tournament top scorer award, for example "Golden Boot" is ignored for settlement purposes). Goals scored in Extra-Time will count, but goals scored within Penalty Shootouts will not count.

**G. Live Soccer Rules.**

1. All markets (except halftime, first half markets, overtime and penalty shootout) are considered for regular time only.
2. If a match is interrupted and continued within 48 hours after initial kick-off, all open bets will be settled with the final result. Otherwise, all undecided bets are considered cancelled.
3. Regular 90 minutes: markets are based on the result at the end of a scheduled 90 minutes play unless otherwise stated. This includes any added injury or stoppage time but does not include extra-time, time allocated for a penalty shootout or golden goal.
4. Corner kicks awarded but not taken are not considered.
5. **Three Way- Outcome (Away, Home, Draw)**
  - a) Reg – Which team will win the match; Regulation only
  - b) H1 – Which team will win the first half
  - c) H2 – Which team will win the second half; Regulation only
  - d) OT – Which team will win the overtime; Does not include penalty shootout
6. **Money Line-Winner (Away, Home)**
  - a) Reg – Regulation only; If match ends in a draw after regulation, all bets are considered cancelled
  - b) Pen – Which team will win penalty shootout; Only goals during penalty shootout are considered
7. **Advance Next Round – Which Team Advances to Next Round (Away, Home).** Game – Includes overtime and penalty shootout if applicable.
8. **Win Rest- New Game (Away, Home, Draw)**
  - a) Reg – Which team will score more goals in the remaining time; Not including overtime
  - b) H1 – Which team will score more goals in the remaining time of the first half
  - c) OT – Which team will score more goals in the remaining overtime period.
9. **Next Goal- Which Team Scores Next Goal (Away, Home, No Goal Scored)**
  - a) Reg – Regulation Only
  - b) H1 – Only goals scored in first half are considered
  - c) OT – Only goals scored in overtime are considered
  - d) Pen – Only goals scored in the penalty shootout are considered
10. **Next Goal When- When will Next Goal be Scored (Time Intervals).** Reg – Settled on the time when the goal is scored; 15:01 counts as 16-30; 31-45 and 76-90 include any injury time; The time which is displayed on TV is considered, if not available the time when the ball crosses the goal line is considered and will be settled based on the time clock shown on TV.

- 11. Asian Handicap- Winner with Handicap in .25 Increments (Away, Home)**
  - a) Quarter handicaps split the bet between the two closest half intervals. For example, a \$1000 bet on a handicap of +.75 is the same as \$500 on +.5 and \$500 on +1. The bet is automatically split between the two. The player can win, tie, or lose, each half.
  - b) Reg – Only goals during regulation time are considered
  - c) H1 - Only goals during the first half are considered
- 12. Total- Total Goals Scored by both Teams in .5 Increments (Over, Under)**
  - a) Reg – Only goals during regulation time are considered
  - b) H1 – Only goals during the first half are considered
  - c) H2 – Only goals during the second half are considered
  - d) OT – Only goals during overtime are considered
- 13. Asian Total- Total Goals by both Teams in .25 Increments**
  - a) Quarter handicaps split the bet between the two closest half intervals. For example, a \$1000 bet on a handicap of +1.75 is the same as \$500 on +1.5 and \$500 on +2. The bet is automatically split between the two. The player can win, tie, or lose, each half.
  - b) Reg – Only goals during regulation time are considered
  - c) H1 – Only goals during the first half are considered
- 14. Away Total- Total Goals Scored by Away Team (Over, Under).** Reg – Total goals scored by away team in the game
- 15. Home Total- Total Goals Scored by Home Team (Over, Under).** Reg – Total goals scored by home team in the game
- 16. Match and Total- Match and Total (Team and Total Parlay).** Reg – No overtime
- 17. Correct Score- Exact Final Score (Away Team Winning Score, Home Team Winning Score).** Reg – No Overtime
- 18. Exact Goals- Exact Number of Goals Scored by Both Teams (0-1, 2, 3, 4, 5, 6+)**
  - a) Reg – Only goals scored in regulation are considered
  - b) H1 – Only goals scored in the first half are considered
- 19. Away Goals- Exact Number of Goals Scored by Away Team (0, 1, 2, 3+)**
  - a) Reg – Only goals scored in regulation are considered
  - b) H1 – Only goals scored in the first half are considered
- 20. Home Goals- Exact Number of Goals Scored by Home Team (0, 1, 2, 3+)**
  - a) Reg – Only goals scored in regulation are considered
  - b) H1 – Only goals scored in the first half are considered
- 21. How Decided- How Will the Game be Decided (Away, Home in Reg/OT/PKS).** Game – Either team can win in regulation, in overtime, or in a penalty shootout
- 22. Both Score- Will both Teams Score (Yes, No).** Reg – Regulation only



23. **Odd Even- Final Combine Score will be (Odd, Even).** Reg – Regulation only
24. **Corner Bet- Most Corners (Away, Home)**  
 a) Reg – Regulation only  
 b) H1 – Only corner kicks in first half will be considered
25. **Corner Handicap- Head to Head Handicap in .5 Increments (Away, Home)**  
 a) Reg – Regulation only  
 b) H1 – Only corner kicks in first half will be considered
26. **Total Corners- Combined Corner Kicks in .5 Increments (Away, Home)**  
 a) Reg – Regulation only  
 b) H1 – Only corner kicks in first half will be considered
27. **Corners Away- Total Corner Kicks by Away Team in Fixed Intervals (0-2, 3-4, 5-6, 7+).** Reg – Regulation only
28. **Corner Home- Total Corner Kicks by Home Team in Fixed Intervals (0-2, 3-4, 5-6, 7+).** Reg – Regulation only

## XII. Table Tennis

- A. **Date/Site Changes.** All events must take place on the scheduled calendar day (local time) otherwise, all bets on the game will be void. However, if a match in the Olympics or World Championships is postponed bets will stand providing the match is rescheduled to take place before the closing ceremony. Event(s) must take place in the same city, but not restricted to a specific venue or arena.
- B. **Minimum Length of Play**  
 1. In the event of a match not taking place or if a player/team is given a walkover, bets on that match are refunded.  
 2. In the event of a match starting but not being completed for any reason, all bets on the outcome of the match will be refunded, except for those markets that have been unconditionally determined.
- C. **Table Tennis Wagers**  
 1. **Match Winner:** Wager on who will win the match.  
 2. **Set Betting (Correct Score):** The bet refers to the correct final score in sets.  
 3. **Set Winner:** This bet refers to winner of a specific set. The respective set must be completed for bets to stand.  
 4. **Lead after x points:** Who will have most points after the listed number of points have been played. Draw will be an option and will be the winner if tied at that stage. Should Draw not be offered, and the score is tied, then bets will be refunded.  
 5. **Race to x points:** Winner being the team/player who reaches the specified points tally first. Should neither team reach the total, and a 'Neither' option is not offered, then bets on that market will be refunded.  
 6. **Who will win Nth point:** Betting on who will win the named point. Should the point not take place, bets will be refunded.  
 7. **Tournament Winner:** Team/Player to win the named tournament. Should a participant take no part in the competition then bets on them will be refunded.

Should they withdraw or be disqualified after the tournament begins, then bets on them will stand.

### XIII. Tennis

- A. Date/Site Changes.** If a match is postponed your bet will stand providing the match is rescheduled to take place before the end of the tournament. For any match played outside of a tournament format, all bets are void if the match is not played on the scheduled date.
- B. Minimum Length of Play** At least one set of the match must be completed. In the event of a tennis match not taking place, bets on this match are refunded. In the case of a walkover, if a player has completed the first set, the bets are action. If the walkover is before the first set completed, the bets are refunded.
- C. Pre-Game Tennis Wager Rules**
- 1. Match betting:** A wager on one or more specified players(s) versus one or more other specified players(s) in a designated match. If a player withdraws (retires) or is disqualified after the first set has been completed, the player progressing to the next round or who is awarded the match by the umpire will be considered the winner. If the first set has not been completed, all match bets will be refunded.
  - 2.** If a match does not reach a natural conclusion, any markets (besides match betting) that are not unconditionally determined will be refunded. In the event of a change to playing surface, venue or change from indoor court to outdoor and vice versa, all bets stand.
  - 3. Set Betting:** The full number of sets required to win the match must be completed. If a player is awarded the match prior to the full number of sets being completed, all set betting on that match will be refunded. If a match is decided by a Champions tie-break, then this will be considered the third set.
  - 4. Bet In-Play, Game by Game betting**
    - a)** A game is defined as an ordinary game (not a tie break) which is completed on the same day that it commenced.
    - b)** If a game is completed after an interruption for any reason that game shall be deemed to be complete for betting purposes.
    - c)** If a game is completed by the awarding of a penalty point by the umpire, the game shall be deemed to be complete. However, if a game is completed by the awarding of a penalty game by the umpire, the game shall be refunded, and all stakes shall be returned.
    - d)** If a player retires from a match while a game is in progress, but before that game has been completed, that game shall be deemed to be incomplete and all stakes shall be returned. Bets on a game which subsequently becomes a tie break will be settled as refunded.
  - 5. Current Set Betting:** If a player retires from a match while a set is in progress, but before that set has been completed, that set shall be deemed to be incomplete and all stakes shall be returned.
  - 6. Handicap betting:** This bet is based on the number of games each player wins in a given match. E.g. a player given a 3.5 game start on the handicap who loses 7-6, 7-6, 7-6, would be the winner for handicap betting purposes. If a player is awarded the match due to a withdrawal prior to the full number of sets being

completed, all handicap bets on that match will be refunded unless, at the time of the withdrawal, the result of the handicap betting is already determined.

**7. Total games:** Bets on the total number of games in a match will be over/under a particular number, e.g. 21.5 games. In the event of a retirement, bets will be refunded unless at the time of the withdrawal the result of the total games is already determined e.g. If a match is abandoned at 6-4 4- 4, bets on Over/Under 19.5 games or fewer in the match are settled as winners/losers respectively, since any conclusion to the match would have to have had at least 20 games.

**8. To Win / Lose First Set and Win the Match:** If either player withdraws from the match before the first set finishes, then bets will be refunded. If the first set has been completed, then the match part of the bet will be determined by the player awarded the match.

**9. Match Tiebreaks:**

**a)** In some competitions, an extended tie-break (Match Tiebreak – sometimes referred to as a “Super Tiebreak”) is played in place of a final deciding set. For settlement purposes, this Match Tiebreak will be considered as one set (for set-related markets) and one game (for game-related markets). For example, in a ‘Best of three sets’ match, if Team A won the first set 6-0, Team B won the second set 6-0 and then Team B went on to win the Match Tiebreak, then the market Set Betting would be settled as 2-1 in Team B’s favor. The market Total Games would be settled against a total of 13 games.

**b)** For tennis matches that use the Match Tiebreak (in place of a final set), in the event that the next game turns out to be a Match Tiebreak, bets on the following markets will all be settled as refunded.

**10. Game/Point Related Markets:** If the wrong player has been set as the server for any individual game (Current or Next Game) then all markets relating to the outcome of that specific game will be refunded, regardless of the result. In the event of a game not being completed, all bets on the game will be refunded with the exception of Game to Deuce if the result has already been determined.

**11. Lead after x points:** Who will have most points after the listed number of points have been played. Draw will be an option and will be the winner if tied at that stage. Should Draw not be offered, and the score is tied, then bets will be refunded.

**12. Race to x points:** Winner being the team/player who reaches the specified points tally first. Should neither team reach the total, and a ‘Neither’ option is not offered, then bets on that market will be refunded.

**13. Who will win Nth point:** Betting on who will win the named point. Should the point not take place, bets will be refunded.

**14. Tournament Winner:** Team/Player to win the named tournament. Should a participant take no part in the competition then bets on them will be refunded. Should they withdraw or be disqualified after the tournament begins, then bets on them will stand.

**15. Quarter Winner:** Team/Player to win the Quarter of the Draw they are in. Should a participant take no part in the competition then bets on them will be

refunded. Should they withdraw or be disqualified after the tournament begins, then bets on them will stand.

**16. IPTL (International Premier Tennis League) Substitute Players**

If during a set a player is substituted, ALL bets including “bet in play” will stand. If a set doesn’t start with the players indicated, all bets on that set will be refunded.

**D. Live Tennis Rules**

1. In case of a retirement or walk over of any player, all undecided bets are considered cancelled.
2. In case of a delay (rain, darkness...) all markets remain unsettled and the trading will be continued as soon as the match continues.
3. If penalty point(s) are awarded by the umpire, all bets on that game will stand
4. In case of a match being finished before certain points/games were finished, all affected point/game related markets are considered cancelled.
5. If a match is decided by a match tie-break, then it will be considered to be the third set.
6. Every tie-break or match tie-break counts as 1 game

**E. Money Line – Winner (Player1, Player2)**

1. Game – Which player will win the match
2. TSet – Which player will win the specific set
3. TGame – Which player will win the next game

**F. Total – Total games played (Over, Under)**

1. Game – Entire match
2. TSet – Specific set

**G. Which player will win games X and Y of set N (Player1, Player2, Split).**

Game – Always for the next 2 games; offered only before the first of the 2 games is started

**H. Number of Sets, Best of 3 – Exact number of sets played in match (2 Sets, 3 Sets).** Game – Best of 3 sets

**I. Number of Sets, Best of 5 – Exact number of sets played in match (3 Sets, 4 Sets, 5 Sets).** Game – Best of 5 sets

**J. Final results (Player1 Wins 2-0, 2-1; Player2 wins 2-0, 2-1).** Game – In sets, best of 3

**K. Final results (Player1 Wins 3-0, 3-1, 3-2; Player2 wins 3-0, 3-1, 3-2).** Game – In sets, best of 5

**L. Correct Score – Exact final score (Player1 Winning Score, Player2 Winning Score)**

1. TSet – Specific score for the set
2. TGame – Specific score for a specific game by set

**M. Odd Even – Total number of games played**

1. Game – Games for the entire match are considered
2. TSet – Only games of specific set are considered

**XIV. Esports**

- A. If there is a change to the scheduled number of games or maps played in the match, bets placed on this market will stand.

- B. If there is a change in the venue for a match, bets placed on this market will stand.
- C. If there is a change in the team members in the match, bets placed on this market will stand
- D. If a player participates in an official match with a different/wrong nickname bets placed on this market will stand unless it is clear that it was not the player that was supposed to play the match.
- E. If the name of a player or team has been spelt incorrectly, bets placed on this market will stand.
- F. If a match is postponed or re-scheduled, bets placed on this market will stand, provided, the match is played before the end of the competition.
- G. If a match is postponed and not played the end of the competition, bets placed on this market will be void.
- H. If a player or team is given a walkover on at least one game or map before the match starts, bets placed on this market will be void.
- I. If a player or team is given a bye into the next round before the match starts, bets placed on this market will be void
- J. If a player or team is disqualified or retires from the match, bets on this market will be settled on the player or team determined as the winner by the official rules of the respective governing body.

#### XV. Olympics

- A. **General Olympic Rules.** If an event is cancelled, all bets are void. If any event/match is postponed bets will stand providing the event is rescheduled to take place before the closing ceremony. This rule supersedes any of the individual sports' postponement rules. If a competitor or team does not start a race or tournament then bets placed on that competitor or team will be considered void and stakes will be refunded.
- B. **Final Medal Placings.** All bets on the number of medals will be settled on the official medal table at the end of the Olympic Games. Any changes made by any governing body at a later date do not count for betting purposes.
- C. **World Records and Olympic Records.**
  - 1. All bets are settled using unofficial results reported immediately after the conclusion of the event.
  - 2. All bets on the cumulative number of Olympic Records or World Records will be settled at the end of the Olympic Games.
- D. **Results**
  - 1. All bets are settled using unofficial results reported immediately after the conclusion of the event.
  - 2. In the event of more than one medal being awarded for the same position, for example there is potential for 2 bronze medals in boxing, Dead Heat Rules apply.
- E. **Olympic Wagers**
  - 1. **Team Medals:** Any medals won by a team/nation per competition count as one medal regardless of the number of team members.
  - 2. **Which country will win the most gold medals:** If two or more countries gain an equal number of gold medals, the number of silver medals will decide. If the number of medals is still equal, the number of bronze medals will decide.

3. **Which country will win the most silver medals:** If two or more countries gain an equal number of silver medals, the number of gold medals will decide. If the number of medals is still equal, the number of bronze medals will decide.
4. **Which country will win the most bronze medals:** If two or more countries gain an equal number of bronze medals, the number of gold medals will decide. If the number of medals is still equal, the number of silver medals will decide.
5. **Head to Head betting**
  - a) For markets relating to a full event, wagers are settled based on the final ranking from the official results. If there is no official final ranking, then the last successfully completed match/stage will be considered the final position. If competitors finish the event in the same position or their last successfully completed stage was the same, dead heat rules apply.
  - b) For markets involving a particular stage of a competition, all wagers are settled based on the official results at the end of that stage. If the competitors finish the stage in the same position, dead heat rules apply.
  - c) If one or more competitors do not start, all bets are void. If a competitor starts the competition but is subsequently disqualified or does not complete the competition, all bets on that competitor are settled as losing wagers. If all listed competitors start the competition but are subsequently disqualified or do not complete the competition, then all bets are void.

#### XVI. In-Play Wagers

- A. If games do not finish in their entirety, Handicap and Total “In-play” wagers will be refunded.
- B. Once an in-play wager is submitted, it will be considered “action” and will not be voided.
- C. For partial-game wagering, wagers are considered “action” upon the completion of the specified proposition.
- D. **Football**
  1. Overtime periods count towards the point line, total, and money line for full game wagers, unless otherwise specified.
  2. Ties will be refunded.
- E. **Basketball**
  1. Overtime periods count towards the point line, total, and money line for full game and second half wagers, unless otherwise specified.
  2. Ties will be refunded.
- F. **Baseball.** The event needs to go at least 8 ½ innings for the spread and totals markets to be “action”. At least 6 ½ innings for a seven-inning game
- G. **Hockey.** For In-play period wagers, the period must be played to its conclusion to have “action.”
- H. **Soccer.** Wagers for all full-game propositions are valid providing at least 90 minutes of play plus added injury time by the officials has occurred, unless otherwise specified. Extra time or penalty kicks are not included.



## ONEIDA CASINO SPORTSBOOK

## RULES OF PLAY

- I. Tennis.** Following the completion of at least 1 full set, whoever is declared the winner of the match will be considered the winner for betting purposes. For all game spreads and game totals, the match must be completed in full for these bets to have action.
- XVII. Voids/Cancellations.**
- A.** Oneida Casino Sportsbook reserves the right, at its own discretion, to declare a bet void, totally or partially, if it is obvious that any of the following circumstances have occurred:
- 1.** Bets have been offered, placed and/or accepted due to an error, which may include, but is not limited to, incorrectly posting the events, odds, wagers, and/or results.
  - 2.** Bets placed while the website was encountering technical problems, that would otherwise not have been accepted.
  - 3.** Influence Betting.
  - 4.** Syndicate Betting.
  - 5.** A result has been affected by illegal activity, directly or indirectly.
  - 6.** Wagers involved in Suspicious Transaction Reporting.
  - 7.** Any erroneous pre-game wagers accepted after the scheduled start time.
  - 8.** Any erroneous live-game wagers accepted at an incorrect price due to delayed or failing of the 'Live' coverage.
- B.** Tickets will not be cancelled or voided prior to the start of an event except as provided in this section.
- C.** Once both parties accept a wager, tickets will not be cancelled or voided after an event officially begins except as provided in this section.
- D.** Customer's may not cancel wagers at any time or for any reason without the approval of on Oneida Casino Sportsbook manager/supervisor.
- E.** Oneida Casino Sportsbook reserves the right to cancel or suspend wagering on events related to a Suspicious Transaction Report by posting notice of any such suspension/cancellation in the Oneida Casino Sportsbook.

**XVIII. Pay Charts**

Parlay Odds - Totals Included						
2	3	4	5	6	7	8
13.5/5	6.5/1	13/1	25/1	48/1	92/1	180/1
TIES REDUCE TO NEXT LEVEL						
6 Point Football Teaser Pay Table - Totals Included						
2	3	4	5	6	7	8
-125	+150	+250	+400	+600	+900	+1250
6.5 Point Football Teaser Pay Table - Totals Included						
2	3	4	5	6	7	8
-140	+140	+200	+350	+500	+800	+1100
TIES REDUCE TO NEXT LEVEL						
7 Point Football Teaser Pay Table - Totals Included						
2	3	4	5	6	7	8
-150	+120	+180	+300	+425	+650	+900
TIES REDUCE TO NEXT LEVEL						
5 Point Basketball Teaser Pay Table - Totals Included						
2	3	4	5	6	7	8
-120	+140	+200	+350	+500	+700	+1000
TIES REDUCE TO NEXT LEVEL						
5.5 Point Basketball Teaser Pay Table - Totals Included						
2	3	4	5	6	7	8
-125	+135	+190	+300	+450	+650	+900
TIES REDUCE TO NEXT LEVEL						
6 Point Basketball Teaser Pay Table - Totals Included						
2	3	4	5	6	7	8
-140	+120	+180	+280	+400	+600	+800

- A. Odds are for Football and Basketball based on -110.
- B. Max “Off the Board” payout on any parlay or teaser is 299 to 1.

**XIX. Parlays & Teasers**

**A. Parlays**

1. All parlay bets placed are subject to the sportsbook house rules that apply to each individual sport that relates to any leg of any parlay bet.
2. Off-the-board maximum off the board parlay payoff limit/Cap is 299:1.
3. A parlay bet will be reduced to the next number of teams played if any of the games result in a betting tie or if any of the games are postponed or cancelled. If this parlay consists of two team in the above situation, the remaining game becomes a straight bet.

- B. **Teasers.** In the case of any of the selections resulting in a tie the selection will be treated as a Push and the teaser will reduce to the next leg. Teaser bets are governed by the same rules as parlay bets. The only exception is the two team teaser. If one of the games result in a betting tie, there is no action and the wager will be refunded.

**XX. Mobile Wagering Accounts (When Applicable)**

- A. Account holder must be at least 21 years of age.

## ONEIDA CASINO SPORTSBOOK

## RULES OF PLAY

- B.** Oneida Casino Sportsbook posted House Rules and regulations are applicable to Mobile Wagering Accounts. House Rules are available to view in the Support area of Mobile Wagering App.
- C.** For an individual account, the patron must personally appear and provide Oneida Casino Sportsbook with valid proof of identification and social security number prior to activating an account.
- D.** Mobile Wagering Account transactions through the Mobile Wagering App cannot be accepted from any individual who does not have a valid Mobile Wagering Account in good standing.
- E.** Management reserves the right to refuse any application.
- F.** Management reserves the right to suspend an account for reasons it deems sufficient.
- G.** Management reserves the right to terminate and settle the account balance with the patron for reasons it deems sufficient.
- H.** Management shall keep all wagering account information in accordance with its privacy policy.
- I.** Only the person named and identified as the account holder for an individual account can conduct transactions on the account. No agents or representatives will be permitted to access the account. For a business entity account the designated individual(s) of the business entity may conduct transactions and be permitted access to the account.
- J.** Mobile Wagering Account transactions are accepted through the Mobile Wagering App.
- K.** Wagers placed through the Mobile Wagering App are binding when the patron verifies and confirms purchase of wager displayed on the screen.
- L.** Wagers will not be accepted if they exceed the balance in the account.
- M.** Mobile Wagering Account withdrawals and subsequent deposits made at any Casino authorized location during business hours must be signed and authorized by the account holder.
- N.** Mobile Wagering Account winnings are subject to IRS reporting and/or withholdings.
- O.** Wagers placed through the Mobile Wagering App are the sole responsibility of the account holder. Management is not responsible for unauthorized access to the account.
- P.** History of transactions placed through the Mobile Wagering App will be available for a minimum of 60-days in the My Wagers and statement pages.
- Q.** If you do not place any wagers for 18 months consecutively, your account may be suspended from play and classified as dormant. To reactivate the account, you must appear in person at any location which is available for account opening to re-validate your identity. We may close the dormant account at our own discretion at any time.
- R.** Unless otherwise stated, all rules apply to both wagers made in person and to wagers made using the Casino Mobile Wagering App.
- S.** For wagers made through the Mobile Wagering App, the terms of your wager are displayed before you tap "Place Bet," which action is deemed an acceptance of the wager terms by you. Our acceptance of the wager request is displayed in a

- confirmation message on your mobile device and can be reviewed in the My Wagers section of the Mobile Wagering App at any time.
- T. Payment of winning wagers will be made when Casino confirms and posts results. Winning wagers will be applied directly to your Mobile Wagering Account.
  - U. Wagers may only be accepted from within the approved permitted locations. Oneida Casino Sportsbook is prohibited by law from accepting wagers originating from outside the permitted locations.
  - V. Changes will automatically be updated within the Mobile Wagering App. Any changes on bet-selections will require your acceptance of the revised change before your wager can be confirmed.
  - W. Mobile Wagering Accounts are subject to an audit at the discretion of management at any time. If it is determined that account balances are inaccurate or in error as a result of posting errors, late decision adjustments, modifications mandated by notifications or decisions of Gaming Management or other system errors, the Mobile wagering Account will be adjusted to reflect the findings of the audit. An account may also be adjusted as a result of the resolution of a customer dispute. In the event an adjustment would result in a negative balance in the account, all activity in the account will be suspended until agreement on the adjustment is reached between the account holder and system operator. If the parties are unable to agree on the adjustment the matter will be submitted to the Oneida Gaming Commission for resolution as a customer dispute.
  - X. Mobile Wagering Account rules and regulations are subject to change by management at any time.
  - Y. Due to possible delays or inaccuracies, the LIVE scoreboard may not be reflective of actual LIVE scores and therefore should not be solely relied upon in determining whether to place a bet or not.

**XXI. Prohibited Participants**

- A. Persons under 21 years old.
- B. Persons placing a wager as an agent or proxy.
- C. Any athlete, coach, referee, player in or on any sports event overseen by that person's sport's governing body.
- D. Any person who holds a position of authority or influence to persuade the participants in a sporting contest, including, but not limited to coaches, managers, handlers, or athletic trainers.
- E. Persons who have nonpublic information about an event or a participant in an event, who are in a position to affect the outcome of an event, or whose participation in wagering on an event might cause the appearance of a conflict of interest, shall be prohibited from wagering on the event or a market in the event. This includes but is not limited to the following types of persons:
  - 1. athletes participating in the event; and
  - 2. employees or contractors of the governing body for the event, employees and contractors of the owner or management of a team participating in the event, and employees and contractors of athletes participating in the events, including but not limited to: referees, officials, coaches, managers, handlers, athletic trainers, team physicians, and other physicians providing medical consultation or treatment of an event participant.

**XXII. Patron Questions and Complaints.** In the event that a customer has a dispute involving a placed wager, or the way in which a bet or market type has been settled, Oneida Casino Sportsbook is responsible receiving and addressing any patron disputes. Patron questions or complaints can be submitted in person at the Sportsbook or mailed to Oneida Casino Sportsbook PO Box 365 Oneida WI, 54155. All requests will be responded to within ten (10) business days. Gaming Management will attempt to resolve any disputes with the patron, however if a patron is not satisfied with the resolution of a dispute offered by Gaming Management, the patron may contact the Oneida Gaming Commission at P.O Box 79, Oneida, WI 54155.

**XXIII. Acceptance of Disclosed Terms and Liabilities**

- A.** You hereby accept that by using the services, there is a risk that you may, as well as winning money, lose money. You agree that your use of the services is at your own risk and Oneida Casino Sportsbook and affiliated parties accept no responsibility and shall not be liable for any consequences that are alleged to have occurred through your use, or misuse, of the services.
- B.** Oneida Casino Sportsbook and affiliated parties are not liable for any failure of equipment/software and or loss by any act of God, power failure, disputes that may affect the placing of wagers/bets.
- C.** Oneida Casino Sportsbook reserves the right to cancel or suspend wagering on events related to a suspicious transaction report by posting notice of any such suspension/cancellation in the Oneida Casino Sportsbook.
- D.** Patrons agree that these house rules have been read and accepted prior to the submission of any wagers.

Last updated March 9<sup>th</sup>, 2022.

OGC Approved 3/15/2022

Review the April Sportsbook Rules of Play and determine next steps

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## Business Committee Agenda Request

1. Meeting Date Requested: 05/11/22

2. Session:

Open     Executive – must qualify under §107.4-1.

Justification: *Choose or type justification.*

3. Requested Motion:

Accept as information; OR

Request OBC to accept Amended Sports Book-Rules of Play with no requested revisions.

4. Areas potentially impacted or affected by this request:

Finance

Programs/Services

Law Office

MIS

Gaming/Retail

Boards, Committees, or Commissions

Other: *Describe*

5. Additional attendees needed for this request:

*Name, Title/Entity OR Choose from List*

*Name, Title/Entity OR Choose from List*

*Name, Title/Entity OR Choose from List*

*Name, Title/Entity OR Choose from List*



**6. 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: Sports Book Rules of Play Amendments (APRIL 2022) |                                                  |                                                 |

**7. Budget Information:**

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

**8. Submission:**

Authorized Sponsor: Mark Powless, OGC - Chairman

Primary Requestor: Ivory Kelly, OGC - Regulatory Compliance Manager

## Oneida Business Committee Agenda Request

### Cover Memo:

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

The Oneida Gaming Operation requested changes to the Rules of Play (ROP) House Rules-Sports Betting document. The request for changes can be found within the correspondence that was included with the attached documentation. While the OGC still has some questions to one of the changes the OGC approved the document as we continue to work with the Gaming Operation and come to a clear understanding of this change.

On April 7, 2022, these changes were made by Gaming Management. April 12, 2022 The Oneida Gaming Commission (OGC) officially approved the amendments. The updated document was sent to the State on 4/4/2022 for their review and acceptance.

Action Requested: Accept the notice of Sportsbook Rules of Play approved by the Oneida Gaming Commission on April 12, 2022, and direct notice to the Oneida Gaming Commission that there are no requested revisions under section § 501.6-14.(d)

**Ivory S. Kelly**

---

**From:** Ashley M. Blaker  
**Sent:** Tuesday, April 12, 2022 8:48 AM  
**To:** Kateri N. Baker; Derrick R. King  
**Cc:** Ivory S. Kelly; Tracy J. Metoxen; Shoshana P. King; Michelle M. Braaten; Jodi M. Skenandore; Ashley M. Blaker  
**Subject:** Notification: Sports Betting House Rules Revision  
**Attachments:** FW: Sports Betting House Rules Revision

**DATE:** 04/12/22  
**FROM:** Mark A. Powless Sr.  
**SUBJECT:** Sports Betting House Rules Revision

Good Morning,

The Gaming Commission has reviewed the following item(s) and is approved. This will be placed on the next Regular OGC Meeting agenda for retro approval.

1. Sports Betting House Rules Revision

If you have any further questions please feel free to contact the OGC Chair Mark Powless Sr. via email [mpowles5@oneidanation.org](mailto:mpowles5@oneidanation.org) or at 497-5658.

Yaw^ko,

*Ashley Blaker*

Administrative Assistant

Oneida Gaming Commission

PO Box 79

Oneida WI 54155-0079

Phone: (920) 497-5850

OGC Fax: (920) 496-2009

Backgrounds Fax: (920) 490-8048

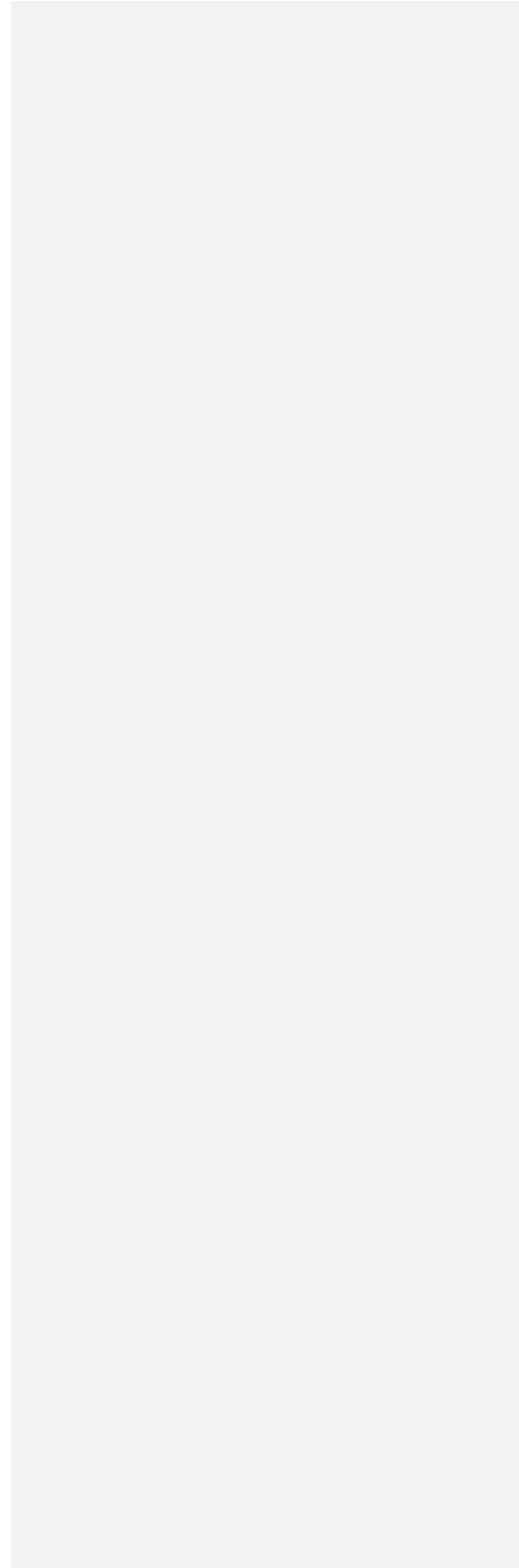


A good mind. A good heart. A strong Fire.

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**ONEIDA CASINO**

**SPORTSBOOK  
RULES OF PLAY**



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## ONEIDA CASINO SPORTSBOOK

## RULES OF PLAY

**RULES OF PLAY****I. In General:**

- A. Patron must be 21 years of age or older to place a sports wager.
- B. Patrons should familiarize themselves with these Oneida Casino Sportsbook House Rules before placing a bet. By placing a bet, the patron acknowledges and accepts these House Rules.
- C. Management will make every effort to ensure the odds displayed on their screen are accurate.
  - 1. Computer generated point spreads / odds shall determine winners, losers, ties and payout odds.
  - 2. For the protection of all concerned, management will retain a record of all point spreads and odds in case of technical or human error.
  - 3. All statistical and other data displayed on the Sportsbook screens, wall boards, scratch sheets, etc. are for the convenience of our patrons only. Maximum care is taken to ensure the accuracy of such information.
  - 4. Odds or line changes will be noticed to customers via automatic updates conducted in the risk management system and will be reflected on the odds boards.
- D. Casino Sportsbook is not responsible for lost, stolen, altered or unreadable tickets. Lost or stolen ticket claims will be paid upon presentation of supporting information or documentation. In the absence of such documentation The Casino reserves the right to wait at least 120 days after the conclusion of the event and/or racing meet to make its decision regarding payment.
- E. Management will make every reasonable effort to resolve disputes. Any unresolved dispute arising as a result of wagers accepted by Oneida Casino Sportsbook shall be submitted in writing to the Oneida Gaming Commission.
- F. Oneida Casino Sportsbook reserves the right to prohibit the below sportsbook participants:
  - 1. Any patron on the exclusion list;
  - 2. Any patron with a suspended Wagering Account;
  - 3. Self-excluded patrons; and
  - 4. Banned patrons.
- G. Oneida Casino Sportsbook reserves the right to add, change or delete the Sportsbook House Wagering Rules, subject to regulatory approval.

**II. Wager Information; Acceptance and Redemption of Wagers**

- A. Oneida Casino Sportsbook reserves the right to refuse any wager, delete, or limit selections prior to the acceptance of any wagers.
- B. Please check your tickets for accuracy before leaving the betting window/kiosk. Leaving the window/kiosk with the ticket is deemed an acceptance of the wager by both parties. Wagers may be accepted at other than the currently posted terms.
  - 1. Tickets will not be altered prior to the start of an event except at the discretion of management and with the approval of both parties.



## ONEIDA CASINO SPORTSBOOK

## RULES OF PLAY

2. Once both parties accept a wager, tickets will not be altered after an event officially begins.

3. Funding A Wager. Wagers at Oneida Casino Sportsbook may only be funded in cash or with funds from a winning ticket or voucher.

4. Identification Requirements. Patrons must provide identification when creating a Wagering Account and for each wager or aggregate wagers placed for \$3,000.00 or more. In addition, identification is required when funding and/or redeeming from the Wagering Account.

5. Redeeming a winning bet. All winning bets must be redeemed at the Sportsbook POS Terminal or the Cage Cashier's window during normal hours of operation within sixty (60) days of the event date. Winning tickets not redeemed within the redemption period shall expire.

- C. Oneida Casino Sportsbook will not accept any wagers placed for less than \$1.00 and will not accept any wagers on parlays and teasers where the odds are greater than 299:1, provided that minimum and maximum wagers may be increased and/or decreased based on the prior written approval of Gaming Management, which shall be posted in the Oneida Sportsbook. In addition, Gaming Management reserves the right to set maximum dollar amounts for wagers based on the wagering forum, for example, a maximum wager of \$X may be placed on kiosks only, without placing any such limitation on other forums of wagering.
- D. The Oneida Casino Sportsbook will not accept any wagers, of any type, on any Wisconsin collegiate events or markets. In addition, the Oneida Casino Sportsbook will not accept any wagers related to any player/participant injuries in any event or market.
- E. The Oneida Casino Sportsbook does not accept wagers on Wisconsin collegiate teams, if the team selected for a wager does not win, patron will not be paid.

### III. Official Results in General

- A. Unless provided otherwise in these House Rules, all "games" (team contests) must be played on the date scheduled to be considered action, unless stipulated otherwise on guest wagering information sheets or odds display. Game start or conclusion times delayed or extended beyond midnight are not recognized as date changes for wagering purposes.
- B. "Events" including golf tournaments, boxing matches, mixed martial arts, tennis matches, auto races, track and field, and international tournaments (excluding Olympics) or events must be held within 7 days of scheduled date to be considered action, unless stipulated otherwise on guest wagering information sheets or odds display.
- C. Management is not responsible for location changes. If a game or event is moved from original location, all wagers are no action.
- D. For wagering purposes, unless otherwise stipulated on, matches are official after:
  1. All – considered action once the opening bell/buzzer sounds, regardless of the scheduled length of the bout.
  2. All fighting "pick the round" proposition wagers are no action (Refunded) if the scheduled length of the bout is changed from the distance displayed by the Sportsbook, or on guest wagering information sheets or odds display.

## ONEIDA CASINO SPORTSBOOK

## RULES OF PLAY

- E.** All results are deemed final once the official agency (official sports body, commission, sanctioning organization, etc.) has posted the result. Subsequent inquiries and changes to official results will not affect the bet settlement after one hour or more of the conclusion of the event.
- F.** For betting purposes, the winner of an event or game will be determined on the date and approximate time of the events conclusion according to house wagering rules. The Oneida Casino Sportsbook does not recognize suspended games, result changes one hour or more after the events conclusion, protests, or overturned decisions, etc.
- G.** Minimum play requirements for betting purposes. Unless stipulated otherwise on guest wagering information sheets or odds display, games are official after:
- 1.** Football (professional and college) - 55 minutes of play.
  - 2.** Basketball (professional) – 43 minutes of play.
  - 3.** Basketball (college and women’s) – 35 minutes of play.
  - 4.** Hockey (professional, college, amateur) – 55 minutes of play.
  - 5.** Soccer (professional and amateur) - 90 minutes of play.
  - 6.** Fighting, Mixed Martial Arts (professional and amateur) – When bell (buzzer etc.) is sounded signifying the start of the opening round the bout is considered official for betting purposes, regardless of the scheduled length.
  - 7.** Baseball (major league, minor league, college, amateur) – In all nine-inning scheduled games, winners and losers are official after nine innings of play, unless the home team is leading after eight and one-half innings. Postponed or Suspended games must go a minimum of five innings or four and one-half innings if the home team is ahead (also applies to seven-inning scheduled games). If a game goes past five innings and is subsequently Postponed or Suspended, the winner is determined by the score after the last full inning of play; except in a case in which the home team scores to tie or take the lead in the bottom half of the inning in which the game is Postponed or Suspended, the runs do count.
  - 8.** All contests not listed above that involve a predetermined length of play, time limit, distance, etc. that are not reached, yet the event is called final by event officials with a winner declared, shall also be considered official for betting purposes, unless stipulated otherwise on guest wagering information sheets or odds display.
  - 9.** All other contests not listed above that involve a scheduled length of play or time limit must play to their conclusion or have five minutes or less than 10% of scheduled playing time remaining when the contest concludes to be considered official for betting purposes.
  - 10.** All halftime (1st half and 2nd half), quarter, period, set, etc. wagering propositions must be played to the conclusion of that portion of play to be considered “Action”, and are independent of the game and other propositions. Soccer 1st half or 2nd half wagers must go at least 45 minutes to be considered “Action”.
- H.** Prop bets must go for the duration of the sports minimum play requirement.
- I.** Futures wagers will be graded within one calendar year of the official league start date, in the circumstances of delayed future wagers including but not

## ONEIDA CASINO SPORTSBOOK

## RULES OF PLAY

limited to division/conference/finals etc, the date change will be considered action if completed within one calendar year of the official league start date.

**IV. Auto Racing**

- A. Date/Site Changes.** Auto Racing events must take place within 72 hours of the original start time or bets will be void.
- B. Minimum Length of Play.** All wagers will be settled according to the unofficial results reported immediately after the conclusion of the race by the governing organization. Any changes to the finishing order that occurs based on appeals, penalties or scoring malfunctions after the race has concluded, will not be recognized. Should the race not complete all scheduled laps, but is deemed official by the governing body, then bets will stand. If a race is cancelled without an official winner named, then bets are refunded. If a race is abandoned and no result declared, all bets will be refunded, except where bets are already settled.
- C. Auto Racing Wagers**
  - 1. Race Winner:** A wager on which driver will win the race. All bets settled using unofficial results reported immediately after the conclusion of the race.
  - 2. Matchups:** A wager on one or more specified driver(s) versus one or more specified driver(s). Wagers are placed on the driver only, not the car or team. If the original driver is replaced by another driver after the start of the race, the original driver is the driver of record and the wager will be action. All drivers in the match-up must start the race for action. If one of the drivers does not finish the race, the other driver is considered the winner. If neither driver finishes the race, the driver who completed the most laps is the winner. If both drivers complete the same number of laps but do not finish the race, all bets are refunded. Any changes in finishing order that occurs based on appeals, penalties, or scoring malfunctions after the race has concluded will not be recognized. Wagers on qualifying performance will be settled according to position and times set during the final qualifying session. For the purposes of these markets, any subsequent alterations of grid positions are not recognized.
  - 3. Qualifying Betting/Who Will Qualify on Pole:** Wagers on qualifying performance will be settled according to position and times set during the final qualifying session. For the purposes of these markets, any subsequent alterations of grid positions are not recognized. Top 3/5/10: Wager on whether a driver will finish in these positions. Winning Manufacturer/Constructor/Team: Wager on the winning team regardless of what driver(s) participate.

**V. Baseball**

- A. Date/Site Changes.** Regular season Baseball games must be played on the scheduled date/location (location is a geographical area or city, but not restricted to a specific arena or venue) to be considered action unless otherwise noted in the specific sports rules section or the inventory game page within the mobile application or web browser application.
- B. Minimum Length of Play.** Pre-Game Wagers: Unless otherwise stipulated in individual Baseball sports wager rules, wagers on baseball money lines are official after 5 innings of play. If the home team is leading, the game is official

## ONEIDA CASINO SPORTSBOOK

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after 4 ½ innings (this will include softball). Thereafter, if a game is called or suspended, the winner is determined by the score after the last full inning, unless the home team scores to tie or take the lead in the bottom half of the inning, in which case the winner is determined by the score at the time the game is called. For games scheduled to play a full 9 innings, game must go to 9 innings (8 ½ if the home team is ahead) to have action on run lines and totals. For games scheduled to play only 7 innings, game must go to 7 innings (6 ½ if the home team is ahead) to have action on run lines and totals. Live Wagers: Game must go full scheduled length to have action on all markets: 9 innings (8 ½ if the home team is ahead) for 9 inning games, or to 7 innings (6 ½ if the home team is ahead) for 7 inning games. If the game is called before this time then all bets will be void, except for those that have been unconditionally determined. In specified inning wagers, game must go full specified innings to be official, unless the home team is leading the bottom half of specified inning prior to completion of specified innings(s). For money line, totals, and run lines, game must go the full specified innings. All baseball propositions are considered action regardless of any pitching changes.

- C. **Pre-Game Baseball Wager Rule.** Baseball wagers are accepted in the following manner:
1. **Money Line:** A wager in which the bettor “takes” or “lays” a specified price. The team wagered must only win the game for the wager to be deemed a winner. Extra innings are counted in final score. Money line wagers are for team against team, regardless of the starting pitcher. Wager must meet the minimum length of play as specified above.
  2. **Total Runs:** A wager on whether the total number of runs scored in a game is over or under a specified number. Extra innings are counted in final score. Wager must meet the minimum length of play as specified above.
  3. **Run Line:** A wager in which the bettor “takes” or “lays” a specified number of runs. The team wagered must “cover” the run line for the wager to be deemed a winner. Extra innings are counted in final score. Wager must meet the minimum length of play as specified above.
  4. **Team to score first:** Settled on the first score of the game. Bets stand even if game is not completed. Extra Innings count.
  5. **Team to score last:** Settled on the last team to score. Game must go 8 ½ innings in 9 inning games, or 6 ½ innings in 7 inning games for bets to stand.
  6. **Highest Scoring Inning:** Bet on which inning will produce the most runs. Dead heat rules apply. Game must go 8 ½ innings in 9 inning games, or 6 ½ innings in 7 inning games for bets to stand.
  7. **First 1/3/5/7 Inning Markets:** Specified number of innings must be completed for bets to stand.
  8. **Race to x runs:** Winner being the team who reaches the specified points tally first. Should neither team reach the total, and a ‘Neither’ option is not offered, then bets on that market will be refunded.
- D. **Baseball Proposition Rules.** Various unique wagers may be offered from time to time. When wagering proposition bets, the game must go 9 innings (8 ½ innings if the home team is ahead) to have action, or action has occurred as the

## ONEIDA CASINO SPORTSBOOK

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outcome of the wager is already known. If a game is suspended after 9 innings (8 ½ innings if the home team is ahead), the final score is determined after the last full inning, unless the home team scores to tie or take the lead in the bottom half of the inning, in which case the score is determined by the score at the time the game is called. All baseball propositions are considered action regardless of any pitching changes. If a game is scheduled for only 7 innings, then game must go 7 innings (6 ½ if the home team is ahead).

**1. Baseball Player Props**

a) Players in player prop bets do not have to start but must play some part for Player Props to have action. Wagers on specific player performance or match wagers will be deemed official once at least one of them have left the game, with both having taken some part in the game to that point, regardless of the conclusion of the game.

b) Hit(s): Oneida Sportsbook settles markets in accordance with official box score statistics declared by MLB as the governing body.

**2. Baseball Regular Season Series Props.** Regular season series props are offered for all 3, 4 or 5 Game Series with the outcome of all games played counting towards settlement. Series must go a minimum of 3 games for action regardless of games scheduled and or canceled. A called game will count towards a series wager if declared an official game by the league. All wagers are action regardless of Starting Pitchers or pitcher changes.

**3. Baseball Playoff Series Props.** For Playoff Series Winner props, the team that advances to the next round is deemed the winner. Wagers for all other markets are refunded if the required minimum number of games (according to the respective governing organizations) are not completed, or the number of games changes.

**4. Baseball Post Season Rule.** All MLB playoff games will have action regardless of date played and or completed, unless specified otherwise. Game winner will be paid based on the official winner of this game as determined by the MLB. All listed pitchers' rules apply.

**5. Baseball Grand Salami Props.** Grand Salami prop is determined by the total runs scored in all MLB games scheduled for that day. There are no listed pitchers, so all bets are action. Wager applies to all scheduled games and games must go 9 innings (8 ½ if home team is leading). If any game is cancelled or stopped before the completion of 8 ½ innings, all wagers on the Grand Salami will be cancelled. Grand Salami will not be offered when 7 inning games are scheduled.

**E. College World Series.** Games must be played on scheduled date for action. All teams face double elimination. Teams listed second do not necessarily bat last.

**F. Baseball Futures.** Baseball season long futures are unique wagers which will be offered from time-to- time. For all season long and future props, all wagers stand regardless of team re- location, change to a team name, season length or play-off format unless stated otherwise in the market. For awards, the official decision made by the governing body on the day the award winner is

## ONEIDA CASINO SPORTSBOOK

## RULES OF PLAY

announced will be final. Any subsequent changes at a later date will not count for betting purposes.

- G. Regular Season Team Total Wins O/U.** Wager on the total regular season wins made by a team.
- 1. Regular Season Team Win Percentage.** Wager on the percentage of wins by a team during the regular season.
  - 2. Head to Head Regular Season Team Wins.** Wager on the number of regular seasons wins made by one team vs. another team.
  - 3. Regular Season Player Totals O/U.** Wager on the number of regular season Total Home Runs, Runs, Hits, Stolen Bases, Strikeouts, Saves by a named player.
  - 4. Regular Season Player Averages.** Wager on a player's batting average O/U. To qualify a player must have at least 3.1 plate appearances per game.
- H. Baseball Championship and Pennant Futures.** If there is a change to the post season structure whereby a Championship Series is not possible, or called early, Pennant betting will be settled on the team that advances to the World Series from that league.
- 1. Division of Winning Team.** Wager on which division the winner originates from.
  - 2. League of Winning Team.** Wager on which league (American League or National League) the winner originates from.
  - 3. State of Winning Team.** Wager on which state the winner originates from.
  - 4. Name the Finalists.** Which two teams will meet in the Championship Series. Should no series take place, all bets are refunded.
  - 5. Exact Outcome.** Which team will win, and who will they beat in the named series. Should no series take place, all bets are refunded.
  - 6. #1 Seed.** Team to be the #1 seed in specified league (American League or National League) at the end of the regular season.
  - 7. To Win/Lose 100+ Games.** Wager on whether a named team will win or lose 100 or more regular season games.
  - 8. Double Chance.** Wager on whether either of the two named teams will be declared the winner for the named market.
- I. Playoff Series Props.**
- 1. Series Winner.** Wager on which team will advance to the next round. Should no series take place, bets will be refunded.
  - 2. Series Correct Score.** Wager on the exact score of games within the series. Should the series be shortened from its original length, then bets would be refunded.
  - 3. Total Games.** Wager on how many games will take place in the series.
- J. Baseball Futures List**
- 1. MLB Divisional Odds.** Wager on which team will win an MLB division.
  - 2. MLB Division Finishing Position.** Wager on the exact position a named team will finish within their division.
  - 3. MLB Pennant Odds.** Wager on which team will win the pennant in either the American League or National League of MLB.

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4. **MLB World Series Odds.** Wager on which team will win the World Series.
  5. **MLB Cy Young Winner.** Wager on which pitcher wins the Cy Young Award in either the American League or National League of MLB.
  6. **MLB MVP Winner.** Wager on which player will win the MVP award in either the American League or National League of MLB.
  7. **MLB Rookie of the Year Winner.** Wager on which player will win the Rookie of the Year award in either the American League or National League of MLB.
  8. **Most Home Runs Hit.** Wager on which player hits the most number of home runs in the regular season.
  9. **Highest Season Long Batting Average.** Wager on the highest season long batting average by a particular player as declared by MLB.
  10. **Most RBI's in Season.** Wager on which player has the most Runs Batted In during the regular season.
  11. **Most Stolen Bases in Season.** Wager on which player has the most Stolen Bases during the regular season.
  12. **Most Pitching Victories.** Wager on which player is awarded the most wins during the regular season.
  13. **College Baseball World Series Winner.** Wager on which team will win the College World Series.
- K. Live Baseball Rules.** If a match is interrupted or cancelled and won't be continued on the same day, all undecided markets are considered cancelled.
- L. Moneyline – Winner (Away, Home)**
1. Game – Includes extra innings.
  2. H1 – Only runs scored in the first 5 innings are considered
- M. Total – Total Runs scored by both teams (Over, Under)**
1. Game – Includes extra innings
  2. H1 – Only runs scored in the first 5 innings are considered
  3. Inning – Only runs scored in the specific inning are considered
- N. Point Spread – Winner With handicap in .5 increments (Away, Home)**
1. Game – Include Overtime
  2. H1 – Only runs scored in first five innings considered
- O. Three Way – Outcome (Away, Home, Tied)**
1. Reg – Which team will win the game, no extra innings considered
  2. H1 – Which team will lead after 5 innings
  3. Inning – Which team wins the specific inning
- P. Win Rest.** Which team will win the rest of the game, including overtime
- Q. Away Total – Total runs scored by away team (Over, Under)**
1. Game – Total runs scored in the game
  2. H1 – Only runs scored in first five innings are considered
- R. Home Total – Total runs scored by home team (Over, Under)**
1. Game – Total runs scored in the game
  2. H1 – Only runs scored in first five innings are considered
- S. Win Margin – Predefined range of runs a team wins by (Away 3+, 2, 1; Home 3+, 2, 1).** Game – Includes overtime



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## VI. Basketball

- A. **Date/Site Changes.** Basketball games must be played on the scheduled date/location (location is a geographical area or city, but not restricted to a specific arena or venue) to be considered action unless otherwise noted in the specific sports rules section or the inventory game page within the mobile application or web browser application.
- B. **Minimum Length of Play.** For wagering purposes, unless otherwise stipulated in individual Basketball sports wager rules, US pro basketball results are official after 43 minutes of play. College Basketball, WNBA, NBA Summer League and European Basketball are official after 35 minutes of play.
- C. **Pre-Game Basketball Wager Rules.** Point Spread: A wager in which a bettor “takes” or “lays” a specified number of points. The team wagered must “cover” the point line for the wager to be deemed a winner. Unless otherwise specified as “Regular Time” on the individual market, overtime periods are counted in the final score.
- D. **Money Line:** A wager in which the bettor “takes” or “lays” a specified price. The team wagered must win the game for the wager to be deemed a winner. Unless otherwise specified as “Regular Time” on the individual market, overtime periods are counted in the final score.
- E. **Total Points:** A wager on whether the total number of points scored in a game is over or under a specified number. Unless otherwise specified as “Regular Time” on the individual market, overtime periods are counted in the final score.
- F. **First Half:** Wagers on the first half will be decided by the score at the end of the first half. If a game does not go the entire first half, all first half wagers will be refunded. Once the first half has been completed, all wagers on the first half will stand regardless of the length of the remainder of the game.
- G. **Second Half:** Wagers on the second half will be decided on the basis of points scored in the second half. If the entire second half is not played to its completion, all Second Half wagers will be refunded. Overtime periods are counted in the Second Half score and considered official regardless of the length or suspension of the overtime period.
- H. **Quarters:** Wagers on any specified quarter will be decided based on points scored in that specified quarter only. Specified quarter must be played to their completion or the wager will be refunded. Once a specified quarter is completed, that specified quarter wager will stand regardless of the length of the remainder of the game. Fourth quarter wagers do not include overtime periods unless otherwise stated.
- I. **Team to score first:** Settled on the first score of the game. Bets stand even if game is not completed. Overtime counts.
- J. **Team to score last:** Settled on the last team to score. Game must be completed. Overtime counts.
- K. **Highest Scoring Quarter:** Bet on which quarter will produce the most points. Dead heat rules apply. Game must be completed for bets to stand.
- L. **Race to x points:** Winner being the team who reaches the specified points tally first. Should neither team reach the total, and a ‘Neither’ option is not offered, then bets on that market will be refunded.

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- M. Basketball Props.** Various unique wagers may be offered from time to time, called proposition bets. When wagering proposition bets, unless stated otherwise, overtime does count for settlement of wagers.
- N. Basketball Player Props.** Players do not have to start for action but must play for action. If a player does not take any part in a game, then wagers on that player proposition will be refunded.
- O. Basketball Futures.** Basketball season long futures are unique wagers which will be offered from time to time. For all season long match wagers and division betting, all wagers stand regardless of team relocation, or a change to team name, season length or playoff format. Unless stated otherwise in the market, team(s) must play in all their scheduled regular season games as determined by the league's governing body at the start of the season for wagers to have action. If team(s) do not compete in all scheduled games then wagers will be refunded, except for those wagers which have been unconditionally determined. For awards, the official decision made by the governing body on the day the award winner is announced will be final. Any subsequent changes at a later date will not count for betting purposes.
- P. Basketball Division and Conference Futures.** Division Winner markets will be settled on who finishes top of the relevant division after the conclusion of the Regular Season. If two or more teams have the same Regular Season win record then ties will be broken using the governing body's official rules to determine an outright winner. If no tie option was made available for any match bet wager, wagers will be a push should the teams tie and stakes refunded. Conference Winner markets will be settled on team's performance in the playoffs. Regular season records do not count. If there is any change to the post season structure whereby a Conference Finals Series is not possible, or called early, Conference Winner will be settled on the team that advances to the NBA Finals from that Conference. College Basketball Conference Tournament Winner will be determined by the team winning the Championship game regardless of any post-season suspension. For Playoff Series Winner, the team that advances to the next round is deemed the winner. Wagers for all other markets are refunded if the required minimum number of games (according to the respective governing organizations) are not completed, or the number of games changes.
- Q. NBA Division Finishing Position.** Wager on the exact position a named team will finish within their division.
- R. Basketball Grand Salami Prop.** The Basketball Grand Salami will be decided by adding up all the scores for the games scheduled for that particular day. All games must be completed for action. Points scored in overtime are included.
- S. NBA Draft.**
1. All markets will be settled in accordance with official information available on NBA.com.
  2. Wagers on Over/Under draft position are settled based on when a team selects that player. Should a player go undrafted, Over/Under markets will be settled by assigning the next number after the last player drafted.

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3. Round in which player is drafted wagers will be void should a player go undrafted, unless 'undrafted' is an option offered in the betting market.
  4. Wagers on any players who subsequently withdraw their eligibility for that year's draft will stand. Should a player who is not listed in any market be the winning selection, all bets on that market stand. All markets involving listed players are offered with others available on request.
  5. Wagers on which team will draft a player are settled on the team who officially draft that player as listed on NBA.com. Any previous or subsequent trades will not be taken into consideration for settlement.
  6. International players are defined as any player who played for a non-US team in the previous season, and not by their country of birth. Eg. A US-national who played for Real Madrid in Spain will be deemed an International player.
- T. NBA Draft Lottery**
1. All markets will be settled in accordance with official information available on NBA.com.
  2. Markets are settled on which team is assigned the relevant pick on the day of the Draft Lottery. Any subsequent trades or forfeiture of draft picks after the Lottery will not be taken into consideration for settlement.
- U. Basketball Futures List**
1. **NBA Championship Odds.** Wager on which team will win the Championship.
  2. **Division of Winning Team.** Wager on which division the winner originates from.
  3. **Conference of Winning Team.** Wager on which conference the winner originates from.
  4. **State of Winning Team.** Wager on which state the winner originates from.
  5. **Name the Finalists.** Wager on which two teams will meet in the Championship Series. Should no series take place, all bets are refunded.
  6. **Exact Outcome.** Wager on which team will win, and who will they beat in the named series. Should no series take place, all bets are refunded.
  7. **#1 Seed.** Wager on team to be the #1 seed at the end of the regular season.
  8. **Double Chance.** Wager on whether either of the two named teams will be declared the winner for the named market
  9. **NBA Regular Season Award Winners (MVP, Rookie of the Year, Most Improved).** Wager on which player will win the award including MVP, Rookies of the Year, and Most Improved titles.
  10. **Regular Season Team Total Wins O/U.** Wager on the total regular season wins made by a team.
  11. **Regular Season Team Win Percentage.** Wager on the percentage of wins by a team during the regular season.
  12. **Head to Head Regular Season Team Wins.** Wager on the number of regular seasons wins made by one team vs. another team.

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- 13. Regular Season Player Totals O/U.** Wager on the number of regular season Points, Rebounds, Assists, Steals, Blocks by a named player.
- 14. Regular Season Player Averages.** Wager on the average number of regular season Points, Rebounds, Assists, Steals, Blocks by a named player. To qualify a player must have played in 70% of their team's games.
- 15. College Basketball Tournament Winner.** Wager on which team wins the College Basketball Tournament.
- 16. College Basketball Tournament Regional Winner.** Wager on which team wins the College Basketball Tournament Region.
- 17. College Basketball Conference Tournament Winner.** Wager on which teams win the College Basketball Conference.
- 18. College Basketball Tournament Wins.** Wager on how many wins a team will have in the College Basketball Tournament.
- 19. Head to Head Tournament Wins.** Wager on which team will have more wins in the College Basketball Tournament.
- 20. College Basketball Conference Wins.** Wager on how many wins a team will have in their College Basketball Conference Tournament.
- V. In the event of a wagering tie, the straight wager is considered "no actions" and the wager is refunded. Parlays reduce to the next lowest amount of selections.
- W. **Special Events/Matchups.** For any special event held that is not resulted using the traditional Basketball scoring system (e.g. NBA Skills Competition), the following rules will apply:
1. **Head to Head/Round Winner:** All listed competitors must take place for bets to stand. Should a competitor advance due to a walkover, then all bets will be refunded. Should the matchup begin, with a winner declared, then all bets will stand.
  2. **Event Winner:** The official decision made by the governing body on the day of the event will be final. Any subsequent changes at a later date will not count for betting purposes. Should a competitor not take part at all in a competition then bets on that selection will be refunded. Should a competitor withdraw after taking some part of the competition, then bets will stand.
- X. **Live Basketball Rules**
1. Markets do not consider overtime unless otherwise stated.
  2. If a match is interrupted or postponed and is not continued within 48 hours after initial start date, betting will be cancelled.
  3. **Point Spread – Winner with Handicap in .5 increments (Home, Away)**
    - a) Game – Includes overtime
    - b) Reg – Only points during regular time are considered
    - c) H1 – Only points scored during first quarter and second quarter are considered
    - d) Q1-Q4 – Only points scored in the specific quarter are considered
  4. **Total – game total (over, under)**
    - a) Game – Total points scored by both teams, includes overtime
    - b) Reg – Only points during regular time are considered
    - c) H1 – Only points scored during first quarter and second quarter are considered

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- d) Q1-Q4 – Only points scored in the specific quarter are considered
- 5. **Money Line – Winner (away, home)**
  - a) Game – Includes overtime
  - b) H1 – Only points scored in the first half will be considered
  - c) Q1-Q4 – Only points scored in the specific quarter are considered
- 6. **Will be OT – Will there be Overtime (yes, no).** Will there be overtime in this game.
- 7. **Point Race- First team to score x pts in game (Home, away)**
  - a) Including Overtime
  - b) Which team will score X points in the game first (for example: Current score is 20-19, then the home team reached 20 points first).
  - c) If a game ends before any team reaches X points, this market is considered cancelled.
  - d) Q1-Q4 – Only points scored in the specific quarter are considered
- 8. **Nth Point – Which team score the Nth PT in game (Away, Home)**
  - a) Including Overtime, which team will score the Nth point in the game (for example: Current score is 40-28, away team scores 3 points, meaning away team scored the 70th point.)
  - b) If a game ends before the Nth point is reached, this market is considered cancelled.
- 9. **Odd Even – Final combined score will be (odd, even)**
  - a) Game – Including Overtime
  - b) H1 – Only points scored during first half are considered
  - c) Q1-Q4 – Only points scored during specific quarter are considered

**VII. Boxing/MMA**

- A. **Date/Site Changes.** For confirmed fights if a contest is postponed and rescheduled to take place within 48 hours of the original start time, all bets on that contest will stand. If the contest does not take place within 48 hours, all bets will be void. If a rescheduled fight takes place in a country different from the original country, all bets will be void. If a fight is rescheduled and takes place in a different venue but in the same country, all bets stand.
- B. **Minimum Length of Play.** The bell (buzzer, etc.) sounding signifies the start of the opening round and the bout is considered official for betting purposes, regardless of the scheduled length, weight, classification, and/or championship sanction. For an individual round to be considered complete, the fighters must answer the bell beginning the next round, except for the final scheduled round in which case the final bell signifies the completion of the round and fight. If a fight has a change to the scheduled number of rounds all outright bets on the match will be action, however round by round bets will be refunded.
- C. **Boxing and Mixed Martial Arts Rules.**
  - 1. Results will be graded on the official result at ringside as communicated by the official announcer. Any subsequent change to the official outcome of the fight for any reason will not be recognized for wagering purposes. If the official announcer does not declare a result at the end of the fight, the market will be settled on the result displayed on the applicable organization official site.

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2. If a fight is stopped due to an injury, disqualification, or any other stoppage either by the referee or doctor, then this will be considered a Technical Knock Out (TKO).
3. Any fight that is deemed 'No Contest' will have all wagers refunded.
- D. Fight Winner:** Betting on which fighter will win the match. If the wagering offer on a match includes the draw as a third option and the match ends in a draw, wagers on the draw will be paid, while wagers on both fighters will be lost. If the wagering offer includes only the two fighters, with the draw either not offered or offered as a separate proposition, and the match ends in a draw, wagers on either fighter will be refunded.
- E. Will Go/Won't Go Round X:** Wagering on whether or not the match reaches this distance.
- F. Total Rounds O/U:** The halfway point of a round is at exactly one minute and thirty seconds into a three-minute round, and exactly two minutes and thirty seconds into a five-minute round. For example, 9½ rounds would be one minute and thirty seconds of the 10th round. In case of a two-and-a-half-minute round, the halfway point is one minute and 15 seconds.
- G. Round Betting:** Wager on when the exact round will end. For total wagers that list a full number of rounds, the fighter must answer the bell for the following round for the round to be deemed complete. For example, on 8 full rounds the fighter must answer the bell for the 9th round for the over to be paid. If the fighter completes the 8<sup>th</sup> round but fails to answer the bell for the 9th round the under will be the winner. This applies to all rounds except the final scheduled round for which the final bell will signify the completion of the round. If a fight is stopped before the full number of rounds have been completed, or if a fighter is disqualified and a points decision awarded, bets will be settled in the round the fight was stopped.
- H. Method of Victory:** Wager on the exact outcome of the fight. KO includes a referee intervention during strikes, doctor stoppage, or stoppage from a fighter's corner. A submission includes a tap-out or verbal submission from one of the fighters, or referee stoppage due to technical submission. If either fighter is disqualified, then a no contest is declared and all bets are refunded.
- I. Scheduled Number of Rounds:** In fights where the scheduled number of rounds changes, all bets will stand unless the result would be automatically determined by the change in the number of rounds (in which case, such bets will be voided). For example, if a fight gets changed from a 12 to a 10 round fight, only bets on rounds 11 and 12 will be void.
- J. Knockdown/Referee's counts:** For settlement purposes, a knockdown is defined as a fighter being KO'd or receiving a mandatory eight count (anything deemed a slip by the referee will not count). For individual round knockdowns, all bets will be void should the fight end before the round starts.
- K. Gone In 60 Seconds:** The fight must be officially won by the boxer in question inside the first 60 seconds of Round 1.
- L. Down But Not Out:** A boxer must be knocked down and given a mandatory eight count and subsequently win the fight.

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- M. Fight Outcomes:** No Contest - In the event of a 'no contest' being declared, all bets will be made void, with the exception of selections where the outcome has already been determined.
- N. PFL Season Championship Winner:** Winning markets will be settled depending on which fighter wins the PFL Championship for the specified division after the conclusion of that season's playoffs. No refunds will be given to any wagers placed on fighters that withdraw from the season due to injuries, suspensions, or for any other reason. Results will be graded on the official result at ringside as communicated by the official announcer in each respective championship fight. Any subsequent change to the official outcome of the fight for any reason will not be recognized for wagering purposes. If the official announcer does not declare a result at the end of the fight, the market will be settled on the result displayed on the applicable organization official site.
- O. Boxing and Mixed Martial Arts Card Props.** Boxing and Mixed Martial Arts Card Props only include the main card and undercard fights, early preliminaries will not be included. Wagers will stand on the number of bouts scheduled to be on the full card, which includes all main card and undercard fights. Wagers will stand so long as the exact number of bouts quoted in the market heading take place. If there are any withdrawals and subsequent replacements, wagers will stand. If a bout is cancelled without a replacement, changing the number of bouts taking place, then all wagers will be refunded.
- 1. "K.O." proposition wagers:** "K.O." includes knockout, technical knockout, disqualification, or any other stoppage unless otherwise posted or noted on printed media. For wagering purposes, a wager on a fighter to win by "KO" wins if the selected fighter wins by Knock Out (KO), Technical Knock Out (TKO), or Disqualification (DQ).
  - 2. "Decision" proposition wagers:** "Decision" means fight must go to the judge's scorecard(s) to determine a winner; including technical decision.
  - 3. "Draw" proposition wagers:** "Draw" means fight must go to the judge's scorecard(s) and be declared a draw; including technical draw.
  - 4. Boxing and Mixed Martial Arts Pick the Bout Props:** For all "Pick the Round" propositions, if the length of the bout is changed from that posted all wagers are deemed "no action" and refunded.
  - 5. Boxing and Mixed Martial Futures Props.** Wagering on which fighter will be a weight classes champion on a specific date will be determined using the governing body's official source. Interim champions do not count for settlement purposes. If the title is vacated on the designated date then all wagers will be refunded. All fighters will be deemed as action regardless if they competed in that weight division or not.

**VIII. Football** – The Oneida Casino Sportsbook will not offered any wagers on NFL games that fall within the following categories: (a) based on officiating or officials (e.g., penalties, replay results, officiating assignments); (b) pre-determined outcomes directly related to on-field competition (e.g. whether the first play of the game will be a run or a pass, roster/personnel decisions, but not, for clarity, prop bets unrelated to on-field competition (e.g., Gatorade color)); and (c) based on outcomes inherently 100% determinable by one person in one play (e.g. play to miss a field goal attempt (but not, for clarity, markets such as



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“Will Player X lose a fumble?”; “Will Quarterback throw an interception?”; “Will both kickers miss a field goal attempt?” (which are not 100% determinable by one person) or “Will Player X have more or less than Y passing/rushing/receiving yards”? (which is not inherently determinable on one play), unless such markets under category (c) are intermittently offered solely in-play on a “next play” basis.

- A. **Date/Site Changes.** Football games and any games/events not specifically listed must be held within one week of the originally scheduled date and location to be considered action unless otherwise noted in the specific sports rules section or the inventory game page within the mobile application or web browser application.
- B. **Minimum Length of Play.** For wagering purposes, unless otherwise stipulated in individual Football sports wager rules, Pro and College Football results are official after 55 minutes of play. Oneida Sportsbook does not recognize suspended games (after they have met the minimum time or length requirement specified in the specific sports rules), protests, or overturned decisions for wagering purposes.
- C. **Pre-Game Football Wager Rules.** Football wagers are accepted in the following manner:
  1. **Point Spread:** A wager in which a bettor “takes” or “lays” a specified number of points. The team wagered must “cover” the point line for the wager to be deemed a winner. Overtime periods are counted in the final score.
  2. **Money Line:** A wager in which the bettor “takes” or “lays” a specified price. The team wagered must win the game for the wager to be deemed a winner. Overtime periods are counted in the final score.
  3. **Total Points:** A wager on whether the total number of points scored in a game is over or under a specified number. Overtime periods are counted in the final score.
  4. **First Half:** Wagers on the first half will be decided by the score at the end of the first half. If a game does not go the entire first half, all first half wagers will be refunded. Once the first half has been completed, all wagers on the first half will stand regardless of the length of the remainder of the game.
  5. **Second Half:** Wagers on the second half will be decided based on points scored in the second half. If the entire second half is not played to its completion; all Second Half wagers will be refunded. Overtime periods are counted in the Second Half score and considered official regardless of the length or suspension of the overtime period.
  6. **Quarters:** Wagers on any specified quarter will be decided based on points scored in that specified quarter only. Specified quarters must be played to their completion or the wager will be refunded. Once a specified quarter is completed, that specified quarter wager will stand regardless of the length of the remainder of the game. Fourth quarter wagers do not include overtime periods unless otherwise stated.
  7. **Team to score first:** Settled on the first score of the game. Bets stand even if game is not completed. Overtime counts.
  8. **Team to score last:** Settled on the last team to score. Game must be completed. Overtime counts.

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- 9. Highest Scoring Quarter:** Bet on which quarter will produce the most points. Dead heat rules apply. Game must be completed for bets to stand.
- 10. Race to x points:** Winner being the team who reaches the specified points tally first. Should neither team reach the total, and a 'Neither' option is not offered, then bets on that market will be refunded.
- 11. Touchdown Scorers:**
- a) These rules apply for First/Last/Anytime/Next/First Team Touchdown Scorer markets. In the event of an abandoned game, bets stand on scores that have taken place already, overtime counts for these markets. The touchdown scorer is the player who scores a touchdown by advancing the ball into the opponent's end zone (i.e. not the passing player). Bets are void on players that are not listed as active by the relevant American Football governing body.
  - b) In the event of a wagering tie, the straight wager is considered "no action" and wager is refunded if no tie option was offered. Parlays reduce to the next lowest number of teams.
- D. Football Prop Rules.** Various unique wagers may be offered from time to time, called proposition bets. When wagering proposition bets, unless stated otherwise, overtime does count for settlement of wagers.
- 1. Football Game Props**
- a) All time-based props will be settled as per the official scoring time listed on the official league source box scores. Scores exactly on the quoted time count as 'Yes' for settlement. For example, a score with exactly 02:00 on the clock will be settled as 'Yes' on the 'Will there be a score in the final 2 minutes?' prop bet.
  - b) Any turnover proposition does not include a 'Turnover on Downs' and only includes Fumbles and Interceptions.
  - c) All penalty props are based upon accepted penalties only. Declined or off-setting penalties are not included for settlement purposes.
  - d) Coach challenge props only include a challenge initiated by the coach throwing a red flag. Prop does not include booth reviews.
  - e) 4th Down Conversion props do not include 1st downs awarded by penalty.
  - f) Sacks props are settled as per the official league source. Includes 0.5 sacks awarded, however for props such as 'Player to record a sack in the game', the player must record at least one total sack (1.0) for 'Yes' to be settled the winner.
- 2. Football Player Props.** For all player props the players must be listed as active by the official league source for bets to have action. Bets will be refunded on wagers where one or both players are listed as inactive. An exception to this rule is for Quarterback prop markets as these require that the players in question must be starters for bets to have action. Passing yardage props are settled as per gross passing yards.
- E. NFL Draft.**
- 1.** All markets will be settled in accordance with official information available on nfl.com.

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2. Markets relating to a player's position will be settled in accordance with official information available on nfl.com. In instances where nfl.com uses different terminology for a position then in the positional markets offered (i.e. nfl.com refers to a player as an EDGE instead of a Linebacker), Oneida Sportsbook will use reasonable discretion to settle the market based upon information gathered from other reliable sources. Oneida Sportsbook will not take into consideration post-draft positional changes.
  3. Wagers on Over/Under draft position are settled based on when a team selects that player. Should a player go undrafted, Over/Under markets will be settled by assigning the next number after the last player drafted.
  4. Round in which player is drafted wagers will be void should a player go undrafted, unless 'undrafted' is an option offered in the betting market.
  5. Wagers on any players who subsequently withdraw their eligibility for that year's draft will stand. Should a player who is not listed in any market be the winning selection, all bets on that market stand. All markets involving listed players are offered with others available on request.
  6. Wagers on which team will draft a player are settled on the team who officially draft that player as listed on nfl.com. Any previous or subsequent trades will not be taken into consideration for settlement.
  7. Mr. Irrelevant is the term associated with the last player drafted in the final round.
- F. Football Futures.** Football season long futures are unique wagers which will be offered from time-to- time. For all season-long match bets and division betting, all bets stand regardless of team re-location, or a change to a team name, season length or playoff format. Unless stated otherwise, team(s) must play in all of their scheduled regular season games for bets to have action. For awards, the official decision made by the governing body on the day the award winner is announced will be final. Any subsequent changes at a later date will not count for betting purposes.
- G. Football Futures List**
1. **Pro Football Championship Odds.** Wager on which team will win the season-long championship.
  2. **Division of Winning Team.** Wager on which division the winner originates from.
  3. **Conference of Winning Team.** Wager on which conference the winner originates from.
  4. **State of Winning Team.** Wager on which state the winner originates from.
  5. **Name the Finalists.** Which two teams will meet in the Championship Game. Should no game take place, all bets are refunded.
  6. **Exact Outcome.** Which team will win, and who will they beat in the championship game. Should no game take place, all bets are refunded.
  7. **#1 Seed.** Team to be the #1 seed at the end of the regular season. Team must play all regular season games for the wager to have action.

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- 8. Football Division and Conference Futures.**
- a) Division Winner markets will be settled on who finishes top of the relevant division after the conclusion of the Regular Season. If two or more teams have the same regular season win record then ties will be broken using the governing organization's official rules to determine outright winner. Conference Winner will be settled on team's performance in the playoffs.
  - b) Regular season records do not count. If there is a change to the post season structure whereby a Conference Championship is not possible, or called early, Conference Winner will be settled on the team that advances to the Pro Football Championship from that Conference.
- 9. Pro Football Conference Odds.** Wager on which team will win the conference.
- 10. Pro Football Divisional Odds.** Wager on which team will win the division.
- 11. Pro Football Division Finishing Position.** Wager on the exact position a named team will finish within their division. Team must play all regular season games for the wager to have action.
- 12. Football Player Futures.** For all player vs. player match bets, both players must be active in Week 1 for bets to have action.
- 13. Player Season Specials.** Bet on season performances for named individual players – Total Passing Yards, Rushing Yards, Receiving Yards, Tackles, Sacks, Interceptions, Catches, Passer Rating etc. Player must be active Week 1 of the regular season for bets on their individual performances to stand, else bets are refunded. Wagers are available on who will achieve the most for each stat listed above. Players are not required to be active Week 1 for these.
- 14. Pro Football Awards.** Wager on which player will win the named Award – AP MVP, Offensive Rookie of the Year, Defensive Rookie of the Year, Offensive Player of the Year, Defensive Player of the Year, Comeback Player of the Year, Coach of the Year.
- 15. Pro Football Regular Season Wins.** Wager on the number of regular season wins made by a team. Team must play all regular season games for the wager to have action.
- 16. Head to Head Regular Season Team Wins.** Wager on the number of regular seasons wins made by one team vs. another team. Team must play all regular season games for the wager to have action.
- 17. Team Season Specials.** Wager on team specific specials – total yards gained, total TDs scored, exact total wins, record after x games etc. Team must play all regular season games for the wager to have action.
- 18. College Football Championship.** Wager on which team will win the championship.
- 19. College Football Conference.** Wager on which team will win the Conference.
- 20. College Football Division.** Wager on which team will win the Division.
- 21. College Football Heisman Winner.** Wager on which team will win the Heisman Trophy.

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**22. College Football Regular Season Wins.** Wager on the number of regular season wins made by a team. Team must play all regular season games for the wager to have action.

**H. Live Football Rules.**

1. In case of any delay (rain, darkness...), all markets remain unsettled and the trading will be continued as soon as the match continues.
2. Markets do not consider overtime unless otherwise stated.
3. In case of abandoned or postponed matches, all markets are considered cancelled unless the match continues in the same NFL weekly schedule (Thursday-Wednesday local stadium time).
4. **Points Spread- Winner with Handicap in .5 increments (Away, Home)**
  - a) Game – Includes overtime
  - b) Reg – Only points during regular time are considered
  - c) 1st Half – Only points scored during first quarter and second quarter are considered
  - d) Q1-Q4 – Only points scored in the specific quarter are considered
5. **Total – Game Total (Over, Under)**
  - a) Game – Total points scored by both teams, includes overtime
  - b) Reg – Only points during regular time are considered
  - c) 1st Half – Only points scored during first quarter and second quarter are considered
  - d) Q1-Q4 – Only points scored in the specific quarter are considered
6. **Money Line- Winner (Away, Home)**
  - a) Game – Includes overtime
  - b) Reg – Only points during regular time are considered
  - c) 1st Half– Only points scored in the first half will be considered
  - d) Q1-Q4 – Only points scored in the specific quarter are considered
7. **Three Way- Outcome (Away, Home, Draw)**
  - a) Reg – Which team will win the game, no overtime
  - b) 1st Half – Which team wins the first half
8. **Will be OT – Will there be overtime (Yes, No).** Will there be overtime in this game
9. **Win Margin- Predefined Range of Points team wins by (XXXXXX).**  
Game – Includes overtime
10. **Point Rave- First Team to Score X PTS in Game (Away, Home)**
  - a) Including Overtime
  - b) Which team will score X points in the game first (for example: Current score is 20-19, then the home team reached 20 points first).
  - c) If a game ends before any team reaches X points, this market is considered cancelled
11. **Next to Score – Which Team will Score Next? (Home, Away, Neither)**
  - a) Game – Including overtime
  - b) 1st Half – Only points scored in first half will be considered
12. **Next Score Kind– How will next point be scored (TD, FG, Safety, None).** Game – includes overtime
13. **Odd Even- Final Combined Score will be (Odd, Even)**

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- a) Game – Including Overtime
- b) 1st Half – Only points scored during first half are considered

## IX. Golf

- A. **Date/Site Changes.** In the event of a tournament being postponed, rearranged or moved to a different course, all bets will stand.
- B. **Minimum Length of Play.** In the event of a tournament being shortened or otherwise affected due to weather conditions, all bets other than those placed after the last completed round will stand provided at least 36 holes or all originally scheduled holes have been played and a trophy has been awarded. Those placed after the last completed round will be refunded. This does not apply when a tournament is played over more than one course and in this instance all players must have played the same rotation, otherwise all bets will be refunded.
- C. **Golf Wagers.** All winning bets will be settled at the prices shown at the time the bet was accepted. Bets will be settled at the place terms on offer when the bet was placed.
- D. **Hole Winner Markets:** Winning bets must predict which of the quoted players will win the hole. In 3-way player markets, dead heat rules apply. In 2-way player markets, the tie will also be offered, and this will win if they both score the same score on the hole. If a player withdraws on a hole, the other player(s) will be deemed the winner regardless of their score on the hole but provided they complete the hole.
- E. **Make/Miss the cut:** Bets will be refunded for any player who does not start the tournament. If a player withdraws at any stage after starting the tournament, bets will be settled as losers.
- F. **Match play:** Winning bets must predict the winner of a match play match. In team events, final day singles will be settled on the official result. In a match play tournament, the winner will be the player progressing to the next round or becoming the tournament winner.
- G. **Match play Winning Margin:** Winning bets must predict the winning margin in the relevant match play event. The official result counts for settlement purposes.
- H. **Mythical 2/3 Balls:** The winner will be the player who shoots the lowest score in the specified round. If all players do not start the round, bets will be refunded. If a player withdraws or is disqualified during the specified round, the other player will be deemed the winner. If all players withdraw or are disqualified during the specified round then bets will be refunded.
- I. **Player Hole Scores:** Winning bets must predict the number of shots it takes for a player to complete a specified hole. Prices are for a player to achieve a certain score such as Birdie, Bogey, Albatross, Eagle etc. on a particular hole, e.g. First Hole bets will be settled on the score of the first hole of the course (flag number 1). For example, if Tiger Woods teed off on Hole 10 to start his round the bet would not be settled on Tiger Woods first hole played it would be when Tiger Woods finishes playing the first hole on the course (flag number 1). If a player fails to complete a hole for whatever reason, bets will stand provided that the hole is completed on a subsequent day. If there is no opportunity to complete

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the hole, all bets will be refunded. If a player withdraws whilst playing the specified hole, all bets will be refunded.

- J. Round Leader Markets:** Bets will be settled after the specific round has been completed. Dead heat rules apply.
- K. Tournament Prices:** Winning bets must predict the winner of the tournament. If a playoff is required to determine the tournament winner, the winner of the playoff will be deemed the tournament winner. In the event of a shared win, the operator reserves the right to settle as they see fit based on all available evidence. Dead heat rules apply for all placings in a tournament.
- L. Tournament Group Betting:** Winning bets must select the player who achieves the highest tournament placing from a selected group. In the event of any player in the group not teeing off, bets will be refunded. Players missing the cut will be eliminated unless all of the players in the group miss the cut. If this occurs the lowest score at that stage will determine the winner. Dead heat rules apply if two or more players are tied at the end of the tournament, unless the result is determined by a playoff in which case the playoff winner is considered the group winner.
- M. Tournament Match Bets:** Winning bets must select the player with the lowest score at the end of the tournament, provided that 36 holes have been played in a 72-hole tournament. If both players finish on the same score, 'Tie' is the winner, regardless of whether the two players involved subsequently contest a playoff. Both players in a match bet must tee off for bets to stand. In a tournament played on a combination of courses, all bets will be refunded if the players do not complete the same itinerary of courses. If one player misses the cut, the other player will be deemed to be the winner. Where both miss the cut, the player with the lowest score after the cut has been made is deemed the winner. If one player is disqualified or withdraws before the cut is made or after both players have made the cut, the other player will be deemed the winner (even if the other player does not make the cut). If a player is disqualified or withdraws in the rounds after the cut, when his/her opponent has already missed the cut, the disqualified player will be deemed the winner. If both players withdraw or are disqualified before the cut, all bets are refunded. The same applies if this happens to them both after they have made the cut.
- N. To hit the fairway:** This market is settled on the finishing position of the golf ball after the tee shot. Official sources will be used for settlement. If no official result can be determined via these sources or TV pictures, bets will be refunded.
- O. To Finish Last:** Winning bets will predict who will finish last in the tournament. Any bets placed on players who withdraw before all scheduled holes are completed will be settled as losing bets. If there is a tie for last place, dead heat rules will apply.
- P. Top 5/10/20:** Bets will be refunded on any player that does not start a tournament. If a player starts and then withdraws for any reason, bets will be losers.
- Q. Top Nationality Markets:** Only the players listed within these markets count. Bets on non-runners will be refunded.



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- R. **Yearly Order of Merit/Official Money List Winner:** Winning bets must predict the winner of the Order of Merit/Official Money List at the end of the season. Settlement is determined following the last counting tournament and will not be affected by any subsequent enquiries or alterations.
  - S. **18-Hole/36-Hole Match Bets:** Winning bets must predict the player with the lowest score over 18/36 holes. If both players finish on the same score, 'Tie' will be the winner, regardless of whether the two players involved subsequently contest a playoff. Both players in a match bet must tee-off for bets to stand.
  - T. **2-Ball/3-Ball Betting:** Winning bets must select the player with the lowest score over the specified number of holes. In the event of any player not teeing off, all bets will be refunded. Once a player has teed off, all bets will stand regardless of whether they subsequently withdraw or are disqualified from the tournament. If a price is offered for the 'Tie' in 2-ball betting, a tied score will result in 'Tie' being declared the winner. If a price is not offered for the 'Tie', all bets will be refunded. Bets will normally be offered based on player pairings or groups in the tournament. In the event of a 2 or 3 ball being rearranged, bets will be settled on the original pairings. Dead Heat rules apply to all 3-ball betting.
  - U. **Bogey Free Round.** Bets will be losers if the player scores a bogey or worse on any hole.
  - V. **Golf Futures.** Oneida Sportsbook will void and refund any future wager on a specific player if that player withdraws before the start of the event. Once a player tees off on the first hole all future wagers on that specific player will stand.
- X. **Hockey**
- A. **Date/Site Changes.** Regular season Hockey games must be played on the scheduled date/location (location is a geographical area or city, but not restricted to a specific arena or venue) to be considered action unless otherwise noted in the specific sports rules section or the inventory game page within the mobile application or web browser application.
  - B. **Minimum Length of Play.** For wagering purposes, unless otherwise stipulated in individual Hockey sports wager rules, results are official after 55 minutes of play for US Pro Hockey and 60 minutes of play for non-US Hockey.
  - C. **Pre-Game Hockey Wager Rules.** Hockey wagers are accepted in the following manner:
    - 1. **Puck Line:** A wager in which a bettor “takes” or “lays” a specified number of goals. The team wagered must “cover” the goal line for the wager to be deemed a winner. Unless otherwise specified as “Regular Time” on the individual market, overtime periods are counted in the final score. In the event of a shootout, the winner of the shootout will have one (1) goal added to its score and one goal will be added to the game total, regardless of the number of shootout goals scored
    - 2. **Money Line:** A wager in which the bettor “takes” or “lays” a specified price. The team wagered must only win the game for the wager to be deemed a winner. Unless otherwise specified as “Regular Time” on the individual market, overtime periods are counted in the final score. In the event of a shootout, the

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winner of the shootout will have one (1) goal added to its score and one goal will be added to the game total, regardless of the number of shootout goals scored.

**3. Total Goals:** A wager on whether the total number of goals scored in a game is over or under a specified number. Unless otherwise specified as “Regular Time” on the individual market, overtime periods are counted in the final score. In the event of a shootout, the winner of the shootout will have one (1) goal added to its score and one goal will be added to the game total, regardless of the number of shootout goals scored.

**4. Periods:** Wagers on any specified period will be decided on goals scored during the specified period only. This wager may be a point spread and/or a money line. All specified periods must be played to their completion or the wager will be refunded. Once a specified period is completed, that specified period wager will stand regardless of the length of the remainder of the game. Third Period wagers do not include overtime periods.

**5. Team to score first:** Settled on the first score of the game. Bets stand even if game is not completed. Overtime counts.

**6. Team to score last:** Settled on the last team to score. Game must be completed. Overtime counts.

**7. Highest Scoring Period:** Bet on which period will produce the most goals. Dead heat rules apply. Game must be completed for bets to stand.

**8. Race to x goals:** Winner being the team who reaches the specified goals tally first. Should neither team reach the total, and a ‘Neither’ option is not offered, then bets on that market will be refunded.

**9. Hockey Props.** Various unique wagers may be offered from time to time, called proposition bets. When wagering proposition bets, unless stated otherwise, overtime does count for settlement of wagers.

**10. Hockey Player Props.** Players do not have to start for action but must play for action. If a player does not take any part in a game, then wagers on that player proposition will be refunded. Player prop wagers do include overtime, but not shootouts unless otherwise specified.

**11. Hockey Futures.** Hockey season long futures are unique wagers which will be offered from time-to-time. For all season long match wagers and division betting, all wagers stand regardless of team relocation, or a change to team name, season length or playoff format. Unless stated otherwise in the market, team(s) must play in all of their scheduled regular season games as determined by the league’s governing body at the start of the season for wagers to have action. If team(s) do not compete in all scheduled games then wagers will be refunded, except for those wagers which have been unconditionally determined. For awards, the official decision made by the governing body on the day the award winner is announced will be final. Any subsequent changes at a later date will not count for betting purposes.

**a) Division of Winning Team.** Wager on which division the winner originates from.

**b) Conference of Winning Team.** Wager on which conference the winner originates from.

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- c) **State of Winning Team.** Wager on which state the winner originates from.
- d) **Country of Winning Team.** Wager on which country the winner originates from.
- e) **Name the Finalists.** Which two teams will meet in the Championship Series. Should no series take place, all bets are refunded.
- f) **Exact Outcome.** Which team will win, and who will they beat in the named series. Should no series take place, all bets are refunded.
- g) **#1 Seed.** Team to be the #1 seed at the end of the regular season.
- h) **Double Chance.** Wager on whether either of the two named teams will be declared the winner for the named market.
- i) **Hockey Division and Conference Futures.** Division Winner markets will be settled on who finishes top of the relevant division after the conclusion of the Regular Season. If two or more teams have the same Regular Season win record, then ties will be broken using the governing body's official rules to determine an outright winner.
- j) **NHL Division Finishing Position.**
  - (1) Wager on the exact position a named team will finish within their division.
  - (2) Conference Winner markets will be settled on team's performance in the playoffs. Regular season records do not count. If there is any change to the post season structure whereby a Conference Finals Series is not possible, or called early, Conference Winner will be settled on the team that advances to the NHL Finals from that Conference.
  - (3) For Playoff Series Winner, the team that advances to the next round is deemed the winner.
  - (4) Wagers for all other markets are refunded if the required minimum number of games (according to the respective governing organizations) are not completed, or the number of games changes.

**12. Hockey Grand Salami Prop.** The Ice Hockey Grand Salami will be decided by adding up all the scores for the games scheduled for that particular day using official league sources. All games must be completed for action. Goals scored in overtime are included.

**D. Live Hockey Rules,**

- 1. All markets (except period, overtime and penalty shootout markets) are considered for regular time only, unless it is mentioned in the market.
- 2. If a match is interrupted and continued within 48 hours after initial start, all open bets will be settled with the final result. Otherwise all undecided bets are considered cancelled.
- 3. If a match is interrupted or postponed and is not continued within 48 hours after initial start date, betting will be cancelled.

**E. Money Line- Winner (Away, Home)**

- 1. Game – Includes overtime

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2. Reg – Regulation only; If match ends in a draw after regulation, all bets are considered cancelled
  3. P1-P3 – Only Goals scored in the specific period are considered
  4. Pen – Which team will win penalty shootout; Only goals during penalty shootout are considered
- F. Total- Total Goals scored by Both Teams (Under, Over)**
1. Game – Includes overtime
  2. Reg – Only goals scored in regulation are considered
  3. P1-P3 – Only goals scored in the specific period are considered
- G. Points Spread- Winner with Handicap in .5 Increments (Away, Home)**
1. Game – Includes overtime
  2. Reg – Only goals during regular time are considered
  3. P1-P3 – Only goals scored in the specific period are considered
- H. Three Way – Outcome (Away, Home, Draw)**
1. Reg – Which team will win the game, no overtime
  2. P1-P3 – Which team wins the specific period
- I. Win Rest – New Game (Away, Home, Tied)**
1. Reg – Which team will score more goals in the remaining time; Not including overtime
  2. P1 – Which team will score more goals in the remaining time of the first period
  3. P2 – Which team will score more goals in the remaining time of the second period
  4. OT – Which team will score more goals in the remaining overtime
- J. Match and Total- Match and Total (Team and Total Parlay)**  
Reg – No overtime
- K. Next Goal- Next Goal Scored (Away, Home, No Goal Scored)**
1. Game – Which team scores next goal in entire game
  2. Reg – Which team scores next goal; Regulation Only
  3. P1-P3 – Only goals scored in specific period are considered
  4. OT – Only goals scored in overtime are considered
  5. Pen – Only goals scored in the penalty shootout are considered
- L. Away Total- Total Goals Scored by Away Team (Over, Under)**
1. Game – Includes overtime
  2. Reg – Only goals scored in regulation are considered
  3. P1-P3 – Only goals scored in the specific period are considered
- M. Home Total- Total Goals Scored by Home Team (Over, Under)**
1. Game – Includes overtime
  2. Reg – Only goals scored in regulation are considered
  3. P1-P3 – Only goals scored in the specific period are considered
- N. Away Goals- Exact Number of Goals Scored by Away Team (0,1,2,3+)**
1. Game – Includes overtime
  2. Reg – Only goals scored in regulation are considered
  3. P1-P3 – Only goals scored in the specific period are considered
- O. Home Goals- Exact number of Goals Scored by Home Team (0, 1, 2, 3+)**
1. Game – Includes overtime

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2. Reg – Only goals scored in regulation are considered
  3. P1-P3 – Only goals scored in the specific period are considered
- P. Exact Goals- Exact Number of Goals Scored by Both Teams (0-1, 2, 3... 9+)**
1. Game – Includes overtime
  2. Reg – Only goals scored in regulation are considered
  3. P1-P3 – Only goals scored in the specific period are considered

**XI. Soccer****A. Date/Site Changes.**

1. Soccer games must be played on the scheduled date and location (location is a geographical area or city, but not restricted to a specific arena or venue) to be considered action unless otherwise noted in the specific sports rules section or the inventory game page within the mobile application or web browser application. A club team playing a European competition is classed as playing at Home if the event is moved from the club's usual ground to a ground within their national boundaries, e.g. when Tottenham Hotspur played their Champions League home games at Wembley Stadium.
2. Oneida Sportsbook will always try to identify matches played at a neutral venue. For matches played at a neutral venue (whether indicated or not), bets will stand regardless of which team is listed as the home team. If an official fixture lists different team details to our scheduled match, then bets will be void, e.g. Reserves/U21s/Development team. This does not apply to instances where Oneida Sportsbook lists a scheduled match without the term 'XI' in the team name or Club Friendlies where all bets stand regardless of the players used to complete regular play, whereby prices are subject to fluctuation. If there is a change of venue, all bets will be deemed void.
3. Specific extra time bets will stand regardless. This is defined as any scheduled period of play, normally two halves of 15 minutes, between the end of regular play and the end of the game. Hence, if any other time period is played these bets will be settled accordingly regardless of the periods played (e.g. 2 halves of 10 minutes).

**B. Minimum Length of Play**

1. For wagering purposes, unless otherwise stipulated in individual Soccer sports wager rules, results are official after 90 minutes of play plus injury time.
2. Abandoned matches: Any scheduled match abandoned before the completion of regular play will be refunded, except for all bets where the outcome has already been determined at the time of abandonment. If a match commences but for whatever reason, including any suspension of play, does not conclude on the same day (local time), all bets on that match will be deemed void except where settlement has already been determined. For example, where the first goal has been scored by a named player, the First Goalscorer and Time of First Goal markets, amongst others, will stand. Where the match is concluded on the same day that it commenced (local time), all bets will stand, regardless of any suspension of play.
3. Suspended matches: Bets on any scheduled match suspended before the completion of regular play will be refunded if the match is not restarted on the same day (local time) and played to completion, even if the governing body

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declares the result of the shortened match to stand for competition purposes. Bets on which the outcome has already been determined at the time of suspension will stand. For example, where the first goal has been scored by a named player, the First Goalscorer and Time of First Goal markets, amongst others, will stand. Where the match is concluded on the same day that it commenced (local time), all bets will stand, regardless of any suspension of play.

Example:

Real Madrid v Barcelona is 1-0 and is suspended due to a crowd disturbance after 47 minutes. Match does not continue on same day but is played to a conclusion (48-90) a week later. Any bets already determined are settled eg First Goalscorer, Half-Time, First Goal etc. All other bets are refunded.

Real Madrid v Barcelona is 1-0 and is suspended due to a crowd disturbance after 47 minutes. Match continues 2 hours later on same day and is played to a conclusion (48-90). All bets are settled as normal.

4. Postponed matches: For any cancelled or postponed match, any bets struck prior to the scheduled kick-off will be refunded. All bets stand on any match that is delayed prior to the scheduled kick-off time and takes place on the same day. Matches played in a tournament finals, e.g. World Cup Finals, European Championship Finals, or Copa America Finals (but not qualifiers for these finals) will not be void if postponed and will stand for the new date they are played.

C. **Pre-Game Soccer Wager Rules**

1. **90-Minute:** Wager is on the outcome of a soccer match, determined on the score at the end of 90 minutes of play PLUS any time the referee adds to compensate for injuries and other stoppages. 90-Minute wagers do not include periods of extra time or penalty shootouts. If a match takes place but is not completed as advertised (e.g. it is not a 90-minute match or is split into three periods, rather than two), all bets in the match will be refunded. If any team starts a match with less than 11 players, all bets on that match will be refunded. If a match is postponed or cancelled, any bets placed prior to the scheduled start of the match will be refunded.

2. **To Advance/To Lift the Trophy:** Wager on a team in a soccer match to advance to the next level or round of competition. Wagers will be decided on the score at the referee's final whistle at the match's natural conclusion, whether the match is decided in regular time, extra time or in a penalty shootout.

3. **Three Way:** A wager in which there are three (3) possible outcomes in a soccer match. If the wagering offer on a match includes the draw as a third option and the match ends in a draw, wagers on the draw will be paid, while wagers on both teams will lose. Three Way wagers will be decided on the score after 90 minutes of play and any time the referee adds to compensate for injuries and other stoppages.

4. **First/Last Goalscorer:** A wager on which player will score first/last in a soccer match. Wagers are refunded on player who does not take part in the match or who comes on as a substitute after the first goal has been scored. Own goals do not count for first goalscorer bets and are ignored for settlement purposes. For Last Goalscorer wagers and wagers for a player to score 2 and 3 or more goals, all

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players taking part at any point of the match are deemed to have played for the purposes of Last Goalscorer bets, irrespective of whether they were on the field at the time the last goal was scored.

**5. Double Result:** A wager on the result at half-time and full-time (i.e. at the end of 45 minutes plus injury time and 90 minutes plus injury time). Wagers will be refunded if the match is abandoned prior to the completion of 90 minutes play plus injury time.

**6. Spread and Total:** Bets settled on outcome of the period the markets relate to. If the outcome is exactly equal to the betting line, then bets will be refunded.

**7. Total Goals Odd/Even:** Resulted on the score at the end of regulation. No goals counts as even in this market.

**8. Penalty Shootout Winner:** Wager on the outcome of the Penalty Shootout. Should a shootout not take place, then bets will be refunded.

**9. Correct Score:** Wager on the final score. The match must be completed or else bets will be refunded.

**10. Double Chance:** Wager on whether either of the two named teams will be declared the winner for the named market.

**11. Team to score first:** Settled on the first score of the game. Bets stand even if game is not completed. Any periods of extra time do not count.

**12. Team to score last:** Settled on the last team to score. Game must be completed.

**13. Highest Scoring Half:** Bet on which half will produce the most goals. Dead heat rules apply if tie is not an option. Game must be completed for bets to stand.

**14. Race to x goals:** Winner being the team who reaches the specified goals tally first. Should neither team reach the total, and a 'Neither' option is not offered, then bets on that market will be refunded.

**15. Top Goalscorer/Top Team Goalscorer:** A wager on the player to be the top goalscorer in a tournament, league or cup. All wagers are action in a tournament provided the player is named in the playing squad and has the opportunity to play in the named tournament. If more than one player finishes on the same number of goals, then dead heat rules will apply. Goals scored in penalty shoot-outs do not count. Wagers placed on a player to be top Goalscorer in a given league are based on regular season games only and do not include play-offs.

**16. Time of First Goal:** Wagers on the time of the first goal in a match. The 1st minute of the game is considered to be from the 1st second to the 59th second. The 2nd minute is from 1 minute to 1 minute 59 seconds. If a goal is scored in injury time of first half, the winning selection will be the 41-50 min bracket. If the goal is scored in injury time of the second half, the winning selection will be the 81-90 minute bracket.

**17. Team to Qualify for Next Round:** If a game offered within a specific round of a competition is postponed, 'Team To Qualify' bets still stand, irrespective of the length of the delay. If a team qualifies for the next round but no match is played (opposition withdraws/is disqualified), all bets on the To Qualify market will be void. When a price is quoted for a team to qualify for the next



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round of a given tournament over two legs, bets placed on that market will be settled immediately on completion of the second match based upon the events that occur during both matches. This will include normal time, injury/stoppage time added on by the match official at the end of normal time, extra time, away goals if applicable, and penalty shoot-outs; should the tie progress as such. Matches where one leg of the tie is no longer played at the venue advertised, bets will stand as long as the venue remains in the same country and is not switched to the opponent's ground/another country. Should this occur, all bets will be void. Matches originally set to be played in a Neutral country will stand if moved to another country. If a tie is reduced from 2 legs to 1 leg, then all Team to Qualify bets will be deemed void.

**18. Bookings and Cards:**

- a) All Cards/Bookings wagers are based on cards shown during regular play only. The following cards will not apply for betting purposes: cards that take place in extra time; cards cancelled by the referee during the match; cards shown to non-active players; cards shown before the kick-off or after the final whistle; and cards shown between the final whistle of regular time and the start of extra time. Cards shown during the half-time interval count towards second-half and full-time markets. For all markets relating to booking points, the following rules apply: a yellow card is 10 points; a red card is 25 points; however, a second yellow card is ignored such that a maximum of 35 points can be awarded per player. For all markets relating to cards, the following rules apply: a yellow card counts as 1; a red card counts as 2; however, a second yellow card is ignored such that a maximum of 3 cards can be awarded per player for betting purposes.
- b) Tournament Cards/Bookings bets are settled on total number of bookings that occur within a specified tournament. The result from the official tournament website will be used for settlement.

- D. **Soccer Futures.** Soccer season long futures are unique wagers that will be offered from time-to- time.
- E. **Soccer Division Winner Futures.** For Divisional/League winner markets, wagers are settled on the final League positions at the end of the scheduled season, irrespective of what happens in any Divisional play-offs, with wagers on "Who Will Win a League" being settled on the team who lifts the trophy. Wagers will stand on any team that does not complete all its games. Season match wagers are settled on which of two teams will place highest in the league at the end of the season. If teams finish level on points, then the tie breaker used by the league (e.g. goal difference or head-to-head records) will decide the winner.
- F. **Soccer Top Goalscorer Futures.** Wagers placed on a player to be the Top Goalscorer in a given league are based on regular season games only. Any goals scored in subsequent play-off games do not count for betting purposes. Once a player is named in the squad and has the opportunity to play in the league that season, wagers will stand. Wagers placed on a player to be the top scorer in a given Tournament, or to be Top Team Goalscorer in a given tournament, will stand as long as the player is named in the squad and has the opportunity to play

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in the named tournament. If more than one player finishes on the same number of goals, then dead-heat rules apply (any tournament top scorer award, for example "Golden Boot" is ignored for settlement purposes). Goals scored in Extra-Time will count, but goals scored within Penalty Shootouts will not count.

**G. Live Soccer Rules.**

1. All markets (except halftime, first half markets, overtime and penalty shootout) are considered for regular time only.
2. If a match is interrupted and continued within 48 hours after initial kick-off, all open bets will be settled with the final result. Otherwise, all undecided bets are considered cancelled.
3. Regular 90 minutes: markets are based on the result at the end of a scheduled 90 minutes play unless otherwise stated. This includes any added injury or stoppage time but does not include extra-time, time allocated for a penalty shootout or golden goal.
4. Corner kicks awarded but not taken are not considered.
5. **Three Way- Outcome (Away, Home, Draw)**
  - a) Reg – Which team will win the match; Regulation only
  - b) H1 – Which team will win the first half
  - c) H2 – Which team will win the second half; Regulation only
  - d) OT – Which team will win the overtime; Does not include penalty shootout
6. **Money Line-Winner (Away, Home)**
  - a) Reg – Regulation only; If match ends in a draw after regulation, all bets are considered cancelled
  - b) Pen – Which team will win penalty shootout; Only goals during penalty shootout are considered
7. **Advance Next Round – Which Team Advances to Next Round (Away, Home).** Game – Includes overtime and penalty shootout if applicable.
8. **Win Rest- New Game (Away, Home, Draw)**
  - a) Reg – Which team will score more goals in the remaining time; Not including overtime
  - b) H1 – Which team will score more goals in the remaining time of the first half
  - c) OT – Which team will score more goals in the remaining overtime period.
9. **Next Goal- Which Team Scores Next Goal (Away, Home, No Goal Scored)**
  - a) Reg – Regulation Only
  - b) H1 – Only goals scored in first half are considered
  - c) OT – Only goals scored in overtime are considered
  - d) Pen – Only goals scored in the penalty shootout are considered
10. **Next Goal When- When will Next Goal be Scored (Time Intervals).** Reg – Settled on the time when the goal is scored; 15:01 counts as 16-30; 31-45 and 76-90 include any injury time; The time which is displayed on TV is considered, if not available the time when the ball crosses the goal line is considered and will be settled based on the time clock shown on TV.

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- 11. Asian Handicap- Winner with Handicap in .25 Increments (Away, Home)**
  - a) Quarter handicaps split the bet between the two closest half intervals. For example, a \$1000 bet on a handicap of +.75 is the same as \$500 on +.5 and \$500 on +1. The bet is automatically split between the two. The player can win, tie, or lose, each half.
  - b) Reg – Only goals during regulation time are considered
  - c) H1 - Only goals during the first half are considered
- 12. Total- Total Goals Scored by both Teams in .5 Increments (Over, Under)**
  - a) Reg – Only goals during regulation time are considered
  - b) H1 – Only goals during the first half are considered
  - c) H2 – Only goals during the second half are considered
  - d) OT – Only goals during overtime are considered
- 13. Asian Total- Total Goals by both Teams in .25 Increments**
  - a) Quarter handicaps split the bet between the two closest half intervals. For example, a \$1000 bet on a handicap of +1.75 is the same as \$500 on +1.5 and \$500 on +2. The bet is automatically split between the two. The player can win, tie, or lose, each half.
  - b) Reg – Only goals during regulation time are considered
  - c) H1 – Only goals during the first half are considered
- 14. Away Total- Total Goals Scored by Away Team (Over, Under).** Reg – Total goals scored by away team in the game
- 15. Home Total- Total Goals Scored by Home Team (Over, Under).** Reg – Total goals scored by home team in the game
- 16. Match and Total- Match and Total (Team and Total Parlay).** Reg – No overtime
- 17. Correct Score- Exact Final Score (Away Team Winning Score, Home Team Winning Score).** Reg – No Overtime
- 18. Exact Goals- Exact Number of Goals Scored by Both Teams (0-1, 2, 3, 4, 5, 6+)**
  - a) Reg – Only goals scored in regulation are considered
  - b) H1 – Only goals scored in the first half are considered
- 19. Away Goals- Exact Number of Goals Scored by Away Team (0, 1, 2, 3+)**
  - a) Reg – Only goals scored in regulation are considered
  - b) H1 – Only goals scored in the first half are considered
- 20. Home Goals- Exact Number of Goals Scored by Home Team (0, 1, 2, 3+)**
  - a) Reg – Only goals scored in regulation are considered
  - b) H1 – Only goals scored in the first half are considered
- 21. How Decided- How Will the Game be Decided (Away, Home in Reg/OT/PKS).** Game – Either team can win in regulation, in overtime, or in a penalty shootout
- 22. Both Score- Will both Teams Score (Yes, No).** Reg – Regulation only

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23. **Odd Even- Final Combine Score will be (Odd, Even).** Reg – Regulation only
24. **Corner Bet- Most Corners (Away, Home)**  
 a) Reg – Regulation only  
 b) H1 – Only corner kicks in first half will be considered
25. **Corner Handicap- Head to Head Handicap in .5 Increments (Away, Home)**  
 a) Reg – Regulation only  
 b) H1 – Only corner kicks in first half will be considered
26. **Total Corners- Combined Corner Kicks in .5 Increments (Away, Home)**  
 a) Reg – Regulation only  
 b) H1 – Only corner kicks in first half will be considered
27. **Corners Away- Total Corner Kicks by Away Team in Fixed Intervals (0-2, 3-4, 5-6, 7+).** Reg – Regulation only
28. **Corner Home- Total Corner Kicks by Home Team in Fixed Intervals (0-2, 3-4, 5-6, 7+).** Reg – Regulation only

**XII. Table Tennis**

- A. Date/Site Changes.** All events must take place on the scheduled calendar day (local time) otherwise, all bets on the game will be void. However, if a match in the Olympics or World Championships is postponed bets will stand providing the match is rescheduled to take place before the closing ceremony. Event(s) must take place in the same city, but not restricted to a specific venue or arena.
- B. Minimum Length of Play**
1. In the event of a match not taking place or if a player/team is given a walkover, bets on that match are refunded.
  2. In the event of a match starting but not being completed for any reason, all bets on the outcome of the match will be refunded, except for those markets that have been unconditionally determined.
- C. Table Tennis Wagers**
1. **Match Winner:** Wager on who will win the match.
  2. **Set Betting (Correct Score):** The bet refers to the correct final score in sets.
  3. **Set Winner:** This bet refers to winner of a specific set. The respective set must be completed for bets to stand.
  4. **Lead after x points:** Who will have most points after the listed number of points have been played. Draw will be an option and will be the winner if tied at that stage. Should Draw not be offered, and the score is tied, then bets will be refunded.
  5. **Race to x points:** Winner being the team/player who reaches the specified points tally first. Should neither team reach the total, and a 'Neither' option is not offered, then bets on that market will be refunded.
  6. **Who will win Nth point:** Betting on who will win the named point. Should the point not take place, bets will be refunded.
  7. **Tournament Winner:** Team/Player to win the named tournament. Should a participant take no part in the competition then bets on them will be refunded.

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Should they withdraw or be disqualified after the tournament begins, then bets on them will stand.

## XIII. Tennis

- A. **Date/Site Changes.** If a match is postponed your bet will stand provided ~~eding~~ the match is rescheduled to take place before the end of the tournament. In the event of a change of venue, playing surface or change from indoor court to outdoor or vice versa, all bets remain action. For any match played outside of a tournament format, all bets are void if the match is not played on the scheduled date.

B. **Minimum Length of Play.**

1. If a player retires or is disqualified either before the match starts or before the conclusion of the first set, all wagers will be voided.

2. If a player retires or is disqualified after the 1<sup>st</sup> set has concluded, then the opposing player will be deemed the winner for all wagering purposes.

B.3. If a match does not reach its natural conclusion, all full-match markets (Game/Set Spread and Totals) will be refunded. At least one set of the match must be completed. In the event of a tennis match not taking place, bets on this match are refunded. In the case of a walkover, if a player has completed the first set, the bets are action. If the walkover is before the first set completed, the bets are refunded.

C. **Pre-Game Tennis Wager Rules**

1. **Match betting:** A wager on one or more specified players(s) versus one or more other specified players(s) in a designated match. If a player withdraws (retires) or is disqualified after the first set has been completed, the player progressing to the next round or who is awarded the match by the umpire will be considered the winner. If the first set has not been completed, all match bets will be refunded.

2. If a match does not reach a natural conclusion, any markets (besides match betting) that are not unconditionally determined will be refunded. In the event of a change to playing surface, venue or change from indoor court to outdoor and vice versa, all bets stand.

3. **Set Betting:** The full number of sets required to win the match must be completed. If a player is awarded the match prior to the full number of sets being completed, all set betting on that match will be refunded. If a match is decided by a Champions tie-break, then this will be considered the third set.

4. **Bet In-Play, Game by Game betting**

a) A game is defined as an ordinary game (not a tie break) which is completed on the same day that it commenced.

b) If a game is completed after an interruption for any reason that game shall be deemed to be complete for betting purposes.

c) If a game is completed by the awarding of a penalty point by the umpire, the game shall be deemed to be complete. However, if a game is completed by the awarding of a penalty game by the umpire, the game shall be refunded, and all stakes shall be returned.

d) If a player retires from a match while a game is in progress, but before that game has been completed, that game shall be deemed to be

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incomplete and all stakes shall be returned. Bets on a game which subsequently becomes a tie break will be settled as refunded.

5. **Current Set Betting:** If a player retires from a match while a set is in progress, but before that set has been completed, that set shall be deemed to be incomplete and all stakes shall be returned.
6. **Handicap betting:** This bet is based on the number of games each player wins in a given match. E.g. a player given a 3.5 game start on the handicap who loses 7-6, 7-6, 7-6, would be the winner for handicap betting purposes. If a player is awarded the match due to a withdrawal prior to the full number of sets being completed, all handicap bets on that match will be refunded unless, at the time of the withdrawal, the result of the handicap betting is already determined.
7. **Total games:** Bets on the total number of games in a match will be over/under a particular number, e.g. 21.5 games. In the event of a retirement, bets will be refunded unless at the time of the withdrawal the result of the total games is already determined e.g. If a match is abandoned at 6-4 4-4, bets on Over/Under 19.5 games or fewer in the match are settled as winners/losers respectively, since any conclusion to the match would have to have had at least 20 games.
8. **To Win / Lose First Set and Win the Match:** If either player withdraws from the match before the first set finishes, then bets will be refunded. If the first set has been completed, then the match part of the bet will be determined by the player awarded the match.
9. **Match Tiebreaks:**
  - a) In some competitions, an extended tie-break (Match Tiebreak – sometimes referred to as a “Super Tiebreak”) is played in place of a final deciding set. For settlement purposes, this Match Tiebreak will be considered as one set (for set-related markets) and one game (for game-related markets). For example, in a ‘Best of three sets’ match, if Team A won the first set 6-0, Team B won the second set 6-0 and then Team B went on to win the Match Tiebreak, then the market Set Betting would be settled as 2-1 in Team B’s favor. The market Total Games would be settled against a total of 13 games.
  - b) For tennis matches that use the Match Tiebreak (in place of a final set), in the event that the next game turns out to be a Match Tiebreak, bets on the following markets will all be settled as refunded.
10. **Game/Point Related Markets:** If the wrong player has been set as the server for any individual game (Current or Next Game) then all markets relating to the outcome of that specific game will be refunded, regardless of the result. In the event of a game not being completed, all bets on the game will be refunded with the exception of Game to Deuce if the result has already been determined.
11. **Lead after x points:** Who will have most points after the listed number of points have been played. Draw will be an option and will be the winner if tied at that stage. Should Draw not be offered, and the score is tied, then bets will be refunded.
12. **Race to x points:** Winner being the team/player who reaches the specified points tally first. Should neither team reach the total, and a ‘Neither’ option is not offered, then bets on that market will be refunded.

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- 13. Who will win Nth point:** Betting on who will win the named point. Should the point not take place, bets will be refunded.
- 14. Tournament Winner:** Team/Player to win the named tournament. Should a participant take no part in the competition then bets on them will be refunded. Should they withdraw or be disqualified after the tournament begins, then bets on them will stand.
- 15. Quarter Winner:** Team/Player to win the Quarter of the Draw they are in. Should a participant take no part in the competition then bets on them will be refunded. Should they withdraw or be disqualified after the tournament begins, then bets on them will stand.
- 16. IPTL (International Premier Tennis League) Substitute Players**  
If during a set a player is substituted, ALL bets including “bet in play” will stand. If a set doesn’t start with the players indicated, all bets on that set will be refunded.
- D. Live Tennis Rules**
1. In case of a retirement or walk over of any player, all undecided bets are considered cancelled.
  2. In case of a delay (rain, darkness...) all markets remain unsettled and the trading will be continued as soon as the match continues.
  3. If penalty point(s) are awarded by the umpire, all bets on that game will stand
  4. In case of a match being finished before certain points/games were finished, all affected point/game related markets are considered cancelled.
  5. If a match is decided by a match tie-break, then it will be considered to be the third set.
  6. Every tie-break or match tie-break counts as 1 game
- E. Money Line – Winner (Player1, Player2)**
1. Game – Which player will win the match
  2. TSet – Which player will win the specific set
  3. TGame – Which player will win the next game
- F. Total – Total games played (Over, Under)**
1. Game – Entire match
  2. TSet – Specific set
- G. Which player will win games X and Y of set N (Player1, Player2, Split).**  
Game – Always for the next 2 games; offered only before the first of the 2 games is started
- H. Number of Sets, Best of 3 – Exact number of sets played in match (2 Sets, 3 Sets).** Game – Best of 3 sets
- I. Number of Sets, Best of 5 – Exact number of sets played in match (3 Sets, 4 Sets, 5 Sets).** Game – Best of 5 sets
- J. Final results (Player1 Wins 2-0, 2-1; Player2 wins 2-0, 2-1).** Game – In sets, best of 3
- K. Final results (Player1 Wins 3-0, 3-1, 3-2; Player2 wins 3-0, 3-1, 3-2).** Game – In sets, best of 5
- L. Correct Score – Exact final score (Player1 Winning Score, Player2 Winning Score)**



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1. TSet – Specific score for the set
2. TGame – Specific score for a specific game by set

**M. Odd Even – Total number of games played**

1. Game – Games for the entire match are considered
2. TSet – Only games of specific set are considered

**XIV. Esports**

- A. If there is a change to the scheduled number of games or maps played in the match, bets placed on this market will stand.
- B. If there is a change in the venue for a match, bets placed on this market will stand.
- C. If there is a change in the team members in the match, bets placed on this market will stand
- D. If a player participates in an official match with a different/wrong nickname bets placed on this market will stand unless it is clear that it was not the player that was supposed to play the match.
- E. If the name of a player or team has been spelt incorrectly, bets placed on this market will stand.
- F. If a match is postponed or re-scheduled, bets placed on this market will stand, provided, the match is played before the end of the competition.
- G. If a match is postponed and not played the end of the competition, bets placed on this market will be void.
- H. If a player or team is given a walkover on at least one game or map before the match starts, bets placed on this market will be void.
- I. If a player or team is given a bye into the next round before the match starts, bets placed on this market will be void
- J. If a player or team is disqualified or retires from the match, bets on this market will be settled on the player or team determined as the winner by the official rules of the respective governing body.

**XV. Olympics**

- A. **General Olympic Rules.** If an event is cancelled, all bets are void. If any event/match is postponed bets will stand providing the event is rescheduled to take place before the closing ceremony. This rule supersedes any of the individual sports' postponement rules. If a competitor or team does not start a race or tournament then bets placed on that competitor or team will be considered void and stakes will be refunded.
- B. **Final Medal Placings.** All bets on the number of medals will be settled on the official medal table at the end of the Olympic Games. Any changes made by any governing body at a later date do not count for betting purposes.
- C. **World Records and Olympic Records.**
  1. All bets are settled using unofficial results reported immediately after the conclusion of the event.
  2. All bets on the cumulative number of Olympic Records or World Records will be settled at the end of the Olympic Games.
- D. **Results**
  1. All bets are settled using unofficial results reported immediately after the conclusion of the event.

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2. In the event of more than one medal being awarded for the same position, for example there is potential for 2 bronze medals in boxing, Dead Heat Rules apply.

**E. Olympic Wagers**

1. **Team Medals:** Any medals won by a team/nation per competition count as one medal regardless of the number of team members.

2. **Which country will win the most gold medals:** If two or more countries gain an equal number of gold medals, the number of silver medals will decide. If the number of medals is still equal, the number of bronze medals will decide.

3. **Which country will win the most silver medals:** If two or more countries gain an equal number of silver medals, the number of gold medals will decide. If the number of medals is still equal, the number of bronze medals will decide.

4. **Which country will win the most bronze medals:** If two or more countries gain an equal number of bronze medals, the number of gold medals will decide. If the number of medals is still equal, the number of silver medals will decide.

5. **Head to Head betting**

a) For markets relating to a full event, wagers are settled based on the final ranking from the official results. If there is no official final ranking, then the last successfully completed match/stage will be considered the final position. If competitors finish the event in the same position or their last successfully completed stage was the same, dead heat rules apply.

b) For markets involving a particular stage of a competition, all wagers are settled based on the official results at the end of that stage. If the competitors finish the stage in the same position, dead heat rules apply.

c) If one or more competitors do not start, all bets are void. If a competitor starts the competition but is subsequently disqualified or does not complete the competition, all bets on that competitor are settled as losing wagers. If all listed competitors start the competition but are subsequently disqualified or do not complete the competition, then all bets are void.

**XVI. In-Play Wagers**

A. If games do not finish in their entirety, Handicap and Total “In-play” wagers will be refunded.

B. Once an in-play wager is submitted, it will be considered “action” and will not be voided.

C. For partial-game wagering, wagers are considered “action” upon the completion of the specified proposition.

**D. Football**

1. Overtime periods count towards the point line, total, and money line for full game wagers, unless otherwise specified.

2. Ties will be refunded.

**E. Basketball**

1. Overtime periods count towards the point line, total, and money line for full game and second half wagers, unless otherwise specified.

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2. Ties will be refunded.

- F. **Baseball.** The event needs to go at least 8 ½ innings for the spread and totals markets to be “action”. At least 6 ½ innings for a seven-inning game
- G. **Hockey.** For In-play period wagers, the period must be played to its conclusion to have “action.”
- H. **Soccer.** Wagers for all full-game propositions are valid providing at least 90 minutes of play plus added injury time by the officials has occurred, unless otherwise specified. Extra time or penalty kicks are not included.
- I. **Tennis.** Following the completion of at least 1 full set, whoever is declared the winner of the match will be considered the winner for betting purposes. For all game spreads and game totals, the match must be completed in full for these bets to have action.

**XVII. Voids/Cancellations.**

- A. Oneida Casino Sportsbook reserves the right, at its own discretion, to declare a bet void, totally or partially, if it is obvious that any of the following circumstances have occurred:
  - 1. Bets have been offered, placed and/or accepted due to an error, which may include, but is not limited to, incorrectly posting the events, odds, wagers, and/or results.
  - 2. Bets placed while the website was encountering technical problems, that would otherwise not have been accepted.
  - 3. Influence Betting.
  - 4. Syndicate Betting.
  - 5. A result has been affected by illegal activity, directly or indirectly.
  - 6. Wagers involved in Suspicious Transaction Reporting.
  - 7. Any erroneous pre-game wagers accepted after the scheduled start time.
  - 8. Any erroneous live-game wagers accepted at an incorrect price due to delayed or failing of the ‘Live’ coverage.
- B. Tickets will not be cancelled or voided prior to the start of an event except as provided in this section.
- C. Once both parties accept a wager, tickets will not be cancelled or voided after an event officially begins except as provided in this section.
- D. Customer’s may not cancel wagers at any time or for any reason without the approval of on Oneida Casino Sportsbook manager/supervisor.
- E. Oneida Casino Sportsbook reserves the right to cancel or suspend wagering on events related to a Suspicious Transaction Report by posting notice of any such suspension/cancellation in the Oneida Casino Sportsbook.

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**XVIII. Pay Charts**

Parlay Odds - Totals Included						
2	3	4	5	6	7	8
13.5/5	6.5/1	13/1	25/1	48/1	92/1	180/1
TIES REDUCE TO NEXT LEVEL						
6 Point Football Teaser Pay Table - Totals Included						
2	3	4	5	6	7	8
-125	+150	+250	+400	+600	+900	+1250
6.5 Point Football Teaser Pay Table - Totals Included						
2	3	4	5	6	7	8
-140	+140	+200	+350	+500	+800	+1100
TIES REDUCE TO NEXT LEVEL						
7 Point Football Teaser Pay Table - Totals Included						
2	3	4	5	6	7	8
-150	+120	+180	+300	+425	+650	+900
TIES REDUCE TO NEXT LEVEL						
5 Point Basketball Teaser Pay Table - Totals Included						
2	3	4	5	6	7	8
-120	+140	+200	+350	+500	+700	+1000
TIES REDUCE TO NEXT LEVEL						
5.5 Point Basketball Teaser Pay Table - Totals Included						
2	3	4	5	6	7	8
-125	+135	+190	+300	+450	+650	+900
TIES REDUCE TO NEXT LEVEL						
6 Point Basketball Teaser Pay Table - Totals Included						
2	3	4	5	6	7	8
-140	+120	+180	+280	+400	+600	+800

- A. Odds are for Football and Basketball based on -110.
- B. Max "Off the Board" payout on any parlay or teaser is 299 to 1.

**XIX. Parlays & Teasers**

- A. **Parlays**
  1. All parlay bets placed are subject to the sportsbook house rules that apply to each individual sport that relates to any leg of any parlay bet.
  2. Off-the-board maximum off the board parlay payoff limit/Cap is 299:1.
  3. A parlay bet will be reduced to the next number of teams played if any of the games result in a betting tie or if any of the games are postponed or cancelled. If this parlay consists of two team in the above situation, the remaining game becomes a straight bet.
- B. **Teasers.** In the case of any of the selections resulting in a tie the selection will be treated as a Push and the teaser will reduce to the next leg. Teaser bets are governed by the same rules as parlay bets. The only exception is the two team teaser. If one of the games result in a betting tie, there is no action and the wager will be refunded.

**XX. Mobile Wagering Accounts (When Applicable)**

- A. Account holder must be at least 21 years of age.

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- B.** Oneida Casino Sportsbook posted House Rules and regulations are applicable to Mobile Wagering Accounts. House Rules are available to view in the Support area of Mobile Wagering App.
- C.** For an individual account, the patron must personally appear and provide Oneida Casino Sportsbook with valid proof of identification and social security number prior to activating an account.
- D.** Mobile Wagering Account transactions through the Mobile Wagering App cannot be accepted from any individual who does not have a valid Mobile Wagering Account in good standing.
- E.** Management reserves the right to refuse any application.
- F.** Management reserves the right to suspend an account for reasons it deems sufficient.
- G.** Management reserves the right to terminate and settle the account balance with the patron for reasons it deems sufficient.
- H.** Management shall keep all wagering account information in accordance with its privacy policy.
- I.** Only the person named and identified as the account holder for an individual account can conduct transactions on the account. No agents or representatives will be permitted to access the account. For a business entity account the designated individual(s) of the business entity may conduct transactions and be permitted access to the account.
- J.** Mobile Wagering Account transactions are accepted through the Mobile Wagering App.
- K.** Wagers placed through the Mobile Wagering App are binding when the patron verifies and confirms purchase of wager displayed on the screen.
- L.** Wagers will not be accepted if they exceed the balance in the account.
- M.** Mobile Wagering Account withdrawals and subsequent deposits made at any Casino authorized location during business hours must be signed and authorized by the account holder.
- N.** Mobile Wagering Account winnings are subject to IRS reporting and/or withholdings.
- O.** Wagers placed through the Mobile Wagering App are the sole responsibility of the account holder. Management is not responsible for unauthorized access to the account.
- P.** History of transactions placed through the Mobile Wagering App will be available for a minimum of 60-days in the My Wagers and statement pages.
- Q.** If you do not place any wagers for 18 months consecutively, your account may be suspended from play and classified as dormant. To reactivate the account, you must appear in person at any location which is available for account opening to re-validate your identity. We may close the dormant account at our own discretion at any time.
- R.** Unless otherwise stated, all rules apply to both wagers made in person and to wagers made using the Casino Mobile Wagering App.
- S.** For wagers made through the Mobile Wagering App, the terms of your wager are displayed before you tap "Place Bet," which action is deemed an acceptance of the wager terms by you. Our acceptance of the wager request is displayed in a

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confirmation message on your mobile device and can be reviewed in the My Wagers section of the Mobile Wagering App at any time.

- T. Payment of winning wagers will be made when Casino confirms and posts results. Winning wagers will be applied directly to your Mobile Wagering Account.
- U. Wagers may only be accepted from within the approved permitted locations. Oneida Casino Sportsbook is prohibited by law from accepting wagers originating from outside the permitted locations.
- V. Changes will automatically be updated within the Mobile Wagering App. Any changes on bet-selections will require your acceptance of the revised change before your wager can be confirmed.
- W. Mobile Wagering Accounts are subject to an audit at the discretion of management at any time. If it is determined that account balances are inaccurate or in error as a result of posting errors, late decision adjustments, modifications mandated by notifications or decisions of Gaming Management or other system errors, the Mobile wagering Account will be adjusted to reflect the findings of the audit. An account may also be adjusted as a result of the resolution of a customer dispute. In the event an adjustment would result in a negative balance in the account, all activity in the account will be suspended until agreement on the adjustment is reached between the account holder and system operator. If the parties are unable to agree on the adjustment the matter will be submitted to the Oneida Gaming Commission for resolution as a customer dispute.
- X. Mobile Wagering Account rules and regulations are subject to change by management at any time.
- Y. Due to possible delays or inaccuracies, the LIVE scoreboard may not be reflective of actual LIVE scores and therefore should not be solely relied upon in determining whether to place a bet or not.

**XXI. Prohibited Participants**

- A. Persons under 21 years old.
- B. Persons placing a wager as an agent or proxy.
- C. Any athlete, coach, referee, player in or on any sports event overseen by that person's sport's governing body.
- D. Any person who holds a position of authority or influence to persuade the participants in a sporting contest, including, but not limited to coaches, managers, handlers, or athletic trainers.
- E. Persons who have nonpublic information about an event or a participant in an event, who are in a position to affect the outcome of an event, or whose participation in wagering on an event might cause the appearance of a conflict of interest, shall be prohibited from wagering on the event or a market in the event. This includes but is not limited to the following types of persons:
  1. athletes participating in the event; and
  2. employees or contractors of the governing body for the event, employees and contractors of the owner or management of a team participating in the event, and employees and contractors of athletes participating in the events, including but not limited to: referees, officials, coaches, managers, handlers, athletic trainers, team physicians, and other physicians providing medical consultation or treatment of an event participant.

## ONEIDA CASINO SPORTSBOOK

## RULES OF PLAY

**XXII. Patron Questions and Complaints.** In the event that a customer has a dispute involving a placed wager, or the way in which a bet or market type has been settled, Oneida Casino Sportsbook is responsible receiving and addressing any patron disputes. Patron questions or complaints can be submitted in person at the Sportsbook or mailed to Oneida Casino Sportsbook PO Box 365 Oneida WI, 54155. All requests will be responded to within ten (10) business days. Gaming Management will attempt to resolve any disputes with the patron, however if a patron is not satisfied with the resolution of a dispute offered by Gaming Management, the patron may contact the Oneida Gaming Commission at P.O Box 79, Oneida, WI 54155.

**XXIII. Acceptance of Disclosed Terms and Liabilities**

- A.** You hereby accept that by using the services, there is a risk that you may, as well as winning money, lose money. You agree that your use of the services is at your own risk and Oneida Casino Sportsbook and affiliated parties accept no responsibility and shall not be liable for any consequences that are alleged to have occurred through your use, or misuse, of the services.
- B.** Oneida Casino Sportsbook and affiliated parties are not liable for any failure of equipment/software and or loss by any act of God, power failure, disputes that may affect the placing of wagers/bets.
- C.** Oneida Casino Sportsbook reserves the right to cancel or suspend wagering on events related to a suspicious transaction report by posting notice of any such suspension/cancellation in the Oneida Casino Sportsbook.
- D.** Patrons agree that these house rules have been read and accepted prior to the submission of any wagers.

Last updated ~~March 9<sup>th</sup>~~ April 7<sup>th</sup>, 2022.

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**ONEIDA CASINO**

**SPORTSBOOK  
RULES OF PLAY**

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## RULES OF PLAY

### I. In General:

- A. Patron must be 21 years of age or older to place a sports wager.
- B. Patrons should familiarize themselves with these Oneida Casino Sportsbook House Rules before placing a bet. By placing a bet, the patron acknowledges and accepts these House Rules.
- C. Management will make every effort to ensure the odds displayed on their screen are accurate.
  - 1. Computer generated point spreads / odds shall determine winners, losers, ties and payout odds.
  - 2. For the protection of all concerned, management will retain a record of all point spreads and odds in case of technical or human error.
  - 3. All statistical and other data displayed on the Sportsbook screens, wall boards, scratch sheets, etc. are for the convenience of our patrons only. Maximum care is taken to ensure the accuracy of such information.
  - 4. Odds or line changes will be noticed to customers via automatic updates conducted in the risk management system and will be reflected on the odds boards.
- D. Casino Sportsbook is not responsible for lost, stolen, altered or unreadable tickets. Lost or stolen ticket claims will be paid upon presentation of supporting information or documentation. In the absence of such documentation The Casino reserves the right to wait at least 120 days after the conclusion of the event and/or racing meet to make its decision regarding payment.
- E. Management will make every reasonable effort to resolve disputes. Any unresolved dispute arising as a result of wagers accepted by Oneida Casino Sportsbook shall be submitted in writing to the Oneida Gaming Commission.
- F. Oneida Casino Sportsbook reserves the right to prohibit the below sportsbook participants:
  - 1. Any patron on the exclusion list;
  - 2. Any patron with a suspended Wagering Account;
  - 3. Self-excluded patrons; and
  - 4. Banned patrons.
- G. Oneida Casino Sportsbook reserves the right to add, change or delete the Sportsbook House Wagering Rules, subject to regulatory approval.

### II. Wager Information; Acceptance and Redemption of Wagers

- A. Oneida Casino Sportsbook reserves the right to refuse any wager, delete, or limit selections prior to the acceptance of any wagers.
- B. Please check your tickets for accuracy before leaving the betting window/kiosk. Leaving the window/kiosk with the ticket is deemed an acceptance of the wager by both parties. Wagers may be accepted at other than the currently posted terms.
  - 1. Tickets will not be altered prior to the start of an event except at the discretion of management and with the approval of both parties.

2. Once both parties accept a wager, tickets will not be altered after an event officially begins.
  3. Funding A Wager. Wagers at Oneida Casino Sportsbook may only be funded in cash or with funds from a winning ticket or voucher.
  4. Identification Requirements. Patrons must provide identification when creating a Wagering Account and for each wager or aggregate wagers placed for \$3,000.00 or more. – In addition, identification is required when funding and/or redeeming from the Wagering Account.
  5. Redeeming a winning bet. All winning bets must be redeemed at the Sportsbook POS Terminal or the Cage Cashier's window during normal hours of operation within sixty (60) days of the event date. Winning tickets not redeemed within the redemption period shall expire.
- C. Oneida Casino Sportsbook will not accept any wagers placed for less than \$1.00 and will not accept any wagers on parlays and teasers where the odds are greater than 299:1, provided that minimum and maximum wagers may be increased and/or decreased based on the prior written approval of Gaming Management, which shall be posted in the Oneida Sportsbook. In addition, Gaming Management reserves the right to set maximum dollar amounts for wagers based on the wagering forum, for example, a maximum wager of \$X may be placed on kiosks only, without placing any such limitation on other forums of wagering.
- D. The Oneida Casino Sportsbook will not accept any wagers, of any type, on any Wisconsin collegiate events or markets. In addition, the Oneida Casino Sportsbook will not accept any wagers related to any player/participant injuries in any event or market.
- E. The Oneida Casino Sportsbook does not accept wagers on Wisconsin collegiate teams, if the team selected for a wager does not win, patron will not be paid.

### III. Official Results in General

- A. Unless provided otherwise in these House Rules, all “games” (team contests) must be played on the date scheduled to be considered action, unless stipulated otherwise on guest wagering information sheets or odds display. Game start or conclusion times delayed or extended beyond midnight are not recognized as date changes for wagering purposes.
- B. “Events” including golf tournaments, boxing matches, mixed martial arts, tennis matches, auto races, track and field, and international tournaments (excluding Olympics) or events must be held within 7 days of scheduled date to be considered action, unless stipulated otherwise on guest wagering information sheets or odds display.
- C. Management is not responsible for location changes. If a game or event is moved from original location, all wagers are no action.
- D. For wagering purposes, unless otherwise stipulated on, matches are official after:
1. All – considered action once the opening bell/buzzer sounds, regardless of the scheduled length of the bout.
  2. All fighting “pick the round” proposition wagers are no action (Refunded) if the scheduled length of the bout is changed from the distance displayed by the Sportsbook, or on guest wagering information sheets or odds display.

- E.** All results are deemed final once the official agency (official sports body, commission, sanctioning organization, etc.) has posted the result. Subsequent inquiries and changes to official results will not affect the bet settlement after one hour or more of the conclusion of the event.
- F.** For betting purposes, the winner of an event or game will be determined on the date and approximate time of the events conclusion according to house wagering rules. The Oneida Casino Sportsbook does not recognize suspended games, result changes one hour or more after the events conclusion, protests, or overturned decisions, etc.
- G.** Minimum play requirements for betting purposes. Unless stipulated otherwise on, guest wagering information sheets or odds display, games are official after:
- 1.** Football (professional and college) - 55 minutes of play.
  - 2.** Basketball (professional) – 43 minutes of play.
  - 3.** Basketball (college and women’s) – 35 minutes of play.
  - 4.** Hockey (professional, college, amateur) – 55 minutes of play.
  - 5.** Soccer (professional and amateur) - 90 minutes of play.
  - 6.** Fighting, Mixed Martial Arts (professional and amateur) – When bell (buzzer etc.) is sounded signifying the start of the opening round the bout is considered official for betting purposes, regardless of the scheduled length.
  - 7.** Baseball (major league, minor league, college, amateur) – In all nine-inning scheduled games, winners and losers are official after nine innings of play, unless the home team is leading after eight and one-half innings. Postponed or Suspended games must go a minimum of five innings or four and one-half innings if the home team is ahead (also applies to seven-inning scheduled games). If a game goes past five innings and is subsequently Postponed or Suspended, the winner is determined by the score after the last full inning of play; except in a case in which the home team scores to tie or take the lead in the bottom half of the inning in which the game is Postponed or Suspended, the runs do count.
  - 8.** All contests not listed above that involve a predetermined length of play, time limit, distance, etc. that are not reached, yet the event is called final by event officials with a winner declared, shall also be considered official for betting purposes, unless stipulated otherwise on guest wagering information sheets or odds display.
  - 9.** All other contests not listed above that involve a scheduled length of play or time limit must play to their conclusion or have five minutes or less than 10% of scheduled playing time remaining when the contest concludes to be considered official for betting purposes.
  - 10.** All halftime (1st half and 2nd half), quarter, period, set, etc. wagering propositions must be played to the conclusion of that portion of play to be considered “Action”, and are independent of the game and other propositions. Soccer 1st half or 2nd half wagers must go at least 45 minutes to be considered “Action”.
- H.** Prop bets must go for the duration of the sports minimum play requirement.
- I.** Futures wagers will be graded within one calendar year of the official league start date, in the circumstances of delayed future wagers including but not

limited to division/conference/finals etc, the date change will be considered action if completed within one calendar year of the official league start date.

#### IV. Auto Racing

- A. Date/Site Changes.** Auto Racing events must take place within 72 hours of the original start time or bets will be void.
- B. Minimum Length of Play.** All wagers will be settled according to the unofficial results reported immediately after the conclusion of the race by the governing organization. Any changes to the finishing order that occurs based on appeals, penalties or scoring malfunctions after the race has concluded, will not be recognized. Should the race not complete all scheduled laps, but is deemed official by the governing body, then bets will stand. If a race is cancelled without an official winner named, then bets are refunded. If a race is abandoned and no result declared, all bets will be refunded, except where bets are already settled.
- C. Auto Racing Wagers**
- 1. Race Winner:** A wager on which driver will win the race. All bets settled using unofficial results reported immediately after the conclusion of the race.
  - 2. Matchups:** A wager on one or more specified driver(s) versus one or more specified driver(s). Wagers are placed on the driver only, not the car or team. If the original driver is replaced by another driver after the start of the race, the original driver is the driver of record and the wager will be action. All drivers in the match-up must start the race for action. If one of the drivers does not finish the race, the other driver is considered the winner. If neither driver finishes the race, the driver who completed the most laps is the winner. If both drivers complete the same number of laps but do not finish the race, all bets are refunded. Any changes in finishing order that occurs based on appeals, penalties, or scoring malfunctions after the race has concluded will not be recognized. Wagers on qualifying performance will be settled according to position and times set during the final qualifying session. For the purposes of these markets, any subsequent alterations of grid positions are not recognized.
  - 3. Qualifying Betting/Who Will Qualify on Pole:** Wagers on qualifying performance will be settled according to position and times set during the final qualifying session. For the purposes of these markets, any subsequent alterations of grid positions are not recognized. Top 3/5/10: Wager on whether a driver will finish in these positions. Winning Manufacturer/Constructor/Team: Wager on the winning team regardless of what driver(s) participate.

#### V. Baseball

- A. Date/Site Changes.** Regular season Baseball games must be played on the scheduled date/location (location is a geographical area or city, but not restricted to a specific arena or venue) to be considered action unless otherwise noted in the specific sports rules section or the inventory game page within the mobile application or web browser application.
- B. Minimum Length of Play.** Pre-Game Wagers: Unless otherwise stipulated in individual Baseball sports wager rules, wagers on baseball money lines are official after 5 innings of play. If the home team is leading, the game is official

after 4 ½ innings (this will include softball). Thereafter, if a game is called or suspended, the winner is determined by the score after the last full inning, unless the home team scores to tie or take the lead in the bottom half of the inning, in which case the winner is determined by the score at the time the game is called. For games scheduled to play a full 9 innings, game must go to 9 innings (8 ½ if the home team is ahead) to have action on run lines and totals. For games scheduled to play only 7 innings, game must go to 7 innings (6 ½ if the home team is ahead) to have action on run lines and totals. Live Wagers: Game must go full scheduled length to have action on all markets: 9 innings (8 ½ if the home team is ahead) for 9 inning games, or to 7 innings (6 ½ if the home team is ahead) for 7 inning games. If the game is called before this time then all bets will be void, except for those that have been unconditionally determined. In specified inning wagers, game must go full specified innings to be official, unless the home team is leading the bottom half of specified inning prior to completion of specified innings(s). For money line, totals, and run lines, game must go the full specified innings. All baseball propositions are considered action regardless of any pitching changes.

- C. Pre-Game Baseball Wager Rule.** Baseball wagers are accepted in the following manner:
- 1. Money Line:** A wager in which the bettor “takes” or “lays” a specified price. The team wagered must only win the game for the wager to be deemed a winner. Extra innings are counted in final score. Money line wagers are for team against team, regardless of the starting pitcher. Wager must meet the minimum length of play as specified above.
  - 2. Total Runs:** A wager on whether the total number of runs scored in a game is over or under a specified number. Extra innings are counted in final score. Wager must meet the minimum length of play as specified above.
  - 3. Run Line:** A wager in which the bettor “takes” or “lays” a specified number of runs. The team wagered must “cover” the run line for the wager to be deemed a winner. Extra innings are counted in final score. Wager must meet the minimum length of play as specified above.
  - 4. Team to score first:** Settled on the first score of the game. Bets stand even if game is not completed. Extra Innings count.
  - 5. Team to score last:** Settled on the last team to score. Game must go 8 ½ innings in 9 inning games, or 6 ½ innings in 7 inning games for bets to stand.
  - 6. Highest Scoring Inning:** Bet on which inning will produce the most runs. Dead heat rules apply. Game must go 8 ½ innings in 9 inning games, or 6 ½ innings in 7 inning games for bets to stand.
  - 7. First 1/3/5/7 Inning Markets:** Specified number of innings must be completed for bets to stand.
  - 8. Race to x runs:** Winner being the team who reaches the specified points tally first. Should neither team reach the total, and a ‘Neither’ option is not offered, then bets on that market will be refunded.
- D. Baseball Proposition Rules.** Various unique wagers may be offered from time to time. When wagering proposition bets, the game must go 9 innings (8 ½ innings if the home team is ahead) to have action, or action has occurred as the



outcome of the wager is already known. If a game is suspended after 9 innings (8 ½ innings if the home team is ahead), the final score is determined after the last full inning, unless the home team scores to tie or take the lead in the bottom half of the inning, in which case the score is determined by the score at the time the game is called. All baseball propositions are considered action regardless of any pitching changes. If a game is scheduled for only 7 innings, then game must go 7 innings (6 ½ if the home team is ahead).

**1. Baseball Player Props**

a) Players in player prop bets do not have to start but must play some part for Player Props to have action. Wagers on specific player performance or match wagers will be deemed official once at least one of them have left the game, with both having taken some part in the game to that point, regardless of the conclusion of the game.

b) Hit(s): Oneida Sportsbook settles markets in accordance with official box score statistics declared by MLB as the governing body.

**2. Baseball Regular Season Series Props.** Regular season series props are offered for all 3, 4 or 5 Game Series with the outcome of all games played counting towards settlement. Series must go a minimum of 3 games for action regardless of games scheduled and or canceled. A called game will count towards a series wager if declared an official game by the league. All wagers are action regardless of Starting Pitchers or pitcher changes.

**3. Baseball Playoff Series Props.** For Playoff Series Winner props, the team that advances to the next round is deemed the winner. Wagers for all other markets are refunded if the required minimum number of games (according to the respective governing organizations) are not completed, or the number of games changes.

**4. Baseball Post Season Rule.** All MLB playoff games will have action regardless of date played and or completed, unless specified otherwise. Game winner will be paid based on the official winner of this game as determined by the MLB. All listed pitchers' rules apply.

**5. Baseball Grand Salami Props.** Grand Salami prop is determined by the total runs scored in all MLB games scheduled for that day. There are no listed pitchers, so all bets are action. Wager applies to all scheduled games and games must go 9 innings (8 ½ if home team is leading). If any game is cancelled or stopped before the completion of 8 ½ innings, all wagers on the Grand Salami will be cancelled. Grand Salami will not be offered when 7 inning games are scheduled.

**E. College World Series.** Games must be played on scheduled date for action. All teams face double elimination. Teams listed second do not necessarily bat last.

**F. Baseball Futures.** Baseball season long futures are unique wagers which will be offered from time-to-time. For all season long and future props, all wagers stand regardless of team re-location, change to a team name, season length or play-off format unless stated otherwise in the market. For awards, the official decision made by the governing body on the day the award winner is

announced will be final. Any subsequent changes at a later date will not count for betting purposes.

- G. Regular Season Team Total Wins O/U.** Wager on the total regular season wins made by a team.
- 1. Regular Season Team Win Percentage.** Wager on the percentage of wins by a team during the regular season.
  - 2. Head to Head Regular Season Team Wins.** Wager on the number of regular seasons wins made by one team vs. another team.
  - 3. Regular Season Player Totals O/U.** Wager on the number of regular season Total Home Runs, Runs, Hits, Stolen Bases, Strikeouts, Saves by a named player.
  - 4. Regular Season Player Averages.** Wager on a player's batting average O/U. To qualify a player must have at least 3.1 plate appearances per game.
- H. Baseball Championship and Pennant Futures.** If there is a change to the post season structure whereby a Championship Series is not possible, or called early, Pennant betting will be settled on the team that advances to the World Series from that league.
- 1. Division of Winning Team.** Wager on which division the winner originates from.
  - 2. League of Winning Team.** Wager on which league (American League or National League) the winner originates from.
  - 3. State of Winning Team.** Wager on which state the winner originates from.
  - 4. Name the Finalists.** Which two teams will meet in the Championship Series. Should no series take place, all bets are refunded.
  - 5. Exact Outcome.** Which team will win, and who will they beat in the named series. Should no series take place, all bets are refunded.
  - 6. #1 Seed.** Team to be the #1 seed in specified league (American League or National League) at the end of the regular season.
  - 7. To Win/Lose 100+ Games.** Wager on whether a named team will win or lose 100 or more regular season games.
  - 8. Double Chance.** Wager on whether either of the two named teams will be declared the winner for the named market.
- I. Playoff Series Props.**
- 1. Series Winner.** Wager on which team will advance to the next round. Should no series take place, bets will be refunded.
  - 2. Series Correct Score.** Wager on the exact score of games within the series. Should the series be shortened from its original length, then bets would be refunded.
  - 3. Total Games.** Wager on how many games will take place in the series.
- J. Baseball Futures List**
- 1. MLB Divisional Odds.** Wager on which team will win an MLB division.
  - 2. MLB Division Finishing Position.** Wager on the exact position a named team will finish within their division.
  - 3. MLB Pennant Odds.** Wager on which team will win the pennant in either the American League or National League of MLB.

4. **MLB World Series Odds.** Wager on which team will win the World Series.
  5. **MLB Cy Young Winner.** Wager on which pitcher wins the Cy Young Award in either the American League or National League of MLB.
  6. **MLB MVP Winner.** Wager on which player will win the MVP award in either the American League or National League of MLB.
  7. **MLB Rookie of the Year Winner.** Wager on which player will win the Rookie of the Year award in either the American League or National League of MLB.
  8. **Most Home Runs Hit.** Wager on which player hits the most number of home runs in the regular season.
  9. **Highest Season Long Batting Average.** Wager on the highest season long batting average by a particular player as declared by MLB.
  10. **Most RBI's in Season.** Wager on which player has the most Runs Batted In during the regular season.
  11. **Most Stolen Bases in Season.** Wager on which player has the most Stolen Bases during the regular season.
  12. **Most Pitching Victories.** Wager on which player is awarded the most wins during the regular season.
  13. **College Baseball World Series Winner.** Wager on which team will win the College World Series.
- K. Live Baseball Rules.** If a match is interrupted or cancelled and won't be continued on the same day, all undecided markets are considered cancelled.
- L. Moneyline – Winner (Away, Home)**
1. Game – Includes extra innings.
  2. H1 – Only runs scored in the first 5 innings are considered
- M. Total – Total Runs scored by both teams (Over, Under)**
1. Game – Includes extra innings
  2. H1 – Only runs scored in the first 5 innings are considered
  3. Inning – Only runs scored in the specific inning are considered
- N. Point Spread – Winner With handicap in .5 increments (Away, Home)**
1. Game – Include Overtime
  2. H1 – Only runs scored in first five innings considered
- O. Three Way – Outcome (Away, Home, Tied)**
1. Reg – Which team will win the game, no extra innings considered
  2. H1 – Which team will lead after 5 innings
  3. Inning – Which team wins the specific inning
- P. Win Rest.** Which team will win the rest of the game, including overtime
- Q. Away Total – Total runs scored by away team (Over, Under)**
1. Game – Total runs scored in the game
  2. H1 – Only runs scored in first five innings are considered
- R. Home Total – Total runs scored by home team (Over, Under)**
1. Game – Total runs scored in the game
  2. H1 – Only runs scored in first five innings are considered
- S. Win Margin – Predefined range of runs a team wins by (Away 3+, 2, 1; Home 3+, 2, 1).** Game – Includes overtime

**VI. Basketball**

- A. Date/Site Changes.** Basketball games must be played on the scheduled date/location (location is a geographical area or city, but not restricted to a specific arena or venue) to be considered action unless otherwise noted in the specific sports rules section or the inventory game page within the mobile application or web browser application.
- B. Minimum Length of Play.** For wagering purposes, unless otherwise stipulated in individual Basketball sports wager rules, US pro basketball results are official after 43 minutes of play. College Basketball, WNBA, NBA Summer League and European Basketball are official after 35 minutes of play.
- C. Pre- Game Basketball Wager Rules.** Point Spread: A wager in which a bettor “takes” or “lays” a specified number of points. The team wagered must “cover” the point line for the wager to be deemed a winner. Unless otherwise specified as “Regular Time” on the individual market, overtime periods are counted in the final score.
- D. Money Line:** A wager in which the bettor “takes” or “lays” a specified price. The team wagered must win the game for the wager to be deemed a winner. Unless otherwise specified as “Regular Time” on the individual market, overtime periods are counted in the final score.
- E. Total Points:** A wager on whether the total number of points scored in a game is over or under a specified number. Unless otherwise specified as “Regular Time” on the individual market, overtime periods are counted in the final score.
- F. First Half:** Wagers on the first half will be decided by the score at the end of the first half. If a game does not go the entire first half, all first half wagers will be refunded. Once the first half has been completed, all wagers on the first half will stand regardless of the length of the remainder of the game.
- G. Second Half:** Wagers on the second half will be decided on the basis of points scored in the second half. If the entire second half is not played to its completion, all Second Half wagers will be refunded. Overtime periods are counted in the Second Half score and considered official regardless of the length or suspension of the overtime period.
- H. Quarters:** Wagers on any specified quarter will be decided based on points scored in that specified quarter only. Specified quarter must be played to their completion or the wager will be refunded. Once a specified quarter is completed, that specified quarter wager will stand regardless of the length of the remainder of the game. Fourth quarter wagers do not include overtime periods unless otherwise stated.
- I. Team to score first:** Settled on the first score of the game. Bets stand even if game is not completed. Overtime counts.
- J. Team to score last:** Settled on the last team to score. Game must be completed. Overtime counts.
- K. Highest Scoring Quarter:** Bet on which quarter will produce the most points. Dead heat rules apply. Game must be completed for bets to stand.
- L. Race to x points:** Winner being the team who reaches the specified points tally first. Should neither team reach the total, and a ‘Neither’ option is not offered, then bets on that market will be refunded.

- M. Basketball Props.** Various unique wagers may be offered from time to time, called proposition bets. When wagering proposition bets, unless stated otherwise, overtime does count for settlement of wagers.
- N. Basketball Player Props.** Players do not have to start for action but must play for action. If a player does not take any part in a game, then wagers on that player proposition will be refunded.
- O. Basketball Futures.** Basketball season long futures are unique wagers which will be offered from time to time. For all season long match wagers and division betting, all wagers stand regardless of team relocation, or a change to team name, season length or playoff format. Unless stated otherwise in the market, team(s) must play in all their scheduled regular season games as determined by the league's governing body at the start of the season for wagers to have action. If team(s) do not compete in all scheduled games then wagers will be refunded, except for those wagers which have been unconditionally determined. For awards, the official decision made by the governing body on the day the award winner is announced will be final. Any subsequent changes at a later date will not count for betting purposes.
- P. Basketball Division and Conference Futures.** Division Winner markets will be settled on who finishes top of the relevant division after the conclusion of the Regular Season. If two or more teams have the same Regular Season win record then ties will be broken using the governing body's official rules to determine an outright winner. If no tie option was made available for any match bet wager, wagers will be a push should the teams tie and stakes refunded. Conference Winner markets will be settled on team's performance in the playoffs. Regular season records do not count. If there is any change to the post season structure whereby a Conference Finals Series is not possible, or called early, Conference Winner will be settled on the team that advances to the NBA Finals from that Conference. College Basketball Conference Tournament Winner will be determined by the team winning the Championship game regardless of any post-season suspension. For Playoff Series Winner, the team that advances to the next round is deemed the winner. Wagers for all other markets are refunded if the required minimum number of games (according to the respective governing organizations) are not completed, or the number of games changes.
- Q. NBA Division Finishing Position.** Wager on the exact position a named team will finish within their division.
- R. Basketball Grand Salami Prop.** The Basketball Grand Salami will be decided by adding up all the scores for the games scheduled for that particular day. All games must be completed for action. Points scored in overtime are included.
- S. NBA Draft.**
1. All markets will be settled in accordance with official information available on NBA.com.
  2. Wagers on Over/Under draft position are settled based on when a team selects that player. Should a player go undrafted, Over/Under markets will be settled by assigning the next number after the last player drafted.

3. Round in which player is drafted wagers will be void should a player go undrafted, unless 'undrafted' is an option offered in the betting market.
4. Wagers on any players who subsequently withdraw their eligibility for that year's draft will stand. Should a player who is not listed in any market be the winning selection, all bets on that market stand. All markets involving listed players are offered with others available on request.
5. Wagers on which team will draft a player are settled on the team who officially draft that player as listed on NBA.com. Any previous or subsequent trades will not be taken into consideration for settlement.
6. International players are defined as any player who played for a non-US team in the previous season, and not by their country of birth. Eg. A US-national who played for Real Madrid in Spain will be deemed an International player.

**T. NBA Draft Lottery**

1. All markets will be settled in accordance with official information available on NBA.com.
2. Markets are settled on which team is assigned the relevant pick on the day of the Draft Lottery. Any subsequent trades or forfeiture of draft picks after the Lottery will not be taken into consideration for settlement.

**U. Basketball Futures List**

1. **NBA Championship Odds.** Wager on which team will win the Championship.
2. **Division of Winning Team.** Wager on which division the winner originates from.
3. **Conference of Winning Team.** Wager on which conference the winner originates from.
4. **State of Winning Team.** Wager on which state the winner originates from.
5. **Name the Finalists.** Wager on which two teams will meet in the Championship Series. Should no series take place, all bets are refunded.
6. **Exact Outcome.** Wager on which team will win, and who will they beat in the named series. Should no series take place, all bets are refunded.
7. **#1 Seed.** Wager on team to be the #1 seed at the end of the regular season.
8. **Double Chance.** Wager on whether either of the two named teams will be declared the winner for the named market
9. **NBA Regular Season Award Winners (MVP, Rookie of the Year, Most Improved).** Wager on which player will win the award including MVP, Rookies of the Year, and Most Improved titles.
10. **Regular Season Team Total Wins O/U.** Wager on the total regular season wins made by a team.
11. **Regular Season Team Win Percentage.** Wager on the percentage of wins by a team during the regular season.
12. **Head to Head Regular Season Team Wins.** Wager on the number of regular seasons wins made by one team vs. another team.



- 13. Regular Season Player Totals O/U.** Wager on the number of regular season Points, Rebounds, Assists, Steals, Blocks by a named player.
- 14. Regular Season Player Averages.** Wager on the average number of regular season Points, Rebounds, Assists, Steals, Blocks by a named player. To qualify a player must have played in 70% of their team's games.
- 15. College Basketball Tournament Winner.** Wager on which team wins the College Basketball Tournament.
- 16. College Basketball Tournament Regional Winner.** Wager on which team wins the College Basketball Tournament Region.
- 17. College Basketball Conference Tournament Winner.** Wager on which teams win the College Basketball Conference.
- 18. College Basketball Tournament Wins.** Wager on how many wins a team will have in the College Basketball Tournament.
- 19. Head to Head Tournament Wins.** Wager on which team will have more wins in the College Basketball Tournament.
- 20. College Basketball Conference Wins.** Wager on how many wins a team will have in their College Basketball Conference Tournament.
- V.** In the event of a wagering tie, the straight wager is considered "no actions" and the wager is refunded. Parlays reduce to the next lowest amount of selections.
- W. Special Events/Matchups.** For any special event held that is not resulted using the traditional Basketball scoring system (e.g. NBA Skills Competition), the following rules will apply:
- 1. Head to Head/Round Winner:** All listed competitors must take place for bets to stand. Should a competitor advance due to a walkover, then all bets will be refunded. Should the matchup begin, with a winner declared, then all bets will stand.
  - 2. Event Winner:** The official decision made by the governing body on the day of the event will be final. Any subsequent changes at a later date will not count for betting purposes. Should a competitor not take part at all in a competition then bets on that selection will be refunded. Should a competitor withdraw after taking some part of the competition, then bets will stand.
- X. Live Basketball Rules**
- 1.** Markets do not consider overtime unless otherwise stated.
  - 2.** If a match is interrupted or postponed and is not continued within 48 hours after initial start date, betting will be cancelled.
  - 3. Point Spread – Winner with Handicap in .5 increments (Home, Away)**
    - a)** Game – Includes overtime
    - b)** Reg – Only points during regular time are considered
    - c)** H1 – Only points scored during first quarter and second quarter are considered
    - d)** Q1-Q4 – Only points scored in the specific quarter are considered
  - 4. Total – game total (over, under)**
    - a)** Game – Total points scored by both teams, includes overtime
    - b)** Reg – Only points during regular time are considered
    - c)** H1 – Only points scored during first quarter and second quarter are considered



- d) Q1-Q4 – Only points scored in the specific quarter are considered
- 5. **Money Line – Winner (away, home)**
  - a) Game – Includes overtime
  - b) H1 – Only points scored in the first half will be considered
  - c) Q1-Q4 – Only points scored in the specific quarter are considered
- 6. **Will be OT – Will there be Overtime (yes, no).** Will there be overtime in this game.
- 7. **Point Race- First team to score x pts in game (Home, away)**
  - a) Including Overtime
  - b) Which team will score X points in the game first (for example: Current score is 20-19, then the home team reached 20 points first).
  - c) If a game ends before any team reaches X points, this market is considered cancelled.
  - d) Q1-Q4 – Only points scored in the specific quarter are considered
- 8. **Nth Point – Which team score the Nth PT in game (Away, Home)**
  - a) Including Overtime, which team will score the Nth point in the game (for example: Current score is 40-28, away team scores 3 points, meaning away team scored the 70th point.)
  - b) If a game ends before the Nth point is reached, this market is considered cancelled.
- 9. **Odd Even – Final combined score will be (odd, even)**
  - a) Game – Including Overtime
  - b) H1 – Only points scored during first half are considered
  - c) Q1-Q4 – Only points scored during specific quarter are considered

## VII. Boxing/MMA

- A. **Date/Site Changes.** For confirmed fights if a contest is postponed and rescheduled to take place within 48 hours of the original start time, all bets on that contest will stand. If the contest does not take place within 48 hours, all bets will be void. If a rescheduled fight takes place in a country different from the original country, all bets will be void. If a fight is rescheduled and takes place in a different venue but in the same country, all bets stand.
- B. **Minimum Length of Play.** The bell (buzzer, etc.) sounding signifies the start of the opening round and the bout is considered official for betting purposes, regardless of the scheduled length, weight, classification, and/or championship sanction. For an individual round to be considered complete, the fighters must answer the bell beginning the next round, except for the final scheduled round in which case the final bell signifies the completion of the round and fight. If a fight has a change to the scheduled number of rounds all outright bets on the match will be action, however round by round bets will be refunded.
- C. **Boxing and Mixed Martial Arts Rules.**
  - 1. Results will be graded on the official result at ringside as communicated by the official announcer. Any subsequent change to the official outcome of the fight for any reason will not be recognized for wagering purposes. If the official announcer does not declare a result at the end of the fight, the market will be settled on the result displayed on the applicable organization official site.

2. If a fight is stopped due to an injury, disqualification, or any other stoppage either by the referee or doctor, then this will be considered a Technical Knock Out (TKO).
3. Any fight that is deemed 'No Contest' will have all wagers refunded.
- D. Fight Winner:** Betting on which fighter will win the match. If the wagering offer on a match includes the draw as a third option and the match ends in a draw, wagers on the draw will be paid, while wagers on both fighters will be lost. If the wagering offer includes only the two fighters, with the draw either not offered or offered as a separate proposition, and the match ends in a draw, wagers on either fighter will be refunded.
- E. Will Go/Won't Go Round X:** Wagering on whether or not the match reaches this distance.
- F. Total Rounds O/U:** The halfway point of a round is at exactly one minute and thirty seconds into a three-minute round, and exactly two minutes and thirty seconds into a five-minute round. For example, 9½ rounds would be one minute and thirty seconds of the 10th round. In case of a two-and-a-half-minute round, the halfway point is one minute and 15 seconds.
- G. Round Betting:** Wager on when the exact round will end. For total wagers that list a full number of rounds, the fighter must answer the bell for the following round for the round to be deemed complete. For example, on 8 full rounds the fighter must answer the bell for the 9th round for the over to be paid. If the fighter completes the 8<sup>th</sup> round but fails to answer the bell for the 9th round the under will be the winner. This applies to all rounds except the final scheduled round for which the final bell will signify the completion of the round. If a fight is stopped before the full number of rounds have been completed, or if a fighter is disqualified and a points decision awarded, bets will be settled in the round the fight was stopped.
- H. Method of Victory:** Wager on the exact outcome of the fight. KO includes a referee intervention during strikes, doctor stoppage, or stoppage from a fighter's corner. A submission includes a tap-out or verbal submission from one of the fighters, or referee stoppage due to technical submission. If either fighter is disqualified, then a no contest is declared and all bets are refunded.
- I. Scheduled Number of Rounds:** In fights where the scheduled number of rounds changes, all bets will stand unless the result would be automatically determined by the change in the number of rounds (in which case, such bets will be voided). For example, if a fight gets changed from a 12 to a 10 round fight, only bets on rounds 11 and 12 will be void.
- J. Knockdown/Referee's counts:** For settlement purposes, a knockdown is defined as a fighter being KO'd or receiving a mandatory eight count (anything deemed a slip by the referee will not count). For individual round knockdowns, all bets will be void should the fight end before the round starts.
- K. Gone In 60 Seconds:** The fight must be officially won by the boxer in question inside the first 60 seconds of Round 1.
- L. Down But Not Out:** A boxer must be knocked down and given a mandatory eight count and subsequently win the fight.

- M. Fight Outcomes:** No Contest - In the event of a 'no contest' being declared, all bets will be made void, with the exception of selections where the outcome has already been determined.
- N. PFL Season Championship Winner:** Winning markets will be settled depending on which fighter wins the PFL Championship for the specified division after the conclusion of that season's playoffs. No refunds will be given to any wagers placed on fighters that withdraw from the season due to injuries, suspensions, or for any other reason. Results will be graded on the official result at ringside as communicated by the official announcer in each respective championship fight. Any subsequent change to the official outcome of the fight for any reason will not be recognized for wagering purposes. If the official announcer does not declare a result at the end of the fight, the market will be settled on the result displayed on the applicable organization official site.
- O. Boxing and Mixed Martial Arts Card Props.** Boxing and Mixed Martial Arts Card Props only include the main card and undercard fights, early preliminaries will not be included. Wagers will stand on the number of bouts scheduled to be on the full card, which includes all main card and undercard fights. Wagers will stand so long as the exact number of bouts quoted in the market heading take place. If there are any withdrawals and subsequent replacements, wagers will stand. If a bout is cancelled without a replacement, changing the number of bouts taking place, then all wagers will be refunded.
- 1. “K.O.” proposition wagers:** “K.O.” includes knockout, technical knockout, disqualification, or any other stoppage unless otherwise posted or noted on printed media. For wagering purposes, a wager on a fighter to win by "KO" wins if the selected fighter wins by Knock Out (KO), Technical Knock Out (TKO), or Disqualification (DQ).
  - 2. “Decision” proposition wagers:** “Decision” means fight must go to the judge’s scorecard(s) to determine a winner; including technical decision.
  - 3. “Draw” proposition wagers:** “Draw” means fight must go to the judge’s scorecard(s) and be declared a draw; including technical draw.
  - 4. Boxing and Mixed Martial Arts Pick the Bout Props:** For all “Pick the Round” propositions, if the length of the bout is changed from that posted all wagers are deemed “no action” and refunded.
  - 5. Boxing and Mixed Martial Futures Props.** Wagering on which fighter will be a weight classes champion on a specific date will be determined using the governing body’s official source. Interim champions do not count for settlement purposes. If the title is vacated on the designated date then all wagers will be refunded. All fighters will be deemed as action regardless if they competed in that weight division or not.

**VIII. Football** – The Oneida Casino Sportsbook will not offered any wagers on NFL games that fall within the following categories: (a) based on officiating or officials (e.g., penalties, replay results, officiating assignments); (b) pre-determined outcomes directly related to on-field competition (e.g. whether the first play of the game will be a run or a pass, roster/personnel decisions, but not, for clarity, prop bets unrelated to on-field competition (e.g., Gatorade color)); and (c) based on outcomes inherently 100% determinable by one person in one play (e.g. play to miss a field goal attempt (but not, for clarity, markets such as

“Will Player X lose a fumble?”; “Will Quarterback throw an interception?”; “Will both kickers miss a field goal attempt?” (which are not 100% determinable by one person) or “Will Player X have more or less than Y passing/rushing/receiving yards”? (which is not inherently determinable on one play), unless such markets under category (c) are intermittently offered solely in-play on a “next play” basis.

- A. **Date/Site Changes.** Football games and any games/events not specifically listed must be held within one week of the originally scheduled date and location to be considered action unless otherwise noted in the specific sports rules section or the inventory game page within the mobile application or web browser application.
- B. **Minimum Length of Play.** For wagering purposes, unless otherwise stipulated in individual Football sports wager rules, Pro and College Football results are official after 55 minutes of play. Oneida Sportsbook does not recognize suspended games (after they have met the minimum time or length requirement specified in the specific sports rules), protests, or overturned decisions for wagering purposes.
- C. **Pre-Game Football Wager Rules.** Football wagers are accepted in the following manner:
  1. **Point Spread:** A wager in which a bettor “takes” or “lays” a specified number of points. The team wagered must “cover” the point line for the wager to be deemed a winner. Overtime periods are counted in the final score.
  2. **Money Line:** A wager in which the bettor “takes” or “lays” a specified price. The team wagered must win the game for the wager to be deemed a winner. Overtime periods are counted in the final score.
  3. **Total Points:** A wager on whether the total number of points scored in a game is over or under a specified number. Overtime periods are counted in the final score.
  4. **First Half:** Wagers on the first half will be decided by the score at the end of the first half. If a game does not go the entire first half, all first half wagers will be refunded. Once the first half has been completed, all wagers on the first half will stand regardless of the length of the remainder of the game.
  5. **Second Half:** Wagers on the second half will be decided based on points scored in the second half. If the entire second half is not played to its completion; all Second Half wagers will be refunded. Overtime periods are counted in the Second Half score and considered official regardless of the length or suspension of the overtime period.
  6. **Quarters:** Wagers on any specified quarter will be decided based on points scored in that specified quarter only. Specified quarters must be played to their completion or the wager will be refunded. Once a specified quarter is completed, that specified quarter wager will stand regardless of the length of the remainder of the game. Fourth quarter wagers do not include overtime periods unless otherwise stated.
  7. **Team to score first:** Settled on the first score of the game. Bets stand even if game is not completed. Overtime counts.
  8. **Team to score last:** Settled on the last team to score. Game must be completed. Overtime counts.

**9. Highest Scoring Quarter:** Bet on which quarter will produce the most points. Dead heat rules apply. Game must be completed for bets to stand.

**10. Race to x points:** Winner being the team who reaches the specified points tally first. Should neither team reach the total, and a 'Neither' option is not offered, then bets on that market will be refunded.

**11. Touchdown Scorers:**

**a)** These rules apply for First/Last/Anytime/Next/First Team Touchdown Scorer markets. In the event of an abandoned game, bets stand on scores that have taken place already, overtime counts for these markets. The touchdown scorer is the player who scores a touchdown by advancing the ball into the opponent's end zone (i.e. not the passing player). Bets are void on players that are not listed as active by the relevant American Football governing body.

**b)** In the event of a wagering tie, the straight wager is considered "no action" and wager is refunded if no tie option was offered. Parlays reduce to the next lowest number of teams.

**D. Football Prop Rules.** Various unique wagers may be offered from time to time, called proposition bets. When wagering proposition bets, unless stated otherwise, overtime does count for settlement of wagers.

**1. Football Game Props**

**a)** All time-based props will be settled as per the official scoring time listed on the official league source box scores. Scores exactly on the quoted time count as 'Yes' for settlement. For example, a score with exactly 02:00 on the clock will be settled as 'Yes' on the 'Will there be a score in the final 2 minutes?' prop bet.

**b)** Any turnover proposition does not include a 'Turnover on Downs' and only includes Fumbles and Interceptions.

**c)** All penalty props are based upon accepted penalties only. Declined or off-setting penalties are not included for settlement purposes.

**d)** Coach challenge props only include a challenge initiated by the coach throwing a red flag. Prop does not include booth reviews.

**e)** 4th Down Conversion props do not include 1st downs awarded by penalty.

**f)** Sacks props are settled as per the official league source. Includes 0.5 sacks awarded, however for props such as 'Player to record a sack in the game', the player must record at least one total sack (1.0) for 'Yes' to be settled the winner.

**2. Football Player Props.** For all player props the players must be listed as active by the official league source for bets to have action. Bets will be refunded on wagers where one or both players are listed as inactive. An exception to this rule is for Quarterback prop markets as these require that the players in question must be starters for bets to have action. Passing yardage props are settled as per gross passing yards.

**E. NFL Draft.**

**1.** All markets will be settled in accordance with official information available on nfl.com.

2. Markets relating to a player's position will be settled in accordance with official information available on nfl.com. In instances where nfl.com uses different terminology for a position then in the positional markets offered (i.e. nfl.com refers to a player as an EDGE instead of a Linebacker), Oneida Sportsbook will use reasonable discretion to settle the market based upon information gathered from other reliable sources. Oneida Sportsbook will not take into consideration post-draft positional changes.
  3. Wagers on Over/Under draft position are settled based on when a team selects that player. Should a player go undrafted, Over/Under markets will be settled by assigning the next number after the last player drafted.
  4. Round in which player is drafted wagers will be void should a player go undrafted, unless 'undrafted' is an option offered in the betting market.
  5. Wagers on any players who subsequently withdraw their eligibility for that year's draft will stand. Should a player who is not listed in any market be the winning selection, all bets on that market stand. All markets involving listed players are offered with others available on request.
  6. Wagers on which team will draft a player are settled on the team who officially draft that player as listed on nfl.com. Any previous or subsequent trades will not be taken into consideration for settlement.
  7. Mr. Irrelevant is the term associated with the last player drafted in the final round.
- F. Football Futures.** Football season long futures are unique wagers which will be offered from time-to- time. For all season-long match bets and division betting, all bets stand regardless of team re-location, or a change to a team name, season length or playoff format. Unless stated otherwise, team(s) must play in all of their scheduled regular season games for bets to have action. For awards, the official decision made by the governing body on the day the award winner is announced will be final. Any subsequent changes at a later date will not count for betting purposes.
- G. Football Futures List**
1. **Pro Football Championship Odds.** Wager on which team will win the season-long championship.
  2. **Division of Winning Team.** Wager on which division the winner originates from.
  3. **Conference of Winning Team.** Wager on which conference the winner originates from.
  4. **State of Winning Team.** Wager on which state the winner originates from.
  5. **Name the Finalists.** Which two teams will meet in the Championship Game. Should no game take place, all bets are refunded.
  6. **Exact Outcome.** Which team will win, and who will they beat in the championship game. Should no game take place, all bets are refunded.
  7. **#1 Seed.** Team to be the #1 seed at the end of the regular season. Team must play all regular season games for the wager to have action.



**8. Football Division and Conference Futures.**

a) Division Winner markets will be settled on who finishes top of the relevant division after the conclusion of the Regular Season. If two or more teams have the same regular season win record then ties will be broken using the governing organization's official rules to determine outright winner. Conference Winner will be settled on team's performance in the playoffs.

b) Regular season records do not count. If there is a change to the post season structure whereby a Conference Championship is not possible, or called early, Conference Winner will be settled on the team that advances to the Pro Football Championship from that Conference.

**9. Pro Football Conference Odds.** Wager on which team will win the conference.

**10. Pro Football Divisional Odds.** Wager on which team will win the division.

**11. Pro Football Division Finishing Position.** Wager on the exact position a named team will finish within their division. Team must play all regular season games for the wager to have action.

**12. Football Player Futures.** For all player vs. player match bets, both players must be active in Week 1 for bets to have action.

**13. Player Season Specials.** Bet on season performances for named individual players – Total Passing Yards, Rushing Yards, Receiving Yards, Tackles, Sacks, Interceptions, Catches, Passer Rating etc. Player must be active Week 1 of the regular season for bets on their individual performances to stand, else bets are refunded. Wagers are available on who will achieve the most for each stat listed above. Players are not required to be active Week 1 for these.

**14. Pro Football Awards.** Wager on which player will win the named Award – AP MVP, Offensive Rookie of the Year, Defensive Rookie of the Year, Offensive Player of the Year, Defensive Player of the Year, Comeback Player of the Year, Coach of the Year.

**15. Pro Football Regular Season Wins.** Wager on the number of regular season wins made by a team. Team must play all regular season games for the wager to have action.

**16. Head to Head Regular Season Team Wins.** Wager on the number of regular seasons wins made by one team vs. another team. Team must play all regular season games for the wager to have action.

**17. Team Season Specials.** Wager on team specific specials – total yards gained, total TDs scored, exact total wins, record after x games etc. Team must play all regular season games for the wager to have action.

**18. College Football Championship.** Wager on which team will win the championship.

**19. College Football Conference.** Wager on which team will win the Conference.

**20. College Football Division.** Wager on which team will win the Division.

**21. College Football Heisman Winner.** Wager on which team will win the Heisman Trophy.



**22. College Football Regular Season Wins.** Wager on the number of regular season wins made by a team. Team must play all regular season games for the wager to have action.

**H. Live Football Rules.**

1. In case of any delay (rain, darkness...), all markets remain unsettled and the trading will be continued as soon as the match continues.
2. Markets do not consider overtime unless otherwise stated.
3. In case of abandoned or postponed matches, all markets are considered cancelled unless the match continues in the same NFL weekly schedule (Thursday-Wednesday local stadium time).
4. **Points Spread- Winner with Handicap in .5 increments (Away, Home)**
  - a) Game – Includes overtime
  - b) Reg – Only points during regular time are considered
  - c) 1st Half – Only points scored during first quarter and second quarter are considered
  - d) Q1-Q4 – Only points scored in the specific quarter are considered
5. **Total – Game Total (Over, Under)**
  - a) Game – Total points scored by both teams, includes overtime
  - b) Reg – Only points during regular time are considered
  - c) 1st Half – Only points scored during first quarter and second quarter are considered
  - d) Q1-Q4 – Only points scored in the specific quarter are considered
6. **Money Line- Winner (Away, Home)**
  - a) Game – Includes overtime
  - b) Reg – Only points during regular time are considered
  - c) 1st Half– Only points scored in the first half will be considered
  - d) Q1-Q4 – Only points scored in the specific quarter are considered
7. **Three Way- Outcome (Away, Home, Draw)**
  - a) Reg – Which team will win the game, no overtime
  - b) 1st Half – Which team wins the first half
8. **Will be OT – Will there be overtime (Yes, No).** Will there be overtime in this game
9. **Win Margin- Predefined Range of Points team wins by (XXXXXX).**  
Game – Includes overtime
10. **Point Rave- First Team to Score X PTS in Game (Away, Home)**
  - a) Including Overtime
  - b) Which team will score X points in the game first (for example: Current score is 20-19, then the home team reached 20 points first).
  - c) If a game ends before any team reaches X points, this market is considered cancelled
11. **Next to Score – Which Team will Score Next? (Home, Away, Neither)**
  - a) Game – Including overtime
  - b) 1st Half – Only points scored in first half will be considered
12. **Next Score Kind– How will next point be scored (TD, FG, Safety, None).** Game – includes overtime
13. **Odd Even- Final Combined Score will be (Odd, Even)**

- a) Game – Including Overtime
- b) 1st Half – Only points scored during first half are considered

## IX. Golf

- A. **Date/Site Changes.** In the event of a tournament being postponed, rearranged or moved to a different course, all bets will stand.
- B. **Minimum Length of Play.** In the event of a tournament being shortened or otherwise affected due to weather conditions, all bets other than those placed after the last completed round will stand provided at least 36 holes or all originally scheduled holes have been played and a trophy has been awarded. Those placed after the last completed round will be refunded. This does not apply when a tournament is played over more than one course and in this instance all players must have played the same rotation, otherwise all bets will be refunded.
- C. **Golf Wagers.** All winning bets will be settled at the prices shown at the time the bet was accepted. Bets will be settled at the place terms on offer when the bet was placed.
- D. **Hole Winner Markets:** Winning bets must predict which of the quoted players will win the hole. In 3-way player markets, dead heat rules apply. In 2-way player markets, the tie will also be offered, and this will win if they both score the same score on the hole. If a player withdraws on a hole, the other player(s) will be deemed the winner regardless of their score on the hole but provided they complete the hole.
- E. **Make/Miss the cut:** Bets will be refunded for any player who does not start the tournament. If a player withdraws at any stage after starting the tournament, bets will be settled as losers.
- F. **Match play:** Winning bets must predict the winner of a match play match. In team events, final day singles will be settled on the official result. In a match play tournament, the winner will be the player progressing to the next round or becoming the tournament winner.
- G. **Match play Winning Margin:** Winning bets must predict the winning margin in the relevant match play event. The official result counts for settlement purposes.
- H. **Mythical 2/3 Balls:** The winner will be the player who shoots the lowest score in the specified round. If all players do not start the round, bets will be refunded. If a player withdraws or is disqualified during the specified round, the other player will be deemed the winner. If all players withdraw or are disqualified during the specified round then bets will be refunded.
- I. **Player Hole Scores:** Winning bets must predict the number of shots it takes for a player to complete a specified hole. Prices are for a player to achieve a certain score such as Birdie, Bogey, Albatross, Eagle etc. on a particular hole, e.g. First Hole bets will be settled on the score of the first hole of the course (flag number 1). For example, if Tiger Woods teed off on Hole 10 to start his round the bet would not be settled on Tiger Woods first hole played it would be when Tiger Woods finishes playing the first hole on the course (flag number 1). If a player fails to complete a hole for whatever reason, bets will stand provided that the hole is completed on a subsequent day. If there is no opportunity to complete

the hole, all bets will be refunded. If a player withdraws whilst playing the specified hole, all bets will be refunded.

- J. Round Leader Markets:** Bets will be settled after the specific round has been completed. Dead heat rules apply.
- K. Tournament Prices:** Winning bets must predict the winner of the tournament. If a playoff is required to determine the tournament winner, the winner of the playoff will be deemed the tournament winner. In the event of a shared win, the operator reserves the right to settle as they see fit based on all available evidence. Dead heat rules apply for all placings in a tournament.
- L. Tournament Group Betting:** Winning bets must select the player who achieves the highest tournament placing from a selected group. In the event of any player in the group not teeing off, bets will be refunded. Players missing the cut will be eliminated unless all of the players in the group miss the cut. If this occurs the lowest score at that stage will determine the winner. Dead heat rules apply if two or more players are tied at the end of the tournament, unless the result is determined by a playoff in which case the playoff winner is considered the group winner.
- M. Tournament Match Bets:** Winning bets must select the player with the lowest score at the end of the tournament, provided that 36 holes have been played in a 72-hole tournament. If both players finish on the same score, 'Tie' is the winner, regardless of whether the two players involved subsequently contest a playoff. Both players in a match bet must tee off for bets to stand. In a tournament played on a combination of courses, all bets will be refunded if the players do not complete the same itinerary of courses. If one player misses the cut, the other player will be deemed to be the winner. Where both miss the cut, the player with the lowest score after the cut has been made is deemed the winner. If one player is disqualified or withdraws before the cut is made or after both players have made the cut, the other player will be deemed the winner (even if the other player does not make the cut). If a player is disqualified or withdraws in the rounds after the cut, when his/her opponent has already missed the cut, the disqualified player will be deemed the winner. If both players withdraw or are disqualified before the cut, all bets are refunded. The same applies if this happens to them both after they have made the cut.
- N. To hit the fairway:** This market is settled on the finishing position of the golf ball after the tee shot. Official sources will be used for settlement. If no official result can be determined via these sources or TV pictures, bets will be refunded.
- O. To Finish Last:** Winning bets will predict who will finish last in the tournament. Any bets placed on players who withdraw before all scheduled holes are completed will be settled as losing bets. If there is a tie for last place, dead heat rules will apply.
- P. Top 5/10/20:** Bets will be refunded on any player that does not start a tournament. If a player starts and then withdraws for any reason, bets will be losers.
- Q. Top Nationality Markets:** Only the players listed within these markets count. Bets on non-runners will be refunded.

- R. Yearly Order of Merit/Official Money List Winner:** Winning bets must predict the winner of the Order of Merit/Official Money List at the end of the season. Settlement is determined following the last counting tournament and will not be affected by any subsequent enquiries or alterations.
- S. 18-Hole/36-Hole Match Bets:** Winning bets must predict the player with the lowest score over 18/36 holes. If both players finish on the same score, 'Tie' will be the winner, regardless of whether the two players involved subsequently contest a playoff. Both players in a match bet must tee-off for bets to stand.
- T. 2-Ball/3-Ball Betting:** Winning bets must select the player with the lowest score over the specified number of holes. In the event of any player not teeing off, all bets will be refunded. Once a player has teed off, all bets will stand regardless of whether they subsequently withdraw or are disqualified from the tournament. If a price is offered for the 'Tie' in 2-ball betting, a tied score will result in 'Tie' being declared the winner. If a price is not offered for the 'Tie', all bets will be refunded. Bets will normally be offered based on player pairings or groups in the tournament. In the event of a 2 or 3 ball being rearranged, bets will be settled on the original pairings. Dead Heat rules apply to all 3-ball betting.
- U. Bogey Free Round.** Bets will be losers if the player scores a bogey or worse on any hole.
- V. Golf Futures.** Oneida Sportsbook will void and refund any future wager on a specific player if that player withdraws before the start of the event. Once a player tees off on the first hole all future wagers on that specific player will stand.
- X. Hockey**
- A. Date/Site Changes.** Regular season Hockey games must be played on the scheduled date/location (location is a geographical area or city, but not restricted to a specific arena or venue) to be considered action unless otherwise noted in the specific sports rules section or the inventory game page within the mobile application or web browser application.
- B. Minimum Length of Play.** For wagering purposes, unless otherwise stipulated in individual Hockey sports wager rules, results are official after 55 minutes of play for US Pro Hockey and 60 minutes of play for non-US Hockey.
- C. Pre-Game Hockey Wager Rules.** Hockey wagers are accepted in the following manner:
- 1. Puck Line:** A wager in which a bettor “takes” or “lays” a specified number of goals. The team wagered must “cover” the goal line for the wager to be deemed a winner. Unless otherwise specified as “Regular Time” on the individual market, overtime periods are counted in the final score. In the event of a shootout, the winner of the shootout will have one (1) goal added to its score and one goal will be added to the game total, regardless of the number of shootout goals scored
  - 2. Money Line:** A wager in which the bettor “takes” or “lays” a specified price. The team wagered must only win the game for the wager to be deemed a winner. Unless otherwise specified as “Regular Time” on the individual market, overtime periods are counted in the final score. In the event of a shootout, the

winner of the shootout will have one (1) goal added to its score and one goal will be added to the game total, regardless of the number of shootout goals scored.

**3. Total Goals:** A wager on whether the total number of goals scored in a game is over or under a specified number. Unless otherwise specified as “Regular Time” on the individual market, overtime periods are counted in the final score. In the event of a shootout, the winner of the shootout will have one (1) goal added to its score and one goal will be added to the game total, regardless of the number of shootout goals scored.

**4. Periods:** Wagers on any specified period will be decided on goals scored during the specified period only. This wager may be a point spread and/or a money line. All specified periods must be played to their completion or the wager will be refunded. Once a specified period is completed, that specified period wager will stand regardless of the length of the remainder of the game. Third Period wagers do not include overtime periods.

**5. Team to score first:** Settled on the first score of the game. Bets stand even if game is not completed. Overtime counts.

**6. Team to score last:** Settled on the last team to score. Game must be completed. Overtime counts.

**7. Highest Scoring Period:** Bet on which period will produce the most goals. Dead heat rules apply. Game must be completed for bets to stand.

**8. Race to x goals:** Winner being the team who reaches the specified goals tally first. Should neither team reach the total, and a ‘Neither’ option is not offered, then bets on that market will be refunded.

**9. Hockey Props.** Various unique wagers may be offered from time to time, called proposition bets. When wagering proposition bets, unless stated otherwise, overtime does count for settlement of wagers.

**10. Hockey Player Props.** Players do not have to start for action but must play for action. If a player does not take any part in a game, then wagers on that player proposition will be refunded. Player prop wagers do include overtime, but not shootouts unless otherwise specified.

**11. Hockey Futures.** Hockey season long futures are unique wagers which will be offered from time-to-time. For all season long match wagers and division betting, all wagers stand regardless of team relocation, or a change to team name, season length or playoff format. Unless stated otherwise in the market, team(s) must play in all of their scheduled regular season games as determined by the league’s governing body at the start of the season for wagers to have action. If team(s) do not compete in all scheduled games then wagers will be refunded, except for those wagers which have been unconditionally determined. For awards, the official decision made by the governing body on the day the award winner is announced will be final. Any subsequent changes at a later date will not count for betting purposes.

**a) Division of Winning Team.** Wager on which division the winner originates from.

**b) Conference of Winning Team.** Wager on which conference the winner originates from.

- c) **State of Winning Team.** Wager on which state the winner originates from.
- d) **Country of Winning Team.** Wager on which country the winner originates from.
- e) **Name the Finalists.** Which two teams will meet in the Championship Series. Should no series take place, all bets are refunded.
- f) **Exact Outcome.** Which team will win, and who will they beat in the named series. Should no series take place, all bets are refunded.
- g) **#1 Seed.** Team to be the #1 seed at the end of the regular season.
- h) **Double Chance.** Wager on whether either of the two named teams will be declared the winner for the named market.
- i) **Hockey Division and Conference Futures.** Division Winner markets will be settled on who finishes top of the relevant division after the conclusion of the Regular Season. If two or more teams have the same Regular Season win record, then ties will be broken using the governing body's official rules to determine an outright winner.
- j) **NHL Division Finishing Position.**
  - (1) Wager on the exact position a named team will finish within their division.
  - (2) Conference Winner markets will be settled on team's performance in the playoffs. Regular season records do not count. If there is any change to the post season structure whereby a Conference Finals Series is not possible, or called early, Conference Winner will be settled on the team that advances to the NHL Finals from that Conference.
  - (3) For Playoff Series Winner, the team that advances to the next round is deemed the winner.
  - (4) Wagers for all other markets are refunded if the required minimum number of games (according to the respective governing organizations) are not completed, or the number of games changes.

**12. Hockey Grand Salami Prop.** The Ice Hockey Grand Salami will be decided by adding up all the scores for the games scheduled for that particular day using official league sources. All games must be completed for action. Goals scored in overtime are included.

**D. Live Hockey Rules,**

- 1. All markets (except period, overtime and penalty shootout markets) are considered for regular time only, unless it is mentioned in the market.
- 2. If a match is interrupted and continued within 48 hours after initial start, all open bets will be settled with the final result. Otherwise all undecided bets are considered cancelled.
- 3. If a match is interrupted or postponed and is not continued within 48 hours after initial start date, betting will be cancelled.

**E. Money Line- Winner (Away, Home)**

- 1. Game – Includes overtime



2. Reg – Regulation only; If match ends in a draw after regulation, all bets are considered cancelled
  3. P1-P3 – Only Goals scored in the specific period are considered
  4. Pen – Which team will win penalty shootout; Only goals during penalty shootout are considered
- F. Total- Total Goals scored by Both Teams (Under, Over)**
1. Game – Includes overtime
  2. Reg – Only goals scored in regulation are considered
  3. P1-P3 – Only goals scored in the specific period are considered
- G. Points Spread- Winner with Handicap in .5 Increments (Away, Home)**
1. Game – Includes overtime
  2. Reg – Only goals during regular time are considered
  3. P1-P3 – Only goals scored in the specific period are considered
- H. Three Way – Outcome (Away, Home, Draw)**
1. Reg – Which team will win the game, no overtime
  2. P1-P3 – Which team wins the specific period
- I. Win Rest – New Game (Away, Home, Tied)**
1. Reg – Which team will score more goals in the remaining time; Not including overtime
  2. P1 – Which team will score more goals in the remaining time of the first period
  3. P2 – Which team will score more goals in the remaining time of the second period
  4. OT – Which team will score more goals in the remaining overtime
- J. Match and Total- Match and Total (Team and Total Parlay)**  
Reg – No overtime
- K. Next Goal- Next Goal Scored (Away, Home, No Goal Scored)**
1. Game – Which team scores next goal in entire game
  2. Reg – Which team scores next goal; Regulation Only
  3. P1-P3 – Only goals scored in specific period are considered
  4. OT – Only goals scored in overtime are considered
  5. Pen – Only goals scored in the penalty shootout are considered
- L. Away Total- Total Goals Scored by Away Team (Over, Under)**
1. Game – Includes overtime
  2. Reg – Only goals scored in regulation are considered
  3. P1-P3 – Only goals scored in the specific period are considered
- M. Home Total- Total Goals Scored by Home Team (Over, Under)**
1. Game – Includes overtime
  2. Reg – Only goals scored in regulation are considered
  3. P1-P3 – Only goals scored in the specific period are considered
- N. Away Goals- Exact Number of Goals Scored by Away Team (0,1,2,3+)**
1. Game – Includes overtime
  2. Reg – Only goals scored in regulation are considered
  3. P1-P3 – Only goals scored in the specific period are considered
- O. Home Goals- Exact number of Goals Scored by Home Team (0, 1, 2, 3+)**
1. Game – Includes overtime



2. Reg – Only goals scored in regulation are considered
  3. P1-P3 – Only goals scored in the specific period are considered
- P. Exact Goals- Exact Number of Goals Scored by Both Teams (0-1, 2, 3... 9+)**
1. Game – Includes overtime
  2. Reg – Only goals scored in regulation are considered
  3. P1-P3 – Only goals scored in the specific period are considered

## **XI. Soccer**

### **A. Date/Site Changes.**

1. Soccer games must be played on the scheduled date and location (location is a geographical area or city, but not restricted to a specific arena or venue) to be considered action unless otherwise noted in the specific sports rules section or the inventory game page within the mobile application or web browser application. A club team playing a European competition is classed as playing at Home if the event is moved from the club's usual ground to a ground within their national boundaries, e.g. when Tottenham Hotspur played their Champions League home games at Wembley Stadium.
2. Oneida Sportsbook will always try to identify matches played at a neutral venue. For matches played at a neutral venue (whether indicated or not), bets will stand regardless of which team is listed as the home team. If an official fixture lists different team details to our scheduled match, then bets will be void, e.g. Reserves/U21s/Development team. This does not apply to instances where Oneida Sportsbook lists a scheduled match without the term 'XI' in the team name or Club Friendlies where all bets stand regardless of the players used to complete regular play, whereby prices are subject to fluctuation. If there is a change of venue, all bets will be deemed void.
3. Specific extra time bets will stand regardless. This is defined as any scheduled period of play, normally two halves of 15 minutes, between the end of regular play and the end of the game. Hence, if any other time period is played these bets will be settled accordingly regardless of the periods played (e.g. 2 halves of 10 minutes).

### **B. Minimum Length of Play**

1. For wagering purposes, unless otherwise stipulated in individual Soccer sports wager rules, results are official after 90 minutes of play plus injury time.
2. Abandoned matches: Any scheduled match abandoned before the completion of regular play will be refunded, except for all bets where the outcome has already been determined at the time of abandonment. If a match commences but for whatever reason, including any suspension of play, does not conclude on the same day (local time), all bets on that match will be deemed void except where settlement has already been determined. For example, where the first goal has been scored by a named player, the First Goalscorer and Time of First Goal markets, amongst others, will stand. Where the match is concluded on the same day that it commenced (local time), all bets will stand, regardless of any suspension of play.
3. Suspended matches: Bets on any scheduled match suspended before the completion of regular play will be refunded if the match is not restarted on the same day (local time) and played to completion, even if the governing body

declares the result of the shortened match to stand for competition purposes. Bets on which the outcome has already been determined at the time of suspension will stand. For example, where the first goal has been scored by a named player, the First Goalscorer and Time of First Goal markets, amongst others, will stand. Where the match is concluded on the same day that it commenced (local time), all bets will stand, regardless of any suspension of play.

Example:

Real Madrid v Barcelona is 1-0 and is suspended due to a crowd disturbance after 47 minutes. Match does not continue on same day but is played to a conclusion (48-90) a week later. Any bets already determined are settled eg First Goalscorer, Half-Time, First Goal etc. All other bets are refunded.

Real Madrid v Barcelona is 1-0 and is suspended due to a crowd disturbance after 47 minutes. Match continues 2 hours later on same day and is played to a conclusion (48-90). All bets are settled as normal.

4. Postponed matches: For any cancelled or postponed match, any bets struck prior to the scheduled kick-off will be refunded. All bets stand on any match that is delayed prior to the scheduled kick-off time and takes place on the same day. Matches played in a tournament finals, e.g. World Cup Finals, European Championship Finals, or Copa America Finals (but not qualifiers for these finals) will not be void if postponed and will stand for the new date they are played.

#### C. Pre-Game Soccer Wager Rules

1. **90-Minute:** Wager is on the outcome of a soccer match, determined on the score at the end of 90 minutes of play PLUS any time the referee adds to compensate for injuries and other stoppages. 90-Minute wagers do not include periods of extra time or penalty shootouts. If a match takes place but is not completed as advertised (e.g. it is not a 90-minute match or is split into three periods, rather than two), all bets in the match will be refunded. If any team starts a match with less than 11 players, all bets on that match will be refunded. If a match is postponed or cancelled, any bets placed prior to the scheduled start of the match will be refunded.

2. **To Advance/To Lift the Trophy:** Wager on a team in a soccer match to advance to the next level or round of competition. Wagers will be decided on the score at the referee's final whistle at the match's natural conclusion, whether the match is decided in regular time, extra time or in a penalty shootout.

3. **Three Way:** A wager in which there are three (3) possible outcomes in a soccer match. If the wagering offer on a match includes the draw as a third option and the match ends in a draw, wagers on the draw will be paid, while wagers on both teams will lose. Three Way wagers will be decided on the score after 90 minutes of play and any time the referee adds to compensate for injuries and other stoppages.

4. **First/Last Goalscorer:** A wager on which player will score first/last in a soccer match. Wagers are refunded on player who does not take part in the match or who comes on as a substitute after the first goal has been scored. Own goals do not count for first goalscorer bets and are ignored for settlement purposes. For Last Goalscorer wagers and wagers for a player to score 2 and 3 or more goals, all

players taking part at any point of the match are deemed to have played for the purposes of Last Goalscorer bets, irrespective of whether they were on the field at the time the last goal was scored.

**5. Double Result:** A wager on the result at half-time and full-time (i.e. at the end of 45 minutes plus injury time and 90 minutes plus injury time). Wagers will be refunded if the match is abandoned prior to the completion of 90 minutes play plus injury time.

**6. Spread and Total:** Bets settled on outcome of the period the markets relate to. If the outcome is exactly equal to the betting line, then bets will be refunded.

**7. Total Goals Odd/Even:** Resulted on the score at the end of regulation. No goals counts as even in this market.

**8. Penalty Shootout Winner:** Wager on the outcome of the Penalty Shootout. Should a shootout not take place, then bets will be refunded.

**9. Correct Score:** Wager on the final score. The match must be completed or else bets will be refunded.

**10. Double Chance:** Wager on whether either of the two named teams will be declared the winner for the named market.

**11. Team to score first:** Settled on the first score of the game. Bets stand even if game is not completed. Any periods of extra time do not count.

**12. Team to score last:** Settled on the last team to score. Game must be completed.

**13. Highest Scoring Half:** Bet on which half will produce the most goals. Dead heat rules apply if tie is not an option. Game must be completed for bets to stand.

**14. Race to x goals:** Winner being the team who reaches the specified goals tally first. Should neither team reach the total, and a 'Neither' option is not offered, then bets on that market will be refunded.

**15. Top Goalscorer/Top Team Goalscorer:** A wager on the player to be the top goalscorer in a tournament, league or cup. All wagers are action in a tournament provided the player is named in the playing squad and has the opportunity to play in the named tournament. If more than one player finishes on the same number of goals, then dead heat rules will apply. Goals scored in penalty shoot-outs do not count. Wagers placed on a player to be top Goalscorer in a given league are based on regular season games only and do not include play-offs.

**16. Time of First Goal:** Wagers on the time of the first goal in a match. The 1st minute of the game is considered to be from the 1st second to the 59th second. The 2nd minute is from 1 minute to 1 minute 59 seconds. If a goal is scored in injury time of first half, the winning selection will be the 41-50 min bracket. If the goal is scored in injury time of the second half, the winning selection will be the 81-90 minute bracket.

**17. Team to Qualify for Next Round:** If a game offered within a specific round of a competition is postponed, 'Team To Qualify' bets still stand, irrespective of the length of the delay. If a team qualifies for the next round but no match is played (opposition withdraws/is disqualified), all bets on the To Qualify market will be void. When a price is quoted for a team to qualify for the next

round of a given tournament over two legs, bets placed on that market will be settled immediately on completion of the second match based upon the events that occur during both matches. This will include normal time, injury/stoppage time added on by the match official at the end of normal time, extra time, away goals if applicable, and penalty shoot-outs; should the tie progress as such. Matches where one leg of the tie is no longer played at the venue advertised, bets will stand as long as the venue remains in the same country and is not switched to the opponent's ground/another country. Should this occur, all bets will be void. Matches originally set to be played in a Neutral country will stand if moved to another country. If a tie is reduced from 2 legs to 1 leg, then all Team to Qualify bets will be deemed void.

**18. Bookings and Cards:**

**a)** All Cards/Bookings wagers are based on cards shown during regular play only. The following cards will not apply for betting purposes: cards that take place in extra time; cards cancelled by the referee during the match; cards shown to non-active players; cards shown before the kick-off or after the final whistle; and cards shown between the final whistle of regular time and the start of extra time. Cards shown during the half-time interval count towards second-half and full-time markets. For all markets relating to booking points, the following rules apply: a yellow card is 10 points; a red card is 25 points; however, a second yellow card is ignored such that a maximum of 35 points can be awarded per player. For all markets relating to cards, the following rules apply: a yellow card counts as 1; a red card counts as 2; however, a second yellow card is ignored such that a maximum of 3 cards can be awarded per player for betting purposes.

**b)** Tournament Cards/Bookings bets are settled on total number of bookings that occur within a specified tournament. The result from the official tournament website will be used for settlement.

- D. Soccer Futures.** Soccer season long futures are unique wagers that will be offered from time-to-time.
- E. Soccer Division Winner Futures.** For Divisional/League winner markets, wagers are settled on the final League positions at the end of the scheduled season, irrespective of what happens in any Divisional play-offs, with wagers on "Who Will Win a League" being settled on the team who lifts the trophy. Wagers will stand on any team that does not complete all its games. Season match wagers are settled on which of two teams will place highest in the league at the end of the season. If teams finish level on points, then the tie breaker used by the league (e.g. goal difference or head-to-head records) will decide the winner.
- F. Soccer Top Goalscorer Futures.** Wagers placed on a player to be the Top Goalscorer in a given league are based on regular season games only. Any goals scored in subsequent play-off games do not count for betting purposes. Once a player is named in the squad and has the opportunity to play in the league that season, wagers will stand. Wagers placed on a player to be the top scorer in a given Tournament, or to be Top Team Goalscorer in a given tournament, will stand as long as the player is named in the squad and has the opportunity to play

in the named tournament. If more than one player finishes on the same number of goals, then dead-heat rules apply (any tournament top scorer award, for example "Golden Boot" is ignored for settlement purposes). Goals scored in Extra-Time will count, but goals scored within Penalty Shootouts will not count.

**G. Live Soccer Rules.**

1. All markets (except halftime, first half markets, overtime and penalty shootout) are considered for regular time only.
2. If a match is interrupted and continued within 48 hours after initial kick-off, all open bets will be settled with the final result. Otherwise, all undecided bets are considered cancelled.
3. Regular 90 minutes: markets are based on the result at the end of a scheduled 90 minutes play unless otherwise stated. This includes any added injury or stoppage time but does not include extra-time, time allocated for a penalty shootout or golden goal.
4. Corner kicks awarded but not taken are not considered.
5. **Three Way- Outcome (Away, Home, Draw)**
  - a) Reg – Which team will win the match; Regulation only
  - b) H1 – Which team will win the first half
  - c) H2 – Which team will win the second half; Regulation only
  - d) OT – Which team will win the overtime; Does not include penalty shootout
6. **Money Line-Winner (Away, Home)**
  - a) Reg – Regulation only; If match ends in a draw after regulation, all bets are considered cancelled
  - b) Pen – Which team will win penalty shootout; Only goals during penalty shootout are considered
7. **Advance Next Round – Which Team Advances to Next Round (Away, Home).** Game – Includes overtime and penalty shootout if applicable.
8. **Win Rest- New Game (Away, Home, Draw)**
  - a) Reg – Which team will score more goals in the remaining time; Not including overtime
  - b) H1 – Which team will score more goals in the remaining time of the first half
  - c) OT – Which team will score more goals in the remaining overtime period.
9. **Next Goal- Which Team Scores Next Goal (Away, Home, No Goal Scored)**
  - a) Reg – Regulation Only
  - b) H1 – Only goals scored in first half are considered
  - c) OT – Only goals scored in overtime are considered
  - d) Pen – Only goals scored in the penalty shootout are considered
10. **Next Goal When- When will Next Goal be Scored (Time Intervals).** Reg – Settled on the time when the goal is scored; 15:01 counts as 16-30; 31-45 and 76-90 include any injury time; The time which is displayed on TV is considered, if not available the time when the ball crosses the goal line is considered and will be settled based on the time clock shown on TV.

- 11. Asian Handicap- Winner with Handicap in .25 Increments (Away, Home)**
  - a) Quarter handicaps split the bet between the two closest half intervals. For example, a \$1000 bet on a handicap of +.75 is the same as \$500 on +.5 and \$500 on +1. The bet is automatically split between the two. The player can win, tie, or lose, each half.
  - b) Reg – Only goals during regulation time are considered
  - c) H1 - Only goals during the first half are considered
- 12. Total- Total Goals Scored by both Teams in .5 Increments (Over, Under)**
  - a) Reg – Only goals during regulation time are considered
  - b) H1 – Only goals during the first half are considered
  - c) H2 – Only goals during the second half are considered
  - d) OT – Only goals during overtime are considered
- 13. Asian Total- Total Goals by both Teams in .25 Increments**
  - a) Quarter handicaps split the bet between the two closest half intervals. For example, a \$1000 bet on a handicap of +1.75 is the same as \$500 on +1.5 and \$500 on +2. The bet is automatically split between the two. The player can win, tie, or lose, each half.
  - b) Reg – Only goals during regulation time are considered
  - c) H1 – Only goals during the first half are considered
- 14. Away Total- Total Goals Scored by Away Team (Over, Under).** Reg – Total goals scored by away team in the game
- 15. Home Total- Total Goals Scored by Home Team (Over, Under).** Reg – Total goals scored by home team in the game
- 16. Match and Total- Match and Total (Team and Total Parlay).** Reg – No overtime
- 17. Correct Score- Exact Final Score (Away Team Winning Score, Home Team Winning Score).** Reg – No Overtime
- 18. Exact Goals- Exact Number of Goals Scored by Both Teams (0-1, 2, 3, 4, 5, 6+)**
  - a) Reg – Only goals scored in regulation are considered
  - b) H1 – Only goals scored in the first half are considered
- 19. Away Goals- Exact Number of Goals Scored by Away Team (0, 1, 2, 3+)**
  - a) Reg – Only goals scored in regulation are considered
  - b) H1 – Only goals scored in the first half are considered
- 20. Home Goals- Exact Number of Goals Scored by Home Team (0, 1, 2, 3+)**
  - a) Reg – Only goals scored in regulation are considered
  - b) H1 – Only goals scored in the first half are considered
- 21. How Decided- How Will the Game be Decided (Away, Home in Reg/OT/PKS).** Game – Either team can win in regulation, in overtime, or in a penalty shootout
- 22. Both Score- Will both Teams Score (Yes, No).** Reg – Regulation only



23. **Odd Even- Final Combine Score will be (Odd, Even).** Reg – Regulation only
24. **Corner Bet- Most Corners (Away, Home)**  
 a) Reg – Regulation only  
 b) H1 – Only corner kicks in first half will be considered
25. **Corner Handicap- Head to Head Handicap in .5 Increments (Away, Home)**  
 a) Reg – Regulation only  
 b) H1 – Only corner kicks in first half will be considered
26. **Total Corners- Combined Corner Kicks in .5 Increments (Away, Home)**  
 a) Reg – Regulation only  
 b) H1 – Only corner kicks in first half will be considered
27. **Corners Away- Total Corner Kicks by Away Team in Fixed Intervals (0-2, 3-4, 5-6, 7+).** Reg – Regulation only
28. **Corner Home- Total Corner Kicks by Home Team in Fixed Intervals (0-2, 3-4, 5-6, 7+).** Reg – Regulation only

## XII. Table Tennis

- A. **Date/Site Changes.** All events must take place on the scheduled calendar day (local time) otherwise, all bets on the game will be void. However, if a match in the Olympics or World Championships is postponed bets will stand providing the match is rescheduled to take place before the closing ceremony. Event(s) must take place in the same city, but not restricted to a specific venue or arena.
- B. **Minimum Length of Play**  
 1. In the event of a match not taking place or if a player/team is given a walkover, bets on that match are refunded.  
 2. In the event of a match starting but not being completed for any reason, all bets on the outcome of the match will be refunded, except for those markets that have been unconditionally determined.
- C. **Table Tennis Wagers**  
 1. **Match Winner:** Wager on who will win the match.  
 2. **Set Betting (Correct Score):** The bet refers to the correct final score in sets.  
 3. **Set Winner:** This bet refers to winner of a specific set. The respective set must be completed for bets to stand.  
 4. **Lead after x points:** Who will have most points after the listed number of points have been played. Draw will be an option and will be the winner if tied at that stage. Should Draw not be offered, and the score is tied, then bets will be refunded.  
 5. **Race to x points:** Winner being the team/player who reaches the specified points tally first. Should neither team reach the total, and a 'Neither' option is not offered, then bets on that market will be refunded.  
 6. **Who will win Nth point:** Betting on who will win the named point. Should the point not take place, bets will be refunded.  
 7. **Tournament Winner:** Team/Player to win the named tournament. Should a participant take no part in the competition then bets on them will be refunded.



Should they withdraw or be disqualified after the tournament begins, then bets on them will stand.

### XIII. Tennis

- A. Date/Site Changes.** If a match is postponed your bet will stand provided the match is rescheduled to take place before the end of the tournament. In the event of a change of venue, playing surface or change from indoor court to outdoor or vice versa, all bets remain action.
- B. Minimum Length of Play.**
1. If a player retires or is disqualified either before the match starts or before the conclusion of the first set, all wagers will be voided.
  2. If a player retires or is disqualified after the 1<sup>st</sup> set has concluded, then the opposing player will be deemed the winner for all wagering purposes.
  3. If a match does not reach its natural conclusion, all full-match markets (Game/Set Spread and Totals) will be refunded.
- C. Pre-Game Tennis Wager Rules**
1. **Match betting:** A wager on one or more specified players(s) versus one or more other specified players(s) in a designated match. If a player withdraws (retires) or is disqualified after the first set has been completed, the player progressing to the next round or who is awarded the match by the umpire will be considered the winner. If the first set has not been completed, all match bets will be refunded.
  2. If a match does not reach a natural conclusion, any markets (besides match betting) that are not unconditionally determined will be refunded. In the event of a change to playing surface, venue or change from indoor court to outdoor and vice versa, all bets stand.
  3. **Set Betting:** The full number of sets required to win the match must be completed. If a player is awarded the match prior to the full number of sets being completed, all set betting on that match will be refunded. If a match is decided by a Champions tie-break, then this will be considered the third set.
  4. **Bet In-Play, Game by Game betting**
    - a) A game is defined as an ordinary game (not a tie break) which is completed on the same day that it commenced.
    - b) If a game is completed after an interruption for any reason that game shall be deemed to be complete for betting purposes.
    - c) If a game is completed by the awarding of a penalty point by the umpire, the game shall be deemed to be complete. However, if a game is completed by the awarding of a penalty game by the umpire, the game shall be refunded, and all stakes shall be returned.
    - d) If a player retires from a match while a game is in progress, but before that game has been completed, that game shall be deemed to be incomplete and all stakes shall be returned. Bets on a game which subsequently becomes a tie break will be settled as refunded.
  5. **Current Set Betting:** If a player retires from a match while a set is in progress, but before that set has been completed, that set shall be deemed to be incomplete and all stakes shall be returned.

- 6. Handicap betting:** This bet is based on the number of games each player wins in a given match. E.g. a player given a 3.5 game start on the handicap who loses 7-6, 7-6, 7-6, would be the winner for handicap betting purposes. If a player is awarded the match due to a withdrawal prior to the full number of sets being completed, all handicap bets on that match will be refunded unless, at the time of the withdrawal, the result of the handicap betting is already determined.
- 7. Total games:** Bets on the total number of games in a match will be over/under a particular number, e.g. 21.5 games. In the event of a retirement, bets will be refunded unless at the time of the withdrawal the result of the total games is already determined e.g. If a match is abandoned at 6-4 4- 4, bets on Over/Under 19.5 games or fewer in the match are settled as winners/losers respectively, since any conclusion to the match would have to have had at least 20 games.
- 8. To Win / Lose First Set and Win the Match:** If either player withdraws from the match before the first set finishes, then bets will be refunded. If the first set has been completed, then the match part of the bet will be determined by the player awarded the match.
- 9. Match Tiebreaks:**
- a)** In some competitions, an extended tie-break (Match Tiebreak – sometimes referred to as a “Super Tiebreak”) is played in place of a final deciding set. For settlement purposes, this Match Tiebreak will be considered as one set (for set-related markets) and one game (for game-related markets). For example, in a ‘Best of three sets’ match, if Team A won the first set 6-0, Team B won the second set 6-0 and then Team B went on to win the Match Tiebreak, then the market Set Betting would be settled as 2-1 in Team B’s favor. The market Total Games would be settled against a total of 13 games.
- b)** For tennis matches that use the Match Tiebreak (in place of a final set), in the event that the next game turns out to be a Match Tiebreak, bets on the following markets will all be settled as refunded.
- 10. Game/Point Related Markets:** If the wrong player has been set as the server for any individual game (Current or Next Game) then all markets relating to the outcome of that specific game will be refunded, regardless of the result. In the event of a game not being completed, all bets on the game will be refunded with the exception of Game to Deuce if the result has already been determined.
- 11. Lead after x points:** Who will have most points after the listed number of points have been played. Draw will be an option and will be the winner if tied at that stage. Should Draw not be offered, and the score is tied, then bets will be refunded.
- 12. Race to x points:** Winner being the team/player who reaches the specified points tally first. Should neither team reach the total, and a ‘Neither’ option is not offered, then bets on that market will be refunded.
- 13. Who will win Nth point:** Betting on who will win the named point. Should the point not take place, bets will be refunded.
- 14. Tournament Winner:** Team/Player to win the named tournament. Should a participant take no part in the competition then bets on them will be refunded.

Should they withdraw or be disqualified after the tournament begins, then bets on them will stand.

**15. Quarter Winner:** Team/Player to win the Quarter of the Draw they are in. Should a participant take no part in the competition then bets on them will be refunded. Should they withdraw or be disqualified after the tournament begins, then bets on them will stand.

**16. IPTL (International Premier Tennis League) Substitute Players**

If during a set a player is substituted, ALL bets including “bet in play” will stand. If a set doesn’t start with the players indicated, all bets on that set will be refunded.

**D. Live Tennis Rules**

1. In case of a retirement or walk over of any player, all undecided bets are considered cancelled.

2. In case of a delay (rain, darkness...) all markets remain unsettled and the trading will be continued as soon as the match continues.

3. If penalty point(s) are awarded by the umpire, all bets on that game will stand

4. In case of a match being finished before certain points/games were finished, all affected point/game related markets are considered cancelled.

5. If a match is decided by a match tie-break, then it will be considered to be the third set.

6. Every tie-break or match tie-break counts as 1 game

**E. Money Line – Winner (Player1, Player2)**

1. Game – Which player will win the match

2. TSet – Which player will win the specific set

3. TGame – Which player will win the next game

**F. Total – Total games played (Over, Under)**

1. Game – Entire match

2. TSet – Specific set

**G. Which player will win games X and Y of set N (Player1, Player2, Split).**

Game – Always for the next 2 games; offered only before the first of the 2 games is started

**H. Number of Sets, Best of 3 – Exact number of sets played in match (2 Sets, 3 Sets). Game – Best of 3 sets**

**I. Number of Sets, Best of 5 – Exact number of sets played in match (3 Sets, 4 Sets, 5 Sets). Game – Best of 5 sets**

**J. Final results (Player1 Wins 2-0, 2-1; Player2 wins 2-0, 2-1). Game – In sets, best of 3**

**K. Final results (Player1 Wins 3-0, 3-1, 3-2; Player2 wins 3-0, 3-1, 3-2). Game – In sets, best of 5**

**L. Correct Score – Exact final score (Player1 Winning Score, Player2 Winning Score)**

1. TSet – Specific score for the set

2. TGame – Specific score for a specific game by set

**M. Odd Even – Total number of games played**

1. Game – Games for the entire match are considered

2. TSet – Only games of specific set are considered

#### XIV. Esports

- A. If there is a change to the scheduled number of games or maps played in the match, bets placed on this market will stand.
- B. If there is a change in the venue for a match, bets placed on this market will stand.
- C. If there is a change in the team members in the match, bets placed on this market will stand
- D. If a player participates in an official match with a different/wrong nickname bets placed on this market will stand unless it is clear that it was not the player that was supposed to play the match.
- E. If the name of a player or team has been spelt incorrectly, bets placed on this market will stand.
- F. If a match is postponed or re-scheduled, bets placed on this market will stand, provided, the match is played before the end of the competition.
- G. If a match is postponed and not played the end of the competition, bets placed on this market will be void.
- H. If a player or team is given a walkover on at least one game or map before the match starts, bets placed on this market will be void.
- I. If a player or team is given a bye into the next round before the match starts, bets placed on this market will be void
- J. If a player or team is disqualified or retires from the match, bets on this market will be settled on the player or team determined as the winner by the official rules of the respective governing body.

#### XV. Olympics

- A. **General Olympic Rules.** If an event is cancelled, all bets are void. If any event/match is postponed bets will stand providing the event is rescheduled to take place before the closing ceremony. This rule supersedes any of the individual sports' postponement rules. If a competitor or team does not start a race or tournament then bets placed on that competitor or team will be considered void and stakes will be refunded.
- B. **Final Medal Placings.** All bets on the number of medals will be settled on the official medal table at the end of the Olympic Games. Any changes made by any governing body at a later date do not count for betting purposes.
- C. **World Records and Olympic Records.**
  1. All bets are settled using unofficial results reported immediately after the conclusion of the event.
  2. All bets on the cumulative number of Olympic Records or World Records will be settled at the end of the Olympic Games.
- D. **Results**
  1. All bets are settled using unofficial results reported immediately after the conclusion of the event.
  2. In the event of more than one medal being awarded for the same position, for example there is potential for 2 bronze medals in boxing, Dead Heat Rules apply.
- E. **Olympic Wagers**

1. **Team Medals:** Any medals won by a team/nation per competition count as one medal regardless of the number of team members.
2. **Which country will win the most gold medals:** If two or more countries gain an equal number of gold medals, the number of silver medals will decide. If the number of medals is still equal, the number of bronze medals will decide.
3. **Which country will win the most silver medals:** If two or more countries gain an equal number of silver medals, the number of gold medals will decide. If the number of medals is still equal, the number of bronze medals will decide.
4. **Which country will win the most bronze medals:** If two or more countries gain an equal number of bronze medals, the number of gold medals will decide. If the number of medals is still equal, the number of silver medals will decide.
5. **Head to Head betting**
  - a) For markets relating to a full event, wagers are settled based on the final ranking from the official results. If there is no official final ranking, then the last successfully completed match/stage will be considered the final position. If competitors finish the event in the same position or their last successfully completed stage was the same, dead heat rules apply.
  - b) For markets involving a particular stage of a competition, all wagers are settled based on the official results at the end of that stage. If the competitors finish the stage in the same position, dead heat rules apply.
  - c) If one or more competitors do not start, all bets are void. If a competitor starts the competition but is subsequently disqualified or does not complete the competition, all bets on that competitor are settled as losing wagers. If all listed competitors start the competition but are subsequently disqualified or do not complete the competition, then all bets are void.

#### **XVI.In-Play Wagers**

- A. If games do not finish in their entirety, Handicap and Total “In-play” wagers will be refunded.
- B. Once an in-play wager is submitted, it will be considered “action” and will not be voided.
- C. For partial-game wagering, wagers are considered “action” upon the completion of the specified proposition.
- D. **Football**
  1. Overtime periods count towards the point line, total, and money line for full game wagers, unless otherwise specified.
  2. Ties will be refunded.
- E. **Basketball**
  1. Overtime periods count towards the point line, total, and money line for full game and second half wagers, unless otherwise specified.
  2. Ties will be refunded.
- F. **Baseball.** The event needs to go at least 8 ½ innings for the spread and totals markets to be “action”. At least 6 ½ innings for a seven-inning game

## ONEIDA CASINO SPORTSBOOK

## RULES OF PLAY

- G. Hockey.** For In-play period wagers, the period must be played to its conclusion to have “action.”
  - H. Soccer.** Wagers for all full-game propositions are valid providing at least 90 minutes of play plus added injury time by the officials has occurred, unless otherwise specified. Extra time or penalty kicks are not included.
  - I. Tennis.** Following the completion of at least 1 full set, whoever is declared the winner of the match will be considered the winner for betting purposes. For all game spreads and game totals, the match must be completed in full for these bets to have action.
- XVII. Voids/Cancellations.**
- A.** Oneida Casino Sportsbook reserves the right, at its own discretion, to declare a bet void, totally or partially, if it is obvious that any of the following circumstances have occurred:
    - 1.** Bets have been offered, placed and/or accepted due to an error, which may include, but is not limited to, incorrectly posting the events, odds, wagers, and/or results.
    - 2.** Bets placed while the website was encountering technical problems, that would otherwise not have been accepted.
    - 3.** Influence Betting.
    - 4.** Syndicate Betting.
    - 5.** A result has been affected by illegal activity, directly or indirectly.
    - 6.** Wagers involved in Suspicious Transaction Reporting.
    - 7.** Any erroneous pre-game wagers accepted after the scheduled start time.
    - 8.** Any erroneous live-game wagers accepted at an incorrect price due to delayed or failing of the ‘Live’ coverage.
  - B.** Tickets will not be cancelled or voided prior to the start of an event except as provided in this section.
  - C.** Once both parties accept a wager, tickets will not be cancelled or voided after an event officially begins except as provided in this section.
  - D.** Customer’s may not cancel wagers at any time or for any reason without the approval of on Oneida Casino Sportsbook manager/supervisor.
  - E.** Oneida Casino Sportsbook reserves the right to cancel or suspend wagering on events related to a Suspicious Transaction Report by posting notice of any such suspension/cancellation in the Oneida Casino Sportsbook.

**XVIII. Pay Charts**

Parlay Odds - Totals Included						
2	3	4	5	6	7	8
13.5/5	6.5/1	13/1	25/1	48/1	92/1	180/1
TIES REDUCE TO NEXT LEVEL						
6 Point Football Teaser Pay Table - Totals Included						
2	3	4	5	6	7	8
-125	+150	+250	+400	+600	+900	+1250
6.5 Point Football Teaser Pay Table - Totals Included						
2	3	4	5	6	7	8
-140	+140	+200	+350	+500	+800	+1100
TIES REDUCE TO NEXT LEVEL						
7 Point Football Teaser Pay Table - Totals Included						
2	3	4	5	6	7	8
-150	+120	+180	+300	+425	+650	+900
TIES REDUCE TO NEXT LEVEL						
5 Point Basketball Teaser Pay Table - Totals Included						
2	3	4	5	6	7	8
-120	+140	+200	+350	+500	+700	+1000
TIES REDUCE TO NEXT LEVEL						
5.5 Point Basketball Teaser Pay Table - Totals Included						
2	3	4	5	6	7	8
-125	+135	+190	+300	+450	+650	+900
TIES REDUCE TO NEXT LEVEL						
6 Point Basketball Teaser Pay Table - Totals Included						
2	3	4	5	6	7	8
-140	+120	+180	+280	+400	+600	+800

- A. Odds are for Football and Basketball based on -110.  
 B. Max "Off the Board" payout on any parlay or teaser is 299 to 1.

**XIX. Parlays & Teasers****A. Parlays**

- All parlay bets placed are subject to the sportsbook house rules that apply to each individual sport that relates to any leg of any parlay bet.
- Off-the-board maximum off the board parlay payoff limit/Cap is 299:1.
- A parlay bet will be reduced to the next number of teams played if any of the games result in a betting tie or if any of the games are postponed or cancelled. If this parlay consists of two team in the above situation, the remaining game becomes a straight bet.

- B. Teasers.** In the case of any of the selections resulting in a tie the selection will be treated as a Push and the teaser will reduce to the next leg. Teaser bets are governed by the same rules as parlay bets. The only exception is the two team teaser. If one of the games result in a betting tie, there is no action and the wager will be refunded.

**XX. Mobile Wagering Accounts (When Applicable)**

- A. Account holder must be at least 21 years of age.



## ONEIDA CASINO SPORTSBOOK

## RULES OF PLAY

- B.** Oneida Casino Sportsbook posted House Rules and regulations are applicable to Mobile Wagering Accounts. House Rules are available to view in the Support area of Mobile Wagering App.
- C.** For an individual account, the patron must personally appear and provide Oneida Casino Sportsbook with valid proof of identification and social security number prior to activating an account.
- D.** Mobile Wagering Account transactions through the Mobile Wagering App cannot be accepted from any individual who does not have a valid Mobile Wagering Account in good standing.
- E.** Management reserves the right to refuse any application.
- F.** Management reserves the right to suspend an account for reasons it deems sufficient.
- G.** Management reserves the right to terminate and settle the account balance with the patron for reasons it deems sufficient.
- H.** Management shall keep all wagering account information in accordance with its privacy policy.
- I.** Only the person named and identified as the account holder for an individual account can conduct transactions on the account. No agents or representatives will be permitted to access the account. For a business entity account the designated individual(s) of the business entity may conduct transactions and be permitted access to the account.
- J.** Mobile Wagering Account transactions are accepted through the Mobile Wagering App.
- K.** Wagers placed through the Mobile Wagering App are binding when the patron verifies and confirms purchase of wager displayed on the screen.
- L.** Wagers will not be accepted if they exceed the balance in the account.
- M.** Mobile Wagering Account withdrawals and subsequent deposits made at any Casino authorized location during business hours must be signed and authorized by the account holder.
- N.** Mobile Wagering Account winnings are subject to IRS reporting and/or withholdings.
- O.** Wagers placed through the Mobile Wagering App are the sole responsibility of the account holder. Management is not responsible for unauthorized access to the account.
- P.** History of transactions placed through the Mobile Wagering App will be available for a minimum of 60-days in the My Wagers and statement pages.
- Q.** If you do not place any wagers for 18 months consecutively, your account may be suspended from play and classified as dormant. To reactivate the account, you must appear in person at any location which is available for account opening to re-validate your identity. We may close the dormant account at our own discretion at any time.
- R.** Unless otherwise stated, all rules apply to both wagers made in person and to wagers made using the Casino Mobile Wagering App.
- S.** For wagers made through the Mobile Wagering App, the terms of your wager are displayed before you tap "Place Bet," which action is deemed an acceptance of the wager terms by you. Our acceptance of the wager request is displayed in a

- confirmation message on your mobile device and can be reviewed in the My Wagers section of the Mobile Wagering App at any time.
- T. Payment of winning wagers will be made when Casino confirms and posts results. Winning wagers will be applied directly to your Mobile Wagering Account.
  - U. Wagers may only be accepted from within the approved permitted locations. Oneida Casino Sportsbook is prohibited by law from accepting wagers originating from outside the permitted locations.
  - V. Changes will automatically be updated within the Mobile Wagering App. Any changes on bet-selections will require your acceptance of the revised change before your wager can be confirmed.
  - W. Mobile Wagering Accounts are subject to an audit at the discretion of management at any time. If it is determined that account balances are inaccurate or in error as a result of posting errors, late decision adjustments, modifications mandated by notifications or decisions of Gaming Management or other system errors, the Mobile wagering Account will be adjusted to reflect the findings of the audit. An account may also be adjusted as a result of the resolution of a customer dispute. In the event an adjustment would result in a negative balance in the account, all activity in the account will be suspended until agreement on the adjustment is reached between the account holder and system operator. If the parties are unable to agree on the adjustment the matter will be submitted to the Oneida Gaming Commission for resolution as a customer dispute.
  - X. Mobile Wagering Account rules and regulations are subject to change by management at any time.
  - Y. Due to possible delays or inaccuracies, the LIVE scoreboard may not be reflective of actual LIVE scores and therefore should not be solely relied upon in determining whether to place a bet or not.

**XXI. Prohibited Participants**

- A. Persons under 21 years old.
- B. Persons placing a wager as an agent or proxy.
- C. Any athlete, coach, referee, player in or on any sports event overseen by that person's sport's governing body.
- D. Any person who holds a position of authority or influence to persuade the participants in a sporting contest, including, but not limited to coaches, managers, handlers, or athletic trainers.
- E. Persons who have nonpublic information about an event or a participant in an event, who are in a position to affect the outcome of an event, or whose participation in wagering on an event might cause the appearance of a conflict of interest, shall be prohibited from wagering on the event or a market in the event. This includes but is not limited to the following types of persons:
  - 1. athletes participating in the event; and
  - 2. employees or contractors of the governing body for the event, employees and contractors of the owner or management of a team participating in the event, and employees and contractors of athletes participating in the events, including but not limited to: referees, officials, coaches, managers, handlers, athletic trainers, team physicians, and other physicians providing medical consultation or treatment of an event participant.

**XXII. Patron Questions and Complaints.** In the event that a customer has a dispute involving a placed wager, or the way in which a bet or market type has been settled, Oneida Casino Sportsbook is responsible receiving and addressing any patron disputes. Patron questions or complaints can be submitted in person at the Sportsbook or mailed to Oneida Casino Sportsbook PO Box 365 Oneida WI, 54155. All requests will be responded to within ten (10) business days. Gaming Management will attempt to resolve any disputes with the patron, however if a patron is not satisfied with the resolution of a dispute offered by Gaming Management, the patron may contact the Oneida Gaming Commission at P.O Box 79, Oneida, WI 54155.

**XXIII. Acceptance of Disclosed Terms and Liabilities**

- A.** You hereby accept that by using the services, there is a risk that you may, as well as winning money, lose money. You agree that your use of the services is at your own risk and Oneida Casino Sportsbook and affiliated parties accept no responsibility and shall not be liable for any consequences that are alleged to have occurred through your use, or misuse, of the services.
- B.** Oneida Casino Sportsbook and affiliated parties are not liable for any failure of equipment/software and or loss by any act of God, power failure, disputes that may affect the placing of wagers/bets.
- C.** Oneida Casino Sportsbook reserves the right to cancel or suspend wagering on events related to a suspicious transaction report by posting notice of any such suspension/cancellation in the Oneida Casino Sportsbook.
- D.** Patrons agree that these house rules have been read and accepted prior to the submission of any wagers.

Last updated April 7<sup>th</sup>, 2022.

Approved By OGC: 4/12/2022

Accept the Emergency Management Department FY-2022 2nd quarter report

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## Business Committee Agenda Request

1. **Meeting Date Requested:** 5/11/22

2. **Session:**

Open     Executive – must qualify under §107.4-1.

Justification: *Choose or type justification.*

3. **Requested Motion:**

Accept as information; OR Enter the requested motion related to this item.

4. **Areas potentially impacted or affected by this request:**

Finance

Programs/Services

Law Office

MIS

Gaming/Retail

Boards, Committees, or Commissions

Other:

5. **Additional attendees needed for this request:**

*Name, Title/Entity OR Choose from List*

Kaylynn Gresham, Emergency Management Director

**6. 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 checked="" 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 type="checkbox"/> Other:                 |                                                  |                                                 |

**7. Budget Information:**

- |                                                                    |                                                             |
|--------------------------------------------------------------------|-------------------------------------------------------------|
| <input checked="" type="checkbox"/> Budgeted – Tribal Contribution | <input checked="" type="checkbox"/> Budgeted – Grant Funded |
| <input type="checkbox"/> Unbudgeted                                | <input type="checkbox"/> Not Applicable                     |
| <input type="checkbox"/> Other:                                    |                                                             |

**8. Submission:**

Authorized Sponsor: Kaylynn Gresham, Emergency Management Director

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

# FY-2022 Quarterly Report (Jan - March 2022)

Kaylynn Gresham – Director Emergency Management Department

## Objectives and Metrics

### Mission Statement

Through planning and mitigation activities Emergency Management works to ensure the Oneida Nation is in a constant state of readiness to respond to, and recover from an emergency or disaster, that threatens the life or safety of community members, the environment, or the assets of the Oneida Nation.

### Purpose

Emergency Management serves to aid, counsel, and assist the agencies and entities of the Oneida Nation that respond to emergencies or disasters that affect the Oneida Community and its members, through coordination of local and regional, police, fire, Emergency Management Services or rescue response when necessary.

### Planned Activities

Goal Number	Goal	Activity	Outputs
1	Develop emergency management capacity	Grant applications, budget and staffing request, training and succession plan, technology implementation	Emergency Management (EM) program, staffing model and succession plan is developed and adopted, technology resources are in place
5	Expand the Capabilities of RAVE alert system	Needs analysis, technology acquisition and deployment, outreach and education.	Emergency notification system reaches intended audience
3	Develop and implement Emergency Action Plans (EAP)	Vulnerability and needs analysis, meetings, reports and updates. Identify facility or event leads, EAP or EMP assessments, outreach and education, EAP and EMP documents	Funding agreements, staff commitments from Oneida divisions and departments. Number of buildings and events that have current and updated EAP
4	Oneida Nation Emergency Planning Committee (ONEPC) Implementation	Identify qualified Team members from across the Oneida Nation organization to have lead roles in their area of expertise.	Letters of commitment, regulary scheduled meeting with agendas and minutes.
2	Seasonal Review of Shelters and warming & cooling centers.	Vulnerability and needs analysis, meetings, reports and updates.	Locations identified and Departments trained.



# FY-2022 Quarterly Report (Jan - March 2022)

Kaylynn Gresham – Director Emergency Management Department

## Objectives and Metrics

### Emergency Management Goals

Goal

Develop and implement Emergency Action Plans (EAP)

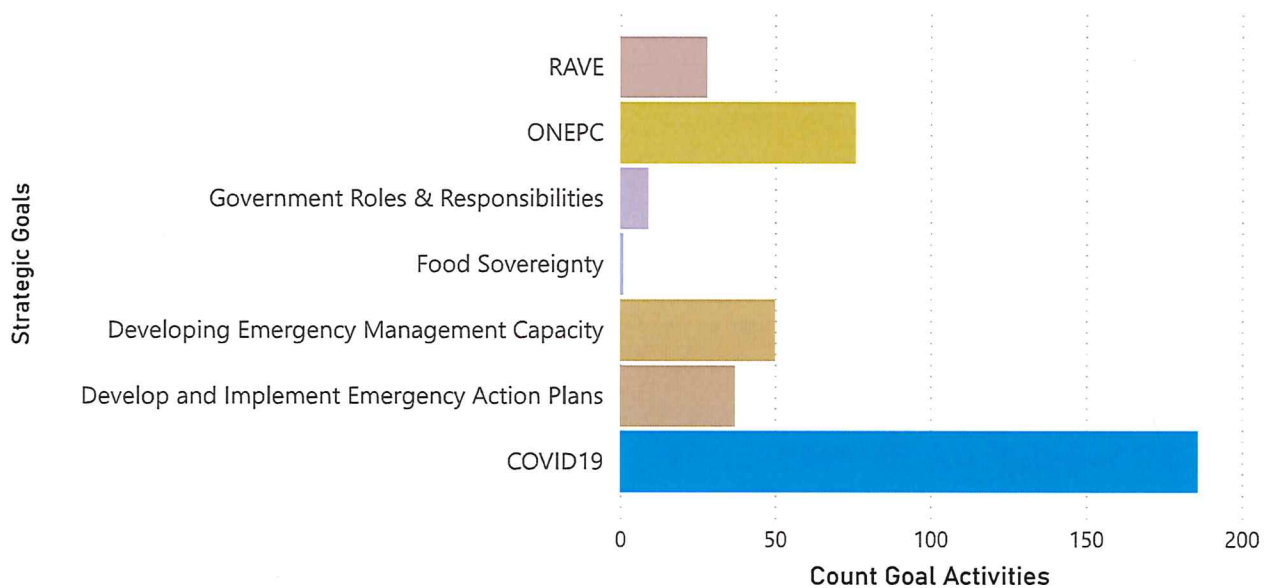
Develop emergency management capacity

Expand the Capabilities of RAVE alert system

Oneida Nation Emergency Planning Committee (ONEPC) Implementation

Seasonal Review of Shelters and warming & cooling centers.

### Emergency Management Categories



### Oneida Nation Employees Contributing to Emergency Management

Employee	Job Title	Count
Brittany Nicholas	SANITARIAN	79
James Snitgen	MGR-ENVIRONMENTAL QUALITY	2
Kaylynn Gresham	DIR-EMERGENCY MANAGEMENT	301
Richard Figueroa	ASST DIR-EMERGENCY MGMT	123
Victoria Flowers	COORD-ENVIRONMENTAL COMPLIANCE	4
<b>Total</b>		<b>509</b>



# FY-2022 Quarterly Report (Jan - March 2022)

Kaylynn Gresham – Director Emergency Management Department

## Goal #1 Develop Emergency Management Capacity

### Strategic Plan Linkage

Goal	Types of Activities
Develop emergency management capacity	Grant applications, budget and staffing request, training and succession plan, technology implementation

Activity Type	Count	Reported Hours
BC Meeting	7	11.00
Budget and Finance Meeting	1	1.00
Emergency Management Program Administration, Development and Evaluation	16	44.00
Emergency Management Team Meetings	21	32.00
Grant Workplan and Budget Development	22	31.00
Records Management	11	14.50
Reporting	5	6.50
Staff Meeting	1	3.00
Training and Outreach	13	42.50
Training or Webinar	43	97.00
<b>Total</b>	<b>140</b>	<b>282.50</b>

Highlights	Comments
Gov Conference and WEMA Board Meeting	Attend the Governors Conference - WEMA Board meeting as WiTEMA Rep from 4:30 - 6 pm
Tap Switch Follow up - contract approved	Contract approved through Law Office and Purchasing - waiting for Chairman sign off
Kali Article	Every month I file an article to be posted in the Kali. This tends to follow the concerning topics from the FEMA calendar of concerning trends.
Advanced Assistantance Grant	Follow up on the advanced assistance grant for micro grid study
Cold Weather - Virtual Exercise	Participant in Extreme Cold Weather Virtual Exercise with HERC Region 3 12:00 - 4:30
Outagamie County Service Agreement	Reviewing Service Agreement and emails to OPD
BRIC and HMA Webinar with FEMA 5	Webinar for upcoming BRIC Grant submission and discussion about HMA in FEMA Region V
Tribal Broadband discusson	Whitehouse discussion with Tribal Broadband initiative

# FY-2022 Quarterly Report (Jan - March 2022)

Kaylynn Gresham – Director Emergency Management Department

## Goal #2 Seasonal Review of Shelters and Warming and Cooling Centers

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### Strategic Plan Linkage

Goal	Activity
Seasonal Review of Shelters and warming & cooling centers.	Vulnerability and needs analysis, meetings, reports and updates.

### Activities Related to the Seasonal Review of Shelters and warming & cooling centers

Activity Type	Project Name	Count	Reported Hours
Environmental Planning	Energy planning	1	2.00
Environmental Planning	Review Debris Management Plan	1	1.00
<b>Total</b>		<b>2</b>	<b>3.00</b>

# FY-2022 Quarterly Report (Jan - March 2022)

Kaylynn Gresham – Director Emergency Management Department

## Goal #3 Develop and Implement Emergency Action Plans

Goal	Strategic Plan Linkage
▲	Types of Activities
Develop and implement Emergency Action Plans (EAP)	Vulnerability and needs analysis, meetings, reports and updates. Identify facility or event leads, EAP or EMP assessments, outreach and education, EAP and EMP documents

Activity Type	Count	Reported Hours
▲		
Emergency Plan Modification or Update	33	48.50
Post-disaster Activities	4	12.50
Pre-disaster Mitigation Planning	19	44.00
<b>Total</b>	<b>56</b>	<b>105.00</b>

Highlights	Comments
EAP project	Continued to identify divisions and buildings with multiple departments within. This will help me to flesh out all the departments that will need to have an EAP on file. I'm also learning who with within these departments I will be working with to accomplish the updates.
EAP project	Continued work on the hidden department, did some filing, I was reading old EAPs to get a feel for what I think needs to updated.
EAP project	I reached out to a few areas to see whom I would work with to update their area's EAP
EAP project	I recieved an EAP from the Fitness Center and I have been reading it and making notes as to what I feel should be adjusted
EAP project	I sent a few intoduction emails to departments looking for someone to work with to update the EAPs. I got a couple back from past emails and I started working with them to flesh out what areas they are representing.
EAP project	I sent OFF suggestions for their EAP to Ryan - I found out that it was sent to me to file and work on. I contacted Ryan back and apologized for any confusion.
EAP project	I was puting together a list of buildings that had multiple departements to get a better look at areas needing EAP updates
EAP project	No responses back. Plan to follow up with second request

# FY-2022 Quarterly Report (Jan - March 2022)

Kaylynn Gresham – Director Emergency Management Department

## Goal #4 Oneida Nation Emergency Planning Committee Implementation

Goal	Strategic Plan Linkage
▲	Types of Activities
Oneida Nation Emergency Planning Committee (ONEPC) Implementation	Identify qualified Team members from across the Oneida Nation organization to have lead roles in their area of expertise.

Activity Type	Count	Reported Hours
Information Management	44	68.00
Interdepartmental Meeting	32	38.00
<b>Total</b>	<b>76</b>	<b>106.00</b>

Highlights	Comments
Kali article research	I was researching article ideas for the upcoming Kali Articles
Meeting with Jessica	Jessica and I are updating and jazzing up my resume.
Safer shelter/parking update	updates regarding the safer parking the safer shelter programs the wiser women group are working with. The tribe is associated with the programs and they asked EM to sit in on the meetings.
Tracking Weather situation	Due to the icy snow we just received I was monitoring power outages through WPS and WE Energies outage maps. This was in anticipation for any EM situation that may arise.



## FY-2022 Quarterly Report (Jan - March 2022)

Kaylynn Gresham – Director Emergency Management Department

**Goal #5 Expand the Capabilities of the Rave Alert System**

Goal	Strategic Plan Linkage		
	Activity		
Expand the Capabilities of RAVE alert system	Needs analysis, technology acquisition and deployment, outreach and education.		
Activity Type	Count of Activity Type	Reported Hours	
RAVE	28	51.50	
<b>Total</b>	<b>28</b>	<b>51.50</b>	

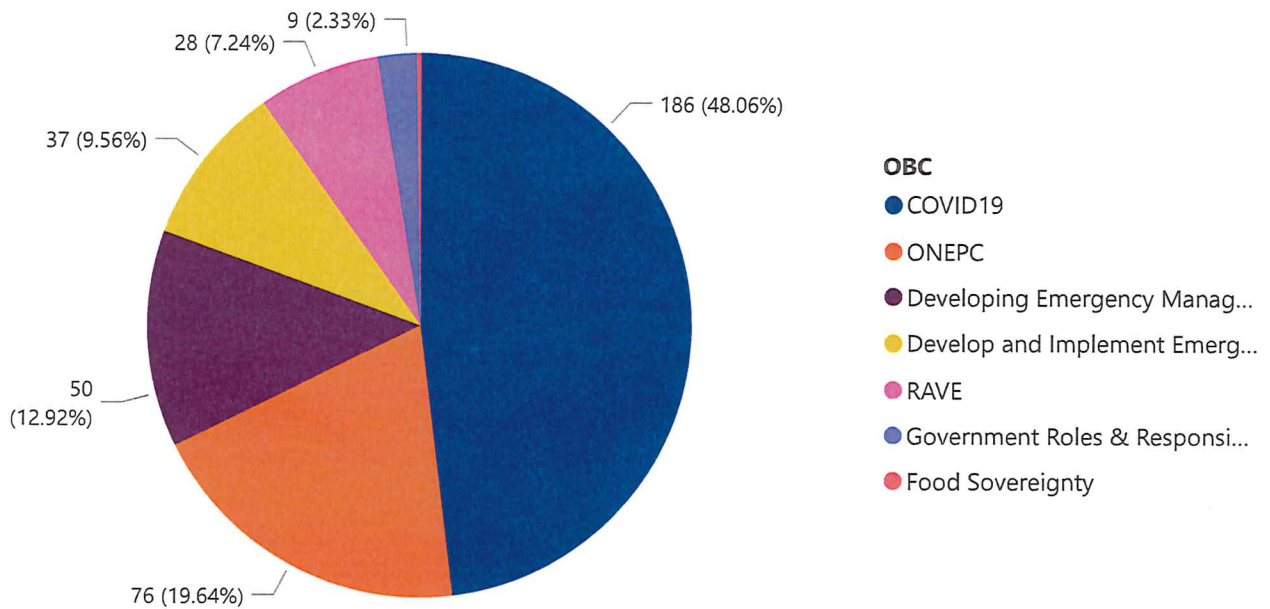
Project Name	Comments
Mental Health and Behavioral Health	Alternative Response User Group webinar
Alert Administrator training and Collaborate Group	Attend 2 training sessions and review designations of permission in RAVE
Outreach to Aging and Diasability	Coordinate with Kelly and Eli for training for Aging and disability services for development of test group
Follow up on RAVE renewal with KS	Emails and phone calls with Kelley and RAVE about Health Center renewal contract
RAVE Alert Administrator Training	RAVE tutorial and training
RAVE Alert Administrator Training	Training for Administrator roles within RAVE

# FY-2022 Quarterly Report (Jan - March 2022)

Kaylynn Gresham – Director Emergency Management Department

## Other Uncategorized Emergency Management Activities and External Collaborations

Other Uncategorized Emergency Management Activities



### Contributing Support

Employee	Department	Job Title	Reported Hours
Brittany Nicholas	EHSLA QUALITY	SANITARIAN	101.13
James Snitgen	EHSLA QUALITY	MGR-ENVIRONMENTAL QUALITY	1.00
Victoria Flowers	EHSLA QUALITY	COORD-ENVIRONMENTAL COMPLIANCE	2.00
Kaylynn Gresham	EMHS ADMIN	DIR-EMERGENCY MANAGEMENT	432.00
Richard Figueroa	EMHS ADMIN	ASST DIR-EMERGENCY MGMT	243.00
<b>Total</b>			<b>779.13</b>

Accept the Anna John Resident Centered Care Community Board FY-2022 2nd quarter report

## Business Committee Agenda Request

1. Meeting Date Requested: 05/11/22

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: Beverly Anderson, Vice-Chair/Anna John Resident  
Centered Care Community Board

Primary Requestor: Shannon Davis, Recording Clerk

Additional Requestor: *(Name, Title/Entity)*

Additional Requestor: *(Name, Title/Entity)*

Submitted By: SDAVIS



# 2022 report template

For Boards, Committees, and Commissions (BCCs)

Approved by official entity action on: April 13, 2022

Submitted by: Shannon Davis, Recording Clerk

OBC Liaison: Jennifer Webster

OBC Liaison: Marie Summers and Daniel Guzman-King

## ANNA JOHN RESIDENT CENTERED CARE COMMUNITY BOARD – FY22 Q2 REPORT

### Purpose:

The purpose of the Anna John Resident Centered Care Community (AJRCCC) Board is to serve in an advisory capacity ensuring operations of AJRCCC are within the guidelines and policies of the Oneida Nation and within all regulations, rules, policies governing the operation of a nursing home.

The Board ensures the AJRCCC maintains a safe and sanitary environment while providing quality care and services to residents of the facility and as ordered by each resident's attending physician.

### BCC Members

Kristin Jorgenson-Dann  
Chair  
07/31/2023

Jeanette Ninham  
Board Member  
07/31/2024

Beverly Anderson  
Vice-Chair  
07/31/2023

Vacant  
Enter Board Member Title, if any  
07/31/2022

Valeri Groleau  
Board Member  
07/31/2022

Vacant  
Enter Board Member Title, if any  
07/31/2025

Patricia Moore  
Board Member  
07/31/2024

**Substantiated Complaints (if applicable)**

Per § 105.12-4.(a) of the Boards, Committees and Commissions law, annual and semi-annual reports shall contain information on the number of substantiated complaints against all members of the entity.

Per § 105.3-1.(q) a “Substantiated complaint” means a complaint or allegation in a complaint that was found to be valid by clear and convincing evidence.

NUMBER OF SUBSTANTIATED COMPLAINTS: 0

**Meetings**

Held every 2<sup>nd</sup> Wednesday of the month at 5:00 p.m. via Microsoft Teams during the Public Health Emergency.

Emergency Meetings: Zero (0)

**Contact Info**

CONTACT: Kristin Jorgenson-Dann  
 TITLE: AJRCCC Board Chair  
 E-MAIL: [ajc-kjor@oneidanation.org](mailto:ajc-kjor@oneidanation.org)

**Status report of Three-Year Outcomes/Goals**


---

Outcome/Goal # 1

Community and organizational buy-in will be formed and economic sustainability will be promoted.

IS THIS A LONG-TERM OR QUARTERLY GOAL? Long-term

GOOD GOVERNANCE PRINCIPLE:

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

HOW OUTCOME/GOAL SUPPORTS THE GOOD GOVERNANCE PRINCIPLE:

The Board continues to meet monthly via Teams and attend the Resident Council meetings when able. By attending the latter, the Board can hear concerns directly from the residents and can attempt to solve issues or bring up concerns to other areas such as the OBC.

ACCOMPLISHMENTS REGARDING THE OUTCOME/GOAL:

The Board hears the concerns of the residents and then finds ways to address them. Also make sure that the residents are aware that the Board is there for them. For the second

quarter, cards and other items were sent to the residents on behalf of the board (Birthdays, Valentines).

EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL:

The Board would like to be able to meet in person, take a tour of the facility, and be more hands on with the residents. The ability to meet in person was lifted at the end of March and in-person meetings may resume in May. This would all be dependent on the status of the COVID pandemic.

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Outcome/Goal # 2

Continue and update the education of the AJRCCC Board members.

IS THIS A LONG-TERM OR QUARTERLY GOAL?      Long-term

GOOD GOVERNANCE PRINCIPLE:

Responsiveness - Availability to the public and timeous reaction to the needs and opinions of the public

HOW OUTCOME/GOAL SUPPORTS THE GOOD GOVERNANCE PRINCIPLE:

It is important for the Board members to be knowledgeable on the latest health topics, treatments, initiatives, facility procedures, etc. Attending trainings, requesting monthly updates from AJRCCC administration can assist with this education.

ACCOMPLISHMENTS REGARDING THE OUTCOME/GOAL:

Receive monthly updates from the administration about what is happening at the nursing home and frequently submit additional questions, suggestions, and request clarification of those reports.

EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL:

Dependent on the COVID pandemic, the board would like to continue attending trainings to receive the education, whether it be in person or virtual.

**Stipends**

*Per the Boards, Committees, and Commissions law, stipends are set via OBC resolution. BC resolution # 08-12-20-C sets the stipend amounts.*

**Budget Information**

FY-2022 BUDGET:

Line item in AJRCCC Budget

FY-2022 EXPENDITURES AS OF END OF REPORTING PERIOD:

\$600

Enter budget utilization information, if needed.

**Requests**

Enter request(s), if needed.

**Other**

Still looking to fill last two open positions for board.

Accept the Oneida Community Library Board FY-2022 2nd quarter report memorandum

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## Business Committee Agenda Request

**1. Meeting Date Requested:** 05/11/22

**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: Brooke Doxtator, BCC Supervisor

Primary Requestor: Shannon Davis, Recording Clerk

Additional Requestor: (Name, Title/Entity)

Additional Requestor: (Name, Title/Entity)

Submitted By: SDAVIS



## Memorandum

TO: Oneida Business Committee

FROM: Brooke Doxtator, Boards, Committees and Commissions Supervisor

DATE: April 28, 2022

RE: Oneida Community Library Board 2<sup>nd</sup> Quarter Report

---

The Oneida Community Library Board (OCLB) had been in temporary closure status since April 8, 2020, when the Oneida Business Committee adopted BC Resolution # 04-08-20-B Placing Listed Boards, Committees, and Commissions in Temporary Closure Status for the remainder of Fiscal Year 2020 and during any continuing resolution for Fiscal Year 2021. BC Resolution # 04-14-21-B Authorization of Boards, Committees, and Commissions to Meet and Superseding the Temporary Closure allowed the Board to start meeting effective June 14, 2021, however, OCLB has not met due to a lack of quorum.

### Membership:

Bridget John            04/01/20 to 03/31/23  
Michelle Sawyer        04/01/21 to 03/31/24

OCLB consists of five (5) members. In March 2022 a Library Board member was sworn into office. There are three (3) vacancies total; one (1) term that expires in 2024 and one (1) in 2025, and one (1) vacancy that hasn't been filled since their bylaws were adopted in 2019 which requires a School Administrator be part of the Board which expires in 2025.

### Background:

There have been no meetings for the Library Board as there has not been a quorum for the second quarter. The Recording Clerk for this board is working with the Law Office and the Board Attorney to figure out how to best address the situation.

Accept the Oneida Environmental Resources Board FY-2022 quarterly report memorandum

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## Business Committee Agenda Request

**1. Meeting Date Requested:** 05/11/22

**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: Brooke Doxtator, BCC Supervisor

Primary Requestor: Shannon Davis, Recording Clerk

Additional Requestor: (Name, Title/Entity)

Additional Requestor: (Name, Title/Entity)

Submitted By: SDAVIS





## Memorandum

TO: Oneida Business Committee

FROM: Brooke Doxtator, Boards, Committees and Commissions Supervisor

DATE: April 28, 2022

RE: Oneida Environmental Resources Board 2<sup>nd</sup> Quarter Report

---

The Government Administrative Office is asking the Oneida Business Committee to accept this memorandum in place of the Oneida Environmental Resource Board FY-2022 2nd Quarter Report.

### Membership:

ERB consists of nine (9) members. There are currently nine (9) vacancies with three (3) terms that expire in 2022, three (3) in 2023 and three (3) in 2024.

Weldon "Ted" Hawk	10/01/19 to 09/30/22
Angela Parks	10/01/19 to 09/30/22

### Background:

The Oneida Environmental Resources Board (ERB) was in temporary closure status since April 8, 2020, when the Oneida Business Committee adopted BC Resolution # 04-08-20-B Placing Listed Boards, Committees, and Commissions in Temporary Closure Status for the remainder of Fiscal Year 2020 and during any continuing resolution for Fiscal Year 2021. BC Resolution # 04-14-21-B Authorization of Boards, Committees, and Commissions to Meet and Superseding the Temporary Closure allowed the Board to start meeting effective June 14, 2021, however, ERB has not met due to a lack of quorum.

There have been no meetings for the Environmental Resources Board since resuming out of Temporary Closure Status. The BC Area Manager and the BCC Supervisor met with Nicole Rommel on March 30, 2022 about the possibility of transferring ERB's responsibilities to the EHSL&A Division. Nicole was going to assess the situation and get back to us when she has an update.

Accept the Oneida Nation Arts Board FY-2022 2nd quarter report

---

## Business Committee Agenda Request

**1. Meeting Date Requested:** 05/11/22

**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 checked="" 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 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: Kelli Strickland, Chair/Oneida Nation Arts Board

Primary Requestor: Shannon Davis, Recording Clerk

Additional Requestor: (Name, Title/Entity)

Additional Requestor: (Name, Title/Entity)

Submitted By: SDAVIS

# 2022 report template

For Boards, Committees, and Commissions (BCCs)

Approved by official entity action on: April 12, 2022

Submitted by: Shannon Davis, Recording Clerk

OBC Liaison: Kirby Metoxen

OBC Liaison: Jennifer Webster

## ONEIDA NATION ARTS BOARD - FY22 Q2

### Purpose:

The purpose of the Oneida Nation Arts Board is to provide guidance and support to the Oneida Nation Arts Program. The Oneida Nation Arts Board performs the responsibilities granted to the Board under the Dollars for Arts Program.

### BCC Members

Kelli Strickland	Vacant
Chair	Member
03/31/2023	03/31/2025
Kent Hutchison	Vacant
Vice-Chair	Member
03/31/2023	03/31/2025
Harmony Hill	Vacant
Member	Member
03/31/2024	03/31/2025
Cody Cottrell	
Member	
03/31/2024	

### Substantiated Complaints (if applicable)

Per § 105.12-4.(a) of the [Boards, Committees and Commissions law](#), annual and semi-annual reports shall contain information on the number of substantiated complaints against all members of the entity.

Per § 105.3-1.(q) a "Substantiated complaint" means a complaint or allegation in a complaint that was found to be valid by clear and convincing evidence.

NUMBER OF SUBSTANTIATED COMPLAINTS: Zero (0)

**Meetings**

2<sup>nd</sup> Tues of each month at 5:30 PM via Microsoft Teams until further notice

Emergency Meetings: Zero (0)

**Contact Info**

CONTACT: Sherrole Benton

TITLE: Arts Program Supervisor

PHONE NUMBER: 920-490-3832

E-MAIL: Sbenton@oneidanation.org

MAIN WEBSITE: <https://oneida-nsn.gov/resources/arts-program/>

**Status report of Three-Year Outcomes/Goals**


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Outcome/Goal # 1

Successful management of the Wisconsin Regranting program, that involves Dollars for Arts (DAP) and Planting Seeds of Knowledge (SEEDS) grants.

IS THIS A LONG-TERM OR QUARTERLY GOAL? Long-term

GOOD GOVERNANCE PRINCIPLE:

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

HOW OUTCOME/GOAL SUPPORTS THE GOOD GOVERNANCE PRINCIPLE:

The Oneida Nation Arts Board (ONAB) was established to provide advisory guidance and support to the Oneida Nation Arts Program (ONAP), and to oversee the WI Regranting Program funds and the Dollars for Arts Project ("DAP") in accordance with the DAP Law: "Title 1. Government and Finances – Chapter 128." The Board was further established to assist in the promotion of a community that embraces art as a pathway to sovereignty, where traditional and contemporary arts are woven into the fabric of everyday life and embolden a sense of belonging, according to ONAB By-laws.

ACCOMPLISHMENTS REGARDING THE OUTCOME/GOAL:

*Due to the Covid Pandemic we were not able to conduct the regranting program for Fiscal Year FY21, we skipped a year of grant funding from Wisconsin Arts for FY22. We are on time to meet the upcoming Final Grant report & Application for the FY21*

*Regranting Program, and ONAP will be applying for funds to continue our regranting programs DAP & Planting Seeds of Knowledge (SEEDS) grants for FY23. A total of 8 DAP Grant awards were provided = 6 artists and 2 non-profit community organizations were awarded DAP funds. Six local schools were awarded funds for SEEDS programming for presenting Native American SEEDS Artists. There were 31 days of residencies scheduled for this school year. SEEDS grant awards of \$11,400 funds went directly to Native American SEEDS Artists in our local community.*

EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL:

Moving forward the Arts Board wants to look at finding new ways to do fund raising and finding ways to expand grant matching.

---

Outcome/Goal # 2

Develop, adopt, review, and amend applicable standard operating procedures (SOPs) and our By-Laws.

IS THIS A LONG-TERM OR QUARTERLY GOAL?          Long-term.

GOOD GOVERNANCE PRINCIPLE:

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

HOW OUTCOME/GOAL SUPPORTS THE GOOD GOVERNANCE PRINCIPLE:

In quarter one (1) the board reviewed and updated their By-Laws; throughout the fiscal year the board will be looking at and determining if there are any other Standard Operating Policies that need to be updated and/or developed.

ACCOMPLISHMENTS REGARDING THE OUTCOME/GOAL:

Upon completing of the review, the Oneida Nations Art Board By-Laws were submitted to begin the final review and approval process through the Legislative Operating Committee and the Oneida Business Committee, anticipating completion in quarter two (2).

EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL:

A continuation of reviewing their By-Laws and SOPs to ensure the boards alignment with all policies, laws and governing documents of Boards, Committees and Commissions. The Board is also going to research and find ways to promote vacant positions, assist with fundraising for ONAP, and develop artists-in-residency (AIR) and mentorship programs.

**Stipends**

*Per the Boards, Committees, and Commissions law, stipends are set via OBC resolution. BC resolution # 08-12-20-C sets the stipend amounts.*

**Budget Information**

FY-2022 BUDGET: \$0

FY-2022 EXPENDITURES AS OF END OF REPORTING PERIOD: \$0

No budget information for Q1

**Requests**

None for Q2

**Other**

None for Q2

Accept the Oneida Nation Veteran Affairs Committee FY-2022 2nd quarter report

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## Business Committee Agenda Request

**1. Meeting Date Requested:** 05/11/22

**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 checked="" 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 type="checkbox"/> Other: <i>Describe</i> |                                                  |                                                 |

**4. Budget Information:**

- Budgeted  Budgeted – Grant Funded  Unbudgeted  
 Not Applicable  Other: *Describe*

**5. Submission:**

Authorized Sponsor: Gerald Cornelius, Chair/Oneida Nation Veteran Affairs Committee

Primary Requestor: Bonnie Pigman, Recording Clerk

Additional Requestor: (Name, Title/Entity)

Additional Requestor: (Name, Title/Entity)

Submitted By: BPIGMAN



## ONEIDA NATION VETERANS ADVISORY COMMITTEE 2022 Mid-Year/Second Quarter Report

Approved by official entity action on: Tuesday, April 12, 2022

Submitted by: John L. Breuninger, Secretary, ONVAC

OBC Liaison: Jennifer Webster, OBC Primary

OBC Liaison: Cristina Danforth, OBC Alternate

OBC Liaison: Ethel Marie Summers, OBC Alternate

### **Purpose:**

The purpose of the ONVAC is to serve as an advisory body to the Oneida Veterans Service Office in all matters related to the Oneida Nation's Veteran's rights, benefits, veterans affairs issues, and to protect the honor and integrity of the Oneida Nation and all veterans who have served honorably in the United States Uniformed Services. It shall be the purpose of the ONVAC to provide advice and constructive input to the Veterans Service Office Director on all veterans' affairs and/or issues in order that the office can formulate veteran's services and programs for Oneida Veterans. ONVAC coordinates veteran events with the assistance of the Veterans Service Office, and other organized groups that are representatives of Oneida Veterans and the Oneida Nation.

### **BCC Members**

Gerald Cornelius Chair 12-31-2025	Kenneth G House Member 12-31-2022
Floyd J Hill Vice-Chair 12-31-2022	Benjamin J Skenandore Member 12-31-2023
John Breuninger Secretary 12-31-2025	Dale A Webster Member 12-31-2025
Arthur W Cornelius Member 12-31-2023	

### **Substantiated Complaints (if applicable)**

Per § 105.12-4.(a) of the Boards, Committees and Commissions law, annual and semi-annual reports shall contain information on the number of substantiated complaints against all members of the entity.

Per § 105.3-1.(q) a "Substantiated complaint" means a complaint or allegation in a complaint that was found to be valid by clear and convincing evidence.

NUMBER OF SUBSTANTIATED COMPLAINTS: Zero (0)

### Meetings

Held every 2<sup>nd</sup> Tuesday every month via Microsoft Teams

5:00 P.M.

Emergency Meetings: Zero (0)

### Contact Info

CONTACT: Gerald Cornelius or John L. Breuninger

TITLE: ONVAC Chair / ONVAC Secretary

PHONE NUMBER: (920) 615-6521 / (920) 562-7536

E-MAIL: [onv-gcor@oneidanation.org](mailto:onv-gcor@oneidanation.org) / [onv-jbre@oneidanation.org](mailto:onv-jbre@oneidanation.org)

MAIN WEBSITE: <https://oneida-nsn.gov/government/boards-committees-and-commissions/appointed/#Oneida-Nation-Veterans-Affairs-Committee>

### Status report of Three-Year Outcomes/Goals

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#### Outcome/Goal # 1

#### **Engage community with services provided and develop a positive relationship with the Oneida Community.**

IS THIS A LONG-TERM OR QUARTERLY GOAL? Long-term

#### GOOD GOVERNANCE PRINCIPLE:

Responsiveness - Availability to the public and timeous reaction to the needs and opinions of the public

#### HOW OUTCOME/GOAL SUPPORTS THE GOOD GOVERNANCE PRINCIPLE:

Our Oneida Veterans are respected within our community because of our commitment and service to the Oneida Nation and the United States. It is through our service back to our Community which solidifies this respect. Our individual and organizational involvement within our Community both shows our honor and pleasure to be a part of the Oneida Community. Our efforts to respect ourselves and our Community encourages our veterans to want to be a part and also sharing their participation for the benefit of the whole. Furthermore, we, as Veterans are an integral part of the Oneida Community within which we live and serve.

ACCOMPLISHMENTS REGARDING THE OUTCOME/GOAL:

ONVAC remains engaged in extracurricular activities within our Oneida Community and continuously assists the Veterans Service Officer with Veteran meetings, celebrations, funerals, meals, community events (Christmas Tree lighting), color guard responsibilities at Tribal Meetings (GTC), organizational events as well as "other" requests for color guard participation.

EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL:

The ONVAC's commitment to our Tribal Nation, it's organization and overall community, and to our Oneida Veterans have and will continue to be our primary purpose, "If we are needed, we will respond!" Furthermore, our commitment and participation within our community will not change in efforts and production as long as our Committee is operational.

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Outcome/Goal # 2

**Continuously developing and maintaining positive relationships with our Oneida Veteran population, their families and our community as well as with the Oneida Nation's departments, programs and services, external entities and our surrounding governments, veteran's organizations, schools and communities.**

IS THIS A LONG-TERM OR QUARTERLY GOAL?                      Long-term

GOOD GOVERNANCE PRINCIPLE:

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

HOW OUTCOME/GOAL SUPPORTS THE GOOD GOVERNANCE PRINCIPLE:

Out of RESPECT, our Veterans, their families and our community continue to expect our participation in all veteran associated and community activities, programs and services. Our participation throughout the Covid-19 Pandemic in honoring and respecting our ceremonies, burials and overall support to our community have been well accepted by our People and Community. We have continuously respected and honored the requests of our Oneida and "other" families in the performance of our responsibilities.

ACCOMPLISHMENTS REGARDING THE OUTCOME/GOAL:

VISIBILITY and PARTICIPATION: Although the ONVAC, as other BCCs have been inoperative during the Covid-19 Pandemic, we have continued to be involved in "safely" providing our support services to our Veterans, their families and our Community. We are a "service" organization which continuously serves our People and Community. Just recently, we have supported the Nation's Tribal Action Plan (TAP) staff with community involvement and support; furthermore, we continuously work to improve our Nation's Veterans Memorial Site

with the addition of the Wisconsin State Purple Heart Monument, the planting of a "tree" within the memorial site, which was dedicated to the Oneida Nation from the Daughters of the American Revolution; and finally, supporting a Ceremony within which, the Sons of the American Revolution presented a DISTINGUISHED PATRIOTIC LEADERSHIP AWARD and an ONEIDA WARRIOR PLAQUE to the Oneida Nation.

EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL:

It is the intent of the ONVAC to continue to serve our People and Community. We accept our responsibilities and will continue to perform at our best in their interest.

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Outcome/Goal # 3

**The development and implementation of additional enhancements to the Veterans Memorial Wall and Site. The ONVAC has and will continue to work with the Tourism and the Department of Public Works in completing projects within the site.**

IS THIS A LONG-TERM OR QUARTERLY GOAL?          Long-term

GOOD GOVERNANCE PRINCIPLE:

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 mann

HOW OUTCOME/GOAL SUPPORTS THE GOOD GOVERNANCE PRINCIPLE:

Public participation in the planning, development and implementation of the enhancements will be made available to the People and Community by providing continuous updates regarding the enhancements to be made within the Veterans Memorial Site. Veterans organizations and their membership as well as the public will be included in site plan reviews periodically.

ACCOMPLISHMENTS REGARDING THE OUTCOME/GOAL:

Prior to the Covid-19 Pandemic "closure" of the ONVAC, a DRAFT Site Plan was completed by the Oneida Planning Department. This Plan will continue to be the basic footprint to all of the enhancements to be made within the site. Currently, the enhancements will include positioning of two additional memorials, one to Dr. Josiah Powless and the second to the Oneida Code Talkers. An Eagle will be placed at the eastern end of the existing wall and upgrades will also be made to the wall. In addition, sidewalks, lighting and re-painting of the individual "bricks" located on the north side of the wall will be accomplished. The inclusion of picnic tables, seating around the monuments and perhaps a veranda or gazebo in the open space.

EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL:

It is the intent of ONVAC to continuously work to improve the Memorial Site, including the honoring and recognition of our Oneida Warriors past, present and future. We are also very PROUD to have the Wisconsin State Military Order of the Purple Heart Monument within our Memorial Site, with special thanks to the unconditional commitment by our former ONVAC Member and Commander of the Wisconsin Military Order of the Purple Heart, our comrade and colleague, Mr. George Greendeer.

**Stipends**

*Per the Boards, Committees, and Commissions law, stipends are set via OBC resolution. BC resolution # 08-12-20-C sets the stipend amounts.*

**Budget Information**

FY-2022 BUDGET: \$51,524.00

FY-2022 EXPENDITURES AS OF END OF REPORTING  
PERIOD: 3/31/2022 \$1,350.00

It is the intent of the ONVAC to participate in the November 2022 Dedication Ceremony of the National Native American Veterans Monument in Washington, D.C. Although the event will actually be held in FY 2023, we will have to do our planning and scheduling for our participation in FY 2022. This can be accomplished within our FY 2022 Budget. The ONVAC will also be sponsoring the 2022 Code Talkers Day Golf Outing on our Nation's Code Talkers Holiday, Friday, May 27, 2022. This can be accomplished by utilizing our "events" line-item within our current FY 2022 Budget.

**Requests**

The ONVAC will prepare the estimates and properly request the OBC's approval/disapproval to attend the aforementioned Dedication Ceremony in Washington, D.C. in November 2022.

**Other**

Although the ONVAC has unofficially continued to represent our Oneida Veterans, their families and our Community throughout the Covid-19 Pandemic, we have respectfully provided our services within the parameters as allowed during this period. It is truly our honor to be reinstated and we THANK the OBC and the Oneida Health Department for keeping our Nation safe and our on-going services will continue to be provided within these preventative parameters.

## ONVAC ACTIVITIES (JANUARY – MARCH 2022)

- ONVAC held our monthly meetings virtually
- February- Three (3) appointed members of ONVAC were sworn in by the OBC

- February- Three (3) ONVAC Members and the Veterans Service Officer met with the Regional Military Order of the Purple Heart, discussing potential actions by the State Legislature regarding signage, etc.
- February- Two (2) ONVAC Members represented the Oneida Nation in carrying the Eagle Staff and Oneida Nation Flag at the State of the Tribal Nations presentation to the Wisconsin State Legislature
- February- Two (2) ONVAC Members participated in the presentation of an Eagle Feather to USAF Airman Elyza Jordan
- March- ONVAC Members assisted with a "carry-out" booyah and slider lunch at the Veterans Service Office in celebration of Viet Nam Veterans Day
- March- Five (5) ONVAC Members orchestrated an Awards Ceremony presented by the Sons of the American Revolution to the Oneida Nation



Eagle Feather presentation  
to Elyza Jordan, USAF



Awards Ceremony March 2022

Accept the Oneida Personnel Commission FY-2022 2nd quarter report memorandum

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## Business Committee Agenda Request

**1. Meeting Date Requested:** 05/11/22

**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: Twylite Moore, Chair/Oneida Personnel Commission

Primary Requestor: Bonnie Pigman, Recording Clerk

Additional Requestor: (Name, Title/Entity)

Additional Requestor: (Name, Title/Entity)

Submitted By: BPIGMAN





## Memorandum

TO: Oneida Business Committee

FROM: Oneida Personnel Commission

DATE: May 3, 2022

RE: Oneida Personnel Commission 2022 2<sup>nd</sup> Quarter Report

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The Oneida Personnel Commission is asking the Oneida Business Committee to accept this memorandum in place of the Oneida Personnel Commission 2022 2nd Quarter Report.

Current Oneida Personnel Commissioner's include:

- Chair: Vacant
- Vice-Chair: Twylite Moore
- Secretary: Vacant
- Member: Vacant
- Member: Vacant
- Pro-Tem Members: Five (5) Vacancies

Background:

- On January 18, 2022 the Oneida Personnel Commission held their first official meeting.
- On February 9, 2022 the Oneida Business Committee approved a Motion to terminate the appointment of Carol Smith to the Oneida Personnel Commission.
- Due to no quorum, the February 15, 2022 Oneida Personnel Commission Regular meeting was cancelled and rescheduled to February 17, 2022.
- Due to no quorum, the Rescheduled February 17, 2022 Oneida Personnel Commission Regular meeting was cancelled.
- Due to no quorum, the March 17, 2022 Oneida Personnel Commission Regular meeting was cancelled.
- On March 17, 2022, Chairperson Carole Liggins submitted her resignation from the Oneida Personnel Commission.
- Effective March 31, 2022 the Oneida Personnel Commission Secretary, Renee Zakhar's appointment term expired.
- On April 22, 2022, Renee Zakhar left a voice message she would not be re-applying for a position on the Oneida Personnel Commission.
- As of March 31, 2022 the total expenditures from the Oneida Personnel Commission's budget are:
  - Regular Meeting Stipends \$225.00
  - Training Stipends \$150.00

Accept the Oneida Police Commission FY-2022 2nd quarter report

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## Business Committee Agenda Request

**1. Meeting Date Requested:** 05/11/22

**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 checked="" 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 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: Richard Van Boxtel, Chair/Oneida Police Commission

Primary Requestor: Brooke Doxtator, BCC Supervisor

Additional Requestor: (Name, Title/Entity)

Additional Requestor: (Name, Title/Entity)

Submitted By: BDOXTAT1

# 2022 2<sup>nd</sup> Quarter Report

For Boards, Committees, and Commissions (BCCs)

Approved by official entity action on: 04/27/22

Submitted by: Richard Van Boxtel, Chair

OBC Liaison: Brandon Stevens

OBC Liaison Alternates: Tehassi Hill & Daniel Guzman

## ONEIDA POLICE COMMISSION

### Purpose:

The purpose of the Oneida Police Commission is to regulate the conduct of the Oneida Nation Law Enforcement personnel according to the highest professional standards, to provide oversight regarding the activities and actions of the law enforcement operations, to provide the greatest possible professional services to the Oneida Community, and to allow the community input regarding those law enforcement services through its representatives on the Police Commission. This entity is created as an oversight body of the Oneida Police Department. The Chief of Police is responsible for the day to day activities of the law enforcement services provided to our community.

### BCC Members

Richard Van Boxtel  
Chair  
7-31-2023

Kory Wesaw  
Member  
10-31-2022

Beverly Anderson  
Secretary  
7-31-2026

Kim Nishimoto  
Vice-Chair  
7-31-2024

Jeannette Ninham  
Member  
7-31-2022

### Substantiated Complaints (if applicable)

Per § 105.12-4.(a) of the [Boards, Committees and Commissions law](#), annual and semi-annual reports shall contain information on the number of substantiated complaints against all members of the entity.

Per § 105.3-1.(q) a "Substantiated complaint" means a complaint or allegation in a complaint that was found to be valid by clear and convincing evidence.

NUMBER OF SUBSTANTIATED COMPLAINTS 0

### Meetings

Held every 4<sup>th</sup> Wednesday of the month.

Emergency Meetings: 0

### Contact Info

CONTACT: Brooke Doxtator  
 TITLE: Boards, Committees, and Commissions Supervisor  
 PHONE NUMBER: 920-869-4452  
 E-MAIL: [police\\_commission@oneidanation.org](mailto:police_commission@oneidanation.org)  
 MAIN WEBSITE: <https://oneida-nsn.gov/government/boards-committees-and-commissions/appointed/#Oneida-Police-Commission>

### Status report of Three-Year Outcomes/Goals

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#### Outcome/Goal # 1

One of the Commissions goals is to develop positive relationships with the Oneida Community

IS THIS A LONG-TERM OR QUARTERLY GOAL? Long-term

#### GOOD GOVERNANCE PRINCIPLE:

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

#### HOW OUTCOME/GOAL SUPPORTS THE GOOD GOVERNANCE PRINCIPLE:

The Oneida Police Commission is appointed by the Oneida Business Committee and entrusted with oversight of the Oneida Police Department. Duties include evaluating appointments and promotions, standard operating procedures and work standards (SOP/WS), Memorandum of Agreements (MOA), expenditures and grant opportunities. The Commission is a "checks and balances" of the Police Department because it is composed of Tribal members who are vested in the Oneida Community, which in turn encourages citizen input. The Oneida Police Department had several unfilled police officer positions. To address the vacant positions, the Commission has given approval to hire non-tribal members at entry level positions.

ACCOMPLISHMENTS REGARDING THE OUTCOME/GOAL:

The Police Commission has open mandatory monthly meeting with the Police Chief and/or Assistant Police Chief to review and approve the Oneida Police Departments monthly report and to keep the Police Commission informed of all the duties and responsibilities of the department and provide guidance. In accordance with the Law Enforcement Ordinance, the Commission worked with the Police Department to approve and fill vacant positions and approve standard operating procedures and work standards (SOP/WS).

EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL:

In the future, the Police commission will continue to develop a positive relationship with the community and the Police Department. The Police Commission can plan and attend events together showing support.

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## Outcome/Goal # 2

Develop three community events to promote good relations between the community, Police Commission and Police Department while measuring attendance at events.

IS THIS A LONG-TERM OR QUARTERLY GOAL?      Long-term

GOOD GOVERNANCE PRINCIPLE:

Responsiveness - Availability to the public and timeous reaction to the needs and opinions of the public

HOW OUTCOME/GOAL SUPPORTS THE GOOD GOVERNANCE PRINCIPLE:

The Oneida Police Commissioners are dedicated to building a strong community built on Tsi? Niyukwaliho'\*ta by participating in community events and sharing our knowledge and experience. The Oneida Police Commission and Oneida Police Department collaborates with other tribal entities and other municipalities to strengthen our community.

ACCOMPLISHMENTS REGARDING THE OUTCOME/GOAL:

The community event aspect of this goal has been placed on hold due to the COVID-19 pandemic, however, it remains a priority for the Commission and we hope to resume these activities as soon as it safe to do so.

EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL:

The Oneida Police Commission will continue to collaborate with other tribal entities and municipalities. We can also investigate alternative methods to reach out to community in a safe manner during the pandemic.

**Stipends**

*Per the Boards, Committees, and Commissions law, stipends are set via OBC resolution. BC resolution # 08-12-20-C sets the stipend amounts.*

**Budget Information**

<u>FY-2022 BUDGET:</u>	\$15,800
<u>FY-2022 EXPENDITURES AS OF END OF REPORTING PERIOD:</u>	\$1,685.00

**Requests**

No requests.

**Other**

- OPD Organization Chart is attached.

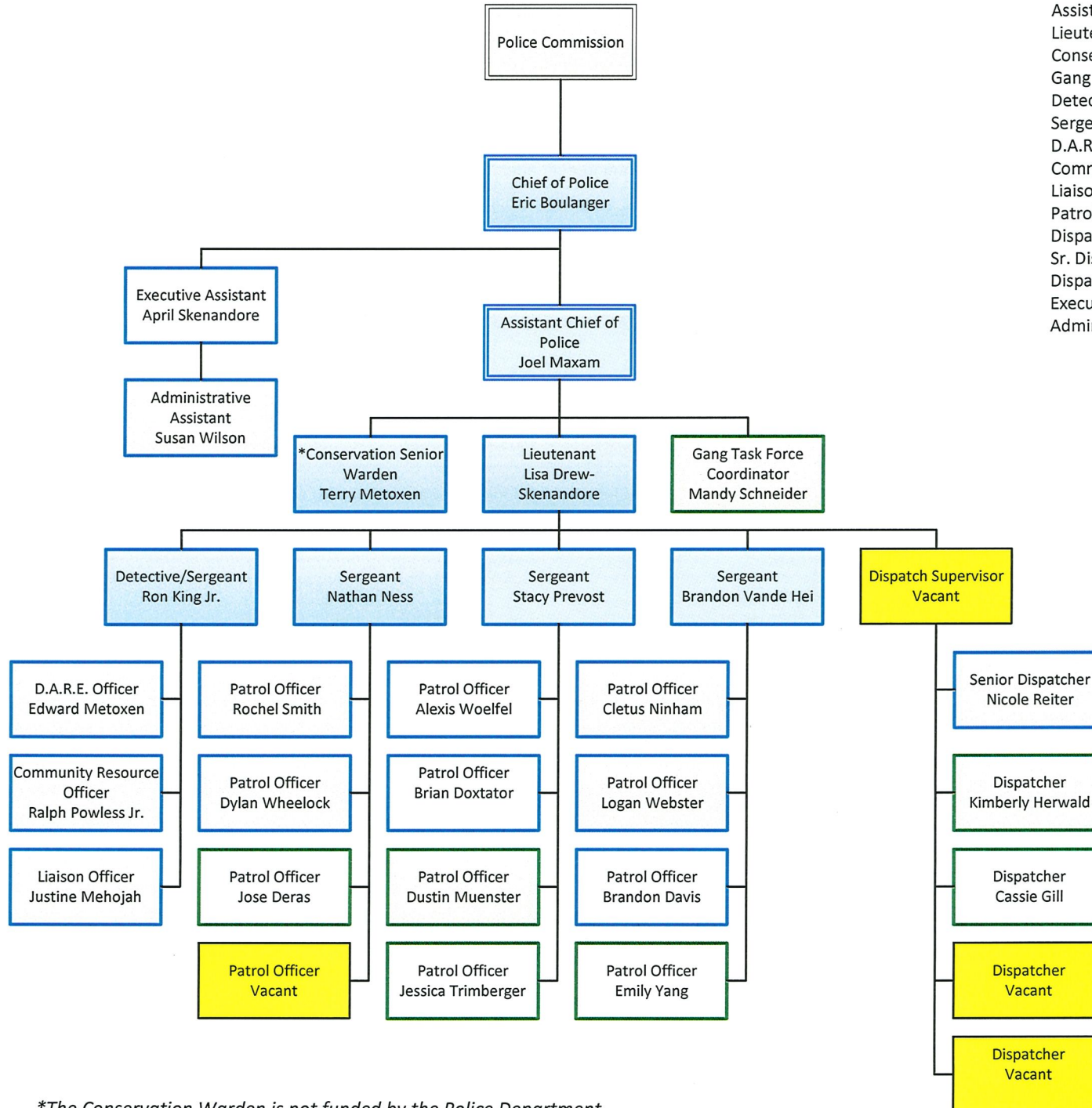
Oneida Enrolled  
Required  
8

Oneida Enrolled  
21

Other  
7

# Oneida Police Department Organizational Chart

POSITION	NO.
Chief of Police	1
Assistant Chief	1
Lieutenant	1
Conservation Warden	1
Gang Task Force	1
Detective Sergeant	1
Sergeant	3
D.A.R.E. Officer	1
Community Resource Officer	1
Liaison Officer	1
Patrol Officer	12
Dispatch Supervisor	1
Sr. Dispatch	1
Dispatcher	4
Executive Assistant	1
Admin Asst	1



\*The Conservation Warden is not funded by the Police Department.



Accept the Pardon and Forgiveness Screening Committee FY-2022 2nd quarter report

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## Business Committee Agenda Request

**1. Meeting Date Requested:** 05/11/22

**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 checked="" 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 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: Eric Boulanger, Chair/Pardon and Forgiveness  
Screening Committee

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Primary Requestor: Brooke Doxtator, BCC Supervisor

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Additional Requestor: *(Name, Title/Entity)*

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Additional Requestor: *(Name, Title/Entity)*

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Submitted By: BDOXTAT1

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## 2022 2<sup>nd</sup> Quarter Report

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### For Boards, Committees, and Commissions (BCCs)

Approved by official entity action on: 4/29/2022

Submitted by: Eric Boulanger, Chair

OBC Liaison: Brandon Stevens

OBC Liaison: Jennifer Webster

## PARDON AND FORGIVENESS SCREENING COMMITTEE

### Purpose:

The purpose of the PFSC is to provide a fair, efficient and formal process for considering pardons and forgiveness.

### BCC Members

Eric Boulanger  
Chair  
August 31, 2023

Sandra Skenadore  
Member  
August 31, 2023

Ronald King Jr.  
Alternate  
August 31, 2023

Vacant  
Alternate  
August 31, 2023

Elijah Metoxen  
Member  
August 31, 2023

Rosa Laster  
Member  
August 31, 2023

Julie King  
Alternate  
August 31, 2023

Vacant  
Alternate  
August 31, 2023

**Substantiated Complaints (if applicable)**

Per § 105.12-4.(a) of the Boards, Committees and Commissions law, annual and semi-annual reports shall contain information on the number of substantiated complaints against all members of the entity.

Per § 105.3-1.(q) a "Substantiated complaint" means a complaint or allegation in a complaint that was found to be valid by clear and convincing evidence.

NUMBER OF SUBSTANTIATED COMPLAINTS: Zero (0)

**Meetings**

Held every 3<sup>rd</sup> Monday of February, May, August, and November at 10:00 AM.

Emergency Meetings: Zero (0) emergency meetings were held

**Contact Info**

CONTACT: Brooke Doxtator

TITLE: Boards, Committees, and Commissions Supervisor

PHONE NUMBER: (920) 869-4452

E-MAIL: Boards@oneidanation.org

MAIN WEBSITE: <https://oneida-nsn.gov/government/boards-committees-and-commissions/appointed/#Pardon-and-Forgiveness-Screening-Committee>

**Status report of Three-Year Outcomes/Goals**


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Outcome/Goal # 1

Create and update standard operating procedures.

IS THIS A LONG-TERM OR QUARTERLY GOAL? Long-term

GOOD GOVERNANCE PRINCIPLE:

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

HOW OUTCOME/GOAL SUPPORTS THE GOOD GOVERNANCE PRINCIPLE:

Ensure we have the best tools and resources in place to effectively carry out our duties and responsibilities as provided in the Pardon and Forgiveness law.

ACCOMPLISHMENTS REGARDING THE OUTCOME/GOAL:

We've begun the process of identifying and creating SOPS.

EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL:

Our goal is to identify and/or create additional standard operating procedures by August 2022. We are scheduling monthly work meetings to identify and create additional standard operating procedures. We will implement an annual review process for the standard operating procedures moving forward.

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Outcome/Goal # 2

Create transition plan for newly appointed Pardon and Forgiveness Screening Committee members

IS THIS A LONG-TERM OR QUARTERLY GOAL?      Long-term

GOOD GOVERNANCE PRINCIPLE:

Accountability - The acknowledgement and assumption of responsibility for decisions and actions as well as the applicable rules of law

HOW OUTCOME/GOAL SUPPORTS THE GOOD GOVERNANCE PRINCIPLE:

Creating a transition plan will ensure the Committee will move forward without interruption even in the event that all new members are appointed to the Committee.

ACCOMPLISHMENTS REGARDING THE OUTCOME/GOAL:

Our bylaws were successfully amended on October 9, 2019. The amended bylaws streamlined our membership and added minimum age and background check qualifications for the community-at-large positions.

EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL:

When our terms expire in August 2023, we are hoping for a smooth transition from the current Committee members to the newly appointed members, so pardon and forgiveness applicants don't have any interruptions in the pardon and forgiveness process.

**Stipends**

*Per the Boards, Committees, and Commissions law, stipends are set via OBC resolution. BC resolution # 05-08-19-B sets the stipend amounts.*

**Budget Information**

FY-2022 BUDGET:

No Budget, stipends are paid from BC Special Projects

FY-2022 EXPENDITURES AS OF END OF REPORTING PERIOD:

\$0

**Requests**

No Requests at this time.

**Other**

Accept the Southeastern Wisconsin Oneida Tribal Services Advisory Board FY-2022 2nd quarter report

## Business Committee Agenda Request

1. Meeting Date Requested: 05/11/22

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 checked="" 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 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: Diane Hill, Chair/Southeastern Wisconsin Oneida Tribal Services Advisory Board

Primary Requestor: Bonnie Pigman, Recording Clerk

Additional Requestor: *(Name, Title/Entity)*

Additional Requestor: *(Name, Title/Entity)*

Submitted By: BPIGMAN

# 2022 report template

For Boards, Committees, and Commissions (BCCs)

Approved by official entity action on: May 2, 2022

Submitted by: Diane Hill

OBC Liaison: Cristina Danforth, OBC Primary

OBC Liaison: Jennifer Webster, OBC Alternate

OBC Liaison: Daniel Guzman, OBC Alternate

## SOUTHEASTERN WISCONSIN ONEIDA TRIBAL SERVICES ADVISORY BOARD

### **Purpose:**

The Board was established for purposes of providing advice and constructive input to the Southeastern Wisconsin Oneida Tribal Services (SEOTS) Director working in partnership to formulate social services programs for the Oneida people residing in Southeastern Wisconsin by, including, but not limited to:

1. Acting as an ambassador for the SEOTS program by promoting its mission whenever possible;
2. Reviewing the SEOTS program's budget;
3. Guiding and advising the SEOTS administration;
4. Adhering to the appropriate chain of command in any and all relative communications with the Oneida Business Committee; and
5. Carrying out all other powers and/or duties delegated to SEOTS by the laws and/or policies of the Nation.

### **BCC Members**

Diane S Hill

Chair

03-31-2024

Michael A Coleman

Vice-Chair

02-28-2022

Lloyd D Ninham

Secretary

02-28-2021

Kathleen M Hill

Member

03-31-2024



**Substantiated Complaints (if applicable)**

Per § 105.12-4.(a) of the Boards, Committees and Commissions law, annual and semi-annual reports shall contain information on the number of substantiated complaints against all members of the entity.

Per § 105.3-1.(q) a "Substantiated complaint" means a complaint or allegation in a complaint that was found to be valid by clear and convincing evidence.

NUMBER OF SUBSTANTIATED COMPLAINTS: none

**Meetings**

Held every 2<sup>nd</sup> Monday of each month, via Microsoft Teams.

6:00 pm

Emergency Meetings: None

**Contact Info**

**CONTACT:** Southeastern Wisconsin Oneida Tribal Services Advisory Board Members

**TITLE:** Southeastern Wisconsin Oneida Tribal Services Advisory Board

**PHONE NUMBER:** (414) 329-4101

**E-MAIL:** SEOTS@oneidanation.org

**MAIN WEBSITE:** <https://oneida-nsn.gov/government/boards-committees-and-commissions/appointed/#Southeastern-Wisconsin-Oneida-Tribal-Services-Advisory-Board>

**Status report of Three-Year Outcomes/Goals**


---

Outcome/Goal # 1

Support the community by communicating about the resources via social media, word of mouth, and mailers.

IS THIS A LONG-TERM OR QUARTERLY GOAL? Long-term

GOOD GOVERNANCE PRINCIPLE:

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

HOW OUTCOME/GOAL SUPPORTS THE GOOD GOVERNANCE PRINCIPLE:

Being able to communicate with the community openly with multiple options of relaying information will pave the way for being able to lay the way for all three (3) Good Governance Principles to all tribal members that live outside of the reservation.

ACCOMPLISHMENTS REGARDING THE OUTCOME/GOAL:

We as a board started meeting monthly in January 2022 after a long absence due to the temporary closure of non-essential BCC's.

EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL:

A Facebook Page has been created for the SEOTS Advisory Board to aide in communicating with the community far and wide. Over the next months as things change in the Nation messages and updates for those on social media platforms can access shared information sooner than a mailer. For those not on social media platforms emails and mailers will continue being sent to those that opt in. Two (2) board members are currently providing administrative support for the SEOTS Facebook page and we encourage the membership to visit it often to keep up-to-date on current events.

---

## Outcome/Goal # 2

Engage with the community for services available: food, health, clothing, etc.

IS THIS A LONG-TERM OR QUARTERLY GOAL?      Long-term

GOOD GOVERNANCE PRINCIPLE:

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

HOW OUTCOME/GOAL SUPPORTS THE GOOD GOVERNANCE PRINCIPLE:

Being able to engage with the community and encouraging them on how to better care for themselves and the welfare of their descendants.

ACCOMPLISHMENTS REGARDING THE OUTCOME/GOAL:

Much like the first long-term goal steps have been taken to add to the ease of communication through the Facebook page posts as well as the ability to receive and respond to private messages from the community directly to the SEOTS Advisory Board.

EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL:

Having regular communication with the southeastern Oneida community. This way over the next three (3) months and beyond the community will be more confident in the Nation's support of those not living directly on or in close proximity to the reservation as not all benefits are available to non-reservation members.

---

### Outcome/Goal # 3

Provide community engagement events such as a community picnic and a Halloween party

IS THIS A LONG-TERM OR QUARTERLY GOAL?          Long-term

GOOD GOVERNANCE PRINCIPLE:

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

HOW OUTCOME/GOAL SUPPORTS THE GOOD GOVERNANCE PRINCIPLE:

A warm environment establishes trust and reignites unity. So, if there are things that need to be done, which requires a specific approval, a representative or two (2) would be able to attend the event. Doing so would clear the path to allow the development of the most precious resource, our people. Such events would bolster the spirits of those who would attend, from our elders, to the infants and everyone in-between.

ACCOMPLISHMENTS REGARDING THE OUTCOME/GOAL:

Prior to shutdown of most BCC's such events were being planned for. Now that we're able to meet again those event plans, within guidelines, have been revisited.

EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL:

Over the course of the remainder of this current fiscal year, guidelines permitting, at least one event will be planned and booked.

### **Stipends\$900.00**

*Per the Boards, Committees, and Commissions law, stipends are set via OBC resolution. BC resolution # 08-12-20-C sets the stipend amounts.*

### **Budget Information**

<u>FY-2022 BUDGET:</u>	\$9,800.00
------------------------	------------

<u>FY-2022 EXPENDITURES AS OF END OF REPORTING PERIOD: 3/31/2022</u>	\$900.00
--------------------------------------------------------------------------	----------

*If the BCC has for additional information regarding the use of the BCC budget, use the space below.*

It is the intent of the SEOTS Board to resume hosting special event activities for the community which were halted by COVID 19. The SEOTS Board members have begun

planning and scheduling for our participation starting in FY 2022. The Board recognizes their budget was reduced by half, due to the temporary closure, which impacts the Boards ability to sponsor community events as have been done in prior years. This can be remedied by requesting for more funding in the "events" budget line for FY 2023. Currently, the Board intends sponsoring special events such as a Community Picnic, summer activities, a Halloween Party and other membership activities. The Board also recognizes the need for training as is needed to help meet the needs of the community. The Board greatly appreciates the approval for the increase which will be requested in the FY 2023 Budget.

### Requests

The SEOTS Board members are working towards preparing estimates for activities and support of the overall needs of the SEOTS facility. We request the Oneida Business Committee support the forthcoming FY 2023 budget which will reflect the costs for the events provided to the Southeastern Oneida community.

### Other

*If the BCC has for other information to share, use the space below.*

Although the SEOTS Board members have unofficially continued to represent our Oneida stakeholders, their families and our Community throughout the Covid-19 Pandemic, we have respectfully assisted in providing services within the parameters as allowed during this period. It is truly our honor to be reinstated and we THANK the Oneida Business Committee and the Oneida Health Department for keeping our Nation safe and our on-going services will continue to be provided within these preventative parameters.

Accept the Oneida Election Board FY-2022 2nd quarter report

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## Business Committee Agenda Request

**1. Meeting Date Requested:** 05/11/22

**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 checked="" 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 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: Pamela Nohr, Chair/Oneida Election Board

Primary Requestor: Shannon Davis, Recording Clerk

Additional Requestor: (Name, Title/Entity)

Additional Requestor: (Name, Title/Entity)

Submitted By: SDAVIS

# 2022 report template

For Boards, Committees, and Commissions (BCCs)

Approved by official entity action on: April 25, 2022

Submitted by: Shannon Davis, Recording Clerk

OBC Liaison: Lisa Liggins

OBC Liaison: Cristina Danforth

## ONEIDA ELECTION BOARD – FY22 Q2 REPORT

### **Purpose:**

Responsible for conducting fair and orderly elections for the Oneida Nation, and responsible to count hand and/or ballot votes at General Tribal Council (GTC) meetings.

### **BCC Members**

Pamela Nohr  
Chairperson  
07/31/2024

Patricia Moore  
Member  
07/31/2022

Tonya Webster  
Vice-Chair  
07/31/2023

Christina Liggins  
Member  
07/31/2023

Tina Skenandore  
Secretary  
07/31/2023

Melinda K. Danforth  
Member  
07/31/2024

Racquel Hill  
Member  
07/31/2022

Stephanie Metoxen  
Member  
07/31/2024

Candace House  
Member  
07/31/2022

**Substantiated Complaints (if applicable)**

Per § 105.12-4.(a) of the Boards, Committees and Commissions law, annual and semi-annual reports shall contain information on the number of substantiated complaints against all members of the entity.

Per § 105.3-1.(q) a “Substantiated complaint” means a complaint or allegation in a complaint that was found to be valid by clear and convincing evidence.

NUMBER OF SUBSTANTIATED COMPLAINTS: Zero (0)

**Meetings**

Held the 2<sup>nd</sup> and 4<sup>th</sup> Monday of every month. Meetings are held via Microsoft Teams until further notice.

Emergency Meetings: Zero (0)

**Contact Info**

CONTACT: Pamela Nohr

TITLE: Chair

E-MAIL: Election\_Board@oneidanation.org

MAIN WEBSITE: <https://oneida-nsn.gov/government/boards-committees-and-commissions/elected/>

**Status report of Three-Year Outcomes/Goals**


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Outcome/Goal # 1

The Election Board will conduct all Oneida Elections in compliance with Oneida Law, Policy and/or Resolution.

IS THIS A LONG-TERM OR QUARTERLY GOAL? Long-term

GOOD GOVERNANCE PRINCIPLE:

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

HOW OUTCOME/GOAL SUPPORTS THE GOOD GOVERNANCE PRINCIPLE:

The Election Board has been following Oneida Law, Policy, and/or Resolutions. This ensures the General Tribal Council an orderly and straightforward understanding of all elections.



ACCOMPLISHMENTS REGARDING THE OUTCOME/GOAL:

In Quarter 2 of FY2022, the Election Board has updated the Election Application, updated the Special Election Timetable, discussed the importance of activating the Election Board page on social media, updated the election application notice, and election notice packet.

EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL:

The membership can expect efficient, orderly elections.

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Outcome/Goal # 2

Develop, adopt, review, and amend applicable standard operating procedures (SOPs) and our By-Laws.

IS THIS A LONG-TERM OR QUARTERLY GOAL?          Long-term

GOOD GOVERNANCE PRINCIPLE:

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

HOW OUTCOME/GOAL SUPPORTS THE GOOD GOVERNANCE PRINCIPLE:

The board is actively updating and reviewing their By-Laws and SOPs, working with the Law Office on definitions. Updating SOPs creates accountability and sets up processes for current and future board members.

ACCOMPLISHMENTS REGARDING THE OUTCOME/GOAL:

In Quarter 2 of FY2022, the Election Board has been reviewing and ensuring that the By-Laws and Standard Operating Policies are updated and comply to all policies, laws and governing documents of Boards, Committees and Commissions and are in alignment with our mission and purpose.

EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL:

A continuation of reviewing their By-Laws and SOPs to ensure the boards alignment with all policies, laws and governing documents of Boards, Committees and Commissions.

**Stipends**

*Per the Boards, Committees, and Commissions law, stipends are set via OBC resolution. BC resolution # 08-12-20-C sets the stipend amounts.*

**Budget Information**

FY-2022 BUDGET: \$81,200

FY-2022 EXPENDITURES AS OF END OF REPORTING PERIOD: \$6500

**Requests**

None for Q2

**Other**

None for Q2

Accept the Oneida Gaming Commission FY-2022 2nd quarter report

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## Business Committee Agenda Request

1. Meeting Date Requested: 05/11/22

2. Session:

Open     Executive – must qualify under §107.4-1.

Justification: *Choose or type justification.*

3. Requested Motion:

Accept as information; OR

Motion to accept the 2nd Quarter Report & Semi Annual Report as submitted.

4. Areas potentially impacted or affected by this request:

Finance

Programs/Services

Law Office

MIS

Gaming/Retail

Boards, Committees, or Commissions

Other: *Describe*

5. Additional attendees needed for this request:

*Name, Title/Entity OR Choose from List*

*Name, Title/Entity OR Choose from List*

*Name, Title/Entity OR Choose from List*

*Name, Title/Entity OR Choose from List*

**6. 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 checked="" 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: 2 reports are being submitted, the 2nd Quarter Report & Semi Annual Report. |                                                  |                                                 |

**7. Budget Information:**

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

**8. Submission:**

Authorized Sponsor: Brandon Stevens, Vice-Chairman

Primary Requestor: Mark A. Powless Sr, OGC Chairman

# 2022 2<sup>nd</sup> Quarter Report (Jan'22 to Mar'22)

For Boards, Committees, and Commissions (BCCs)

Approved by official entity action on: May 2, 2022

Submitted by: Mark A. Powless Sr.

OBC Liaison: Brandon Stevens

OBC Liaison: Marie Summers

## ONEIDA GAMING COMMISSION

### **Purpose:**

The Oneida Gaming Commission and its departments collectively promote and ensure the integrity, security, honesty and fairness of the regulation and administration of all Gaming activities within the jurisdiction of the Oneida Nation.

### **Oneida Gaming Commission Members**

Mark A. Powless Sr.  
Chairman  
August 2023

Reynold Danforth  
Vice Chairman  
August 2025

Michelle M. Braaten  
Secretary  
August 2022

Jonas Hill  
Commissioner  
August 2024

### **Substantiated Complaints (if applicable)**

Per § 105.12-4.(a) of the Boards, Committees and Commissions law, annual and semi-annual reports shall contain information on the number of substantiated complaints against all members of the entity.

Per § 105.3-1.(q) a “Substantiated complaint” means a complaint or allegation in a complaint that was found to be valid by clear and convincing evidence.

NUMBER OF SUBSTANTIATED COMPLAINTS: 0

### Meetings

1<sup>st</sup> and 3<sup>rd</sup> Monday of the month.

Emergency Meetings: [Click here to enter any emergency meetings that were held during the reporting period and the reason for the meeting](#)

### Contact Info

CONTACT: Mark A. Powless Sr.  
 TITLE: Commission Chairman  
 PHONE NUMBER: 920-497-5850  
 E-MAIL: mpowles5@oneidanation.org  
 MAIN WEBSITE: Enter website address

### Status report of Three-Year Outcomes/Goals

---

#### Outcome/Goal # 1

Develop/Finalize all regulations, including the OGMIC’s revisions, and regulations for: Employee Licensing, Hearings, Administration/Staffing. Revisiting other regulations annually, thereafter.

IS THIS A LONG-TERM OR QUARTERLY GOAL? Long-term

#### GOOD GOVERNANCE PRINCIPLE:

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

#### HOW OUTCOME/GOAL SUPPORTS THE GOOD GOVERNANCE PRINCIPLE:

Establishing and maintaining comprehensive and clear regulations that promulgate the rule of law, ensures fair and consistent processes are followed by the Gaming Commission and its departments. Keeping regulations up to date and available for stakeholder reference also allows for a transparent process and knowledge of what is expected. Up-to-date regulations provide for operational and customer references that benefit the Nation and assist the OGC to regulate Oneida Gaming effectively

#### ACCOMPLISHMENTS REGARDING THE OUTCOME/GOAL:

Reviewed and accepted amendments to House Rules-Rules of play. Completed review of OGMICS Chapter 14 Accounting and Internal Audit; is now in final stages of approval. Reviewed and accepted 13 SOPs that were revised due to regulatory changes, for OGC approval. Responded to 3 inquiries related to audit findings and procedural matters. Reviewed and sent forward for OGC approval 10-progressive malfunctions and 15-progressive transfers. Completed and facilitated the State Audit.

EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL:

OGMIC's chapters that were pushed back will be completed by the end of 3rd quarter. A review of Chapter 8 Sports Wagering will be completed to absence of some controls. Will move forward to draft OGC policies and procedures that will be followed up with internal departmental procedures.

---

Outcome/Goal # 2

Implement department wide software system /technology for streamlined communication and regulatory processes/information sharing.

IS THIS A LONG-TERM OR QUARTERLY GOAL?          Long-term

GOOD GOVERNANCE PRINCIPLE:

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

HOW OUTCOME/GOAL SUPPORTS THE GOOD GOVERNANCE PRINCIPLE:

Mandatory Compliance with all regulatory authorities will continue to improve as we continue to adapt to ongoing issues as they arise.

ACCOMPLISHMENTS REGARDING THE OUTCOME/GOAL:

Due to resulting tribal-wide changes as the result of COVID, our department was forced to simplify our fingerprint process to more practically meet the compliance requirements surrounding the use of fingerprint information established by the FBI. These changes resulted in reduced compliance requirements as well as costs. As a result, we suffered little effects from changes involving staff turnover and loss.

EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL:

SOP's continue to be updated and written to be adaptable to changes as they occur. All staff with access to restricted data from the FBI must maintain a yearly training and certification process.



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### Outcome/Goal # 3

Assess staff according to job competencies. Train employees to improve skills, job knowledge and build confidence.

IS THIS A LONG-TERM OR QUARTERLY GOAL?          Long-term

GOOD GOVERNANCE PRINCIPLE:

Transparency - Open communication about actions taken and decisions made ensuring access to information is clear

HOW OUTCOME/GOAL SUPPORTS THE GOOD GOVERNANCE PRINCIPLE:

Enter how the Three-year outcome/goal supports the Good Governance Principle.

ACCOMPLISHMENTS REGARDING THE OUTCOME/GOAL:

*Transparency extends the mutual trust between employees and the department/organization. Practicing and maintaining open lines of communication and providing clear expectations will increase positive behaviors and productivity. To maintain transparency, the expectations should be clear and concise. The OGC departments/employees must fulfil their job competencies, trained, and evaluated according to job function and responsibilities*

EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL:

Expectations have been acknowledged. To ensure staff is aware and understands expectations, periodic assessments are provided to new and existing staff. The Surveillance department has already initiated on-going training curriculum that continues to be improved upon. Each department within the Commission has been introduced in one manner or other to helping each other.

### **Stipends**

*Per the Boards, Committees, and Commissions law, stipends are set via OBC resolution. BC resolution # 08-12-20-C sets the stipend amounts.*

### **Budget Information**

<u>FY-2022 BUDGET:</u>	\$1,248,324.00
<u>FY-2022 EXPENDITURES AS OF END OF REPORTING PERIOD:</u>	\$195,005.46

### **Requests**

Enter request(s), if needed.

**Other**

Enter other information, if needed.

Accept the Oneida Land Claims Commission FY-2022 2nd quarter report

---

## Business Committee Agenda Request

**1. Meeting Date Requested:** 05/11/22

**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 checked="" 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 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: Chris Cornelius, Chair/Oneida Land Claims Commission

Primary Requestor: Bonnie Pigman, Recording Clerk

Additional Requestor: (Name, Title/Entity)

Additional Requestor: (Name, Title/Entity)

Submitted By: BPIGMAN

# 2022 report template

For Boards, Committees, and Commissions (BCCs)

Approved by official entity action on: May 2, 2022

Submitted by: Chris Cornelius Chairperson

OBC Liaison: Daniel Guzman, OBC Primary

OBC Liaison: Cristina Danforth, OBC Alternate

## ONEIDA LAND CLAIMS COMMISSION

### Purpose:

The Oneida Land Claims Commission (OLCC) purpose is to supervise all activities involving the New York Land Claims, including post settlement; and to develop strategies, provide direction and recommendations, for litigation, negotiation and/or settlement to the Oneida Business Committee (OBC) and the Oneida General Tribal Council (GTC). The OLCC will inform and educate the membership on issues pertaining to the Oneida Nation land claims, and seek participation from the membership, and carrying out the following duties:

- (a) Report membership concerns and suggestions to the OBC.
- (b) Hold public meetings and conduct outreach to provide an opportunity for the membership to participate in recommendations for all Oneida Nation land claims and settlement efforts.
- (c) Study other Indian land claim settlements and disseminate that information to the membership and the OBC.
- (d) Manage the OLCC budget
- (e) Assist the OBC with any land claims arising out of natural resource issues/disputes as requested by the OBC.
- (f) Carry out all other duties delegated by the GTC

### BCC Members

Chris J Cornelius  
Chair  
July 31, 2024

Donald D McLester  
Vice-Chair  
July 31, 2022

Dakota A Webster  
Secretary  
July 31, 2024

Kerry G Kennedy  
Commissioner  
July 31, 2025

**Substantiated Complaints (if applicable)**

Per § 105.12-4.(a) of the [Boards, Committees and Commissions law](#), annual and semi-annual reports shall contain information on the number of substantiated complaints against all members of the entity.

Per § 105.3-1.(q) a "Substantiated complaint" means a complaint or allegation in a complaint that was found to be valid by clear and convincing evidence.

NUMBER OF SUBSTANTIATED COMPLAINTS:                      Zero (0)

**Meetings**

Held every 1<sup>st</sup> and 3<sup>rd</sup> Thursday each month, via Microsoft Teams.

Emergency Meetings: None

**Contact Info**

CONTACT:                      Oneida Land Claims Commissioners  
 TITLE:                         Oneida Land Claims Commission  
 PHONE NUMBER:            920-869-4430  
 E-MAIL:                      LandClaims\_Comm@oneidanation.org  
 MAIN WEBSITE:            <https://oneida-nsn.gov/government/boards-committees-and-commissions/elected/#Oneida-Land-Claims-Commission>

**Status report of Three-Year Outcomes/Goals**


---

Outcome/Goal # 1

Educate the Membership and the General Tribal Council on any and all Land Claims pertaining to land claims here in Wisconsin and New York State.

IS THIS A LONG-TERM OR QUARTERLY GOAL?                      Long-term

GOOD GOVERNANCE PRINCIPLE:

Transparency - Open communication about actions taken and decisions made ensuring access to information is clear

HOW OUTCOME/GOAL SUPPORTS THE GOOD GOVERNANCE PRINCIPLE:

*The outcome of this goal supports the good governance principle; it keeps the General Tribal Council and membership aware of past and present litigations pertaining to Indian Land Claims.*

Enter how the Three-year outcome/goal supports the Good Governance Principle.

ACCOMPLISHMENTS REGARDING THE OUTCOME/GOAL:

The Commission was not fully staffed until the end of the 2nd Quarter. We did not meet in over a year and vacancies needed to be filled with the passing of two of our board members, Chairwoman Loretta V. Metoxen, and Commissioner Charles Wheelock. The Commissions first steps were to fill all vacancies and immediate revisit and update our by-laws. All vacancies have been filled, and the revised by-laws were submitted to LRO for review and approval. Due to Covid restrictions we were not able to organize or conduct any public presentations. Also, Covid restrictions prohibited the Commission from accessing our office, our records, our research, and all our educational materials at the Norbert Hill Center. These health restrictions hindered our efforts to work on this goal. We are seeking other alternatives to conduct outreach with our membership. Alternatives, such as social media, direct mail outs and the Kalihwisaks will be utilized to provide updates and seek membership input. This goal is on-going.

Enter the BCC's accomplishments related to the Three-year outcome/goal.

EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL:

The Commission plans to conduct an educational series for the community on past and proposed land claims activity; plus submit a report of all community input and recommendation from information that was gathered from the previous Land Claims Commission, prior to the Covid organizational shut down. The membership will also be provided with OLCC recommendations regarding Oneida Land Claims

Enter what the membership can expect in the future from the BCC related to the Three-year outcome/goal.

---

## Outcome/Goal # 2

Gather input from the Oneida membership regarding Oneida land claims

IS THIS A LONG-TERM OR QUARTERLY GOAL?      Long-term

GOOD GOVERNANCE PRINCIPLE:

Responsiveness - Availability to the public and timeous reaction to the needs and opinions of the public

HOW OUTCOME/GOAL SUPPORTS THE GOOD GOVERNANCE PRINCIPLE:

The Commissions has a duty and goal to gather input from the membership. This supports

the good governance principle of responsiveness by including the membership, gathering their feedback, input, and recommendation for the Nation to move forward.

Enter how the Three-year outcome/goal supports the Good Governance Principle.

ACCOMPLISHMENTS REGARDING THE OUTCOME/GOAL:

The Commission was not fully staffed until the end of the quarter. All vacancies have now been filled. The full Commission is meeting on a regular basis, we just completed our annual review of our bylaws and submitted them to LRO. Due to covid health restrictions, the Commission has not been able to organize any public presentations or access our office, documents, supplies, or materials. [please see full response from Goal 1]

Enter the BCC's accomplishments related to the Three-year outcome/goal.

EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL:

The Commission plans to do more surveys and outreach on social media and paper form to gather Membership input regarding Land Claims. This will include settlement recommendations for a congressional fix.

Enter what the membership can expect in the future from the BCC related to the Three-year outcome/goal.

---

### Outcome/Goal # 3

Compile and forward all community recommendations, and research on Oneida Land Claims to the OBC and GTC.

IS THIS A LONG-TERM OR QUARTERLY GOAL?      Long-term

GOOD GOVERNANCE PRINCIPLE:

Accountability - The acknowledgement and assumption of responsibility for decisions and actions as well as the applicable rules of law

HOW OUTCOME/GOAL SUPPORTS THE GOOD GOVERNANCE PRINCIPLE:

This goal supports the good governance principle of accountability by informing the OBC and GTC of the membership's recommendations, needs, and wants. Reporting this information, on behalf of our membership, provides them with an opportunity to share open and honest, transparent dialog regarding all Oneida Land Claims.

Enter how the Three-year outcome/goal supports the Good Governance Principle.

ACCOMPLISHMENTS REGARDING THE OUTCOME/GOAL:

The Commission was not fully staffed until the end of 2<sup>nd</sup> quarter. All vacancies have now been filled. The full Commission is meeting on a regular basis, we just completed our annual review of our bylaws and submitted them to LRO. Due to covid health restrictions, the



Commission has not been able to organize any public presentations or access our office, documents, supplies, or materials. [please see full response from Goal 1]

Enter the BCC's accomplishments related to the Three-year outcome/goal.

EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL:

The Commission hopes to uncover new information/evidence of new Land Claims here in Wisconsin and New York State. The Commission plans to study recent outcomes from other tribal entities to see if any of our situations apply. The Commission is committed to gathering relevant information from other tribal nations, State courts cases, Federal courts cases, and from Indigenous nations around the world pertaining to Land Claims. The Commission is working to compile and report community input and recommendations from the previous OLCC prior to the Covid shut down. The Commission will continue to work on gathering more input from the community and complete an annual report with this data.

Enter what the membership can expect in the future from the BCC related to the Three-year outcome/goal.

### Stipends

*Per the Boards, Committees, and Commissions law, stipends are set via OBC resolution. BC resolution # 08-12-20-C sets the stipend amounts.*

### Budget Information

FY-2022 BUDGET: \$43,360.00

FY-2022 EXPENDITURES AS OF END OF REPORTING PERIOD: \$2614.00

No additional information regarding budgetary use.

### Requests

Respectfully the OLCC requests that the OBC permanently table their recommendation to dissolve the OLCC from the upcoming GTC meeting. This should be tabled until there is a resolve to our Land Claim, whether from the U.S. Court System, the World Court System, a Congressional fix, or other means. The OLCC is an elected body, by the membership, dedicated to work on Land Claims matters; to advocate on behalf of the membership and work with the Nation and OBC on our unresolved Land Claim.

### Other

The Commission would like to acknowledge the great loss in our fight with the passing of Loretta Metoxen and Charles "Chaz" Wheelock. The Commission will do its best to pick up the torch and continue the fight our ancestors started. Loretta and Chaz were very passionate about Land Claims issues and the Commission hopes to ignite our people once more on the rights of our people to its original lands and the injustice of how our land was stolen.

# 2022 report template

For Boards, Committees, and Commissions (BCCs)

Approved by official entity action on: May 2, 2022

Submitted by: Chris Cornelius Chairperson

OBC Liaison: Daniel Guzman, OBC Primary

OBC Liaison: Cristina Danforth, OBC Alternate

## ONEIDA LAND CLAIMS COMMISSION

### Purpose:

The Oneida Land Claims Commission (OLCC) purpose is to supervise all activities involving the New York Land Claims, including post settlement; and to develop strategies, provide direction and recommendations, for litigation, negotiation and/or settlement to the Oneida Business Committee (OBC) and the Oneida General Tribal Council (GTC). The OLCC will inform and educate the membership on issues pertaining to the Oneida Nation land claims, and seek participation from the membership, and carrying out the following duties:

- (a) Report membership concerns and suggestions to the OBC.
- (b) Hold public meetings and conduct outreach to provide an opportunity for the membership to participate in recommendations for all Oneida Nation land claims and settlement efforts.
- (c) Study other Indian land claim settlements and disseminate that information to the membership and the OBC.
- (d) Manage the OLCC budget
- (e) Assist the OBC with any land claims arising out of natural resource issues/disputes as requested by the OBC.
- (f) Carry out all other duties delegated by the GTC

### BCC Members

Chris J Cornelius  
Chair  
July 31, 2024

Donald D McLester  
Vice-Chair  
July 31, 2022

Dakota A Webster  
Secretary  
July 31, 2024

Kerry G Kennedy  
Commissioner  
July 31, 2025

**Substantiated Complaints (if applicable)**

Per § 105.12-4.(a) of the [Boards, Committees and Commissions law](#), annual and semi-annual reports shall contain information on the number of substantiated complaints against all members of the entity.

Per § 105.3-1.(q) a "Substantiated complaint" means a complaint or allegation in a complaint that was found to be valid by clear and convincing evidence.

NUMBER OF SUBSTANTIATED COMPLAINTS:                      Zero (0)

**Meetings**

Held every 1<sup>st</sup> and 3<sup>rd</sup> Thursday each month, via Microsoft Teams.

Emergency Meetings: None

**Contact Info**

CONTACT:                      Oneida Land Claims Commissioners  
 TITLE:                         Oneida Land Claims Commission  
 PHONE NUMBER:            920-869-4430  
 E-MAIL:                      LandClaims\_Comm@oneidanation.org  
 MAIN WEBSITE:            <https://oneida-nsn.gov/government/boards-committees-and-commissions/elected/#Oneida-Land-Claims-Commission>

**Status report of Three-Year Outcomes/Goals**


---

Outcome/Goal # 1

Educate the Membership and the General Tribal Council on any and all Land Claims pertaining to land claims here in Wisconsin and New York State.

IS THIS A LONG-TERM OR QUARTERLY GOAL?                      Long-term

GOOD GOVERNANCE PRINCIPLE:

Transparency - Open communication about actions taken and decisions made ensuring access to information is clear

HOW OUTCOME/GOAL SUPPORTS THE GOOD GOVERNANCE PRINCIPLE:

*The outcome of this goal supports the good governance principle; it keeps the General Tribal Council and membership aware of past and present litigations pertaining to Indian Land Claims.*

Enter how the Three-year outcome/goal supports the Good Governance Principle.

ACCOMPLISHMENTS REGARDING THE OUTCOME/GOAL:

The Commission was not fully staffed until the end of the 2nd Quarter. We did not meet in over a year and vacancies needed to be filled with the passing of two of our board members, Chairwoman Loretta V. Metoxen, and Commissioner Charles Wheelock. The Commissions first steps were to fill all vacancies and immediate revisit and update our by-laws. All vacancies have been filled, and the revised by-laws were submitted to LRO for review and approval. Due to Covid restrictions we were not able to organize or conduct any public presentations. Also, Covid restrictions prohibited the Commission from accessing our office, our records, our research, and all our educational materials at the Norbert Hill Center. These health restrictions hindered our efforts to work on this goal. We are seeking other alternatives to conduct outreach with our membership. Alternatives, such as social media, direct mail outs and the Kalihwisaks will be utilized to provide updates and seek membership input. This goal is on-going.

Enter the BCC's accomplishments related to the Three-year outcome/goal.

EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL:

The Commission plans to conduct an educational series for the community on past and proposed land claims activity; plus submit a report of all community input and recommendation from information that was gathered from the previous Land Claims Commission, prior to the Covid organizational shut down. The membership will also be provided with OLCC recommendations regarding Oneida Land Claims

Enter what the membership can expect in the future from the BCC related to the Three-year outcome/goal.

---

## Outcome/Goal # 2

Gather input from the Oneida membership regarding Oneida land claims

IS THIS A LONG-TERM OR QUARTERLY GOAL?          Long-term

GOOD GOVERNANCE PRINCIPLE:

Responsiveness - Availability to the public and timeous reaction to the needs and opinions of the public

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the good governance principle of responsiveness by including the membership, gathering their feedback, input, and recommendation for the Nation to move forward.

Enter how the Three-year outcome/goal supports the Good Governance Principle.

ACCOMPLISHMENTS REGARDING THE OUTCOME/GOAL:

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Enter the BCC's accomplishments related to the Three-year outcome/goal.

EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL:

The Commission plans to do more surveys and outreach on social media and paper form to gather Membership input regarding Land Claims. This will include settlement recommendations for a congressional fix.

Enter what the membership can expect in the future from the BCC related to the Three-year outcome/goal.

---

### Outcome/Goal # 3

Compile and forward all community recommendations, and research on Oneida Land Claims to the OBC and GTC.

IS THIS A LONG-TERM OR QUARTERLY GOAL?      Long-term

GOOD GOVERNANCE PRINCIPLE:

Accountability - The acknowledgement and assumption of responsibility for decisions and actions as well as the applicable rules of law

HOW OUTCOME/GOAL SUPPORTS THE GOOD GOVERNANCE PRINCIPLE:

This goal supports the good governance principle of accountability by informing the OBC and GTC of the membership's recommendations, needs, and wants. Reporting this information, on behalf of our membership, provides them with an opportunity to share open and honest, transparent dialog regarding all Oneida Land Claims.

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ACCOMPLISHMENTS REGARDING THE OUTCOME/GOAL:

The Commission was not fully staffed until the end of 2<sup>nd</sup> quarter. All vacancies have now been filled. The full Commission is meeting on a regular basis, we just completed our annual review of our bylaws and submitted them to LRO. Due to covid health restrictions, the

Commission has not been able to organize any public presentations or access our office, documents, supplies, or materials. [please see full response from Goal 1]

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EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL:

The Commission hopes to uncover new information/evidence of new Land Claims here in Wisconsin and New York State. The Commission plans to study recent outcomes from other tribal entities to see if any of our situations apply. The Commission is committed to gathering relevant information from other tribal nations, State courts cases, Federal courts cases, and from Indigenous nations around the world pertaining to Land Claims. The Commission is working to compile and report community input and recommendations from the previous OLCC prior to the Covid shut down. The Commission will continue to work on gathering more input from the community and complete an annual report with this data.

Enter what the membership can expect in the future from the BCC related to the Three-year outcome/goal.

### Stipends

*Per the Boards, Committees, and Commissions law, stipends are set via OBC resolution. BC resolution # 08-12-20-C sets the stipend amounts.*

### Budget Information

FY-2022 BUDGET: \$43,360.00

FY-2022 EXPENDITURES AS OF END OF REPORTING PERIOD: \$2614.00

No additional information regarding budgetary use.

### Requests

Respectfully the OLCC requests that the OBC permanently table their recommendation to dissolve the OLCC from the upcoming GTC meeting. This should be tabled until there is a resolve to our Land Claim, whether from the U.S. Court System, the World Court System, a Congressional fix, or other means. The OLCC is an elected body, by the membership, dedicated to work on Land Claims matters; to advocate on behalf of the membership and work with the Nation and OBC on our unresolved Land Claim.

### Other



The Commission would like to acknowledge the great loss in our fight with the passing of Loretta Metoxen and Charles "Chaz" Wheelock. The Commission will do its best to pick up the torch and continue the fight our ancestors started. Loretta and Chaz were very passionate about Land Claims issues and the Commission hopes to ignite our people once more on the rights of our people to its original lands and the injustice of how our land was stolen.

Accept the Oneida Land Commission FY-2022 2nd quarter report

---

## Business Committee Agenda Request

**1. Meeting Date Requested:** 05/11/22

**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 checked="" 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 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: Rebecca Webster, Chair/Oneida Land Commission

Primary Requestor: Brooke Doxtator, BCC Supervisor

Additional Requestor: (Name, Title/Entity)

Additional Requestor: (Name, Title/Entity)

Submitted By: BDOXTAT1

# 2022 Quarterly Report 2

For Boards, Committees, and Commissions (BCCs)

Approved by official entity action on: 5/2/2022

Submitted: Sidney White

OBC Liaison: Cristina Danforth

OBC Liaison: Jennifer Webster / Marie Summers

## ONEIDA LAND COMMISSION

### **Purpose:**

The Land Commission was established for the purpose of managing the Nation's land resources, with authority to carry out all the powers and duties as delegated under the following laws of the Nation:

- 1.The Real Property Law;
- 2.The Leasing Law;
- 3.The Building Code;
- 4.The Condominium Ordinance;
- 5.The Zoning and Shoreland Protection Law;
- 6.The Eviction and Termination Law;
- 7.The Landlord-Tenant Law;
- 8.The Mortgage and Foreclosure Law;
- 9.The Cemetery Law; and
- 10.All other delegating law, policy, rule and/or resolution of the Nation.

**BCC Members**

Rebeca Webster  
Chair  
07/31/2022

Fred Muscavitch  
Vice-Chair  
07/31/2024

Sidney White  
Secretary  
07/31/2023

Julie Barton  
Commissioner  
07/31/2023

Sherrole Benton  
Commissioner  
07/31/2024

Donald McLester  
Commissioner  
07/31/2024

Pat Cornelius  
Commissioner  
07/31/2022

**Substantiated Complaints (if applicable)**

Per § 105.12-4.(a) of the [Boards, Committees and Commissions law](#), annual and semi-annual reports shall contain information on the number of substantiated complaints against all members of the entity.

Per § 105.3-1.(q) a "Substantiated complaint" means a complaint or allegation in a complaint that was found to be valid by clear and convincing evidence.

NUMBER OF SUBSTANTIATED COMPLAINTS: 0

**Meetings**

Held every 2<sup>nd</sup> and 4<sup>th</sup> Monday of the month.

Emergency Meetings: none

**Contact Info**

CONTACT: Oneida Business Committee Support Office

TITLE: Brooke Doxtator

PHONE NUMBER: (920) 869-1690

E-MAIL: Land\_Commission@oneidanation.org

MAIN WEBSITE: <https://oneida-nsn.gov/government/boards-committees-and-commissions/elected/#Oneida-Land-Commission>

## Status report of Three-Year Outcomes/Goals

---

### Outcome/Goal # 1

Promoting Positive Community Relations

IS THIS A LONG-TERM OR QUARTERLY GOAL? Long-term

GOOD GOVERNANCE PRINCIPLE:

Transparency - Open communication about actions taken and decisions made ensuring access to information is clear

HOW OUTCOME/GOAL SUPPORTS THE GOOD GOVERNANCE PRINCIPLE:

The Land Commission strives to be open and transparent regarding actions and decisions. Goal for regular communication with membership via General Tribal Council meetings and postings on "Members-Only" page. Goal for the membership being informed and engaged with land acquisition, zoning and land use as it pertains to our Nation.

ACCOMPLISHMENTS REGARDING THE OUTCOME/GOAL:

Reporting to general membership primarily through online and/or the Kalihwisaks. No general update to the membership since the last General Tribal Council (GTC) meeting. Potential updates via Nation website and/or the online version of the Kalihwisaks.

EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL:

Information will be presented during annual and semi-annual meetings to the membership. Communicate to membership any land acquisition matters to ensure transparency.

---

### Outcome/Goal # 2

Exercising Sovereignty

IS THIS A LONG-TERM OR QUARTERLY GOAL? Long-term

GOOD GOVERNANCE PRINCIPLE:

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

HOW OUTCOME/GOAL SUPPORTS THE GOOD GOVERNANCE PRINCIPLE:

Re-establish roles & responsibilities to fully implement the 2033 Plan approved by GTC. The 2033 Plan provides an allocation of funds to reacquire land within the Oneida Reservation.

ACCOMPLISHMENTS REGARDING THE OUTCOME/GOAL:

Second Quarter Closing: One.

Fiscal Year Closings: 3/16/22, File number **12201801C**, Brown County, 5.26 acres, Commercial Use.

Current Oneida Nation Reservation ownership: **27,647.14 acres and 42.5% of reservation**

2033 Plan FY 2022: Funding by fiscal year \$12,241,200, Acres Targeted 1220, Total Owned 35,977 acres. Average goal price per acre: \$10,033.77 per acre.

EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL:

The Land Commission goal is to acquire land, use land appropriately, and exercise the Oneida Nation's sovereignty. The Land Commission is actively pursuing land acquisitions.

---

### Outcome/Goal # 3

#### Promoting Positive Community Relations

IS THIS A LONG-TERM OR QUARTERLY GOAL? Long-term

GOOD GOVERNANCE PRINCIPLE:

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

HOW OUTCOME/GOAL SUPPORTS THE GOOD GOVERNANCE PRINCIPLE:

Develop Land Use policy to better serve the needs of the membership. Focus on programs to serve individual farmers, entrepreneurs, and community organizations.

ACCOMPLISHMENTS REGARDING THE OUTCOME/GOAL:

Delays continue to be expected on new rules being enacted and implemented due to the COVID-19 pandemic and response effort. There was no substantial progress made on new rules this past quarter.

EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL:

Agricultural lease template to comply with the Hearth Act. Continue with Developer's Agreement with Oneida Law Office. Continued work on Land Use Demo, Material & Encroachment Teams. Continued with MOU with 1822.

### **Stipends**

*Per the Boards, Committees, and Commissions law, stipends are set via OBC resolution. BC resolution # 05-08-19-B sets the stipend amounts.*

### **Budget Information**

FY-2022 BUDGET: \$16,800.00 budgeted

FY-2022 EXPENDITURES AS OF END OF REPORTING PERIOD: \$7,900.00 stipends

### **Requests**

Enter request(s), if needed.

**Other**

Total of 61 HIP close from May 2016 to March 24, 2020. **BC Resolution 6-9-21-A** allocated \$1,200,000.00 to the HIP program.

**BC Resolution 6-9-21-A** allocate \$720,000.00 to demolition of properties

Commercial Rentals: 89.47% of Commercial Rentals leased (17 out of 19 available).

All lessees responsible for taxes now receive tax bill directly from county. Lessee will need to provide a receipt of payment no later than January 31, 2022. Those responsible for improvement taxes notified according to their lease.

Outagamie County Soil Health Education and Demo(SHED) Facility completed Agriculture Equipment Storage Building March 2022 on Oneida Nation property located on Jordan Court without lease agreement.



Accept the Oneida Nation Commission on Aging FY-2022 2nd quarter report

---

## Business Committee Agenda Request

**1. Meeting Date Requested:** 05/11/22

**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 checked="" 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 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: Carole Liggins, Chair/Oneida Nation Commission on Aging

Primary Requestor: Shannon Davis, Recording Clerk

Additional Requestor: (Name, Title/Entity)

Additional Requestor: (Name, Title/Entity)

Submitted By: SDAVIS

# 2022 report template

For Boards, Committees, and Commissions (BCCs)

Approved by official entity action on: April 12, 2022

Submitted by: Shannon Davis, Recording Clerk

OBC Liaison: Jennifer Webster

OBC Liaison: Marie Summers

## ONEIDA NATION COMMISSION ON AGING – FY22 Q2 REPORT

### Purpose:

The purpose of ONCOA is to adhere to the Oneida Nation's Vision, Mission, Core Values and to be knowledgeable and supportive of all programs and services that place priority on the well-being of our Oneida Elders. ONCOA must exist based on State statutory requirement for the Oneida Nation to receive funds for Elder Services.

### BCC Members

Carole Liggins  
Chair  
07/31/2022

Dellora Cornelius  
Member  
07/31/2023

Michael Denny  
Vice-Chair  
07/31/2023

Winnifred Thomas  
Member  
07/31/2023

Barbara Cornelius  
Secretary  
07/31/2024

Julie Barton  
Member  
07/31/2024

Carol Elm  
Member  
07/31/2022

Janice McLester  
Member  
07/31/2024

Donald White  
Member  
07/31/2022

### Substantiated Complaints (if applicable)

Per § 105.12-4.(a) of the [Boards, Committees and Commissions law](#), annual and semi-annual reports shall contain information on the number of substantiated complaints against all members of the entity.

Per § 105.3-1.(q) a “Substantiated complaint” means a complaint or allegation in a complaint that was found to be valid by clear and convincing evidence.

NUMBER OF SUBSTANTIATED COMPLAINTS: Zero (0)

### Meetings

Meetings are held the 2<sup>nd</sup> and 4<sup>th</sup> Tuesday of the month at 1 P.M. via Microsoft Teams until further notice.

Emergency Meetings: No emergency meetings were held during this quarter

### Contact Info

CONTACT: Carole Liggins  
 TITLE: Chair  
 E-MAIL: oca-clig@oneidanation.org

### Status report of Three-Year Outcomes/Goals

---

#### Outcome/Goal # 1

To socialize, learn and seek wellness information: ONCOA will advocate for the development of educational seminars for Alzheimer’s research and awareness, Stroke prevention research and awareness as well as other long term care services and supportive opportunities for our Tribal elders

IS THIS A LONG-TERM OR QUARTERLY GOAL? Long-term

#### GOOD GOVERNANCE PRINCIPLE:

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

#### HOW OUTCOME/GOAL SUPPORTS THE GOOD GOVERNANCE PRINCIPLE:

Provide opportunity for elders to meet and discuss issues effecting or pertaining to the Nation’s elder community. Provide educational research and awareness information that may be of benefit for elders with specific medical needs or that may be at risk. Provide social networking opportunities on local, county and State levels.

#### ACCOMPLISHMENTS REGARDING THE OUTCOME/GOAL:

As discussed in the first quarter ONCOA has had 2 strategic planning sessions in the second quarter.



Accept the Oneida Nation School Board FY-2022 2nd quarter report

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## Business Committee Agenda Request

**1. Meeting Date Requested:** 05/11/22

**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 checked="" 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 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: Sacheen Lawrence, Chair/Oneida Nation School Board

Primary Requestor: Bonnie Pigman, Recording Clerk

Additional Requestor: (Name, Title/Entity)

Additional Requestor: (Name, Title/Entity)

Submitted By: BPIGMAN

# 2022 report template

For Boards, Committees, and Commissions (BCCs)

Approved by official entity action on: May 2, 2022

Submitted by: Jolene Hensberger

OBC Liaison: Lisa Liggins, Secretary

OBC Liaison: Brandon Stevens, Vice Chair

## ONEIDA NATION SCHOOL BOARD

**Purpose:**

The Board was established to coordinate existing and future education programs of the Oneida Nation; per directive of the Oneida General Tribal Council, to be an autonomous administrator of the Oneida Nation School System ("System") under a Memorandum of Agreement with the Oneida Business Committee; and to administer the Oneida Nation School System Endowment in accordance with the Nation's Endowments law as authorized under resolution BC-02-27-19-B.

**BCC Members**

Sacheen Lawrence  
Interim Chair  
7/31/2022

Melinda K. Danforth  
Member  
7/31/2024

Sylvia Cornelius  
Secretary  
7/31/2023

Barbara Cornelius  
Member  
7/31/2024

Vicki L. Cornelius  
Member  
7/31/2024

**Substantiated Complaints (if applicable)**

Per § 105.12-4.(a) of the Boards, Committees and Commissions law, annual and semi-annual reports shall contain information on the number of substantiated complaints against all members of the entity.

Per § 105.3-1.(q) a "Substantiated complaint" means a complaint or allegation in a complaint that was found to be valid by clear and convincing evidence.

NUMBER OF SUBSTANTIATED COMPLAINTS: 1

### Meetings

Every 1<sup>st</sup> Monday of the month and second meeting (as needed) at 5:00 p.m.

Emergency Meetings: 1

### Contact Info

CONTACT: Jolene Hensberger  
 TITLE: Administrative Assistant  
 PHONE NUMBER: (920) 869-4654  
 E-MAIL: jhensber@oneidanation.org  
 MAIN WEBSITE: <https://oneida-nsn.gov/education/oneida-nation-school-system/>

### Status report of Three-Year Outcomes/Goals

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#### Outcome/Goal # 1

Review and update organization of school system

IS THIS A LONG-TERM OR QUARTERLY GOAL? Long-term

#### GOOD GOVERNANCE PRINCIPLE:

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

#### HOW OUTCOME/GOAL SUPPORTS THE GOOD GOVERNANCE PRINCIPLE:

The organizational chart provides a guide to school staff, parents/guardians and the School Board pertaining to current positions, roles & responsibilities and workflow. By maintaining and updating it, it will help to show a visual of the roles of employees, which can help Administration and the School Board efficiently evaluate staffing needs, avoid overlapping or prevention of duplicating work, and will help as a guide for complaints. To be efficient, the School Board plans to regularly review the organizational chart.

#### ACCOMPLISHMENTS REGARDING THE OUTCOME/GOAL:

The School Board is just beginning the re-organizational process, but one change was re-organizing the elementary school principal position back to grades K-8 from grades 6-12. This change will benefit not only the students, but staff as well. The K-8 Principal will be



available in the one building instead of traveling back and forth from the high school to the elementary school, which will help with immediate availability and attention to students, staff, parents/guardians and the community.

EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL:

The School Board, thus far, was able to evaluate and update one position. As further evaluations are completed, update will be made to the organizational chart which will prove to benefit our school system to see it operate more effectively and efficiently for our students and staff.

Outcome/Goal # 2

Planning and Development of Building a New High School

IS THIS A LONG-TERM OR QUARTERLY GOAL?      Long-term

GOOD GOVERNANCE PRINCIPLE:

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

HOW OUTCOME/GOAL SUPPORTS THE GOOD GOVERNANCE PRINCIPLE:

Our high school is in need a separate facility. Multiple requests to the Business Committee have been made for assistance with getting one built. Our youth need to have opportunities to prepare them for the adult life; they need to be offered skills while in middle and high school to prepare them for employment and college. This will also help keep them interested in furthering their education. Currently, we cannot offer as much of what public schools offer; we do not have the capacity to hold mechanical shop classes, wood-working classes, welding classes, swimming, etc. We are limited on sports offered and we have many athletic students. There are Oneida youth who reside outside the reservation boundaries, but our bus transportation does not go out that far to bring them here. Desired programs and classes are limited to our students. Increased enrollment continues to be difficult to maintain from middle school to high school because of the limited opportunities available to the students. This also makes it difficult to attract new student enrollments.

ACCOMPLISHMENTS REGARDING THE OUTCOME/GOAL:

Accomplishments that the School Board has already seen regarding having a high school is the start of discussions and re-opening the CIP to see where the last School Board members ended. This will take time and perseverance, but our students truly need to have a high school; this will help them emotionally and will give them some feeling of pride.

EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL:

The School Board will continue to request meetings and assistance from the Business Committee to proactively find funding and resources, not just for the land but for other resources to support the programs to be offered in the high school. The School Board will request continued work on the CIP for a New High School.

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### Outcome/Goal # 3

Improve school programs, activities and events throughout the entire school system

IS THIS A LONG-TERM OR QUARTERLY GOAL?      Long-term

GOOD GOVERNANCE PRINCIPLE:

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

HOW OUTCOME/GOAL SUPPORTS THE GOOD GOVERNANCE PRINCIPLE:

Students in our school system need improved programs available to them. The School Board will soon be meeting to further discuss needed improvements. The pandemic had a negative impact on student learning across the nation, including our school system. We need to increase the academics, school-wide events, and increase student participation to ensure our students don't fall further behind.

ACCOMPLISHMENTS REGARDING THE OUTCOME/GOAL:

The school system will be offering summer school during the month of June this year. There was one field trip that 5th graders were able to attend. We are hoping our students will be able to start having more available programs and events throughout the upcoming school year.

EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL:

The Technology Coordinator will be setting up more trainings for the educators for the new curriculum and programs. The School Board will be discussing events and programs for the upcoming school years. Funding will be reviewed, and opportunities will be sought after.

#### **Stipends**

*Per the Boards, Committees, and Commissions law, stipends are set via OBC resolution. BC resolution # 08-12-20-C sets the stipend amounts.*

#### **Budget Information**

<u>FY-2022 BUDGET:</u>	54,652
<u>FY-2022 EXPENDITURES AS OF END OF REPORTING PERIOD:</u>	7,825

**Requests**

The School Board is humbly requesting support from the Business Committee with the support to build an Oneida Nation High School. We need to give our youth the opportunity to learn various trades and skills; give them options. They need space to have more extracurricular activities, sports, programs/events. It is difficult to keep the student enrollment numbers up if our school system doesn't have its own high school. Parents see the many benefits and opportunities for their child(ren) in public schools, thus many choose to transfer their child(ren) into a public school either at the end of 5th grade or end of 8th grade. The Nation has the capability to add a stronger Oneida Language program into the school system and even head start, but these educational programs need the Nation's support and effort.

Accept the Oneida Trust Enrollment Committee FY-2022 2nd quarter report

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## Business Committee Agenda Request

**1. Meeting Date Requested:** 05/11/22

**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 checked="" 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 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: Jennifer Hill-Kelley, Chair/Oneida Trust Enrollment Committee

Primary Requestor: Shannon Davis, Recording Clerk

Additional Requestor: (Name, Title/Entity)

Additional Requestor: (Name, Title/Entity)

Submitted By: SDAVIS

# 2022 report template

For Boards, Committees, and Commissions (BCCs)

Approved by official entity action on: April 26, 2022

Submitted by: Venessa Cardish

OBC Liaison: Jennifer Webster

OBC Liaison: [Click here to enter OBC Liaison](#)

## ONEIDA TRUST ENROLLMENT COMMITTEE

### **Purpose:**

Sustain the Oneida membership and protect our trust assets. To exercise stewardship over tribal enrollment and trust assets while providing leadership to sustain the tribe.

### **BCC Members**

Jennifer Hill-Kelley  
Chair  
07/31/2024

Norbert Hill Jr.  
Member  
07/31/2022

William "Bill" Gollnick  
Vice-Chair  
07/31/2022

Sandra Skenadore  
Member  
07/31/2023

Pamela Ninham  
Secretary  
07/31/2022

Dylan Benton  
Member  
07/31/2024

Barbara "Bobbi" Webster  
Member  
07/21/2023

Geraldine Danforth  
Member  
07/31/2024

Jennifer Webster/Member/07/31/2023

**Substantiated Complaints (if applicable)**

Per § 105.12-4.(a) of the Boards, Committees and Commissions law, annual and semi-annual reports shall contain information on the number of substantiated complaints against all members of the entity.

Per § 105.3-1.(q) a "Substantiated complaint" means a complaint or allegation in a complaint that was found to be valid by clear and convincing evidence.

NUMBER OF SUBSTANTIATED COMPLAINTS: 0

**Meetings**

4<sup>th</sup> Tuesday of the Month.

Emergency Meetings: None

**Contact Info**

**CONTACT:** Keith Doxtator  
**TITLE:** Trust Enrollment Director  
**PHONE NUMBER:** (920) 869-6200 or 1-800-571-9902  
**E-MAIL:** kdoxtat1@oneidanation.org  
**MAIN WEBSITE:** TrustEnrollments@oneidanation.org

**Status report of Three-Year Outcomes/Goals**Outcome/Goal # 1

Sustain Oneida

IS THIS A LONG-TERM OR QUARTERLY GOAL? Long-term

GOOD GOVERNANCE PRINCIPLE:

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

HOW OUTCOME/GOAL SUPPORTS THE GOOD GOVERNANCE PRINCIPLE:

Sustain Oneida has remained consistent with providing information and statistics on past, current, and future tribal membership statistics to the membership. Additionally, updates on the open current survey results that have come in have been provided at the most recent Joint OBC-OTEC Meeting.

ACCOMPLISHMENTS REGARDING THE OUTCOME/GOAL:

The slowing down of Covid-19 cases has resulted in the progress of the nation opening up

the opportunities of holding events for tribal members. The Sustain Oneida presentation is back on the GTC meeting agenda for June 2022. The presentation will include the statistics from the demographer, and final feedback from the current survey that was rolled out by the Project Analyst in March.

EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL:

Sustain Oneida is looking to hearing feedback on the direction that the tribal membership would like to see with this project.

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Outcome/Goal # 2

Transition from an insurance company providing death benefits (OLIPP) to an Oneida GWE program providing death benefits.

IS THIS A LONG-TERM OR QUARTERLY GOAL?      Long-term

GOOD GOVERNANCE PRINCIPLE:

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 mann

HOW OUTCOME/GOAL SUPPORTS THE GOOD GOVERNANCE PRINCIPLE:

The goal continues to be supporting the principle by streamlining the process of the death benefit payout in-house rather than filing paperwork and submitting to a third party. Therefore, the program is being thoroughly analyzed to understand the financial impact on the designated beneficiary that receives the benefit. Specifically, non- tribal members. Again, ensuring the original intent of the benefit is carried out for the decedent.

ACCOMPLISHMENTS REGARDING THE OUTCOME/GOAL:

An in-house distribution plan is presently being developed is still under review by department staff attorney.

EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL:

The roll out of this program is targeted for the beginning of fiscal year 2023.

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Outcome/Goal # 3

Development of services to membership

IS THIS A LONG-TERM OR QUARTERLY GOAL?      Long-term



GOOD GOVERNANCE PRINCIPLE:

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

HOW OUTCOME/GOAL SUPPORTS THE GOOD GOVERNANCE PRINCIPLE:

The pandemic has brought about a new set of challenges in providing services to membership with limited in- person contact. Contact restrictions have significantly eased therefore the return of providing all in person services commenced in January 2022. However, using the challenge as an opportunity to work on development alternative methods for delivery of services was taken. Focus is on reducing the requirement to come to the Trust Enrollment office. This will be beneficial and provides more accessibility to meet the needs of members not living within reservation boundaries.

ACCOMPLISHMENTS REGARDING THE OUTCOME/GOAL:

On February 22, 2022, the Trust Enrollment Committee decided to move forth with necessary software to expand and meet the needs of Trust Enrollment department to assist in providing tribal ID services not primarily at the Enrollment department at alternative dates/times. The service would expand to include Oneida and SEOTS during the polling hours of the tribal annual elections.

EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL:

The committee's goal is to assist the tribal membership with services who have limited opportunities to travel Oneida reservation or cannot come during the departments normal operating business hours.

**Stipends**

*Per the Boards, Committees, and Commissions law, stipends are set via OBC resolution. BC resolution # 08-12-20-C sets the stipend amounts.*

**Budget Information**

FY-2022 BUDGET: YTD: \$477, 118

FY-2022 EXPENDITURES AS OF END OF REPORTING PERIOD: YTD: \$380, 316

Enter budget utilization information, if needed.

**Requests**

For OBC to designate Trust Enrollment as the department administering GWA distributions.

**Other**

Enter other information, if needed.

Accept the Community Development Planning Committee FY-2022 2nd quarter report

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## Business Committee Agenda Request

**1. Meeting Date Requested:** 05/11/22

**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 checked="" 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 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: Brandon Stevens, Vice-Chairman

Primary Requestor: Brooke Doxtator, BCC Supervisor

Additional Requestor: (Name, Title/Entity)

Additional Requestor: (Name, Title/Entity)

Submitted By: BDOXTAT1

**Community Development Planning Committee**Quarterly Report for FY-2022 2<sup>nd</sup> Quarter

January - March 2022

**CDPC Members**

Brandon Stevens, CDPC Chair  
Daniel Guzman-King, CDPC Vice-Chair  
Kirby Metoxen, CDPC Member

Marie Summers, CDPC Member  
Tehassi Hill, CDPC Member

**Purpose**

To ensure that the Land Use Plan, Comprehensive Plan, Vision Oneida Plan, Housing Plan, all economic development efforts, and land use recommendations are working in coordination with each other to improve the Oneida Tribal community and operations.

**Meetings**

The CDPC meets every 1<sup>st</sup> Thursday of the month at 9 a.m. virtually via Microsoft Teams.

**Activities Summary**

For the 2<sup>nd</sup> quarter of FY-2022, three regular CDPC meetings were held in January, February, and March.

**Highlights****Oneida Nation Burial Grounds**

The Cemetery update was added to Standing Updates in February 2021 as a monthly update to review ground maintenance and utilization report and the cemetery improvement project report. These have been multi-year and multi-phase projects. In order to keep the project moving forward and keep communication up to date the Committee had asked for monthly reports.

In February 2022 it was decided that the Burial Ground maintenance reports would change to a bi-annual reporting schedule.

In March 2022 the committee removed #14-002 Cemetery Improve – Phase IV reporting from the reporting schedule, as this part of the project was completed, and the final invoice was paid on February 8, 2022. In addition, the #21-114 Sacred Burial Expansion report was moved to a quarterly reporting schedule (Jan, Apr, Jul, Oct). The CDC approval package for this project was completed and is being routed to entities for review and comment, it is also scheduled to be on the June 8, 2022, OBC meeting for approval.

### **Bicentennial Project**

Amy Spears, Strategic Planner was assigned as the temporary lead of the Bicentennial Planning Team; since then, Leah Stroobants was hired, and the leadership of the Bicentennial planning team has now been handed over to Marketing and Tourism and will be led by Leah and Michelle Danforth-Anderson. The Strategic Planner will remain on the team as a general member and will aid in facilitation when needed.

The team had determined the commemoration would be held Tuesday, July 18, 2023, to Sunday, July 23, 2023, however, these dates may be changed due to them overlapping with the Indigenous Games.

Next steps include forming a sub-committee for activity planning, determine budget for each activity and recruiting more volunteers.

### **THC Legalization Business Strategy Team update**

There were not updates in the 2<sup>nd</sup> quarter.

### **Market Rate Housing**

This subject centers around discussion on potential uses of Water Circle Place and using OESC Group, LLC or one its subsidiaries like 1822 as the developer and MS2 as the general contractor. This discussion falls in line with BC Resolution 04-08-20-K Appointing Oneida ESC Group, LLC as Nation's General Contractor for Construction Projects.

In January 1822 Land and Development Company of Oneida, LLC presented a development proposal for Water Place Circle with multi-family housing.

In February the Engineering Department provided a status report which included Market Rate Housing Project FAQs and a timeline. The Treasurer and Finance had questions about 1822's development proposal and submitted written comments to the CDPC. The CDPC held a work meeting on March 1, 2022, to discuss Market Rate Housing and the Treasurers/Finance comments further.

In March MS2 presented a proposal for construction services for the market rate housing located at Water Circle Place.

### **Amelia Cornelius Culture Park**

A preview of the Amelia Cornelius Culture Park master plan was presented to the Committee in March.

Accept the Finance Committee FY-2022 2nd quarter report

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## Business Committee Agenda Request

1. Meeting Date Requested: 05/11/22

2. Session:

Open     Executive – must qualify under §107.4-1.

Justification: *Choose or type justification.*

3. Requested Motion:

Accept as information; OR

Accept and or approve the Finance Committee Q2 Report

4. Areas potentially impacted or affected by this request:

Finance

Programs/Services

Law Office

MIS

Gaming/Retail

Boards, Committees, or Commissions

Other: *Describe*

5. Additional attendees needed for this request:

*Name, Title/Entity OR Choose from List*

*Name, Title/Entity OR Choose from List*

*Name, Title/Entity OR Choose from List*

*Name, Title/Entity OR Choose from List*

**6. 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 checked="" 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 type="checkbox"/> Other: <i>Describe</i> |                                                  |                                                 |

**7. Budget Information:**

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

**8. Submission:**

Authorized Sponsor: Tina Danforth, Treasurer

Primary Requestor: Denise J. Vigue, Executive Assistant to the CFO



## FINANCE COMMITTEE

FY22 – Second Quarter Report (Jan. to Mar. 2022)

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**Approved by Official BC Action on:** 7/19/95

**PURPOSE:** The Finance Committee (FC) is a working Sub-Committee of the Oneida Business Committee. Responsibilities include recommending financial decisions related to Nation policies, and oversight /guidance of organizational expenditures in support of the mission, values, and strategic goals of the Oneida Nation.

**WHO WE SERVE:** The FC works with all departments to ensure expenditures of any substantial amount are procured in the most cost effective and fair manner; as established by the processes and procedures of the Purchasing Manual. The FC also serves Oneida Community groups, tribal veterans' groups, local charitable organizations, and Oneida members through Finance Committee Donations and the Oneida Finance Fund.

**FINANCE COMMITTEE MEMBERS:** Members include two BC Council Members Jennifer Webster and Kirby Metoxen; the Treasurer, Cristina Danforth who chairs the meetings; Chief Financial Officer, Larry Barton who acts as the Vice-Chair; Gaming General Manager, Louise Cornelius; Purchasing Director, Patrick Stensloff; and a Community Elder Member (position is currently vacant). Chad Fuss, Assistant Gaming CFO and RaLinda Ninham-Lamberies, Assistant CFO are alternates for the GGM and CFO.

**MEETINGS:** Meetings are held twice a month, on a Monday one week prior to the regularly scheduled BC meetings. Due to the BC Declaration of Public Health State of Emergency relating to the COVID-19 virus/pandemic and the stay at home order, meetings were held virtually. In the 2nd Quarter, the Finance Committee held six regular meetings on: Jan. 3rd, 17th & 31st; Feb. 14th & 28th; and Mar. 14th, 2022. There were no work meetings.

**GOALS:** The three identified goals of the Finance Committee are as follows and will be reviewed and or updated later in FY2022.

1. To support and improve all processes, procedures, laws, budgets, and resolutions that pertain to responsible financial oversight/expenditures for the Nation.
2. Demonstrate consistent community commitment by providing Donations to Not-for-Profits, Veteran's groups, and charitable organizations; and by offering Oneida Finance Funds/Products to the Oneida membership and Oneida community groups.
3. Continue to develop endowments for the Nation in the areas of Language, Land, and Health to sustain funding for these important areas for future generations.

## INTERNAL OPERATIONS/DEPARTMENT ACTIVITIES

In the Second Quarter the Finance Committee reviewed and approved Twenty-Six (26) requests from the organization for a total of \$10,691,216. The requests consisted of FY22 Blanket Purchase Orders, Gaming & Program Capital Expenditures, Independent legal & medical contracts, a government to government agreement and various service contracts.

Informational requests are reported to the Finance Committee to provide transparency within the organization of business activities/procedures; Intergovernmental Agreements; and Reports for and by the FC. In the Second Quarter the FC reviewed Fourteen (14) informational items and internal reports including: FC Monthly Reports; Government to Government Agreements, and Slot Lease and Conversion Games.

## INVESTMENT UPDATES

In the 2nd Quarter there were two investment updates provided at the Mar. 14, 2022 FC meeting by Sage Point Advisor, Scott Webster and by the Chief Financial Officer, Larry Barton.

Scott Webster provided a verbal update on the Executive Contingency Fund as well as the Large Cap Fund that Sage Point manages for the Oneida Nation. Although last year was good for both funds, the current environment with multiple detriments, i.e. rising fuel prices, supply chain delays, and the war in Ukraine is making the whole market volatile; the fed is expected to raise interest rates later this week, which in the long term should assist the market to rebound. More information was provided to the FC from his written summary.

Larry Barton provided a written summary from Northern Trust that he reviewed with the Finance Committee. He echoed Scotts remarks on the volatility issues just seen this last quarter but did note that there was a 13.69% annual return (equated to 5.5 million) for FY2021 in the stocks portfolio while bonds were comparable to their benchmarks for FY2021. The current unrest and economic issues will be an ongoing challenge that will deter the market.

## ONEIDA FINANCE FUND

The Finance Committee reviews Oneida Finance Fund (OFF) requests at their first meeting of each month. The Fiscal Year 2022 funding for use is \$62,992.29. Per the FC Community Fund criteria all approved funding requests represent the following categories:

- 1.) Self-Development;
- 2.) Community Events; and
- 3.) Fundraising activities.

In the Second Quarter the Finance Committee reviewed and approved Twenty (20) OFF funding requests for a total amount approved of \$8,211.60. The OFF Mid-Year balance is \$44,437.69. There were no product requests this quarter. Attached is a listing of Second Quarter requests.

### **FINANCE COMMITTEE DONATIONS**

The Finance Committee reviews Donation requests at their second meeting of each month. The Donation allocation for Fiscal Year 2022 is \$50,000.00. Per the FC Donation criteria all requests approved represent the following categories: Oneida Community Causes; Local Groups (charitable); and Nation Groups (Indian Affiliated). There were two approved Donation requests in the Second Quarter for a total of \$6,000 leaving a Mid-Year balance of \$35,000. One request was from a local group and the other was from a national group. See attached summary.

## FY 2022 Oneida Finance Fund Requests

## SECOND QUARTER REPORT

Q2	Mtg Date	Name of Requester	Req. Category	Title /Description	Req Amount	FC Action
1	1/3/22	Jason Widi	SelfDev-Youth	Behind the Wheel Registration for son	\$ 350.00	Approved
2	1/3/22	Cindy John	SelfDev-Adult	Wisconsin Hypnosis Center - for weight loss	\$ 500.00	Approved
3	1/3/22	Jessica Meristil	SelfDev-Youth	Taekwondo Class fees for son (Jaylin)	\$ 500.00	Approved
4	1/3/22	Jessica Meristil	SelfDev-Youth	Taekwondo Class fees for son (Jonavin)	\$ 500.00	Approved
5	1/3/22	Sherry Skenandore	SelfDev-Youth	1848 Basketball Registration for son	\$ 500.00	Approved
6	1/31/22	Jason Widi	SelfDev-Youth	Boy Scout Outings & Camp for son	\$ 435.00	Approved
7	1/31/22	Steve Skenandore	SelfDev-Adult	Tai Chi Monthly class fees	\$ 500.00	Approved
8	1/31/22	Tonya Webster	SelfDev-Youth	Volleyball Club fees for daughter	\$ 265.50	Approved
9	1/31/22	RaLinda Ninham-Lamberies	SelfDev-Adult	Yoga Loft - Class Fees	\$ 500.00	Approved
10	1/31/22	Michelle Reed	SelfDev-Youth	Blizzard Basketball fees for daughter	\$ 500.00	Approved
11	1/31/22	Jennifer Jordan	SelfDev-Adult	One-on-One Framemaking Beading Lessons	\$ 500.00	Approved
12	2/28/22	Lisa Rauschenbach	SelfDev-Youth	1848 Youth Basketball - AAU Registration fees	\$ 500.00	Approved
13	2/28/22	Nelson Ninham	SelfDev-Youth	Green Bay Fusion LLC - Athletics Class fees	\$ 500.00	Approved
14	2/28/22	Shoney Skenandore	SelfDev-Youth	Youth Golf Tournament fees for daughter	\$ 500.00	Approved
15	2/28/22	Amy Spears	SelfDev-Adult	Starting a New Fruit Orchard Registration fee	\$ 62.00	Approved
16	2/28/22	Evangeline Danforth	SelfDev-Youth	Y.M.C.A. Gymnastic Classes for grandson	\$ 40.00	Approved
17	2/28/22	Lois Stevens	SelfDev-Youth	Wisconsin Purple Aces fees for daughter	\$ 500.00	Approved
18	2/28/22	Jay Martinez	SelfDev-Youth	36U Softball Registration for daughter	\$ 500.00	Approved
19	2/28/22	Constance Danforth	SelfDev-Youth	Y.M.C.A. Basketball Registration for son	\$ 354.89	Approved
20	2/28/22	Constance Danforth	SelfDev-Youth	Green Bay Volleyball Camp Registration for daughter	\$ 204.21	Approved
					\$ 8,211.60	

# Finance Committee Donations

## FY 2022– Allocation & Expenditures

Budgeted Amount - \$50,000.00

### 1st Quarter Requests

	<u>Amount Approved</u>
1. Oneida Apostolic Church	\$3,000.
2. Safe Shelter, Inc.	\$3,000.
3. WWGP – A Safe Place Parking Program	<u>\$3,000.</u>
	\$9,000. Total

**\$41,000. Balance after Q1**

### 2nd Quarter Requests

	<u>Amount Approved</u>
1. Exceptional Equestrians	\$3,000.
2. Feeding America Eastern WI	\$3,000.

**\$35,000. Balance after Q2**

## FINANCE COMMITTEE DONATIONS

### Quarterly Fund Balance by Category

#### FIRST QUARTER DONATIONS

Designations /Percentages	Allocation	Expenditures	Balance
1. Oneida Community Causes - 40%	\$20,000.	\$3,000.	\$17,000.
2. Local Groups (Charitable) - 40%	\$20,000.	\$6,000.	\$14,000.
3. Nat'l Groups (Indian Affil.) - 20%	\$10,000.	0	\$10,000.
	\$50,000.	\$9,000.	\$41,000.

#### SECOND QUARTER DONATIONS

Designations /Percentages	Balance after Q1	Expenditures	Balance
1. Oneida Community Causes – 40%	\$17,000.	0	\$17,000.
2. Local Groups (Charitable) – 40%	\$14,000.	\$3,000.	\$11,000.
3. Nat'l Groups (Indian Affil.) – 20%	\$10,000.	\$3,000.	\$10,000.
	\$41,000.	\$6,000.	\$35,000.

Accept the Legislative Operating Committee FY-2022 2nd quarter report

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## Business Committee Agenda Request

1. **Meeting Date Requested:** 05/11/22

2. **Session:**

Open     Executive – must qualify under §107.4-1.

Justification: *Choose or type justification.*

3. **Requested Motion:**

Accept as information; OR

Accept the Legislative Operating Committee FY22 Second Quarter Report

4. **Areas potentially impacted or affected by this request:**

Finance

Programs/Services

Law Office

MIS

Gaming/Retail

Boards, Committees, or Commissions

Other: Legislative Operating  
Committee

5. **Additional attendees needed for this request:**

*Name, Title/Entity OR Choose from List*

*Name, Title/Entity OR Choose from List*

*Name, Title/Entity OR Choose from List*

*Name, Title/Entity OR Choose from List*

**6. 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 checked="" 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 type="checkbox"/> Other: <i>Describe</i> |                                                  |                                                 |

**7. Budget Information:**

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

**8. Submission:**

Authorized Sponsor: David P. Jordan, Councilman

Primary Requestor: Clorissa N. Santiago, LRO Senior Staff Attorney





Oneida Nation  
 Oneida Business Committee  
 Legislative Operating Committee  
 PO Box 365 • Oneida, WI 54115-0365  
 Oneida-nsn.gov



## Legislative Operating Committee FY2022 Second Quarter Report

Work completed January 1, 2022 – March 31, 2022

Active Files List As of 3/31/2022

Name of Legislation	Development	Public Input	GTC/OBC Consideration or Adoption
Audit Committee Bylaws Amendments	●		
Budget Management and Control Law Amendments	●		
Business Corporations Law	●		
Children’s Code Amendments	●		
Code of Ethics Law Amendments	●		
Community Support Fund Law Amendments	●		
Credit Collections Law Amendments	●		
Drug and Alcohol-Free Law for Elected and Appointed Officials	●		
Early Return to Work Law Emergency Amendments <i>Emerg. Expired 11/12/21</i>	●		
Election Law Emergency Amendments <i>Emerg. Expired 10/28/21</i>	●		
Elder Assistance Program Law	●		
Emergency Management and Homeland Security Law Amendments	●		
Endowments Law	●		
Environmental Review Law	●		
Fire Signs Law	●		
Furlough Law Amendments	●		
GTC Meeting Stipends Payment Policy Emergency Amendments <i>Emerg. Expired 4/8/21</i>	●		
Guardianship Law	●		
Industrial Hemp Law	●		
Investigative Leave Policy Amendments	●		
Law Enforcement Ordinance Amendments	●		
Layoff Policy Amendments	●		
Local Land Use Regulation Reimbursement Policy Repeal	●		
Marijuana Law	●		
Misappropriations of Funds Law	●		
Oneida General Welfare Law	●		
Oneida Higher Education Pandemic Relief Fund Law Emergency Amendments <i>Emerg. Expired 8/24/21</i>	●		
Oneida Land Trust Law	●		
Oneida Nation Arts Board Bylaws Amendments	●		
Oneida Nation Emergency Planning Committee Bylaws	●		
Oneida Nation Gaming Ordinance Amendments <i>Emerg. Expires 5/12/21</i>	●		
Oneida Nation Veterans Affairs Committee Bylaws Amendments	●		

Oneida Personnel Policies and Procedures Amendments <i>Emerg. Expires 5/12/22</i>	
Oneida Worker's Compensation Law Emergency Amendments <i>Emerg. Expires 11/12/21</i>	
Oneida Trust Enrollment Committee Bylaws	
Pandemic Relief Assistance Law <i>Emerg. Expired 5/24/21</i>	
Pardon and Forgiveness Law Emergency Amendments <i>Emerg. Expires 4/28/22</i>	
Pardon and Forgiveness Screening Committee Bylaws Amendments	
Public Peace Law	
Real Property Law Amendments	
Recycling and Solid Waste Disposal Law Amendments	
Sanctions and Penalties Law	
Taxation Law	
Traffic Law	
Tribal Sovereignty in Data Research Law	
Wellness Court Law	
Workplace Violence Law Amendments	

### Legislative Operating Committee Action on Legislative Requests

During the FY22 Second Quarter the Legislative Operating Committee added two (2) legislative items to its Active Files List. No requests were denied during the FY22 Second Quarter.

#### *Items Added to the Active Files List by the Legislative Operating Committee*

On February 16, 2022, the Legislative Operating Committee added the Oneida Nation Veterans Affairs Committee bylaws amendments to its Active Files List.

Then on March 16, 2022, the Legislative Operating Committee added the Oneida Nation Emergency Planning Committee bylaws amendments to its Active Files List.

### FY21 Second Quarter Legislative Accomplishments

The Legislative Operating Committee brought forward the following legislation for adoption or amendment during the FY22 Second Quarter:

#### **Furlough Law Amendments**

The purpose of the Furlough law is to enable the Nation to implement a furlough as a tool to remedy an operating deficit when a decrease or lapse of revenue or funding and/or any other budget situation warranting an unpaid leave is identified. [2 O.C. 205.1-1; 2 O.C. 205.1-2]. The amendments to the Furlough law:

- Incorporated Indian preference into the Law and require that it be applied to the Nation's furlough programs in accordance therewith [2 O.C. 205.1-1(c)];
- Added priority levels to govern the order for placing into furlough status and recalling back to work those employees who remain after the application of Indian preference [2 O.C. 205.7-3];
- Clarified the process for preparing, initiating and implementing a furlough program by, in pertinent part:

- Setting conditions and clear procedures, as well as express prohibitions, for when and how a furlough program may be initiated by the OBC [2 O.C. 205.5];
- Setting conditions and clear procedures for how a furlough program will be implemented by the Nation, once initiated [2 O.C. 205.6]; and
- Assigning responsibilities to specific persons/entities for carrying out certain activities in accordance with the Law [2 O.C. 205.10].
- Required that a furlough be initiated as either an emergency or administrative program and then carried out in accordance therewith [2 O.C. 205.6-3];
- Allow the OBC to establish an ad hoc committee, made up of employees of the Nation, to assist in the implementation of a furlough program [2 O.C. 205.6-2]; and
- Added more due process to the Law by:
  - Specifying how notice must be provided to employees of the Nation who are subject to a furlough program [2 O.C. 205.6-3];
  - Requiring the Human Resources Department to add training on Indian preference to its employee orientation program that includes, at a minimum:
    - The history behind Indian preference, including the role the Bureau of Indian Affairs (“BIA”) had in its development;
    - The Indian Self-Determination and Education Assistance Act of 1975, as well as the exception to Title VII of the Civil Rights Act of 1964 for Indian preference; and
    - Examples of how Indian preference would apply to a furlough program using methods such as hypotheticals and charting [2 O.C. 205.4-4].
  - Requiring Direct Report Level positions/supervisors, who are responsible under the Law for carrying out some or all of a furlough program, to undergo training on the application of the Law every two (2) years [2 O.C. 205.10-1]; and
  - Broadening the scope of claims that an employee placed in furlough status can bring on appeal under the Law [2 O.C. 205.11].

The LOC developed the amendments to the Law through collaboration with representatives from the Human Resources Department, General Manager – Retail, Employee Relations Department and Gaming Employee Services. The LOC held sixteen (16) work meetings on the development of this Law.

The Oneida Business Committee adopted the amendments to the Furlough law on February 9, 2020, through the adoption of resolution BC-02-09-22-A.

### **FY22 Second Quarter Administrative Accomplishments**

The Legislative Operating Committee did not bring forward any administrative items during the FY22 Second Quarter.

### **FY22 Second Quarter Legislative Highlights**

The Legislative Operating Committee would like to highlight its work on the following legislative items during the FY22 Second Quarter:

#### **Budget Management and Control Law Amendments**

The Legislative Operating Committee held five (5) work meetings during the FY22 Second Quarter on the development of amendments to the Budget Management and Control law. The work meetings were held in collaboration with the Assistant Chief Financial Officer and Budget Analyst. The public comment period for the proposed amendments to the Budget Management and Control law was held open until February 2, 2022, for the submission of written comments. One (1) submission of written comments was received during the public comment period. On February 16, 2022, the Legislative Operating Committee accepted the public comments and the public comment review memorandum and deferred these items to a work meeting for further consideration. The Legislative Operating Committee then reviewed and considered the public comments received that same day. On March 16, 2022, the Legislative Operating Committee accepted the updated public comment review memorandum, approve the updated draft and legislative analysis with noted change to section 121.8-2 of the Law, and approved the fiscal impact statement request memorandum and forwarded to the Finance Department directing that a fiscal impact statement be prepared and submitted to the LOC by April 14, 2022.

### **Children’s Code Amendments**

The Legislative Operating Committee held one (1) work meeting during the FY22 Second Quarter on the proposed amendments to the Children’s Code. The work meeting was held in collaboration with the Oneida Law Office.

### **Elder Assistance Program Law**

The Legislative Operating Committee held seven (7) work meetings during the FY22 Second Quarter on the proposed Elder Assistance Program law. These work meeting were held in collaboration with the Oneida Law Office, Trust Enrollments Department, Chief Financial Officer, Oneida Trust Enrollment Committee, and Oneida Business Committee. On March 2, 2022, the Legislative Operating Committee accepted the draft of the Elder Assistance Program law and deferred to a work meeting for further discussion. Then on March 16, 2022, the Legislative Operating Committee approved the updated draft of the Elder Assistance Program law and directed that a legislative analysis be developed.

### **Law Enforcement Ordinance Amendments**

The Legislative Operating Committee held one (1) work meetings during the FY22 Second Quarter on the proposed amendments to the Law Enforcement Ordinance. This work meeting was held in collaboration with the Oneida Police Commission.

### **Oneida Nation Gaming Ordinance Amendments**

The Legislative Operating Committee held two (2) work meetings during the FY22 Second Quarter on the amendments to the Oneida Nation Gaming Ordinance (ONGO). The work meetings were held in collaboration with the Oneida Police Commission. On March 16, 2022, the Legislative Operating Committee approved the draft and legislative analysis of the amendments to ONGO and directed that a public comment period be held open for the proposed amendments to ONGO until April 13, 2022.

### **Oneida Personnel Policies and Procedures Emergency Amendments**

The Legislative Operating Committee held two (2) work meetings during the FY22 Second Quarter on the permanent amendments to the Oneida Personnel Policies and Procedures. The work meetings were held in collaboration with the Human Resources Department.

### **Healing to Wellness Court Law**

The Legislative Operating Committee held four (4) work meetings during the FY22 Second Quarter on the Healing to Wellness Court law. The work meetings were held in collaboration with the Oneida Nation Trial Court, Wellness Court Coordinator, and Oneida Police Department. On February 16, 2022, the Legislative Operating Committee approved the draft of the Healing to Wellness Court law and directed that a legislative analysis be developed. On March 16, 2022, the Legislative Operating Committee approved the legislative analysis for the Healing to Wellness Court law.

### **FY22 Second Quarter Legislative Operating Committee Meetings**

Typically, all Legislative Operating Committee meetings are open to the public and held on the first and third Wednesday of each month, at 9:00 a.m. in the Norbert Hill Center's Business Committee Conference Room.

Due to the COVID-19 pandemic and the Nation's Public Health State of Emergency, the Legislative Operating Committee meetings were closed to the public during the FY22 Second Quarter. Oneida Business Committee resolution BC-12-08-21-B, *Updating Public Gathering Guidelines during Public Health State of Emergency - COVID-19*, requires that Legislative Operating Committee meetings be closed to the public due to the Nation's Public Health State of Emergency when the following conditions cannot be met:

- When COVID-19 Case Activity rates are at or below low in Brown and Outagamie Counties, or the county in which the activity is being held, as identified on the Wisconsin Department of Health Services website for the most recent period.
- When COVID-19 Percent Positive rates are at or below low in Brown and Outagamie Counties, or the county in which the activity is being held, as identified on the Wisconsin Department of Health Services website for the most recent period.
- When COVID-19 Community Transmission Rates by ZIP Code Tabulation Area are at or below low in ZIP Codes 54155, 54301, 54302 and 54303, or the ZIP Code in which the activity is being held, as identified on the Wisconsin Department of Health Services website for the most recent period.

Employees of the Nation are provided the opportunity to attend the Legislative Operating Committee meeting through Microsoft Teams. An audio recording of the Legislative Operating Committee meeting is made available on the Nation's website after the meeting concludes. Any non-employee who would like to access the Legislative Operating Committee meeting through Microsoft Teams can provide their name, phone number or e-mail address to [LOC@oneidanation.org](mailto:LOC@oneidanation.org) by the close of business the day before a meeting of the Legislative Operating Committee to receive the link to the Microsoft Teams meeting. Additionally, any individual who has comments or questions regarding open session items on a Legislative Operating Committee meeting agenda may submit the comments or questions to [LOC@oneidanation.org](mailto:LOC@oneidanation.org) no later than the close of business the day prior to any Legislative Operating Committee meeting. Any

comments received are noticed to the Legislative Operating Committee.

The Legislative Operating Committee held the following meetings during the FY22 Second Quarter:

- January 19, 2022 – Regular meeting;
- February 2, 2022 – Regular meeting;
- February 16, 2022 – Regular meeting;
- March 2, 2022 – Regular meeting;
- March 16, 2022 – Regular meeting.

The January 5, 2022, Legislative Operating Committee meeting was canceled.

### Goals for FY22 Third Quarter

During the FY22 Third Quarter the Legislative Operating Committee will focus its legislative efforts on the following matters:

1. Adoption of the Budget Management and Control law;
2. Adoption of the amendments to the Oneida Nation Gaming Ordinance;
3. Extension of emergency amendments to the Oneida Personnel Policies and Procedures;
4. Public meeting for the amendments to the Children’s Code;
5. Public meeting for the Healing to Wellness Court law; and
6. Public meeting for the Elder Assistance Program law.

### Legislative Reference Office

The Legislative Reference Office’s mission is to provide support for the Legislative Operating Committee in developing clear and consistent legislation that reflects the Nation’s values, builds upon the Nation’s strong foundation, and reaffirms our inherent sovereignty. During the FY22 Second Quarter the Legislative Reference Office was staffed by the following individuals:

- Clorissa N. Santiago, Senior Legislative Staff Attorney;
- Kristen Hooker, Legislative Staff Attorney; and
- Carmen Vanlanen, Legislative Analyst.

### Legislative Operating Committee Contact Information

Feel free to contact the LOC at [LOC@oneidanation.org](mailto:LOC@oneidanation.org) with any questions or comments, or individual LOC members at the following:

- David Jordan, LOC Chairman  
[djordan1@oneidanation.org](mailto:djordan1@oneidanation.org)
- Kirby Metoxen, LOC Vice-Chairman  
[kmetox@oneidanation.org](mailto:kmetox@oneidanation.org)
- Jennifer Webster, LOC Member  
[jwebstel@oneidanation.org](mailto:jwebstel@oneidanation.org)
- Daniel Guzman King, LOC Member  
[dguzman@oneidanation.org](mailto:dguzman@oneidanation.org)
- Marie Summers, LOC Member  
[esummer1@oneidanation.org](mailto:esummer1@oneidanation.org)





Accept the Quality of Life Committee FY-2022 2nd quarter report

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## Business Committee Agenda Request

**1. Meeting Date Requested:** 05/11/22

**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 checked="" 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 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: Marie Summers, Councilwoman

Primary Requestor: Brooke Doxtator, BCC Supervisor

Additional Requestor: (Name, Title/Entity)

Additional Requestor: (Name, Title/Entity)

Submitted By: BDOXTAT1





## Quality of Life (QOL) Committee

### FY-2022 2nd Quarter Report (January - March)

#### **PURPOSE**

The Quality of Life Committee is standing committee of the Oneida Business Committee that will have oversight of health, wellness, and social issues of the following areas of the Nation: Language, Culture, Health, Environmental Issues, Housing and Food Security and Sovereignty.

#### **COMMITTEE MEMBERS**

Councilwoman Marie Summers, Quality of Life Committee Chair  
Councilman Daniel Guzman-King, Quality of Life Committee Vice Chair  
Vice-Chairman Brandon Stevens, Quality of Life Committee Member  
Chairman Tehassi Hill, Quality of Life Committee Member

Other partners include: General Manager, Oneida Police Department, Division Directors, other senior leaders, and their staff.

#### **MEETINGS**

Quality of Life Committee meetings are held on the third Thursday of every month starting at 9:00 a.m. Meetings in the 2nd quarter were held in January, February, and March.

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### *ACTIVITIES SUMMARY*

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#### **1. Environmental Issues**

New reporting will be on the Non-Point Clean Water Initiative. Next steps still have to be determined. They will be reviewing the Oneida Reservation Water Quality Improvement Goals. The long-term goals included Trout Creek Cooper to Cooper, Duck Creek Ridge to Ridge and reduce phosphorus run-off.

#### **2. Food Sovereignty**

This was previously the Food Security project, that project has been completed and they are now establishing the Food Sovereignty project. The tasks/goals of this project: 1. is to create a food system that is adaptable, resilient, and responsive to community needs, 2. recognize our food systems as being an integral part of comprehensive health and wellness in our community 3. strengthen and expand the community food system network, increasing production, and 4. making it more efficient, and serving as a model for other tribal nations in their food sovereignty efforts.

### **3. Tribal Action Plan (TAP)**

TAP staff will continue to meet with subcommittees to start working on the objectives for each goal for the TAP.

They are working with Oneida Behavioral Health on a contract with the Green Bay Comprehensive Treatment Center so they can do Medically Assisted Treatment (MAT) presentations.

TAP is collaborating with the Oneida Chapter of the Wisconsin Indigenous Riders with planning a MMIW and Opioid awareness ride in June.

TAP is continuously working on applying for grants, planning community events for youth and adults, and other outreach. They are also working on a communication plan and updating their website. In addition, they are working on banners with OPD for the community sites.

### **4. Recreation Integration**

The staff continue working with Cultural Heritage to implement traditional activities and teachings into the curriculum. In addition, they are learning the pronunciation and meanings of the Core Values which will replace the six (6) Pillars of character development.

They held interviews for the last four (4) Rec Specialists in February. If able to fill all the positions they may be able to open County H.

Next steps include: 1. Develop Summer Program curriculum. 2. Work with Cultural Heritage to incorporate Oneida Culture into all programming and activities. 3. Open County H.

### **5. Zero Suicide**

Safe Care Pathway (SCP) / Suicide Screening - Many of the Oneida Behavioral Health (OBH) clinical sessions are now conducted virtually via MS Teams. All patients at OBH are screened for suicidal ideation at each meeting using the Columbia-Suicide Severity Rating Scale (C-SSRS).

The Behavioral Health Consultant (BHC) is fully embedded at Oneida Comprehensive Health Center.

As of January 6, 2022, the BHC provided services to 59 patients at OCHC. Patients received referrals to traditional mental health therapy as needed.

Next steps include: 1. Refine workflow with integration of OBH into primary care with assessing and making referrals to OBH Safe Care Pathway. 2. Hire and train additional SCP therapist(s) to be able to work with more clients who need services. At this time, they cannot take internal referrals due to high demands from Intakes and post hospitalization. Will probably need two (2) more, then assess numbers being served. 3. Schedule and complete additional training using Central Worklist for SCP involved providers. Supervisors and involved Team members can assign tasks/share information among staff and other departments who also work with SCP clients. Triage training in central worklist and access will be important next step to complete.

## **6. Cultural Heritage**

Oneida Cultural Heritage is in the process of implementing a new structure and organization which includes three (3) Clan Managers and replacing the Cultural Wellness area with Traditional Healing.

A Traditional Healer was hired and started in February. They will be working on the Apprentice job description and requirements for standard operating procedures.

Next steps include: 1. Post the Clan Manager positions. 2. Create Apprentice positions and post. (One (1) for Traditional Healer and two (2) for Cultural Advisor) 3. Reorganize the departments and positions that will report to a specific Clan Manager.

## **7. Wellness Council**

Due to a position transition and the attention of this area directed to COVID-19, the Wellness Council has been put on hold.

### **REQUESTED ACTION:**

Accept the Quality of Life Committee FY-2022 2nd quarter report.

Accept the Oneida Youth Leadership Institute FY-2022 2nd quarter report

---

## Business Committee Agenda Request

**1. Meeting Date Requested:** 05/11/22

**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 checked="" 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 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: Mark W. Powless, General Manager

Primary Requestor: Brooke Doxtator, BCC Supervisor

Additional Requestor: (Name, Title/Entity)

Additional Requestor: (Name, Title/Entity)

Submitted By: BDOXTAT1

# 2022 2nd Quarter Report

For Boards, Committees, and Commissions (BCCs)

Approved by official entity action on:

Submitted by: Cheryl Stevens

OBC Liaison: Lisa Liggins (Alternates: Tina Danforth and Daniel Guzman)

Oneida Youth Leadership Institute

## **Purpose: Overall Outcome/Goal**

### **Oneida Youth Leadership Institute Mission Statement:**

Investing in the development of our youth to enhance nation building by learning from our past, embracing our present, and leaving a legacy for the future.

The Oneida Youth Leadership Institute is a tax-deductible 7871 entity of the Oneida Nation actively planning for the 7th generation by providing opportunities, initiatives, and trainings that can help inspire our Native youth to become strong, progressive leaders. The Youth Leadership Institute will foster youth growth and development in the following areas:

- Tradition Heritage/Culture
- Citizen Engagement
- Academic Excellence
- Networking
- Healthy Minds/Healthy Bodies
- Leadership
- Entrepreneurship

### **BCC Members**

Melissa Metoxen

Board Member

June 2021

Marlon Skenandore

Board Member

June 2023

Elijah Metoxen

Board Member

June 2021

Jeff House

Board Member

Extended

Margaret Ellis

Treasurer

Extended

Paul Ninham

Board Member

June 2023

Aliskwet (Cheryl) Ellis

Board Member

May 2024

**Substantiated Complaints (if applicable)**

Per § 105.12-4.(a) of the Boards, Committees and Commissions law, annual and semi-annual reports shall contain information on the number of substantiated complaints against all members of the entity.

Per § 105.3-1.(q) a "Substantiated complaint" means a complaint or allegation in a complaint that was found to be valid by clear and convincing evidence.

NUMBER OF SUBSTANTIATED COMPLAINTS: No complaints received

**Meetings**

Open meetings every 3<sup>rd</sup> Thursday on the Month. We have only had one meeting since the Pandemic and the on-going "Declaration of Public Health State of Emergency" within the Nation began. We hope to have a meeting soon to discuss our plans. Due to my current workload I have not had time to meet.

Emergency Meetings: None

**Contact Info**

CONTACT: Cheryl Stevens  
 TITLE: Executive Manager  
 PHONE NUMBER: 920-496-7331  
 E-MAIL: cstevens@oneidanation.org  
 MAIN WEBSITE: <http://oneidayouthleadership.org/>

**Status report of Three-Year Outcomes/Goals**

**Incorporate Good Governance Principles to: 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**

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Outcome/Goal # 1

To provide administrative and fundraising support to youth organizations that will bring additional insights and funding opportunities from the non-profit aspect of fundraising.

IS THIS A LONG-TERM OR QUARTERLY GOAL? \_\_\_\_\_ *Long-term*

**GOOD GOVERNANCE PRINCIPLE:**

*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*

HOW OUTCOME/GOAL SUPPORTS THE GOOD GOVERNANCE PRINCIPLE:

The Oneida Youth Leadership Institute is a tax-deductible 7871 entity of the Oneida Nation actively planning for the 7th generation by providing opportunities, initiatives, and trainings that can help inspire our Native youth to become strong, progressive leaders. The Youth Leadership Institute assists youth organizations and programs to foster traditional culture; healthy minds & bodies; community engagement; leadership enhancement; academic excellence; entrepreneurship; and networking. The Oneida Youth Leadership Institute (OYLI) is fully engaged with the community as we are a community tool for tax-exempt fundraising efforts. We provide enhanced services to groups seeking to fundraise for youth activities/events and assist in the development of initiatives that will create leadership qualities in our youth. A 5% administrative fee of all fundraising/donations is charged for any operating costs as well as internal fundraising for the program. We have both the internal Accounting Dept. accounting and auditing process to follow as well as the process and auditing of the Bay Bank, in which our accounts are held.

ACCOMPLISHMENTS REGARDING THE OUTCOME/GOAL:

We have assisted with fundraising efforts of 10 various youth groups and over 100 community youth thus far in various venues such as traditions and culture, 4H entrepreneur activities, and health and wellness, while building leadership qualities within the youth participants. However, this past year couple of years have been stricken with the Covid-19 pandemic. And with the fact that we work with youth and youth programs, all activity has been halted until further notice. Also, the current Board members are all volunteer. Therefore, with the shortage of staff/resources, and higher workloads, the Board has not met since the shutdown, however we do plan on meeting this month.

EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL:

The OYLI had been assisting community youth groups raise money as a tax-exempt fundraising entity and hopes to continue this effort soon. Once we are able, we will resume fundraising activities as well as expand OYLI programming. As mentioned, we are planning to resume our monthly meetings starting in June. The Indigenous Games will hopefully return in 2023. That means that the Native American Indigenous Game coordination and fundraising will soon begin again for this year. Due to the current Covid conditions, this may be pushed back to this summer. Once they begin to fundraise, we will continue to manage their account. We have condensed our Bay Bank accounts to 2 accounts as all groups except one no longer utilize OYLI for fundraising at this time.

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## Outcome/Goal # 2

Provide open communication to the Nation and community to assure access to updated information. on skills training will also be required of all staff so that we can provide the utmost best customer service to our clientele.

IS THIS A LONG-TERM OR QUARTERLY GOAL? Long-term



GOOD GOVERNANCE PRINCIPLE:

*Transparency - Open communication about actions taken and decisions made ensuring access to information is clear*

HOW OUTCOME/GOAL SUPPORTS THE GOOD GOVERNANCE PRINCIPLE:

We advertise in the Kalihwisaks and on the Oneida Nation website. Once able, communication skills training will also be required of all board members so that we can provide the utmost best customer service to our clientele. We have two current members terms ended and will have been extended.

ACCOMPLISHMENTS REGARDING THE OUTCOME/GOAL:

We currently have a website that provides for on-line donations however, with the pandemic, we have no activity therefore there is currently nothing to update. We use the DonorPerfect software for all on-line donations, a donor management system for reporting, client data, and gift processing We will plan to work with MIS to develop a true database of our accounts.

EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL:

Our hope was to have a fully functioning website, Facebook page, and online data system in place for smoother donation practices and open communication. These efforts have been pushed back due to the pandemic and current restrictions as well as fulltime workload being increased. This Pandemic has put a hold on much of our work, as many of the board members have fulltime jobs and due to the staff shortages and time off from work, it has been difficult to continue our efforts at this time as OYLI is not an urgent or essential need at this time.

**Stipends**

*Per the Boards, Committees, and Commissions law, stipends are set via OBC resolution. BC resolution # 05-08-19-B sets the stipend amounts.*

**Budget Information**

FY-2022 BUDGET:

**\$0 – no stipends have ever been given**

FY-2022 EXPENDITURES AS OF END OF REPORTING

PERIOD:

**\$0 – no expenditures for this past quarter**

**Requests**

We currently have a full board however we have a few Board Members that wish to step down from the board. They have agreed to have their terms be extended until we get additional board member applicants and/or members.

**Other - None**