
Appellate Court

Sandra Orie,

Appellant

Docket No. 03-AC-010

vs.

Oneida Nation School Board,

Respondent

Date: January 19, 2004

Final Opinion

This petition has come before the Oneida Appeals Commission Appellate Court. Judicial Officers Stanley R. Webster, Anthony Benson, Linda Cornelius, Janice L. McLester and Winnifred L. Thomas presiding.

I. Background

This appeal is about an employment contract between Sandra Orie, Appellant and the Oneida Nation School Board, Respondent. The Oneida Nation School Board hired Sandra Orie to the position of District Administrator for the 2000-2001 school year. The contract was signed on July 25, 2000 by Ms. Orie, and on July 27, 2000 by Shirley Hill, School Board Chairperson. Ms. Orie sought payment for overtime amounting to approximately 300 hours during the 2000-2001 school year. On May 17, 2002, the Appellate Court remanded this matter to the Oneida Nation School Board for a hearing. The Oneida Nation School Board, in accordance with its Memorandum of Agreement with the Oneida Business Committee, appointed an original hearing body consisting of three School Board members, two members of the Oneida Personnel Commission, and one Personnel Relations Officer. A hearing was held on September 11, 2002. On September 18, the hearing body requested Ms. Orie to provide any additional information not submitted during the hearing. The hearing body also requested the Oneida Nation School System to provide any communication they had with Ms. Orie during the 2000-2001 school year. The hearing body reconvened on September 23, 2002 to review documents from the Oneida Nation School System. The hearing body reconvened on October 8, 2002 to review a conflict of interest complaint, and additional documents filed. The hearing body found there was no conflict for members of the Oneida Nation School Board to serve on the panel conducting the hearing. The hearing body found the additional documents did not support Ms. Orie's claim. On February 26, 2003, the hearing body reconvened to consider all documents pertinent to Ms. Orie's claim. The hearing body found Ms. Orie failed to substantiate her claim, or show that additional duties were assigned by the Board, per Section II of the Contract: *Section II (C) Additional Duties In addition to the foregoing duties, the Administrator shall do other work as may be required of him/her . . . by the Board or its designee. . .* On February 27, 2003, the hearing body denied Ms. Orie's request for additional overtime payment. The decision was signed by the Personnel Relations Officer officer on February 28, 2003.

This appellate case originated on March 7, 2003, when the Appellant filed two motions: (1) Motion for Summary Judgement; and (2) Motion for Enforcement, with the Clerk of Court of the Oneida

Appeals Commission. The Initial Review Body reviewed the motions and denied the Motion for Summary Judgement, finding that there were disputed facts that prevented a summary judgement. The Motion for Enforcement had been filed because the Respondent had not completed a written decision after the hearing. This issue became moot when the Respondent submitted its final written decision. The Motion was therefore denied. However, the Initial Review Body liberally construed the Motion for Enforcement and found that the Appellant was appealing the hearing body decision of February 28, 2003. Therefore the Initial Review Body treated the Motion for Enforcement as a request for appeal. The Initial Review Body found that the Motion for Enforcement sufficiently alleged that the decision was arbitrary and/or capricious under Rule 9(D) of the Rules of Appellate Procedure. Docket No. 02-AC-012 was closed. The Appellant filed a Notice of Appeal on April 7, 2003 and assigned Docket No. 03-AC-010.

The Appellant seeks reversal of the School Board hearing body's decision, and a fair hearing on her request for compensation for approximately 300 hours of overtime performed by the Appellant during the 2000-2001 school year.

II. Issues

1. Is the February 28, 2003 decision arbitrary or capricious?
2. Did the Respondent breach the contract in denying the Appellant additional compensation for duties performed by the Appellant?

III. Analysis

The standard of review for any decision alleged to be arbitrary is to determine whether a rationale or other basis for the decision is presented in the final decision. The question is whether the appellate court can determine why the decision has been rendered. If analysis is present, then the decision cannot be reasonably found to be arbitrary. As such, the decision presented to this appellate court is not arbitrary. The hearing body did a review of the Appellant's claims and found that she was not entitled to additional compensation under the terms of the employment contract because no such duties were directly requested or authorized by the Respondent.

Appellant asserts that the Oneida Administrative Procedures Act §X(E)(1), amended to Oneida Code of Laws, Chapter 1 Administrative Procedures Act, 1.10-1.(e)(1)⁸ provides for compensatory and punitive damages where appropriate for a violator or person in non-compliance with tribal law. Although the Appellant mentions tribal law, the Appellant makes no reference to a specific tribal law. If the law referred to is Section 1.10-1.(e)(1) of the Administrative Procedure Act, the Act does say *a tribal law*, but the reference to *a tribal law* does not mean the Administrative Procedure Act itself is the specific tribal law referenced in the Act. The Act, by reference, implies a broad spectrum of tribal laws, any of which could be the tribal law that a violator or person may be in non-

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Oneida Code, Chapter 1 Administrative Procedures Act, 1.10-1.(e) Orders, Fines, Penalties, and Judgements

(1) An order directing a violator or person in non-compliance of/with a tribal law or regulation to pay for actual damages as well as punitive damages.

compliance with. The Act itself could be the tribal law if the Act is cited as that specific tribal law. It isn't. The Appellant argues non-compliance of the Contract.

Appellant's primary argument goes to Section II. C⁹ of the Oneida Nation School System District Administrator Contract. Presumably, the law in question is contract law or principles of contract law as adopted by the Oneida Tribe via its legislature or the judiciary in the absence of a legislative adoption of contract law.

Appellant claims that the original hearing body's decision fails to uphold the Administrator's contract for compensation for additional duties performed, and, the Administrator's Contract does not require an addendum for additional duties performed.

Exempt or salaried employees, such as the District Administrator, work as many hours as it takes to do the job contracted for. The Appellant seeks payment for 300 hours overtime accrued during the 2000-2001 school year, equaling compensatory and punitive damages totaling \$30,000 - \$45,000 allegedly owed under Oneida law. Other than the District Administrator Contract, no law is referenced by the Appellant, and there is no clear evidence presented that show the overtime hours were accrued because of additional duties, rather than just for completing those duties required in the contract.

On February 27, 2003, the hearing body appointed by the Oneida Nation School Board denied Appellant's claim for payment of 300 hours overtime. Appellant claims Oneida Nation School Board is party to the contract, and therefore has a conflict of interest, and is biased. After reading the documentation from the Oneida Nation School Board hearing, the appellate court has found no indication of conflict or bias, and believes the School Board provided the Appellant with a fair hearing.

The hearing body was composed of members of the School Board, the Personnel Commission and a Personnel Relations Officer. As such, while the Appellant could raise a reasonable perception of conflict of interest for School Board members in so far as they might have an interest in minimizing the salary due to the Appellant, any such conflict is balanced by the remaining members of the hearing body. Those not of the School Board have no interest in anything other than providing a fair hearing and an impartial review of the Appellant's claim. There is no evidence that the original hearing body did not fulfill this duty, and it is unlikely that the School Board members would have been persuasive to the point of defeating their impartiality.

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Oneida Nation School System District Administrator Contract II.

C. Additional Duties. In addition to the foregoing duties, the Administrator shall do other work as may be required of him/her from time to time by the Board or its designee. The Administrator will be compensated for performance of additional duties during the school calendar year at an hourly rate equivalent to that which the Administrator would ordinarily earn under terms of this contract, subject to funding. Additional duties performed outside the school year will be compensated in the form of a daily stipend, at the usual Administrator stipend rate. Co-curricular contract, such as advisory positions, will be attached to this contract as addenda.

The Appellant, as an exempt employee, suffers from a presumption against additional compensation. She is not entitled to overtime as an hourly employee would be. The job description for her position lists her as an exempt employee, and the Oneida Personnel Policies and Procedures prohibit overtime pay for such employees.¹⁰ The argument presented by the Appellant is that she performed work not normally considered in her contract, and that this additional work falls under what is labeled “Additional Duties” in her contract. If it could be shown that the circumstances of the contract had been met, then she would have a valid claim under the employment contract.

However, the Appellant failed to show that the additional duties performed were performed “as required” by the School Board. The additional duties were not sufficiently detailed by the Appellant to show that they did not fall under the scope of her duties as the Administrator. The Appellant should have raised the issue of added compensation for performance of duties above and beyond the scope of her contract as the performance occurred. Raising the issue of three hundred alleged extra hours of work after the work is completed, without supporting documentation, requests or ratification by the School Board, or other relevant information, cannot overcome the presumption against what amounts to overtime payment for an exempt employee.

The Appellant argued in part that she did not receive a fair hearing because she did not receive documents as part of discovery. These documents were eventually submitted and included reports submitted by the Appellant and meeting minutes for the Respondent. They do not support the Appellant’s claim. At most, they highlight the Appellant’s report that she was taking on additional duties, but there is no indication that the Respondent asked for, or approved, such action. Nor is there any distinction between the Appellant’s normal duties as District Administrator and those duties she asserts that she performed.

IV. Decision

The decision of the hearing body is not arbitrary and /or capricious. The Respondent did not breach the Additional Duties section of the contract because the duties performed by the Appellant were not shown to have been either requested or approved by the School Board, nor were they shown to be beyond the scope of the Appellant’s duties under the contract.

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Oneida Personnel Policies and Procedures IV.A.3.f. - exempt employees are not eligible for overtime