

# Oneida Nation

Post Office Box 365

Phone: (920)869-2214



Oneida, WI 54155

## **BC Meeting Materials August 17, 2017**

### **Open Session**

### **CERTIFICATION**

I, the undersigned, as Secretary of the Oneida Business Committee, hereby certify that the following 32 pages are the Open Session meeting materials presented at a meeting duly called, noticed and held on the 17<sup>th</sup> day of August, 2017.

A handwritten signature in blue ink that reads "Lisa Summers". The signature is written in a cursive style and is positioned above a horizontal line.

Lisa Summers, Tribal Secretary  
Oneida Business Committee



## **Oneida Business Committee**

**Special Meeting**  
**5:00 p.m. Thursday, August 17, 2017**  
**BC Conference Room, 2<sup>nd</sup> floor, Norbert Hill Center**

### **Agenda**

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To get a copy of the agenda, go to: [oneida-nsn.gov/government/business-committee/agendas-packets/](http://oneida-nsn.gov/government/business-committee/agendas-packets/)

#### **I. CALL TO ORDER AND ROLL CALL**

#### **II. OPENING**

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

#### **IV. OATHS OF OFFICE**

- A. GTC Legal Advocates** - Tsyoslake House and Wesley Martin, Jr.  
**Land Commission** - Rae Skenandore, Julie Barton, and Jennifer L. Hill  
**Oneida Commission on Aging** - Dellora Cornelius, Cristina Danforth, Geno Danforth  
**Trust Enrollment Committee** - Elaine Skenandore-Cornelius and Barbara Webster  
**Oneida Land Claims Commission** - Sheila Shawanokasic  
**Oneida Election Board** - Tina Skenandore, Pa Lassila, and Chrissy Liggins  
**Oneida School Board** - Rhiannon Metoxen and Melinda J. Danforth  
Sponsor: Lisa Summers, Tribal Secretary

#### **V. NEW BUSINESS**

- A. Add Oaths of Office for remaining officials to the August 30, 2017, special OBC meeting agenda**  
Sponsor: Lisa Summers, Tribal Secretary
- B. Approve FranklinCovey Client Sales Inc. - All Access Pass License Agreement - file # 2017-0625**  
Sponsor: Geraldine Danforth, Area Manager/Human Resources

**VI. ADJOURN**

Posted on the Oneida Nation's official website, [www.oneida-nsn.gov](http://www.oneida-nsn.gov), at 3:30 p.m., Monday, August 14, 2017, pursuant to the Open Records and Open Meetings Law, section 7.17-1.

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

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

### Oneida Business Committee Agenda Request

1. Meeting Date Requested: 08 / 17 / 17

**2. General Information:**

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

Agenda Header:

Accept as Information only

Action - please describe:

Administer Oaths of Office for Boards, Committees, and Commissions from the 2017 General Election

**3. Supporting Materials**

Report  Resolution  Contract

Other:

1. <input type="text" value="List of Oaths"/>	3. <input type="text"/>
2. <input type="text"/>	4. <input type="text"/>

Business Committee signature required

**4. Budget Information**

Budgeted - Tribal Contribution  Budgeted - Grant Funded  Unbudgeted

**5. Submission**

Authorized Sponsor / Liaison:

Primary Requestor/Submitter: Requestor: Steve Webster, Area Manager/Records Management  
Your Name, Title / Dept. or Tribal Member

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

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

GTC Legal Advocates

Tsyoslake House  
Wesley Martin, Jr.

Land Commission

Rae Skenandore  
Julie Barton  
Jennifer L. Hill

ONCOA

Dellora Cornelius  
Cristina Danforth  
Geno Danforth

Trust Enrollment Committee

Elaine Skenandore-Cornelius  
Barbara Webster

Oneida Land Claims Commission

Sheila Shawanokasic

Oneida Election Board

Tina Skenandore  
Pat Lassila  
Chrissy Liggins

Oneida School Board

Rhiannon Metoxen  
Melinda J. Danforth

Item deleted at adoption of the agenda.

### Oneida Business Committee Agenda Request

1. Meeting Date Requested: 08 / 17 / 17

**2. General Information:**

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

[Empty text box]

Agenda Header: New Business

Accept as Information only

Action - please describe:

Approval of FranklinCovey Contract for purchase of the All Access Pass.

**3. Supporting Materials**

Report  Resolution  Contract

Other:

1. Contract 2017-0625

3. [Empty text box]

2. [Empty text box]

4. [Empty text box]

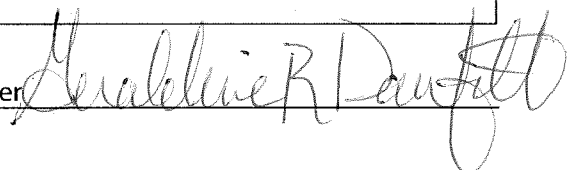
Business Committee signature required

**4. Budget Information**

Budgeted - Tribal Contribution  Budgeted - Grant Funded  Unbudgeted

**5. Submission**

Authorized Sponsor / Liaison: Lisa Summers, Tribal Secretary

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

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

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

## Oneida Business Committee Agenda Request

### 6. Cover Memo:

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

The FranklinCovey Contract for the All Access Pass contains language identified by the Law office as needing BC approval prior to entering into the contract. The All Access Pass is an integral part of the O'cademy employee development program.

- 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](mailto:BC_Agenda_Requests@oneidation.org)



**ONEIDA LAW OFFICE****CONFIDENTIAL: ATTORNEY/CLIENT WORK PRODUCT**

TO: Nicolas A. Reynolds  
Human Resources Department

Use this number on future correspondence:

**2017-0625**

FROM: Jo Anne House, Chief Counsel

DATE: May 31, 2017

RE: Franklin Covey Client Sales Inc.

Purchasing Department Use

\_\_\_\_\_ **Contract Approved**

\_\_\_\_\_ **Contract Not Approved**

(see attached explanation)

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

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

- ✓ *Please note that all contracts should now be in the name of "Oneida Nation." You should soon be able to download from the Intranet updated contract forms by navigating to Finance>Purchasing> Contract Documents.*
- ✓ *The document is in appropriate legal form. (Execution is a management decision.)*
- ✓ *Requires Business Committee approval prior to execution, pursuant to section "M" of the contract regarding governing law and venue.*

Note: This contract automatically renews unless notice of nonrenewal is provided 90 days prior to end date of contract. See "E" of Terms and Conditions.



FranklinCovey Client Sales, Inc.  
2200 West Parkway Boulevard  
Salt Lake City, Utah 84119

## FRANKLIN COVEY ALL ACCESS PASS™ LICENSE AGREEMENT

This License Agreement (the "Agreement") is entered into between FranklinCovey Client Sales, Inc. and the following organization ("Client") and allows certain Client employees ("Passholders") access to the FranklinCovey Solutions (described below) maintained on FranklinCovey's All Access Pass™ platform located in the United States (the "Portal").

**Client Organization:** Oneida Nation  
**Contact Person:** Nic Reynolds  
**Address:** P.O. Box 365  
 Oneida, WI 54155  
**Telephone:** (920) 490-3625  
**Email:** nreynold@oneidanation.org

### License Information

Pass Type	License Start Date	License End Date	Term (Years)	Number of Pass-Holders	Adobe Connect Licenses	Final Net Price	Fee Per Additional Passholder
All Access Pass	5/31/2017	8/31/2018	1.25	100	2	\$20,000.00	\$200.00

### FranklinCovey Solutions

Building Business Acumen™	Millennials @ Work™
FranklinCovey Excelerators®	Presentation Advantage®
FranklinCovey Insights™	Project Management Essentials®
Leaders @ Change™	Speed of Trust® Foundations
Leadership Foundations™	The 5 Choices to Extraordinary Productivity®
Leadership Modules™	The 7 Habits for Managers®
Leadership: Great Leaders, Great Teams, Great Results®	The 7 Habits of Highly Effective People® Foundations
Leading at the Speed of Trust®	The 7 Habits of Highly Effective People® Signature Program
Managing Millennials™	The 7 Habits® Leader Implementation
Meeting Advantage™	Writing Advantage®

### Additional Services/Products Included in this Order

Product	Pass-Holder Qty	Pass-Holder Price	Standard Qty	Standard Price	Discount	Total Qty	Extended Price

**Total Investment: \$20,000.00**

Client may contact FranklinCovey via email to purchase additional licenses or optional products and/or services. For some products and services where additional terms are necessary, an order form will be issued.

### Optional Passholder-Only Products/Services

Item	Price
Pre-Packaged Participant Kit	\$30
Pre-Packaged Facilitator Kit	\$100

If this Agreement is executed by Client after the License Start Date above, FranklinCovey may adjust the License Start and End Date based on the date FranklinCovey activates the License and provided the License Term does not change. Such change shall not affect the License Fee.

Client agrees to abide by the Terms and Conditions stated below.

**FranklinCovey Client Sales, Inc.**

Signature: \_\_\_\_\_

**Oneida Tribe of Indians of Wisconsin**

Signature: \_\_\_\_\_

By: Megan Hasse

By: \_\_\_\_\_

Title: Client Service Coordinator

Title: \_\_\_\_\_

Effective Date: \_\_\_\_\_

## TERMS AND CONDITIONS

- A. Grant of Rights.** FranklinCovey grants Client, including its Affiliates (meaning an entity that controls, is controlled by, or is under common control with the Client where “control” means ownership of 50% or greater of the equity of that entity or the ability to direct the management of that entity), a limited, non-exclusive, non-transferable, revocable license for the Passholders, for whom fees have been paid, to (a) print or download onto computers or tablets the participant and facilitator materials as they exist (collectively “Materials”); and (b) create “Compilations,” which means a Passholder’s right to take portions of the downloadable Materials and use them in accordance with the terms of this Agreement and specifically in accordance with the Guidelines attached hereto as Exhibit A.
- B. Limitations to Grant of Rights.** Client agrees not to make, or allow its employees to make, Derivative Works (defined by U.S. Copyright Law, 17 U.S.C. §101, 1976 as amended). Client will effectively communicate to its Passholders that the Materials are copyright-protected and the proprietary property of FranklinCovey, and that neither Client nor its employees shall file share, distribute to a third party, or publicly post (Slide Share, YouTube, etc.) any of the Materials except as provided for herein. Client acknowledges and agrees that it will take commercially practicable means as technologically feasible, to prevent the Materials from being used or accessed without proper authorization. The rights granted in this Agreement are restricted for use within the United States and Canada. Materials designated as “Facilitator Materials” are intended for use by Passholders certified to deliver the FranklinCovey Solutions. Non-Passholders are not eligible for Passholder pricing. Training must be delivered and participant materials consumed during the License Term.
- C. Returning Participant Materials.** FranklinCovey will extend a refund for unused pre-packaged participant materials returned within thirty (30) days of purchase or the date of the event. For clarity, customized products and digital products that are not a component of the pre-packaged materials are not eligible for refund. All materials carry an unconditional guarantee against any manufacturing defect for one (1) full year.
- D. Fees and Payment Terms.** Client agrees to pay FranklinCovey the non-refundable non-prorateable fees described above within 30 days of the receipt of an invoice. Pricing does not include applicable sales and use taxes, shipping & handling fees, or travel expenses, which are the responsibility of the Client. Interest shall accrue on all delinquent accounts at the rate of 1.5% per month. Pricing is subject to an annual price increase.
- E. Term, Termination, and Events of Termination.** The term of this Agreement is set forth above. The Agreement will automatically renew for one-year terms, unless either party provides the other ninety (90) days’ written notice prior to that term’s expiration. Either party may terminate this Agreement at any time for material breach of this Agreement. Upon termination of this Agreement for any reason, Client shall immediately (a) discontinue all use of the FranklinCovey Solutions; (b) discontinue all use of Compilations; and (c) remove all FranklinCovey content from Compilations which are blended with Client content. Notwithstanding the foregoing, Passholders who received the Participant materials prior to termination may continue to use them for their personal use to apply the concepts learned from a FranklinCovey Solution.
- F. Third Party Restrictions.** The facilitator videos, FranklinCovey InSights and FranklinCovey Excelearators may not be modified or edited in any way. Certain facilitator program videos may not be embedded into the facilitator PowerPoint. Digital access is not available with certain ancillary participant materials. These program videos and materials, including, but not limited to *Creative Juicers*, *FranklinCovey Style Guide*, *Managing Essentials*, *Leadership Essentials*, and *Leadership Foundations Handbook*, may be purchased separately, upon request.
- G. Copyright.** Client acknowledges that FranklinCovey or its licensors exclusively own all proprietary rights and copyrights to the FranklinCovey Solutions including, but not limited to, the Materials and any documentation, images, animation, sound, music, and text to the FranklinCovey Solutions. Any unauthorized use, reuse, copying, reproduction, recording, transmittal, modification or revisions of the FranklinCovey Solutions, is expressly prohibited and will constitute a breach of this Agreement and/or federal copyright law.
- H. Indemnification.** Client and its Affiliates shall defend, indemnify, and hold harmless FranklinCovey, its Affiliates, directors, officers, shareholders, employees, successors, licensors, and assigns (“FranklinCovey Parties”) from any and all costs, fees, expenses, damages and payments resulting from all claims, suits and actions against any FranklinCovey Party resulting from the misuse of FranklinCovey’s intellectual property or a breach of this Agreement.
- I. Insurance.** FranklinCovey will maintain commercial general liability and professional liability insurance in the amount of \$1,000,000 per policy, during the term of this Agreement. FranklinCovey agrees to provide Client with a certificate of such insurance upon request. FranklinCovey shall provide thirty (30) days’ written notice in the event of a change or cancellation of its policy coverage.
- J. Limitation of Liability:** FranklinCovey does not make any warranty, guarantee or representation either express or implied 1) regarding the merchantability or fitness for a particular purpose of the FranklinCovey Solutions, or 2) that certain results may be obtained in connection with the use of the FranklinCovey Solutions. FranklinCovey does not assume any responsibility for any damage or loss caused by the misuse of the FranklinCovey Solutions, the misuse of software, hardware or systems of any third-party or Client. FranklinCovey shall not be liable for any consequential, incidental or punitive damages arising from this Agreement or the FranklinCovey Solutions provided hereunder. FranklinCovey’s aggregate liability to Client in relation to any claims arising under this Agreement shall not exceed the total amount paid to FranklinCovey under this Agreement.
- K. Entire Agreement:** This Agreement represents the entire understanding between the parties and supersedes all prior agreements, whether written or oral, relating to the subject matter hereof. In the event any terms contained in any subsequent purchase order (or similar document) sent or received in connection with this Agreement are inconsistent with the terms of this Agreement, the terms of this Agreement shall prevail. This Agreement may only be modified or amended in writing signed by a duly authorized representative of each party.
- L. Affirmative Action/Equal Opportunity Employer:** FranklinCovey complies with the EEO clause of EO 11246, as amended and the provisions of 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); 41 CFR Section 60-1.4(a) and (c); 41 CFR Section 60-1.7(a); 48 CFR Section 52.222-54(e); and 29 CFR Part 471, Appendix A to Subpart A with respect to affirmative action program and posting requirements.
- M. Governing Law:** This Agreement shall be governed in accordance with the laws of the State of Utah. In the event that any action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable costs and attorneys’ fees, whether or not any suit is filed. Any claim or cause of action under or relating to this Agreement shall be brought in the state or federal courts located in Salt Lake City, Utah, and the parties agree to submit to the exclusive jurisdiction of, and waive any objection to venue in, such courts.

## Exhibit A

**GUIDELINES FOR ALL ACCESS PASSHOLDERS  
FOR CREATING COMPILATIONS**

As a FranklinCovey Passholder, you are allowed to combine segments from the FranklinCovey content included in your pass, or even with your own content, for use for the population included in your All Access Pass agreement subject to the guidelines provided herein.

Consider this example: Your organization requires help with communication and trust. Using the listening skills from Habit 5 of *The 7 Habits of Highly Effective People*® Signature program and the 13 Trust Behaviors from *Speed of Trust*® Foundations, combine them to create a single training that improves these specific skills and behaviors.

Or, perhaps you have your own internal content on effective communication skills that reinforces your company's values, and you would like to combine it with related FranklinCovey content. As long as the FranklinCovey content is properly attributed, you can do this, as well, adding your own examples or application exercises to the FranklinCovey solution.

If you would like help designing custom solutions, your organization is eligible for discounted FranklinCovey Passholder pricing for our customization services.

The following guidelines are provided to ensure that FranklinCovey's intellectual property, as well as the intellectual property of our partners and other third parties, is respected as you work with our content.

What you can do:

- You are allowed to use FranklinCovey ideas, models, or concepts in combination with other FranklinCovey content included in your pass, or your own content for the Passholder population only identified in your All Access Pass, as long as they are properly attributed. The following statement is an example of proper attribution:  
©FranklinCovey Co. All rights reserved. Used herein with permission under an existing license agreement.
- You are required to include specific trademark notations (® or ™) found in our content. For example, The 7 Habits of Highly Effective People®

What you can't do:

- You are not allowed to use FranklinCovey ideas, models, or concepts outside of the Passholder population covered by your FranklinCovey All Access Pass agreement.
- You are not permitted to use FranklinCovey ideas, models or concepts without proper copyright attribution.
- You are not allowed to edit or disassemble quotes, videos, or extract music, images, or other media elements for use in a way that is separate from our content. We realize they add professional appeal, but they are licensed materials limited for use, as is, within the FranklinCovey Solutions.
- You can't change the names, titles, or terminology of our content, or otherwise create "derivative works" as defined by U.S. copyright laws. For example, you aren't allowed to change, adapt, or modify the name of one of the 7 Habits® or change, adapt, or modify the shape of a model or diagram. You must use our content as it exists.
- You cannot sell, relicense, repackage, or otherwise give FranklinCovey content to others.
- You cannot do anything that compromises FranklinCovey's ownership of its intellectual property or its rights.
- You cannot use FranklinCovey intellectual property in a way that disparages its brand or tarnishes its image. We are proud of our content and want it to be presented in the best possible way.

As long as you have a current FranklinCovey All Access Pass agreement, you can continue to use our content as outlined above. If, for some reason, you choose not to renew your All Access Pass license, you must discontinue use of all FranklinCovey intellectual property including content, ideas, models, videos, music, and images. For additional details, please refer to the license agreement between FranklinCovey and your organization.



# O'cademy

## Professional Growth For All

### Executive Summary

The Training & Development Department is preparing to roll out a new employee training initiative called O'cademy. Our area has face-to-face contact with all areas of the organization on an ongoing basis. Over the last few years we have reviewed feedback, reports, surveys, and other information on the workforce and identified several pain points within the organization, such as:

- Aging workforce leading to higher-than-normal turnover
- Lack of training and employee development opportunities
- Absence of career advancement opportunities/pipeline
- Low morale and engagement among the workforce
- Missing or weak leadership skills in critical areas

O'cademy will aim to:

- Intentionally build an organizational culture that shows employees we care
- Help management identify talent interested in advancing their careers and pipelines for advancing employees
- Empower employees with a sense of control over their own careers
- Develop and implement a leadership strategy in the organization
- Create alignment with Personnel Policies and Procedures by establishing career plans and a mentoring program

Some O'cademy courses will be limited to a certain number of employees each year (we lack the resources to open it organization-wide). Employees will fill out an application and together with their supervisor and a member of the Training Team establish a customized development plan. The goal will be to strengthen each employee to meet their desired career goals.

The training consist of multiple types of learning, including classroom, e-learning, webinars, discussion groups, mentoring & coaching sessions, special projects and/or assignments, and other types of active learning. Participants will be evaluated and their progress measured.

The first phase of O'cademy will be rolled out to the organization in fall of 2017. The program will be in a beta (testing) phase for the first two years and will continue to evolve as we continuously evaluate the needs and pain points of the organization.

**V. NEW BUSINESS**

**C. Approve four (4) actions regarding Petitioner Brad Graham - 2017 General Election (Add-on item)**

Sponsor: Lisa Summers, Tribal Secretary

*This agenda item contains information for Tribal Members only. Please visit the Business Committee Support Office on the second floor of the Norbert Hill Center with Tribal I.D. to obtain full packet materials. Materials may also be obtained after logging into the Tribal Members only portal at <https://oneida-nsn.gov/members-only/gtc-portal/bc-meeting-materials-for-members-only/>*

*For any questions, please call the Business Committee Support Office at (920)869-4364 or send an email to [TribalSecretary@oneidanation.org](mailto:TribalSecretary@oneidanation.org). Thank you.*