



LEGISLATIVE OPERATING COMMITTEE MEETING AGENDA REVISED

Business Committee Conference Room - 2nd Floor Norbert Hill Center
May 1, 2024
9:00 a.m.

I. Call to Order and Approval of the Agenda

II. Minutes to be Approved

1. April 17, 2024 LOC Meeting Minutes (pg. 2)

III. Current Business

1. Petition C. Kestell: Address Housing Issues/Veterans Home Loan Program (pg. 4)
2. Eviction and Termination Law Amendments (pg. 7)

IV. New Submissions

1. GWA Law – Cultural Significant Event Pow Wow Participant (pg. 31)
2. Oneida Nation School Board Bylaws Amendments (pg. 33)

V. Additions

VI. Administrative Updates

1. Legislative Operating Committee Fiscal Year 2024 Second Quarter Report (pg. 65)
2. Approval of June 4, 2024 LOC Community Meeting Notice (pg. 73)
3. Approval of June 19, 2024 LOC Community Meeting Notice (pg. 74)

VII. Executive Session

VIII. Recess/Adjourn



LEGISLATIVE OPERATING COMMITTEE MEETING MINUTES
Oneida Business Committee Conference Room-2nd Floor Norbert Hill Center
April 17, 2024
9:00 a.m.

Present: Jameson Wilson, Jonas Hill, Kirby Metoxen, Marlon Skenandore

Excused: Jennifer Webster

Others Present: Clorissa N. Leeman, Grace Elliott, Carolyn Salutz, Ralinda Ninham-Lamberies, Lawrence Barton

Others Present on Microsoft Teams: Janice Decorah, Justin Nishimoto, Mary Graves, Michelle Braaten, Peggy Helm-Quest, Rae Skenandore, David P. Jordan, Maureen Perkins, Mark Powless, Rhiannon Metoxen, Evan Doxtator, Fawn Billie, Tina Jorgensen

I. Call to Order and Approval of the Agenda

Jameson Wilson called the April 17, 2024, Legislative Operating Committee meeting to order at 9:00 a.m.

Motion by Marlon Skenandore approve the agenda; seconded by Jonas Hill. Motion carried unanimously.

II. Minutes to be Approved

1. April 3, 2024 LOC Meeting Minutes

Motion by Kirby Metoxen to approve the April 3, 2024, LOC meeting minutes and forward to the Oneida Business Committee; seconded by Jonas Hill. Motion carried unanimously.

III. Current Business

1. Petition: C. Kestell - Address Housing Issues/Veterans Home Loan Program

Motion by Jonas Hill to accept the status update for the Petition C. Kestell: Address Housing Issues/Veterans Home Loan Program and forward to the Oneida Business Committee; seconded by Kirby Metoxen. Motion carried unanimously.

2. Gift Card Law

Motion by Jonas Hill to accept the memorandum and remove the Gift Card law from the Active Files List; seconded by Marlon Skenandore. Motion carried unanimously.



3. Oneida Veteran Affairs Committee Bylaws Amendments

Motion by Kirby Metoxen to accept the memorandum and defer the bylaws amendment process to a work meeting with the Oneida Law Office and the Government Administrative Office for further discussion; seconded by Jonas Hill. Motion carried unanimously.

IV. New Submissions**V. Additions****VI. Administrative Items****1. Legislative Operating Committee 2024 Semi-Annual Report**

Motion by Kirby Metoxen to approve the Legislative Operating Committee 2024 Semi-Annual Report and forward to the Secretary; seconded by Marlon Skenandore. Motion carried unanimously.

2. Legislative Reference Office 2024 Semi-Annual Report

Motion by Jonas Hill to approve the Legislative Reference Office 2024 Semi-Annual Report and forward to the Secretary; seconded by Marlon Skenandore. Motion carried unanimously.

VII. Executive Session**VIII. Adjourn**

Motion by Marlon Skenandore to adjourn at 9:35 a.m.; seconded by Kirby Metoxen. Motion carried unanimously.



Legislative Operating Committee
May 1, 2024

Petition C. Kestell: Address Housing Issues/Veterans Home Loan Program

Submission Date: 4/3/24

LOC Sponsor: Jonas Hill

Summary: *On March 18, 2024, the Petition C. Kestell Address Housing Issues/Veterans Home Loan Program was submitted. On March 19, 2024, the Oneida Trust Enrollment Department verified the signatures for the Petition. The Oneida Business Committee acknowledged receipt of this Petition on March 27, 2024.*

This petition calls for a special General Tribal Council (GTC) meeting to be called to consider the following:

- Direct the OBC to direct Finance to fund the Veteran's Home Loan Program within 60 days.*
- Direct the OBC to direct the GM and Finance to work with Bay Bank to establish the lending requirements for the Veteran's Home Loan Program and to have Bay Bank administer the Veteran's Home Loan Program within 60 days.*
- Direct the OBC to direct the GM to direct Comprehensive Housing Division to work with the Land Commission to make the necessary adjustments to the HIIP that would allow the program to work with and complement the Veteran's Home Loan Program within 60 days.*
- Direct the OBC to direct the GM to direct Comprehensive Housing Division to provide the listing of vacant homes that are in Comprehensive Housing Division home inventory, on the Comprehensive Housing Division fixed asset register and any homes that are vacant where a decision has not been made if the home will be for sale or rental that are not currently on either the inventory listing or the fixed asset register with 30 days.*
- Direct the OBC to direct the GM to direct Comprehensive Housing Division to work with Finance and Bay Bank to develop a Home Rehabilitation Loan Program including the lending requirements for the homes owned by the Oneida Nation that are needing rehabilitation that are wither on the inventory listing or the fixed asset register of Comprehensive Housing and to have these homes advertised for sale within 30 days.*

3/27/24 OBC: Motion by Jennifer Webster to acknowledge receipt of the petition from Connor Kestell regarding Address Housing Issues/Veterans Home Loan Program; to direct the BC Direct Report Offices to complete and submit their administrative impact statements of the petition to the TribalSecretary mailbox by Wednesday, April 17, 2024; to direct the Law, Finance, and Legislative Reference Offices to complete, respectively, the legal review, fiscal impact statement, and statement of effect with status updates to be submitted for the April 24, 2024,

regular Business Committee meeting agenda and the first BC meeting of the month thereafter or until the final documents are submitted, seconded by Lawrence Barton. Motion carried.

4/3/24 LOC: Motion by Jennifer Webster to add the Petition: C. Kestell: Address Housing Issues/Veterans Home Loan Program to the Active Files List with Jonas Hill as the sponsor; seconded by Kirby Metoxen. Motion carried unanimously.

4/10/24 OBC: Motion by Lisa Liggins to schedule a special General Tribal Council meeting on Sunday, September 15, 2024, at 2:00 p.m. to address petition # 2024-01, seconded by Kirby Metoxen. Motion carried.

4/17/24 LOC: Motion by Jonas Hill to accept the status update for the Petition C. Kestell: Address Housing Issues/Veterans Home Loan Program and forward to the Oneida Business Committee; seconded by Kirby Metoxen. Motion carried unanimously.

4/24/24 OBC: Motion by Lisa Liggins to accept the status updates on items XIII.A.1-3 as information, seconded by Lawrence Barton. Motion carried.

Next Steps:

- Accept the status update for the Petition C. Kestell: Address Housing Issues/Veterans Home Loan Program and forward to the Oneida Business Committee.



TO: Oneida Business Committee
 FROM: Clorissa N. Leeman, Legislative Reference Office, Senior Staff Attorney
 DATE: May 1, 2024
 RE: Status Update for the Petition: C. Kestell – Address Housing Issues/Veterans Home Loan Program

On March 18, 2024, the Petition: C. Kestell – Address Housing Issues/Veterans Home Loan Program (“the Petition”) was submitted to the Government Administrative Office by Connor Kestell and has since been verified by the Oneida Trust Enrollment Department on March 19, 2024. On March 27, 2024, the Oneida Business Committee acknowledged receipt of the Petition and directed that the Legislative Reference Office complete a statement of effect for the Petition with status updates to be submitted for the April 24, 2024, regular Business Committee meeting agenda and the first Business Committee meeting of the month thereafter or until the final documents are submitted. On April 3, 2024, the Legislative Operating Committee added the Petition to the Active Files List to be worked on by the Legislative Reference Office.

On April 24, 2024, the Oneida Business Committee accepted the status update from the Legislative Reference Office regarding the Petition, which provided that the Legislative Reference Office is currently working on the development of the statement of effect for this Petition.

The Legislative Reference Office is still developing the statement of effect for this Petition. It is the intention of the Legislative Reference Office that the statement of effect for the Petition be submitted for inclusion on the May 22, 2024, Oneida Business Committee meeting agenda.

Requested Action

Accept the status update regarding the statement of effect for the Petition: C. Kestell – Address Housing Issues/Veterans Home Loan Program.



HANDOUT

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



Legislative Operating Committee
May 1, 2024

Eviction and Termination Law Amendments

Submission Date: 7/6/22	Public Meeting: N/A
LOC Sponsor: Jonas Hill & Marlon Skenandore	Emergency Enacted: N/A

Summary: *This item was carried over from last term. Amendments to the Eviction and Termination law are being sought for a comprehensive review to run concurrent with the development of amendments to the Real Property law. On February 25, 2024, the General Tribal Council adopted a motion to deny the acceptance of the memorandum regarding the Eviction & Termination law update and to defer the Eviction & Termination law back to the LOC to remove the wording “alleged” or “allegations” in the law and to bring back to the 2024 Semi-Annual GTC meeting.*

10/4/23 LOC: Motion by Jennifer Webster to add the Eviction and Termination Law Amendments to the Active Files List with Jonas Hill and Marlon Skenandore as the sponsors; seconded by Jonas Hill. Motion carried unanimously.

11/13/23: *Work Meeting.* Present: Grace Elliott, Krystal John, Lisa Rauschenbach, Nicole Rommel, Mark Powless, Scott Denny, Michelle Hill, Clorissa Leeman. The purpose of this meeting was to renew discussion on amendments to the Eviction and Termination Law. The entire work group requested that the matter be removed from the active files list as no amendments are recommended at this time.

1/3/24: *Work Meeting.* Present: Jameson Wilson, Marlon Skenandore, Jennifer Webster, Jonas Hill, Kirby Metoxen Clorissa Leeman, Grace Elliott, Kristal Hill, Maureen Perkins, Fawn Cottrell. The purpose of this work meeting was to share background information on the Eviction and Termination Law.

1/8/24: *Work Meeting.* Present: Jameson Wilson, Jonas Hill, Kirby Metoxen, Clorissa Leeman, Krystal John, Kristal Hill, Maureen Perkins, Fawn Cottrell, Grace Elliott, and via Teams: Jennifer Webster, Fawn Billie, Carolyn Salutz. The purpose of this meeting was to review the Eviction and Termination law and to discuss its recent applications particularly in light of currently evolving legal standards.

1/29/24: *E-Poll Conducted.* This e-poll was titled, *Approval of the March 6, 2024 LOC Community Meeting Notice.* The requested action of this e-poll was to Approve the Legislative Operating Committee community meeting notice and schedule the community meeting to take place on March 6, 2024. This e-poll was unanimously approved by Jennifer Webster, Marlon Skenandore, Jonas Hill, Jameson Wilson, and Kirby Metoxen.

2/7/24 LOC: Motion by Jennifer Webster to enter into the record the results of the January 29, 2024, e-poll titled, *Approval of the March 6, 2024 LOC Community Meeting Notice;* seconded by Jonas Hill. Motion carried unanimously.

2/25/24 GTC: Motion by Nancy Barton that a report be brought back under the Oneida Comprehensive Housing Department regarding the General Welfare Assistance determination of counting it as yearly income for elders and low-income housing residents with the legal review from Department of Treasury mortgage relief program, a COVID program. Motion ruled out of order by Chairman Tehassi Hill; the motion is not in on topic.

Motion by Gina Powless-Buenrostro to deny the acceptance of the memorandum regarding the Eviction & Termination law update and to defer the Eviction & Termination law back to the Legislative Operating Committee to remove the wording “alleged” or “allegations” in the law and to bring back to the 2024 semiannual meeting. Seconded by Shawn Skenandore. Motion carried by show of hands.

Amendment #1 to the main motion by Lori Elm to include that nobody loses their home without an agreement if they are not the ones being charged and furthermore that if Comprehensive Housing resells the home, the homes will be sold at the appraised value and that if any other homes were sold this way prior, that the money goes back to Comprehensive Housing to pay down the debt and the excess goes back to the home owner. Motion ruled out of order by Chairman Tehassi Hill; there is a Rule process in place for the motion and General Tribal Council cannot take action on past items.

3/1/24: *Work Meeting:* Present: Jameson Wilson, Jonas Hill, Kirby Metoxen, Carolyn Salutz, Clorissa Leeman, Grace Elliott, Kristal Hill, Fawn Cottrell, Michelle Hill, Brandon Yellowbird-Stevens, Scott Denny, Krystal John. The purpose of this meeting was to prepare for the upcoming community meeting.

3/6/24: *Work Meeting.* Jameson Wilson, Kirby Metoxen, Jonas Hill, Marlon Skenandore, Jennifer Webster, Clorissa Leeman, Grace Elliott, Fawn Cottrell, Kristal Hill, Maureen Perkins. The purpose of this work session was for the LOC to review the PowerPoint presentation for the March 6, 2024, community meeting for the Oneida Personnel Policies and Procedures Amendments, Sanctions and Penalties Law, and the Eviction and Termination law amendments.

3/6/24: *Community Meeting.* Present: Jameson Wilson, Kirby Metoxen, Jennifer Webster, Jonas Hill, Marlon Skenadore, Clorissa Leeman, Grace Elliott, Fawn Cottrell, Kristal Hill, Maureen Perkins, Francine Valentino, Melanie Burkhart, Gina Buenrostro, Peggy Helm-Quest, Michelle Sawyer, Nadine Escamea, Bonnie Pigman, Olivia Pigman, Julie Denny, Michelle Hill, Vicky Matson, Greg Matson, Julie Behnke, Lynn Metoxen, Jake Doxtator, Kay Keshena, Connie Vandehei, Jen Falck, Lillian Wheelock, Dale Wheelock, Stephanie Smith, Patricia Hoeft, Scott Denny, Dana McLester, Wendy Alvarez, Dana Thyssen, Todd Vanden Heuvel, Larry Barton, Merissa Bloedorn, Lois Stevens, Mark Powless, Linda Dallas, Jake, Peggy Van Gheem, Mary Loeffler, Matthew J. Denny, Nancy Barton, Brittany Kulow, Mary Adams, Cathy Metoxen, William Gollnick. The Legislative Operating Committee held a community meeting in the NHC’s cafeteria from 5:30 p.m. through 7:30 p.m. regarding the Oneida Personnel Policies and Procedures Amendments, the Sanctions and Penalties law, and the Eviction and Termination law amendments. The purpose of this community meeting was for the LOC to listen to community feedback.

3/20/24 *Work Meeting.* Present: Jameson Wilson, Jennifer Webster, Jonas Hill, Marlon Skenandore, Maureen Perkins, Fawn Cottrell, Clorissa Leeman, Grace Elliott. The purpose of this meeting was to discuss proposed amendments to the Eviction and Termination law.

4/2/24: *Community Work Session:* Present: Jameson Wilson, Kirby Metoxen, Jennifer Webster, Jonas Hill, Clorissa Leeman, Grace Elliott, Carolyn Salutz, Fawn Cottrell, Kristal Hill, Maureen Perkins, Brandon Yellowbird Stevens, Lori Elm, Scott Denny, Michelle Hill, Krystal John, Lawrence Barton, Janice Decorah, Karen Knutson, Fred Muscavitch, Debra Powless, Marie Cornelius, Justin Nishimoto, Katherine Jordan, Kelly McAndrews, Lisa Rauschenbach, Lori

Hill, Mark W. Powless, Michelle Braaten, Nicole Rommel, Stephanie Smith, Todd Vanden Heuvel, Debra Santiago, Kristen Jorgenson-Dann, Joel Maxam, Michelle Tipple, Sidney White, Derrick King. The LOC held a community work session regarding the Eviction and Termination law in the Norbert Hill Center’s Business Committee conference room and on Microsoft Teams. The purpose of the community work session was to read through the law line-by-line and collect comments, questions, or suggestions for the language included in the law.

4/16/24

Work Meeting. Present: Jameson Wilson, Jonas Hill, Kirby Metoxen, Maureen Perkins, Fawn Cottrell, Clorissa Leeman, Grace Elliott, Scott Denny, Krystal John, Mark Powless, Danielle White, Lisa Rauschenbach. The purpose of this meeting was to review proposed amendments to the Eviction and Termination law.

4/23/24:

Work Meeting. Present: Clorissa Leeman, Grace Elliott. The purpose of this work meeting was to discuss the deadline for the February 25, 2024, General Tribal Council directive to “deny the acceptance of the memorandum regarding the Eviction & Termination law update and to defer the Eviction & Termination law back to the LOC to remove the wording “alleged” or “allegations” in the law and to bring back to the 2024 semiannual meeting.”

Work Meeting. Present: Clorissa Leeman, Jameson Wilson, Marlon Skenandore, Jonas Hill. The purpose of this work meeting was to discuss the upcoming deadline for the February 25, 2024, General Tribal Council directive to “deny the acceptance of the memorandum regarding the Eviction & Termination law update and to defer the Eviction & Termination law back to the LOC to remove the wording “alleged” or “allegations” in the law and to bring back to the 2024 semiannual meeting” and determine our next steps for moving forward.

4/25/24:

Work Meeting. Present: Clorissa Leeman, Jameson Wilson, Kirby Metoxen, Jennifer Webster, Jonas Hill, Marlon Skenandore, Mark Powless, Michelle Hill, Lisa Rauschenbach, Scott Denny, Danielle White, Grace Elliott, Carolyn Salutz, Maureen Perkins, Fawn Cottrell. The purpose of this work meeting was to review the beginning draft of the memorandum to the GTC, and discuss what other materials would be needed to be submitted for this item, and a strategy for moving forward.


4/29/24:

Work Meeting. Present: Jameson Wilson, Kirby Metoxen, Jennifer Webster, Marlon Skenandore, Clorissa Leeman, Fawn Cottrell, Scott Denny, Michelle Hill, Danielle White, Maureen Perkins, Kristal Hill, Grace Elliott, Carolyn Salutz. The purpose of this work meeting was to review the updated memorandum to GTC and the PowerPoint presentation.

Next Steps:

- Approve the memorandum entitled, *Follow up on February 25, 2024, GTC Directive for Amendments to the Eviction and Termination Law*, and corresponding attachments and forward to the Oneida Business Committee.



TO: General Tribal Council
FROM: Jameson Wilson, Legislative Operating Committee Chairman 
DATE: May 8, 2024
RE: Follow up on February 25, 2024, GTC Directive for Amendments to the Eviction and Termination Law

Background

At the January 16, 2023, special General Tribal Council (GTC) meeting the GTC considered the *Petition: L. Elm – Real Property Law Eviction and Termination*. During discussions of the *Petition: L. Elm – Real Property Law Eviction and Termination*, the GTC adopted a motion to accept the petition as information and to ask the Oneida Business Committee (OBC) to review the Eviction & Termination law and to bring back a report back to the GTC to the semi-annual meeting.

The review of the Eviction and Termination law was not addressed at the July 24, 2023, Semi-Annual GTC meeting, and instead was forwarded to the 2024 Annual GTC meeting.

At the February 25, 2024, Annual GTC meeting the Legislative Operating Committee (LOC) provided a memorandum entitled, *Review of the Eviction and Termination Law*, which reviewed the various provisions contained in the Eviction and Termination law and concluded that the Eviction and Termination law very clearly provides when a lease or rental agreement may be terminated and the occupant may be evicted, how notice of the eviction is provided to the occupant, and what occurs if an occupant fails to vacate the property. The Eviction and Termination law provides for the protection of due process rights of the occupant, while also protecting the Nation's rights to preserves the peace, harmony, safety, health, general welfare, and the Nation's resources.

In response to the memorandum from the LOC, on February 25, 2024, the GTC adopted a motion to deny the acceptance of the memorandum regarding the Eviction & Termination law update and to defer the Eviction & Termination law back to the LOC to remove the wording "alleged" or "allegations" in the law and to bring back to the 2024 Semi-Annual GTC meeting.¹

¹ Motion by Nancy Barton that a report be brought back under the Oneida Comprehensive Housing Department regarding the General Welfare Assistance determination of counting it as yearly income for elders and low-income housing residents with the legal review from Department of Treasury mortgage relief program, a COVID program. Motion ruled out of order by Chairman Tehassi Hill; the motion is not in on topic.

Motion by Gina Powless-Buenrostro to deny the acceptance of the memorandum regarding the Eviction & Termination law update and to defer the Eviction & Termination law back to the Legislative Operating Committee to remove the wording "alleged" or "allegations" in the law and to bring back to the 2024 semiannual meeting. Seconded by Shawn Skenandore. Motion carried by show of hands.

Amendment #1 to the main motion by Lori Elm to include that nobody loses their home without an agreement if they are not the ones being charged and furthermore that if Comprehensive Housing resells the home, the homes will be sold at the appraised value and that if any other homes were sold this way prior, that the money goes back to Comprehensive Housing to pay down the debt and the excess goes back to the home owner. Motion ruled out of order by Chairman Tehassi Hill; there is a Rule process in place for the motion and General Tribal Council cannot take action on past items.

Impact of the GTC Directive in Relation to Requirements of the Legislative Procedures Act

The LOC is complying with the February 25, 2024, GTC directive by bringing this memorandum forward that outlines its plan on how amendments to the Eviction and Termination law are being developed to remove the words alleged and allegations. The LOC is not able to bring forward an amended Eviction and Termination law to the 2024 Semi-Annual GTC meeting as the directive from GTC did not provide an adequate amount of time for the LOC to comply with the requirements of the Legislative Procedures Act.

Legislative Process Provided in the Legislative Procedures Act

The GTC adopted the Legislative Procedures Act in 2013 to set forth the process for the development and adoption of laws of the Nation by the OBC and GTC. [1 O.C. 109.1-1]. The Legislative Procedures Act intends to ensure that there is a standard process for developing legislation for the Nation. [1 O.C. 109.1-2]. GTC delegated the LOC the responsibility for the development of legislation of the Nation. [1 O.C. 109.4-2]. The LOC is comprised of the five (5) OBC members who do not hold officer positions. [1 O.C. 110.4-1(b)].

The legislative process begins when any person who is interested in pursuing the development of or amendment to a law of the Nation submits a written request for legislation to the Legislative Reference Office, who then is responsible for placing the request for legislation on the agenda of the next duly called LOC meeting. [1 O.C. 109.5-1, 109.5-2]. Once the LOC receives a request for legislation, the LOC then either accepts or denies the request, except that the LOC is not allowed to deny a request for legislation directed by a GTC law, resolution, or motion. [1 O.C. 109.5-2(a)-(b)].

Once the LOC accepts a request for legislation and directs that legislation be developed in accordance with the Legislative Procedures Act, a draft of the legislation is created through research, review of other similar laws, collaboration with affected entities, and community engagement efforts. The Legislative Procedures Act provides guidance on how a law should be organized, such as different sections that need to be included in a law and what information needs to be addressed in each section, to ensure there is a consistent format amongst all laws of the Nation. [1 O.C. 109.11]. Once a draft of the proposed legislation is approved by the LOC, a legislative analysis of the draft legislation is completed. [1 O.C. 109.7-1]. The purpose of the legislative analysis is to describe the important features of the legislation being considered and factual information to enable the LOC to make informed decisions regarding legislation. [1 O.C. 109.3-1(g)]. 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. *Id.*

Once a draft and legislative analysis are completed for proposed legislation, the LOC moves forward with obtaining public review of the proposed legislation. This is the opportunity for members of the Nation to provide their input or suggestions on proposed legislation. The LOC determines a public meeting date and then a public meeting notice is created that contains the date, time and place of the public meeting, the time period for the public comment period, and the name, address, phone number, and other appropriate information on where to submit comments on the proposed legislation. [1 O.C. 109.8-2]. At least ten (10) business days before the public meeting is held, the public meeting notice is published in the Kalihwisaks, while the public meeting notice, proposed draft of the legislation, legislative analysis, and fiscal impact statement if available, are published on the Oneida Register², and electronically noticed to all managers and directors. [1 O.C. 109.8-2]. The managers and directors who receive the public meeting materials are then required by the Legislative Procedures Act to direct employees of the Nation who have special knowledge or expertise on the proposed legislation to provide public comments. [1 O.C. 109.8-4(a)].

The public meeting on the proposed legislation is required to be presided over by at least one (1) member of the LOC. [1 O.C. 109.8-3(a)]. The purpose of the public meeting is to solicit oral comments from members of the community on the proposed legislation. [1 O.C. 109.8-3]. After the public meeting concludes, the LOC holds open a public comment period for at least five (5) business days. [1 O.C. 109.8-1(a)]. During the public comment period individuals may submit written comments including data, views, arguments, or concerns to the OBC Secretary or the Legislative Reference Office in person or through United States mail, interoffice mail, e-mail, or fax. [1 O.C. 109.8-1(c), 109.4-4(b)].

Once the public comment period has concluded, the LOC is required by the Legislative Procedures Act to fully consider all written comments and oral testimony received during the public comment period and public meeting on the proposed legislation. [1 O.C. 109.8-4]. The LOC accomplishes this responsibility through the development of a public comment review memorandum that provides the LOC's consideration of every comment received, and demonstrates any changes made to the proposed legislation based on the public comments.

A fiscal impact statement is also required for all proposed legislation. [1 O.C. 109.6-1]. A fiscal impact statement provides an estimate of the total fiscal year financial effects associated with legislation and includes startup costs, personnel, office, documentation costs, as well as an estimate of the amount of time necessary for an individual or agency to comply with the law after implementation. [1 O.C. 109.3-1(c)]. The LOC may direct that a fiscal impact statement be submitted by any agency who may receive funding if the legislation is enacted, may administer a program if the legislation is enacted, may have financial information concerning the subject matter of the legislation, or the Finance Department. [1 O.C. 109.6-1]. OBC resolution BC-10-28-20-A, *Further Interpretation of 'Fiscal Impact Statement' in the Legislative Procedures Act*, provides

² The Oneida Register can be found on the Nation's webpage found at the following location: <https://oneida-nsn.gov/government/register/>

further clarification on the process for directing a fiscal impact statement be completed. This resolution provides that upon final approval of draft legislation by the LOC, the LOC may direct the Finance Department or any agency who may receive funding if the legislation is enacted, may administer a program if the legislation is enacted, may have financial information concerning the subject matter of the legislation to provide a neutral and unbiased fiscal impact statement to the LOC within ten (10) business days for inclusion in adoption materials.

After all the requirements of the Legislative Procedures Act are met and the LOC is satisfied with proposed legislation, the LOC then forwards an adoption packet comprised of the proposed legislation, legislative analysis, fiscal impact statement, resolution, statement of effect, and an adoption memorandum to the OBC for consideration. [1 O.C. 109.9-1]. The OBC then either considers whether to approve or deny the adoption of the legislation or forwards the legislation to the GTC for consideration of adoption. [1 O.C. 109.9-1(a)-(b)]. A law is adopted, amended, or repealed upon the adoption of a resolution. [1 O.C. 109.9-2]. For those laws considered by the OBC a majority vote is required for the adoption of the law, while amendments and repeals of a law are handled in accordance with the laws governing OBC action. [1 O.C. 109.9-2(a)]. The OBC utilizes Robert's Rules of Order, current edition, for the procedural rules of its meetings except as specifically modified by the Constitution and Bylaws of the Oneida Nation. [1 O.C. 117.4-1]. For those laws considered by the GTC, adoption, amendment, and repeal of laws are done in accordance with the laws governing GTC action. [1 O.C. 109.9-2(b)]. Any action by the GTC to overrule previous passed motions or resolution requires a two-thirds (2/3) vote. [1 O.C. 113.3-1(a)(3)].

Once legislation is adopted through resolution by either the OBC or the GTC the law shall become effective ten (10) business days after the date of adoption unless a different effective date is specified. [1 O.C. 109.9-3]. The LOC is then responsible for publishing the law in the Oneida Code of laws by the effective date. [1 O.C. 109.9-4]. Any law adopted in substantial compliance with the Legislative Procedures Act is considered valid. [1 O.C. 109.10-1]. No law can be contested based on non-compliance with the procedural requirements of the Legislative Procedures Act after one (1) year from the effective date of the law. [1 O.C. 109.10-2].

Amendment of the Eviction and Termination Law

The LOC added the Eviction and Termination law to its Active Files List for the 2023-2026 legislative term for comprehensive amendments to be developed on October 4, 2023. This legislative item was carried over from the previous term and originally added to the LOC's Active Files List on July 6, 2022.

When the LOC added the Eviction and Termination law to its Active Files List at the beginning of this term, the LOC understood that this was an important issue for many members of the community, and it was the intent of the LOC that comprehensive amendments to the Eviction and Termination law would be developed during this term in order to improve the law. The GTC

demonstrated that the amendment of the Eviction and Termination law was an important issue to be considered by the LOC through its February 25, 2024, directive to the LOC.

Since the LOC added the Eviction and Termination law amendments to the Active Files List the LOC has taken many actions to address amendments to the Eviction and Termination law including, holding collaborative work meetings, providing opportunities for the community to provide input through community meetings and work sessions, and drafting amendments to the law.

Collaborative Work Meetings

The LOC strongly believes that better legislation is developed when collaboration occurs with the subject matter experts and the departments and individuals that are responsible for implementing a law. Since October 4, 2023, the LOC held eleven (11) work meetings regarding both the general development of amendments to the Eviction and Termination law, and how best to meet the February 25, 2024, GTC directive. These work meetings were often held in collaboration with representatives from the Comprehensive Housing Division, Oneida Law Office, General Manager, and the Environmental, Health, Safety, Land and Agriculture Division.³

During the collaborative work sessions, the Comprehensive Housing Division educated the LOC on how evictions and terminations are currently processed in the Nation, and discussed ways in which this process can be improved through amendment to the Eviction and Termination law. In an effort to provide greater clarification on the reality of evictions and terminations that have occurred under the process and procedures of the Eviction and Termination law and combat misinformation, the Comprehensive Housing Division takes publicly available information regarding evictions and terminations and provides that information in a more easily accessible chart that is made available on their website and has been attached to this memorandum for reference.⁴

Community Outreach Events

This legislative term the LOC is prioritizing providing an opportunity for the community to be involved in the legislative process and provide input regarding the development of legislation. The LOC has held or is planning to hold the following community outreach events:

- *Spring LOC Community Meeting.* On March 6, 2024, the LOC held a community meeting in the Norbert Hill Center's cafeteria from 5:30 p.m. through 7:30 p.m. in which the Eviction and Termination law amendments were a topic of discussion. The purpose of this community meeting was for the LOC to provide an opportunity for community feedback in which people could share comments, questions, or suggestions on potential issues and

³ During the last legislative term, from July 2022 through August 2023, the Legislative Operating Committee held four (4) work meetings in collaboration with representatives from the Comprehensive Housing Division, the Environmental, Health, Safety, Land and Agriculture Division, Oneida Law Office, and Oneida Land Commission to review and discuss the Eviction and Termination law.

⁴ This information can be found at the following link: https://oneida-nsn.gov/wp-content/uploads/2024/04/CHD-Eviction-and-Termination-Spreadsheet_OLO_Final_1.pdf

amendments that should be addressed in the Eviction and Termination law. Over fifty-one (51) people participated in this community meeting.

- *LOC Community Work Session.* On April 2, 2024, the LOC held a community work session regarding the Eviction and Termination law in the Norbert Hill Center’s Business Committee Conference Room and on Microsoft Teams from 12:00 p.m. through 1:30 p.m. The purpose of the community work session was to read through the Eviction and Termination law line-by-line and collect comments, questions, or suggestions for how to amend the language included in the law. Approximately thirty-seven (37) people participated in the community work session.
- *Summer LOC Community Meeting.* On June 19, 2024, the LOC intends to hold an additional community meeting at the Norbert Hill Center’s cafeteria from 5:30 p.m. through 7:30 p.m. in which potential amendments to the Eviction and Termination law amendments will be the sole topic of discussion. At the time this memorandum was drafted this community meeting has not yet occurred.

The LOC makes every attempt to provide a wide range of notice of its community outreach events in an effort to encourage participation by the greatest number of community members. The LOC provides notice of its community outreach events through:

- Publication of the notice in the Kalihwisaks;
- Publication of the notice on Oneida Register on the Nation’s website⁵,
- Electronically providing the notice to all directors, managers, and supervisors of the Nation;
- Providing the notice through the Update Oneida email communications;
- Providing notice of the community meeting through Facebook; and
- Sharing the notice to posted in places commonly utilized by the community such as Retail and Gaming locations, Civic Center, Oneida Family Fitness, and the library.

Amendments to the Eviction and Termination Law to Remove Alleged and Allegations

The February 25, 2024, motion by the GTC directed the LOC remove the word “alleged” or “allegations” from the law. The terms alleged or allegations are used in the Eviction and Termination law in three separate provisions: in section 610.5-1 regarding causes for early contract termination, section 610.5-2 regarding a domestic abuse defense to eviction, and section 610.5-3 regarding notice for early contract termination.

The LOC is currently processing amendments to the Eviction and Termination law in accordance with the Legislative Procedures Act that would remove the terms alleged or allegations. A draft of proposed amendments to the Eviction and Termination law that demonstrates how the LOC is addressing the February 25, 2024, GTC directive has been attached to this memorandum for

⁵ Information on public meetings and community outreach events can be found on the Oneida Register on the Nation’s website at the following: <https://oneida-nsn.gov/government/register/public-meetings/>

reference. Additionally, below is a chart that demonstrates the proposed amendments to the Eviction and Termination law:

<i>Current Language in Law</i>	<i>Proposed Amendments</i>
<p>610.5-1. <i>Causes for Early Contract Termination.</i> The owner may terminate the contract prior to the contract term and evict the occupant, if the occupant:</p> <ul style="list-style-type: none"> (a) Violates the terms of the contract; (b) Is <i>alleged</i> to have violated any applicable law or rule; and/or (c) Is <i>alleged</i> to have committed one or more nuisance activities. 	<p>610.5-1. <i>Causes for Early Contract Termination.</i> The owner may terminate the contract prior to the contract term and evict the occupant, if the occupant:</p> <ul style="list-style-type: none"> (a) Violates the terms of the contract; (b) Is alleged to have violated Violates any applicable law or rule; and/or (c) Is alleged to have committed Commits one (1) or more nuisance activities.
<p>610.5-2. <i>Domestic Abuse Defense to Eviction.</i> An occupant has a valid defense to eviction if he or she alleges that if not for the <i>alleged</i> domestic abuse, which is noticed to the owner with any of the following documentation, there would not be cause for eviction under section 610.5-1:</p>	<p>There is no proposed changed to the use of the term alleged in section 610.5-2 since providing that alleged domestic abuse is a valid defense to eviction provides the greatest protection to the occupant.</p>
<p>610.5-3. <i>Notice.</i> This section governs the amount of notice required to evict as well as the manner and form of notice required. When an owner provides notice in compliance with these requirements, the occupant is not entitled to possession or use of the premises after the date of the termination provided in the notice.</p> <p>(c) <i>Eviction for Violation of Applicable Law or Rule or Nuisance by Occupant.</i> The owner may terminate an occupant’s contract based on an <i>alleged</i> violation of an applicable law or rule or if the occupant commits a nuisance act.</p> <p>(1) In order to terminate based on this section, the owner must have received notice, which may be from, but is not limited to, another occupant, law enforcement agency or a local government’s office of the district attorney, which reports:</p> <ul style="list-style-type: none"> (A) a violation of an applicable law or rule on behalf of the occupant or in the occupant’s unit, or (B) a nuisance that exists in that occupant’s unit or was caused by that occupant on the owner’s 	<p>610.5-3. <i>Notice.</i> This section governs the amount of notice required to evict as well as the manner and form of notice required. When an owner provides notice in compliance with these requirements, the occupant is not entitled to possession or use of the premises after the date of the termination provided in the notice.</p> <p>(c) <i>Eviction for Violation of Applicable Law or Rule or Nuisance by Occupant.</i> The owner may terminate an occupant’s contract based on an alleged a violation of an applicable law or rule or if the occupant commits a nuisance act.</p> <p>(1) In order to terminate based on this section, the owner must have received notice, which may be from, but is not limited to, another occupant, from a law enforcement agency or a local government’s office of the district attorney, which reports:</p> <ul style="list-style-type: none"> (A) a violation of an applicable law or rule on behalf of the occupant or in the occupant’s unit, or (B) a nuisance that exists in that occupant’s unit or was caused by that occupant on the owner’s

<p>property. In order to terminate the contract, the owner shall give the occupant written notice requiring the occupant to vacate on or before a date at least five (5) calendar days after the giving of the notice.</p> <p>(2) The occupant may contest a termination based on a violation of applicable law or rule or nuisance by filing a complaint challenging the basis of the eviction with the Oneida Judiciary.</p> <p>(3) If the occupant contests the termination prior to the termination date provided in the notice, the eviction is stayed and the contract may not be terminated without proof to the Oneida Judiciary by the owner by the greater preponderance of the credible evidence of the allegation that a violation of law and/or rule and/or nuisance exists in that occupant's unit or was caused by that occupant.</p> <p>(4) Despite an owner's satisfaction of the proof requirements in section 610.5(c)(3), the Oneida Judiciary may, at its discretion, stay an eviction by honoring any alternative agreement regarding pending actions entered into by the occupant and a court of competent jurisdiction pending successful completion of the alternative agreement.</p>	<p>property. In order to terminate the contract, the owner shall give the occupant written notice requiring the occupant to vacate on or before a date at least five (5) calendar days after the giving of the notice.</p> <p>(2) The occupant may contest a termination based on a violation of applicable law or rule or nuisance by filing a complaint challenging the basis of the eviction with the Oneida Judiciary.</p> <p>(3) If the occupant contests the termination prior to the termination date provided in the notice, the eviction is stayed and the contract may not be terminated without proof to the Oneida Judiciary by the owner by the greater preponderance of the credible evidence of the allegation that a violation of law and/or rule and/or nuisance exists in that occupant's unit or was caused by that occupant.</p> <p>(4) Despite an owner's satisfaction of the proof requirements in section 610.5(c)(3), the Oneida Judiciary may, at its discretion, stay an eviction by honoring any alternative agreement regarding pending actions entered into by the occupant and a court of competent jurisdiction pending successful completion of the alternative agreement.</p>
---	---

Although the removal of the words alleged and allegations does not drastically change how the Eviction and Termination law is utilized and implemented, it does clarify that contract terminations and evictions are not occurring based on simple allegations of misconduct. Contract termination and evictions are only occurring when there is adequate evidence to prove the misconduct.

When an owner terminates the contract prior to the contract term and evicts the occupant, due to a violation of any applicable law or rule or nuisance activity, the notification of that nuisance activity

is required to come from a law enforcement agency or a local government's office of the district attorney. [6 O.C. 610.5-3(c)(1)]. In addition to removing the words alleged and allegations, the LOC is proposing that the provision in section 610.5-3(c)(1) that currently allows another occupant to notice the misconduct be removed, eliminating the possibility that the notice of misconduct is coming from a source that lacks the expertise to evaluate violations of law based on evidence. The occupant may contest a termination based on a violation of applicable law or rule or nuisance by filing a complaint challenging the basis of the eviction with the Oneida Judiciary. [6 O.C. 610.5-3(c)(2)]. The owner must be able to demonstrate to the Oneida Judiciary by the greater preponderance of the credible evidence that that a violation of law, rule, or nuisance exists in that occupant's unit or was caused by that occupant, or else the contract may not be terminated. [6 O.C. 610.5-3(c)(3)]. Preponderance of the evidence is the standard of proof utilized in most civil cases and means that the violation is more likely than not to have occurred – so more simply put, this means that there must be at least a fifty-one percent (51%) likelihood that the facts are true.

Requiring that first, the notice of misconduct for a contract termination come from a law enforcement agency or district attorney's office, and then requiring that any contract termination be based on the greater preponderance of the credible evidence, while still allowing the occupant the opportunity to contest the contract termination with the Oneida Judiciary, provides adequate protections for the occupant.

Additional Amendments to the Eviction and Termination Law

In addition to the amendments mentioned above to comply with the February 25, 2024, GTC directive, the LOC is also in the process of developing other comprehensive amendments to the Eviction and Termination law based on information received during its collaborative work meetings and various community outreach events.

All proposed amendments to the Eviction and Termination law will be processed in accordance with the Legislative Procedures Act once a draft is finalized. All members of the community are encouraged to follow the LOC's work on the Eviction and Termination law amendments as they make their way through the legislative process and participate in the future public meeting and public comment period.

The work on amending the Eviction and Termination law may be ongoing, but the LOC is confident that improvements that will benefit the community will be made through the adoption of amendments to the Eviction and Termination law.

Requested Action

Accept as information the memorandum entitled, *Follow up on February 25, 2024, GTC Directive for Amendments to the Eviction and Termination Law*.

THIS DRAFT IS INCLUDED FOR DEMONSTRATIVE PURPOSES ONLY. A FINALIZED DRAFT IS NOT YET PREPARED. ANY PROPOSED AMENDMENTS INCLUDED IN A FINAL DRAFT STILL NEED TO FOLLOW THE LEGISLATIVE PROCESS PROVIDED FOR IN THE LEGISLATIVE PROCEDURES ACT. THIS DRAFT IS NOT READY FOR ADOPTION.

Title 6. Property and Land - Chapter 610
EVICITION AND TERMINATION
shakonato·líhe? okhale? washakonahtú·tha? Aolihwá·ke
they shoo them away – they vanished them – issues

610.1.	Purpose and Policy	610.6.	Failure to Vacate Following Notice of Eviction or Contract Expiration
610.2.	Adoption, Amendment, Repeal	610.7.	Withholding From and Return of Security Deposits
610.3.	Definitions	610.8.	Eviction and Termination Actions
610.4.	Administrative Rulemaking Authority		
610.5.	Early Contract Termination		

610.1. Purpose and Policy

610.1-1. *Purpose.* The purpose of this law is to provide consistent procedures relating to the Nation’s rental and leasing programs for terminating a contract and/or evicting an occupant which affords the applicant due process and protects all parties involved.

610.1-2. *Policy.* It is the Nation’s policy to provide fair termination and eviction processes that preserves the peace, harmony, safety, health, general welfare and the Nation’s resources.

610.2. Adoption, Amendment, Repeal

610.2-1. This law was adopted by the Oneida Business Committee by resolution BC-10-12-16-A.

610.2-2. This law may be amended or repealed by the Oneida Business Committee pursuant to the procedures set out in the Legislative Procedures Act.

610.2-3. 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.

610.2-4. 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.

610.2-5. This law is adopted under the authority of the Constitution of the Oneida Nation.

610.3. Definitions

610.3-1. This section shall govern the definitions of words and phrases as used herein. All words not defined herein shall be used in their ordinary and everyday sense.

(a) “Comprehensive Housing Division” means the entity responsible for housing matters specifically related to contracts governed by this law as defined by Oneida Business Committee Resolution.¹

(b) “Contract” means either a lease document pursuant to the Leasing law or a rental agreement pursuant to the Landlord-Tenant law.

(c) “Eviction” means to expel an occupant from the premises.

(d) “Nation” means the Oneida Nation.

¹ See BC Resolution 09-27-17-H providing that the Comprehensive Housing Division means the division within the Oneida Nation under the direction of the Comprehensive Housing Division Director which consists of all residential services offered by the Nation, including but not limited to, all rental programs, the rent-to-own program, and the residential sales and mortgages programs.

THIS DRAFT IS INCLUDED FOR DEMONSTRATIVE PURPOSES ONLY. A FINALIZED DRAFT IS NOT YET PREPARED. ANY PROPOSED AMENDMENTS INCLUDED IN A FINAL DRAFT STILL NEED TO FOLLOW THE LEGISLATIVE PROCESS PROVIDED FOR IN THE LEGISLATIVE PROCEDURES ACT. THIS DRAFT IS NOT READY FOR ADOPTION.

(e) “Nuisance” means an occupant’s interference with another occupant’s use and enjoyment of the premises. Nuisance activities include, but are not limited to, allegations of harassment, disorderly conduct, battery, lewd and lascivious behavior, prostitution, theft, possession of stolen property, arson, illegal drug activity, gambling, animal violations, trespassing, weapons violations, habitual noise violations (as defined in the rules which the Land Commission and the Comprehensive Housing Division shall jointly establish), execution of warrants, alcohol violations, obstruction/resisting, inspection related calls in which a law enforcement agency responds.

(f) “Occupant” means the person granted the right to use or occupy a premises pursuant to a lease or rental agreement entered into in accordance with the Leasing law or Landlord-Tenant law respectively.

(g) “Owner” means the Nation in its capacity as a lessor as defined in the Leasing law or as a landlord as defined in the Landlord Tenant law.

(h) “Premises” means the property covered by a contract, including not only the real property and fixtures, but also any personal property furnished by the owner pursuant to a contract.

(i) “Rent” means the sum or amount agreed in the contract to be paid by the occupant to the owner for exclusive possession of the property for the period of time set by the contract.

(j) “Rule” means a set of requirements, including citation fees and penalty schedules, enacted in accordance with the Administrative Rulemaking law based on authority delegated in this law in order to implement, interpret and/or enforce this law.

(k) “Security Deposit” means a payment made to the owner by the occupant to ensure that payments will be made and other responsibilities of the contract performed.

(l) “Waste” means physical damage or deterioration caused to the premises, whether intentional or negligent.

610.4. Administrative Rulemaking Authority

610.4-1. *Residential Contracts.* The Land Commission and the Comprehensive Housing Division may jointly create rules to further govern the processes contained in this law related to residential contracts.

610.4-2. *Agricultural and Business Contracts.* The Land Commission and the Division of Land Management may jointly create rules to further govern the processes contained in this law related to agricultural and business contracts.

610.5. Early Contract Termination

610.5-1. *Causes for Early Contract Termination.* The owner may terminate the contract prior to the contract term and evict the occupant, if the occupant:

(a) Violates the terms of the contract;

(b) ~~Is alleged to have violated~~ **Violates** any applicable law or rule; and/or

(c) ~~Is alleged to have committed~~ **Commits** one (1) or more nuisance activities.

610.5-2. *Domestic Abuse Defense to Eviction.* An occupant has a valid defense to eviction if he or she alleges that if not for the alleged domestic abuse, which is noticed to the owner with any of the following documentation, there would not be cause for eviction under section 610.5-1:

(a) An injunction order under Wis. Stat. 813.12(4) or any other law of the Nation protecting the tenant from a co-tenant;

THIS DRAFT IS INCLUDED FOR DEMONSTRATIVE PURPOSES ONLY. A FINALIZED DRAFT IS NOT YET PREPARED. ANY PROPOSED AMENDMENTS INCLUDED IN A FINAL DRAFT STILL NEED TO FOLLOW THE LEGISLATIVE PROCESS PROVIDED FOR IN THE LEGISLATIVE PROCEDURES ACT. THIS DRAFT IS NOT READY FOR ADOPTION.

77 (b) An injunction order under Wis. Stat. 813.122 or any other law of the Nation protecting
78 a child of the tenant from a co-tenant;

79 (c) An injunction order under Wis. Stat. 813.125(4) or any other law of the Nation
80 protecting the tenant or child of the tenant from a co-tenant, based on the co-tenant's
81 engaging in an act that would constitute sexual assault under Wis. Stat. 940.225, 948.02 or
82 948.025, or stalking under Wis. Stat. 940.32, or attempting or threatening to do the same;

83 (d) A condition of release under Wis. Ch. 969 ordering the co-tenant not to contact the
84 tenant;

85 (e) A criminal complaint alleging that the co-tenant sexually assaulted the tenant or a child
86 of the tenant under Wis. Stat. 940.225, 948.02 or 948.025;

87 (f) A criminal complaint alleging that the co-tenant stalked the tenant or a child of the
88 tenant under Wis. Stat. 940.32; or

89 (g) A criminal complaint that was filed against the co-tenant as a result of the co-tenant
90 being arrested for committing a domestic abuse offense against the tenant under Wis. Stat.
91 968.075.

92 610.5-3. *Notice.* This section governs the amount of notice required to evict as well as the
93 manner and form of notice required. When an owner provides notice in compliance with these
94 requirements, the occupant is not entitled to possession or use of the premises after the date of the
95 termination provided in the notice.

96 (a) *Eviction for Failure to Pay Rents.*

97 (1) If an occupant fails to pay any installment of rent when due, the occupant's
98 contract is terminated if the owner gives the occupant notice requiring the tenant to
99 pay rent or vacate on or before a date at least thirty (30) calendar days after the
100 giving of the notice and if the occupant fails to pay accordingly.

101 (2) If an occupant has been given notice under 610.5-3(a)(1) and has paid the rent
102 on or before the specified date, or been permitted by the owner to remain in
103 possession contrary to such notice, and thereafter fails to pay a subsequent
104 installment of rent on time within one (1) year of said notice, the occupant's
105 contract is terminated if the owner, while the occupant is in default in payment of
106 rent, gives the occupant notice to vacate on or before a date at least fourteen (14)
107 calendar days after the giving of the notice.

108 (b) *Eviction for Waste or Contract Breach other than Rent Payment.*

109 (1) If an occupant commits waste or breaches any covenant or condition of the
110 occupant's contract, other than for payment of rent, the occupant's tenancy is
111 terminated if the owner gives the occupant a notice requiring the occupant to
112 remedy the default or vacate the premises on or before a date at least thirty (30)
113 calendar days after the giving of the notice, and if the occupant fails to comply with
114 such notice. An occupant is deemed to be complying with the notice if promptly
115 upon receipt of such notice the occupant takes reasonable steps to remedy the
116 default and proceeds with reasonable diligence, or if damages are adequate
117 protection for the owner and the occupant makes a bona fide and reasonable offer
118 to pay the owner all damages for the occupant's breach.

119 (2) If within one (1) year from the giving of any notice under 610.5-3(b)(1), the
120 occupant again commits waste or breaches the same or any other covenant or
121 condition of the occupant's contract, other than for payment of rent, the occupant's
122 contract is terminated if the owner, prior to the occupant's remedying the waste or

THIS DRAFT IS INCLUDED FOR DEMONSTRATIVE PURPOSES ONLY. A FINALIZED DRAFT IS NOT YET PREPARED. ANY PROPOSED AMENDMENTS INCLUDED IN A FINAL DRAFT STILL NEED TO FOLLOW THE LEGISLATIVE PROCESS PROVIDED FOR IN THE LEGISLATIVE PROCEDURES ACT. THIS DRAFT IS NOT READY FOR ADOPTION.

breach, gives the occupant notice to vacate on or before a date at least fourteen (14) calendar days after the giving of the notice.

(c) *Eviction for Violation of Applicable Law or Rule or Nuisance by Occupant.* The owner may terminate an occupant's contract based on ~~an alleged~~^a violation of an applicable law or rule or if the occupant commits a nuisance act.

(1) In order to terminate based on this section, the owner must have received notice, ~~which may be from, but is not limited to, another occupant,~~ ^{from a} law enforcement agency or a local government's office of the district attorney, which reports:

(A) a violation of an applicable law or rule on behalf of the occupant or in the occupant's unit, or

(B) a nuisance that exists in that occupant's unit or was caused by that occupant on the owner's property. In order to terminate the contract, the owner shall give the occupant written notice requiring the occupant to vacate on or before a date at least five (5) calendar days after the giving of the notice.

(2) The occupant may contest a termination based on a violation of applicable law or rule or nuisance by filing a complaint challenging the basis of the eviction with the Oneida Judiciary.

(3) If the occupant contests the termination prior to the termination date provided in the notice, the eviction is stayed and the contract may not be terminated without proof to the Oneida Judiciary by the owner by the greater preponderance of the credible evidence ~~of the allegation~~ that a violation of law and/or rule and/or nuisance exists in that occupant's unit or was caused by that occupant.

(4) Despite an owner's satisfaction of the proof requirements in section 610.5(c)(3), the Oneida Judiciary may, at its discretion, stay an eviction by honoring any alternative agreement regarding pending actions entered into by the occupant and a court of competent jurisdiction pending successful completion of the alternative agreement.

(d) *Content, Form and Manner of Giving Notice.*

(1) *Notice Content.* Notices required to be provided under this law shall include the following:

(A) The violation of law and/or rule, committing of nuisance and/or breach of the contract, with citations to the applicable law, rule and/or contract clause;

(B) If the notice is pursuant to section 610.5-3(a), the current delinquent balance due;

(C) If the notice is pursuant to section 610.5-3(a) or (b):

(i) A statement that the occupant has a thirty (30) day period to cure;

(ii) The date the period to cure expires and the termination becomes effective in the event occupant does not cure; and

(iii) Potential consequences for failure to cure, which may include, but are not limited to eviction and the assessment of damages against the occupant.

(D) If notice is pursuant to section 610.5-3(c), a statement that the occupant may request a hearing with the Oneida Judiciary prior to the effective date

THIS DRAFT IS INCLUDED FOR DEMONSTRATIVE PURPOSES ONLY. A FINALIZED DRAFT IS NOT YET PREPARED. ANY PROPOSED AMENDMENTS INCLUDED IN A FINAL DRAFT STILL NEED TO FOLLOW THE LEGISLATIVE PROCESS PROVIDED FOR IN THE LEGISLATIVE PROCEDURES ACT. THIS DRAFT IS NOT READY FOR ADOPTION.

169 of the termination provided on the notice, and that, if the occupant timely
 170 files for a hearing, there is an automatic stay on the eviction pending the
 171 determination of the Oneida Judiciary;

172 (E) The contact information for the Comprehensive Housing Division staff
 173 available to answer questions and/or hear concerns of the occupant related
 174 to the notice.

175 (2) *Notice to Individuals*. When providing notice to an occupant that is an
 176 individual, the owner shall use one of the following methods:

177 (A) Giving a copy of the notice personally to the occupant or by leaving a
 178 copy at the occupant's usual place of abode in the presence of some
 179 competent member of the occupant's family at least fourteen (14) years of
 180 age, who is informed of the contents of the notice, provided that the owner
 181 may request that the notice be personally served to the occupant by the
 182 Oneida Police Department;

183 (B) Leaving a copy with any competent person apparently in charge of the
 184 premises or occupying the premises or a part thereof, and by mailing a copy
 185 by first class mail to the occupant's last-known address;

186 (C) If notice cannot be given under subsection (A) or (B) with reasonable
 187 diligence, by affixing a copy of the notice on an entrance to the rented
 188 premises where it can be conveniently read and by mailing a copy by first
 189 class mail to the occupant's last-known address;

190 (D) By mailing a copy of the notice by registered or certified mail to the
 191 tenant at the tenant's last-known address;

192 (E) By serving the occupant as prescribed in the Rules of Civil Procedure
 193 for the service of a summons.

194 (3) *Notice to Corporations or Partnerships*. If notice is to be given to a corporation
 195 notice may be given by any method provided in subsection (1) except that notice
 196 under subsection (1)(A) may be given only to an officer, director, registered agent
 197 or managing agent, or left with an employee in the office of such officer or agent
 198 during regular business hours. If notice is to be given to a partnership, notice may
 199 be given by any method in subsection (1) except that notice under subsection (1)(A)
 200 may be given only to a general partner or managing agent of the partnership, or left
 201 with an employee in the office of such partner or agent during regular business
 202 hours, or left at the usual place of abode of a general partner in the presence of some
 203 competent member of the general partner's family at least fourteen (14) years of
 204 age, who is informed of the contents of the notice.

205 (4) *Notice to One (1) of Several Parties*. If there are two (2) or more co-occupants
 206 of the same premises, notice given to one (1) is deemed to be given to the others
 207 also.

208 (5) *Effect of Actual Receipt of Notice*. If notice is not properly given by one (1) of
 209 the methods specified in this section, but is actually received by the other party, the
 210 notice is deemed to be properly given; but the burden is upon the owner alleging
 211 actual receipt to prove the fact by clear and convincing evidence.

212 (e) *Contrary Provision in the Contract*. Except for leases entered into pursuant to the
 213 Leasing law, any termination provisions in a contract that are contrary to those provided in
 214 this law are invalid.

THIS DRAFT IS INCLUDED FOR DEMONSTRATIVE PURPOSES ONLY. A FINALIZED DRAFT IS NOT YET PREPARED. ANY PROPOSED AMENDMENTS INCLUDED IN A FINAL DRAFT STILL NEED TO FOLLOW THE LEGISLATIVE PROCESS PROVIDED FOR IN THE LEGISLATIVE PROCEDURES ACT. THIS DRAFT IS NOT READY FOR ADOPTION.

215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259

610.6. Failure to Vacate Following Notice of Eviction or Contract Expiration

610.6-1. *Changing of Locks and Removal of Occupant.* If an occupant fails to vacate the premises following notice of termination based on eviction, occupant termination or expiration and non-renewal of a contract, the owner shall secure and take possession of the premises once the timeframe in the notice of termination has expired.

(a) The Comprehensive Housing Division shall contact the Oneida Police Department to request that an Oneida Police Officer be on the scene while the locks are being changed.

(b) In the event the occupant has left personal property in the home, the occupant may retrieve the said personal property by contacting the Comprehensive Housing Division staff listed on the notice of termination. The Comprehensive Housing Division shall hold personal property for a minimum of five (5) business days, where a business day is Monday through Friday from 8:00 a.m. to 4:30 p.m. and excludes holidays recognized by the Nation.

(1) The Comprehensive Housing Division shall keep a written log of the date and the work time the Comprehensive Housing Division's staff expends storing and/or removing personal property and/or removing/disposing of debris left at the premises after the expiration of the timeframe provided in the notice of termination.

(2) The Land Commission and the Comprehensive Housing Division shall jointly create rules further governing the disposition of personal property in relation to residential contracts and the Land Commission and the Division of Land Management shall jointly create rules further governing the disposition of personal property in relation to agricultural and business contracts.

610.6-2. *Effect of Failure to Vacate.* A failure to vacate following notice of termination based on eviction, occupant termination or expiration and non-renewal of a contract does not in any circumstances, regardless of acceptance of rent payments, create a periodic tenancy. For the purposes of this section, a periodic tenancy means when an occupant uses/occupies a premises without an effective and valid contract by paying rent on a periodic basis including, but not limited to, day-to-day, week-to-week and month-to-month.

610.6-3. *Damages for Failure to Vacate.* If an occupant remains in possession of the premises without consent of the owner after notice of termination based on eviction, occupant termination or expiration and non-renewal of a contract, the owner may, at the owner's discretion, recover from the occupant damages suffered by the owner because of the failure of the occupant to vacate within the time required. In absence of proof of greater damages, the landlord shall recover as minimum damages twice the rental value apportioned on a daily basis for the time the occupant remains in possession. As used in this section, rental value means the amount for which the premises might reasonably have been rented, but not less than the amount actually paid or payable by the occupant for the prior rental period, and includes the money equivalent of any obligations undertaken by the occupant as part of the contract, such as regular property maintenance and repairs. Nothing in this section prevents the owner from seeking and recovering any other damages to which the owner may be entitled.

THIS DRAFT IS INCLUDED FOR DEMONSTRATIVE PURPOSES ONLY. A FINALIZED DRAFT IS NOT YET PREPARED. ANY PROPOSED AMENDMENTS INCLUDED IN A FINAL DRAFT STILL NEED TO FOLLOW THE LEGISLATIVE PROCESS PROVIDED FOR IN THE LEGISLATIVE PROCEDURES ACT. THIS DRAFT IS NOT READY FOR ADOPTION.

260 **610.7. Withholding From and Return of Security Deposits**

261 610.7-1. *Applicability.* This section applies only to contracts that require a security deposit.

262 610.7-2. *Standard Withholding Provisions.* When the owner returns a security deposit to an
 263 occupant after the occupant vacates the premises, the owner may withhold from the full amount of
 264 the security deposit only amounts reasonably necessary to pay for any of the following:

- 265 (a) Occupant damage, waste, or neglect of the premises;
- 266 (b) Unpaid rent for which the occupant is legally responsible;
- 267 (c) Payment that the tenant owes under the contract for utility service provided by the
 268 owner but not included in the rent;
- 269 (d) Payment that the tenant owes for direct utility service provided by a
 270 government-owned utility, to the extent that the landlord becomes liable for the tenant's
 271 nonpayment.
- 272 (e) Unpaid monthly municipal permit fees assessed against the occupant by a local unit of
 273 government, to the extent that the owner becomes liable for the occupant's nonpayment;
 274 and
- 275 (f) Any other payment for a reason provided in a nonstandard provision document
 276 described in 610.7-3.

277 610.7-3. *Nonstandard Withholding Provisions.* A contract may include one or more nonstandard
 278 withholding provisions that authorize the owner to withhold amounts from the occupant's security
 279 deposit for reasons not specified in 610.7-2(a) through (f). The owner shall provide any such
 280 nonstandard withholding provisions to the occupant in a separate written document entitled
 281 "Nonstandard Withholding Provisions." The owner shall specifically identify each nonstandard
 282 withholding provision with the occupant before the occupant enters into a contract with the owner.
 283 If the occupant signs his or her name, or writes his or her initials, by a nonstandard withholding
 284 provision, it is rebuttably presumed that the owner has specifically identified the nonstandard
 285 withholding provision with the occupant and that the occupant has agreed to it.

286 610.7-4. *Normal Wear and Tear.* This section does not authorize the owner to withhold any
 287 amount from a security deposit for normal wear and tear, or for other damages or losses for which
 288 the occupant cannot reasonably be held responsible under the terms of the contract, and applicable
 289 laws and/or rules of the Nation.

290 610.7-5. *Timing for Return of the Security Deposit.* The owner shall deliver or mail to an
 291 occupant the full amount of any security deposit paid by the occupant, less any amounts that may
 292 be withheld under subsections 610.7-2 and 610.7-3, within thirty (30) calendar days after any of
 293 the following:

- 294 (a) If the occupant vacates the premises on the original termination date of the contract, the
 295 date on which the contract terminates.
- 296 (b) If the occupant vacates the premises or is evicted before the original termination date
 297 of the contract, the date on which the occupant's rental agreement terminates or, if the
 298 owner re-rents the premises before the occupant's rental agreement terminates, the date on
 299 which the new occupant takes occupancy/use of the premises.
- 300 (c) If the occupant vacates the premises untimely or is removed from the premises pursuant
 301 to 610.6-1, the date on which the owner learns that the occupant has vacated the premises
 302 or has been removed from the premises under section 610.6-1.

303

THIS DRAFT IS INCLUDED FOR DEMONSTRATIVE PURPOSES ONLY. A FINALIZED DRAFT IS NOT YET PREPARED. ANY PROPOSED AMENDMENTS INCLUDED IN A FINAL DRAFT STILL NEED TO FOLLOW THE LEGISLATIVE PROCESS PROVIDED FOR IN THE LEGISLATIVE PROCEDURES ACT. THIS DRAFT IS NOT READY FOR ADOPTION.

304 **610.8. Eviction and Termination Actions**

305 610.8-1. The Oneida Judiciary is granted jurisdiction to hear complaints filed regarding actions
306 taken pursuant to this law.

307 610.8-2. No administrative hearing body, including a board, committee or commission, is
308 authorized to hear a complaint regarding actions taken pursuant to this law and/or a rental
309 agreement.

310 610.8-3. The owner is the Comprehensive Housing Division in regards to taking actions authorized
311 under this law and complaints filed with the Oneida Judiciary shall name the Comprehensive
312 Housing Division and the specific program.

313 *End.*

314

Adopted – BC-10-12-16-A

DRAFT

CHD 5-Day Notices and Crime Based Evictions From Eviction & Termination Adoption in 2017 to Present

#	Address	Date of Notice	Rental Agreement or Lease	Date of Lock Change	Days in Unit after 5 Day Notice	Pertinent Facts (all facts used in these summaries are public information contained in police reports and housing notices); and Financial Transparency for Lease Terminations	Litigation History
1	[REDACTED]	9/28/2023; 1/23/2024* This was technically a notice of non-renewal and not a 5-Day Notice	Rental Agreement - the Nation owns the land the house.	2/20/2024	28	On-going unsanitary condition of the unit following inspections from Oneida Nation Sanitarian to include a severe bed bug infestation in a multi complex unit housing other elder and disabled tribal members. Tenant is a disabled elder who recently had a leg and toes amputated and left the hospital to return to rental unit against the advice of doctors and her adult (competent) son who is her "caregiver". CHD provided lengthy casework support to these tenants seeking to get them supportive services to help provide better self care to continue living independently. Tenant repeatedly refused supportive services even though tenant's caregiver is not able to bathe or provide many other necessary personal hygiene cares to tenant. Tenant's son would do bare minimum so that the exterminator would treat the unit for bedbugs, but tenant would not shower her person while treatment occurred and did not clean personal property in preparation for treatment, so reinfestation continually occurred despite 5 chemical treatments. CHD was working with tenant and planning to enter a new rental agreement with tenant only if she would sign up for supportive services when CHD was in the unit in January and the sanitary conditions were again alarming. CHD determined it was not in the Nation's best interest to continue renting to tenant because CHD has a need to protect the health and safety of all tenants in the building. CHD declined renewing the agreement with a 7-days notice to tenants. The notice indicated that CHD would extend the agreement so that Tenant could have a residence to be assessed in for purposes of transferring to a nursing home type facility and tenant accepted the offer but did not follow through with appointments for the evaluations.	Tenant filed a timely complaint to stay the eviction. A TRO hearing was held on 2/14/24 for the purpose of determining the legality of the eviction. The Court found the eviction to be lawful based on the evidence presented with and found that CHD complied with all procedural requirements but extended the lock change out from February 15, 2024 to February 20, 2024 to give tenant additional time to remove her belongings.
2	[REDACTED]	9/29/2023	Rental Agreement - the Nation owns the land the house.	N/A - tenant cured		Tenant refused access to CHD's exterminator to treat a bed bug infestation in the complex, which is a public health nuisance pursuant to a memorandum from Oneida Nation Sanitarian and requires landlord action pursuant to the Landlord-Tenant law. The tenant was notified that they could comply with bed bug treatment protocols and provide access or vacate and the tenant complied.	N/A
3	[REDACTED]	5/3/2023	Rental Agreement - the Nation owns the land the house.	5/12/2023	9	May 3, 2023 overdose death occurred in the rental unit with evidence consistent with illegal drug use found on scene. Tenant is a blind elder tribal member who lives alone according to his household composition and has been noticed of nuisance activity occurring in his unit prior. In fact, CHD had issued tenant a 30-day notice to vacate without the opportunity to cure based on nuisance activity (multiple police calls, suspicious activity, unauthorized guests, complaints, disturbances, and welfare checks for suspected drug activity). Within the 30-day notice period is when the OD death occurred, expediting the notice from a 30-day notice to a 5-day notice.	Tenant filed a timely complaint to stay the eviction on May 5, 2023. A hearing was held on May 10, 2023 and again on May 12, 2023. During the hearing, before witnesses could be called, the tenant withdrew his complaint and agreed to vacate the unit.
4	[REDACTED]	6/7/2022	Rental Agreement - the Nation owns the land the house.	N/A	N/A	There was a 5-day notice issued to the tenant based on criminal activity in the unit and the neighborhood substantiated in police reports to include hit and run, criminal child abuse (physically attacking her teenage daughter) and disorderly conduct charges. Police Reports indicated that the tenant was severely dependant on alcohol and she died in the unit before the lock change date. CHD worked with the family post-mortem to ensure the minor children and the caregiver had the option to assume the rental agreement - the family declined maintaining the rental unit.	Tenant passed away in the unit 6/15/2022 from suspected alcohol poisoning while the matter was pending in court so it was dismissed.
5	[REDACTED]	5/10/2022	Rental Agreement - the Nation owns the land the house.	5/16/2022	6	Nuisance report from OPD for numerous police contacts including reports of suspected drug activity, arrests for theft from the Nation, complaints from neighbors, welfare checks and crime prevention monitoring.	N/A
6	[REDACTED]	3/25/2022	Rental Agreement - the Nation owns the land the house.	5/31/2022	67	OD (fentanyl) death of the co-head of household occurred at the unit with drug paraphernalia seized from the unit. Brother of the deceased fled the scene and was arrested the next day with fentanyl on his person.	Tenant filed a timely complaint to stay the eviction on March 29, 2022. Hearings were held before the Judiciary on April 13th and 15th, 2022. The Court found the eviction to be lawful based on the evidence presented with and found that CHD complied with all procedural requirements and ordered the Tenant to vacate by 4/25/2022 at 10 am. Tenant appealed the Trial Court's decision to the Oneida Appellate Court and the appeal was denied.
7	[REDACTED]	1/14/2022	Rental Agreement - the Nation owns the land the house.	2/15/2022	32	Tenant received 2 OPD citations for maintaining a chronic nuisance house in October and December 2021. Then, on 1/12/2022 a rescheduled home inspection was completed and, during the home inspection, drug paraphernalia was located at the rental premises. When OPD was contacted, OPD seized the property. CPD reports one pipe was consistent with use for marijuana smoking and the other was consistent with use for methamphetamine.	Tenant filed a timely complaint to stay the eviction on January 19, 2022. There was a pretrial hearing on January 25, 2022 which resulted in a scheduling order requiring all parties to submit their evidence and witness lists by February 8, 2022. On February 11, 2022 an advocate from the GTC Legal Resource Center submitted a notice of representation and a request to extend the filing dates to February 14, 2022, which was granted. Then, February 14, 2022, the advocate motioned to withdraw representation based on substantial failures of his client to provide critical information and documents, which was granted. CHD motioned for dismissal noting the tenant never disputed that the illegal activity occurred at her unit. The Court granted the motion to dismiss because it found the eviction to be lawful based on the evidence presented with and found that CHD complied with all procedural requirements.
8	[REDACTED]	9/29/2021	Rental Agreement - the Nation owns the land the house.	10/4/2021	5	CHD received a police report from a 9/8/21 incident where Tenant was treated for an OD at her unit with drugs and paraphernalia found on-property which tested positive for fentanyl and/or heroin. She was providing care for 4 minor children at the time of the OD. The incident resulted in 4 charges of criminal child neglect as well as charges related to possession of narcotics and drug paraphernalia.	N/A
9	[REDACTED]	6/15/2021	Rental Agreement - the Nation owns the land the house.	6/22/2021	7	CHD received a police report from OPD related to incidents on 4/10/21 and 5/26/21 during which the tenant was using drugs and alcohol and leaving her children unattended, which resulted in welfare checks being called on her children. The incidents resulted in criminal child neglect charges as well as charges related to possession of marijuana and other drug paraphernalia/narcotic equipment.	N/A

#	Address	Date of Notice	Rental Agreement or Lease	Date of Lock Change	Days in Unit after 5 Day Notice	Pertinent Facts (all facts used in these summaries are public information contained in police reports and housing notices); and Financial Transparency for Lease Terminations	Litigation History
10	[REDACTED]	2/23/2021	Rental Agreement - the Nation owns the land the house.	3/30/2021	35	CHD received a report from OPD that drug paraphernalia was located in the unit and during the course of OPD interview, recorded on bodycam, the tenant admitted to the OPD officer that she had used meth in her rental unit that day. Bodycam footage and evidences showed tin foil with burn marks and straws on the table while officers were talking to tenant.	Tenant filed a timely complaint to stay the eviction on February 25, 2021. A hearing was held on March 18, 2021 at which time the bodycam footage was provided to the court. The Court lifted the restraining order effective March 29, 2021, the date the Court found the eviction to be lawful based on the evidence presented with and found that CHD complied with all procedural requirements.
11	[REDACTED]	2/11/2021	Rental Agreement - the Nation owns the land the house.	2/16/2021	5	On 02/09/21 OPD received a call that from someone allegedly staying in the basement of the rental unit who said 2 unknown males came to the residence with a female wearing masks and carrying guns. The armed men stole drugs (possibly heroin) from the people residing in the basement and left. The remaining unnamed residents allegedly armed themselves after the incident. There were only two people listed on the household composition, but the caller indicated there may be 10 people staying in the basement on any given day. Caller further reported there have been multiple overdoses occurring in the basement of this residence for which the police were never called. OPD reported this concern to CHD via email and CHD called a meeting with OPD and Oneida Aging and Disability as one of the tenants is an elder. As a result of the meeting, it was agreed that Oneida Aging and Disability would do a welfare check on the elder listed on the household composition due to the suspected drug activity reported to be occurring in the unit. OPD accompanied the Aging and Disability representative and, while in the unit, asked for permission to check for illegal drugs in the basement; the tenant granted permission to search the property. On 2/11/2021 CHD received the report from OPD's search which provided information that on 2/10/2021 there was illegal drug paraphernalia found in the unit which supported the allegations of regular illegal drug use in the rental unit's basement; items collected include: a scale, burnt residue on tin foil, an uncapped syringe with multiple bags of clean syringes, a pipe made cut of electrical tape and tin foil, nasal narcain spray, blue rubber bands, a meth pipe, several mattresses on the floor, and a grey powder substance located within tin foil.	N/A
12	[REDACTED]	11/16/2020	Rental Agreement - the Nation owns the land the house.	12/2/2020	16	THIS WAS A 14-DAY NOTICE that CHD would have converted to a 5-day notice if it would have sped the eviction up, but based on the timing, the notice remained a 14-day notice. CHD repeatedly addressed reoccurring police contact at the unit with tenant. OPD reported to CHD that there have been 33 police contacts at this unit between 12/2019 and 11/2020 including disorderly conduct charges. After the 14-day notice was issued, tenant and her partner were both arrested and charged with possessing amphetamines, paraphernalia and weapons.	N/A
13	[REDACTED]	8/5/2020	Rental Agreement - the Nation owns the land the house.	9/1/2020	27	Manufacturing/delivery of heroin charges and maintaining a drug trafficking place were substantiated to have occurred at this unit through a report from the Brown County Drug Task Force. The report details that multiple controlled buys of fentanyl and heroin occurred at the rental property from cut of the window by a resident of the unit (his residence there was disputed but he collected mail and conducted many drug transactions there). A search of the rental property found a black digital scale, a glass crack cocaine pipe, tin foil with burn residue located in blankets on a child's bed, and 6 used syringes (found in a child's closet). During a documented interview of the small child by authorities, the child told officers her uncle (the dealer) sometimes comes into her room to use drugs and pointed to her arm to signify IV drug usage. The young child further reported she tells the tenant when she finds the needles throughout the house from drug usage and the tenant throws them away.	N/A
14	[REDACTED]	6/12/2019	Rental Agreement - the Nation owns the land the house.	6/18/2019	6	Tenant performed drug transaction with a criminal informant with the police report indicating that marijuana, methamphetamine and drug paraphernalia were seized from the rental unit.	N/A
15	[REDACTED]	10/26/2018	Rental Agreement - the Nation owns the land the house.	11/19/2018	24	CHD issued a 5 day notice to vacate when CHD received from news from OPD that the tenant was charged with possession of marijuana with the intent to distribute, possession of drug paraphernalia, 2 counts of operating a vehicle with a restricted controlled substance with passengers less than 16 years of age in the vehicle, and operating while revoked.	N/A
16	[REDACTED]	8/17/2018	Rental Agreement - the Nation owns the land the house.	8/23/2018	6	There was a large drug raid that occurred at this rental unit that resulted in the arrest and prosecution of the tenant and an unauthorized occupant documented to be residing there. The tenant was charged with 1 count of manufacture/delivery of heroin, 1 count of maintaining a drug trafficking place, 1 count of criminal child neglect, 1 count of possession of drug paraphernalia, and one count of possession of THC. The unauthorized occupant was charged with 4 counts of manufacturing and delivering heroin, 1 count of maintaining a drug trafficking place, 1 count of criminal child neglect, 1 count of possession of a firearm by a felon, 1 count of possession of an illegally obtained prescription, 1 count of possession of drug paraphernalia, and 1 count of possession of THC.	Tenant filed a timely complaint to stay the eviction on August 17, 2018. A hearing was held on August 20, 2018. In court tenant claimed to have no knowledge of the activity occurring at her unit, but CHD produced a signed statement tenant provided to law enforcement in which tenant acknowledged she was aware of the criminal activity occurring at her rental unit. The Court found the eviction to be lawful based on the evidence presented with and found that CHD complied with all procedural requirements.
17	[REDACTED]	1/24/2017	Rental Agreement - the Nation owns the land the house.	1/31/2017	7	Tenant was charged with substantial battery with intent to cause bodily harm with a domestic abuse modifier. The incident occurred at the rental unit.	N/A
18	[REDACTED]	8/17/2018	Lease - the Nation owns the land and the Lessee owns the	8/30/2018	13	Pertinent Facts: Lessee was the middle man in a heroin transaction. Based on police reports, CHD learned the lessee took a criminal informant to a known drug dealer's house where lessee then purchased heroin on behalf of the criminal informant. During the transaction, the informant remained in the car and the lessee went into the house to purchase the drugs. When lessee exited, he gave the criminal informant the heroin and was pulled over down the road and arrested with the marked money on his person.	Lessee filed a timely complaint to the Oneida Judiciary on August 22, 2018 and lessee was represented by the GTC Legal Resource Center. The preliminary hearing was held on August 23, 2018 and was rescheduled at the lessee's request for more time to August 29, 2018. On August 30, 2018, the Court found the eviction to be lawful based on the evidence it was supported with and found that CHD complied with all procedural requirements. On September 7, 2018,

#	Address	Date of Notice	Rental Agreement or Lease	Date of Lock Change	Days in Unit after 5 Day Notice	Pertinent Facts (all facts used in these summaries are public information contained in police reports and housing notices); and Financial Transparency for Lease Terminations	Litigation History
			house.			Financial Transparency: This was the Nation's first lease termination under the law and the Residential Leasing Rule did not yet have requirements related to payout of equity for lease terminations. As such, there was no appraisal ordered on this property at the time of lease termination. There was an outstanding loan on the property held by Bay Bank that lessee's remained responsible for despite their lease termination. At this point, it was CHD's position that it was lessee's responsibility to sell their home and that CHD would grant access for the sole purpose of showing the home. Lessees made no efforts CHD was aware of to sell the property and defaulted on their mortgage. On October 26, 2018, Bay Bank sent CHD the Notice of Default and Right of First Refusal to Buyout the Loan (based on language in the loan and lease documents). On November 5, 2018, CHD accepted Bay Bank's Right of First Refusal and on November 26, 2018 CHD paid of lessee's remaining mortgage balance of \$119,234.77. CHD did not seek a money judgment from lessee's for repayment of the mortgage balance.	Lessee filed a notice of appeal of the Trial Court's decision to the Appellate Court. On October 17, 2018, the Appellate Court denied Lessee's appeal.
19		1/14/2021	Lease - the Nation owns the land and the Lessee owns the house.			<p>Pertinent Facts: CHD received information in OPD Police Reports the lessee's residents were threatening neighbors and that there was illegal drug activity including 6/3/20 drug charges for possession of heroin in arrest did not occur at the house); 12/23/20 overdose at the leased premises; 12/25/20 overdose at the leased premises; 1/5/21 overdose at the leased premises; and 1/6/21 drug charges against 2 residents based on drug found at the leased site. On 1/14/21, CHD received Bay Bank's Notice of Default and Right of First Refusal due to Lessee's nonpayment of his mortgage. On 1/14/21, CHD met with the Lessee with the intent to enter new lease provisions that allowed the Lessee to remain in the lease but required him be the only person residing at the leased site. During the meeting, CHD asked the Lessee if he thought he would be able to keep the drug users (his daughter and grandson) out of his residence; he said they would not listen. Lessee said he often did not stay there and instead stayed with his daughter (who attended the meeting with him). CHD took a break and consulted with Oneida Aging and Disability representatives because CHD had concerns for elder abuse. An Aging and Disability representative came to CHD to sit in on the meeting where the parties discussed the lessee's future housing options. On 1/20/21, CHD accepted Bay Bank's right of first refusal; while CHD offered the Lessee alternate housing in the Nation's rental program, the Lessee declined CHD's offer. CHD provided the Lessee with discounts to the amount of health and safety repairs required in the unit because the lessee agreed to apply for assistance that could help him pay down his utility balances. CHD assisted Lessee with evicting persons residing there while the Lessee and CHD worked the situation out by drafting notices for Lessee and CHD to jointly sign to be given to the residents and posted on the property.</p> <p>Financial Transparency: At the time of lease termination, the home was appraised at \$105,000.00. Lessee had a mortgage with Bay Bank with a remaining balance of \$93,789.30. The cost of health and safety repairs required in the home inspection was reduced from \$51,175.00 to \$24,500.00. Lessee owed unpaid utilities in the amount of \$1,768.05. The costs of the required reports (home inspection and appraisal) were \$650.00. Lessee signed an agreement to pay CHD for the negative equity in his home total \$15,707.35. To prepare the home for re-sale, CHD made improvements to the property costing \$146,420.04. Following CHD's repairs, the property was appraised and listed through the Residential Sales Rule for \$213,000.00. CHD accepted the highest offer on the property (offers are submitted sealed to Bay Bank) of \$230,005.50. CHD did not seek a money judgment from lessee for repayment of the negative equity.</p>	N/A
20		3/23/2021	Lease - the Nation owns the land and the Lessee owns the house.	4/15/2021	23	<p>Pertinent Facts: Lessee had over 30 police calls to her property in the previous 24 month period when on March 11, 2021, a pocket 911 call resulted in OPD completing a welfare check at the Lessee's property. The lessee and the minor children in her care were not on-site at the time police arrived. Police entered the unit and, after making numerous loud calls, found lessee's daughter and the daughter's boyfriend in the basement of the house. Also located in the basement was an ice shanty housing an immature marijuana grow lab of approximately 20 plants and other drug paraphernalia to include scales and cut up straws. While lessee may have claimed no prior knowledge of the marijuana grow lab, CHD staff determined that was unlikely due to the size of the ice shanty and how close it was to the tenant's only washer and dryer as well as children's play toys. On March 14, 2021, just 3 days after the marijuana grow lab was located, lessee's daughter was pulled over onto lessee's property (her destination) with heroin and drug paraphernalia on her.</p> <p>Financial Transparency: At the time of lease termination, the home was appraised at \$175,000.00. Lessee had a mortgage with Bay Bank with a remaining balance of \$70,655.17. The average estimated cost of health and safety repairs required in the home inspection was \$10,400.00. CHD had to remove personal property from the premises following lock change for clean up costs of \$1,630.00. Lessee owed tribal debts and tribal utilities unpaid amounts totaling \$553.89. The costs of the required reports (home inspection and appraisal) were \$650.00. The pro-rated property taxes for lessee's occupancy period in 2021 were \$808.08. Lessee was paid by CHD for her equity in the home via check mailed to her attorney in the amount of \$90,242.86. Lessee claimed this site was significant to her family due to her mother residing next door and the land having historical ties to her family, so CHD offered to sell the improvements to the lessee's brother in order to keep the residential lease in the family. The offer was that the brother would pay for the improvements as-is (except CHD would make the minimum health and safety repairs identified in the home inspection) at CHD's costs to buy out the loan and pay Lessee for the equity in the property (\$160,898.03) and CHD would enter a new residential lease with the brother. The brother indicated he would look into financing but never returned the Nation's inquiries.</p> <p>To prepare the home for re-sale, CHD made improvements to the property costing \$58,481.14. Following CHD's repairs, the property was appraised at and listed through the Residential Sales Rule for \$225,500.00. CHD accepted the highest offer on the property (offers are submitted sealed to Bay Bank) of \$276,000.50.</p>	Lessee filed a timely complaint to the Oneida Judiciary on March 23, 2021 and a pre-trial hearing was held on March 25, 2021 during which Lessee was represented by an attorney experienced practicing before the Oneida Judiciary. On April 9, 2021, the Court found the eviction to be lawful based on the evidence it was supported with and found that CHD complied with all procedural requirements. The order also set a schedule for reconciling lessee's equity in the property following an appraisal and home inspection. The Lessee then filed an appeal of the Trial Court's decision upholding the eviction to the Appellate Court but thereafter withdrew her appeal. On July 16, 2021, CHD filed a motion to enforce the lease termination that summarized the payout to the Lessee to which the Lessee, through her attorney, objected to. On July 26, 2021, the Judiciary ruled on the lessee's objections and found that CHD did overcharge the lessee for home repairs because CHD only charged for select health and safety items identified in the home inspection and further stated that lessee was not able to support her claim that the amount of her mortgage payoff to Bay Bank was inaccurate as CHD's figures were supported by Bay Bank's payoff analysis. On August 31, 2021, the Judiciary issued an order closing out the lease termination based on proof that CHD had paid off the tenant's loan and paid the lessee for any remaining equity she had in the property less the cost of basic health and safety repairs required on the home inspection (a document prepared by an independent 3rd party).

#	Address	Date of Notice	Rental Agreement or Lease	Date of Lock Change	Days in Unit after 5 Day Notice	Pertinent Facts (all facts used in these summaries are public information contained in police reports and housing notices); and Financial Transparency for Lease Terminations	Litigation History
21	[REDACTED]	8/24/2021	Lease - the Nation owns the land and the Lessee owns the house.	8/29/2021	5	Pertinent Facts: CHD issued a 5-day notice to Lessee following the OD death of co-lessee at the property, the investigation of which resulted in the Lessee being charged with maintaining a drug trafficking place, possession of drug paraphernalia, possession of methamphetamine and other charges. In the 5-day notice, CHD acknowledged that the Lessee currently had a signed offer to purchase on the home, so CHD agreed to delay actions related to assuming ownership of the improvements until the transaction closed so long as the purchaser agrees to terms in his/her residential lease that will prohibit renting the property back to the lessee. Additionally, while Lessee's ownership of the improvements continued until the transaction closed on September 13, 2021, the Lessee was not permitted to occupy the residence or access the premises without CHD's consent after the 5-day notice lock change date of Sunday, August 29th, 2021. The sale of the improvements closed in the private transaction on September 13, 2021 as scheduled and CHD entered a new lease with the buyer.	N/A
22	[REDACTED]	4/5/2022	Lease - the Nation owns the land and the Lessee owns the house.	4/11/2022	5	Pertinent Facts: CHD issued the 5-day notice to the lessee because an April 1, 2022 report from the Oneida Nation Building Inspector and Sanitarian indicated that the improvements were condemned and also because OPD had recently labeled the property a nuisance property, based on repeated calls at the property, including multiple visits to execute arrest warrants against the Lessee and a recent disturbance at the property. At the time of the notice, the Lessee was incarcerated with charges pending for alleged burglary to a building or dwelling, theft of movable property, obstructing an officer and threats to a law enforcement officer and parole revocation for a 2019 drug charge for manufacturing and delivering amphetamine as a second and subsequent offense. The Lessee contacted CHD and indicated he was not opposed to the lease termination but requested that the site be allowed to remain with his family at the lease site had historical significance to his family and his mother lives next door. CHD agreed to allow Lessee's niece, who does not have a criminal record, to sign a residential lease to build a new home on the property but indicated that the condemned property would need to be demolished due to recent vandalism and the deteriorated quality of the structure. The niece is out of the country and will be touching base with CHD upon her return.	N/A



LOC AGENDA REQUEST FORM



PLEASE COMPLETE THE FOLLOWING INFORMATION:

1) Date: 04-22-24 Person submitting request: Larry Barton

2) Council Member, Entity, or other person requesting this draft: _____

3) Phone Number: Day 920-869-4394 Evenings _____ E-mail: lbarton2@oneidanation.org

4) Persons to contact for questions about this draft (names and phone numbers) _____

5) Describe the issue, including any helpful examples.

To create a law in Title 10 GWE for participants in the Pow Wow to make this an allowable category under the IRS Notice 2015-34


6) Describe how you would like to resolve the issue:

7) Please list other departments or persons you have brought your concern to:

8) Do you consider this request urgent? **Yes** If yes, please indicate why: _____

9) Should we give this request priority over any pending request of this Council Member, entity or person? **Yes**
Please attach a copy of any correspondence or other material that may help us, including an electronic version if available.
If you know of any laws, ordinances or resolutions that might be affected list them or provide a marked-up copy.

I, the undersigned, have reviewed the attached materials, and understand that they are subject to action by the Legislative Operating Committee.

Signature of Requester:  Date: 04-22-24
(Signature required)

Legislative Operating Committee (LOC)
P.O. Box 365
Oneida, WI 54155
Phone: 920-869-4240



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



AGENDA REQUEST FORM

- 1) Request Date: 04/04/2024
- 2) Contact Person(s): Larry Barton
 Dept: Treasurer
 Phone Number: 4493 Email: lbarton2@oneidanation
- 3) Agenda Title: GWA Law -Cultural Signficant Event Pow Wow Participant
- 4) Detailed description of the item and the reason/justification it is being brought before the LOC:
To create a law in Title 10 GWE for participants in the Pow Wow
to make this an allowable category under the IRS Notice 2015-34

List any supporting materials included and submitted with the Agenda Request Form

- 1) _____ 3) _____
- 2) _____ 4) _____

- 5) Please list any laws, policies or resolutions that might be affected:
Chapter 10
- 6) Please list all other departments or person(s) you have brought your concern to:

- 7) Do you consider this request urgent? Yes No
 If yes, please indicate why:
Pow Wow is coming up in June this will be needed by then

I, the undersigned, have reviewed the attached materials, and understand that they are subject to action by the Legislative Operating Committee.

Signature of Requester:

Please send this form and all supporting materials to:

LOC@oneidanation.org
or
Legislative Operating Committee (LOC)
P.O. Box 365
Oneida, WI 54155
Phone 920-869-4376



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



AGENDA REQUEST FORM

- 1) Request Date: May 01, 2024
- 2) Contact Person(s): Sacheen Lawrence; Jolene Hensberger
Dept: School Board
Phone Number: (920) 869-4654 Email: osb-slaw@oneidanation.org; jhensber@oneidanation.org
- 3) Agenda Title: Approve Updated School Board Bylaws
- 4) Detailed description of the item and the reason/justification it is being brought before the LOC:
The School Board is required to review and update the School Board Bylaws and changes requested need to be reviewed and approved. The School Board has many school-wide issues to address as well as projects needing to be worked on in addition to BIE trainings.

List any supporting materials included and submitted with the Agenda Request Form

- 1) Updated School Board Bylaws 3) _____
- 2) School Board Minutes 4) _____

- 5) Please list any laws, policies or resolutions that might be affected:
Boards, Committees, and Commissions stipend and meeting laws, and School Board bylaws
- 6) Please list all other departments or person(s) you have brought your concern to:
Business Committee
- 7) Do you consider this request urgent? Yes No
If yes, please indicate why:
The School Board is consistently addressing school-wide issues.

, and expired terms and newly elected term dates to avoid insufficient number of members to make a quorum and or approve actions.

I, the undersigned, have reviewed the attached materials, and understand that they are subject to action by the Legislative Operating Committee.

Signature of Requester:

Please send this form and all supporting materials to:

LOC@oneidanation.org
or
Legislative Operating Committee (LOC)
P.O. Box 365
Oneida, WI 54155
Phone 920-869-4376

ONEIDA NATION SCHOOL BOARD BYLAWS

Article I. Authority

- 1-1. *Name.* The name of this entity shall be the Oneida Nation School Board and may hereinafter be referred to as the Board.
- 1-2. *Establishment.* The Oneida Nation School Board was established in 1977 by the Oneida General Tribal Council.
- 1-3. *Authority.*
- (a) *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.
 - (b) *Powers and Duties.* In accordance with the Oneida General Tribal Council’s directive, on March 21, 1988, the Board entered into a Memorandum of Agreement (“MOA”) with the Oneida Business Committee, delegating certain powers and duties to the Board, which, subject to amendment from time-to-time hereafter, include, but are not limited to:
 - (1) Overseeing and planning, in coordination with the Oneida Business Committee, for the academic and cultural growth of the students within the System;
 - (2) Monitoring school operations and development, ensuring their compliance with sound academic practice and consistency with community priorities, as well as the Nation’s initiatives and planning;
 - (3) Approving all curriculum developed and implemented for use within the System, ensuring quality academic instruction that incorporates Oneida cultural tenets;
 - (4) Providing direct involvement in the process of personnel matters, as prescribed in the MOA, to be consistent with the Nation’s Personnel Policies and Procedures so as to ensure the maintenance of quality staff and policy benefiting the harmony of the staff and ultimately the students within the System;
 - (5) Reviewing, endorsing and submitting all contracts, grants, and proposals relative to the System’s operation and planning consistent with the Nation’s policies and procedures, as well as the System’s funding cycles, by ensuring a level of funding that corresponds with the System’s developmental and operational needs;
 - (6) Meeting with the Oneida Business Committee to negotiate any disputes which may arise between the Oneida Business Committee and the Board;

- (7) Monitoring long and short-range educational programming for the students attending Nation-specific programs of study; and
 - (8) Developing and maintaining consistent procedures to be employed as it carries out its charge to the Oneida General Tribal Council and the Oneida Nation School System.
- (c) The Board shall adhere to the laws of the Nation when exercising the authority delegated it under the MOA, as may be amended from time-to-time hereafter, and shall further exercise any other powers and duties delegated to the Board through the laws, policies, rules and resolutions of the Nation in a manner consistent therewith.

1-4. *Office.* The official mailing address of the Oneida Nation School Board is:
 Oneida Nation School Board
 P.O. Box 365
 Oneida, WI 54155-0365

1-5. *Membership.*

- (a) *Number of Members.* The Oneida Nation School Board shall be comprised of nine (9) members.
- (b) *Elected.* Members of the Board shall be chosen by election to three (3) year staggered terms in accordance with any laws and/or policies of the Nation governing elections.
 - (1) Members of the Board shall hold office until their term expires, they resign, or they are terminated/removed from office.
 - (A) A member whose term has expired may remain in office until his or her successor is sworn in by the Oneida Business Committee.

Recommendation for the LOC to review the BCC LAW regarding school board expired terms for unfilled School Board elected positions due to concern of not having a quorum and or ability to approve actionable items, and for this to be added to the section above, 1-5. (b)(1)A.

- (B) A member may resign at any time either verbally during a Board meeting or by delivering written notice to the Oneida Business Committee Support Office and the Board Chairperson or Chairperson's designee.
 - (i) A resignation is deemed effective upon acceptance by Board motion of the member's verbal resignation or upon delivery of the written notices.
- (c) *Vacancies.* Vacancies of the Board shall be filled as follows:
 - (1) *Expired Terms.* Vacancies caused by term expiration shall be filled by election in accordance with any laws and/or policies of the Nation governing elections to office.

(2) *Unexpired Terms.* Vacancies that occur before the end of a term shall be filled by appointment of the Oneida Business Committee pursuant to the Boards, Committees and Commissions law.

(A) The Board Chairperson shall provide the Oneida Business Committee with recommendations on all applications for appointment to fill a vacancy of an unexpired term in accordance with the submission deadline for the Oneida Business Committee in which the appointment is intended to be made.

(d) *Qualifications of Members.* Members of the Board shall meet the following qualifications:

- (1) Be at least eighteen (18) years of age;
- (2) Be enrolled members of the Oneida Nation;
- (3) At least four (4) of the nine (9) members must be parents/guardians of a student enrolled in an educational program that qualifies under the Oneida Nation School System; and
- (4) Have passed a BIE Care Giver Background Check.
- (5) Not be an employee or contracted employee of or for the School System

1-6. *Termination and Removal.* A Board member found to be in violation of these bylaws or any applicable law, policy and/or resolution of the Nation may be subject to the following:

- (a) If the member was elected, the Board may direct the Chairperson to file a petition for his or her removal on behalf of the Board pursuant to the Removal law and/or any other law of the Nation governing the removal of elected officials.
- (b) If the member was appointed, the Board may direct the Chairperson to provide a recommendation to the Oneida Business Committee for his or her termination in accordance with the Boards, Committees and Commissions law and/or any other law of the Nation governing the termination of appointed officials.
- (c) Petitions for removal and/or recommendations for termination shall be decided by a majority vote of the Board members present at a meeting of an established quorum.

1-7. *Trainings and Conferences.* Board members shall attend the following mandatory trainings and/or conferences:

- (a) ~~As recommended by the Superintendent;~~
- (b) Trainings/Conferences with the Bureau of Indian Education as offered ~~up to 40 hours per year;~~
- (c) Interview Certification from Oneida Nation; and/or
- (d) Disciplinary Action from Oneida Nation. ~~and /or~~
- (e) ~~Child abuse and neglect training from Oneida Nation~~
- (f) Regardless of the number of trainings/conferences that he or she is required to attend, no member of the Board shall be eligible to receive stipends for attending more than five (5) (10) full days of mandatory

trainings/conferences per year. The School Board is required, per the BIE, to receive 40 hours of school board training within the first year of being a Board member. This does not include any of the additional required and or recommended trainings.

Article II. Officers

- 2-1. *Officers.* The Officer positions for the Oneida Nation School Board shall consist of a Chairperson, a Vice-Chairperson and a Secretary.
- 2-2. *Responsibilities of the Chairperson.* The duties, responsibilities and limitations of the Chairperson shall be to:
- (a) Call and preside over all regular meetings, emergency meetings and hearings of the Board;
 - (b) Represent the Board and the System at official functions;
 - (c) Ensure that the Board complies in its charge to the Nation and the System;
 - (d) Be an ex officio member of any committee established by the Board;
 - (e) Carry out all general duties and powers assigned to the Board pursuant to the Oneida Nation's Constitution, any laws of the Nation and the most current version of the MOA, which may be amended from time-to-time hereafter;
 - (f) **Submit**, or through a designee submit, annual and semi-annual reports to the Oneida General Tribal Council, **as well as quarterly reports to the Oneida Business Committee, in accordance with the Boards, Committees and Commissions law**; (requesting to remove verbiage according to the MOA requirement of having to submit only Annual / Semi Annual Reports, along with the fact the time for the school system to reasonably accomplish changes is not feasible) and submit other reports as required by resolution BC-02-27-19-B, the most current version of the MOA, and any other governing law, policy or resolution of the Nation; and
 - (g) Attend, or designate a member to attend, the Oneida Business Committee meeting in which the Board's quarterly report appears on the agenda.
- 2-3. *Responsibilities of the Vice-Chairperson.* The duties, responsibilities and limitations of the Vice-Chairperson shall be to:
- (a) Act in replacement of the Board Chairperson should for any reason he or she be unable to carry out the above prescribed powers and duties;
 - (b) Chair ad hoc committees established by the Board; and
 - (c) Carry out all general duties and powers that are duly assigned or delegated to the Board.
- 2-4. *Responsibilities of the Secretary.* The duties, responsibilities and limitations of the Secretary shall be to:
- (a) Act in the absence of the Chairperson and Vice-Chairperson in the carrying out of their powers and duties;
 - (1) With respect to calling or presiding over meetings of the Board, the Secretary's authority shall be limited as follows:

- (A) In the event that both the Chairperson and Vice-Chairperson positions have become vacant before the end of their terms, the Secretary shall have the authority to call Board meetings to fill the vacancies and to preside over those meetings for the sole purpose of conducting an election of new Officers, at which point the Chairperson, or Vice-Chairperson in the absence of the Chairperson, shall preside.
- (b) Establish the agenda and provide notice of all meeting locations, agendas, documents and minutes to all members of the Board, as well as the public, in accordance with the Boards, Committees and Commissions law, the Open Records and Open Meetings law, these bylaws, and the most current version of the MOA;
- (c) Maintain accurate recording and presenting of all Board minutes and other formal documents in accordance with the Boards, Committees and Commissions law, the Open Records and Open Meetings law, these bylaws, and the most current version of the MOA;
- (d) Work closely with System staff and/or the Oneida Business Committee Support Office to ensure timely reporting of all Board actions; and
- (e) Carry out all general duties and powers that are duly assigned or delegated to the Board.

2-5. *Selection of Officers.* Officers of the Board shall be elected by a majority vote of the members present at a Board meeting of an established quorum to terms of one (1) year.

- (a) Officer elections shall occur at the first Board meeting of an established quorum that takes place subsequent to an election of the Board members.
- (b) Board Officers shall hold their positions until the new Officers are elected.
 - (1) Officers may be re-elected and there is no limitation upon the number of times a member may run for an Officer position.
 - (2) Board members shall not hold more than one (1) Officer position per Officer term.
- (c) If for any reason, an Officer of the Board cannot fulfill the obligations of his or her Officer position, upon majority vote of the members present at a Board meeting of an established quorum, that member may be dismissed from his or her Officer position and a new Officer shall be elected.

2-6. *Budgetary Sign-Off Authority and Travel.* The Board shall follow the Nation's policies and procedures regarding purchasing and sign-off authority.

- (a) Levels of budgetary sign-off authority for the Board shall be as set forth in the manual titled, *Oneida Tribe of Indians of Wisconsin Purchasing Policies and Procedures (is this still the title or is it Oneida Nation?)*, for Divisional Directors/Tribal School Chairperson/Trust Committee/Gaming Director.
 - (1) ~~All Board Officers~~ **The Chair or Designee** have sign-off authority to sign-off on all budgetary requests.

- (A) Upon formal approval of a purchase by the Board, the Oneida Business Committee Support Office shall have official budgetary sign-off authority for the Board.
- (b) Travel on behalf of the Board for any member shall be approved by majority vote of the members present at a regular or emergency Board meeting of an established quorum.
- 2-7. *Personnel.* Commencing on the date these bylaws are adopted by the Oneida Business Committee and from that point forward, the Board shall not have authority to hire personnel for the benefit of the Board. Currently, the school board has one half time admin asst. that cannot be filled by the GAO.
- (a) The Board shall have authority to be involved in the hiring of personnel for the System so long as conducted in accordance with the most current version of the MOA, the Nation's Personnel Policies and Procedures, and any applicable accounting policies/procedures of the Nation.
- (1) The Board shall conduct the annual Performance Evaluation of the Superintendent.
- (b) The Board shall have authority, at its discretion, to hire consultants and other resource persons to help carry out the stated purposes and goals of the System, subject to the following:
- (1) The Superintendent shall assist the Board with establishing criteria for the hiring of consultants/resource persons and, when appropriate, provide selection recommendations to the Board.
- (2) Consultants/resource persons shall be hired under formal contract per the process set forth in the most current version of the MOA and consistent with the policies and procedures of the Nation.
- (c) Where issues arise between the Board and individuals/entities other than the Oneida Business Committee, the Board shall have the authority to avail itself of legal counsel per the Request for Proposal ("RFP") process set by the Nation's competitive bidding/purchasing policies and procedures, to protect the powers and responsibilities delegated to the Board by the Oneida General Tribal Council.
- (1) Prior to commencing with the RFP process to retain outside counsel, the Board shall be required to avail itself of counsel through the Oneida Law Office; provided, it is capable and willing to supply the Board with the necessary legal services.

Article III. Meetings

- 3-1. *Regular Meetings.* Meetings of the Board shall be held at 5:00 p.m. on the first Monday of each month and a second meeting is scheduled as needed. Meetings are held in the Oneida Nation Elementary School, located at N7125 Seminary Road in Oneida, Wisconsin. Meetings may be attended in person, by telephone, through videoconferencing, or through other telecommunications so long as presence is demonstrated in accordance with the Boards, Committees and Commissions law.

- (a) The meetings date, time and/or location may change from time-to-time as determined by a majority vote of the members present at a Board meeting of an established quorum; provided, notice is given to all members in writing and, along with the public, in accordance with the Nation's Open Records and Open Meetings law, prior to the implementation of a new date, time and/or location.
- (b) The agenda for regular meetings shall be established by the Secretary, or Secretary's designee, in accordance with these bylaws.
 - (1) Board members and other persons wishing to have items placed on the agenda should submit the item to the Secretary, or Secretary's designee.
 - a. Items should be submitted at least ~~ten (10)~~ seven calendar days prior to the next regular meeting. **If the item is not submitted within the timeframe, it may be added to the next scheduled school board meeting.**
- ~~(e) — Action items shall be incorporated into the School Superintendent's report.~~
- (d) The Secretary or Secretary's designee shall prepare the meeting agenda, minutes and other appropriate documentation for action items; mail or email them to each Board member, along with the Superintendent, at least **seven three (3) business** days before a regular meeting date; and further provide them to all members, as well as the public, in accordance with the Nation's Open Records and Open Meetings law.
 - (1) Any email correspondence to Board members must be sent to the official Oneida Nation email address that was provided to them to conduct business electronically on behalf of the Board ("Official Email").

3-2. *Emergency Meetings.*

- (a) An emergency meeting may be called when there is an imminent issue that needs to be addressed by the Board before its next scheduled meeting. Emergency meetings may be attended in person, by telephone, through videoconferencing, or through other telecommunications so long as presence is demonstrated in accordance with the Boards, Committees, and Commissions law.
 - (1) The Board is delegated the authority to represent the parents and the Oneida General Tribal Council in the conducting of System related business. Under certain governmental and other System related agreements, some contractors require periodic meetings that require parent representation. This constitutes an imminent issue for which an emergency meeting may be called when necessary to satisfy the Board's contractual obligations.
 - (A) Meetings to fulfill contractual obligations may be held on the evenings of regular Board meetings or may be separately scheduled. In either case, along with the notice required in

subsection (c) of this section if the meeting was called as an emergency or in section 3-1(d) if called as part of a regular meeting, the Secretary or Secretary's designee must provide notice to all groups identified by the contractor as set forth within the contract, or in writing if not set by contract, and to all parents through the school newsletter, as well as the Kalihwisaks.

- (b) Emergency meetings may be called by the Chairperson and upon request of a Board member or System administrator.
 - (1) Board members or System administrators shall contact the Board's Chairperson or Vice-Chairperson to request an emergency meeting.
 - (A) The Chairperson, or when he or she cannot be reached, the Vice-Chairperson shall determine whether the basis for the Board member's or System administrator's request justifies scheduling an emergency meeting.
- (c) The Chairperson or Chairperson's designee shall provide notice of emergency meetings to all Board members by telephone call, as well as via their Official Email, and to the System administration at least twenty-four (24) hours in advance of the meeting; and shall further provide notice to all Board members and the rest of the public in accordance with the Nation's Open Records and Open Meetings law.
 - (A) The notice shall state the emergency matter or matters to be addressed.
 - (B) The agenda for emergency meetings shall consist of only those items of business for which the meeting was called.
 - (i) During the emergency meeting, the Board may engage in discussion of matters other than those specified on the agenda; however, formal action may only be taken on the agenda items for which the emergency meeting was called.
- (d) Within seventy-two (72) hours after an emergency meeting, the Board shall provide the Nation's Secretary with notice of the emergency meeting, the reason for the emergency meeting, and an explanation as to why the matter could not wait until the next regular meeting.

3-3. *Joint Meetings.* Joint meetings with the Oneida Business Committee may be held in the Oneida Business Committee Conference Room of the Norbert Hill Center, at the request of either entity, on an as needed basis, and per the approval of the Oneida Business Committee. Joint meetings may be attended in person, by telephone, through videoconferencing, or through other tele-communications so long as presence is demonstrated in accordance with the Boards, Committees and Commissions law.

- (a) Notice of the joint meeting agenda, documents, and minutes shall be provided, and the joint meeting conducted, in accordance with resolution BC-03-27-19-D titled, Oneida Business Committee and Joint Meetings with Boards, Committees and Commissions – Definitions and Impact, as may be amended from time to time hereafter.

- 3-4. *Quorum.* A quorum of the Board shall consist of a majority of the current members, one of whom must be the Chairperson, Vice-Chairperson or Secretary; provided, the Secretary is presiding over the meeting in accordance with section 2-4(a)(1)(A).
- 3-5. *Order of Business.* The order of business, as far as applicable, is:
- (I) Call to Order
 - (II) ~~Adopt the~~ Agenda
 - (III) Special Event: ~~Approve~~ Core Academic Graduates
 - (IV) ~~Approval of~~ Minutes
 - (V) E-polls ~~to enter into record~~
 - (VI) Tabled ~~Unfinished~~ Business
 - (VII) ~~Standing Agenda / Follow Up:~~ (move to under Superintendent's report)
 - (VIII) New Business
 - (IX) ~~Administrative Staff Reports~~
 - (X) Superintendent Report
 - Standing Agenda / Follow Up
 - Administrative Staff Reports
 - (XI) Executive Session
 - (XII) Adjournment
- 3-6. *Voting.* Decisions of the Board shall be based on a majority vote of members present at a regular or emergency meeting of an established quorum.
- (a) All members of the Board shall have one equal vote.
 - (1) In all matters requiring a vote of the Board, the Chairperson, or in the absence of the Chairperson, the presiding Officer, shall call for a vote of the membership.
 - (A) All members, excluding the presiding Officer, shall vote or enter an abstention.
 - (B) In the event of a deadlock, the Chairperson, or the presiding Officer acting in his or her place, shall vote to break the deadlock.
 - (b) E-polls are permissible so long as conducted in accordance with the Boards, Committees and Commissions law.
 - (1) The Chairperson shall appoint ~~either the Vice-Chairperson or Secretary to serve as~~ the designee responsible for conducting e-polls in lieu of the Chairperson.

Article IV. Expectations

4-1. *Behavior of Members.* The Board has a moral duty and responsibility to the System, the community, and the students. In the carrying-out of that responsibility, members of the Board are expected to adhere to the following principles of conduct:

- (a) Individual Board members shall not intervene in the orderly process of System administration and governance. Concerns over policy or personnel matters shall be addressed through the application of the principles set out

- in the most current version of the MOA and consistent with the Nation's Personnel Policies and Procedures.
- (b) The Board shall act only at duly authorized meetings with at least a quorum present to conduct business and develop policy for the System. All the Board's actions shall be within the charge granted to the Board by the Oneida General Tribal Council, the most current version of the MOA, and any other applicable laws, polices and/or resolutions of the Nation.
- (1) Members of the Board shall not speak or act on behalf of the Board unless the Board has specifically authorized a member to speak or act on its behalf by majority vote of the members present at a Board meeting of an established quorum.
- (c) In any issues before the Board involving a Board member's immediate family member and potential nepotism, that Board member shall decline comment and abstain from voting.
- (1) Immediate family member shall be as defined in the Nation's Conflict of Interest law.
- (d) Board members must be apolitical in their charge to the community and the students. Board members shall take no action to endorse or otherwise support any candidate for any Tribal office or position. (Peggy, is this referring to the Board as a whole, or members as a Board) Should verbiage in "e" ... While acting on behalf of the Board... be added in the beginning of letter (d)?
- (e) While acting on behalf of the Board, members shall faithfully maintain the principles of due process and assure that all sides have a legitimate hearing in any issue brought before the Board.
- (f) Members of the Board will bargain in good faith with all employees of the System.
- (g) Board members shall strictly adhere to the policies and procedures of the System, the most current version of the MOA, as well as any other applicable laws, policies and resolutions of the Nation, and shall work in consort for the positive growth of the System. (h) Board members shall notify a Board Officer of an absence and reason for absence prior to the start of a meeting.
- (1) Board members shall not accrue three (3) consecutive unexcused absences from meetings in a one (1) year period.
- (A) A member who fails to notify a Board Officer, in writing, of his or her pending absence at least thirty (30) minutes before the missed meeting shall be deemed unexcused.
- (i) *Enforcement.* Any member of the Board found to be in violation of this section of the bylaws, another section of these bylaws or any other laws, policies and/or resolutions of the Nation may be subject to the following:
- (1) Disciplinary action in accordance with any laws or policies of the Nation governing sanctions and/or penalties for elected or appointed officials.

- (2) If the member was appointed, the Board may make a recommendation to the Oneida Business Committee for termination of his or her appointment in accordance with the Boards, Committees and Commissions law and/or any other law of the Nation governing termination of appointed officials.
- (3) If the member was elected, the Board may direct the Chairperson to file a petition for his or her removal in accordance with the Removal law and/or any other laws or policies of the Nation governing removal.
- (4) Enforcement hereunder shall be determined by a majority vote of the members present at a Board meeting of an established quorum.

4-2. *Prohibition of Violence.* Board members are prohibited from engaging in or committing any violent intentional act that inflicts, attempts to inflict, or threatens to inflict emotional or bodily harm on another person, or damage to property.

4-3. *Drug and Alcohol Use.* When acting in their official capacity, the use of alcohol and/or prohibited drugs by members of the Board is forbidden.

- (a) Prohibited drugs are defined as marijuana, cocaine, opiates, amphetamines, phencyclidine (PCP), hallucinogens, methaqualone, barbiturates, narcotics, any other substances included in Schedules I through V under Section 812 of Title 21 of the United States Code, and prescription medication or over-the-counter medicine used in an unauthorized or unlawful manner.

4-4. *Social Media.* Social media shall be used in accordance with the Board members' oath of office and any laws or policies of the Nation governing social media.

4-5. *Conflict of Interest.* Conflicts of interest shall be reported and mitigated/removed in accordance with any laws or policies of the Nation governing conflicts of interest.

Article V. Stipends and Compensation

5-1. *Stipends.* Members of the Board shall be eligible to receive the following stipends as set forth in and subject to these bylaws; the Boards, Committees and Commissions law; and resolution BC-08-12-20-C titled, Amended Boards, Committees and Commissions Law Stipends, as may be further amended from time-to-time hereafter. ***Note: School Board is 100% grant funded.**

- (a) No more than twenty-four (24) (30) meeting stipends per fiscal year, provided that:
 - (1) A quorum was established;
 - (2) The meeting of the established quorum lasted for at least one (1) hour; and
 - (3) The member collecting the stipend was present for the entire meeting as defined, as well as demonstrated, in accordance with the Boards, Committees and Commissions law.

- (b) A stipend for attending a duly called joint meeting between the Board and the Oneida Business Committee, provided that:
 - (1) A quorum was established by the Board;
 - (2) The joint meeting lasted for at least one (1) hour; and
 - (3) The member collecting the stipend was present for the entire joint meeting as defined, as well as demonstrated, in accordance with the Boards, Committees and Commissions law.
- (c) A stipend for participating in interviews and/or screens.
- (d) A stipend for conducting an official hearing of the Board.
- (e) A stipend for attending an Oneida Judiciary Hearing so long as the member's attendance is required by official subpoena.
- (f) A stipend for each day of attendance at a conference or training, provided that:
 - (1) The amount of the stipend a member is eligible to receive for attending a conference or training shall be dependent on whether the member attended up to four (4) hours of a conference or training or more than four (4) hours of a conference or training; and
 - (2) The member's attendance at the training or conference was required by law, bylaws or resolution.
- (g) A stipend for conducting Superintendent Evaluation and or Review
- (h) A stipend for attending any mandated Business Committee meeting, including reports, etc.
- (i) A stipend for required School Board signatures on business authorizations such as contracts, diplomas, or any other document that cannot be signed via electronically and or wait until next meeting. (\$25 for up to four (4) hours)

5-2. *Compensation.* Besides the travel, per diem, and business expense reimbursement authorized by the Boards, Committees and Commissions law, there are no other forms of compensation that members are eligible to receive for the duties/activities they perform on behalf of the Board.

Article VI. Records and Reporting

6-1. *Agenda Items.* Agenda items shall be maintained in a consistent format ~~provided by the Oneida Business Committee Support Office and~~ approved by the Board.

6-2. *Minutes.* All meeting minutes shall be typed and in a consistent format ~~designed by the Oneida Business Committee~~, as approved by the Board, to generate the most informative record.

- (a) Minutes must include a summary of the action taken by the Board.
- (b) Minutes shall be submitted to the Oneida Business Committee Support Office within five (5) business days of approval by the Board.

6-3. *Attachments.* Any handouts, attachments, reports, memoranda, and the like provided at ~~a and or for a~~ Board meeting shall be included with the ~~ir~~

corresponding meeting agenda material and maintained in accordance with the Nation's Open Records and Open Meetings law.

the Board would like to avoid the misinterpretation that all hand-outs received by the Board at a meeting must be included in the next meetings packet/agenda containing an agenda or minutes for when a handout was previously presented (at a prior meeting to the current Board meeting).

- 6-4. *Oneida Business Committee Liaison.* The Board shall regularly communicate with the Oneida Business Committee member who is its designated liaison.
- (a) The format and frequency of communication shall be as agreed upon by the Board and the liaison through formal action of the Board, but not less than that required in any law or policy on reporting developed by the Oneida Business Committee or Oneida General Tribal Council.
 - (b) The purpose of the liaison relationship is to uphold the ability of the liaison to act as a support to the Oneida Nation School Board.
- 6-5. *Audio Recordings.* All meetings of the Board shall be audio recorded by either the ~~Oneida Business Committee Support Office~~ Government Administrative Office or designee of the Officer presiding over the meeting using a device supplied by the Oneida Business Committee Support Office.
- (a) The presiding Officer shall ensure each meeting is audio recorded.
 - (b) Audio recordings shall be maintained by the ~~Oneida Business Committee Support Office~~ Government Administrative Office in accordance with the Nation's Open Records and Open Meetings law.
 - (1) *Exception.* Audio recordings of executive session portions of a meeting shall not be required.

Article VII. Amendments

- 7-1. *Amendments.* Amendments to these bylaws shall be approved by majority vote of the members present at a regular Board meeting of an established quorum, provided that written notice of the proposed amendments was made at a prior regular meeting.
- (a) Amendments to these bylaws shall conform to the requirements of the Boards, Committees and Commissions law and any other governing policies of the Nation.
 - (b) Amendments must be approved by the Board and the Oneida Business Committee before implementation.
 - (c) The Board shall conduct a review of these bylaws no less than on an annual basis.

ONEIDA NATION SCHOOL BOARD BYLAWS

Article I. Authority

- 1-1. *Name.* The name of this entity shall be the Oneida Nation School Board and may hereinafter be referred to as the Board.
- 1-2. *Establishment.* The Oneida Nation School Board was established in 1977 by the Oneida General Tribal Council.
- 1-3. *Authority.*
- (a) *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.
 - (b) *Powers and Duties.* In accordance with the Oneida General Tribal Council’s directive, on March 21, 1988, the Board entered into a Memorandum of Agreement (“MOA”) with the Oneida Business Committee, delegating certain powers and duties to the Board, which, subject to amendment from time-to-time hereafter, include, but are not limited to:
 - (1) Overseeing and planning, in coordination with the Oneida Business Committee, for the academic and cultural growth of the students within the System;
 - (2) Monitoring school operations and development, ensuring their compliance with sound academic practice and consistency with community priorities, as well as the Nation’s initiatives and planning;
 - (3) Approving all curriculum developed and implemented for use within the System, ensuring quality academic instruction that incorporates Oneida cultural tenets;
 - (4) Providing direct involvement in the process of personnel matters, as prescribed in the MOA, to be consistent with the Nation’s Personnel Policies and Procedures so as to ensure the maintenance of quality staff and policy benefiting the harmony of the staff and ultimately the students within the System;
 - (5) Reviewing, endorsing and submitting all contracts, grants, and proposals relative to the System’s operation and planning consistent with the Nation’s policies and procedures, as well as the System’s funding cycles, by ensuring a level of funding that corresponds with the System’s developmental and operational needs;
 - (6) Meeting with the Oneida Business Committee to negotiate any disputes which may arise between the Oneida Business Committee and the Board;

- (7) Monitoring long and short-range educational programming for the students attending Nation-specific programs of study; and
 - (8) Developing and maintaining consistent procedures to be employed as it carries out its charge to the Oneida General Tribal Council and the Oneida Nation School System.
- (c) The Board shall adhere to the laws of the Nation when exercising the authority delegated it under the MOA, as may be amended from time-to-time hereafter, and shall further exercise any other powers and duties delegated to the Board through the laws, policies, rules and resolutions of the Nation in a manner consistent therewith.

1-4. *Office.* The official mailing address of the Oneida Nation School Board is:
 Oneida Nation School Board
 P.O. Box 365
 Oneida, WI 54155-0365

1-5. *Membership.*

- (a) *Number of Members.* The Oneida Nation School Board shall be comprised of nine (9) members.
- (b) *Elected.* Members of the Board shall be chosen by election to three (3) year staggered terms in accordance with any laws and/or policies of the Nation governing elections.
 - (1) Members of the Board shall hold office until their term expires, they resign, or they are terminated/removed from office.
 - (A) A member whose term has expired may remain in office until his or her successor is sworn in by the Oneida Business Committee.
 - (B) A member may resign at any time either verbally during a Board meeting or by delivering written notice to the Oneida Business Committee Support Office and the Board Chairperson or Chairperson's designee.
 - (i) A resignation is deemed effective upon acceptance by Board motion of the member's verbal resignation or upon delivery of the written notices.
- (c) *Vacancies.* Vacancies of the Board shall be filled as follows:
 - (1) *Expired Terms.* Vacancies caused by term expiration shall be filled by election in accordance with any laws and/or policies of the Nation governing elections to office.
 - (2) *Unexpired Terms.* Vacancies that occur before the end of a term shall be filled by appointment of the Oneida Business Committee pursuant to the Boards, Committees and Commissions law.
 - (A) The Board Chairperson shall provide the Oneida Business Committee with recommendations on all applications for appointment to fill a vacancy of an unexpired term in accordance with the submission deadline for the Oneida

Business Committee in which the appointment is intended to be made.

- (d) *Qualifications of Members.* Members of the Board shall meet the following qualifications:
- (1) Be at least eighteen (18) years of age;
 - (2) Be enrolled members of the Oneida Nation;
 - (3) At least four (4) of the nine (9) members must be parents/guardians of a student enrolled in an educational program that qualifies under the Oneida Nation School System; and
 - (4) Have passed an Annual Care Giver Background Check (State of Wisconsin Form F-80264).

1-6. *Termination and Removal.* A Board member found to be in violation of these bylaws or any applicable law, policy and/or resolution of the Nation may be subject to the following:

- (a) If the member was elected, the Board may direct the Chairperson to file a petition for his or her removal on behalf of the Board pursuant to the Removal law and/or any other law of the Nation governing the removal of elected officials.
- (b) If the member was appointed, the Board may direct the Chairperson to provide a recommendation to the Oneida Business Committee for his or her termination in accordance with the Boards, Committees and Commissions law and/or any other law of the Nation governing the termination of appointed officials.
- (c) Petitions for removal and/or recommendations for termination shall be decided by a majority vote of the Board members present at a meeting of an established quorum.

1-7. *Trainings and Conferences.* Board members shall attend the following mandatory trainings and/or conferences:

- (a) As recommended by the Superintendent;
- (b) Bi-annual trainings/conferences with the Bureau of Indian Education;
- (c) Interview Certification from Oneida Nation; and/or
- (d) Disciplinary Action from Oneida Nation.
- (e) Regardless of the number of trainings/conferences that he or she is required to attend, no member of the Board shall be eligible to receive stipends for attending more than five (5) full days of mandatory trainings/conferences per year.

Article II. Officers

2-1. *Officers.* The Officer positions for the Oneida Nation School Board shall consist of a Chairperson, a Vice-Chairperson and a Secretary.

2-2. *Responsibilities of the Chairperson.* The duties, responsibilities and limitations of the Chairperson shall be to:

- (a) Call and preside over all regular meetings, emergency meetings and hearings of the Board;
- (b) Represent the Board and the System at official functions;
- (c) Ensure that the Board complies in its charge to the Nation and the System;
- (d) Be an ex officio member of any committee established by the Board;
- (e) Carry out all general duties and powers assigned to the Board pursuant to the Oneida Nation's Constitution, any laws of the Nation and the most current version of the MOA, which may be amended from time-to-time hereafter;
- (f) Submit, or through a designee submit, annual and semi-annual reports to the Oneida General Tribal Council, as well as quarterly reports to the Oneida Business Committee, in accordance with the Boards, Committees and Commissions law; and submit other reports as required by resolution BC-02-27-19-B, the most current version of the MOA, and any other governing law, policy or resolution of the Nation; and
- (g) Attend, or designate a member to attend, the Oneida Business Committee meeting in which the Board's quarterly report appears on the agenda.

2-3. *Responsibilities of the Vice-Chairperson.* The duties, responsibilities and limitations of the Vice-Chairperson shall be to:

- (a) Act in replacement of the Board Chairperson should for any reason he or she be unable to carry out the above prescribed powers and duties;
- (b) Chair ad hoc committees established by the Board; and
- (c) Carry out all general duties and powers that are duly assigned or delegated to the Board.

2-4. *Responsibilities of the Secretary.* The duties, responsibilities and limitations of the Secretary shall be to:

- (a) Act in the absence of the Chairperson and Vice-Chairperson in the carrying out of their powers and duties;
 - (1) With respect to calling or presiding over meetings of the Board, the Secretary's authority shall be limited as follows:
 - (A) In the event that both the Chairperson and Vice-Chairperson positions have become vacant before the end of their terms, the Secretary shall have the authority to call Board meetings to fill the vacancies and to preside over those meetings for the sole purpose of conducting an election of new Officers, at which point the Chairperson, or Vice-Chairperson in the absence of the Chairperson, shall preside.
- (b) Establish the agenda and provide notice of all meeting locations, agendas, documents and minutes to all members of the Board, as well as the public, in accordance with the Boards, Committees and Commissions law, the Open Records and Open Meetings law, these bylaws, and the most current version of the MOA;
- (c) Maintain accurate recording and presenting of all Board minutes and other formal documents in accordance with the Boards, Committees and

Commissions law, the Open Records and Open Meetings law, these bylaws, and the most current version of the MOA;

- (d) Work closely with System staff and/or the Oneida Business Committee Support Office to ensure timely reporting of all Board actions; and
- (e) Carry out all general duties and powers that are duly assigned or delegated to the Board.

2-5. *Selection of Officers.* Officers of the Board shall be elected by a majority vote of the members present at a Board meeting of an established quorum to terms of one (1) year.

- (a) Officer elections shall occur at the first Board meeting of an established quorum that takes place subsequent to an election of the Board members.
- (b) Board Officers shall hold their positions until the new Officers are elected.
 - (1) Officers may be re-elected and there is no limitation upon the number of times a member may run for an Officer position.
 - (2) Board members shall not hold more than one (1) Officer position per Officer term.
- (c) If for any reason, an Officer of the Board cannot fulfill the obligations of his or her Officer position, upon majority vote of the members present at a Board meeting of an established quorum, that member may be dismissed from his or her Officer position and a new Officer shall be elected.

2-6. *Budgetary Sign-Off Authority and Travel.* The Board shall follow the Nation's policies and procedures regarding purchasing and sign-off authority.

- (a) Levels of budgetary sign-off authority for the Board shall be as set forth in the manual titled, *Oneida Tribe of Indians of Wisconsin Purchasing Policies and Procedures*, for Divisional Directors/Tribal School Chairperson/Trust Committee/Gaming Director.
 - (1) All Board Officers have sign-off authority and two (2) Officers shall be required to sign-off on all budgetary requests.
 - (A) Upon formal approval of a purchase by the Board, the Oneida Business Committee Support Office shall have official budgetary sign-off authority for the Board.
- (b) Travel on behalf of the Board for any member shall be approved by majority vote of the members present at a regular or emergency Board meeting of an established quorum.

2-7. *Personnel.* Commencing on the date these bylaws are adopted by the Oneida Business Committee and from that point forward, the Board shall not have authority to hire personnel for the benefit of the Board.

- (a) The Board shall have authority to be involved in the hiring of personnel for the System so long as conducted in accordance with the most current version of the MOA, the Nation's Personnel Policies and Procedures, and any applicable accounting policies/procedures of the Nation.

- (b) The Board shall have authority, at its discretion, to hire consultants and other resource persons to help carry out the stated purposes and goals of the System, subject to the following:
 - (1) The Superintendent shall assist the Board with establishing criteria for the hiring of consultants/resource persons and, when appropriate, provide selection recommendations to the Board.
 - (2) Consultants/resource persons shall be hired under formal contract per the process set forth in the most current version of the MOA and consistent with the policies and procedures of the Nation.
- (c) Where issues arise between the Board and individuals/entities other than the Oneida Business Committee, the Board shall have the authority to avail itself of legal counsel per the Request for Proposal (“RFP”) process set by the Nation’s competitive bidding/purchasing policies and procedures, to protect the powers and responsibilities delegated to the Board by the Oneida General Tribal Council.
 - (1) Prior to commencing with the RFP process to retain outside counsel, the Board shall be required to avail itself of counsel through the Oneida Law Office; provided, it is capable and willing to supply the Board with the necessary legal services.

Article III. Meetings

- 3-1. *Regular Meetings.* Meetings of the Board shall be held at 5:00 p.m. on the first and third Monday of each month in the Oneida Nation Elementary School, located at N7125 Seminary Road in Oneida, Wisconsin. Meetings may be attended in person, by telephone, through videoconferencing, or through other telecommunications so long as presence is demonstrated in accordance with the Boards, Committees and Commissions law.
- (a) The meetings date, time and/or location may change from time-to-time as determined by a majority vote of the members present at a Board meeting of an established quorum; provided, notice is given to all members in writing and, along with the public, in accordance with the Nation’s Open Records and Open Meetings law, prior to the implementation of a new date, time and/or location.
 - (b) The agenda for regular meetings shall be established by the Secretary, or Secretary’s designee, in accordance with these bylaws.
 - (1) Board members and other persons wishing to have items placed on the agenda should submit the item to the Secretary, or Secretary’s designee.
 - (2) Items should be submitted at least ten (10) days prior to the next regular meeting.
 - (c) Action items shall be incorporated into the School Superintendent’s report.
 - (d) The Secretary or Secretary’s designee shall prepare the meeting agenda, minutes and other appropriate documentation for action items; mail or email them to each Board member, along with the Superintendent, at least seven (7) days before a regular meeting date; and further provide them to all

members, as well as the public, in accordance with the Nation's Open Records and Open Meetings law.

- (1) Any email correspondence to Board members must be sent to the official Oneida Nation email address that was provided to them to conduct business electronically on behalf of the Board ("Official Email").

3-2. *Emergency Meetings.*

- (a) An emergency meeting may be called when there is an imminent issue that needs to be addressed by the Board before its next scheduled meeting. Emergency meetings may be attended in person, by telephone, through videoconferencing, or through other telecommunications so long as presence is demonstrated in accordance with the Boards, Committees and Commissions law.
 - (1) The Board is delegated the authority to represent the parents and the Oneida General Tribal Council in the conducting of System related business. Under certain governmental and other System related agreements, some contractors require periodic meetings that require parent representation. This constitutes an imminent issue for which an emergency meeting may be called when necessary to satisfy the Board's contractual obligations.
 - (A) Meetings to fulfill contractual obligations may be held on the evenings of regular Board meetings or may be separately scheduled. In either case, along with the notice required in subsection (c) of this section if the meeting was called as an emergency or in section 3-1(d) if called as part of a regular meeting, the Secretary or Secretary's designee must provide notice to all groups identified by the contractor as set forth within the contract, or in writing if not set by contract, and to all parents through the school newsletter, as well as the Kalihwisaks.
- (b) Emergency meetings may be called by the Chairperson and upon request of a Board member or System administrator.
 - (1) Board members or System administrators shall contact the Board's Chairperson or Vice-Chairperson to request an emergency meeting.
 - (A) The Chairperson, or when he or she cannot be reached, the Vice-Chairperson shall determine whether the basis for the Board member's or System administrator's request justifies scheduling an emergency meeting.
- (c) The Chairperson or Chairperson's designee shall provide notice of emergency meetings to all Board members by telephone call, as well as via their Official Email, and to the System administration at least twenty-four (24) hours in advance of the meeting; and shall further provide notice to all Board members and the rest of the public in accordance with the Nation's Open Records and Open Meetings law.

- (A) The notice shall state the emergency matter or matters to be addressed.
- (B) The agenda for emergency meetings shall consist of only those items of business for which the meeting was called.
 - (i) During the emergency meeting, the Board may engage in discussion of matters other than those specified on the agenda; however, formal action may only be taken on the agenda items for which the emergency meeting was called.
- (d) Within seventy-two (72) hours after an emergency meeting, the Board shall provide the Nation's Secretary with notice of the emergency meeting, the reason for the emergency meeting, and an explanation as to why the matter could not wait until the next regular meeting.

3-3. *Joint Meetings.* Joint meetings with the Oneida Business Committee may be held in the Oneida Business Committee Conference Room of the Norbert Hill Center, at the request of either entity, on an as needed basis, and per the approval of the Oneida Business Committee. Joint meetings may be attended in person, by telephone, through videoconferencing, or through other telecommunications so long as presence is demonstrated in accordance with the Boards, Committees and Commissions law.

- (a) Notice of the joint meeting agenda, documents, and minutes shall be provided, and the joint meeting conducted, in accordance with resolution BC-03-27-19-D titled, Oneida Business Committee and Joint Meetings with Boards, Committees and Commissions – Definitions and Impact, as may be amended from time to time hereafter.

3-4. *Quorum.* A quorum of the Board shall consist of a majority of the current members, one of whom must be the Chairperson, Vice-Chairperson or Secretary; provided, the Secretary is presiding over the meeting in accordance with section 2-4(a)(1)(A).

3-5. *Order of Business.* The order of business, as far as applicable, is:

- (a) Call to Order
- (b) Adopt the Agenda
- (c) Approval of Minutes
- (d) Old Business
- (e) New Business
- (f) Reports
- (g) Other Business
- (h) Executive Session
- (i) Adjournment

3-6. *Voting.* Decisions of the Board shall be based on a majority vote of members present at a regular or emergency meeting of an established quorum.

- (a) All members of the Board shall have one equal vote.

- (1) In all matters requiring a vote of the Board, the Chairperson, or in the absence of the Chairperson, the presiding Officer, shall call for a vote of the membership.
 - (A) All members, excluding the presiding Officer, shall vote or enter an abstention.
 - (B) In the event of a deadlock, the Chairperson, or the presiding Officer acting in his or her place, shall vote to break the deadlock.
- (b) E-polls are permissible so long as conducted in accordance with the Boards, Committees and Commissions law.
 - (1) The Chairperson shall appoint either the Vice-Chairperson or Secretary to serve as the designee responsible for conducting e-polls in lieu of the Chairperson.

Article IV. Expectations

- 4-1. *Behavior of Members.* The Board has a moral duty and responsibility to the System, the community, and the students. In the carrying-out of that responsibility, members of the Board are expected to adhere to the following principles of conduct:
- (a) Individual Board members shall not intervene in the orderly process of System administration and governance. Concerns over policy or personnel matters shall be addressed through the application of the principles set out in the most current version of the MOA and consistent with the Nation's Personnel Policies and Procedures.
 - (b) The Board shall act only at duly authorized meetings with at least a quorum present to conduct business and develop policy for the System. All the Board's actions shall be within the charge granted to the Board by the Oneida General Tribal Council, the most current version of the MOA, and any other applicable laws, polices and/or resolutions of the Nation.
 - (1) Members of the Board shall not speak or act on behalf of the Board unless the Board has specifically authorized a member to speak or act on its behalf by majority vote of the members present at a Board meeting of an established quorum.
 - (c) In any issues before the Board involving a Board member's immediate family member and potential nepotism, that Board member shall decline comment and abstain from voting.
 - (1) Immediate family member shall be as defined in the Nation's Conflict of Interest law.
 - (d) Board members must be apolitical in their charge to the community and the students. Board members shall take no action to endorse or otherwise support any candidate for any Tribal office or position.
 - (e) While acting on behalf of the Board, members shall faithfully maintain the principles of due process and assure that all sides have a legitimate hearing in any issue brought before the Board.
 - (f) Members of the Board will bargain in good faith with all employees of the System.

- (g) Board members shall strictly adhere to the policies and procedures of the System, the most current version of the MOA, as well as any other applicable the laws, policies and resolutions of the Nation, and shall work in consort for the positive growth of the System and for all of its students.
- (h) Board members shall notify a Board Officer of an absence and reason for absence prior to the start of a meeting.
 - (1) Board members shall not accrue three (3) consecutive unexcused absences from meetings in a one (1) year period.
 - (A) A member who fails to notify a Board Officer, in writing, of his or her pending absence at least thirty (30) minutes before the missed meeting shall be deemed unexcused.
- (i) *Enforcement.* Any member of the Board found to be in violation of this section of the bylaws, another section of these bylaws or any other laws, policies and/or resolutions of the Nation may be subject to the following:
 - (1) Disciplinary action in accordance with any laws or policies of the Nation governing sanctions and/or penalties for elected or appointed officials.
 - (2) If the member was appointed, the Board may make a recommendation to the Oneida Business Committee for termination of his or her appointment in accordance with the Boards, Committees and Commissions law and/or any other law of the Nation governing termination of appointed officials.
 - (3) If the member was elected, the Board may direct the Chairperson to file a petition for his or her removal in accordance with the Removal law and/or any other laws or policies of the Nation governing removal.
 - (4) Enforcement hereunder shall be determined by a majority vote of the members present at a Board meeting of an established quorum.

4-2. *Prohibition of Violence.* Board members are prohibited from engaging in or committing any violent intentional act that inflicts, attempts to inflict, or threatens to inflict emotional or bodily harm on another person, or damage to property.

4-3. *Drug and Alcohol Use.* When acting in their official capacity, the use of alcohol and/or prohibited drugs by members of the Board is forbidden.

- (a) Prohibited drugs are defined as marijuana, cocaine, opiates, amphetamines, phencyclidine (PCP), hallucinogens, methaqualone, barbiturates, narcotics, any other substances included in Schedules I through V under Section 812 of Title 21 of the United States Code, and prescription medication or over-the-counter medicine used in an unauthorized or unlawful manner.

4-4. *Social Media.* Social media shall be used in accordance with the Board members' oath of office and any laws or policies of the Nation governing social media.

- 4-5. *Conflict of Interest.* Conflicts of interest shall be reported and mitigated/removed in accordance with any laws or policies of the Nation governing conflicts of interest.

Article V. Stipends and Compensation

5-1. *Stipends.* Members of the Board shall be eligible to receive the following stipends as set forth in and subject to these bylaws; the Boards, Committees and Commissions law; and resolution BC-08-12-20-C titled, Amended Boards, Committees and Commissions Law Stipends, as may be further amended from time-to-time hereafter:

- (a) No more than twenty-four (24) meeting stipends per fiscal year, provided that:
 - (1) A quorum was established;
 - (2) The meeting of the established quorum lasted for at least one (1) hour; and
 - (3) The member collecting the stipend was present for the entire meeting as defined, as well as demonstrated, in accordance with the Boards, Committees and Commissions law.
- (b) A stipend for attending a duly called joint meeting between the Board and the Oneida Business Committee, provided that:
 - (1) A quorum was established by the Board;
 - (2) The joint meeting lasted for at least one (1) hour; and
 - (3) The member collecting the stipend was present for the entire joint meeting as defined, as well as demonstrated, in accordance with the Boards, Committees and Commissions law.
- (c) A stipend for participating in interviews and/or screens.
- (d) A stipend for conducting an official hearing of the Board.
- (e) A stipend for attending an Oneida Judiciary Hearing so long as the member's attendance is required by official subpoena.
- (f) A stipend for each day of attendance at a conference or training, provided that:
 - (1) The amount of the stipend a member is eligible to receive for attending a conference or training shall be dependent on whether the member attended up to four (4) hours of a conference or training or more than four (4) hours of a conference or training; and
 - (2) The member's attendance at the training or conference was required by law, bylaws or resolution.

5-2. *Compensation.* Besides the travel, per diem and business expense reimbursement authorized by the Boards, Committees and Commissions law, there are no other forms of compensation that members are eligible to receive for the duties/activities they perform on behalf of the Board.

Article VI. Records and Reporting

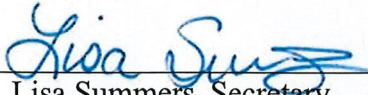
6-1. *Agenda Items.* Agenda items shall be maintained in a consistent format provided by the Oneida Business Committee Support Office and approved by the Board.

- 6-2. *Minutes.* All meeting minutes shall be typed and in a consistent format designed by the Oneida Business Committee, as approved by the Board, to generate the most informative record.
- (a) Minutes must include a summary of the action taken by the Board.
 - (b) Minutes shall be submitted to the Oneida Business Committee Support Office within five (5) business days of approval by the Board.
- 6-3. *Attachments.* Any handouts, attachments, reports, memoranda, and the like provided at a Board meeting shall be included with their corresponding agenda and minutes and maintained in accordance with the Nation's Open Records and Open Meetings law.
- 6-4. *Oneida Business Committee Liaison.* The Board shall regularly communicate with the Oneida Business Committee member who is its designated liaison.
- (a) The format and frequency of communication shall be as agreed upon by the Board and the liaison through formal action of the Board, but not less than that required in any law or policy on reporting developed by the Oneida Business Committee or Oneida General Tribal Council.
 - (b) The purpose of the liaison relationship is to uphold the ability of the liaison to act as a support to the Oneida Nation School Board.
- 6-5. *Audio Recordings.* All meetings of the Board shall be audio recorded by either the Oneida Business Committee Support Office or designee of the Officer presiding over the meeting using a device supplied by the Oneida Business Committee Support Office.
- (a) The presiding Officer shall ensure each meeting is audio recorded.
 - (b) Audio recordings shall be maintained by the Oneida Business Committee Support Office in accordance with the Nation's Open Records and Open Meetings law.
 - (1) *Exception.* Audio recordings of executive session portions of a meeting shall not be required.

Article VII. Amendments

- 7-1. *Amendments.* Amendments to these bylaws shall be approved by majority vote of the members present at a regular Board meeting of an established quorum, provided that written notice of the proposed amendments was made at a prior regular meeting.
- (a) Amendments to these bylaws shall conform to the requirements of the Boards, Committees and Commissions law and any other governing policies of the Nation.
 - (b) Amendments must be approved by the Board and the Oneida Business Committee before implementation.
 - (c) The Board shall conduct a review of these bylaws no less than on an annual basis.

These By-laws, as amended and revised, are hereby approved by the Oneida Business Committee at a duly called meeting held on August 26, 2020, by the Secretary of the Oneida Business Committee's signature.



Lisa Summers, Secretary
Oneida Business Committee



Oneida Nation School Board Minutes Rescheduled Meeting

Date: January 23, 2024

Time: 5:00 p.m. **Location:** Elementary School Library

Disclaimer: All participants, virtual and or in-person, please be advised that this meeting will be recorded for documentation purposes.

The Oneida Nation School Board is committed and accountable to students, parents, families, staff, and community members to provide regulatory oversight for a safe, positive, culturally diverse, holistic, learning atmosphere based on Onayoté a'ka values. We will provide the expectations, resources, and educational opportunities to encourage students to be productive.

Present: Sacheen Lawrence, Katsi Danforth, Vicki L. Cornelius, Barb Cornelius, Teresa Schuman, Kathe Cornelius, Candace House (via Teams, technical difficulty with camera)

Excused: None

Unexcused: None

Others: Sheri Mousseau, Fay LeMense, Tracy Christensen, Linda Jenkins, Jackie House, Marlon Skenandore, Jameson Wilson, Lois Strong, Everett Danforth, Kenneth Danforth, Arianna Stevens, Arletta Stevens, Justin Stevens, many other family members, Jolene Hensberger (recorder)

I. Call to Order by: Sacheen Lawrence

Time: 5:05 p.m.

II. Agenda

Motion by Katsi Danforth to approve the agenda, and to excuse the Chair by 6 p.m. Seconded by Kathe Cornelius. Motion carries.

III. Special Event

A. Approve One (1) Core Academic Diploma

Motion by Katsi Danforth to approve the high school diploma for Arianna Stevens, effective January 9, 2024. Seconded by Vicki L. Cornelius. Motion carries.

IV. Open Forum

A. Sequoia Cornelius

Not present. She was scheduled to attend on January 9, 2024, but the meeting had been canceled due to the weather).

V. Minutes

A. Approve November 29, 2023

Motion by Katsi Danforth to approve the November 29, 2023 minutes. Seconded by Barb Cornelius. Abstention by Teresa Schuman. For the record: *I was not on the Board at that time.* Motion carries.

B. Approve December 04, 2023

Motion by Katsi Danforth to approve the December 4, 2023 minutes. Seconded by Vicki L. Cornelius. Abstention by Teresa Schuman. For the record: *I was not on the Board at that time.* Motion carries.

C. Approve December 18, 2023

Motion by Katsi Danforth to approve the December 18, 2023 minutes. Seconded by Vicki L. Cornelius. Abstention by Teresa Schuman. For the record: *I was not on the Board at that time.* Abstention by Candace House. For the record: *I was not at that meeting.* Motion carries.

D. Approve December 21, 2023

Motion by Katsi Danforth to approve the December 21, 2023 minutes. Seconded by Candace House. Abstention by Teresa Schuman. For the record: *I was not on the Board at that time.* Abstention by Kathe Cornelius. For the record: *I was not at the meeting; I was sick.* Motion carries.

VI. E-polls (none)

No action taken.

VII. Tabled Business (none)

No action taken.

VIII. New Business (none)

No action taken.

IX. Superintendent Items

A. Approve Superintendent Report

Motion by Katsi Danforth to approve the Superintendent's report. Seconded by Teresa Schuman. Motion carries.

Board recommendation to incorporate and explore teaching indigenous artwork and activities in the art classes, such as making water drums, sewing traditional clothing, making clay pottery, etc.

Regarding Language Department, Immersion Program(s): Request for Superintendent to find out how next year student acceptance for enrollment will be determined.

B. Standing Items / Follow Up

1. Accept JOM Budget Update

Motion by Kathe Cornelius to accept the JOM Budget update. Seconded by Vicki L. Cornelius. Abstention by Katsi Danforth – she is on the JOM Parent Committee. Motion carries.

2. ONSS Staff Retirement Plan Committee (no documentation)

Motion by Katsi Danforth to request the School Board Administrative Assistant to submit a request for a joint meeting with the Business Committee, Artley Skenandore, and Sheri Mousseau to further discuss. Seconded by Kathe Cornelius. Motion carries.

[excerpt from November 20, 2023 Minutes: Motion by Kathe Cornelius to set up a meeting with the Business Committee, School Board, including Artley Skenandore, and Superintendent Mousseau regarding getting the approval for this retirement process. Seconded by Melinda K. Danforth. Motion carries.]

C. Administrative Staff Reports

1. Accept Business Manager

Motion by Motion by Katsi Danforth to accept the Business Manager report, and to annually budget and purchase school supplies for students, or to submit request to JOM Committee to annually purchase student school supplies. Seconded by Teresa Schuman. Motion carries.

2. Accept Ramah Navajo Settlement Budget Update

Motion by Katsi Danforth to accept the Ramah Navajo Settlement Budget update. Seconded by Kathe Cornelius. Motion carries.

3. Accept Elementary / Middle School Principal

Motion by Vicki L. Cornelius to accept the K-8 Principal report. Seconded by Kathe Cornelius. Motion carries.

Secondary motion by Kathe Cornelius to look for a cultural speaker to address students of our cultural values and ways. Seconded by Teresa Schuman. Motion carries.

Board recommendation: to incorporate our cultural ways and 'Good Mind' principles to remediate bullying and to try to get more parental involvement.

4. Accept High School Principal

Verbal update by Superintendent Mousseau.

Motion by Vicki L. Cornelius to accept the 9-12 Principal report. Seconded by Barb Cornelius. Motion carries.

Sacheen Lawrence departed at 6:03 p.m. Vice Chair, Katsi Danforth, will Chair the rest of the meeting.

5. Accept Oneida Language Department

Motion by Teresa Schuman to accept the Oneida Language Department report. Seconded by Barb Cornelius. Opposed: Kathe Cornelius. Motion carries.

Secondary motion by Teresa Schuman to have Language Director to provide more detailed and specific information about the Language Program and Sub Programs in each monthly report. Seconded by Kathe Cornelius. Motion carries.

6. Accept Special Education Coordinator

Motion by Vicki L. Cornelius to accept the Special Education Coordinator report. Seconded by Kathe Cornelius. Motion carries.

7. Accept K-12 Technology Coordinator

Verbal update by Superintendent Mousseau.

Motion by Vicki L. Cornelius to accept the K-12 Technology Coordinator report. Seconded by Candace House. Motion carries.

8. Accept FACE (Families and Child Education)

Motion by Barb Cornelius to accept the FACE report. Seconded by Vicki L. Cornelius. Motion carries.

Motion by Vicki L. Cornelius to go into executive session at 6:28 p.m. with the presence of Superintendent Mousseau. Seconded by Teresa Schuman. Motion carries.

Took 5-minute break. Resumed Executive Session at 6:37 p.m.

Present: Katsi Danforth, Vicki L. Cornelius, Barb Cornelius, Teresa Schuman, Kathe Cornelius, Candace House (via Teams, technical difficulty with camera)

Excused: Sacheen Lawrence

Others: Sheri Mousseau, Jolene Hensberger (recorder)

Motion by Teresa Schuman to come out of executive session at 7:18 p.m. Seconded by Vicki L. Cornelius. Motion carries.

X. Executive Session

A. Review and Discussion of Internal Audit (no documentation)

Motion by Vicki L. Cornelius to defer to review until next meeting and to request the presence of the Language Program Director. Seconded by Kathe Cornelius. Motion carries.

[excerpt from December 04, 2023 Minutes: Motion by Katsi Danforth to approve the Superintendent's report. Seconded by Kathe Cornelius. Motion carries.

Secondary motion by Melinda K. Danforth to have Superintendent to put the Internal Audit on the next School Board Agenda under executive session and to request the presence of the Language Department Director. Seconded by Kathe Cornelius. Motion carries.

Discussion: The Restorative Justice program is a school-wide program. There are more people working with students, which helps with the overall success rates. The referral process is generated through data generated from the EduClimber program and staff. The Restorative Justice program started in September 2023; data is still being obtained to further develop the program and services.]

B. Bureau of Indian Education (BIE) Tribally Controlled School Board Training Topics

Motion by Kathe Cornelius to request Superintendent Mousseau to obtain available BIE School Board training dates and times for in-person training on the following topics, School Board Roles and Responsibilities; Building Collaboration: Working Together for Student Achievement; Overview of Public Law 100-297; Roberts Rules of Order, and Habits of Highly Effective School Boards, and bring information back to the School Board. Seconded by Teresa Schuman. Motion carries.

C. Approve 2024 School Board Working Calendar

Motion by Teresa Schuman to approve the 2024 Working School Board Calendar with changes of rescheduling the July 1st meeting date to July 9, 2024, and September 2nd to September 9, 2024, due to holidays. Seconded by Vicki L. Cornelius. Motion carries.

D. Quarter 1 School Board Report (due Feb 6) (mtg date Feb 14)

Motion by Teresa Schuman to have School Board Administrative Assistant to email the Board the last quarter report, and for board members to submit feedback to Chair and Vice Chair by or before January 31, 2024. Seconded by Vicki L. Cornelius. Motion carries.

E. Election of School Board Secretary

Motion by Teresa Schuman to approve the nominations to have Vicki L. Cornelius as Secretary. Seconded by Kathe Cornelius. Abstention by Vicki L. Cornelius. Motion carries.

Kathe Cornelius nominated Vicki L. Cornelius
Teresa Schuman nominated Vicki L. Cornelius


Vicki L. Cornelius accepted.

F. Approve Revision of School Board Bylaws and to Forward to LOC for Review

Motion by Vicki L. Cornelius to approve the revisions of the bylaws and to forward to LOC. Seconded by Kathe Cornelius. Motion carries.

XI. Adjournment

Motion by Teresa Schuman to adjourn at 7:26 p.m. Seconded by Vicki L. Cornelius. Motion carries.



Vicki L. Cornelius, School Board Secretary

Approved: 2/05/2024



Legislative Operating Committee Fiscal Year 2024 Second Quarter Report January 2024 – March 2024

Legislative Operating Committee Guiding Principles

The Legislative Operating Committee set forth the following guiding principles to provide clarity and direction on the Legislative Operating Committee’s legislative efforts during the 2023-2026 legislative term:

- Re-indigenize our legislative foundation with Tsi? Niyukwaliho TÁ.
- Build an effective team through collaboration with departments, communities, and affected entities.
- Enhance community involvement through outreach and communication.
- Exercise our sovereignty through the development of community focused laws that promote Tsi? Niyukwaliho TÁ.
- Create a strategy driven agenda reflecting Oneida community values that align with the Oneida Business Committee’s Strategic Plan.

Legislative Operating Committee Action on Legislative Requests

During the FY24 Second Quarter the Legislative Operating Committee added seven (7) legislative items to its Active Files List. The Legislative Operating Committee denied no legislative items during the FY24 Second Quarter.

On January 17, 2024, the Legislative Operating Committee added the Short-Term Rental law to the Active Files List.

On February 7, 2024, the Legislative Operating Committee added the Pardon and Forgiveness Screening Committee bylaws amendments and the Landlord Tenant law amendments to the Active Files List.

On February 21, 2024, the Legislative Operating Committee added the Boards, Committees, and Commissions law amendments to the Active Files List.

On March 6, 2024, the Legislative Operating Committee added the Conflict of Interest law amendments and Budget and Finances law amendments to the Active Files List.

On March 20, 2024, the Legislative Operating Committee added the Community Support Fund law amendments to the Active Files List.

FY24 Second Quarter Administrative Accomplishments

The Legislative Operating Committee brought forward the following during the FY24 Second Quarter:

Budget and Finances Law One Year Review Memorandum

On February 21, 2024, the Legislative Operating Committee approved the Budget and Finances Law One Year Review memorandum. This memorandum provided that overall, through the discussions with the Nation’s Treasurer and Chief Financial Officer it was determined that there are issues with the implementation of the Budget and Finances law – such as the development of the Procurement Rule Handbook and the labor allocations list standard operating procedure - that need to be addressed, prioritized, and completed by the appropriate entities. Additionally, there are potential amendments to the Budget and Finances law that would be beneficial to the Nation to make. The Nation’s Treasurer and Chief Financial Officer recommended that the Legislative Operating Committee consider adding the Budget and Finances law to its Active Files List for the development of amendments. The Oneida Business Committee accepted this memorandum on February 28, 2024.

Leasing Law Rule No. 6 – Homeownership by Independent Purchase Program (HIPP) Amendments

On March 6, 2024, the Legislative Operating Committee certified the proposed amendments to the Leasing Law Rule No. 6 – Homeownership by Independent Purchase Program. Then on March 37, 2024, the Oneida Business Committee adopted these amendments to the Rule.

FY24 Second Quarter Community Outreach Efforts

Focusing on its guiding principle to enhance community involvement through outreach and communication, during the FY24 Second Quarter the Legislative Operating Committee held one community outreach event.

On March 6, 2024, from 5:30 p.m. through 7:30 p.m. the Legislative Operating Committee held a community meeting in the Norbert Hill Center’s cafeteria. Topics discussed during the community meeting included brief overview of the legislative process as well as a discussion of the following topics:

- Oneida Personnel Policies and Procedures Amendments;
- Sanctions and Penalties Law; and
- Eviction and Termination Law Amendments.

The purpose of the community meeting was to collect comments, suggestions, questions, expectations, and concerns for the Legislative Operating Committee to consider and utilize in the development the above-mentioned new laws for the Nation. Over fifty (50) people attended the community meeting and participated in the legislative process. The Legislative Operating Committee intends to hold community outreach events on a quarterly basis.

FY24 Second Quarter Legislative Highlights

The Legislative Operating Committee would like to highlight its work on the following legislative items during the FY24 Second Quarter:

All Terrain Vehicle Law Amendments

The Legislative Operating Committee held one (1) work meeting during the FY24 Second Quarter regarding this legislative matter.

Back Pay Law Amendments

The Legislative Operating Committee held four (4) work meetings during the FY24 Second Quarter regarding this legislative matter. On March 6, 2024, the Legislative Operating Committee approved the updated materials contained in the public meeting packet for the Back Pay Law Amendments and forwarded the Back Pay Law Amendments to a public meeting to be held on April 12, 2024.

Boards, Committees, and Commissions Law Amendments

The Legislative Operating Committee held one (1) work meeting during the FY24 Second Quarter regarding this legislative matter.

Budget and Finances Law Amendments

The Legislative Operating Committee held one (1) work meeting during the FY24 Second Quarter regarding this legislative matter.

Business Corporations Law

The Legislative Operating Committee held two (2) work meeting during the FY24 Second Quarter regarding this legislative matter.

Cemetery Law Amendments

The Legislative Operating Committee held one (1) work meeting during the FY24 Second Quarter regarding this legislative matter.

Domestic Animals Law Amendments

The Legislative Operating Committee held one (1) work meeting during the FY24 Second Quarter regarding this legislative matter.

Eviction and Termination Law Amendments

The Legislative Operating Committee held five (5) work meetings during the FY24 Second Quarter regarding this legislative matter. On March 6, 2024, the Legislative Operating Committee held a community meeting in which the Eviction and Termination law amendments were a topic for discussion.

Finance Committee Bylaws Amendments

The Legislative Operating Committee held one (1) work meeting during the FY24 Second Quarter regarding this legislative matter.

Guardianship Law Amendments

The Legislative Operating Committee held two (2) work meetings during the FY24 Second Quarter regarding this legislative matter.

Higher Education Scholarship Law

The Legislative Operating Committee held two (2) work meetings during the FY24 Second Quarter regarding this legislative matter.

Hunting, Fishing, and Trapping Law Amendments

The Legislative Operating Committee held one (1) work meeting during the FY24 Second Quarter regarding this legislative matter.

Investigative Leave Policy Amendments

The Legislative Operating Committee held two (2) work meetings during the FY24 Second Quarter regarding this legislative matter.

Law Enforcement Ordinance Amendments

The Legislative Operating Committee held two (2) work meetings during the FY24 Second Quarter regarding this legislative matter.

Oneida Election Board Bylaws Amendments

The Legislative Operating Committee held two (2) work meetings during the FY24 Second Quarter regarding this legislative matter.

Oneida General Welfare Law Amendments

The Legislative Operating Committee held one (1) work meeting during the FY24 Second Quarter regarding this legislative matter.

Oneida Land Trust Law

The Legislative Operating Committee held one (1) work meeting during the FY24 Second Quarter regarding this legislative matter.

Oneida Language Law

The Legislative Operating Committee held five (5) work meeting during the FY24 Second Quarter regarding this legislative matter.

Oneida Nation Commission on Aging Bylaws Amendments

The Legislative Operating Committee held one (1) work meeting during the FY24 Second Quarter regarding this legislative matter.

Oneida Nation Veterans Affairs Committee Bylaws Amendments

The Legislative Operating Committee held one (1) work meeting during the FY24 Second Quarter regarding this legislative matter.

Oneida Personnel Policies and Procedures

The Legislative Operating Committee held two (2) work meetings during the FY24 Second Quarter regarding this legislative matter. On March 6, 2024, the Legislative Operating Committee held a community meeting in which the Oneida Personnel Policies and Procedures amendments were a topic for discussion.

On-Site Waste Disposal Law Amendments

The Legislative Operating Committee held one (1) work meeting during the FY24 Second Quarter regarding this legislative matter.

Public Use of Tribal Land Law Amendments

The Legislative Operating Committee held one (1) work meeting during the FY24 Second Quarter regarding this legislative matter.

Real Property Law Amendments

The Legislative Operating Committee held three (3) work meeting during the FY24 Second Quarter regarding this legislative matter.

Sanctions and Penalties Law

The Legislative Operating Committee held two (2) work meetings during the FY24 Second Quarter regarding this legislative matter. On March 6, 2024, the Legislative Operating Committee held a community meeting in which the Sanctions and Penalties law was a topic for discussion.

Southeastern Wisconsin Oneida Tribal Services Advisory Board Bylaws Amendments

The Legislative Operating Committee held one (1) work meeting during the FY24 Second Quarter regarding this legislative matter.

Tribal Environmental Response Law Amendments

The Legislative Operating Committee held one (1) work meeting during the FY24 Second Quarter regarding this legislative matter.

Tribal Environmental Quality Review Law Amendments

The Legislative Operating Committee held one (1) work meeting during the FY24 Second Quarter regarding this legislative matter.

Tribal Sovereignty in Data Research Law

The Legislative Operating Committee held six (6) work meetings during the FY24 Second Quarter regarding this legislative matter.

Water Resources Law Amendments

The Legislative Operating Committee held one (1) work meeting during the FY24 Second Quarter regarding this legislative matter.

Well Abandonment Law Amendments

The Legislative Operating Committee held one (1) work meeting during the FY24 Second Quarter regarding this legislative matter.

FY24 Second Quarter Legislative Operating Committee Meetings

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 and on Microsoft Teams.

The Legislative Operating Committee held the following meetings during the FY24 Second Quarter:

- January 3, 2024 – Regular meeting;
- January 17, 2024 – Regular meeting;
- February 7, 2024 – Regular meeting;
- February 21, 2024 – Regular meeting;
- March 6, 2024 – Regular meeting; and
- March 20, 2024 – Regular meeting.

In addition to attending the Legislative Operating Committee meetings in person, individuals provided the opportunity to attend the Legislative Operating Committee meeting through Microsoft Teams. Anyone 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 by the close of business the day before a meeting of the Legislative Operating Committee to receive the link to the Microsoft Teams meeting.

For those who may be unable to attend the Legislative Operating Committee meeting either in person or on Microsoft Teams, an audio recording of the Legislative Operating Committee meeting is made available on the Nation’s website after the meeting concludes.

Goals for FY24 Third Quarter

During the FY24 Third Quarter the Legislative Operating Committee will focus its legislative efforts on the following matters:

- Hold the first LOC Community Work Session on April 2, 2024.
- Hold additional LOC Community Meetings on June 4, 2024, and June 19, 2024.
- Adoption of the Back Pay Law Amendments.
- Respond to the February 25, 2025, General Tribal Council directive to remove the wording “alleged” or “allegations” from the Eviction and Termination law and to bring back to the 2024 Semi-Annual General Tribal Council meeting.
- Develop a draft of the Eviction and Termination Law Amendments.
- Develop a draft for the Two Spirit Inclusion Law.
- Develop a draft for the Investigative Leave Policy Amendments.
- Develop a draft for the Preservation and Protection of the Oneida Language 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.

In addition to the assisting the Legislative Operating Committee with the development of legislation, the Legislative Reference Office also:

- Drafts statements of effect for Oneida Business Committee and General Tribal Council resolutions;
- Drafts statements of effect for General Tribal Council resolutions petitions;
- Drafts and provides other assistance to various department and entities of the Nation with administrative rulemaking;
- Drafts and provides other assistance to various department and entities of the Nation with bylaws; and
- Manages all other administrative duties and recordkeeping for the Legislative Operating Committee.

During the FY24 Second Quarter the Legislative Reference Office was staffed by the following individuals:

- Clorissa N. Leeman, Senior Legislative Staff Attorney.

- Contact: cleeman@oneidanation.org
- Carolyn Salutz, Legislative Staff Attorney.
 - Contact: csalutz@oneidanation.org
- Grace Elliott, Legislative Staff Attorney.
 - Contact: gelliott@oneidanation.org

Legislative Operating Committee Contact Information

Feel free to contact the LOC at LOC@oneidanation.org with any questions or comments, or individual LOC members at the following:

- Jameson Wilson, LOC Chairman
jwilson@oneidanation.org
- Kirby Metoxen, LOC Vice-Chairman
kmetox@oneidanation.org
- Jennifer Webster, LOC Member
jwebstel@oneidanation.org
- Jonas Hill, LOC Member
jhill1@oneidanation.org
- Marlon Skenandore, LOC Member
mshenan1@oneidanation.org



The Legislative Operating Committee from left to right: Kirby Metoxen, Jameson Wilson, Jennifer Webster, Marlon Skenandore, Jonas Hill.



LEGISLATIVE OPERATING COMMITTEE

COMMUNITY MEETING

TUESDAY, JUNE 4

5:30PM - 7:30PM

NORBERT HILL CENTER CAFETERIA

N7210 Seminary Rd, Oneida, WI 54155



Please join the Legislative Operating Committee (LOC) for a community meeting to gather input regarding the development or amendment of laws for the Nation:

◆ **Hunting, Fishing and Trapping Law Amendments**

◆ **Guardianship Law**

The LOC will have a brief overview of the legislative process prior to the discussion of the above mentioned topics. The LOC encourages everyone to come participate in the legislative process by providing comments, suggestions, and questions that the LOC can consider and utilize in the development or amendment of laws for the Nation.

LOC members will provide food during this community event. Community members are welcome to bring a dish to pass.



LEGISLATIVE OPERATING COMMITTEE MEMBERS



Jameson Wilson
LOC Chairman



Kirby Metoxen
LOC Vice Chairman



Jennifer Webster
LOC Member



Marlon Skenandore
LOC Member



Jonas Hill
LOC Member



LEGISLATIVE OPERATING COMMITTEE

COMMUNITY MEETING



WEDNESDAY, JUNE 19

5:30PM - 7:30PM

NORBERT HILL CENTER CAFETERIA
N7210 Seminary Rd, Oneida, WI 54155



Please join the Legislative Operating Committee (LOC) for a community meeting to gather input regarding the development of amendments to the:

◆ Eviction and Termination Law

The LOC will have a brief overview of the legislative process prior to the discussion of the above mentioned topics. The LOC encourages everyone to come participate in the legislative process by providing comments, suggestions, and questions that the LOC can consider and utilize in the development or amendment of laws for the Nation.

LOC members will provide food during this community event. Community members are welcome to bring a dish to pass.



LEGISLATIVE OPERATING COMMITTEE MEMBERS



Jameson Wilson
LOC Chairman



Kirby Metoxen
LOC Vice Chairman



Jennifer Webster
LOC Member



Marlon Skenandore
LOC Member



Jonas Hill
LOC Member



May 2024

May 2024

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 2024

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Apr 29	30	May 1 8:30am LOC Prep Meeting (Microsoft Teams Meeting); 9:00am Legislative Operating Committee Meeting (Microsoft Teams Meeting); 1:30pm LOC Strategic Planning Session	2 12:30pm Appointment	3 8:00am Time and Attendance 9:30am Oneida Personnel Policies and Procedures Amendments Work Meeting (Microsoft Teams Meeting);
6	7	8 8:30am Regular BC Meeting (BC_Conf_Room and Microsoft Teams) - Secretary	9	10 9:30am Eviction and Termination law amendments (Microsoft Teams Meeting; BC_Exec_Conf_Room) - Grace L. Elliott
13 10:00am LLC Discussion (Microsoft Teams Meeting) - Grace L. Elliott	14	15 8:30am LOC Prep Meeting (Microsoft Teams Meeting); 9:00am Legislative Operating Committee Meeting (Microsoft Teams Meeting); 1:30pm LOC Work Session	16	17 10:00am LOC, LRO, OLO Team Building - Clorissa N. Leeman
20	21	22 8:30am Regular BC Meeting (BC_Conf_Room and Microsoft Teams) - Secretary	23	24 8:00am Holiday - Oneida Code Talkers Day
27 8:00am Holiday - Memorial Day	28 8:30am Landlord Tenant law review (Microsoft Teams Meeting) - Grace L. Elliott 1:30pm LOC Strategic Planning (Microsoft Teams Meeting; BC_Exec_Conf_Room) -	29 9:00am Monthly Check In (Jameson's Office) - Jameson J. Wilson 11:00am Office Baby Shower: Aliskwet (BC_Conf_Room) - 1:30pm LOC Strategic Planning Session	30	31