

ROLL CALL MATRIX

Date: 12-6-05

Res. Number	192	193	194	195	196	197	198	199
Unanimous	Y	Y	Y	Y	Y	Y	Y	Y
Cathy Abramson	2	2	2					
Joe Eitrem								
Todd Gravelle	1	1	1	1	2	1	1	1
Dennis McKelvie								
Paul Shagen	<i>Absent - Personal Business</i>							
Lana Causley								
Bob LaPoint								
Fred Paquin	<i>Absent - Mom in hospital</i>							
Rob Lambert					1			
Denise Chase								
Tom Miller				2		2	2	
Vic Matson								2
Aaron Payment								

- 1 = Made Motion
- Y = Voted Yes
- A = Abstained

- 2 = Second/Support Motion
- N = Voted No
- U = Unanimous

ROLL CALL MATRIX

Date: 12-6-05

Res. Number	200	201	202	203	204	205		
Unanimous				U	U			
Cathy Abramson	1	2	N			1		
Joe Eitrem	Y	Y	Y					
Todd Gravelle	Y	N	1Y	1	1	2		
Dennis McKelvie	N	Y	N					
Paul Shagen	<i>Absent - Personal Business</i>							
Lana Causley	Y	N	N		2			
Bob LaPoint	Y	Y	Y					
Fred Paquin	<i>Absent - Mom in hospital</i>							
Rob Lambert	N	Y	N	2				
Denise Chase	A	Y	N					
Tom Miller	2	1	2Y					
Vic Matson	Y	Y	Y					
Aaron Payment	Y			Y				

- 1 = Made Motion
- Y = Voted Yes
- A = Abstained
- 2 = Second/Support Motion
- N = Voted No
- U = Unanimous

NOTE: Res. 202 was a tie - Chairperson had to vote to break the tie.



RESOLUTION NO: 2005-184

GRANTING FORGIVENESS TO DERRICK K. NOLAN

WHEREAS, the Sault Ste. Marie Tribe of Chippewa Indians is a federally recognized Indian Tribe organized under the Indian Reorganization Act of 1934, 25 U.S.C. 467 et seq; and

WHEREAS, the Board of Directors has enacted Tribal Code Chapter 76: Gaween-Nji-Da that allows for the granting of forgiveness to tribal members who have been convicted of a crime and would be denied a license for employment in a gaming operation pursuant to Chapter 42; and

WHEREAS, Derrick K. Nolan is a tribal member who has been convicted of MCL §750.377, Malicious Destruction of Property on October 13, 2005; SSM City Code §16-13, School Premises –Trespassing on July 30, 2003 and SSM City Code §16-14, Disrupting School Classes on July 30, 2003; and

WHEREAS, Derrick K. Nolan would be denied a license for employment as a key employee or primary management official because of the criminal convictions; and

WHEREAS, the Board of Directors has determined that Derrick K. Nolan is not likely to engage in any offensive or criminal course of conduct and the public good does not require that he be denied a license as a key employee or primary management official.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors, pursuant to Tribal Code Chapter 76 grants forgiveness to Derrick K. Nolan for the convictions of: MCL §750.377, Malicious Destruction of Property on October 13, 2005; SSM City Code §16-13, School Premises –Trespassing on July 30, 2003 and SSM City Code §16-14, Disrupting School Classes on July 30, 2003.

CERTIFICATION

We, the undersigned, as Chairperson and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom 11 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the 6 day of December 2005; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 9 members for, 0 members against, 1 members abstaining, and that said resolution has not been rescinded or amended in any way.

Aaron Payment, Tribal Chairperson
Sault Ste. Marie Tribe of
Chippewa Indians

Cathy Abramson, Secretary
Sault Ste. Marie Tribe of
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RESOLUTION NO: 2005-185

GRANTING FORGIVENESS TO TIMOTHY R. THOMPSON, JR.

WHEREAS, the Sault Ste. Marie Tribe of Chippewa Indians is a federally recognized Indian Tribe organized under the Indian Reorganization Act of 1934, 25 U.S.C. 467 et seq; and

WHEREAS, the Board of Directors has enacted Tribal Code Chapter 76: Gaween-Nji-Da that allows for the granting of forgiveness to tribal members who have been convicted of a crime and would be denied a license for employment in a gaming operation pursuant to Chapter 42; and

WHEREAS, Timothy R. Thompson, Jr. is a tribal member who has been convicted of MCL 750.540(e), Malicious use of Telephone; and

WHEREAS, Timothy R. Thompson, Jr., would be denied a license for employment as a key employee or primary management official because of the criminal convictions; and

WHEREAS, the Board of Directors has determined that Timothy R. Thompson, Jr., is not likely to engage in any offensive or criminal course of conduct and the public good does not require that he be denied a license as a key employee or primary management official.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors, pursuant to Tribal Code Chapter 76 grants forgiveness to Timothy R. Thompson, Jr., for the conviction of: MCL 750.540(e), Malicious Use of Telephone on March 12, 2002.

CERTIFICATION

We, the undersigned, as Chairperson and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom 11 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the 6 day of December 2005; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 10 members for, 0 members against, 0 members abstaining, and that said resolution has not been rescinded or amended in any way.

Aaron Payment, Tribal Chairperson
Sault Ste. Marie Tribe of
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Cathy Abramson, Secretary
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RESOLUTION NO: 2005-186

**SAULT STE. MARIE TRIBE OF CHIPPEWA INDIANS
DONATION TO SUPPORT CHILDREN'S CHRISTMAS COMMITTEE**

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WHEREAS, the Sault Ste. Marie Tribe of Chippewa Indians is a federally recognized Indian Tribe organized under the Indian Reorganization Act of 1934; and

WHEREAS, the Children's Christmas Committee of the Sault Ste. Marie Tribe of Chippewa Indians was formed to address the needs of the Tribe's most vulnerable families through the provision of holiday food baskets and children's gifts; and

WHEREAS, the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians acknowledges this need and supports the activities of the Children's Christmas Committee.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby authorizes a donation of at least \$15,000 commencing in the year 2005 and annually for the next three years to the Children's Christmas Committee to support the above described activities, from Tribal Ops.

BE IT FURTHER RESOLVED, the Board of Directors acknowledges that any additional funds required to meet the needs of identified tribal families can be requested by the Children's Christmas Committee and that such a request will be authorized by the Board of Directors at a scheduled Board meeting or by polling the Board by telephone.

CERTIFICATION

We, the undersigned, as Chairperson and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom 11 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the 6 day of December 2005; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 10 members for, 0 members against, 0 members abstaining, and that said resolution has not been rescinded or amended in any way.

Aaron Payment, Tribal Chairperson
Sault Ste. Marie Tribe of
Chippewa Indians

Cathy Abramson, Secretary
Sault Ste. Marie Tribe of
Chippewa Indians



RESOLUTION NO: 2005-187

**AUTHORIZATION TO OPEN A CHECKING ACCOUNT FOR
MUNISING COMMUNITY CENTER PROJECT
NATIONAL CITY BANK OF MICHIGAN AND ILLINOIS**

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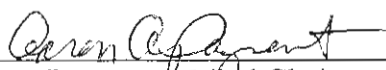
RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby authorizes its Chairperson, Aaron A. Payment, to open a checking account for the Munising Community Center Project at National City Bank of Michigan/Illinois. Said account will require the signature of two of the following individuals for any and all transactions:

Aaron Payment
Todd Gravelle
William Connolly

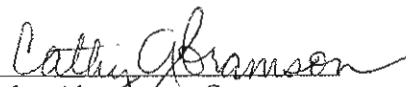
Robert LaPoint
Victor Matson Jr.

CERTIFICATION

We, the undersigned, as Chairperson and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom 11 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the 6 day of December 2005; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 10 members for, 0 members against, 0 members abstaining, and that said resolution has not been rescinded or amended in any way.



Aaron Payment, Tribal Chairperson
Sault Ste. Marie Tribe of
Chippewa Indians



Cathy Abramson, Secretary
Sault Ste. Marie Tribe of
Chippewa Indians



RESOLUTION NO: 2005-188
LEASE CANCELLATION TO
BIA LEASE NO: DD-0050(02)
WAYNE E. PEARCE AND HEIDI J. ROSS

WHEREAS, the Sault Ste. Marie Tribe of Chippewa Indians (Tribe) is a federally recognized Indian Tribe organized under the Indians Reorganization Act of 1934m 25 USC 467, et. seq; and

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WHEREAS, Wayne E. Pearce and Heidi J. Ross, have defaulted on the Trust Unit Sales Contract dated August 5, 2002; and

WHEREAS, Section 16 of the Trust Unit Sales Contract reads: This Contract, together with the Trust Land Lease, attached, are the entire agreements between Seller and Purchaser. Default on the Contract constitutes default of the Lease and vice versa; and

WHEREAS, Section 11 (h) of Residential Lease for Trust Land DD-0050(02) clearly states that the Lease is entered into in conjunction with the Trust Unit Sales Contract and that in the event of default as defined by the Trust-Unit Sales contract, the Lease is deemed to be in default.

RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby authorized its Tribal Chairperson, Aaron A. Payment and Treasurer, Todd K. Gravelle to execute this lease cancellation, and land being described as:

Township of Kinross, County of Chippewa, State of Michigan
Lot 165, Cedar Grove Estates I

BE IT FURTHER RESOLVED, that the Tribal staff is directed to prepare the appropriate lease cancellation documents.

BE IT FURTHER RESOLVED, the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby requests the Bureau of Indian Affairs to cancel Lease No. DD-0050(02) pursuant to applicable law and regulations.

CERTIFICATION

We, the undersigned, as Chairperson and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom 11 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held of the 6 of December 2005; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 10 members for, 0 members against, 0 abstaining, and that said resolution has not been rescinded or amended in any way.

Aaron A. Payment
Aaron A. Payment, Tribal Chairperson
Sault Ste. Marie Tribe of
Chippewa Indians

Cathy Abramson
Cathy Abramson, Secretary
Sault Ste. Marie Tribe of
Chippewa Indians



RESOLUTION NO: 2005-189

LEASE CANCELLATION TO
BIA LEASE NO: DD-0037(01)
MICHAEL F. ABEL AND KEOLAHOU ABEL

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WHEREAS, the Sault Ste. Marie Tribe of Chippewa Indians (Tribe) is a federally recognized Indian Tribe organized under the Indians Reorganization Act of 1934m 25 USC 467, et. seq; and

WHEREAS, Michael F. Abel and Keolahou Abel, have defaulted on the Trust Unit Sales Contract dated October 3, 2001; and

WHEREAS, Section 16 of the Trust Unit Sales Contract reads: This Contract, together with the Trust Land Lease, attached, are the entire agreements between Seller and Purchaser. Default on the Contract constitutes default of the Lease and vice versa; and

WHEREAS, Section 11 (h) of Residential Lease for Trust Land DD-0037(01) clearly states that the Lease is entered into in conjunction with the Trust Unit Sales Contract and that in the event of default as defined by the Trust-Unit Sales contract, the Lease is deemed to be in default.

RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby authorized its Tribal Chairperson, Aaron A. Payment and Treasurer, Todd K. Gravelle to execute this lease cancellation, and land being described as:

Township of Kinross, County of Chippewa, State of Michigan
Lots 692 & 691, Cedar Grove Estates III

BE IT FURTHER RESOLVED, that the Tribal staff is directed to prepare the appropriate lease cancellation documents.

BE IT FURTHER RESOLVED, the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby requests the Bureau of Indian Affairs to cancel Lease No. DD-0037(01) pursuant to applicable law and regulations.

CERTIFICATION

We, the undersigned, as Chairperson and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom 11 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held of the 6 of December 2005; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 10 members for, 0 members against, 0 abstaining, and that said resolution has not been rescinded or amended in any way.

Aaron A. Payment
Aaron A. Payment, Tribal Chairperson
Sault Ste. Marie Tribe of
Chippewa Indians

Cathy Abramson
Cathy Abramson, Secretary
Sault Ste. Marie Tribe of
Chippewa Indians



RESOLUTION NO: 2005-190

**LEASE CANCELLATION TO
BIA LEASE NO: DD-0032(01)
PHILIP T. CAMPBELL AND TANYA M. CAMPBELL**

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WHEREAS, the Sault Ste. Marie Tribe of Chippewa Indians (Tribe) is a federally recognized Indian Tribe organized under the Indians Reorganization Act of 1934m 25 USC 467, et. seq; and

WHEREAS, Philip T. Campbell and Tanya M. Campbell, have defaulted on the Trust Unit Sales Contract dated August 9, 2001; and

WHEREAS, Section 16 of the Trust Unit Sales Contract reads: This Contract, together with the Trust Land Lease, attached, are the entire agreements between Seller and Purchaser. Default on the Contract constitutes default of the Lease and vice versa; and

WHEREAS, Section 11 (h) of Residential Lease for Trust Land DD-0032(01) clearly states that the Lease is entered into in conjunction with the Trust Unit Sales Contract and that in the event of default as defined by the Trust-Unit Sales contract, the Lease is deemed to be in default.

RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby authorized its Tribal Chairperson, Aaron A. Payment and Treasurer, Todd K. Gravelle to execute this lease cancellation, and land being described as:

Township of Kinross, County of Chippewa, State of Michigan
Lots 606 & 607, Cedar Grove Estates III

BE IT FURTHER RESOLVED, that the Tribal staff is directed to prepare the appropriate lease cancellation documents.

BE IT FURTHER RESOLVED, the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby requests the Bureau of Indian Affairs to cancel Lease No. DD-0032(01) pursuant to applicable law and regulations.

CERTIFICATION

We, the undersigned, as Chairperson and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom 11 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held of the 6 of December 2005; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 10 members for, 0 members against, 0 abstaining, and that said resolution has not been rescinded or amended in any way.

Aaron A. Payment
Aaron A. Payment, Tribal Chairperson
Sault Ste. Marie Tribe of
Chippewa Indians

Cathy Abramson
Cathy Abramson, Secretary
Sault Ste. Marie Tribe of
Chippewa Indians



RESOLUTION NO: 2005-191

**LEASE CANCELLATION TO
BIA LEASE NO: DD-0031(01)
EDWARD R. CADOTTE AND MELLISSA A. CADOTTE**

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WHEREAS, the Sault Ste. Marie Tribe of Chippewa Indians (Tribe) is a federally recognized Indian Tribe organized under the Indians Reorganization Act of 1934m 25 USC 467, et. seq; and

WHEREAS, Edward R. Cadotte and Mellissa A. Cadotte, have defaulted on the Trust Unit Sales Contract dated August 2, 2001; and

WHEREAS, Section 16 of the Trust Unit Sales Contract reads: This Contract, together with the Trust Land Lease, attached, are the entire agreements between Seller and Purchaser. Default on the Contract constitutes default of the Lease and vice versa; and

WHEREAS, Section 11 (h) of Residential Lease for Trust Land DD-0031(01) clearly states that the Lease is entered into in conjunction with the Trust Unit Sales Contract and that in the event of default as defined by the Trust-Unit Sales contract, the Lease is deemed to be in default.

RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby authorized its Tribal Chairperson Aaron A. Payment and Treasurer, Todd K. Gravelle to execute this lease cancellation, and land being described as:

Township of Kinross, County of Chippewa, State of Michigan
Lots 638 & 639, Cedar Grove Estates III

BE IT FURTHER RESOLVED, that the Tribal staff is directed to prepare the appropriate lease cancellation documents.

BE IT FURTHER RESOLVED, the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby requests the Bureau of Indian Affairs to cancel Lease No. DD-0031(01) pursuant to applicable law and regulations.

CERTIFICATION

We, the undersigned, as Chairperson and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom 11 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held of the 6 of December 2005; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 10 members for, 0 members against, 0 abstaining, and that said resolution has not been rescinded or amended in any way.

Aaron A. Payment, Tribal Chairperson
Sault Ste. Marie Tribe of
Chippewa Indians

Cathy Abramson, Secretary
Sault Ste. Marie Tribe of
Chippewa Indians



RESOLUTION NO: 2005-192

**LEASE CANCELLATION TO
BIA LEASE NO: DD-0009(01)
RODNEY SCOTT LOONSFOT**

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WHEREAS, the Sault Ste. Marie Tribe of Chippewa Indians (Tribe) is a federally recognized Indian Tribe organized under the Indians Reorganization Act of 1934m 25 USC 467, et. seq; and

WHEREAS, Rodney Scott Loonsfoot, has defaulted on the Trust Unit Sales Contract dated December 21, 2000; and

WHEREAS, Section 16 of the Trust Unit Sales Contract reads: This Contract, together with the Trust Land Lease, attached, are the entire agreements between Seller and Purchaser. Default on the Contract constitutes default of the Lease and vice versa; and

WHEREAS, Section 11 (h) of Residential Lease for Trust Land DD-0009(01) clearly states that the Lease is entered into in conjunction with the Trust Unit Sales Contract and that in the event of default as defined by the Trust-Unit Sales contract, the Lease is deemed to be in default.

RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby authorized its Tribal Chairperson, Aaron A. Payment and Treasurer, Todd K. Gravelle to execute this lease cancellation, and land being described as:

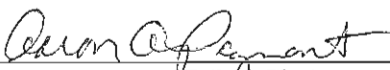
Township of Kinross, County of Chippewa, State of Michigan
Lots 659 & 658, Cedar Grove Estates III

BE IT FURTHER RESOLVED, that the Tribal staff is directed to prepare the appropriate lease cancellation documents.


BE IT FURTHER RESOLVED, the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby requests the Bureau of Indian Affairs to cancel Lease No. DD-0009(01) pursuant to applicable law and regulations.

CERTIFICATION

We, the undersigned, as Chairperson and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom 11 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held of the 6 of December 2005; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 10 members for, 0 members against, 0 abstaining, and that said resolution has not been rescinded or amended in any way.



Aaron A. Payment, Tribal Chairperson
Sault Ste. Marie Tribe of
Chippewa Indians



Cathy Abramson, Secretary
Sault Ste. Marie Tribe of
Chippewa Indians



RESOLUTION NO: 2005-193

**LEASE CANCELLATION TO
BIA LEASE NO: DD-0018(01)
RODNEY SCOTT LOONSFOT**

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WHEREAS, the Sault Ste. Marie Tribe of Chippewa Indians (Tribe) is a federally recognized Indian Tribe organized under the Indians Reorganization Act of 1934m 25 USC 467, et. seq; and

WHEREAS, Rodney Scott Loonsfoot, has defaulted on the Trust Unit Sales Contract dated June 6, 2001; and

WHEREAS, Section 16 of the Trust Unit Sales Contract reads: This Contract, together with the Trust Land Lease, attached, are the entire agreements between Seller and Purchaser. Default on the Contract constitutes default of the Lease and vice versa; and

WHEREAS, Section 11 (h) of Residential Lease for Trust Land DD-0018(01) clearly states that the Lease is entered into in conjunction with the Trust Unit Sales Contract and that in the event of default as defined by the Trust-Unit Sales contract, the Lease is deemed to be in default.

RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby authorized its Tribal Chairperson, Aaron A. Payment and Treasurer, Todd K. Gravelle to execute this lease cancellation, and land being described as:

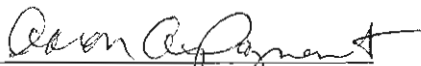
Township of Kinross, County of Chippewa, State of Michigan
Lots 660 & 661, Cedar Grove Estates III

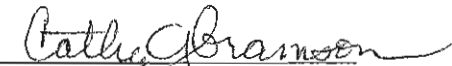
BE IT FURTHER RESOLVED, that the Tribal staff is directed to prepare the appropriate lease cancellation documents.

BE IT FURTHER RESOLVED, the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby requests the Bureau of Indian Affairs to cancel Lease No. DD-0018(01) pursuant to applicable law and regulations.

CERTIFICATION

We, the undersigned, as Chairperson and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom 11 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held of the 6 of December 2005; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 10 members for, 0 members against, 0 abstaining, and that said resolution has not been rescinded or amended in any way.


Aaron A. Payment, Tribal Chairman
Sault Ste. Marie Tribe of
Chippewa Indians


Cathy Abramson, Secretary
Sault Ste. Marie Tribe of
Chippewa Indians



RESOLUTION NO: 2005-194

LEASE CANCELLATION
BIA LEASE NO: DD-0030(01)
RODNEY SCOTT LOONSFOOT

WHEREAS, the Sault Ste. Marie Tribe of Chippewa Indians (Tribe) is a federally recognized Indian Tribe organized under the Indians Reorganization Act of 1934m 25 USC 467, et. seq; and

WHEREAS, Rodney Scott Loonsfoot, has defaulted on the Trust Unit Sales Contract dated June 6, 2001; and

WHEREAS, Section 16 of the Trust Unit Sales Contract reads: This Contract, together with the Trust Land Lease, attached, are the entire agreements between Seller and Purchaser. Default on the Contract constitutes default of the Lease and vice versa; and

WHEREAS, Section 11 (h) of Residential Lease for Trust Land DD-0030(01) clearly states that the Lease is entered into in conjunction with the Trust Unit Sales Contract and that in the event of default as defined by the Trust-Unit Sales contract, the Lease is deemed to be in default.

RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby authorized its Tribal Chairperson, Aaron A. Payment and Treasurer, Todd K. Gravelle to execute this lease cancellation, and land being described as:


Township of Kinross, County of Chippewa, State of Michigan
Lots 652 & 653, Cedar Grove Estates III

BE IT FURTHER RESOLVED, that the Tribal staff is directed to prepare the appropriate lease cancellation documents.


BE IT FURTHER RESOLVED, the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby requests the Bureau of Indian Affairs to cancel Lease No. DD-0030(01) pursuant to applicable law and regulations.

CERTIFICATION

We, the undersigned, as Chairperson and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom 11 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held of the 6 of December 2005; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 10 members for, 1 members against, 0 abstaining, and that said resolution has not been rescinded or amended in any way.



Aaron A. Payment, Tribal Chairman
Sault Ste. Marie Tribe of
Chippewa Indians



Cathy Abramson, Secretary
Sault Ste. Marie Tribe of
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RESOLUTION NO: 2005-195
AUTHORIZATION OF RIGHT OF WAY EASEMENT
DEDICATION OF PALOMINO DRIVE

WHEREAS, the Sault Ste. Marie Tribe of Chippewa Indians (Tribe) is a federally recognized Indian Tribe organized under the Indian Reorganization Act of 1934, 25 USC 467, et. Seq; and

WHEREAS, the Sault Ste. Marie Tribe of Chippewa Indians holds land located in the City of St. Ignace, County of Mackinac, State of Michigan; and

WHEREAS, the Sault Ste. Marie Tribe of Chippewa Indians wishes to dedicate the Street known as Palomino Drive which is constructed on the above parcel to the City of St. Ignace for maintenance and snowplowing purposes; and

WHEREAS, the City of St. Ignace accepted said street by Resolution into the City Local Street System, subject to acquiring title or easement to said street.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the granting of an easement for the above purposes to the City of St. Ignace,

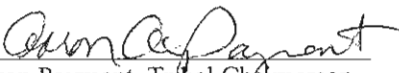
Land situated in the City of St. Ignace; County of Mackinac, State of Michigan, and more particularly described as follows:

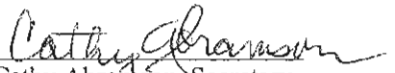
Comm. at the intersection of the centerline of Chambers and South line of P.C. 14 thence S 78 deg. 24 min. 41 sec. W 601.81 ft. along S. line of P.C. 14 thence N 11 deg. 09' 50" W 419.08 ft. to N. line of LaChance's Plat thence S 11 deg. 09' 50" E 240 ft. along the W. side of Dickenson St. to POB. Thence S 78 deg. 26' 09" W 430.58 ft. thence S 11 deg. 09' 53" E 130 ft. along the E. line of Nordstrom's Plat thence N 78 deg. 26' 09" E 130 ft. thence N 11 deg. 09' 53" W 64.44 ft. thence N 78 deg 26' 09" E to the W. line of Dickenson St., thence N 11 deg. 09' 50" W 66 ft to POB. Part P.C. 14.

BE IT FURTHER RESOLVED, that the Board of Directors authorizes its Chairman, Aaron A. Payment and Treasurer, Todd K. Gravelle to execute any documentation required concerning the grant of easement, consistent with this resolution for and on behalf of the Tribe.

CERTIFICATION

We, the undersigned, as Chairperson and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom 11 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the 16 day of December 2005; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 10 members for, 0 members against, 0 members abstaining, and that said resolution has not been rescinded or amended in any way.


Aaron Payment, Tribal Chairperson
Sault Ste. Marie Tribe of
Chippewa Indians


Cathy Abramson, Secretary
Sault Ste. Marie Tribe of
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RESOLUTION NO: 2005-194
AUTHORIZATION OF RIGHT OF WAY EASEMENT
SEMCO ENERGY

WHEREAS, the Sault Ste. Marie Tribe of Chippewa Indians (Tribe) is a federally recognized Indian Tribe organized under the Indian Reorganization Act of 1934, 25 USC 467, et. seq; and

WHEREAS, the Sault Ste. Marie Tribe of Chippewa Indians holds land located in the Township of St. Ignace, County of Mackinac, State of Michigan; and

WHEREAS, Semco Energy Gas Company has requested a permanent easement, for the purpose of constructing and maintaining pipelines for the transportation of natural gas therein, and the Grantee, its successors and assigns, are granted the right of ingress and egress to and from said pipelines for the purpose inspection, construction, repairing, operating, changing the size of or removing the same together with the right of removal of such at will in whole, or in part, from, on, over and through the following described premises.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the granting of an easement for the sum of One Dollar (\$1.00) over and through.

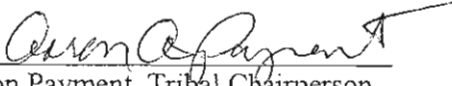
Land situated in the Township of St. Ignace; County of Mackinac, State of Michigan, and more particularly described as follows:

A 15 foot wide strip or parcel of land for right-of-way purposes being situated as shown approximately on attachment marked as Exhibit "A" being a part of hereto upon part of the following described premises: The vacated portion of St. Clair Trail Ling east of Business Route I-75 and west of North Shore Drive, Section 31, T41N - R - 3W.

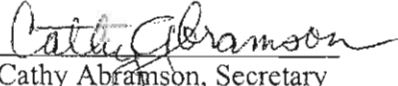
BE IT FURTHER RESOLVED, that the Board of Directors authorizes its Chairman, Aaron A. Payment and Treasurer, Todd K. Gravelle to execute any documentation required concerning the grant of easement, consistent with this resolution for and on behalf of the Tribe.

CERTIFICATION

We, the undersigned, as Chairperson and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom 11 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the 6 day of December 2005; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 10 members for, 0 members against, 0 members abstaining, and that said resolution has not been rescinded or amended in any way.



Aaron Payment, Tribal Chairperson
Sault Ste. Marie Tribe of
Chippewa Indians



Cathy Abramson, Secretary
Sault Ste. Marie Tribe of
Chippewa Indians

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RESOLUTION NO: 2005-197

**WAIVER OF SOVEREIGN IMMUNITY AND CONSENT TO WAIVER
OF TRIBAL COURT JURISDICTION
GAMING HOSPITALITY SOLUTIONS**

BE IT RESOLVED, by the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians, as follows:

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Section 1 FINDINGS AND DETERMINATIONS: The Board of Directors finds and determines that:

- 1.1 The Sault Ste. Marie Tribe of Chippewa Indians (the "Tribe") is a federally recognized Indian Tribal Government organized under the provisions of the Indian Reorganization Act of 1934.
- 1.2 The MIS Department, on behalf of the Midjim convenience stations, Kewadin and the tribal tax office, has negotiated a contract with Gaming Hospitality Solutions, Inc., ("GHS") for software which will be used to streamline and improve the gas and cigarette Tribal Member discounting, quota management and tax removal system at the Midjims, Kewadin gift shops and participating non-tribal gas stations.
- 1.3 GHS has refused to consent to a modification of its contract in a manner that would permit the Tribe to contract without a waiver of sovereign immunity or Tribal Court jurisdiction.
- 1.4 In order to induce GHS to enter into the contract, the Tribe is required to confirm that the Tribe and all other entities claiming by, through or under the Tribe will not claim tribal immunity or Tribal Court jurisdiction with respect to any matter pertaining to disputes arising from the GHS contract. All of the foregoing are referred to herein as the "Waiver and Consent Obligations."
- 1.5 It is in the best interests of the Tribe to consent to the GHS contract and to enter into the Waiver and Consent Obligations.

Section 2 APPROVALS AND AUTHORIZATION

- 2.1 The Board of Directors authorizes and directs the Tribe, through its Chairperson, for and on behalf of the Tribe to enter into such agreements on such terms and conditions as he deems necessary concerning governing law, waiver of Tribal Court jurisdiction, and waiver of tribal immunity.
- 2.2 The Board of Directors authorizes and directs the Tribe to give its express consent to the terms and provisions of the GHS contract.
- 2.3 The Chairperson is authorized and directed to execute and deliver such other agreements, certificates, documents, or instruments, as may be required or to take any and all such action which may be necessary or convenient to effectuate the foregoing.

Section 3 WAIVER OF SOVEREIGN IMMUNITY; CONSENT TO JURISDICTION;
GOVERNING LAW

3.1 The Tribe hereby waives its sovereign immunity from suit should an action be commenced under the GHS contract.

This waiver:

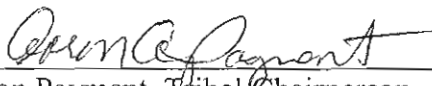
- i) shall terminate upon performance by the Tribe of all of its obligations under the GHS contract;
- ii) is granted solely to GHS and its successors and assigns;
- iii) shall extend to inter alia, any judicial or non judicial action, including, but not limited to, any lawsuit, arbitration, and judicial or non judicial action to enforce the rights of GHS or the escrow agent and the assertion of any claim in a court of competent jurisdiction or with any arbitrator or arbitration panel to enforce the obligations of GHS under the GHS contract;
- iv) shall be enforceable only in a court of competent jurisdiction, including courts of the State of Michigan the Tribal Court and federal courts in Michigan and Colorado (including the United States Bankruptcy Court) or any arbitrator or arbitration panel; and;
- vi) the GHS contract shall be construed in accordance with and governed by the internal laws of the State of Michigan.

Section 4 WAIVER OF TRIBAL COURT JURISDICTION

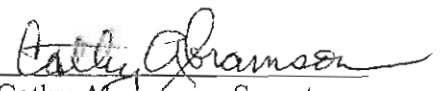
4.1 The Board of Directors waives jurisdiction of the Tribal Court over any action arising under the GHS contract.

CERTIFICATION

We, the undersigned, as Chairperson and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom 11 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the 6 day of December 2005; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 10 members for, 0 members against, 0 members abstaining, and that said resolution has not been rescinded or amended in any way.



Aaron Payment, Tribal Chairperson
Sault Ste. Marie Tribe of
Chippewa Indians



Cathy Abramson, Secretary
Sault Ste. Marie Tribe of
Chippewa Indians

Section 3 WAIVER OF SOVEREIGN IMMUNITY; CONSENT TO JURISDICTION;
GOVERNING LAW

3.1 The Tribe hereby waives its sovereign immunity from suit should an action be commenced under the GHS contract.

This waiver:

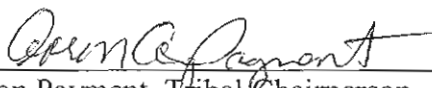
- i) shall terminate upon performance by the Tribe of all of its obligations under the GHS contract;
- ii) is granted solely to GHS and its successors and assigns;
- iii) shall extend to inter alia, any judicial or non judicial action, including, but not limited to, any lawsuit, arbitration, and judicial or non judicial action to enforce the rights of GHS or the escrow agent and the assertion of any claim in a court of competent jurisdiction or with any arbitrator or arbitration panel to enforce the obligations of GHS under the GHS contract;
- iv) shall be enforceable only in a court of competent jurisdiction, including courts of the State of Michigan the Tribal Court and federal courts in Michigan and Colorado (including the United States Bankruptcy Court) or any arbitrator or arbitration panel; and;
- vi) the GHS contract shall be construed in accordance with and governed by the internal laws of the State of Michigan.

Section 4 WAIVER OF TRIBAL COURT JURISDICTION

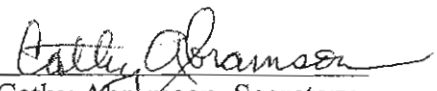
4.1 The Board of Directors waives jurisdiction of the Tribal Court over any action arising under the GHS contract.

CERTIFICATION

We, the undersigned, as Chairperson and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom 11 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the 6 day of December 2005; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 10 members for, 0 members against, 0 members abstaining, and that said resolution has not been rescinded or amended in any way.



Aaron Payment, Tribal Chairperson
Sault Ste. Marie Tribe of
Chippewa Indians



Cathy Abramson, Secretary
Sault Ste. Marie Tribe of
Chippewa Indians



RESOLUTION NO: 2005-198

CONSTITUTION AMENDMENT PROJECT

WHEREAS, the voters of the Tribe adopted a constitution ("Constitution") for the Tribe in 1975 pursuant to the Indian Reorganization Act ("IRA"); and,

WHEREAS, the Tribe's IRA Constitution is based on a model constitution drafted by the Bureau of Indian Affairs ("BIA") in the 1930's; and,

WHEREAS, the Tribe's IRA Constitution places unnecessary limits on the rights of the People and the powers of the Tribe, and allows the BIA to intrude on the internal affairs of the Tribe; and,

WHEREAS, the Tribe has experienced difficulties operating under the 1975 Constitution given the Tribe's expansion of membership, businesses, and governmental operations since 1975; and,

WHEREAS, the Board of Directors has identified the need to strengthen and improve the Constitution for all the Members of the Tribe; and,

WHEREAS, the Board of Directors has determined that the approval of the attached Project Plan for the New Constitution Amendment Project is in the best interests of the Tribe.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves the attached Project Plan for the New Constitution Amendment Project.

BE IT FURTHER RESOLVED, that the Chairman is authorized and directed to take all necessary actions and to execute all necessary documents within the limits of an approved budget to effectuate the intent of this Resolution.

CERTIFICATION

We, the undersigned, as Chairperson and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom 11 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the 6 day of December 2005; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 10 members for, 0 members against, 0 members abstaining, and that said resolution has not been rescinded or amended in any way.

Aaron Payment
Aaron Payment, Tribal Chairperson
Sault Ste. Marie Tribe of
Chippewa Indians

Cathy Abramson
Cathy Abramson, Secretary
Sault Ste. Marie Tribe of
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New Constitution Amendment Project

Project Plan

The Board of Directors has identified the need to update the Tribe's 1975 Constitution ("Constitution") to make improvements to the government, strengthen the Tribe's sovereignty, and protect the rights of the People.

The New Constitution Amendment Project ("Project") is designed to develop *proposed* amendments to the Constitution to be put to a vote of the People. The voters of the Tribe will make the final decision on whether to approve any amendments to the Constitution.

Constitution Committee

A new Constitution Committee ("Committee") will be selected to develop *proposed* amendments to the Constitution. No Members of the Board of Directors will serve on the new Committee.

4-Step Appointment Process

The Committee will be comprised of 29 Members of the Tribe representing diverse backgrounds and life-experiences. Committee Members will be selected using three methods:

Step #1: Board of Directors Nominations - 13 Tribal Members

Each Member of the Board of Directors may nominate 4 Tribal Members to serve as Committee Members. Nominations should include basic information on each nominee. 13 Committee Members will be selected by a neutral party based on each list of 4 candidates nominated by Board Members. Attorneys Richard Monette and Robert Lyttle will select 1 Tribal Member from each group of 4; Emphasis will be placed on selecting individuals with diverse backgrounds, locales, and life-experiences. The deadline for Board nomination of Committee Members is December 30, 2005.

Step #2: General Public Nominations - 8 Tribal Members

8 Committee Members will be selected by a neutral party from a pool of Tribal Members who have indicated their interest in serving on the Committee in response to a newspaper announcement. Basic information will be requested from each interested person. Attorneys Richard Monette and Robert Lyttle will select 8 Tribal Members from the pool of candidates; Emphasis will be placed on selecting individuals with diverse backgrounds, locales, and life-experiences. The deadline for Committee Member sign-up from the General Public is January 6, 2006.

Step #3: Constitution Convention Nominations - 8 Tribal Members

8 Committee Members will be selected by the adult Members of the Tribe voting at a Constitution Convention to be held on January 14, 2006. **(LOCATION AND DETAILS TO BE ANNOUNCED)**. The deadline for selection of Committee Members at the Constitution Convention is January 14, 2006.

Step #4: Ratification of the Constitution Committee - 29 Tribal Members

After 29 Tribal Members are selected using the three methods listed above, the Board of Directors will formally ratify and approve the appointment of the new Constitution Committee. If the Board of Directors takes no action within thirty days of the Constitution Convention, then the 29 Members selected for the new Committee will be automatically approved.

Committee Process

The Committee shall utilize simple Rules of Procedures (“Rules”) recommended by the Attorneys to conduct business. For example, the Rules include requirements for advance notice meetings, an agenda, minutes, and orderly debate. The Rules call for the Committee to reach decisions by consensus, or if necessary, by a majority vote. The Rules also require all Committee meetings to be held in public; Tribal Members will be permitted to attend Committee meetings.

The Committee shall hold public hearings on their proposals before any final recommendations are made to the Board of Directors. The Committee shall also issue periodic updates to the public and the Board of Directors on the progress of their work.

Guiding Principals

The Project is designed to let the People of the Tribe develop and vote on proposed amendments to the Constitution. The Constitution is a document for all the People and the whole Tribe. The Board of Directors has agreed to take steps to stay neutral in the Project, to try to keep “politics” out of the Project, and to allow the People to develop proposed amendments to the Constitution.

The Project is a serious matter and any changes to the Constitution could last for many years. The current Constitution has been in place for 30 years.

Approval Process

Once proposed amendments to the Constitution are developed, the Committee shall forward their recommendations to the Board of Directors. According to the current requirements contained in the 1975 Constitution, the Board of Directors must ask the BIA to hold a Special Election, called a “Secretarial Election”, for the voters to make a final decision on any proposed amendments.

Voters Have the Final Say

Any decisions reached by the Committee will not be final until approved by the voters of the Tribe in an election. The voters of the Tribe will make the final decision on any proposed amendments to the Constitution.



RESOLUTION NO: 2005-199

**CLARIFYING KEY EMPLOYEE RESOLUTION 2004-71
“APPROVAL OF KEY EMPLOYEES”**

WHEREAS, on July 6, 2004, the Board of Directors adopted Resolution 2004-71; and

WHEREAS, Resolution 2004-71 was intended to provide the Board of Directors a voice in either the selection or termination of key team members within the Tribe; and

WHEREAS, Resolution 2004-71 specifically identifies certain positions as being key team members within the Tribe for the purposes of said resolution only; and

WHEREAS, it has come to the Board of Directors' attention that Resolution 2004-71 fails to allow the Board of Directors to determine whether certain existing positions, or newly created positions, should be considered to be a key team member positions for purposes of Resolution 2004-71; and

WHEREAS, the Board of Directors determines that it is in the best interest of the Tribe that the Board of Directors shall be able to make this determination.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors has determined that the following team members are to be considered “Key Team Members:”

For the Executive Branch of the Tribe:

1. Executive Director
2. Associate Executive Director / Membership Services
 - A. ACFS Division Director
 - B. Health Division Director
 - C. Housing Division Director
 - D. Education Division Director
3. Associate Executive Director / Internal & Fiscal Services
 - A. Chief Financial Officer
 - B. Budget Officer
 - C. Purchasing Division Director
 - D. MIS Division Director
4. Human Resources Division Director
5. Communications Division Director
6. Planning and Development Director

For the Regulatory Branch of the Tribe

1. Tribal Registrar
2. Natural Resources Division Director
3. Tribal Prosecutor
4. Executive Director of the Gaming Commission
5. Chief of Law Enforcement
6. Chief Judge

For the Board of Directors

1. Executive Assistant to the Board of Directors
2. General Legal Counsel

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For the Kewadin Casinos:

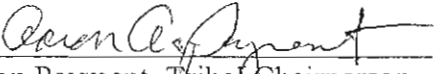
1. Chief Operating Officer
2. Chief Financial Officer
3. Vice President – Hotel Operations
4. Vice President – Marketing and Sales
5. General Manager – Sault Ste. Marie
6. General Manager - Hessel
7. General Manager - Christmas
8. General Manager – St. Ignace
9. General Manager - Manistique
10. Food and Beverage Director
11. Retail and Support Services Director

BE IT FURTHER RESOLVED, that this resolution reinforces the position of Board of Directors for the selection and termination of Key Team Members and shall have priority and take precedence over any previously enacted Resolution on the subject of Key Team Members and their selection or termination: (a) it shall take an affirmative vote of seven (7) Board of Directors members to select a Key Team Member, and (b) it shall take an affirmative vote of seven (7) Board of Directors members to terminate a Key Team Member; and

BE IT FINALLY RESOLVED, that the Board of Directors shall make a case by case determination as to whether or not a Key Team Member shall be given a contract. Only such contracts as have been approved by the Board of Directors shall be binding on the Tribe notwithstanding any other provision of law to the contrary.

CERTIFICATION

We, the undersigned, as Chairperson and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom 11 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the 6 day of December 2005; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 10 members for, 0 members against, 0 members abstaining, and that said resolution has not been rescinded or amended in any way.



Aaron Payment, Tribal Chairperson
Sault Ste. Marie Tribe of
Chippewa Indians

Cathy Abramson, Secretary
Sault Ste. Marie Tribe of
Chippewa Indians



RESOLUTION NO: 2005-200

EMPLOYEE EARLY-OUT (RETIREMENT) INCENTIVE PLAN

WHEREAS, the outline for an Employee Early-Out Incentive Plan has been presented to and reviewed by the Tribal Board of Directors on November 29, 2005 at a scheduled workshop.

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NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the attached Employee Early-Out (Retirement) Incentive Plan.

BE IT FURTHER RESOLVED, that the effected employees must commit to retire by December 31, 2005, and such commitment is on a voluntary basis.

BE IT FINALLY RESOLVED, that the Employee Early-Out (Retirement) Incentive Plan will be financed by a bank loan in January, once the written commitments are received and actual cost can be calculated.

CERTIFICATION

We, the undersigned, as Chairperson and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom 11 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the 6 day of December 2005; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 7 members for, 2 members against, 1 members abstaining, and that said resolution has not been rescinded or amended in any way.

Aaron Payment, Tribal Chairperson
Sault Ste. Marie Tribe of
Chippewa Indians

Cathy Abramson, Secretary
Sault Ste. Marie Tribe of
Chippewa Indians

**Employee Early-Out (Retirement)
Incentive Plan**

Date: December 6, 2005

PURPOSE: Plan is designed to offer those employees who qualify an incentive to leave Tribal Employment earlier than anticipated. This plan is initiated for cost savings that will result from the qualified employee taking the early-out incentive.

QUALIFICATIONS:

- 1 – Employee must have worked for a Tribal Entity for 10 years, determination is made by the Human Resource Department of the Tribe.
- 2 – Employee must be employed, by the Tribe, as of December 6, 2005.
- 3 – Employee must meet the “75” rule: This is met when the years of service (determined by Human Resources) and age of employee equals or is greater than 75.
- 4 – Those employees working under the Senior Worker Program do not qualify.
- 5 – Employee must accept, in writing, the Early-Out Incentive offer before December 31, 2005. This offer includes a waiver of right for rehire with any Tribal entity for five years.

INCENTIVE PAYMENT:

- 1 – All unused vacation time, per employee total, on December 31, 2005.
- 2 – All unused sick time, per employee total, on December 31, 2005.
- 3 – Two weeks of salary for every year of service with a Tribal Entity. (Years of Service will be determined by Human Resource Department of the Tribe).

SUMMARY:

- 1 – Plan is a one time offer and is not a policy, no offer will be made in 2006 or beyond.
- 2 – Once December 31, 2005 has passed the offer will be revoked and only those employees who have signed the agreement qualify for the payment.



RESOLUTION NO: 2005-201

**ALLOWING TRIBAL PROSECUTOR TO DESIGNATE
STAND-IN AND ASSISTANT PROSECUTORS**

WHEREAS, the Board of Directors has authorized the creation of the position of Tribal Prosecutor and has delegated to the Prosecutor the authority to represent the Tribe in court; and

WHEREAS, the Tribal Prosecutor is assisted at times by non-attorney assistants who may be needed to stand in for the Prosecutor in court; and

WHEREAS, the Tribal Prosecutor is capable of determining if and when an assistant is trained sufficiently to stand in as assistant prosecutor; and

WHEREAS, the Board of Directors has authorized, through Chapter 87 of the Tribal Code, the admission of lay advocates to represent persons before the court; and

WHEREAS, although Chapter 87 is clear as to the authority of lay advocates to represent persons, it is currently unclear as to the authority of lay advocates to represent the Tribe in court; and

WHEREAS, the Board of Directors has determined it is in the best interest of the Tribe to clarify Chapter 87 and delegate to the Tribal Prosecutor the discretion to appoint lay advocates to represent the Tribe in place of the Prosecutor on an as-needed basis.

NOW, THEREFORE, BE IT RESOLVED, that Chapter 87 of the Tribal Code is hereby amended in the manner set forth in the attached document.

BE IT FURTHER RESOLVED, section 30.337 of the Code should also be amended to read:

30.337 **Prosecutor.**

"Prosecutor" means the prosecuting attorney for the Sault Ste. Marie Tribe of Chippewa Indians or any person designated by the Prosecutor pursuant to § 87.110(1).

CERTIFICATION

We, the undersigned, as Chairperson and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom 11 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the 6 day of December 2005; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 8 members for, 2 members against, 0 members abstaining, and that said resolution has not been rescinded or amended in any way.

Aaron Payment, Tribal Chairperson
Sault Ste. Marie Tribe of
Chippewa Indians

Cathy Abramson, Secretary
Sault Ste. Marie Tribe of
Chippewa Indians

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TRIBAL CODE
CHAPTER 87:
ADMISSIONS TO PRACTICE

87.101 Purpose.

The purpose of this Chapter is to provide standards relating to the admission to practice before the Sault Ste. Marie Chippewa Tribal Court ("Court"). The Tribe has a legitimate interest in protecting prospective parties and in the quality of justice within the tribal judicial system. Consequently, this Chapter imposes requirements relative to these interests on anyone seeking to represent clients/parties in the Sault Ste. Marie Chippewa Tribal Court.

87.102 Definitions.

When used in this Chapter, unless the context otherwise indicates:

- (1) "Attorney" means an individual who is a current member of the State Bar of Michigan or some other State. The term "attorney" is synonymous with the term "lawyer."
- (2) "Court" means the Sault Ste. Marie Chippewa Tribal Court.
- (3) "Lawyer" means an individual who is a current member of the State Bar of Michigan or some other State. The term "lawyer" shall be synonymous with the term "attorney."
- (4) "Lay Advocate" means a person who is a non-lawyer and who has been qualified by the Court or designated by the Tribal Prosecutor to serve as an Advocate on behalf of a party.

87.103 Representation by Attorney.

Any party to a civil or criminal action shall have the right to be represented by an attorney of her own choice and at her own expense pursuant to the admission procedures set forth herein.

87.104 Representation by Lay Advocate.

Any party to a civil or criminal action shall have the right to be represented by a lay advocate of her own choice and at her own expense pursuant to the admission procedures set forth herein.

87.105 Right to Represent Themselves.

Nothing in this Chapter shall be construed to deprive a person of their right to represent themselves.

87.106 Standards of Conduct and Obligations for Attorneys and Lay Advocates.

Every attorney and lay advocate admitted to practice before this Court, and every attorney or lay advocate employed or appointed to represent another by this Court, shall conform her conduct in every respect to the requirements of the Code of Ethics or Code of Professional Responsibility for the State in which said lawyer is currently licensed or authorized to practice law. Further, every attorney and lay advocate, who has been admitted to practice before this Court, shall be deemed officers of the Court for purposes of their representation of a party and shall be subjected to the disciplinary and enforcement provisions of the Court.

87.107 Practice Before the Court.

A lawyer may represent any person in an action before this Court upon being duly admitted in accordance with § 87.108.

87.108 Admission Procedure.

A lawyer as defined in § 87.102(3), who desires to practice before this Court shall submit to the Court:

- (1) An Application for Admission to Practice (as provided by the Court) accompanied by a Certificate of Good Standing or other appropriate documentation from the State Bar or Supreme Court of the State in which such lawyer is duly licensed to practice law; and further, such application must be signed and dated by the lawyer applicant in the presence of a Notary Public;
- (2) A Certification that she shall conform to the Code of Ethics or Code of Professional Responsibility for the State in which said lawyer is currently licensed as she performs her duties as a lawyer before this Court;
- (3) A sworn Oath of Admission (as provided by the Court), which must be signed and dated by the lawyer applicant in the presence of a Notary Public; and
- (4) An application fee for admission as set by the Chief Judge of the Court.

87.109 Lay Advocate Practice Before Tribal Court.

A lay advocate may represent any person in an action before this Court upon being duly admitted in accordance § 87.110(1) or § 87.110(2).

87.110 Admission Procedures of Lay Advocates.

A lay advocate who desires to practice before this Court shall submit to the Court either:

- (1) A signed letter from the Tribal Prosecutor stating that the person is authorized by the prosecutor to appear on behalf of the Tribe and in the Prosecutor's stead and itemizing those limitations, if any, which the Prosecutor has placed on the person's authority; or
- (2) An application for Admission to Practice (as provided by the Court), which shall be signed and dated by the lay advocate applicant in the presence of a Notary Public; and further, said application shall provide information with regard to the following criteria for admission and/or append appropriate documentation which shows that said applicant:
 - (a) Is at least Twenty-One (21) years of age;
 - (b) Possesses at least a high school diploma or GED Certificate;
 - (c) Possesses good communication skills, both written and verbal and has the ability to express her position clearly and concisely;
 - (d) Has legal or law-related education and/or training;
 - (e) Has legal or law-related work experience including but not limited to experience and practice before Tribal Courts;
 - (f) Knows and understands tribal traditions and customs;
 - (g) Has the knowledge and understanding of the Tribal Constitution, Tribal Code, Tribal Court Rules and Procedures, Evidentiary Rules, and the Indian Civil Rights Act;
 - (h) Knows and understands Tribal Court jurisdiction and the history, structure and function of the Tribal Court;
 - (i) Has the ability to perform legal research and use the law library;

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(j) Possesses good character and moral fitness to represent clients, including supporting affidavits from at least two people familiar with the applicant's integrity, honesty, moral character, judgment, courtesy and self-reliance as well as providing background information and permission to contact other references in the Court's discretion;

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(k) Certification that she shall conform to the Code of Ethics or Code of Professional Responsibility for the State in which said Lay Advocate may be currently licensed as she performs her duties as a Lay Advocate before this Court;

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(l) A sworn Oath of Admission (as provided by the Court), which must be signed and dated by the lay advocate applicant in the presence of a Notary Public; and

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(m) An application fee for admission in the amount set by the Chief Judge of the Court.

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87.111 Approval or Disapproval of Application for Admission to Practice.

(1) Upon the filing of the required documents and fee pursuant to § 87.110(2), the Court shall approve the Application for Admission to Practice provided said lawyer or lay advocate has complied with the admission procedures set forth above. If so approved, the lawyer's name shall be entered on the roster of lawyers admitted to practice before this Court and the lay advocate's name shall be entered on the roster of lay advocates admitted to practice before this Court. Each shall be provided with a Certificate of Admission to Practice from this Court.

(2) An applicant for Admission to Practice shall respond to any additional requests for information or documentation from this Court within twenty (20) days of the date of said request.

(3) An applicant who was denied Admission to Practice shall receive written notice of the basis for the denial and the applicant may then submit a response within twenty (20) days of the date of said notice. The Court will then review the application materials, the basis for denial, and the applicant's response, and then notify the applicant in writing of the subsequent decision. Also, in the Court's discretion, a hearing may be held to elicit testimony bearing on the basis for the denial prior to making such decision. There is no further appeal in the Admission Procedure.

(4) A disapproval for Admission to Practice may include, but are not limited to, the following:

(a) Failure to meet the Admission requirements set forth herein;

(b) Refusal to furnish available information or answer questions relating to the applicant's qualifications for Admission to Practice;

(c) Knowingly making a false statement of a material fact or failure to disclose a fact necessary to correct a misapprehension or misrepresentation in connection with her application; or

(d) Is the subject of disciplinary action as an attorney in the jurisdiction for the State in which the attorney is so licensed.

87.112 Annual Renewal to Practice of Lawyer.

Once admitted to practice before this Court, a lawyer may continue to practice before the Court each year thereafter provided said lawyer certifies that she continues to be a lawyer in good standing from her respective State Bar and submits an annual membership fee as set by the chief Judge of the Court.

87.113 Annual Renewal to Practice of Lay Advocate.

Once admitted to practice before this Court, a lay advocate may continue to practice before the Court each year thereafter provided either:

(a) The Tribal Prosecutor re-appoints the person as lay advocate for a subsequent period of one year in accordance with the procedures laid out in Section 87.110(1); or

(b) Said lay advocate certifies she continues to meet the criteria for admissions set forth in Section 87.102(2) and submits an annual membership fee as set by the chief Judge.

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ADDITIONAL NEEDED CHANGES

30.337 **Prosecutor.**

"Prosecutor" means the prosecuting attorney for the Sault Ste. Marie Tribe of Chippewa Indians or any person designated by the Prosecutor pursuant to § 87.110(1).

30.401 **Tribal Court Personnel.**

- (1) The judge of the Tribal Court shall have the authority and duties as set forth in this Chapter, in Tribal Code Chapter 36 and Chapter 80, and that authority inherent in the position of tribal judge.
- (2) The Prosecutor shall represent the Tribe in all proceedings under this Chapter.
- (3) The Tribal Court Clerk shall be responsible for maintaining all child welfare records of the Tribal Court. Child welfare records shall be kept separate from other court records.



RESOLUTION NO: 2005-202

**SUBMISSION TO POPULAR REFERENDUM:
ELIGIBILITY TO RUN FOR OFFICE**

WHEREAS, the Sault Ste. Marie Tribe of Chippewa Indians is a federally recognized Indian Tribe organized under the Indian Reorganization Act of 1934, 25 U.S.C. 467 et seq; and

WHEREAS, the Tribal Constitution and Bylaws delegates certain lawful authority to officers of the Tribe and designates other responsibilities to members of the Board of Directors; and

WHEREAS, it is inherent in the position of the Chairperson and Director that each owes certain fiduciary responsibilities to the Tribe, including duties of care and loyalty; and

WHEREAS, the Tribe is currently engaged in litigation where the Tribe alleges that the defendants, including former Chairperson Bouschor and Director Shagen, committed fraud, breached fiduciary duties, and wrongfully converted payments in excess of \$2.6 Million from the Tribe (the "Litigation"); and

WHEREAS, during the course of the Litigation, in an opinion dated August 11, 2005, the court has ruled that former Chairperson Bouschor did not have the lawful authority to transfer the payments to the recipients, including Director Shagen; and

WHEREAS, it is a crime, pursuant to Tribal Code Chapter 71: Criminal Offenses, Section 71.808, to knowingly convert for his use, or the use of another, any of the moneys or funds belonging to any tribal organization, or to receive or retain any such moneys or funds; and

WHEREAS, it is also a crime, pursuant to Tribal Code Chapter 71: Criminal Offenses, Section 71.1002 to obtain money from another by intentional misrepresentation or deceit; and

WHEREAS, pursuant to Tribal Code Section 12.105(b) the Board of Directors may submit any proposed ordinance or resolution by resolution adopted by an affirmative vote of a majority of the Board; and

WHEREAS, the Board of Directors desires to submit directly to popular referendum the question of eligibility for any of the defendants in the Litigation to run for office in any tribal election until the Litigation has been finally resolved.

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**Economic
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Res. No: 2005-202

Page 2

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors submits the following referendum question for a proposed amendment to Tribal Code Section 10.109 Candidates for Election:

“DO YOU APPROVE OR DISAPPROVE OF THE FOLLOWING NEW SUBSECTION TO BE ADDED TO TRIBAL CODE SECTION 10.109 CANDIDATES FOR ELECTION:

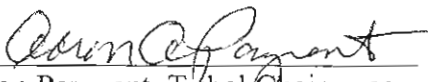
No individual may run for election to office who is currently a Defendant in Chippewa County Circuit Court Case No: 04-7606-CC, in which the Tribe is pursuing civil litigation against the Defendants, including claims involving fraud, breach of lawful authority, breach of fiduciary duties owed to the Tribe, and conversion of over \$2.6 Million, until such litigation has been finally resolved.

_____ APPROVE

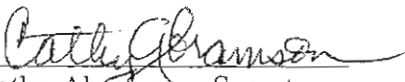
_____ DISAPPROVE

CERTIFICATION

We, the undersigned, as Chairperson and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom 11 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the 6 day of December, 2005; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 6 members for, 5 members against, 0 members abstaining and that said resolution has not been rescinded or amended in any way.



Aaron Payment, Tribal Chairperson
Sault Ste. Marie Tribe of
Chippewa Indians



Cathy Abramson, Secretary
Sault Ste. Marie Tribe of
Chippewa Indians



RESOLUTION NO: 2005-263

AMENDING SICK LEAVE POLICIES

WHEREAS, the Sault Ste. Marie Tribe of Chippewa Indians is a federally recognized Indian Tribe organized under the Indian Reorganization Act of 1934, 25 U.S.C. 467 et seq; and

WHEREAS, the Board of Directors has previously approved employment policies for governmental, EDC, (enterprise) and casino team members regarding sick leave.

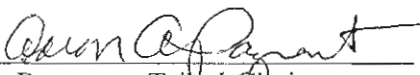
NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors enacts the proposed revision to the Governmental sick leave policy as attached.

BE IT FURTHER RESOLVED, that the Board of Directors enacts the proposed revision to the Casino sick leave policy as attached.

BE IT STILL FURTHER RESOLVED, that the Board of Directors enacts the proposed revision to the EDC (Enterprise) sick leave policy as attached.

CERTIFICATION

We, the undersigned, as Chairperson and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom 11 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the 6 day of December 2005; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 10 members for, 0 members against, 0 members abstaining, and that said resolution has not been rescinded or amended in any way.



Aaron Payment, Tribal Chairperson
Sault Ste. Marie Tribe of
Chippewa Indians

Cathy Abramson, Secretary
Sault Ste. Marie Tribe of
Chippewa Indians

Min Waban Dan

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SICK LEAVE POLICY

Sick leave is designed to provide income protection for team members who, for medical reasons, are temporarily absent from work for limited periods. This policy does not govern unpaid family and medical leave. Sick leave can be used for optical, dental, and medical appointments. Sick leave usage may also be used when someone in your care is ill, such as your immediate family. This is left to the discretion of your department manager. Requests to use sick leave for appointments must be made in advance. Sick leave will not be automatically approved and is subject to management approval.

When requesting sick leave, you should follow-up with your supervisor by filling out a sick leave form for compensation purposes. If you are unable to complete a sick leave form, because of extenuating circumstances, your supervisor will complete the form and process the sick usage hours for you.

When you are hired into a new home company, you will be credited for any years of service that you have worked for the Tribal Governmental Operations, EDC and/or Kewadin Casinos- Hotel and Convention Center for the purpose of the years of service recognition program. You will not be allowed to carry over any unused sick time without prior approval from the company that you are leaving as well as the company that you are going to. Should either company determine that carrying over sick time is not feasible, then you will not be allowed to do so. Please contact the Human Resources Department for details in regards to this policy.

Unused sick leave hours will **not** be paid out at the termination of your employment.

A. Amount of Benefit.

1. Full-time team members accrue up to four (4) days per year based on a 2080-hour work year.
2. If you are a regular part-time team member, you are entitled to a proportionate sick leave allowance, based on hours worked.
3. Seasonal and temporary team members are not eligible for this benefit.

B. Eligibility.

1. A team member is first eligible for the benefit upon completion of 90 calendar days of employment.
2. When a team member brings in a medical certification either on his/her own behalf or at management's request, the supervisor may approve the sick leave, if sick time is available.
3. If the team member qualifies for FMLA, the supervisor should call Human Resources (see Family and Medical Leave Act section).

C. Conversion to Vacation Leave.

1. On the second anniversary of employment and thereafter, a team member may elect to convert accumulated sick leave to vacation leave at a ratio of 2:1, up to a maximum of 7 sick leave days for 3.5 vacation days. This election must be made on the team member's vacation accrual anniversary date.
2. Such a conversion cannot exceed the maximum accumulation of vacation leave allowed.
3. Check with Human Resources Department concerning the minimum amount of sick leave needed before you can trade for vacation time. Prior approval is required from your supervisor.

D. Donating or transferring Sick Time.

Because team members have expressed a desire to help other team members who are having a health crisis, the company will allow team members to donate or transfer sick time to a leave bank, the bank will be maintained for the use of team members throughout all Tribal operations, including casino, governmental and enterprise, in need of such resources. A team member may also donate or transfer up to 24 hours per calendar year to the leave bank during each year of his/her employment starting with the second year of employment.

Team members can donate sick leave hours to the leave bank to be used by any team member within all Tribal operations, in need of such resources or to a specific team member who is in need of such resources. If the donation is for a specific team member then the donation can occur at the time of the need or for the team member to use within the foreseeable future. Sick leave donations are limited to 24 hours per team member per occurrence. The team member wishing to donate sick leave hours must maintain 20 hours of sick leave hours after the donation has been completed.

Team members may also elect to convert vacation time to sick time in order to donate sick time to an individual. The conversion will occur on a 1:1 basis. This conversion can only occur when a team member wishes to donate to a specific individual. This conversion can not occur to donate sick leave hours to the leave bank, unless the team member wishes to avoid forfeiting vacation hours in excess of the 240 hour maximum or vacation time that he/she would have normally forfeited due to not using 50% of what he/she accrued during the calendar year. This conversion can occur at the end of each calendar year.

In order for the donation of sick time to occur it must have approval from both the donating and accepting team members' supervisors.

E. Accepting Sick Leave Donations

A team member may accept sick leave donations if the following criteria is met:

1. The request must be submitted in writing.
2. This transaction is only available for individuals who are on an approved medical or FMLA leave. The recipient must have exhausted all of his/her accrued sick time.
3. A team member can receive a maximum of 160 sick leave hours from the leave bank per year. However, team members can receive additional sick leave donations when the donation is specifically designated for that individual.
4. A team member is not eligible to receive sick leave donations, if he/she is not eligible to use sick leave.
5. The team member must have supervisor approval to accept sick leave donations.

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When requesting sick leave, you should follow-up with your supervisor by filling out a sick leave form for compensation purposes. If you are unable to complete a sick leave form, because of extenuating circumstances, your supervisor will complete the form and process the sick usage hours for you.

When you are hired into a new home company, you will be credited for any years of service that you have worked for the Tribal Governmental Operations, EDC and/or Kewadin Casinos- Hotel and Convention Center for the purpose of the years of service recognition program. You will not be allowed to carry over any unused sick time without prior approval from the company that you are leaving as well as the company that you are going to. Should either company determine that carrying over sick time is not feasible, then you will not be allowed to do so. Please contact the Human Resources Department for details in regards to this policy.

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Because team members have expressed a desire to help other team members who are having a health crisis, the company will allow team members to donate or transfer sick time to a leave bank, the bank will be maintained for the use of team members throughout all Tribal operations, including casino, governmental and enterprise, ~~within the same home company,~~ in need of such resources. A team member may also donate or transfer up to 24 hours per calendar year to the leave bank during each year of his/her employment starting with the second year of employment.

Team members can donate sick leave hours to the leave bank to be used by any team member within ~~all Tribal operations the same home company,~~ in need of such resources or to a specific team member who is in need of such resources. If the donation is for a specific team member then the donation can occur at the time of the need or for the team member to use within the foreseeable future. Sick leave donations are limited to 24 hours per team member per occurrence. The team member wishing to donate sick leave hours must maintain 20 hours of sick leave hours after the donation has been completed.

Team members may also elect to convert vacation time to sick time in order to donate sick time to an individual. The conversion will occur on a 1:1 basis. This conversion can only occur when a team member wishes to donate to a specific individual. This conversion can not occur to donate sick leave hours to the leave bank, unless the team member wishes to avoid forfeiting vacation hours in excess of the 240 hour maximum or vacation time that he/she would have normally forfeited due to not using 50% of what he/she accrued during the calendar year. This conversion can occur at the end of each calendar year.

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3. A team member can receive a maximum of 160 sick leave hours from the leave bank per year. However, team members can receive additional sick leave donations when the donation is specifically designated for that individual.
4. A team member is not eligible to receive sick leave donations ~~from the leave bank~~, if he/she is not eligible to use sick leave.
5. The team member must have supervisor approval to accept sick leave donations.

VACATION POLICY

Vacation benefits are provided so that you may enjoy rest and relaxation away from work. The company strongly encourages you to use all time to which you are entitled to for each benefit year. The following is a list of vacation accrual rates (based on a 2080 hour work year):

ADMINISTRATIVE

After (1) year of service 15 vacation days (3 weeks)
After (5) years of service 20 vacation days (4 weeks)
After (10) years of service 25 vacation days (5 weeks)
After (15) years of service 30 vacation days (6 weeks)

NON-ADMINISTRATIVE

After (1) year of service 10 vacation days (2 weeks)
After (5) years of service 15 vacation days (3 weeks)
After (10) years of service 20 vacation days (4 weeks)
After (15) years of service 25 vacation days (5 weeks)

- You must be classified as a regular full-time or part time team member and completed one year of continuous employment to be eligible to take vacation time. A regular part time team member is eligible to accrue a portion of vacation time based on the number of hours the part time team member works.
- Your supervisor has the authority to approve or deny your vacation time based on your job performance and anticipated work loads, etc. The fact that you have accumulated vacation time does not mean that the vacation time is to be taken at your discretion.
- Non-exempt team member's vacation time must be requested and approved in advance by your immediate supervisor. Any vacation days taken without approval will result in loss of pay and disciplinary action.
- Non-exempt team member's requests for vacation must be in writing and must be put on a vacation request form. Non-exempt team members must submit the request form to their supervisor for approval. Non-exempt team members may keep a copy of the form for their own records. Failure to put the request in writing will result in time off without pay for the hours missed.
- One vacation day requires that you give your supervisor at least 24 hours notice of your intent to take vacation time; two days require a weeks notice; longer requires a minimum of a two-week notice. This notice requirement is up to the discretion of the department manager.

- You may request time off without pay at the time that you are requesting vacation days if you do not have enough vacation time to cover your absence. Check with your immediate supervisor for consideration and approval.
- If a Casino holiday falls during your vacation, the holiday will not be counted as vacation taken.
- Up to 45 days of unused vacation entitlement will be paid to team members upon separation provided they have completed at least 1 year of continuous service. The vacation pay out will be computed based on the pay rate earned at the time of separation.
- After one year of continuous employment team members are required to use at least 50% of the vacation time earned in each calendar year. Failure to use at least 50% of the vacation time earned in each calendar year will result in the forfeiture of the difference between the amount that should have been taken and the amount that was actually taken. For the purposes of this policy a calendar year is based on check dates. Example: vacation accrual was 100 hours, vacation that should have been taken during the year was 50 hours and the actual vacation hours taken was 40 hours. This results in the forfeiture of 10 vacation hours. Please note that a team member can request to convert vacation time that he/she would have normally forfeited to sick time in order to donate the time to the sick leave bank as identified in the sick leave policy.
- You will be allowed to carry forward a maximum of 30 days (240 hours) of accrued vacation hours into the next calendar year. Starting in December of 2006, any hours remaining over the 30-day maximum will be forfeited at the end of the calendar year. Please note that a team member can request to convert excess vacation time to sick time in order to donate to the sick leave bank as identified in the sick leave policy.
- For non-exempt team members, vacation time must be used when serving on a board or committee where an honorarium or stipend is paid and you are attending during working hours. If you do not receive any payment for service, then you can attend at your supervisor's discretion.
- When you are hired into a new home company, you will be credited for any years of service that you have worked for the Tribal Governmental Operations, EDC and/or Kewadin Casinos- Hotel and Convention Center for the purpose of the years of service recognition program. However, your date in position and vacation accrual date will be changed to reflect your new date in position in the new home company. The only exception to this rule is when you transfer to another entity that has the exact same accrual rate as the entity that you are leaving. In this case, you would be allowed to retain your date in position and vacation accrual date from the position that you transferred from. Please contact the Human Resources Department for details in regards to this policy.

VACATION POLICY

Vacation benefits are provided so that you may enjoy rest and relaxation away from work. The company strongly encourages you to use all time to which you are entitled to for each benefit year. The following is a list of vacation accrual rates (based on a 2080 hour work year):

ADMINISTRATIVE

After (1) year of service 15 vacation days (3 weeks)
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NON-ADMINISTRATIVE

After (1) year of service 10 vacation days (2 weeks)
After (5) years of service 15 vacation days (3 weeks)
After (10) years of service 20 vacation days (4 weeks)
After (15) years of service 25 vacation days (5 weeks)

- You must be classified as a regular full-time or part time team member and completed one year of continuous employment to be eligible to take vacation time. A regular part time team member is eligible to accrue a portion of vacation time based on the number of hours the part time team member works.
- Your supervisor has the authority to approve or deny your vacation time based on your job performance and anticipated work loads, etc. The fact that you have accumulated vacation time does not mean that the vacation time is to be taken at your discretion.
- Non-exempt team member's vacation time must be requested and approved in advance by your immediate supervisor. Any vacation days taken without approval will result in loss of pay and disciplinary action.
- Non-exempt team member's requests for vacation must be in writing and must be put on a vacation request form. Non-exempt team members must submit the request form to their supervisor for approval. Non-exempt team members may keep a copy of the form for their own records. Failure to put the request in writing will result in time off without pay for the hours missed.
- One vacation day requires that you give your supervisor at least 24 hours notice of your intent to take vacation time; two days require a weeks notice; longer requires a minimum of a two-week notice. This notice requirement is up to the discretion of the department manager.

- You may request time off without pay at the time that you are requesting vacation days if you do not have enough vacation time to cover your absence. Check with your immediate supervisor for consideration and approval.
- If a Casino holiday falls during your vacation, the holiday will not be counted as vacation taken.
- Up to 45 days of unused vacation entitlement will be paid to team members upon separation provided they have completed at least 1 year of continuous service. The vacation pay out will be computed based on the pay rate earned at the time of separation.
- After one year of continuous employment team members are required to use at least 50% of the vacation time earned in each calendar year. Failure to use at least 50% of the vacation time earned in each calendar year will result in the forfeiture of the difference between the amount that should have been taken and the amount that was actually taken. For the purposes of this policy a calendar year is based on check dates. Example: vacation accrual was 100 hours, vacation that should have been taken during the year was 50 hours and the actual vacation hours taken was 40 hours. This results in the forfeiture of 10 vacation hours. Please note that a team member can request to convert vacation time that he/she would have normally forfeited to sick time in order to donate the time to the sick leave bank as identified in the sick leave policy.
- You will be allowed to carry forward a maximum of 30 days (240 hours) of accrued vacation hours into the next calendar year. Starting in December of 2006, any hours remaining over the 30-day maximum will be forfeited at the end of the calendar year. Please note that a team member can request to convert excess vacation time to sick time in order to donate to the sick leave bank as identified in the sick leave policy.
- For non-exempt team members, vacation time must be used when serving on a board or committee where an honorarium or stipend is paid and you are attending during working hours. If you do not receive any payment for service, then you can attend at your supervisor's discretion.
- When you are hired into a new home company, you will be credited for any years of service that you have worked for the Tribal Governmental Operations, EDC and/or Kewadin Casinos- Hotel and Convention Center for the purpose of the years of service recognition program. However, your date in position and vacation accrual date will be changed to reflect your new date in position in the new home company. The only exception to this rule is when you transfer to another entity that has the exact same accrual rate as the entity that you are leaving. In this case, you would be allowed to retain your date in position and vacation accrual date from the position that you transferred from. Please contact the Human Resources Department for details in regards to this policy.

SICK LEAVE POLICY

Sick leave is designed to provide income protection for team members who, for medical reasons, are temporarily absent from work for limited periods. This policy does not govern unpaid family and medical leave (See Family and Medical Leave Act Section). Sick leave can be used for optical, dental, and medical appointments. Sick leave usage may also be used when someone in your care is ill, such as your immediate family. This is left to the discretion of your department manager. Requests to use sick leave for appointments must be made in advance. Sick leave will not be automatically approved and is subject to management approval. The availability of sick leave may vary from enterprise to enterprise, please refer to your appropriate handbook supplement, your supervisor or the Human Resource Department to determine what sick leave benefits are available to you. If you are eligible for sick leave, please refer to the guidelines listed below.

When requesting sick leave, you should follow-up with your supervisor by filling out a sick leave form for compensation purposes. If you are unable to complete a sick leave form, because of extenuating circumstances, your supervisor will complete the form and process the sick usage hours for you.

When you are hired into a new home company, you will be credited for any years of service that you have worked for the Tribal Governmental Operations, EDC and/or Kewadin Casinos- Hotel and Convention Center for the purpose of the years of service recognition program. However, you will not be allowed to carry over any unused sick time without prior approval from the company that you are leaving as well as the company that you are going to. Should either company determine that carrying over sick time is not feasible, then you will not be allowed to do so. Please contact the Human Resources Department for details in regards to this policy.

Unused sick leave hours will **not** be paid out at the termination of your employment.

A. Amount of Benefit.

The amount of sick leave varies from enterprise to enterprise, please refer to the appropriate handbook supplement, your supervisor or the Human Resource Department to determine what sick leave benefits are available to you.

B. Eligibility.

Eligibility for sick leave varies from enterprise to enterprise, please refer to the appropriate handbook supplement, your supervisor or the Human Resource Department to determine what sick leave benefits are available to you.

C. Donating or transferring Sick Time.

Because team members have expressed a desire to help other team members who are having a health crisis, the company will allow team members to donate or transfer sick time to a leave bank, the bank will be maintained for the use of team members throughout all Tribal operations, including casino, governmental and enterprise, in need of such resources. A team member may also donate or transfer up to 80 hours per calendar year to the leave bank during each year of his/her employment starting with the second year of employment.

Team members can donate sick leave hours to the leave bank to be used by any team member within all Tribal operations, in need of such resources or to a specific team member who is in need of such resources. If the donation is for a specific team member then the donation can occur at the time of the need or for the team member to use within the foreseeable future. Sick leave donations are governed by the sick leave accrual rate. Please contact Human Resources in order to determine the maximum amount of sick leave hours that you can donate.

Team members may also elect to convert vacation time to sick time in order to donate sick time to an individual. The conversion will occur on a 1:1 basis. This conversion can only occur when a team member wishes to donate to a specific individual. This conversion can not occur to donate sick leave hours to the leave bank.

In order for the donation of sick time to occur it must have approval from both the donating and accepting team members' supervisors.

D. Accepting Sick Leave Donations

A team member may accept sick leave donations if the following criteria is met:

1. The request must be submitted in writing.
2. This transaction is only available for individuals who are on an approved medical or FMLA leave. The recipient must have exhausted all of his/her accrued sick time.
3. A team member can receive a maximum of 160 sick leave hours from the leave bank per year. However, team members can receive additional sick leave donations when the donation is specifically designated for that individual.

4. A team member is not eligible to receive sick leave donations, if he/she is not eligible to use sick leave.
5. The team member must have supervisor approval to accept sick leave donations.

BW3

SICK LEAVE POLICY

Sick leave is designed to provide income protection for team members who, for medical reasons, are temporarily absent from work for limited periods. This policy does not govern unpaid family and medical leave (See Family and Medical Leave Act Section). Sick leave can be used for optical, dental, and medical appointments. Sick leave usage may also be used when someone in your care is ill, such as your immediate family. This is left to the discretion of your department manager. Requests to use sick leave for appointments must be made in advance. Sick leave will not be automatically approved and is subject to management approval. The availability of sick leave may vary from enterprise to enterprise, please refer to your appropriate handbook supplement, your supervisor or the Human Resource Department to determine what sick leave benefits are available to you. If you are eligible for sick leave, please refer to the guidelines listed below.

When requesting sick leave, you should follow-up with your supervisor by filling out a sick leave form for compensation purposes. If you are unable to complete a sick leave form, because of extenuating circumstances, your supervisor will complete the form and process the sick usage hours for you.

When you are hired into a new home company, you will be credited for any years of service that you have worked for the Tribal Governmental Operations, EDC and/or Kewadin Casinos- Hotel and Convention Center for the purpose of the years of service recognition program. However, you will not be allowed to carry over any unused sick time without prior approval from the company that you are leaving as well as the company that you are going to. Should either company determine that carrying over sick time is not feasible, then you will not be allowed to do so. Please contact the Human Resources Department for details in regards to this policy.

Unused sick leave hours will **not** be paid out at the termination of your employment.

A. Amount of Benefit.

The amount of sick leave varies from enterprise to enterprise, please refer to the appropriate handbook supplement, your supervisor or the Human Resource Department to determine what sick leave benefits are available to you.

B. Eligibility.

Eligibility for sick leave varies from enterprise to enterprise, please refer to the appropriate handbook supplement, your supervisor or the Human Resource Department to determine what sick leave benefits are available to you.

C. Donating or transferring Sick Time.

Because team members have expressed a desire to help other team members who are having a health crisis, the company will allow team members to donate or transfer sick time to a leave bank, the bank will be maintained for the use of team members throughout all Tribal operations, including casino, governmental and enterprise, within the Tribal Enterprises, in need of such resources. A team member may also donate or transfer up to 80 hours per calendar year to the leave bank during each year of his/her employment starting with the second year of employment.

Team members can donate sick leave hours to the leave bank to be used by any team member within all Tribal operations the Tribal Enterprises, in need of such resources or to a specific team member who is in need of such resources. If the donation is for a specific team member then the donation can occur at the time of the need or for the team member to use within the foreseeable future. Sick leave donations are governed by the sick leave accrual rate. Please contact Human Resources in order to determine the maximum amount of sick leave hours that you can donate.

Team members may also elect to convert vacation time to sick time in order to donate sick time to an individual. The conversion will occur on a 1:1 basis. This conversion can only occur when a team member wishes to donate to a specific individual. This conversion can not occur to donate sick leave hours to the leave bank.

In order for the donation of sick time to occur it must have approval from both the donating and accepting team members' supervisors.

D. Accepting Sick Leave Donations

A team member may accept sick leave donations if the following criteria is met:

1. The request must be submitted in writing.
2. This transaction is only available for individuals who are on an approved medical or FMLA leave. The recipient must have exhausted all of his/her accrued sick time.
3. A team member can receive a maximum of 160 sick leave hours from the leave bank per year. However, team members can receive additional sick leave donations when the donation is specifically designated for that individual.

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4. A team member is not eligible to receive sick leave donations ~~from the leave bank sick hours~~, if he/she is not eligible to use sick leave.
5. The team member must have supervisor approval to accept sick leave donations.

BW3

SICK LEAVE POLICY

PURPOSE

Sick leave is designed to provide income protection for team members who, for medical reasons, are temporarily absent from work for limited periods. This policy does not govern unpaid family and medical leave (See Family and Medical Leave Act section). This policy does **not** apply to Sault Tribe Construction and Housing field workers. Please see the Leave Pay Policy to determine what benefits you are eligible for, if you are a field worker. Sick leave can be used for optical, dental, and medical appointments. Sick leave usage may also be used when someone in your care is ill, such as your immediate family. This is left to the discretion of your department manager. Requests to use sick leave for appointments must be made in advance. Sick leave will not be automatically approved and is subject to management approval.

When requesting sick leave, you should follow-up with your supervisor by filling out a sick leave form for compensation purposes. If you are unable to complete a sick leave form, because of extenuating circumstances, your supervisor will complete the form and process the sick usage hours for you.

Unused sick leave hours will **not** be paid out at the termination of your employment.

A. Amount of Benefit.

1. If applicable, full time team members accrue sick leave at a rate that is designated to the entity in which you work. Accrual rates are based on a 2080-hour work year.
2. If you are a regular part-time team member, you are entitled to a proportionate sick leave allowance, based on hours worked.

B. Eligibility.

1. A team member is first eligible for the benefit upon hire.
2. When a team member brings in a medical certification, the supervisor may approve the sick leave, if sick time is available.
3. If the team member qualifies for FMLA, the supervisor should call Human Resources.

C. Conversion to Vacation Leave.

1. On the second anniversary of employment and thereafter, a team member may elect to convert accumulated sick leave to vacation leave at a ratio of 2:1, up to a maximum of ten vacation days for 20 sick leave days. This election must be made on the team member's vacation accrual anniversary date.

2. Such a conversion cannot exceed the maximum accumulation of vacation leave allowed.
3. Check with Human Resources Department concerning the minimum amount of sick leave needed before you can trade for vacation time. Prior approval is required from your supervisor.

D. Donating or transferring Sick Time.

Because team members have expressed a desire to help other team members who are having a health crisis, the company will allow team members to donate or transfer sick time to a leave bank, the bank will be maintained for the use of team members throughout all Tribal operations, including casino, governmental and enterprise, in need of such resources. A team member may also donate or transfer up to 80 hours per calendar year to the leave bank during each year of his/her employment starting with the second year of employment.

Team members can donate sick leave hours to the leave bank to be used by any team member within all Tribal operations, in need of such resources or to a specific team member who is in need of such resources. If the donation is for a specific team member then the donation can occur at the time of the need or for the team member to use within the foreseeable future. Sick leave donations are limited to 80 hours per team member per occurrence. The team member wishing to donate sick leave hours must maintain 80 hours of sick leave hours after the donation has been completed.

Team members may also elect to convert vacation time to sick time in order to donate sick time to an individual. The conversion will occur on a 1:1 basis. This conversion can only occur when a team member wishes to donate to a specific individual. This conversion can not occur to donate sick leave hours to the leave bank unless the team member wishes to avoid forfeiting vacation hours in excess of the 240 hour maximum or vacation time that he/she would have normally forfeited due to not using 50% of what he/she accrued during the calendar year. This conversion can occur at the end of each calendar year.

In order for the donation of sick time to occur it must have approval from both the donating and accepting team members' supervisors.

E. Accepting Sick Leave Donations

A team member may accept sick leave donations if the following criteria is met:

1. The request must be submitted in writing.
2. This transaction is only available for individuals who are on an approved medical or FMLA leave. The recipient must have exhausted all of his/her accrued sick time.

3. A team member can receive a maximum of 160 sick leave hours from the leave bank per year. However, team members can receive additional sick leave donations when the donation is specifically designated for that individual.
4. A team member is not eligible to receive sick leave donations, if he/she is not eligible to use sick leave.
5. The team member must have supervisor approval to accept sick leave donations.

BY3

SICK LEAVE POLICY

PURPOSE

Sick leave is designed to provide income protection for team members who, for medical reasons, are temporarily absent from work for limited periods. This policy does not govern unpaid family and medical leave (See Family and Medical Leave Act section). This policy does **not** apply to Sault Tribe Construction and Housing field workers. Please see the Leave Pay Policy to determine what benefits you are eligible for, if you are a field worker. Sick leave can be used for optical, dental, and medical appointments. Sick leave usage may also be used when someone in your care is ill, such as your immediate family. This is left to the discretion of your department manager. Requests to use sick leave for appointments must be made in advance. Sick leave will not be automatically approved and is subject to management approval.

When requesting sick leave, you should follow-up with your supervisor by filling out a sick leave form for compensation purposes. If you are unable to complete a sick leave form, because of extenuating circumstances, your supervisor will complete the form and process the sick usage hours for you.

Unused sick leave hours will **not** be paid out at the termination of your employment.

A. Amount of Benefit.

1. If applicable, full time team members accrue sick leave at a rate that is designated to the entity in which you work. Accrual rates are based on a 2080-hour work year.
2. If you are a regular part-time team member, you are entitled to a proportionate sick leave allowance, based on hours worked.

B. Eligibility.

1. A team member is first eligible for the benefit upon hire.
2. When a team member brings in a medical certification, the supervisor may approve the sick leave, if sick time is available.
3. If the team member qualifies for FMLA, the supervisor should call Human Resources.

C. Conversion to Vacation Leave.

1. On the second anniversary of employment and thereafter, a team member may elect to convert accumulated sick leave to vacation leave at a ratio of 2:1, up to a maximum of ten vacation days for 20 sick leave days. This election must be made on the team member's vacation accrual anniversary date.

2. Such a conversion cannot exceed the maximum accumulation of vacation leave allowed.
3. Check with Human Resources Department concerning the minimum amount of sick leave needed before you can trade for vacation time. Prior approval is required from your supervisor.

D. Donating or transferring Sick Time.

Because team members have expressed a desire to help other team members who are having a health crisis, the company will allow team members to donate or transfer sick time to a leave bank, the bank will be maintained for the use of team members throughout all Tribal operations, including casino, governmental and enterprise, within the same home company in need of such resources. A team member may also donate or transfer up to 80 hours per calendar year to the leave bank during each year of his/her employment starting with the second year of employment.

Team members can donate sick leave hours to the leave bank to be used by any team member within all Tribal operations the same home company, in need of such resources or to a specific team member who is in need of such resources. If the donation is for a specific team member then the donation can occur at the time of the need or for the team member to use within the foreseeable future. Sick leave donations are limited to 80 hours per team member per occurrence. The team member wishing to donate sick leave hours must maintain 80 hours of sick leave hours after the donation has been completed.

Team members may also elect to convert vacation time to sick time in order to donate sick time to an individual. The conversion will occur on a 1:1 basis. This conversion can only occur when a team member wishes to donate to a specific individual. This conversion can not occur to donate sick leave hours to the leave bank unless the team member wishes to avoid forfeiting vacation hours in excess of the 240 hour maximum or vacation time that he/she would have normally forfeited due to not using 50% of what he/she accrued during the calendar year. This conversion can occur at the end of each calendar year.

In order for the donation of sick time to occur it must have approval from both the donating and accepting team members' supervisors.

E. Accepting Sick Leave Donations

A team member may accept sick leave donations if the following criteria is met:

1. The request must be submitted in writing.
2. This transaction is only available for individuals who are on an approved medical or FMLA leave. The recipient must have exhausted all of his/her accrued sick time.

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3. A team member can receive a maximum of 160 sick leave hours from the leave bank per year. However, team members can receive additional sick leave donations when the donation is specifically designated for that individual.
4. A team member is not eligible to receive sick leave donations ~~from the leave bank sick hours~~, if he/she is not eligible to use sick leave.
5. The team member must have supervisor approval to accept sick leave donations.



RESOLUTION NO: 2005-204

AMENDING VACATION POLICIES

Min Waban Dan

**Administrative
Office**

523 Ashmun Street

Sault Ste. Marie

Michigan

49783

Phone

906.635.6050

Fax

906.635.4969

**Government
Services**

**Membership
Services**

**Economic
Development
Commission**

WHEREAS, the Sault Ste. Marie Tribe of Chippewa Indians is a federally recognized Indian Tribe organized under the Indian Reorganization Act of 1934, 25 U.S.C. 467 et seq; and

WHEREAS, the Board of Directors has previously approved employment policies for governmental and casino team members regarding vacation time.

NOW, THEREFORE BE IT RESOLVED, that the Board of Directors enacts the proposed revision to the governmental vacation policy as attached.

BE IT FURTHER RESOLVED, that the Board of Directors enacts the proposed revision to the casino vacation policy as attached.

CERTIFICATION

We, the undersigned, as Chairperson and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom 11 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the 6 day of December 2005; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 10 members for, 0 members against, 0 members abstaining, and that said resolution has not been rescinded or amended in any way.

Aaron Payment, Tribal Chairperson
Sault Ste. Marie Tribe of
Chippewa Indians

Cathy Abramson, Secretary
Sault Ste. Marie Tribe of
Chippewa Indians

VACATION POLICY

Vacation benefits are provided so that you may enjoy rest and relaxation away from work. This policy does **not** apply to Sault Tribe Construction and Housing field workers. Please see the Leave Pay Policy to determine what benefits you are eligible for, if you are a field worker. The company strongly encourages you to use all time to which you are entitled to for each benefit year. The following is an explanation of vacation accrual rates:

ADMINISTRATIVE

Exempt team members accrue vacation time at a rate of 15 days for the first year of employment and one additional day per year of service thereafter, up to a maximum rate of 30 days per year. The team member's entitlement to earn vacation is based on the employment anniversary date.

NON-ADMINISTRATIVE

Non-exempt team members accrue vacation time at a rate of ten days for the first year of employment and one additional day per year of service thereafter, up to a maximum of 30 days per year. The team member's entitlement to earn vacation is based on the employment anniversary date.

- You must be classified as a regular full-time or part-time team member and complete the required introductory period to be eligible to take vacation time. A part-time team member is eligible to accrue a portion of vacation time based on the number of hours the part-time team member works.
- You will be allowed to carry forward a maximum of 30 days of accrued vacation hours into the next calendar year. Any hours over the 30-day maximum will be paid directly to you in a cash payment, up to \$2,000, at the end of the calendar year. Any hours remaining over the 30-day maximum allowed to be carried over into the next calendar year after the \$2,000 maximum cash out will be forfeited at the end of the calendar year. Please note that a team member can request to convert excess vacation time to sick time in order to donate to the sick leave bank as identified in the sick leave policy.
- Your supervisor has the authority to approve or deny your vacation time based on your job performance and anticipated work loads, etc. The fact that you have accumulated vacation time does not mean that the vacation time is to be taken at your discretion.
- Your vacation time must be requested and approved in advance by your immediate supervisor. Any vacation days taken without approval will result in loss of pay and disciplinary action.

CJ1

Governmental Policy changes to be effective 12/6/05

- One vacation day requires that you give your supervisor at least 24 hours notice of your intent to take vacation time; two days require a weeks notice; longer requires a minimum of a two-week notice. This notice requirement is up to the discretion of the department manager.
- Team member's requests for vacation must be in writing and must be put on a vacation request form. Team members must submit the request form to their supervisor for approval. Team members may keep a copy of the form for their own records. Failure to put the request in writing will result in time off without pay for the hours missed.
- You may request time off without pay at the time that you are requesting vacation days if you do not have enough vacation time to cover your absence. Check with your immediate supervisor for consideration and approval.
- Up to 45 days of unused vacation entitlement will be paid to team members upon separation provided they have completed at least six months of continuous service. The vacation pay out will be computed based on the pay rate earned at the time of separation.
- After one year of continuous employment team members are required to use at least 50% of the vacation time earned in each calendar year. Failure to use at least 50% of the vacation time earned in each calendar year will result in the forfeiture of the difference between the amount that should have been taken and the amount that was actually taken. For the purposes of this policy a calendar year is based on check dates. Example: vacation accrual was 100 hours, vacation that should have been taken during the year was 50 hours, actual vacation hours taken was 40 hours. This results in the forfeiture of 10 vacation hours. Please note that a team member can request to convert vacation time that he/she would have normally forfeited to sick time in order to donate the time to the sick leave bank as identified in the sick leave policy.
- If a tribal holiday falls during your vacation, the holiday will not be counted as vacation taken.
- For non-exempt team members, vacation time must be used when serving on a board or committee where an honorarium or stipend is paid and you are attending during working hours. If you do not receive any payment for service, then you can attend at your supervisor's discretion.

CJ2

Governmental Policy changes to be effective 12/6/05

- When you are hired into a new home company, you will be credited for any years of service that you have worked for the Tribal Governmental Operations, EDC and/or Kewadin Casinos- Hotel and Convention Center for the purpose of the years of service recognition program. However, your date in position and vacation accrual date will be changed to reflect your new date in position in the new home company. The only exception to this rule is when you transfer to another entity that has the exact same accrual rate as the entity that you are leaving. In this case, you would be allowed to retain your date in position and vacation accrual date from the position that you transferred from. Please contact the Human Resources Department for details in regards to this policy.

VACATION POLICY

Vacation benefits are provided so that you may enjoy rest and relaxation away from work. This policy does **not** apply to Sault Tribe Construction and Housing field workers. Please see the Leave Pay Policy to determine what benefits you are eligible for, if you are a field worker. The company strongly encourages you to use all time to which you are entitled to for each benefit year. The following is an explanation of vacation accrual rates:

ADMINISTRATIVE

Exempt team members accrue vacation time at a rate of 15 days for the first year of employment and one additional day per year of service thereafter, up to a maximum rate of 30 days per year. The team member's entitlement to earn vacation is based on the employment anniversary date.

NON-ADMINISTRATIVE

Non-exempt team members accrue vacation time at a rate of ten days for the first year of employment and one additional day per year of service thereafter, up to a maximum of 30 days per year. The team member's entitlement to earn vacation is based on the employment anniversary date.

- You must be classified as a regular full-time or part-time team member and complete the required introductory period to be eligible to take vacation time. A part-time team member is eligible to accrue a portion of vacation time based on the number of hours the part-time team member works.
- You will be allowed to carry forward a maximum of 30 days of accrued vacation hours into the next calendar year. Any hours over the 30-day maximum will be paid directly to you in a cash payment, up to \$2,000, at the end of the calendar year. Any hours remaining over the 30-day maximum allowed to be carried over into the next calendar year after the \$2,000 maximum cash out will be forfeited at the end of the calendar year. Please note that a team member can request to convert excess vacation time to sick time in order to donate to the sick leave bank as identified in the sick leave policy.
- Your supervisor has the authority to approve or deny your vacation time based on your job performance and anticipated work loads, etc. The fact that you have accumulated vacation time does not mean that the vacation time is to be taken at your discretion.
- Your vacation time must be requested and approved in advance by your immediate supervisor. Any vacation days taken without approval will result in loss of pay and disciplinary action.

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- One vacation day requires that you give your supervisor at least 24 hours notice of your intent to take vacation time; two days require a weeks notice; longer requires a minimum of a two-week notice. This notice requirement is up to the discretion of the department manager.
- Team member's requests for vacation must be in writing and must be put on a vacation request form. Team members must submit the request form to their supervisor for approval. Team members may keep a copy of the form for their own records. Failure to put the request in writing will result in time off without pay for the hours missed.
- You may request time off without pay at the time that you are requesting vacation days if you do not have enough vacation time to cover your absence. Check with your immediate supervisor for consideration and approval.
- Up to 45 days of unused vacation entitlement will be paid to team members upon separation provided they have completed at least six months of continuous service. The vacation pay out will be computed based on the pay rate earned at the time of separation.
- After one year of continuous employment team members are required to use at least 50% of the vacation time earned in each calendar year. Failure to use at least 50% of the vacation time earned in each calendar year will result in the forfeiture of the difference between the amount that should have been taken and the amount that was actually taken. For the purposes of this policy a calendar year is based on check dates. Example: vacation accrual was 100 hours, vacation that should have been taken during the year was 50 hours, actual vacation hours taken was 40 hours. This results in the forfeiture of 10 vacation hours. Please note that a team member can request to convert vacation time that he/she would have normally forfeited to sick time in order to donate the time to the sick leave bank as identified in the sick leave policy.
- If a tribal holiday falls during your vacation, the holiday will not be counted as vacation taken.
- For non-exempt team members, vacation time must be used when serving on a board or committee where an honorarium or stipend is paid and you are attending during working hours. If you do not receive any payment for service, then you can attend at your supervisor's discretion.

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- When you are hired into a new home company, you will be credited for any years of service that you have worked for the Tribal Governmental Operations, EDC and/or Kewadin Casinos- Hotel and Convention Center for the purpose of the years of service recognition program. However, your date in position and vacation accrual date will be changed to reflect your new date in position in the new home company. The only exception to this rule is when you transfer to another entity that has the exact same accrual rate as the entity that you are leaving. In this case, you would be allowed to retain your date in position and vacation accrual date from the position that you transferred from. Please contact the Human Resources Department for details in regards to this policy.



RESOLUTION NO: 2005-205
TRIBAL SUPPORT FOR GREAT LAKES COLLABORATION

WHEREAS, the Sault Ste. Marie Tribe of Chippewa Indians is a federally recognized Indian Tribe organized under the provisions of the Indian reorganization Act of 1934, as amended; and

WHEREAS, it is recognized that the waters of the Great Lakes Basin, which includes ground water, surface water, wetlands, lakes and streams ("Great Lakes Basin"), are an international public resource and treasure that contain approximately twenty percent of the earth's fresh surface water, support the culture and life ways of native communities, provide drinking water to millions of people, and form the backbone for billions of dollars in shipping, trade, fishing and recreation; and

WHEREAS, progress is being made toward restoring and improving the health of the Great Lakes Basin ecosystem yet there are tremendous threats to the physical and biological integrity of such ecosystem; and

WHEREAS, it is recognized that citizens, as well as many Federal, State and local agencies, Tribes, elected officials and interested groups serve a vital role in protecting the ecosystem of the waters of the Great Lakes Basin; and

WHEREAS, the Sault Tribe Board of Directors supports water conservation and protection of water dependant resources of the Great Lakes Basin, including preventing the diversion or exportation of such water; and

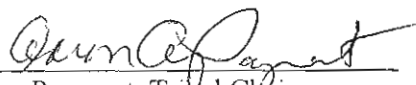
WHEREAS, the Sault Tribe Board of Directors affirms its commitment to protecting the waters of the Great Lakes Basin and encourages other governments and organizations to join together and become part of the coalition that is necessary to secure the waters of the Great Lakes Basin for the next seven generations.

THEREFORE, BE IT RESOLVED, that the Sault Tribe Board of Directors does hereby approve of and support the coalition of governments and organizations that are assembling to protect the waters of the Great Lakes Basin, including their attempt to prevent the diversion or exportation of the water of the Great Lakes Basin.

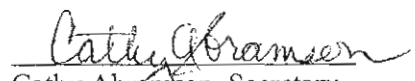
BE IT FURTHER RESOLVED, that the Sault Tribe Board of Directors hereby authorizes Frank Ettawageshik, Chairman of the Little Traverse Bay Bands of Odawa Indians to sign the Great Lakes Regional Collaboration Strategy as Great Lakes Tribal representative.

CERTIFICATION

We, the undersigned, as Chairperson and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom 11 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the 6 day of December 2005; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 10 members for, 0 members against, 0 members abstaining, and that said resolution has not been rescinded or amended in any way.



Aaron Payment, Tribal Chairperson
Sault Ste. Marie Tribe of
Chippewa Indians



Cathy Abramson, Secretary
Sault Ste. Marie Tribe of
Chippewa Indians

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