

POKAGON BAND OF POTAWATOMI INDIANS

POKAGON BODE´WADMIK OGITCHEDAW CHARTER

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Section I: Title

This Charter shall be known as the “Pokagon Bode´wadmik Ogitchedaw Charter.”

Section II: Definitions.

Capitalized terms not otherwise defined in this Charter shall have the following definitions:

- A. “Board of Directors” or “Board” – Shall mean the Board of Directors of the Organization as established in Section VII.
- B. “Constitution” - The Constitution of the Pokagon Band of Potawatomi Indians adopted by the Pokagon Band membership in a Secretarial Election conducted on November 1, 2005 and deemed approved by the Secretary of the Interior by operation of law on December 16, 2005.
- C. “Tribal Council” or “Council” - The governing body of the Pokagon Band of Potawatomi Indians.
- D. “National Guard”– The United States Air National Guard, United States Army National Guard, as well as the Air National Guard and Army National Guard of any State.
- E. “Director” – Any member of the Board of Directors.

- F. “Ogitchedaw” – Shall mean a Pokagon Band member who is a Veteran.
- G. “Organization” – Shall mean the Pokagon Bode´wadmik Ogitchedaw, the entity created by this Charter, which is vested with the specific powers delegated hereunder by the Tribal Council.
- H. “Organizational Member” – A duly admitted member of the Organization.
- I. “Organizational Membership” – The duly admitted members of the Organization.
- J. “Pokagon Band” or “Band” – The Pokagon Band of Potawatomi Indians.
- K. “Reserves” – A military reserve force of any branch of the United States military and any State Defense Force.
- L. “Veteran” – One who actively served in any branch of the United States military or one who served in the Reserves.
- M. “Weekaun” – A nonvoting advisor to the Board of Directors.

Section III: Findings and Declarations.

The Tribal Council of the Pokagon Band of Potawatomi Indians finds and declares as follows:

- A. The Band is a sovereign, federally recognized Indian tribe, as reaffirmed by P.L. 103-323 (25 U.S.C. § 1300j et seq., the “Pokagon Restoration Act”), enacted September 21, 1994, and is organized under a Constitution.
- B. In accordance with the Pokagon Restoration Act and pursuant to Article IX of the Constitution, the Tribal Council of the Pokagon Band of Potawatomi Indians is the duly recognized governing body of the Band.
- C. The Tribal Council is vested with those sovereign powers of the Band that are not inconsistent with any provisions of the Constitution, including without limitation those enumerated powers set forth in Article IX, Section 2, of the Constitution, which authorizes the Tribal Council to “regulate all business activities within the jurisdiction of the Band” and to “charter subordinate organizations and to delegate to such organizations, or to any subordinate boards or officials of the organizations, the power to perform limited governmental functions” or to manage the “economic affairs, Organizations, and property” of the Band.
- D. The traditional historical role of the Ogitchedaw is that of a warrior, one who fought for one’s tribe.
- E. The Tribal Council recognizes the contributions and sacrifices the Ogitchedaw have made to the Pokagon Band and their important role in the Pokagon Band community.

Section IV: Purpose.

The Band hereby charters Pokagon Bode´wadmik Ogitchedaw as an unincorporated instrumentality of the Band to:

- A. Promote and celebrate the Ogitchedaw.
- B. Honor the past Ogitchewdaw and preserve honor for the future Ogitchedaw.
- C. Consult with the Tribal Council regarding policies, programs, and concerns regarding the Ogitchewdaw.
- D. Engage in traditional Ogitchedaw roles including, but not limited to:
 - 1. Caring for the Eagle staff;
 - 2. Serving as a Color Guard or Honor Guard at funerals, parades, and other ceremonies;
 - 3. Serving as role models in leaders and citizenship for Pokagon Band youth;
 - 4. Performing funeral rites;
 - 5. Performing flag retirement ceremonies; and
 - 6. Hosting a Veteran’s Day feast.
- E. Educate the Pokagon Band community regarding the history, traditions, and values of the Ogitchedaw.
- F. Act as a referral source for Ogitchedaw seeking programs and services designed to assist in reintegrating to civilian life from active duty.
- G. Appoint or otherwise select delegates, committee members, or other such representatives to national, state or local organizations promoting Veterans affairs.
- H. The Organization shall be nonpolitical and shall not disseminate partisan principles or promote the candidacy of any person seeking public office at the Tribal, state, or federal level.
- I. Establish and vest a Board of Directors of the Pokagon Bode´wadmik Ogitchedaw with rights, powers and obligations to carry out the aims and purposes of this Charter and to act independently of but ultimately accountable to the Tribal Council on behalf of the Band membership pursuant to the specific authority delegated herein.

Section V: Establishment of the Pokagon Bode´wadmik Ogitchedaw.

- A. Creation. The Organization is hereby established under this Charter as a wholly owned unincorporated instrumentality of the Band, which shall be governed and managed by the

Board of Directors, subject in all instances to the terms, provisions, and limitations set forth in this Charter.

- B. Location. The Organization shall be a resident of and maintain its headquarters at a suitable location within land owned by the Pokagon Band, provided that the Organization may conduct its activities any place in the world.
- C. Instrumentality of the Band. As a wholly owned instrumentality of the Band, the Organization, its assets and activities shall have all of the privileges and immunities of the Band, subject to the limitations provided in this Charter and applicable law, including immunity from taxation, regulation, and unconsented suit.
- D. Exercise of Authority. Any exercise by the Organization of any powers or authority in accordance with this Charter shall constitute the exercise of a governmental function of the Band.
- E. Allocation of Authority. All rights, powers, or privileges not expressly delegated herein to the Organization shall be reserved to and held by the Tribal Council.

Section VI: Rights, Powers and Immunities.

- A. Privileges and Immunities. The Organization shall be entitled to all of the privileges and immunities of the Band, including the sovereign immunity of the Band, to the same extent as the Band itself, together with all other rights and privileges arising from tribal sovereignty.
 - 1. Except as provided in Section VIII of this Charter, no waiver of sovereign immunity by the Band or any other person or entity shall be valid if it purports to permit or may be construed to permit any enforcement or recourse against the Organization, including its assets, revenues, and businesses, except that a waiver of sovereign immunity meeting each of the requirements set forth in Section VIII of this Charter will permit recourse against explicitly identified assets or revenues of the Organization.
 - 2. Any liability or obligation of the Organization of any nature whatsoever, whether arising under contract, law, or otherwise, shall be enforceable only against the Organization (but only to the extent permitted by any valid waiver of sovereign immunity) but not any other assets or revenues of the Band, except as may be authorized by a duly adopted resolution of the Tribal Council.
 - 3. The liabilities and obligations of the Band, as distinct from the liabilities and obligations of the Organization, shall not be enforceable against the Organization or its assets or revenues.
 - 4. No assets, liabilities, rights, obligations, receipts or expenditures of the Organization shall be considered those of the Band, and no assets, liabilities,

rights, obligations, receipts or expenditures of the Band shall be considered those of the Organization.

- B. Rights. It is the intent of this Charter to authorize the Organization, subject to approval of the Tribal Council where required as set forth herein, to do any and all things necessary or desirable in connection with the development, operation, management, maintenance and promotion of the Organization in the interest of furthering the purposes of this Charter.
- C. Powers and Authority. The Organization shall have the power in its own name, to:
1. conduct its affairs, carry on its operations, and have offices and exercise the powers granted by this Charter;
 2. make and amend By-Laws, not inconsistent with this Charter or the applicable laws of the Band and the United States, for the administration and regulation of the affairs of the Organization;
 3. subject to budget limitations, engage contractors, advisors, and consultants as the Board deems necessary and appropriate to assist the Organization in carrying out the purposes of the Organization and the duties of the Board;
 4. open and maintain such deposit accounts with banks and other financial institutions, whether located within or without of the State of Michigan, which accounts shall be separate from other accounts of the Band, and no assets in the accounts of the Organization shall be commingled with the other assets of the Band; and
 5. to the extent not inconsistent with anything herein, to have and exercise all powers necessary to further any or all of the purposes for which the Organization is organized.
- D. Limitation on Powers and Authority. The Organization shall have no authority to exercise any regulatory or legislative power.

Section VII: Board of Directors

- A. Establishment. There is hereby established a Board of Directors, whose purpose is to manage and carry out the activities of the Organization. The Board of Directors is hereby vested with all powers necessary to carry out the purposes of the Organization and shall control and manage the activities of the Organization.
- B. Number. The Board of Directors shall consist of three (3) members (each, a “Director”) appointed by the Tribal Council. When appointing to the Board, the Tribal Council shall specify to which office the appointee is being appointed.

- C. Offices. The Board of Directors shall consist of the following three (3) offices: Okima, Secretary, and Treasurer. The Okima shall be a voting member of the Board.
- D. Weekaun. The Board of Directors may appoint a Weekaun. If the Board appoints a Weekaun, such person shall act as a non-voting advisor to the Board of Directors, whose presence shall not be counted towards quorum. If the Weekaun is himself or herself also an Organizational Member, he or she is not prohibited from exercising any voting right open to the Organizational Membership. The Weekaun shall meet all eligibility requirements applicable to Directors. The Weekaun serves at the pleasure of the Board of Directors and may be removed upon majority vote of the Board. The Weekaun shall attend all Board meetings as an advisor, shall assist the Board in fulfilling its responsibilities, and shall be bound by all requirements applicable to Board Members, provided that the Weekaun shall not vote or otherwise exercise the authority of a Board Member.
- E. Qualifications for Directors. A Director must be an Organizational Member.
- F. Term. Each Director shall serve a term of three (3) years, provided that in order to maintain staggered terms, the initial Okima shall serve an approximately three year term, the initial Treasurer shall serve an approximately two year term, and the initial Secretary shall serve an approximately one year term. Terms shall remain staggered for the remainder of the Board's existence. There is no limit to the number of terms an individual may serve as Director.
- G. Successor. Unless and until he or she resigns from office or is removed from office by the Tribal Council in accordance with the requirements of Section X of this Charter, each Director shall hold office until his or her successor is appointed by the Tribal Council. No Director may exercise the authority of his or her office until he or she is duly installed in office.
- H. Initial Directors. The initial Directors shall be appointed by the Tribal Council.
- I. Stipend and Reimbursement. Directors shall be entitled to reimbursement for actual and reasonable expenses incurred in the discharge of their duties, provided that such reimbursement shall be in accordance with the expense reimbursement policies and procedures followed by the Tribal Council. Directors shall not be compensated for service on the Board other than for such expenses unless pursuant to a plan of compensation approved by the Tribal Council prior to its implementation. The Council may, in its discretion, require the Salary Commission to evaluate the Director positions and recommend a compensation plan to the Council for approval.
- J. Board Members Not Liable. No Director shall be personally liable to any creditor of the Organization by reason of his or her status as a member of the Board or by reason of acts done or not done in the course of his or her official duties.
- K. No Self-Dealing. All Directors and the Weekaun shall be subject to and comply with the Band's Code of Ethics.

- L. Records. The Board shall keep complete and accurate records of all meetings and actions taken. Any meeting records shall be maintained as the exclusive property of the Pokagon Band, the originals of which shall be kept at the official offices of the Band. All meeting records of the Organization shall be available to the public as provided by the Pokagon Band Freedom of Information Act.

Section VIII. Ability to Sue and be Sued.

- A. By adopting this Charter, the Tribal Council gives its irrevocable consent to allow the Organization, through a duly adopted resolution or motion of the Board and subject to the limitations herein, to sue and to be sued in its name, or to submit to arbitration or alternative dispute resolution any controversy arising under, or upon, any contract, claim, obligation, or any other matter arising out of its activities under this Charter, and hereby authorizes the Organization, through a duly adopted resolution or motion of the Board, to agree by contract to (1) waive any of its immunity from suit or other legal process and (2) waive any or all rights it may have to resolve disputes (i) in a court or other forum of the Band, or (ii) in any other court of competent jurisdiction, and in connection therewith to waive any right of exhaustion of tribal remedies; but, except to the extent of enforcement or remedies as against assets of the Organization, the Band shall not be liable for the debts or obligations of the Organization, and the Organization shall have no power to pledge or encumber the assets of the Band other than assets of the Organization. Every contract, note or other obligation or instrument approved by the Organization which waives its sovereign immunity also shall include an express limitation of recourse on such contract to the assets of the Organization and to no other property or income of the Band (every such contract, note or other obligation so approved and containing such express limitation referred to in this Charter, an “Approved Instrument”); and for that purpose, with respect to any such Approved Instrument, the Band hereby irrevocably waives any and all defenses otherwise available to the Organization based upon its sovereign immunity from suit with respect to any action against the Organization in any forum seeking to enforce the obligations of the Organization under such Approved Instrument, and to the extent such Approved Instrument so provides, to waive any right of exhaustion of tribal remedies. With respect to suits, actions or other proceedings within the scope of this expressly limited waiver of immunity, the Organization is further empowered to sue and be sued in the name of the Organization, and the Band hereby further agrees to accept service of process upon the Organization with respect to such action by delivery to the Chairperson or Secretary of the Board; provided, however, that the power to sue and be sued shall extend only to actions on Approved Instruments as set forth in this paragraph and shall not constitute a waiver of the sovereign immunity of the Band, including the Organization, for any other purpose or action whatsoever. This action does not constitute a delegation to the Organization of the power to make any waiver of the immunity of the Band, except with respect to assets of the Organization. Notwithstanding anything herein to the contrary, the grant of power herein to sue and to be sued shall not in and of itself constitute a waiver of immunity whatsoever. Any waiver of immunity by the Organization shall (i) be duly approved by the Organization; (ii) be in writing only; (iii) expressly state that such waiver shall permit recourse and enforcement against the explicitly designated assets and revenues of the Organization; and (iv) be

limited in scope to the express matters to which it is given, and as to the remedies and other conditions set forth therein.

- B. Consistent with the foregoing, the Organization, by duly adopted resolution or motion of the Board of Directors, shall have the authority to consent, with respect to any suit against the Organization, (i) to the exercise of jurisdiction by the state courts of Michigan or any other state, the federal courts sitting in any state, the tribal courts of the Band or any other Indian tribe, or the courts of any United States territory or foreign jurisdiction, and (ii) to arbitration or alternative dispute resolution.

Section IX. Duties.

- A. All Directors shall be responsible for being fully informed regarding issues before the Board. Each Director shall attend all Board meetings. Each Director, including the Okima or other presiding Director, shall vote on each matter up for vote while in attendance at an Organization meeting, unless prohibited by the Band's Code of Ethics or due to an absence from previous relevant meetings.

- B. Okima. The Okima shall:

1. Represent the Organization;
2. Preside at all meetings of the Board;
3. Call meetings of the Board, in accordance with this Charter and any applicable Pokagon Band law;
4. Submit at each meeting such recommendations and information as he or she considers proper concerning the affairs and policies of the Organization; and
5. Perform all other duties as may be directed by the Board.

- C. Secretary. The Secretary shall:

1. Represent the Organization;
2. Cause to be created and maintained minutes of all meetings of the Board of Directors;
3. Cause to be created and record all decisions, actions and votes of the Board of Directors;
4. Cause to be given notice of all meetings of the Board of Directors;
5. Be the custodian of and properly keep all the minutes and records of the Board of Directors;

6. Review and provide recommendations regarding applications for membership in the Organization;
7. Prepare, maintain, and be the custodian of the Organizational Membership list;
8. Preside at all duly called meetings in the absence of the Okima and the Treasurer; and
9. Perform other duties as directed by the Board of Directors.

E. Treasurer. The Treasurer shall:

1. Represent the Organization;
2. Monitor the fiscal matters of the Organization;
3. Cause to be kept full and accurate accounts of receipts and disbursements in books belonging to the Organization;
4. Pay out and disburse the funds of the Organization as may be ordered by the Board of Directors, in accordance with applicable Pokagon Band policies and procedures;
5. Render to the Board of Directors, at each regular meeting or as otherwise required, a financial statement with an account of all transactions and the financial condition of the Organization;
6. Develop and present to the Board of Directors an annual budget to be submitted to the Finance Board for approval;
7. Perform the duties of the Okima in the absence of the Okima; and
8. Perform other duties as directed by the Board of Directors.

Section X. Removal, Resignation, Recall, and Vacancy.

A. Removal. The Board of Directors may, by 2/3 majority vote, request that the Tribal Council initiate a procedure for the removal of a Director and the Tribal Council may, on its own initiative, initiate a removal procedure for any Director by an affirmative vote of at least eight (8) members of the Tribal Council for cause, which includes, but is not limited to:

1. Nonfeasance, including the persistent failure to perform other duties of office;

2. Misfeasance, including any substantial or repeated failure to exercise authority or discharge responsibilities in conformance with this Charter or the By-Laws;
3. Malfeasance, including (i) a substantial or repeated violation of applicable ethics standards under the Pokagon Band Ethics Code, (ii) a willful violation of this Charter, the By-Laws, or other applicable Pokagon Band law that assigns duties or responsibilities specifically to the Board of Directors; or (iii) misconduct in office that threatens the integrity or public image of the Organization;
4. Failure to maintain the necessary qualifications for office prescribed in this Charter; or
5. Physical or mental disability which prevents the performance of duties.

Removal shall take place only after the Director has been given at least fifteen (15) days written notice of the charges and a reasonable opportunity to provide a defense against the charges or an explanation, which may be in writing or in person at a special session of the Council at which the removal action is on the agenda. The Director subject to removal may defend himself or herself at said session and shall not be entitled to the assistance of counsel. The Tribal Council shall provide the Director with a copy of its decision within ten (10) business days after reaching a decision. A Director may only be removed upon the affirmative vote of at least eight (8) Tribal Council members finding by a preponderance of the evidence that the stated grounds for removal exists. The decision of the Tribal Council shall be final and not subject to appeal. The Tribal Council may, at its discretion, suspend a Director until the final disposition of a removal action.

B. Resignation. Any Director may resign at any time by giving written notice to the Okima or to the Secretary of the Board and the Tribal Council Secretary or Tribal Council Chairperson, which shall take effect at the time specified therein. If no time is specified, the resignation shall take effect immediately. Unless otherwise specified in the resignation, acceptance of such resignation shall not be necessary to make it effective.

C. Vacancies.

1. A Director who is recalled, is removed, no longer meets the qualifications for his or her office, or dies, shall automatically be deemed to be vacant.
2. Vacancies on the Board shall be filled by the Tribal Council for the balance of the unexpired term.

Section XI. Meetings

A. Quorum. The Board shall act only at a duly called meeting with a quorum present.

1. At all meetings of the Board, a majority of the Board shall constitute a quorum for the transaction of business.
 2. If a quorum is not present, the presiding Director shall adjourn the meeting. Any business on the agenda for the adjourned meeting shall be placed on the agenda for the next scheduled meeting.
- B. Decisions. A majority vote of the Directors present shall decide any matter properly presented in a duly called meeting, unless the matter is one for which a different vote is required by this Charter or other applicable Pokagon Band law. The Board may act through resolutions, motions, or other mechanisms properly adopted and authorized under the By-laws.
- C. Those Entitled to Vote and Conflict of Interest. Directors shall abstain from voting in conflict-of-interest cases as defined by the Code of Ethics. Directors may abstain from voting due to absence from previous relevant meetings.
- D. Open Meetings. All meetings of the Board shall be held in compliance with the Band's Open Meetings Act.
- E. Location. Meetings of the Board of Directors may be held at any location within or outside of land owned by the Pokagon Band as directed by a majority of the Board.
- F. Participation. Directors may participate in meetings by teleconference, videoconference, or other form of communication that allow participants to speak and hear each other.
- G. Regular Meetings. Regular Meetings of the Board shall be held at least monthly. The Board shall provide by resolution the time and place for holding Regular Meetings.
- H. Special Meetings.
1. The Okima may call Special Meetings of the Board when necessary or prudent to address any specific matter between regular meetings.
 2. Shall be called and conducted by the Okima within ten (10) calendar days, upon the written request of two Directors. The written request shall state the purpose(s) of the proposed meeting. If the Okima refuses to call and conduct such meeting, then one of the two Directors who requested the meeting shall call and conduct the meeting.
- I. Notice of Meetings. Notice of any regular or special meeting of the Board shall be provided in accordance with the Open Meetings Act.
- J. Closed Meetings/Confidential Matters. The Board may meet in a closed session as permitted by the Band's Open Meeting Act. If any part of a meeting is a closed meeting, the meeting notice shall indicate which portion of the meeting is closed and the

description of the closed items shall be sufficiently limited as to maintain the confidentiality of the matter.

Section XII. Membership in the Organization.

A. Membership Eligibility. Membership in the Organization shall be open to any person who:

1. Is a duly enrolled Pokagon Band member who is at least 18 years of age; and
2. Possesses a discharge other than dishonorable from the Army, Navy, Marine Corps, Coast Guard, Air Force, National Guard, or Reserves of the United States, or is currently serving in the National Guard or any branch of the United States military reserves; provided, however, that if one has a dishonorable discharge, he or she may be admitted at the discretion of the Board of Directors upon the 2/3 majority approval of the Board of Directors.

B. Application for Membership in the Organization.

1. Application for membership in the Organization shall be made on an application form approved by the Board of Directors. An applicant may obtain an enrollment form by oral or written request to the Secretary.
2. Any person eligible for membership in the Organization must file a completed enrollment application with the Secretary. Applications for enrollment may be filed by hand delivery, private courier, U.S. Mail, or facsimile.
3. Each enrollment application must be completed in its entirety and must contain sufficient information to permit the Secretary to properly determine the applicant's eligibility for enrollment. Applications must include, at a minimum, the following:
 - (a) The applicant's name;
 - (b) The applicant's address;
 - (c) The applicant's telephone number;
 - (d) The applicant's Pokagon Band enrollment number;
 - (e) If the applicant is a Veteran, a United States Defense Department Form 214, Certificate of Military Services, or other form (including, but not limited to NGB-22, DARP Form 249-2-E, ARPC Form 606, NRPC 1070-124, AF-526, NAVMC-798, CG-4175) issued by the United States military proving the applicant's military service and discharge other than dishonorable;
 - (f) If the applicant is currently serving in the National Guard or the Reserves, then the applicant must provide a Statement of Service on military letterhead signed by the adjutant, personnel officer or commanding officer of the unit, or other form (including, but not limited

- to NGB-22, DARP Form 249-2-E, ARPC Form 606, NRPC 1070-124, AF-526, NAVMC-798, CG-4175) issued by the National Guard or the Reserves proving the applicant's current military service; and
- (g) The signature of the applicant.

C. Processing the Application. The applicant shall return the completed application to the Secretary, who shall, within ninety (90) days of the date of receipt:

1. Stamp the application form with the date on which it is received;
2. Ensure that the application is complete. If the application is not complete, the Secretary shall notify the applicant of what is required to complete the application;
3. Verify the applicant's enrollment with the Pokagon Band;
4. If, after review of the applicant's application and verification of the applicant's enrollment with the Band, the Secretary determines that the applicant is eligible for membership in the Organization, the Secretary shall provide a recommendation to the Board of Directors that the application be approved;
5. If, after review and verification of the applicant's application, the Secretary determines that the applicant is not eligible for membership in the Organization, it shall provide a recommendation to the Board of Directors that the application be denied;
6. The Board of Directors shall then accept or reject the applicant's application, based solely on the merits of the Secretary's recommendation;
7. All decisions of the Board of Directors regarding the acceptance or rejection of an applicant's application shall be final, subject to appeal to the Tribal Council;
8. The Board shall notify the applicant of its decision by U.S. mail. If the applicant is denied membership, the notice shall state the specific reason(s) the applicant is not eligible for membership. The notice shall state that the applicant may re-apply for membership if he or she has any relevant new material, or may appeal the decision denying membership in accordance with the provisions of this Charter. The notice shall include a description of the appeal procedure, as stated below in item number 9; and
9. An applicant who is denied membership may appeal such decision to the Tribal Council by sending a written request for an appeal signed by the applicant along with a copy of the notice described above in item number 8 to the Chairperson of the Tribal Council, by U.S. mail within sixty (60) days of the date of the notice from the Board. The applicant shall include with the request for appeal a statement explaining why the decision denying membership in the Organization to

the applicant was in error and copies of any documents that support the explanation, provided such documents were provided to the Board for review when considering the application. The Okima shall provide the Tribal Council with administrative assistance to coordinate the appeal process and facilitate a prompt decision. The applicant shall not be entitled to the assistance of counsel. The Tribal Council shall provide the applicant with a copy of its decision within ten (10) business days after reaching a decision. The Board's decision may only be reversed by the Council upon the affirmative vote of at least (8) Tribal Council members finding by clear and convincing evidence that the necessary facts for the Board's action, or failure to act, were not supported by reasonable evidence, or that the Board applied the membership eligibility standards in this Charter incorrectly.

D. Loss of Membership.

1. Relinquishment. An Organizational Member may relinquish his or her membership in the Organization at any time by providing signed written notice to the Okima or Secretary. The relinquishment shall take effect at the time specified in the notice or if no time is specified, the relinquishment shall take effect immediately. A copy of the notice shall be provided to the Secretary.
2. Removal. An Organizational Member may be suspended or expelled by 2/3 majority vote of the Board that clear and convincing evidence that the member engaged in misconduct, in his or her capacity as a member of the Organization, that threatens the integrity or public image of the Organization. Removal of a member shall take place only after the member has been given at least 15 days written notice of the charges and a reasonable opportunity to provide a defense against the charges or an explanation, which may be in writing or in person at a special session of the Council at which the removal action is on the agenda. The member may defend himself or herself at said session and shall not be entitled to the assistance of counsel. The Board shall provide the member with a copy of its decision within 10 business days after reaching a decision and a description of the appeal procedure. The decision of the Board shall be final, subject to appeal to the Tribal Council.
3. Appeal of Removal. One who wishes to appeal his or her removal from the Organization must provide written notice of such to the Chairperson of the Tribal Council within 45 days of the Board's notice of its decision. If the written notice is received within the time specified in this subsection, then the Council shall schedule a hearing to occur within 45 days of Council's receipt of the notice or as soon thereafter as reasonably possible. The member may defend himself or herself at said hearing and shall not be entitled to the assistance of counsel. The Tribal Council shall provide the member with a copy of its decision within ten (10) business days after reaching a decision. The Board's decision may only be reversed by the Council upon the affirmative vote of at least (8) Tribal Council members finding by clear and convincing evidence that the necessary facts for the

Board's action were not supported by reasonable evidence, or that the Board applied the removal standards in this Charter incorrectly. The decision of the Tribal Council shall be final and not subject to appeal.

Section XIII. Finances

- A. Fiscal Year. The Organization's fiscal year shall be October 1 through September 30.
- B. Funding. Each year the Organization shall produce a detailed proposed annual budget for the Organization's subsequent fiscal year. The proposed annual budget shall be provided to the Band's Finance Board no later than sixty (60) days prior to the commencement of the new fiscal year. Expenditures may only be made in accordance with the Organizational budget approved by the Tribal Council.
- C. Limitation on Solicitation. The Organization may not solicit funds from any source other than the Band, unless expressly provided otherwise by Tribal Council resolution. All requests from the Board to the Tribal Council for authorization to solicit funds from a source other than the Band shall include, at a minimum, the Board's proposed time, date, location, and method of solicitation.

Section XIV Reports.

- A. Quarterly Reports. The Board shall make quarterly written reports to the Tribal Council by October 31st, January 31st, April 30th, and July 31st of each year. The written quarterly report shall contain, at a minimum, the following information:
 - 1. The names and titles of those serving on the Board of Directors;
 - 2. A summary of the Organization's progress in fulfilling its purposes, goals, and objectives for the year, including the Organization's key accomplishments;
 - 3. Any significant problems encountered subsequent to the last report to Council that are hindering the Organization from achieving its purposes, goals, and objectives;
 - 4. Copies of the Organization's meeting minutes;
 - 5. A quarterly financial statement of the Organization; and
 - 6. Any additional information the Organization deems relevant in order to keep the Council adequately informed of the Organization's activities and progress.
- B. Annual Report. Not later than September 1 of each year, the Board shall prepare and provide a written annual report for the Tribal Council, which shall contain the following information:
 - 1. The names and titles of its Directors;

2. The time remaining for each Director's term of office;
3. Changes, if any, to the Organization's goals, plans, and objectives, including new goals for the next year;
4. Any significant problems encountered or anticipated that would hinder the Organization from achieving its purposes, including problems with the structure, composition, or operation of the Organization, any other problems, and proposed solutions to those problems;
5. Any recommendations the Board has for Council that will assist the Organization in accomplishing its goals and achieving its purposes;
6. An annual balance sheet for expenditures from the budget for the prior fiscal year and the proposed budget for the next fiscal year; and
7. A candid assessment of the Board's performance during the prior year.