



Comanche Business Committee Regular Monthly Meeting

DATE: June 7, 2025

TIME: 10:00 AM

CODE TALKER CONFERENCE ROOM

I. Call to Order: Forrest Tahdooahnippah, Chairman

II. Roll Call

- ☐ Forrest Tahdooahnippah, Chairman
- ☐ Diana Doyebi-Sovo, Vice Chairwoman
- ☐ Robert Tippeconnie, Secretary/Treasurer
- ☐ Hazel Tahsequah, Committeewoman No. 1
- ☐ Ross Kahrahhah, Committeeman No. 2
- ☐ Alice Kassanavoid, Committeewoman No. 3
- ☐ Jordan Fox, Committeeman No. 4

Invocation

- **April Meeting Minutes and May Meeting Minutes**
- **Chairman Report**
- **Vice-Chairman Report**
- **Secretary/Treasurer Report**
- **Tribal Administrator Report**
- **Tribal Attorney Report**

III. New Business

Resolution No. 86-2025- Elder Center Resolution for Grant Survey

Resolution No. 87-2025- HR Policies and Procedures Resolution Amendment

Resolution No. 88-2025- Law Enforcement Amend Resolution-Cross Deputization

Resolution No. 89-2025- THPO Resolution for Programmatic Agreement with US Forest Service

Resolution No. 90-2025- Tribal Court Resolution to Enter into Contract for Appellate Justices

Resolution No. 91-2025- Realty Resolution to Lease 909 SW D Ave

Resolution No. 92-2025- CBC Resolution Amending Stipends for Gaming Commissioners and Comanche Nation Entertainment Board of Directors

Resolution No. 93-2025- CBC Resolution Approving MOU Between CN, CNE, Gift Shop

Resolution No. 94-2025- CBC Resolution Approving MOU With Comanche Nation Entertainment

Resolution No. 95-2025- CBC Resolution Appointing N. Tenequer Tax Administrator

Resolution No. 96-2025- CBC Resolution re TA Salary 2025

Motion to Move July 5 CBC Meeting to July 12

Recognition to CBC 2 Ross Kahrahhah

IV. Old Business

V. Executive Session

VI. Tribal Council Remarks

VII. Adjourned



June Monthly Meeting

AGENDA STRAW POLL

Pursuant to the CBC Meeting Procedures, an agenda-setting work session was held June 2, 2025. The results of the straw poll are below. Votes are for whether an item should be tentatively placed on the June CBC monthly meeting agenda. The votes are nonbinding and the agenda may be amended at the CBC June monthly meeting pursuant to the CBC Meeting Procedures and Robert's Rules of Order.

New Business

1. Resolution TVSSA Grant 2025 (Sponsor: Family Assistance Center) **WITHDRAWN BY PROGRAM**
 - a. In favor: Vice-Chair Diana Gail Doyebi-Sovo, Secretary/Treasurer Robert Tippeconnie, Committeeperson No. 1 Hazel Tahsequah, Committeeperson No. 3 Alice Kassanavoid
 - b. Oppose: None
 - c. Abstain: Committeeperson No. 2 Ross Brandt Kahrahhah (absent), Committeeperson No. 4 Jordan Fox (absent)
2. Resolution for Grant Survey (Sponsor: Elder Center)
 - a. In favor: Vice-Chair Diana Gail Doyebi-Sovo, Secretary/Treasurer Robert Tippeconnie, Committeeperson No. 1 Hazel Tahsequah, Committeeperson No. 3 Alice Kassanavoid
 - b. Oppose: None
 - c. Abstain: Committeeperson No. 2 Ross Brandt Kahrahhah (absent), Committeeperson No. 4 Jordan Fox (absent)
3. Policies and Procedures Resolution Amendment (Sponsor: HR)
 - a. In favor: Vice-Chair Diana Gail Doyebi-Sovo, Secretary/Treasurer Robert Tippeconnie, Committeeperson No. 1 Hazel Tahsequah, Committeeperson No. 3 Alice Kassanavoid, Committeeperson No. 4 Jordan Fox
 - b. Oppose: None
 - c. Abstain: Committeeperson No. 2 Ross Brandt Kahrahhah (absent)
4. Resolution to Amend Resolution 146-2024 for Cross Deputization (Sponsor: Law Enforcement)
 - a. In favor: Vice-Chair Diana Gail Doyebi-Sovo, Secretary/Treasurer Robert Tippeconnie, Committeeperson No. 1 Hazel Tahsequah, Committeeperson No. 3 Alice Kassanavoid, Committeeperson No. 4 Jordan Fox
 - b. Oppose: None
 - c. Abstain: Committeeperson No. 2 Ross Brandt Kahrahhah (absent)
5. Resolution for Programmatic Agreement with US Forest Service
 - a. In favor: Vice-Chair Diana Gail Doyebi-Sovo, Secretary/Treasurer Robert Tippeconnie, Committeeperson No. 1 Hazel Tahsequah, Committeeperson No. 3 Alice Kassanavoid, Committeeperson No. 4 Jordan Fox
 - b. Oppose: None
 - c. Abstain: Committeeperson No. 2 Ross Brandt Kahrahhah (absent)
6. Resolution to Enter into Contract for Appellate Justices (Sponsor: Tribal Court)
 - a. In favor: Vice-Chair Diana Gail Doyebi-Sovo, Secretary/Treasurer Robert Tippeconnie, Committeeperson No. 1 Hazel Tahsequah, Committeeperson No. 3 Alice Kassanavoid, Committeeperson No. 4 Jordan Fox



- b. Oppose: None
 - c. Abstain: Committeeperson No. 2 Ross Brandt Kahrahra (absent)
7. Resolution to Lease 909 SW D Ave (Sponsor: Realty)
- a. In favor: Vice-Chair Diana Gail Doyebi-Sovo, Secretary/Treasurer Robert Tippeconnie, Committeeperson No. 1 Hazel Tahsequah, Committeeperson No. 3 Alice Kassanavoid, Committeeperson No. 4 Jordan Fox
 - b. Oppose: None
 - c. Abstain: Committeeperson No. 2 Ross Brandt Kahrahra (absent)
8. Resolution Amending Stipends for Gaming Commissioners and Comanche Nation Entertainment Directors (Sponsor: CBC)
- a. In favor: Vice-Chair Diana Gail Doyebi-Sovo, Secretary/Treasurer Robert Tippeconnie, Committeeperson No. 1 Hazel Tahsequah, Committeeperson No. 3 Alice Kassanavoid, Committeeperson No. 4 Jordan Fox
 - b. Oppose: None
 - c. Abstain: Committeeperson No. 2 Ross Brandt Kahrahra (absent)
9. Resolution Approving MOU Between CN, CNE, Gift Shop (Sponsor: CBC)
- a. In favor: Vice-Chair Diana Gail Doyebi-Sovo, Secretary/Treasurer Robert Tippeconnie, Committeeperson No. 1 Hazel Tahsequah, Committeeperson No. 3 Alice Kassanavoid, Committeeperson No. 4 Jordan Fox
 - b. Oppose: None
 - c. Abstain: Committeeperson No. 2 Ross Brandt Kahrahra (absent)
10. Resolution Approving MOU With Comanche Nation Entertainment (Sponsor: CBC)
- a. In favor: Vice-Chair Diana Gail Doyebi-Sovo, Secretary/Treasurer Robert Tippeconnie, Committeeperson No. 1 Hazel Tahsequah, Committeeperson No. 3 Alice Kassanavoid, Committeeperson No. 4 Jordan Fox
 - b. Oppose: None
 - c. Abstain: Committeeperson No. 2 Ross Brandt Kahrahra (absent)
11. Resolution Appointing N. Tenequer Tax Administrator (Sponsor: CBC)
- a. In favor: Vice-Chair Diana Gail Doyebi-Sovo, Secretary/Treasurer Robert Tippeconnie, Committeeperson No. 1 Hazel Tahsequah, Committeeperson No. 3 Alice Kassanavoid, Committeeperson No. 4 Jordan Fox
 - b. Oppose: None
 - c. Abstain: Committeeperson No. 2 Ross Brandt Kahrahra (absent)
12. Resolution re TA Salary 2025 (Sponsor: CBC)
- a. In favor: Vice-Chair Diana Gail Doyebi-Sovo, Secretary/Treasurer Robert Tippeconnie, Committeeperson No. 1 Hazel Tahsequah, Committeeperson No. 3 Alice Kassanavoid, Committeeperson No. 4 Jordan Fox
 - b. Oppose: None
 - c. Abstain: Committeeperson No. 2 Ross Brandt Kahrahra (absent)



13. Motion to Move July 5 CBC Meeting to July 12

- a. In favor: Vice-Chair Diana Gail Doyebi-Sovo, Secretary/Treasurer Robert Tippeconnie, Committeeperson No. 1 Hazel Tahsequah, Committeeperson No. 3 Alice Kassanavoid, Committeeperson No. 4 Jordan Fox
- b. Oppose: None
- c. Abstain: Committeeperson No. 2 Ross Brandt Kahrahhah (absent)

14. Recognition to CBC 2 Ross Kahrahhah

- a. In favor: Vice-Chair Diana Gail Doyebi-Sovo, Secretary/Treasurer Robert Tippeconnie, Committeeperson No. 1 Hazel Tahsequah, Committeeperson No. 3 Alice Kassanavoid, Committeeperson No. 4 Jordan Fox
- b. Oppose: None
- c. Abstain: Committeeperson No. 2 Ross Brandt Kahrahhah (absent)

Old Business

Executive Session

Tribal Council Remarks



Authorization of Application for Elder Services Funding from the Administration for Community Living/Administration on Aging Older Americans Act Title VI Nutrition, Supportive Service and Caregiver Grants (Parts A/B and C) and Participation in Cycle IX of the National Resources Center on Native American Aging Needs Assessment "Identifying Our Needs: A Survey of Elders"

WHEREAS, the Comanche Nation is a federally recognized Tribe existing and acting pursuant to its inherent and retained sovereignty; and

WHEREAS, the Comanche Business Committee is empowered to act in all matters that concerns the health, safety, and wellbeing of the Tribe and its tribal members; and

WHEREAS, the Administration for Community Living endorses the National Resource Center on Native American Aging (NRCNAA) and its partnership with Tribal Nations to identify the needs of American Indian and Alaska Native elders nationwide via the needs assessment, in which the NRCNAA and the Tribe/Consortium assume the following responsibilities:

The NRCNAA will provide:

Needs assessment instruments, assistance in sampling, training of interviewers, consultation with interviewers via email or telephone, data entry and analysis, data storage on a secure server, production of tables and comparisons with national statistics; and

The Tribe will provide:

A Tribal Resolution documenting participation in the needs assessment, A count of elders, Interviewers or volunteers to conduct the survey, Interpretation of the results with local input, Development of recommendations for actions, Dissemination of the results to tribal leaders and health officials; and

WHEREAS, summary information from needs assessment along with a national comparison report will be returned to the governing council and to the local contact person; and

WHEREAS, data sovereignty, confidentiality, and safeguarding are of utmost importance; therefore, the information is collected anonymously, data is stored on a secure server for the life of the NRCNAA, and physical copies of the needs assessments will be stored within a locked storage cabinet at the University of North Dakota (UND) School of Medicine & Health Sciences for a period of ten years as outlined in the UND's Records and Retention Schedule; and

NOW THEREFORE BE IT RESOLVED, that the Comanche Nation respectfully requests funding for the Administration for Community Living/Administration on Aging Older Americans Act Title VI grants (Parts A/B and C) for the grant period of April 1, 2026, to March 31, 2029. Additionally, the Comanche Business Committee authorizes participation in the "Identifying Our Needs: A Survey of Elders" needs assessment and grants permission to the National Resource Center on Native American Aging to use all collected needs assessment information in an aggregate format for disseminating state, regional, and national results from analyses of the data; and



BE IT FURTHER RESOLVED, that specific information collected within the boundaries of Comanche Nation belongs to Comanche Nation and may not be released in any form to individuals, agencies, or organizations without additional tribal authorization.

CERTIFICATION

The foregoing Resolution was adopted at a regular meeting of the Comanche Business Committee held on the 7th day of June, **2025**, at the Comanche Nation Tribal Complex, Lawton, Oklahoma, by a majority vote of ___ for, ___ against, and ___ abstaining, a legal quorum being present.

Forrest Tahdooahnippah, Chairman

ATTEST:

Robert Tippeconnie, Secretary/Treasurer



RESOLUTION ADOPTING TO AMEND THE HUMAN RESOURCES POLICIES AND PROCEDURES PREVIOUSLY APPROVED ON APRIL 5, 2025

WHEREAS, the Comanche Nation is a federally recognized Indian Tribe with a Constitution approved by the Secretary of the Interior of the United States on January 9, 1967, to safeguard tribal rights, powers and privileges to improve the economic, moral, educational, and health status of its members; and

WHEREAS, the Comanche Constitution, Article VI, Section 7(f), provides that the Comanche Business Committee has the authority to implement, administer, and report on progress of programs adopted by the Tribal Council; and

WHEREAS, Comanche Nation recognizes the need for continued refinement and modernization of its operational guidelines, the Comanche Nation Tribal Government hereby resolves to adopt revisions to its Human Resources Policies and Procedures, originally updated and changed on April 5, 2025.

WHEREAS, this amendment specifically addresses key areas including the management of Personnel Files and Medical Folders, the classification and benefits afforded to Permanent Part-Time Employees, and the entitlements of Non-Exempt Employees.

WHEREAS, furthermore, these revisions clarify the application of Fringe Benefits to Longevity Pay, the administration of Leave Without Pay (LWOP) and Administrative Leave, the stipulations regarding Required Employment Status, and the designation of recognized Holidays.

WHEREAS, to ensure employee well-being and support, adjustments have been made to the Employee Assistance Program (EAP), alongside updates to the Dress Code and enhancements to the Appeal Process, all designed to foster a fair, equitable, and supportive work environment within the Comanche Nation Tribal Government.

NOW THEREFORE BE IT RESOLVED that the Comanche Business Committee hereby adopts the Human Resource Policies and Procedures attached hereto as Exhibit 1; and

BE IT FURTHER RESOLVED, the Comanche Business Committee, acting for and on behalf of the Comanche Nation, does hereby authorize this Resolution for such intent.

CERTIFICATION

The foregoing Resolution was adopted at a regular meeting of the Comanche Business Committee held on the 7th day of June, **2025**, at the Comanche Nation Tribal Complex, Lawton, Oklahoma, by a majority vote of ___ for, ___ against, and ___ abstaining, a legal quorum being present.

COMANCHE

Forrest Tahdooahnippah, Chairman

ATTEST:

Robert Tippeconnie, Secretary/Treasurer

COMANCHE NATION HUMAN RESOURCES POLICIES AND PROCEDURES

REVISED 06/07/2025



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SECTION I

HISTORY INTRODUCTION



The Comanche Nation is governed by the Constitution of the Comanche Nation, which was ratified on November 19, 1966, and has been amended several times afterward. The Tribal Council which consists of all enrolled members over the age of 18 years is the Supreme Governing Body of the Comanche Nation as stated in the constitution.

A total of seven elected officials are voted into office by the Tribal Council that makes up the Comanche Business Committee (CBC). According to the Comanche Constitution Article VI Section 1. "The Comanche Business Committee shall be composed of seven (7) members of the Comanche Nation who are at least twenty-one (21) years of age and be elected as provided in Article VII of this constitution."

"The Comanche Business Committee shall consist of a Comanche Tribal Chairman; Comanche Tribal Vice-Chairman; Comanche Tribal Secretary/Treasurer and four seats of Committeemen. The Tribal Administrator is also elected by the Tribal Council and is responsible for the day-to-day operations of the Tribal Government."

The Comanche Nation holds an annual meeting on the third Saturday in April, where nominations are accepted for the CBC positions, and the annual budget is discussed.

SECTION II

COMANCHE NATION HUMAN RESOURCE

POLICY & PROCEDURES

- I. INTRODUCTION** – To successfully carry out the Comanche Nation’s (CN) mission of serving our tribal enrolled members, we strive to create a workforce that reflects, understands and relates to the community we serve. The Comanche Nation bases all matters of human resource management, including but not limited to, appointment, promotion, layoff, compensation, benefits, training, selection for training, or any other term, condition, or privilege of employment on “merit only” principles, without regard to factors which are not related to an employee’s competence, fitness or performance concerning his or her job so that fairness and impartiality govern all matters of human resource management. It is the policy of the Comanche Nation to maintain a working environment free of discrimination which is unlawful and prohibited by the CN. The CN follows all tribal, federal and state laws with respect to the employment policy. Further, the CN does not tolerate harassment in the workplace and strives to create a work environment where every employee is treated equally. It is the responsibility of all CN employees to help create a working environment where all employees and tribal citizens are respected and valued.
- II. ROLE OF THE CBC** – The elected members of the Comanche Nation Business Committee (CBC) are in charge with the lawmaking and policy making powers of the Comanche Nation.
- III. ROLE OF THE TRIBAL ADMINISTRATOR** – The Tribal Administrator (TA) supervises the day-to-day operations of the tribal government and oversees the department programs. The TA is responsible for enforcing the Comanche Nation laws and ordinances. The TA must recommend and establish such administrative measures as necessary to carry out the CBC’s policies and directives in the most efficient manner. All personnel actions shall be subject to the final review of the TA.
- IV. ROLE OF THE EMPLOYEE** - The employee bears the responsibility of doing the work necessary to fulfill the ultimate objective and goal of the Comanche Nation; which is a service to the CN tribal members and the community. It is the activity of the employee which creates in part the public’s impression of CN government’s efficiency.
- V. INTERPRETATION OF HUMAN RESOURCE (HR) POLICIES** – The Human Resource Management shall provide administrative interpretation of HR policies to the various department directors and act in a staff and advisory capacity to the TA.

 - A. Department Policies** - A department director shall create internal department Standard Operating Procedures (SOPs) which is a set of detailed step-by-step instructions that describe how to carry out any given process. Processes are constantly changing, employees will come and go, but the CN has to keep delivering high-quality services regardless of the obstacles. SOPs help you break down even the most

complex process, so the next employee can complete the job from start to finish.

- VI. SCOPE OF POLICIES** – This policy and procedure manual supersedes all previous manuals, handbooks, letters, memoranda and understandings. The CN Human Resource policy and procedures apply to all CN employees who are paid through the payroll system and Tribal Government organizational chart. Persons working for the Nation on retainer or under a contract shall not be considered a tribal employee. The CN specifically reserves the right to repeal, modify, or amend these policies at any time, with or without notices. Any changes to the policy shall be approved by resolution from CBC. If approved, all amendments will be distributed to all employees. All approved changes will require a new acknowledgment form to be signed by all employees. If these policies conflict with the Comanche Nation Constitution, then the Constitution will take precedence.
- VII. DIVISION OF RESPONSIBILITY** – Every Director, Manager, and Supervisor will be responsible for enforcing the provisions of these policies and procedures in cooperation with the Human Resources department on all matters pertinent to their department. The Human Resources department shall have the responsibility of developing, administering, and interpreting the Human Resources policies and procedures as they apply to all departments and employees. The overall authority for Human Resources management rest on the Tribal Administrator.
- VIII. EFFECTIVE DATE** – The provisions of this manual shall become effective immediately by the approved resolution of the CBC.

SECTION III

EMPLOYMENT AND SELECTION PROCESS

I. COMANCHE AND VETERAN PREFERENCE

- A. It is the policy of the Comanche Nation to provide jobs for its members, to promote the general welfare of its membership, and to improve the economic status of its members. The Nation accomplishes these aims by hiring and promotion preference to enrolled tribal members and their families which can lead to self-sufficiency, economic prosperity, and vibrant communities. The Nation also provides preference to military veterans.
- B. Tribal and veteran preference in employment decisions will be prioritized in the following order:
 - 1. Comanche enrolled veteran
 - 2. Comanche enrolled tribal member
 - 3. Spouse or dependent of Comanche tribal member
 - 4. Member of a federally-recognized tribe and veteran
 - 5. Member of a federally-recognized tribe
 - 6. Veteran
 - 7. All other applicants
- C. Applicants must submit a Tribal identification card, Certificate of Degree of Indian Blood Form 4432, or DD Form 214, in order to qualify for preference.
- D. Such preferences shall be used in recruiting, interviewing, hiring, training, reassigning, transferring, retaining, and promoting employees

II. EQUAL OPPORTUNITY – Subject to the Native Preference as described Section I. D. or any federal laws or rules of a funding source, the Comanche Nation ensure equal opportunity. All employees and applicants shall be assured fair treatment in all aspects of personnel administration without regard to political affiliation, race, color, national origin, sex, disability, religion, and there shall be proper regard for their privacy and constitutional rights as citizens.

- A. Merit Principles – All employees shall be governed by these basic merit principles:
 - 1. Recruiting, selecting and advancing employees based on their relative knowledge, skills and abilities;
 - 2. Providing equitable and adequate compensation;
 - 3. Training employees, as needed, to assure high quality performance;

4. Retaining employees based on the adequacy of their performance, correcting inadequate performance and separating employees whose inadequate performance does not improve; and
5. Assuring those employees are protected against coercion for political purposes and are prohibited from using their official authority for interfering with or affecting the results of an election or a nomination for the office.

- B. Role of Human Resource Department – One primary function of the Human Resource Department shall be to provide equal employment and/or promotional opportunities to all applicants and at the same time identify the best qualified applicants. The hiring supervisor will play a role in determining the skills, knowledge, and abilities required to qualify for positions.

The Human Resource Director may grant exceptions for temporary, part-time, and seasonal employees.

- C. Policy on Ex-Offenders – The Comanche Nation accepts applications from tribal members who have arrest and conviction records and considers employment for those who appear to be at no risk to the Nation.

1. The nature of the crime is taken into consideration and the position for which they are applying.
2. Each case is judged on its own merit.
3. Human Resource Manager and Tribal Administrator will take into account such matters as:
 - a. The nature and seriousness of the offense;
 - b. The circumstances under which it occurred;
 - c. How long ago it occurred;
 - d. Whether or not it was an isolated or repeated incident;
 - e. The person's age at the time it was committed,
 - f. Social conditions which may have contributed to the offense;
 - g. Evidence of rehabilitation; and
 - h. The kind of position of which the applicant is seeking.
4. Each felony case is decided on its own merits considering the nature of the position for which application is made, except those persons who have had felony convictions are prohibited by law from being employed in any capacity as a Comanche Nation Police Officer. For any employee convicted of sex crimes against children are not eligible to work for programs that serve children or for programs in close proximity to those that serve children.

5. Any employee convicted of any crimes against elders are not eligible to work for programs that serve elders and provide elder care or will work in close proximity to those programs that serve elders.
6. An applicant or employee's ex-offender status will remain confidential to be handled by the Human Resource Department, hiring Director, Tribal Administrator, and the particular individual involved, unless the individual desires to make this information known.

III. ELIGIBILITY

A. Age Requirements

1. Full-time Employment - The minimum age of any applicant who will be considered for full-time employment with the Comanche Nation shall not be less than eighteen (18) years of age.
2. Part-time/Temporary Employment – The minimum age of any applicant who will be considered for part-time employment with the Comanche Nation shall not be less than required by law.

B. Application Qualifications

1. The position classification specification and/or job description shall provide the basis for considering applicant minimum, qualifications.
2. The Comanche Nation recognizes the constraints of limited tribal budget dollars and the changing needs of the work are for special skills and abilities of employees.
3. To provide necessary adaptability, the department director, subject to the approval of the Human Resources Director, may set appropriate qualifications for applicants that may apply for a particular position vacancy prior to the vacancy being advertised.

C. New Hire Testing

1. The examination may consist of oral interview/application review, a structured questionnaire, practical test, written test, assessment center, physical agility test, etc. In all cases, testing will be job related and designed to determine the applicant's knowledge, skills and abilities for the position.
2. Examination contents are confidential and unauthorized disclosure to any candidate is grounds for discipline.
3. In certain situations, outside consultants may be utilized to assist with the test development.
4. The Human Resource Department will administer the testing process unless otherwise designated to the affected department.

5. The Human Resources Department shall ensure that all testing is based on bona fide occupational qualifications.

D. Physical Examinations and Drug Screens

1. Applicants who are offered employment, may be required to submit to a physical examination, the passage of which shall be a condition precedent to being placed in a Comanche Nation position.
2. All applicants who are offered employment will be required to submit to a drug screen, the passage of which shall be a condition precedent to being placed in a Comanche Nation position.
 - a. The Human Resources Department shall contact the selected applicant to schedule their physical and/or drug examination.
 - b. If the results of the examination(s) are acceptable, the Human Resources Department shall inform the hiring supervisor.
 - c. If the results of the examination(s) are unacceptable, the selected applicant will not be considered for employment and will be notified by the Human Resources Department.

E. Citizenship Requirement

1. Employees of the Comanche Nation shall be citizens of the United States of America or have appropriate documentation of a legal right to work from the U.S. Immigration Department.
2. Comanche Nation HR will verify the eligibility of all individuals hired to work in the United States by requiring the completion of a United States Citizenship and Immigration Service (USCIS) Form I-9.

IV. RECRUITMENT

- A. Employees for all department will normally be recruited through the Human Resources Department. The hiring supervisors along with the hiring panel will make a selection from the qualified applicants by a ranking status based off a point system.

1. The hiring decision will be from the department supervisor's recommendation to the Tribal Administrator from the hiring panel.
2. The top three applicants will be review and discussed prior to the final decision being made.

B. Vacancy

1. A vacancy shall be defined as an opening within a classification for all budgeted position for which funds have been appropriated.
2. The hiring supervisor must request that the position be filled, and the department director, Finance Director, Human Resources Director, and the Tribal Administrator must approve such request.
3. Hiring supervisors will notify the department director and the Human Resources Department as soon as possible after learning of a pending or existing vacancy.

C. Recruiting Notices

1. The Human Resources Department shall draft an employment announcement based upon information in the classification specification and submit it to department director for approval.
2. The final announcement shall be prepared and distributed by the Human Resources Department.
 - a. The Human Resources Department is responsible for the advertisement of all vacancies. The Human Resources Department, in cooperation with the hiring department, will post all job vacancies. Job vacancies will be advertised externally to the public, except in special cases where internal recruitment is deemed appropriate. Individuals may be recruited from a geographic area as wide as is necessary to assure obtaining well-qualified candidates for the various types of positions.
 - b. The Human Resources Department shall distribute the position vacancy notice to all departments after receiving approval from the Human Resources Director. Each department is responsible for immediately posting the position on their bulletin boards.
 - c. Employment announcements shall be posted in all departments for a period of not less than five (5) working days prior to filling the positions, in order for employees to be made aware of approved and posted vacancies.

D. Internal Transfers

1. To qualify for an internal transfer, employees must:
 - a. Have completed at least six (6) months in their current position.
 - b. Maintain satisfactory performance, attendance, and disciplinary records.
 - c. Meet the qualifications and requirements of the new position.

2. Transfers Types

- a. Lateral Transfers – Moving to a position with similar responsibilities and pay.
- b. Promotional Transfers – Advancing to a position with greater responsibilities and higher pay.
- c. Departmental Transfer – Moving to a different department or division within the organization.

3. Application Process

- a. Employees must submit an Internal Transfer Request Form to Human Resources.
- b. Human Resource will review the request and verify eligibility.
- c. If eligible, the employee may apply for open internal positions through the standard application process.
- d. The hiring manager and Human Resource will conduct interview and make a selection based on qualifications, performance, and organizational needs.
- e. If selected, the employee's current and new supervisors will coordinate a transition plan.

4. Approval & Notification

- a. The final decision on internal transfers is subject to approval by the Human Resource Department and the review of the Tribal Administrator.
- b. Employees will receive a written notification of the decision within ten (10) business days of their application.

5. Transition Period

- a. A standard two (2) weeks' notice is required unless otherwise agreed upon.
- b. Human Resource and both departments will collaborate to ensure a smooth transition with minimal disruption.

6. Exceptions & Special Circumstances

- a. Exceptions to eligibility requirements may be granted at the discretion of Human Resources and executive leadership.

- b. If an internal transfer is due to restructuring, workforce reduction, or other organizational needs, affected employees will receive priority consideration for open positions.

7. Confidentiality & Non-Retaliation

- a. All transfer requests and discussions will remain confidential.
- b. Employees will not face retaliation for requesting an internal transfer.

V. APPLICATIONS

- A. Applications are developed by the Human Resources Director and approved by the Tribal Administrator. Applications shall be submitted to the Human Resources Department to initiate the employment process.
- B. Employees working within the Comanche Nation shall be given equal opportunity to apply for any approved and posted vacancy in any department of the Comanche Nation for which the applicant meets minimum qualifications.
- C. Employees who apply for the position but work at the Comanche Nation Gaming Commission, Comanche Nation Entertainment, Comanche Nation Housing Authority, and Comanche Nation Enterprises location from the Comanche Nation government shall:
 - 1. Be treated as internal transfers rather than new hires;
 - 2. Their employment is treated as continuous;
 - 3. This means their benefits, and tenure-related rights (e.g., leave accruals) are preserved;
 - 4. The employee should be informed if there will changes in their job role, compensation, or benefits after the transfer;
 - 5. Any changes need to comply with labor laws and contractual agreements; and
 - 6. While not a full onboarding, some administrative updates may be necessary (e.g., system access, payroll updates, or new work location set-up).
- D. All applicants must submit their application no later than 5:00 p.m. on the closing date set forth on the position vacancy notice.
 - 1. Applications for a position will not be accepted after the published closing date and/or receipt date.
 - 2. If there are not sufficient qualified candidates at the closing date, the position will be re-opened and advertised. Acceptance of an application by the Human Resources Department does not constitute employment.

3. Applicants may be disqualified for consideration for employment when any of the following facts exist:
 - a. They do not possess the minimum qualifications for the job;
 - b. They have an unsatisfactory employment record or personal record, as evidence by information contained on the application form or by the results of background and reference checks;
 - c. They have made a false statement on any material facts or practices deception in their application;
 - d. The applicant is not within the legal age limits prescribed by law; or
 - e. They are physically, mentally or otherwise unable to perform the duties of their job position with or without accommodation.
4. The Human Resources Department shall retain all applications received for a period of three (3) years.

VI. SELECTION PROCESS

- A. The Human Resources Department shall select the most qualified applicants for consideration to the hiring manager.
- B. Consistency shall be maintained in the selection process utilized for all candidates. Selection processes must be job-related and designed to measure job knowledge, skills and abilities, experience and education.
 1. Such consistency is maintained through the grading applications using a point system.
 2. The point system classifies jobs as general or specialized. For general jobs, points are awarded for education and experience on a generalized basis; whereas, for specialized jobs, points are only awarded for specific and specialized education and experience.
 3. Comanche and veteran preference shall apply in the point system as follows:
 - i. Comanche enrolled veteran—0.7 points
 - ii. Comanche enrolled tribal member—0.6 points
 - iii. Spouse or dependent of Comanche tribal member and veteran—0.5 points
 - iv. Spouse or dependent of Comanche tribal member—0.4 points
 - v. Member of a federally-recognized tribe and veteran—0.3 points
 - vi. Member of a federally-recognized tribe—0.2 points
 - vii. Veteran—0.1 points
 - viii. All other applicants—0 points
 4. Point-graded applications will be used to determine which candidates receive an interview. Only candidates that meet the minimum

qualifications of the job and have a realistic chance of employment will be interviewed.

- C. After interviewing candidates, the interview panel shall notify the Human Resources department of the name of the applicant they recommend for employment. No commitment to hire will be made at this step.
- D. Hiring managers may be asked to participate at steps (a) and (b) if the position is of a highly technical or specialized nature.
- E. The Human Resources Department shall contact the selected applicant to make the conditional offer of employment.
 - 1. Conditions of employment may include passing a physical examination, drug screen, driving record check and background investigation;
 - 2. The Comanche Nation reserves the right to conduct a background investigation that includes an investigation of employment history, personal references, education, criminal background, and other related information;
 - 3. If the applicant meets all conditions for employment, the Human Resources Department shall notify the selected applicant of the time and date to report to the Human Resources Department or designated area for orientation; and
 - 4. The Human Resource Department shall notify all applicants not selected.

VII. EMPLOYEE ORIENTATION

- A. All new full-time employees of the Comanche Nation will be scheduled to meet with various Human Resources representatives on their first day of work for the general orientation.
- B. Various enrollment forms and information on employee benefits and Comanche Nation policies and operations will be explained and distributed.
- C. Every employee shall be provided a copy of the Human Resources Policy upon orientation. An acknowledgement form will be signed by the employee and placed in the employee's personnel file, once they have received the policy.
- D. The hiring department shall provide additional information to the new employee, including:
 - 1. Work standards and regulations;
 - 2. Hours of work, time keeping, leave requests;
 - 3. Duties of the position;
 - 4. Safety rules and procedures, location of safety or protective equipment;
 - 5. Tour of the work area, including location of equipment, supplies, etc.;
 - 6. Schedule for lunch and breaks;
 - 7. When and whom to report absence from work;

8. Who is responsible for performance review;
9. Introduction to co-workers; and
10. Smoking and Tobacco Use is permitted ONLY in marked designated areas.

E. Personnel Files

1. The Human Resources Department will establish the following two (2) personnel records for each employee:
 - a. Personnel Folder
 - i. Application
 - ii. Official Training Records
 - iii. Current Identification cards
 - iv. W-4
 - v. Personnel Action Forms
 - vi. Evaluations
 - vii. Deductions – Garnishments
 - viii. Correspondence
 - b. Medical Folder
 - i. Drug Screens (Pre-employment, Randoms & Suspicious Activity)
 - ii. Doctor's Notes
 - iii. Benefit Applications
 - iv. Beneficiary Information
 - v. 401K Enrollment & Loan Information
 - vi. Life Insurance Applications
2. Subject to the Open Records Code, personnel files and information in the medical file shall be confidential, only on a need-to-know basis will a director and/or supervisor be privy to this information and must be approved by the HR Director through the Tribal Administrator.
3. Law Enforcement, legal, or an investigation agency for purposes of workman's compensation will be able to review the employee's medical file.
4. Employee records should be accurate and updated with all personnel matters.
5. It is the sole responsibility of each employee to notify Human Resources department of any changes such as marital status, mailing address, telephone numbers, addition and deletion of dependents, names of emergency contacts, educational accomplishments, Consolidated Omnibus

Budget Reconciliation Act (COBRA) qualifying events, and any other status changes.

6. Upon separation of employment from the Nation:
 - a. An employee's personnel file will be placed in an inactive status for a period not to exceed six (6) months.
 - b. The entire contents of the folder will be archived for seven (7) years.
 - c. A one-page record of employment shall be maintained permanently for each separated employee on an excel spreadsheet of the following information.
 - i. Last Name, First Name;
 - ii. Last four of social security number;
 - iii. Date of birth;
 - iv. Position;
 - v. Length of service;
 - vi. Rate of Pay; and
 - vii. Reason for separation.
 - d. After seven (7) years, the file will be permanently destroyed (i.e., shredded).

F. Time Clock Procedures

1. In compliance with the Fair Labor Standards Act (FLSA), the following rules apply to recording time worked:
 - a. Exempt employees may be required to clock in and out at the discretion of the Tribal Administrator.
 - b. Non-exempt employees are required to clock in when they begin work, and must clock out when they go off duty.
 - c. Non-exempt employees are required to clock out any time they leave the work site for any reason other than assigned duties, except during designated fifteen (15) minute break times. Not to exceed two breaks a day.
 - d. Falsifying time records is a violation of the law. Employees found to be falsifying time; submitting time or time adjustments contrary to hours actually worked, will be subjected to disciplinary action, up to and including termination.
 - e. At the end of each work period, employees must approve their recorded time. Once approved by the employee, recorded time

must be approved by the direct supervisor, manager and/or director prior to payroll processing.

VIII. EMPLOYMENT STATUS

A. Full-time

1. A full-time position is a budgeted position that requires working a full, regularly scheduled work period established by the department and includes eligibility for benefits.

B. Permanent Part-time

1. A permanent part-time position is a budgeted position scheduled to work on a regular basis and no more than twenty-nine (29) hours, per week during October 1st through September 30th of each year.
2. This position does not include benefits, however; it does accumulate vacation and sick leave hours at a reduced rate. Half the benefit of Full-Time employees.

C. Temporary or Seasonal

1. A temporary or seasonal job is scheduled for seasonal or irregular work periods during the year and does not include benefits.
2. All employees who are employed during seasonal periods and/or irregular work periods during the year, or to temporarily replaced an injured employee, shall be considered as temporary employees and shall not be entitled to accumulate vacation time, sick leave, or other benefits to which permanent employees are entitled.

D. Probationary Period

1. All new full-time employees, except those in seasonal or temporary status, shall complete a satisfactory probation period of six (6) months (one year for police officers and firefighters) following the effective date of their employment.
2. The probationary period is designed to give the employee time to learn the position and to give the manager's time to evaluate the employee's potential and performance.
3. Work performance shall include, but not limited to the following:
 - a. Job proficiency;
 - b. Adaptability;

- c. Dependability;
 - d. Ability to take instructions;
 - e. Work relations with other employees; and
 - f. Ability to contribute to the good of overall Comanche Nation service to the people.
- 4. It is expected that informal evaluations by the manager and/or supervisor will be conducted during the course of the probationary period to assess performance and to advise employees of expectations regarding performance.
- 5. During the probationary period the employee will not have access to the grievance procedure.
- 6. Before the end of the probationary period, the department manager or designee will decide whether the employee shall:
 - a. Be accorded permanent status. After an employee has successfully passed the probationary period, their service with the Comanche Nation shall not be terminated except for cause or for the good of the service;
 - b. Seasonal or temporary employees shall not be entitled to permanent status;
 - c. Have their probationary status extended;
 - d. Be dismissed; or
 - e. At any time during the established probationary period, the Comanche Nation reserves the right to terminate the probationary employee's service on the basis of unsatisfactory performance or on the basis of other reasons deemed sufficient by the Comanche Nation, without the right of appeal or hearing. The employee shall be informed in writing of the termination.

SECTION IV

CLASSIFICATION PLAN

I. POSITION CLASSIFICATION PLAN

- A. The Position Classification Plan includes, but is not limited to, an outline of classes or positions, and class specifications in such form as prescribed by the Human Resources Director and approved by the Tribal Administrator, or designee, and from time to time amended.
- B. The classification specification gives accurate descriptions and titles of each position.
 - 1. Many positions are grouped together according to the nature of work, level of difficulty and responsibility, and comparable education and qualifications required at the time of recruitment.
 - 2. Whenever a department director proposes the establishment of a new position or makes a significant change in the duties and responsibilities of the existing position, this shall be reported to the Human Resources Director, and adjustments in class or grade may be made with the Tribal Administrator, or designee, approval.
 - 3. If approved, a job description shall be created and/or written incorporating these changes by the department director, manager, or supervisor.
- C. The evaluation system used to classify positions in the Comanche Nation is a comprehensive study that includes, but is not limited to, consideration of the following position attributes:
 - 1. The knowledge required by the position;
 - 2. The supervisory controls and responsibilities of the position;
 - 3. The complexity;
 - 4. The scope and impact the position may have on the Comanche Nation operations; and
 - 5. The physical demands of the position and its associated work environment.
- D. Uses of the Classification Plan. The Classification Plan shall be used:
 - 1. To establish education and work experiences qualifications and standards for recruiting, testing, and other selection purposes;

2. To provide directors and supervisors with a means of analyzing work distribution, areas of responsibility, line of authority; and other relevant relationships between individuals positions and groups of positions;
3. To assist in determining personnel service costs and in projecting such cost for annual budget requirements;
4. To provide a basis for developing standards of work performance and relating them to goals or objectives; and
5. To establish lines of promotional and career opportunities and to indicate employee training needs and development potentials.

E. Administration of the Classification Plan

1. The Classification Plan is not static and is not intended to fix positions permanently into classes.
2. The plan shall be administered continually to adapt to changing conditions.
3. Three possible changes in the Plan itself are:
 - a. Creation – A new classification will be created for those positions that do not conform to any existing classification.
 - b. Abolition – A classification will be abolished whenever the Comanche Nation no longer needs that classification.
 - c. Reclassification – A classification will be revised to when there have been substantial and permanent changes to the duties performed.

II. REQUEST FOR RECLASSIFICATION

- A. When the duties of a current position substantially change, the department director shall submit a written recommendation to the Human Resources Director including justification for the reclassification, emphasizing changes in position responsibilities or requirements for qualifications (i.e.; experiences, education, certifications, etc.).
- B. The Human Resources Director will review the request.
 1. If the request is justified, a job audit may be conducted.
- C. If approved, the Human Resources Director will take the necessary steps to affect the reclassification.
 1. The Tribal Administrator shall be the final decision maker for all reclassification requests.

2. If the Tribal Administrator does not concur with the request, the department director will be provided with reasons.
3. The Tribal Administrator decisions regarding classification designations and reclassifications shall be final and not subject to grievance.

SECTION V

COMPENSATION

I. WAGES

- A. will be paid every other Friday unless payday falls on a holiday, in which case employees will be paid on the last normal workday prior to the holiday.
- B. Timekeeping – Tribal, Federal and State laws require employers to maintain accurate records of time worked by non-exempt employees. In addition, timely and accurate records ensure timely and accurate wage payments.
 - 1. All non-exempt employees must accurately record their work time and submit their timesheet or other approved documentation at the end of each pay period for approval.
 - 2. Employees who fail to submit timely and accurate work time at the end of each pay period or fail to submit work time at all may be subject to disciplinary action.
 - 3. Employees should review their pay stubs and immediately report any errors or discrepancies to their supervisor.
 - 4. Any employee who knowingly misrepresents or falsifies documentation about their time worked will be subject to disciplinary action, up to and including termination.
- C. Direct Deposit – Employees shall receive their pay via direct deposit. Employees shall execute the required documentation to authorize the direct deposit of the employee's compensation into a financial institution of the employee's choice.
 - 1. The Comanche Nation Human Resources will still provide a detailed "check stub" through Human Resource System (e.g.; Paycom, ADP etc.) indicating the net amount of the employees pay, withholdings, accruals, and deductions.
- D. Debit/Credit Card – For employees who choose not to authorize direct deposit, they will be issued a debit/credit card. On pay days, their card will be "loaded" with the amount of their net pay. This card can be used to obtain cash or make purchases.

II. BONUSES

- A. The Human Resource Department along with the Finance Department will prepare a detailed Christmas bonus proposal to include the following:

1. Criteria for eligibility;
 2. Justification for bonuses; and
 3. Total budget allocation plan.
- B. The Comanche Nation Business Committee will review the proposal to ensure:
1. Alignment with financial capabilities and organizational policies; and
 2. Fair and merit-based distribution.
- C. If approved, a formal resolution is drafted, specifying:
1. The purpose of the bonus;
 2. The total amount and allocation method; and
 3. Any conditions or limitations.
- D. The resolution is discussed and voted upon during a Business Committee meeting.
- E. Once passed, the resolution is documented in the meeting minutes.
- F. The approved bonuses are distributed according to the resolution, with oversight from the Human Resources department.
- G. This approach will ensure accountability in bonus distribution.
- H. Prevents arbitrary or biased allocations.
- I. Keeps bonuses tied to the organizational performance and objectives.

III. HOURS OF WORK

- A. The nature of the services performed by the Comanche Nation makes it impossible for all departments to operate on the same schedule of working hours.
1. Working hours for department areas are different for continuing their work in a satisfactory and efficient manner.
 2. The designated workweek shall be defined according to that period of time requiring full-time service of the employee and regularly established by the various departments.
 3. Any changes to the work week shall have prior approval of the Tribal Administrator.
- B. It is the expressed desire of the Comanche Nation, subject to adequate funds and enough personnel, to standardize the workweek for all departments and non-salaried employees at forty (40) hours, except for Law Enforcement and Fire personnel.
1. The normal workday shall consist of eight (8) hours and the normal workweek shall be forty (40) hours.

2. The normal workday shall begin at 8:00 a.m., and end at 5:00 p.m., with one (1) hour for lunch.
 3. However, departments may establish special hours, schedules and workweeks for their department, for individual employees, as may be necessary to provide adequate service.
- C. In the interest of equity and uniformity; however, such special hours shall conform to the following provisions:
1. The standard hours that are established for full-time employees shall be forty (40) hours a week.
 2. Lunch periods may be established as between thirty (30) minutes and sixty (60) minutes.
 3. No lunch hour will be established for employees who are required to eat a meal while at work.
 4. Lunchtime, if established, shall be deducted from the workday in establishing the total hours worked.
- D. The daily and/or weekly schedules to be worked during the workweek shall not be changed unless at least seven (7) calendar days advance notice of the change is provided to the employees affected.
- E. Comanche Nation shall have the right, however, when it determines that such is necessary in the interest of efficient and responsive operations, to make temporary changes in the daily and/or weekly work schedules of individual employees or group of employees, and the requirement for advance notification shall not apply.
- F. Employees who are required to work shifts other than during the normal working hours may request to work a specific shift in accordance with the following provisions:
1. Employees may notify their supervisors, in writing, of their desired work shift.
 2. Except where impractical due to skill levels of employees or where special working conditions exist which would preclude certain employees from working specific shifts, shift assignment may be made on the basis of divisional seniority.
 3. Where shifts are regularly rotated among employees, the provisions of this section shall not apply.
 4. The above sections are not intended to affect the right of the employer to implement a reduction in force when necessary.

IV. REST PERIODS/REFRESHMENT BREAKS

- A. The purpose of this instruction is to inform employees of the general policy governing rest periods/refreshment breaks.
- B. Policy – The Comanche Nation employees normally will be allowed two (2) fifteen (15) minute refreshment breaks each day, one (1) in the morning and one (1) in the afternoon.
 - 1. The employer will make every effort to plan work so as to permit such rest periods.
 - 2. Unusual and emergency work situations may preclude the taking of rest periods during the work shift.
 - 3. Rest periods shall not be contiguous to the lunch period, may not be granted immediately after the beginning of the workday or immediately prior to the close of the workday, and may not be counted toward leave time.
- C. Procedure – Each department will be responsible for specific instructions for rest periods regarding their personnel following the general guidelines listed below:
 - 1. Instructions should take into account the mission, the geographical location of the employee, and the method to be used for taking the break.
 - 2. For those employees whose workday is in an office building complex, or in a department where refreshments are available, that should be no necessity for allowing travel time to and from a place where refreshments are dispensed.
 - 3. Employees whose work location is not in a location where refreshments are available may be allowed travel time, not to exceed five (5) minutes. Otherwise, provisions should be made to bring refreshments to the work site.
 - 4. The time spent within any place of business for a refreshment break shall not exceed fifteen (15) minutes.

V. OVERTIME WORKED

- A. Duty performed over and above the designated workweek shall be considered overtime work for certain classes of employees.
 - 1. The overtime work shall be paid in accordance to the Fair Labor Standards Act (FLSA), 1985, as amended.
 - 2. The provisions of these instructions are limited by applicable Tribal, Federal, and State Labor Laws, budget considerations and by the needs of

Comanche Nation. Tribal, Federal, and State Laws shall prevail, except where Comanche Nation standards exceed those laws.

B. Non-Exempt Employees

1. These employees are subject to the overtime provisions of the FLSA.
2. Employees assigned to this category will be compensated for the overtime as appropriate.
3. Compensatory time is approved time off the job with pay, and is earned by working in excess of the designated workweek and accepted by the employee in lieu of overtime pay.
4. Compensatory time shall be credited at the rate of 1.5 hours of compensatory time for each hour worked in excess of the designated workweek that is not paid as overtime pay.
5. Overtime pay is monetary compensation for approved hourly work time in excess of the designated workweek.
6. Time and one-half is overtime pay amounting to employee's normal hourly rate of pay, multiplied by 1.5.
 - a. All time worked in excess of an employee's eight (8) hour shift or forty (40) hours in a seven (7) day work period shall be compensated at the rate of time and one-half the employee's regular hourly rate.
 - b. Time spent on vacation, sick leave, or any other paid leave shall not count as hours worked for computing overtime pay for forty (40) hour a week personnel.
 - c. Employees shall be compensated in the form of overtime pay unless the Director through the Tribal Administrator approves the employee's request for compensatory time.
 - d. Maximum accrual of compensatory time which an employee may have at any one time shall be eighty (80) hours.
 - e. Maximum accrual for permanent part-time employees shall be forty (40) hours.
 - f. Overtime worked performed subsequent to maximum accrual of compensatory time shall be compensated by overtime pay.
7. A non-exempt employee who is call back to duty during normal off-duty hours, which is not contiguous to their regular work shift, shall be compensated for a minimum call-back of two (2) hours.
 - a. Should more than two (2) hours be required, they shall be compensated for the hours actually worked with travel time

returning to work being counted as hours worked, but travel time returning from work not being counted as hours worked.

C. Tribal Funds

1. Each Director, Supervisor, or employee whose duties require the expenditure of tribal funds must have knowledge and observe all applicable rules, regulations, and policies of those funds.
2. The certification of Time and Efforts Certification form must be completed semi-annually (every six (6) months) in a timely manner. This is a time sensitive document and is used for auditing purposes.
3. Request for Travel, Reimbursement, Purchase Orders, and deliverables for the funding shall be submitted in a timely manner in order to be in compliance.
4. No employee may use tribal purchase authority (even though reimbursement is made) for personal acquisitions.

D. Discretion to Assign Overtime and its Calculation

1. The decision of whether overtime is required to complete tasks shall be at the discretion of the Director, subject to the review by the Tribal Administrator. Except in emergencies, authorization for an employee to earn overtime pay or compensatory time shall require explicit approval by the Tribal Administrator or designee.
2. Compensatory time earned or taken shall not be reported as overtime. Conversely, overtime hours shall not be reported as compensatory time.
3. In all calculations of regular overtime, whether paid or compensatory time, time worked prior to or immediately following an employee's regular shift, shall be computed in no less than one-quarter hour (15 minutes).
4. Upon request by an employee's supervisor or other representatives of departmental management, employees shall be required to work overtime assignments; however, upon presentation of an excuse acceptable to management, such employee may be relieved from working the overtime assignment.
5. Any request for accrued compensatory time off shall be subject to the condition that granting the same will not adversely affect the operation of the department. The supervisor or designee shall authorize all such compensatory time off before it is taken.
6. At the discretion of the department director, an employee may be required to use compensatory and/or vacation hours when time off is requested, if the employee has reached or is nearing their maximum of either.
7. Upon separation, an employee shall be paid for the unused portion of their compensatory time.

E. Exempt Employees – Exempt employees are those considered not eligible for overtime pay or compensatory leave but may be eligible for consideration of administrative leave.

1. Salary deductions and absences.

- a. Exempt employees are paid on a salaried basis. While the FLSA recognizes that public employees must be held accountable to the public they serve, the FLSA affords the public employer the discretion to require exempt employees to use accrued leave when they are absent during a work period in order to maintain their salary.
- b. When an exempt employee is absent during a workweek, an amount of leave may be charged to account for the absence in order to maintain forty (40) hours.
- c. In the event an exempt employee does not have sufficient leave to cover the absence, the FLSA allows for deductions to be made from an exempt employee's salary for absences for personal reasons or because of illness or injury of less than one workday:
 - i. When permission for use of accrued leave has not been sought or has been sought and denied;
 - ii. When accrued leave has been exhausted; or
 - iii. When the employee chooses to use leave without pay.
- d. If an exempt employee is absent due to an FMLA qualifying condition, and has no accrued leave to cover the absence, the employee's salary can and should be docked for the absence.
- e. The reduction in the exempt employee's salary while absent for an FMLA qualifying condition will not jeopardize the employee's exempt status.
- f. The Comanche Nation may make deductions from pay of exempt employees for unpaid disciplinary suspensions of one or more full days imposed in good faith for infractions of workplace conduct rules.
- g. Such suspensions must be imposed pursuant to a written policy applicable to all employees. For example, the Comanche Nation may suspend an exempt employee without pay for violating a generally applicable written policy, such as a policy prohibiting sexual harassment, violence in the workplace, drug and alcohol violations and violations of tribal, federal and state laws.

VI. COMPENSATION PLAN

- A. The Compensation Plan shall include a list of positions by affiliation with an assigned salary range.

VII. PURPOSES OF COMPENSATION PLAN

- A. The basic function of the Compensation Plan is to provide structure that will enable the Comanche Nation to recruit, retain and reward competent employees.
- B. The Compensation Plan is designed to accomplish these goals by:
 - 1. Providing for equal compensation for work of equivalent responsibility;
 - 2. Establishing a method of rewarding employees for continued satisfactory or outstanding service;
 - 3. Facilitating adjustments to changing economic and employment conditions requiring changes in pay levels and interrelationships;
 - 4. Establishing pay rates which compare favorably with those of tribal organizations competing for competitive skills similar to those utilized by the Comanche Nation.

VIII. ADMINISTRATION AND MAINTENANCE OF COMPENSATION PLAN

- A. It shall be the responsibility of the Human Resources Director to administer the Compensation Plan.
- B. In order to maintain pay rates that are current, uniform, equitable, and competitive with other comparable employers of the same class, the Human Resource Director shall recommend to the Tribal Administrator desirable additions to, or changes in, the Compensation Plan including revisions of pay rates within the various salary ranges and changes of salary ranges for individual positions or classes.
- C. As a basis for such recommendations, the Human Resources Department shall conduct periodic analyses and review of the Compensation Plan and conduct periodic wage and salary surveys of the respective recruiting areas for the various classes.

IX. STANDARDS FOR DETERMINATION OF PAY RANGES

- A. Pay ranges shall be related directly to the Classification Plan, and shall be determined with consideration to ranges of pay for other classes:
 - 1. The positions relative importance and contribution to the Comanche Nation using specific factors such as the knowledge required, complexity,

supervisor responsibilities, work environment, and scope and effect as indicated by the class specification;

2. The recruiting experience of the Comanche Nation;
3. The availability of employees in particular occupational categories;
4. Prevailing rates of pay for similar employment in private industry and other jurisdictions in the various recruiting areas;
5. Employee Turnover;
6. Cost of Living Factors; and
7. The financial policies and economic considerations of the Comanche Nation.

B. Pay rates within the various salary ranges shall reasonably reflect the factors.

X. PERFORMANCE EVALUATION

A. Annual performance reviews are a key component of employee development.

B. The performance review is intended to be a fair and balanced assessment of an employee's performance.

1. They act as an official record of performance and can establish the basis for continued employment, promotions, or salary increases.
2. The objective of the annual performance review is to provide all employees and their supervisors an opportunity to:
 - a. Discuss job performance;
 - b. Set goals for professional development;
 - c. Establish objective for contributing to the department's mission; and
 - d. Discuss expectations and accomplishments.

C. Guidelines:

1. All employees will be evaluated using the appropriate forms provided by the Human Resources Department.
 - a. Performance evaluations should be conducted thirty (30) days prior to the employee's merit date.
 - b. An employee who does not receive at least a satisfactory evaluation shall be denied their merit increase (if applicable) and placed on probation for a period not to exceed one hundred and eighty (180) days.
 - c. During this time, the employee will be monitored by their supervisor.

- d. If performance improves satisfactorily, the employee will be eligible to receive the merit increase at that time.
- e. If job performance has not satisfactorily improved, the employee will not be eligible to receive the merit increase or be re-evaluated until the following year at the time of the original merit date.
- f. Employees who are at the top step of their pay range shall also be evaluated on yearly basis.
- g. Evaluations should include a conference between the employee and their supervisor.
- h. All performance evaluation forms will be forwarded to the Human Resources Department for placement in the employee's file.
- i. Performance evaluation results may be subject to the grievance procedure.
- j. It shall be the responsibility of each supervisor to evaluate their employees in a timely manner.

XI. APPLICATION OF STEPS IN PAY PLAN

- A. If budgeting allows, progression through the pay range shall be accompanied by a review of employee performance and, assuming satisfactory service, should proceed along the following lines:
 - 1. Step 1 to Step 2: After six months of satisfactory probationary service;
 - 2. Step 2 to Step 3: Consecutively, after one (1) year of permanent service;
 - 3. Subsequent steps should be considered sequentially in intervals of one (1) year of permanent service.
- B. Annual increases should be based on continued satisfactory service and on the positive recommendation of the employee's supervisor.
- C. Initial Appointments – The following provisions shall govern new employees:
 - 1. New employees will normally begin in Step 1 of their assigned range.
 - 2. However, provision is made to assign new employees to a higher step because of recruiting difficulty or experience level of the appointee.
 - 3. The decision to start a new employee beyond Step 3 may be implement upon recommendation of the Human Resources Director and approval of the Tribal Administrator.
 - 4. New employees who begin at Step 1 are eligible for a one-step merit increase after six (6) months satisfactory service with the Comanche Nation.
 - 5. After satisfactory probationary service and award of six (6) month period increase, the employee then becomes eligible for merit increases annually thereafter, based upon that merit date.

6. Employees who begin Step 1 may be considered for a one step merit increase after one (1) full year of service with the Comanche Nation.

D. Promotion – The following provisions shall govern pay rate upon promotion:

1. Upon promotion, an employee will be placed at a higher rate of pay as recommended by the department director and approved by the Human Resources Director and Tribal Administrator. Department directors shall aspire to provide a 3-6% increase, subject to availability of funds and at the discretion of the Tribal Administrator based on performance.
2. The employee's new merit date will be one (1) year from the date of promotion.
3. Employees who are promoted to a higher pay range where the appropriate pay rate is Step 1 of the new classification, shall be eligible for an increase after completing six (6) months of satisfactory performance in the higher classification.

E. Upon promotion, an employee shall be on probation for a period of ninety (90) days.

F. Reclassification/Upgrade – The following provisions shall govern the pay rate upon reclassifications/or upgrades:

1. Upon reclassification to a higher pay range, the employee shall be paid with the higher range that is nearest to, but not less than, the employee's former rate, wherever is greater, or other step within the range as recommended by the department director and approved by the Human Resource Director and reviewed by the Tribal Administrator. The employee's merit date will remain the same.
2. Upon reclassification to a lower pay range, the employee shall receive the minimum rate within the range that is nearest to the employee's former rate. The employee's merit date will remain the same.
3. If a position is upgraded to a higher pay range, the employee shall be paid within the higher range that is nearest to, but not less than, the employee's former rate, whichever is greater or other step within the range as recommended by the department director and approved by the Human Resources Director and reviewed by the Tribal Administrator. The employee's merit date will be one (1) year from the date of upgrade.

G. Demotion – A demotion is defined as moving an employee to a classification with a lower pay range, for which they qualified. This is done either at the request of the employee or for disciplinary reasons, upon recommendation of the supervisor and approval by the department director. The following provisions shall govern the pay rate upon demotion:

1. Voluntary Demotion: An employee may request demotion to a classification for which they are qualified. The employee initiates this request in writing to their supervisor. Such a demotion must be approved by the department director, Human Resources Director and the reviewed by the Tribal Administrator prior to implementation.
 - a. An employee approved for a voluntary demotion to a vacant position will be placed at the same letter step in that position salary range (i.e. “Step 3” to “Step 3”) or other step within the range as recommended by the department director and approved by the Human Resources Director and the reviewed by the Tribal Administrator. The employee’s merit day will remain the same.
 2. Disciplinary Demotion – The department director may, within the recommendation of the Human Resources Director and the approval of the Tribal Administrator, demote an employee for disciplinary purposes when the actions of the employee do not justify dismissal, or where the work of an employee has not been satisfactory.
 - a. The employee demoted shall be paid within the lower range at a step that represents approximately a one-step decrease in salary, but not less than Step 1 of that range.
 - b. The employee to be demoted must meet the qualifications of the position and an existing vacancy must exist unless otherwise approved by the Tribal Administrator.
 - c. An employee may be demoted by a reduction in pay step within their pay range in the same manner.
 - d. The employee’s merit date will be one (1) year from the date of the demotion.
 3. Promotional Probation Demotion – When an employee is demoted to their former position during the probationary period following a promotion, their pay shall be restored to the rate in effect prior to the promotion, as though a promotion had not been granted.
 4. In the event an employee is demoted during their probationary period, they shall be eligible for any increases they normally would have received had they not been demoted.
- H. Lateral Transfer – When a transfer is made from a department to another within the same classification or pay range, the base pay of the transferred employee may remain unchanged, with the consent of the receiving department.

- I. Working Out-of-Classification – If a supervisor directs an employee to perform the essential duties of a position in a higher pay range, that employee's pay rate shall be discussed with the departmental director.
- J. Exclusions – The pay rates identified under the Compensation Plan described in this section do not include reimbursement for travel expenses, automobile allowances, or other authorized expenses incurred in connection with official Comanche Nation business.
- K. Comanche Nation Salary – No employee shall be permitted under any circumstances to receive more than one salary from the Comanche Nation for any and all purposes.

SECTION VI

I. FRINGE BENEFITS

- A. Salary alone cannot be used to measure the total value of the Comanche Nation employment.
- B. The term “Fringe Benefits” refers to those added employment enhancements provided by the Comanche Nation to encourage its employees to remain in public service.
- C. Additional benefits of the Comanche Nation employment include:
 - 1. Health and Dental Insurance
 - 2. Life Insurance
 - 3. Paid Holidays
 - 4. Retirement Benefits
 - 5. Employee Assistance Program
 - 6. Travel
 - 7. Training
 - 8. Vacation Leave
 - 9. Sick Leave

II. EMPLOYEE ACCRUALS

- A. Definition – Approved time off for tribal government employees is call “Leave”. Every absence from duty must be accounted for by annual, sick, military, funeral, FMLA, or Leave without Pay (LWOP). It is the responsibility of the employee to adhere to the Leave Policy and to ensure leave is requested and approved in a timely manner to ensure coverage. All leave requested may not be approved so do not assume it is approved. All leave request is at the discretion of the director and/or the Tribal Administrator.
- B. Annual Leave (AL)
 - 1. Annual Leave shall be accrued from the date of employment but earned and credited to the employee at the end of the six (6) month probationary period.
 - 2. Annual leave may not be used until the employee has completed ninety (90) days of their six (6) month probationary period.
 - 3. The maximum balance amount of annual leave that may be accrued by an employee can never exceed one hundred and sixty (160) hours.
 - 4. Annual leave shall be earned as follows:
 - a. Any employee less than three (3) years of employment will accrue annual leave at the rate of two (2) hours earned weekly for a total of four (4) hours per pay period.

- b. An employee between three (3) to six (6) years of employment will accrue annual leave at the rate of three (3) hours earned weekly for a total for six (6) hours per pay period.
- c. An employee more than seven (7) years of employment will accrue annual leave at the rate of four (4) hours earned weekly for a total of eight (8) hours per pay period.

C. Sick Leave

1. Sick leave shall be earned at the rate of two (2) hours per week.
2. The maximum amount of sick leave that may be accumulated in one thousand forty (1,040) hours or twenty-six (26) weeks.
3. Sick leave is available for use as soon as the ninety (90) days of six-month probationary period is completed.
4. Employees who transfer may use sick leave during probation, on a case-by-case basis, with the approval from director.
5. An employee shall personally call the director and request sick leave two (2) hours in advance prior to scheduled shift, unless emergencies occur.
6. Director shall assure the following before approving sick leave:
 - a. The sick leave is for the illness or injury of the employee and direct relatives only;
 - b. Employees must provide a physician's excuse slip for absences exceeding three (3) consecutive days prior to returning to work;
 - c. Director may require a physician's excuse slip for any lesser period to prevent abuse of this policy.
7. No sick leave shall be earned when LWOP is charged.
8. Accrued sick leave balances are forfeited upon resignation, termination, or any other type of separation from the Comanche Nation employment.
9. No funds will be paid for accrued sick leave upon separation from employment.
10. Employees shall have the opportunity to donate accrued sick leave to the Comanche Nation sick leave bank, for other Comanche Nation employees to use within the following guidelines:
 - a. When a life-threatening illness or a health emergency occurs;
 - b. The requesting employee must submit a written request to the Tribal Administrator with a physician's statement attached;
 - c. The recipient employee must have exhausted all of her/his individual annual and sick leave balances;
 - d. Approved requested leave shall not be backdated to a previous leave, but can be applied to a current or active leave;

- e. Requests not exceeding eighty (80) hours may be approved by the director and the Tribal Administrator within fourteen days after submission;
- 11. The following guidelines will be considered when reviewing requests but are not limited to:
 - a. Current Sick Leave Used within a calendar year;
 - b. Current Annual Leave Used within a calendar year; and
 - c. The amount of leave in the sick leave bank should be a minimum of eighty (80) hours.
- 12. Requests exceeding the eighty (80) hours may be approved by the Tribal Administrator with all supporting information provided for reasoning;
- 13. The employee donating sick leave must have a minimum balance of one-hundred sixty (160) sick hours, at the end of the previous pay period, prior to donation; and
- 14. Donations shall be made in twenty-four (24) hour increments.

D. Family Medical Leave Act

1. Purpose

- a. This policy outlines employee right and responsibilities under the Family and Medical Leave Act (FMLA).
- b. Comanche Nation complies with FMLA to provide eligible employees with unpaid, job-protected leave for qualifying family and medical reasons.

2. Scope

- a. This policy applies to all eligible employees of the Comanche Nation as defined under the FMLA.

3. Eligibility

- a. Employee are eligible for FML leave if they:
 - i. Have worked for Comanche Nation for at least twelve (12) months.
 - ii. The twelve (12) weeks of FML leave can be taken consecutively, intermittently, or on a reduced schedule (if medically necessary)

- iii. Have worked at least twelve hundred and fifty (1250) hours during the twelve (12) months preceding the leave request.
- iv. Work at a location with fifty (50) or more employees within a seventy-five (75) mile radius.

4. How to Apply for FML Leave:

- a. Notify your supervisor and provide at least thirty (30) day notice if the leave is foreseeable (e.g., for surgery or childbirth).
- b. If the need for leave is unexpected (e.g., sudden illness or emergency), inform your employer as soon as possible.

5. Qualifying Reasons for Leave

- a. Personal Health Needs: A serious health condition that prevents the employee from performing the essential job functions.
- b. Family Member's Health Needs: To care for a spouse, child, or parent with a serious health condition.
- c. Childbirth of Adoption: The birth of a child or placement of a child for adoption or foster care, and to bond with the child within the twelve (12) weeks of birth or placement.
- d. Military Family Leave: To address qualifying events related to a spouse, child, or parents of active military duty or to care for a covered servicemember with a serious injury or illness (extended to twenty-six (26) weeks in this case). When the spouse of the employee active-duty service member is on leave orders during the time of deployment.

6. Submit Documentation:

- a. Complete your employer's FML request form.
- b. Provide Certification of Health Care Provider Form for medical - related leave.
- c. This must detail the condition, duration of leave and the necessity for time off.

7. Await Employer Approval:

- a. Human Resources has five (5) business days to inform you whether your leave is designated as FML leave.

8. Maintain Communication:

- a. While on leave, stay in touch with your employer about your return-to-work date or if circumstances change.

9. Employee Protections

- a. Job Protection: Employees are entitled to return to the same or equivalent position through completing their leave of twelve (12) weeks. It is not protected after the exhaustion of FML benefits of twelve (12) weeks.
- b. Continuation of Benefits: Employers must maintain the employee's group health insurance coverage during the leave period.
- c. No Retaliation: Employers cannot retaliate against employees for taking FMLA leave.

10. Serious Health Condition Definition:

- a. Employers must notify employees if their leave is designated as FMLA leave.
- b. A serious health condition includes inpatient care in a hospital or other medical facility.
- c. Continuing treatment by a healthcare provider.

E. Leave without Pay (LWOP)

1. Some reasonable excuses for LWOP include the following:

- a. Attendance at courses beneficial to the employee and the Comanche Nation; and
- b. Approved absences when annual or sick leave is not available.
- c. Approved absences and runs concurrent with FML Benefits.

2. Leave without pay must be approved in advance by the supervisor, otherwise the employee is considered Absent without Leave (AWOL).

- a. LWOP, not to exceed twelve (12) weeks, may be approved for employees when it is beneficial for both the employee and Comanche Nation.
- b. Eligible employees may take up to a total of six (6) consecutive weeks of unpaid leave during any twelve (12) month period, with the possibility of an additional six (6) consecutive weeks as approved by the Tribal Administrator, for one (1) or more of the following reasons:

- i. The birth and care of the new born or child of the employee;
 - ii. For placement with the employee of a child for adoption or foster care;
 - iii. To care for an immediate family member with a serious health condition; or
 - iv. To take medical leave when the employee is unable to work because of a serious health condition.
3. If the Director or the Tribal Administrator determines that the position of the employee shall be filled on a permanent basis; the affected employee shall have not guarantee that a position of similar pay and responsibility shall be available at the completion of the LWOP status.
4. The returning employee shall be given priority consideration for vacancies, but if none are available, the employee's employment shall be terminated.

F. Employee Education

1. Absence with pay for education purposes may be approved by the Director or Human Resources through the Tribal Administrator up to a total of three (3) hours per week and receive Administrative Leave, when it is determined that the courses of training taken by the employee shall benefit Comanche Nation.

G. Military Leave

1. Comanche Nation will permit up to thirty (30) days of military leave (ML) per year for employees on active military duty status. The rate of pay for such ML will be difference between military pay and benefits, and regular compensation (based upon Federal and State Uniformed Services and Re-Employment Rights Act of 1994).
2. After the thirty (30) days, Comanche Nation is under no obligation to continue paying the differential pay as noted above.
3. If serving extended active duty for more than thirty-one (31) days and up to five (5) years, the employee is entitled to rehire in the same or a comparable position, or a position they would have obtained had they not been called to active duty; or
4. A full-time employee who is a member of any reserved component of the U.S. Armed Forces shall be authorized paid leave of absence for required training or duty for a period not exceeding fifteen (15) working days during any calendar year.

H. Administrative Leave

1. Employees are expected to serve their jury duty when summoned.
 - a. An employee who is serving as a juror or testing in an official capacity and is excused by the court for one day or part of a day, which would allow an employee to work two (2) or more hours, that employee must return to work, take AL or LWOP for that period. This does not include travel time.
2. Employees subpoenaed for witness duty in litigation involving the Comanche Nation, or as a witness for any federal or state agency, or in their capacity as employees, shall perform this duty on official time in pay status.
3. Witness duty in private litigation shall be performed on annual leave or LWOP.
4. Employee shall be allowed two (2) hours during the working day to vote in Comanche Nation, federal, state, and local elections. More time may be given for special Comanche Nation elections.
5. A Comanche Nation employee shall receive one (1) full day of administrative leave for their birthday, if business needs allow.
 - a. The eight (8) hours of birthday leave or one (1) day of paid leave, shall be used in the month their birthday takes place.
 - b. Permanent part-time employees will receive birthday leave equal to the number of hours that employee typically works in a day. (i.e., if that employee works 10 or 12 hours, they will receive those hours for their birthday leave.)
6. Bereavement Leave allows employees to take time off following the death of a relative (refer to the nepotism policy Article XV Nepotism Section 1. Constitution.);
 - a. Duration:
 - i. Five (5) days for immediate family members following the nepotism policy. Depending on the location of the funeral (e.g., out of state).
 - ii. This does include step family, grandparents and in-laws.
 - iii. For any other extended family, no bereavement will be given, but personal time can be used with your director's approval.

- b. Documentation:
 - i. Comanche Nation requires proof, such as obituary or funeral program.
 - ii. This has nothing to do with the bereavement assistance at the Funeral Home.
- 7. Examples of emergencies to include the following:
 - a. Extreme weather conditions;
 - b. Disasters such as fires and floods; and
 - c. Other natural phenomenal which prevent employees from reporting for duty.
- 8. Other emergency absence from duty with pay may be approved by the Tribal Administrator, as deemed necessary.

III. REQUIRED EMPLOYMENT STATUS

- A. Fringe benefits, except for Social Security and Workmen's Compensation required by law, shall not be extended to seasonal, temporary, or contract employees. (Refer back to page 18, part-time employees paid leave)

IV. WORKMEN'S COMPENSATION POLICY

A. Purposes

- 1. This policy establishes guidelines for the administration of workman's compensation to ensure employees receive adequate financial and medical support in the event of workplace injury or illness.

B. Scope

- 1. This policy applies to all employees of the Comanche Nation, including full-time, part-time, and temporary staff, unless otherwise specified by contract or law.

C. Policy Statement

- 1. Comanche Nation is committed to providing a safe and healthy work environment.
- 2. However, in the event of work-related injuries or illnesses, employees are entitled to benefits under this Workman's Compensation Policy in accordance with applicable laws.

D. Eligibility

1. Employees are eligible for workman's compensation if they:
 - a. Suffer a workplace injury or illness that arises directly from their employment.
 - b. Report the incident within the specified time of twenty-four (24) hours, unless the medical emergency will not allow until after reporting to the emergency room.
 - c. Applies to injuries, illnesses, or conditions cause directly by workplace activities or environment.
 - d. Comply with all reporting and treatment requirements outlined in this policy.

E. Coverage Benefits

1. Medical Expenses covers the cost of medical treatment for work-related injuries or illness.
2. Wage Replacement provides partial compensation for lost wages during the recovery period.
3. Disability Benefits includes coverage for temporary or permanent disabilities resulting from the injury.
4. Death Benefits provides support to the family or dependents of an employee who dies due to a work-related incident.
5. Rehabilitation Services may include physical therapy or retraining for alternative roles.

F. Exclusions

1. Injuries caused by employee negligence, intoxication, or violation of Comanche Nation policies.
2. Injuries sustained while commuting to or from work.

G. Reporting and Claims Process

1. Immediate Reporting – Employees must report injuries/illnesses to their supervisor or director immediately when it happens. Each supervisor or director must then report the incident to Human Resources on the form provided.
2. Supervisor will immediately take the injured employee to be drug tested at a certified laboratory.

3. Claim Filing – Human Resources will assist the employee in filing a claim with the workers' compensation insurance provider.
4. Claims must be filed within three (3) days from the date of the incident.
5. Investigation – The incident is reviewed to determine if it qualifies under the policy.
6. Employees are required to cooperate fully during the investigation process.

H. Employer Obligations

1. Maintain active worker's compensation insurance as required by law.
2. Ensure a safe work environment to minimize risks.
3. Provide employees with clear instructions on reporting incidents and filing claims.

I. Employee Responsibility

1. Follow safety protocols and report hazards promptly.
2. Report injuries or illnesses immediately and provide accurate information about the incident.
3. Attend medical evaluations or treatment as directed.

J. Exclusions

1. The following incidents are not covered under this policy:
 - a. Injuries resulting from employee's own intoxication or illegal activities.
 - b. Injuries caused by intentional misconduct or violations of company policies.
 - c. Injuries sustained while commuting to or from work.

K. Non-Retaliation Clause

1. Employees who report workplace injuries or illnesses or file claims are protected from retaliation or discrimination under this policy.

L. Implementation

1. Comanche Nation will ensure compliance with tribal, federal and state laws and regulations regarding worker's compensation.
2. Human Resources Department will regularly update the policy yearly to reflect legislative changes and organizational needs every 12 months.

3. Human Resources will provide training and resources to employees on a quarterly basis on workplace safety and their rights under the policy.
4. For questions regarding this policy or to report an incident, please contact Comanche Nation Human Resource Department Benefits Coordinator.

M. Acknowledgement

1. Employees will acknowledge that they have read and understood the Workman's Compensation Policy by signing the form on the Onboarding and/or Orientation Day.

V. PROPERTY & PROCUREMENT – VEHICLE USE

- A. The Comanche Nation Property & Procurement Department shall maintain files of all authorized drivers documenting the following:

1. Name of individual;
2. Copy of their current drivers' license;
3. Copy of auto policy with individual listed on policy; and
4. Copy of signed Human Resources P&P Acknowledgement Form.

- B. The Comanche Nation Property & Procurement Department is responsible for controlling access to Comanche Nation vehicles.

- C. The Comanche Nation Property & Procurement Department shall perform the following when use of Comanche Nation vehicle is requested:

1. Ensure the requesting individual is an authorized driver;
 - a. Valid Driver's License
 - b. No Moving Violations in the last three years
 - c. No Convictions of DUI/DWI within the last five years
2. Ensure the driver is included on the Comanche Nation auto insurance policy;
3. Ensure there is a signed copy of the Human Resources P&P Acknowledgement Form for the individual.
4. Ensure there is a vehicle that is available at the time of request; and
5. Document the following on the Comanche Nation Vehicle Use Log when giving access to a company vehicle:
 - a. Name of Driver and Names of all passengers;
 - b. Trip Destination;
 - c. Reason for Vehicle Use;
 - d. Date & Time Vehicle is Released;
 - e. Beginning Vehicle Mileage; and

- f. Inspect the vehicle and note any damages prior to leaving Comanche Nation property on the Comanche Nation Vehicle Inspection form.
- 6. If during the use of company vehicle an accident occurs, the driver shall perform the following:
 - a. Refer to the steps provided with the insurance verification card maintained in the glove box of the vehicle;
 - b. Notify the Property & Procurement Department;
 - c. Property & Procurement Director will notify the Human Resource Department for the necessary steps of Drug Testing or Alcohol Testing;
 - d. The Property & Procurement Director will notify the Tribal Administrator.
 - e. Work Comp Evaluation required if MVA is documented. Refer to the Work Comp policy Section IV, G
- 7. Once an individual is completed with the use of the company vehicle the key shall be returned to the Property & Procurement department or in the drop box.
- 8. The Property & Procurement department shall perform the following to check the vehicle in:
 - a. Inspect the vehicle for the following:
 - i. Mileage;
 - ii. Any new damage to the outside or inside of the vehicle;
 - iii. Cleanliness; and
 - iv. Fuel Level.
 - b. Update the Comanche Nation Vehicle Use Log to include the following:
 - i. Date and Time Vehicle is returned;
 - ii. Ending vehicle mileage;
 - iii. Note whether the vehicle was turned in clean (no trash or personal items were left in the vehicle);
 - iv. Note whether the driver noticed any mechanical defects while driving on the Vehicle Inspection Form;
 - v. Any other comments, as necessary; and
 - vi. Name of Driver.

9. Name of the Property & Procurement employee obtaining vehicle keys or if they were left in the drop box.
10. The department is responsible for scheduling routine maintenance on vehicle purchased through their program. Property & Procurement may assist but they will be responsible for Administration's vehicles.

D. Comanche Nation Vehicles and Equipment – Usage

1. Employees assigned to a Comanche Nation vehicle or those who drive a Comanche Nation owned vehicle must follow the requirements outlined in this policy.
2. The Comanche Nation Vehicle Policy is committed to promoting safety and responsible driving for all of its employees.
3. All drivers must be listed on Comanche Nation's auto liability insurance policy prior to driving the company vehicles.
4. All Comanche Nation rules, applicable Tribal, State, Federal and local laws governing the use of vehicles must be followed.
5. Employees who violate the policy are subject to disciplinary action which may include suspension of driving privileges or termination.
6. To ensure that this commitment is followed through, the Comanche Nation shall follow the vehicle policy that requires compliance to the following:
 - a. All employees who operate the Comanche Nation vehicles during the performance of their jobs do so in a lawful and safe manner;
 - b. Comanche Nation vehicles are to be utilized for official Comanche Nation business only;
 - c. Comanche Nation vehicles shall not be considered available for personal use in any way, unless specifically authorized by the Tribal Administrator of Comanche Nation;
 - d. Comanche Nation vehicles are to be driven only by assigned drivers unless it is preapproved by the Tribal Administrator;
 - e. Only Comanche Nation employee and the Comanche Nation Business Committee may ride in Comanche Nation vehicles, unless it is pre-approved by the Tribal Administrator;
 - f. All Comanche Nation owned vehicles shall remain on the Comanche Nation owned property when not in use;
 - g. Emailing, composing/reading text messages, making/taking photos, making/taking video, live streaming, or making phone calls while driving is prohibited;
 - h. No social media of any kind is allowed;
 - i. Drivers and passengers must always wear seatbelts;

- j. Use of tobacco, alcohol, or any other controlled substances is strictly forbidden inside the company vehicles (NO SMOKING, VAPING, or E-CIGS ALLOWED);
- k. At no time are passengers permitted to ride in the bed of a pickup, unless approved for an event;
- l. At no time shall employees pick-up unauthorized passengers to be granted transportation;
- m. Any moving or stationary violation in a company vehicle shall be the financial responsibility of the driver; and
- n. Any person receiving a violation in a company vehicle is required to notify the following within twenty-four (24) hours of receipt or if occurrence is over a weekend or holiday, the violation must be reported at the beginning of the next business day.
 - i. Comanche Nation Property & Procurement; and
 - ii. Comanche Nation Human Resources Department.
- o. Employees may be required to attend driver safety improvement instructions in order to retain the right to operate Comanche Nation vehicles.
- p. Operators of all motorized equipment used in the service of the Comanche Nation who become involved in any accident shall be subject to disciplinary action if:
 - i. Upon investigation, carelessness or recklessness contributed to the cause of the accident.
- 7. Drivers must notify the Property & Procurement Department of any physical or mechanical defects noticed while driving.
- 8. Drivers must notify the Property & Procurement Department of any observed lapses in vehicle registration.
- 9. Departments are responsible for ensuring their company vehicle's tags are up-to-date.
- 10. Keys shall not be kept in the vehicle while left unattended.
- 11. Duplicate keys shall not be made of the vehicle, except by the Property & Procurement Department.
- 12. Drivers must have a current and valid driver license for the type of vehicle being operated.

VI. INFORMATION TECHNOLOGY

A. Telephone Usage

1. Due to the increasing volume of Comanche Nation business transacted by telephone, both incoming and outgoing personal telephone calls are discouraged.
2. However, the Comanche Nation recognizes that there are occasional calls that must be made or received during work hours.
3. These calls shall be on emergency basis and held to a minimum.

B. Computers, Software, Networks and Internet Usage

1. All Comanche Nation computers, files, e-mail system, network, internet, cell phones, software or other electronic devices furnished to employees are the property of Comanche Nation. They are for Comanche Nation business use only.
2. Comanche Nation employee's may not use another user's password or share their password.
3. Comanche Nation has the authority to monitor employee's usage of Comanche Nation issued electronic devices.
4. Personal computers are not allowed on the Comanche Nation property.
5. Only software provided by the Comanche Nation or Information Technology department is authorized for installation.

VII. SOCIAL MEDIA POLICY

A. Social Media Policy

1. Social media (including but not limited to personal and professional websites, blogs, chat rooms and bulletin boards; social networks, such as Facebook, LinkedIn, Twitter, Snap Chat, Instagram, What's App Messenger, Tender, Slack, Tumblr, MySpace, File Sharing, Drop Box, Tik Tok, video sharing sites such as YouTube, and e-mail; etc,) are common means of communication and self-expression.
2. Online postings can conflict with the reputation and integrity of the Comanche Nation and its employees.
3. The Comanche Nation employees shall prevent the following:
 - a. Making any comments on any social media sites, post material, or reacting (like, love, or emojis etc.) that is or might be construed to be offensive, obscene, defamatory, discriminatory, hateful, racist or sexist towards Comanche Nation and/or its entities, departments, employees, or elected officials.
 - b. Making any comments, posting material, or reacting (like, love, or emojis etc.) on social media that creates or might be construed to create, a risk to the health and safety of a staff member,

contractor/vendors, elected official or other person, including material that amounts to “unacceptable behavior” such as bullying, psychological or emotional violence, coercion, harassment, aggressive or abusive comments or behavior, and/or unreasonable demands or undue pressure.

- c. All employees are responsible for their own actions and all comments, material, reactions on social media.
- d. Profanity is not allowed while promoting Comanche Nation.
- e. If an employee or contractor of the Comanche Nation violates this section, they will be **IMMEDIATELY TERMINATED**.

VIII. GROUP INSURANCE COVERAGE

A. Group Health, Wellness, and Dental Insurance

- 1. The Comanche Nation shall maintain a Group Health and Dental Insurance Plan for all full-time employees.
- 2. Employees may optionally elect for such related dependent benefits and coverage as may be contractually provided.
 - a. Dependent Health and Dental Coverage – The Comanche Nation agrees to pay a percentage of the dependent health and dental coverage premium per month as a supplement to the employee’s premium for dependent coverage (see Appendix C). Such payment shall be made directly to the Comanche Nation’s group insurance fund.
 - b. Wellness Program – Employees are provided the opportunity to participate in the Comanche Nation Wellness Plan. The Plan shall consist of two elements, annual Health Risk Assessments and biometric screenings.
 - i. Test results shall be provided to members in the form of a personalized health risk profile that they may then provide to their personal physician. The individual test results shall remain confidential and shall not be disclosed by the testing company to any person unless the employee authorizes the same.
 - ii. The biometric testing shall be made available to employees on Comanche Nation premises during work hours. Employees shall be allowed a sufficient amount of time to participate.

- c. Group Life Insurance – The Comanche Nation shall maintain a Group Life Insurance Plan covering a selected contractual amount of life insurance for all full-time employees and shall pay the cost of the plan pertaining to employees. The employee may optionally exercise a choice for any extended benefits, beyond those contracted by the Comanche Nation, for themselves and/or their dependents.

IX. HOLIDAYS

- A. The following days shall be considered official holidays by the Comanche Nation. Employees shall be granted time off with pay (if applicable), unless required to work:

1. New Year's Day (January 1)
2. Martin Luther King Jr. Day (third Monday in January)
3. Presidents' Day
4. Good Friday
5. Memorial Day (last Monday in May)
6. Juneteenth
7. Independence Day (July 4th)
8. Comanche Chiefs' Day
9. Labor Day (first Monday in September)
10. Indigenous Peoples' Day
11. Veterans' Day (traditional observance)
12. Thanksgiving Day (fourth Thursday in November)
13. Comanche Nation Constitution Day following Thanksgiving
14. Christmas Eve (December 24th)
15. Christmas (December 25th)
16. Other (Birthday Leave)

- B. Interpretation and Application – The granting of holidays observed by the Comanche Nation shall be subject to the following provisions:

1. When a holiday falls on Saturday, it shall be observed on the preceding Friday. When a holiday falls on Sunday, the following Monday shall be observed.
2. Non-exempt employees assigned to a forty (40) hour work week who are required to work on a Comanche Nation holiday, because of the nature of the work, shall receive compensation (compensatory time if acceptable to both the employee and the supervisor by approval only from Tribal Administrator) for actual hours worked as if it were a regular work day, plus bonus time at one and one-half (1 ½) times their hourly rate.

- a. When requesting comp time approval, the comp time forms must be received by HR and processed in the month it was received.
 - b. If the supervisor or employee fails to submit the forms in a timely manner, the comp time is forfeited.
- 3. A holiday falling during a period of paid leave, including vacations, shall not be counted as a workday in computing the amount of leave expended. However, when an employee is absent without approved leave on a holiday for which they are scheduled to work, such time shall be counted as leave without pay, and they shall not be eligible to receive an additional day off with pay at a later date.
- 4. Holiday pay shall not be paid if the employee fails to work on both their regularly scheduled work day immediately prior to and following a designated holiday, unless on paid leave which has been approved by the employee's supervisor.
- 5. An employee terminating their service with the Comanche Nation whose last scheduled work day falls on a holiday shall have the effective date of their separation on the work day immediately preceding the holiday.
- 6. An employee's birthday holiday must be taken within the date of the accrual month. It will not be subject to any overtime pay or compensatory accruals. Prior approval by the employee's supervisor must be obtained.
- 7. An employee is eligible for Holiday Pay from their start/hire date.
- 8. If a tribal or federal holiday is declared, it will be reviewed by the Tribal Administrator.

X. DRUGS & ALCOHOL

- A. It is the policy of the Comanche Nation to establish and maintain a work environment that is drug free, healthy, safe and secure.
- B. This policy applies to all employees, contractors, and volunteers working within Comanche Nation government offices, enterprises, and affiliated organizations or boards.
- C. Comanche Nation is a Drug-Free workplace and may require Comanche Nation to conduct random drug testing of Comanche Nation employees based on funding sources and job title.
- D. All urinalysis drug test are to be unobserved unless there is probable cause to believe that an employee will tamper with, or adulterate, a urine test, in which case the employee will have the option of being subject to a five-panel hair follicle test with medical officer review verification, so long as the employee has sufficient length hair for such a test, or an observed urinalysis.
- E. All employees are forbidden of the following:

1. To use, possess, or manufacture alcohol, illegal drugs, or non-prescribed controlled substances and/or medication (marijuana may not be possessed regardless of prescription, see section 3 below) at any time or place while on the job or at any time while at the work place; and
 2. To engage in any sale or other transaction involving illegal drugs at the work place or in performance of job duties away from the work place.
 3. Employees are prohibited from using, consuming, possession, or distributing marijuana while on Comanche Nation property, in work vehicles, or during work hours, regardless of whether or not they have a medical marijuana card or doctor's prescription.
 4. Reporting to work under the influence of marijuana, where impairment may affect safety, job performance, or workplace operations, regardless of whether or not they have a medical marijuana card or doctor's prescription.
 5. Performing safety-sensitive duties (e.g., operating machinery, driving, handling hazardous materials) while under the influence of marijuana, regardless of whether or not they have a medical marijuana card or doctor's prescription.
 6. Violations of the above is zero tolerance and will be terminated from employment.
- F. Employees violating provisions of the Drug-Free Workplace Policy or testing positive on any drug test shall be subject to disciplinary action in accordance to the Comanche Nation Personnel Policies (including termination from employment).
- G. The drug and/or alcohol testing shall be conducted at the expense of the Comanche Nation.
- H. Drug Testing & Impairment
1. Reasonable Suspicion Testing: Employees suspected to being impaired at work may be subject to a drug test. Observable signs of impairment include, but are not limited to:
 - a. Slurred speech or physical appearance;
 - b. Impaired motor skills;
 - c. Unusual behavior or odor; and
 - d. Decreased alertness or productivity.
 2. Post-Accident Testing: Employees involved in workplace accidents may be required to undergo drug testing.
- I. Comanche Nation employees shall be subject to random drug testing as follows:

1. All Comanche Nation employees must sign the Human Resources P&P Acknowledgement Form indicating they have read and acknowledged the receipt of the Comanche Nation Drug Testing Policy.
2. A Comanche Nation certified employee shall test all new hires and randomly select, on a monthly basis, the Comanche Nation employees to submit specimens for drug and/or alcohol testing, including an Alternate.
 - a. Due to the legality of marijuana in several states, including medical marijuana in Oklahoma, a positive test for marijuana on a pre-employment or random drug test will generally not be considered a failed test. However, a positive result for marijuana on a pre-employment or random drug test will be considered a failure for the following programs or department: Prevention & Recovery, New Pathways, Early Childhood Development Centers, Transit.
 - b. Nothing herein shall be construed as permitting or encouraging employees to use marijuana. A positive test for marijuana on a post-accident or reasonable suspicion test will be considered a failed test. Any employee that chooses to use marijuana in compliance with state law chooses to run the risk that they will lose their job, lose benefits, or be disciplined for a failed post - accident or reasonable suspicion test.
3. If an employee test inconclusive or positive, the employee may be asked to be tested at an approved testing laboratory nearby.
4. An employee who is on approved leave of absence at the time HR generates the testing sample selection shall not be required to report for testing and an Alternate employee shall be selected from the testing list.
5. The randomly selected employees shall have one (1) hour after notification of selection to report to the laboratory for testing.
6. Failure of a selected employee to report within the allotted time shall result in a presumed positive test.
7. If an employee tests positive for a prohibited substance, the employee must deliver to Human Resources within forty-eight (48) hours of the notice of positive results the following in order to be exempted from adverse consequences:
 - a. A certified, unexpired prescription in the employee's name from the prescribing physician or psychiatrist; or
 - b. A statement from the person conducting the recent Native American Church Ceremony, if positive for peyote.

8. If an employee cannot exempt themselves from a positive test result as noted above and the employee is in their probationary period, then the employee shall be discharged from employment.
9. If an employee cannot provide proper documents for a positive test result as noted above and the employee has completed their probationary period, he and/or she shall be subject to disciplinary action in accordance to the Comanche Nation Human Resources Policy and Procedure (including possible discharge from employment).
 - a. If the employee is retained, the employee is required as a condition of such retention to successfully complete a program of drug counseling and/or rehabilitation at his and/or her expense.
 - b. The employee is required to complete counseling and/or rehabilitation as a condition of employment, may use accrued sick leave and/or annual leave, or may be granted leave without pay if approved by the Director or Tribal Administrator, in order to attend such program.

J. Disciplinary Actions

1. Employees who violate this policy will face disciplinary immediate termination.
2. If an employee test positive but is not impaired at work, Human Resources will review the case in accordance with tribal employment laws and policies.

K. Compliance & Updates

1. This policy is subject to periodic review and modification based on changes in tribal, state and federal laws. Employees are encouraged to consult Comanche Nation Human Resources for any questions and concerns regarding medical marijuana use in the workplace.

XI. EMPLOYEE ASSISTANCE PROGRAM (EAP)

- A. Comanche Nation cares about the well-being of its employees and recognizes that personal problems, such as alcohol and drug addiction, marital and family difficulties, financial or legal problems, and emotional distress can disrupt and affect their job performance. Therefore, Comanche Nation is responsible for overseeing the EAP program.
- B. All permanent full-time and permanent part-time employees are eligible to participate in the EAP program at no cost. An employee who wants to participate must contact the EAP counselor directly.

- C. Referrals to the program may be through the employee, supervisor/department director, or Human Resources Director.
- D. All records of Comanche Nation shall be handled in a confidential manner and shall not jeopardize present or future job status, except when personal work performance continues in an unacceptable manner.
- E. Any breach of confidentiality shall be in accordance with all existing state and federal laws governing release of information.

XII. IN-SERVICE TRAINING

- A. In order that employees may perform their work more efficiently and be able to qualify for positions of increasing difficulty and responsibility, the Human Resources Department encourages and will aid department directors and employees in setting up and carrying out such in-service training programs as are suitable to the various departments of the Comanche Nation.
- B. Due to the wide variation in the duties of individual employees and the type of service rendered by the different department of Comanche Nation, training programs affecting, or of the interest to employee groups, may be limited.
 - 1. Courses Available – When an employee shows interest and curiosity about their job and related jobs, they are performing a service both for themselves and the Comanche Nation.
 - 2. When a formal on-the-job program is not in operation, there is much that the alert interested employer can do to improve their efficiency and increase their prospects of promotion.
 - 3. The Human Resources Department shall maintain liaison with the various educational institutions in order to keep abreast of the many job-related educational opportunities that may become available.

XIII. DEPARTMENT TRAINING

- A. It is the desire of the Comanche Nation to provide on-the-job training in the service departments. This allows employees to prepare themselves for future advancements when permanent vacancies occur or to fill such positions for temporary periods during vacation or sick leave of the regularly assigned employee.
- B. Training of this nature will be carried on by assigning the employee to the position they are interested in for brief periods when:
 - 1. Absence from their regular job will not interfere with the operation of their department;
 - 2. Their temporary assignment to the prospective new position will not disrupt operations; and

3. Someone skilled in the new operation is available to give proper instruction.
- C. An employee taking on-the-job training should understand that such training does not indicate that there will be an early vacancy in this position.
- D. Employees, while taking such training, will be paid their regular wages.

XIV. TRAVEL POLICY

- A. The Comanche Nation recognizes that direct benefits accrue to the Nation as the result of employee training through attendance at seminars and meetings. However, it should be recognized that the employee personally benefits through their career development.
- B. Travel will be approved only if the purpose of the trip is to transact official business, attend official and professional meetings, or participate in conferences or training sessions necessary to maintain a required professional certification/license or promote and enhance the efficient conduct of the Comanche Nation affairs.
- C. This policy provides the administrative regulations governing all travel outside of the Comanche Nation area on behalf of the Nation.
 1. Such travel includes being away on Comanche Nation business, training, seminars, workshops, and professional conferences.
 2. To protect the interest of both the Comanche Nation and its employees and elected officials, the following rules are to be used as a guide in determining the expenses that the Comanche Nation will reimburse.
 3. While this policy sets out standard guidelines for expense reimbursement, budget constraints in each department and the amount allocated in the budget for a particular trip may require a modified application of these guidelines on a case-by-case basis and will be a controlling factor for authorization of any expenditure.
 4. Trips must be authorized by the department supervisor and/or director and deviation from reimbursement guidelines must be supported by written documentation, acknowledged by the participating employee(s), prior to incurring travel expenditures.
 5. It is the responsibility of the department supervisors and/or directors to do the following:
 - a. Screen all travel requests to limit trips, monitor expenses, review the number of employees traveling, itineraries, and the duration of the trips that are essential to the performance of the department mission;

- b. Exercise control of travel expenses by keeping them within established budget appropriations;
- c. Examine travel destinations to ensure that employees travel to destinations that result in the lowest cost of the Comanche Nation.

D. Travel Authorization – A signed, and approved Expense report form must be submitted if any reimbursement is required.

- 1. Travel Request form must be submitted to the supervisor and/or director for authorization prior to any travel commitments;
- 2. Travel Request form must be submitted to the Tribal Administrator for authorization prior to any travel commitments;
- 3. A memo or brochure documenting the purpose of the travel will be attached to the trip request form in order to support all travel.

E. Travel Agencies and/or Airline Website – Employees are encouraged to make their travel arrangements in what is best price to meet their needs.

- 1. The Comanche Nation does not have a contractual relationship with any travel agency, so employees who desire to travel can use either travel agency or airline websites for a better pricing.
- 2. Employees should keep in mind there are several options on how to make travel arrangements on the Internet.
- 3. Travel arrangement can be made via the internet at fares lower than available through a travel agent, departments can elect to purchase travel services directly over the internet using the Comanche Nation credit card through Property & Procurement.
- 4. In addition to various general travel sites available, it is sometimes possible to obtain lower rates by going directly to the specific airline or hotel website.

F. Travel Expense Allowances – Approved expenses for travel will be reimbursed to the employee with appropriate expense documentation (receipts). The Tribal Administrator or designated representatives may exercise discretion in reimbursing expenses not listed.

- 1. Items prohibited from reimbursement include the following:
 - a. Personal items;
 - b. Laundry and cleaning;
 - c. Personal trips;
 - d. Alcoholic beverages; and
 - e. Entertainment (Golf, Casino, Concerts, etc.).

2. Other items prohibited from reimbursement for expenses for members of the employee's family.

G. Transportation

1. Air Travel – For travel outside of the State of Oklahoma, commercial air transportation is usually more economical in time and money and should be utilized whenever possible. Air coach and discount rates should be considered the standard.
2. Comanche Nation Vehicles – Employees are encouraged to use a tribal vehicle when traveling on tribal business within the State of Oklahoma. The use of any tribal owned vehicle for travel out-of-state requires approval of the department director and/or Tribal Administrator. Direct expense associated with the use of a tribal vehicle, which are incurred by the employee, such as gasoline, will be reimbursed.
3. Private Car – Use of a private car for the convenience of the employee will be reimbursed in an amount per mile as determined by the federal reimbursement rates.
4. Rental Car – Under some circumstances, rental of a vehicle may be necessary and/or cost-effective practice. Prior approval shall be obtained and justification for the use of a rental car must be submitted with the travel request form. A copy of the rental agreement and loss/damage insurance cost must be submitted with the Travel Expense Voucher.
5. Transportation expenses such as, but not limited to, gasoline, taxi fare, bus fare, parking, tolls, Uber, Lyft, etc., shall be reimbursed at the actual cost with receipts provided.

H. Lodging

1. Expenses will be allowed for adequate lodging and accommodations appropriate to the trip.
2. Intermediate priced rooms should be the practice, although it is recognized that conference-housing bureaus may assign rooms without consideration of the employee's preference.
3. In room entertainment and valet service is not reimbursable.
4. A properly executed receipt will be required for reimbursement of lodging expenses.
5. Lodging expenses shall not be allowed for any trips within two (2) hours driving time from Comanche Nation with department director approval.
6. Employees are expected to return to Comanche Nation for the night. This rule shall not apply to meetings of more than one day's duration.

- I. Meals and Other Incidental Expenses – Employees, when away from Comanche Nation on a trip, are allowed to use the “Per Diem” rate for meals and incidental expense based on Per Diem Rates GSA.
 - 1. Meals shall be reimbursed for Comanche Nation employees only.
 - 2. The tribe shall not “pick up the tab” for others unless authorized by the Tribal Administrator.
 - 3. The Comanche Nation will pay for meals at scheduled seminars, training sessions, and other meetings, but will not reimburse for meals elsewhere if the meal cost was included in the conference fee.
 - 4. When filling out the Travel Form, the employee will be allowed the per diem rate for meals and incidental expenses (tips, ground transportation).
 - 5. When filling out the Trip Reimbursement Form for meals, indicate the per diem rate (which can be obtained from the Finance Department) which is the limit allowed for meals and incidental expenses. Using the per diem rate for allowances will be more convenient for the employee by not having to ask for and keep up with meal receipts.
- J. Registration/Conference Fees – Fees charged for registration at any approved event are an allowable expense.
 - 1. Registration fees should be paid in advance in order to receive the discounted rate.
 - 2. The receipt of registration paid should be provided to the finance department.
- K. Local Travel – Costs incurred by an employee while attending a conference, meeting, or training seminar, or while otherwise carrying out official business within the Lawton/Oklahoma City area, will be reimbursed upon submission of appropriate claim forms, including acceptable documentation of the expense.
 - 1. Registration fees for seminars, conferences, or meetings held within the Comanche Nation area if a vehicle is not available.
 - 2. The Comanche Nation company vehicle should be used for local travel if possible, and multiple attendees should carpool when practical. If private vehicles are used, mileage will be reimbursed at the current GSA rate.
- L. Reasonable Expenses – Any reasonable expense incurred because an employee is traveling can be an allowable expense.
 - 1. Parking, postage and Uber, Lyft fares.
 - 2. As a general rule, an expense is likely to be approved if some Comanche Nation objective or mission is being served.

M. Expense Report – Upon return from a trip, the employee is required to submit a report for all trip related expenditures to the Finance Department, no later than ten (10) working days after returning to work, using the Travel Reimbursement Form.

1. Receipts for all major items must be attached.
2. When the receipt for an expense is not available, the employee must explain in writing, and the expense may not be reimbursed.
3. The Tribal Administrator working with Finance will make the final determination if an expense will be reimbursed and that determination will be case by case with supporting documentation for reasoning.
4. If not reconciled in the timeframe, the employee is required to pay back the total of that work trip out of the next two payrolls.
5. Until that travel is paid, you are not able to go on travel.

N. Attendance and Conduct:

1. Traveling on behalf of the Comanche Nation and using funding is a privilege. As a Comanche Nation employee and /or an elected official, the claimant is expected to attend the conference and training sessions.
2. An employee found to be absent from a substantial portion of the conference, seminar, sessions or other activity without good and justifiable cause will be subject to disciplinary actions in accordance with applicable policies and may be personally liable for all travel expenses.
3. Any Comanche Nation employee, who performs any action that reflects discredit upon the Comanche Nation, is involved in any conduct that is offensive, violates the common decency of a Comanche Nation Employee will be subject to disciplinary actions in accordance with the Comanche Nation Human Resource Policies.

O. Accidents:

1. In the event an employee traveling on Comanche Nation business becomes involved in an accident, the Comanche Nation Property and Procurement should be notified as soon as possible.
2. The law enforcement should be notified and a police report should be obtained.

P. Abuse of this travel policy, including falsifying expense reports to reflect costs not incurred by the employee will automatically be termination of employment.

Section VII

Code of Conduct

I. POLICIES AND PROCEDURES

- A. The main purpose of having policies and procedures is to establish a high degree of understanding, cooperation, efficiency and unity among employees, fostered by a systematic application of good procedures in personnel management.
- B. A fundamental objective of these personnel management policies is to:
 - 1. Promote high morale among employees by providing good working relationships;
 - 2. A uniform Human Resources policy and procedures manual;
 - 3. Opportunity for advancement; and
 - 4. Consideration for employee needs and desires.

II. EMPLOYEE CODE OF ETHICS

- A. It is the policy of the Comanche Nation that the highest standards of ethical conduct are required of all Comanche Nation employees.
- B. Comanche Nation employees must conduct themselves in an ethical and proper manner, in accordance with the Comanche Nation Code of Conduct policy, and in full compliance with all tribal and federal laws and regulations.
- C. Our commitment is service to our tribal members and this is why we are employed.
- D. As a Comanche Nation employee, you should be guided by prudent judgment and personal responsibility whether serving the public or working with colleagues.
- E. Your decisions and actions should be made according to the following ethical principles:
 - 1. To uphold the Comanche Nation policies in a transparent and consistent manner at all times;
 - 2. To make unbiased decisions and use authority fairly and responsibly;
 - 3. To act honestly and to be an advocate for an environment that promotes public trust;
 - 4. To not use the Comanche Nation resources or your position for personal gain; and
 - 5. To be mindful of how your actions may be perceived by others and to avoid conflicts of interest.

III. CODE OF CONDUCT POLICY

A. This Code of Conduct policy applies to all Comanche Nation employees.

1. Fundamental Work Rule as a Comanche Nation employee he/she should conduct themselves in a manner that will promote cooperation among all Comanche Nation employees, showing respect, courtesy, and professionalism in their dealings with one another.
2. Inappropriate conduct on or off the clock that creates an unacceptable reflection on Comanche Nation, but not limited to, the following:
 - a. Demeaning, harassing, belittling others, name calling;
 - b. Emotional tirades, tantrums, and other displays of anger;
 - c. Humiliating, intimidating, bullying, threatening others;
 - d. Gossiping, spreading rumors about or damaging a co-worker's reputation, including posting on social media;
 - e. Refusing to follow a directive, unless the directive requires illegal or unsafe conduct; and
 - f. Being unprofessionally argumentative.
3. Any violation of this fundamental work rule should be reported in a timely manner and is cause for severe discipline, including termination.

B. Acceptance of Gifts or Favors

1. An employee shall not accept or solicit any gifts or favor where the receipt would either compromise impartial performance or would be viewed by the public to compromise impartial performance.

C. Fraud

1. The Comanche Nation has established systems and internal controls to provide reasonable assurances of the prevention and detection of fraud and encourages reporting by the Comanche Nation employees of improper government action taken by the Comanche Nation elected officials or employees.
2. The term refers to, but not limited to:
 - a. Any dishonest or fraudulent act;
 - b. Forgery or alteration of any official documents;
 - c. Misappropriation of funds, supplies or Comanche Nation materials;
 - d. Improper handling or reporting of money or financial transactions;

- e. Profiting by self or others as a result of inside knowledge;
 - f. Destruction or intentional disappearance of records, furniture, fixtures or equipment;
 - g. Accepting or seeking anything of material value from vendors or persons providing services or materials to the Comanche Nation for personal benefit; or
 - h. Any similar or related irregularities.
- 3. The Comanche Nation has chosen to establish a practical mechanism (i.e. a fraud hotline) to permit the confidential, anonymous reporting of concerns about fraud or wrongful behavior in the workplace.
 - 4. We know sometime employees may be uncomfortable reporting suspected fraudulent activities to supervisor or managers that they report to or work with on a regular basis.
 - 5. To Encourage the reporting of improper activities and to provide greater assurance of confidentiality, the Comanche Nation will hire an outside company to receive anonymous fraud complaints from employees and vendors.
 - 6. Employees are encouraged to call (Name of Vendor) at (Vendor Phone Number) or email at (Vendor Email) to report improper activities, or you may still report them to your supervisor and/or manager.

D. Secondary Employment

- 1. An employee shall not engage in any secondary employment or other activity which would compromise impartiality or independence of judgment in the performance of the Comanche Nation employee's job duties or create a conflict of interest.
- 2. An employee must provide information regarding secondary employment when requested by the supervisor.

E. Whistleblower Policy

- 1. An employee who has reason to believe that there may who has reason to believe that there may have been an instance of fraud, improper action, or other illegal act in connection with a Comanche Nation program, function or activity shall report it immediately to a supervisor or director, or the Human Resources Director immediately.
- 2. Improper actions are actions undertaken by an employee in the performance of their official duties which:
 - a. Are in violation of any tribal, federal, state or local law;

- b. Constitute an abuse of authority; or create a substantial specific danger to public health or safety; or
 - c. Constitute a waste of public funds.
- 3. Improper actions do not include common personnel actions, such as the processing of grievances, decisions regarding hiring, promotion, firing and other discipline or alleged violations of employment contracts, and established policies or procedures.
- 4. Reported incidences will be investigated as expeditiously as possible. When an investigation confirms that fraud or an illegal act(s) has occurred, appropriate corrective action will be taken, up to and including termination.
- 5. An employee who reports a suspected incident of fraud, illegality, or assists in an investigation shall be protected from retaliation. However, an employee who assists in an investigation and is found to have participated in the illegal act or fraud being investigated is subject to discipline, up to and including termination. If it is determined that a report was not made in good faith or that an employee intentionally provided false information regarding an allegation, disciplinary action may be taken, up to and including termination.
- 6. Any employee who believes that they have experienced retaliation for making a report or assisting in an investigation shall report this as soon as possible to the department director, Human Resources Director or the Tribal Administrator.

F. Political Activity

- 1. Care should be taken to ensure the job performed provides the utmost service to the Comanche Nation tribal members regardless of the political affiliation.
- 2. To accommodate the need to perform the functions of Comanche Nation employment in a timely, responsive, unbiased manner when employees desire to exercise their political rights, the following guidelines should be observed.
 - a. Any employee of the Comanche Nation may actively engage in political activities, provided the political activity in which the employee participates shall be exercised only during off-duty hours and while not in uniform. Care should also be taken in consideration not to use Comanche Nation equipment for political activities, including, but not limited to, computers, phones, fax machines, copiers or supplies.

- b. Comanche Nation recognizes the time commitment to run for a political office as a candidate can be extensive, and the following should be considered:
 - i. Time needed away from the employee/candidate's regular job duties for political activity;
 - ii. Amount of accrued leave time (vacation or compensatory time) available to the employee/candidate for the time away from work for political activity;
 - iii. Whether leave without pay will be needed for the employee/candidate for time away from work for political activity;
 - iv. Ability of the affected department to continue with the Comanche Nation functions in the employee/candidate's absence;
 - v. Leave away from work by an employee/candidate for political activity shall be considered for approval by the Tribal Administrator upon recommendation from the employee's department director.
- c. Comanche Nation employees have the right to participate in political activity, including running for elected office. The employees have the right to run for an elected office and maintain their position with Comanche Nation.
- d. At no point is the employee running for an elected office allowed to campaign while on the clock as a Comanche Nation employee. If the employee is elected into office, they must resign as an employee of Comanche Nation.
- e. If at any point the CN employee running for office is determined to be campaigning for office while on the clock, this violates the CN Code of Conduct policy and is cause for immediate termination as an employee of CN.
- f. Comanche Nation employees also have a right to not participate in political activity. It shall be unlawful for the Tribal Administrator or Comanche Nation Business Committee to directly or indirectly coerce or attempt to coerce any Comanche Nation employee to participate or to refrain from participation in political activities or public meetings.

G. Nepotism

1. Comanche Nation defines “relative” as an individual who is related to the employee as a father, mother, son, daughter, brother, sister, husband and/or wife.
2. For the purpose of this policy, a family member can include the step-parents, step-siblings, grandparents and in-laws.
3. If a member of an employee’s family is defined in this section no family member shall:
 - a. Work in the same department or share the same director and/or supervisor.
 - b. Have any reporting relationship between them.
 - c. Oversee processes that will affect a family member such as:
 - i. HR employees may not be a business partner;
 - ii. Employee relations manager; or
 - iii. Compensation supervisor over any department that the family member is in.
 - d. Participate in any disciplinary or reward decision that directly affects an individual family member.
4. When two Comanche Nation employee’s co-habitat and they are both employed in the same department, one employee shall either transfer to another department, in accordance with the Human Resources Policy and Procedure, or will resign from their position.
5. Comanche Nation employee will be responsible for notifying the Human Resource Department and their supervisor within seven (7) calendar days following the date of marriage.
6. Department Director will have thirty (30) days to either transfer one of the employees to another department or terminate them.
7. Human Resource department will work with you, your family member, and your supervisor to find a solution that does not violate the nepotism policy.

IV. DRESS CODE

A. Attire and Grooming

1. Objective -At Comanche Nation, we believe that a clean and professional work environment is essential to our success. As such, all employees are

required to maintain a neat and professional appearance that is suitable for the workplace.

2. Comanche Nation department directors may determine and enforce guidelines for workplace-appropriate attire and grooming for their areas, including natural or artificial scents that could be distracting or irritating to others.
3. Procedure -All Comanche Nation employees are expected to present a professional, businesslike image to clients, visitors, customers, and the public. Acceptable personal appearance, like proper maintenance of work areas, is an ongoing requirement of employment with Comanche Nation.
 - a. Supervisors should communicate any department -specific workplace attire and grooming guidelines to employees during new-hire orientation and evaluation periods.
 - b. Any questions about the department's guidelines for attire should be discussed with the employee's immediate supervisor.
 - c. Any staff member who does not meet the attire or grooming standards will be subject to corrective action and may be asked to leave the premises to change clothing.
 - d. Hourly paid staff members will not be compensated for any work time missed because of failure to comply with designated work place attire and grooming standards.
4. All staff members must carry or wear the Comanche Nation identification at all times while at work. This could include name tag or ID Badge.
5. Specific Requirements - Certain staff members may be required to meet special dress, grooming and hygiene standards, such as wearing uniforms or protective clothing, depending on the nature of their job. Uniforms and protective clothing may be required for certain positions and will be provided to employees by Comanche Nation.
 - a. At the discretion of the department director, in special circumstances, such as during unusually hot or cold weather or during special occasions, staff members may be permitted to dress in a more casual fashion than is normally required.
 - b. On these occasions, staff members are still expected to present a neat appearance and are not permitted to wear ripped, frayed or disheveled clothing or athletic wear.
 - c. Likewise, tight, revealing or otherwise workplace-inappropriate dress is not permitted.

6. Reasonable Accommodations of Religious Beliefs - Comanche Nation recognizes the importance of individually held religious beliefs to persons within its workforce.
 - a. Comanche Nation will reasonably accommodate a staff member's religious beliefs in terms of workplace attire unless the accommodation creates an undue hardship.
 - b. Accommodation of religious beliefs in terms of attire may be difficult in light of safety issues for staff members.
 - c. Those requesting a workplace attire accommodation based on religious beliefs should be referred to the human resource department.
7. Casual or dress-down days must be neat and clean. No holes in jeans or shirts, Sweatshirts and T-shirts are allowed but cannot have inappropriate graphics. Employees may wear tennis shoes on Fridays.

Appropriate	Inappropriate
Slacks	
<ul style="list-style-type: none"> • Khakis or corduroys • Jeans (must be clean and free of rips, tears and fraying; may not be excessively tight or revealing) • Skorts, capris 	<ul style="list-style-type: none"> • Sweatpants, leggings, exercise wear • Shorts, low-rise or hip-hugger pants or jeans
Shirts	
<ul style="list-style-type: none"> • Polo collar knit or golf shirts • Oxford shirts • Company logo wear (including t-shirts) • Short-sleeved blouses or shirts and t-shirts that are non-graphic tees. • Turtlenecks 	<ul style="list-style-type: none"> • Graphic T-shirts • Beachwear • Sleeveless blouses or shirts • Exercise wear • Crop tops, clothing showing midriffs, spaghetti straps

<ul style="list-style-type: none"> • Blazers or sport coats • Jackets, sweaters, and sweatshirts/hoodies (only for positions that work in the elements) 	
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Shoes

<ul style="list-style-type: none"> • Boating or deck shoes, moccasins • Casual, low-heel, open-back shoes (e.g., mules, sling backs), open-toe sandals • Athletic shoes, tennis shoes (On Casual Friday) 	<ul style="list-style-type: none"> • Flip-flops • Croc-like sandals
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8. Business Attire - The following guidelines apply to business attire if business attire mandates: Dress appropriately when representing Comanche Nation when attending conferences or CN Meetings.
 - a. Dress shirts;
 - b. Ties;
 - c. Tailored Sport Coats or blazers;
 - d. Dress pants (not khakis);
 - e. Tailored pantsuits;
 - f. Coordinated separates; and
 - g. Closed-toed shoes.
9. Exempt Employees – Those whose position description involve manual labor in their daily duties will be exempt from business office attire.
10. Clinical/Health Field Setting – In medical home visiting situations, clinic attire, such as scrubs and athletic tennis shoes are allowable.
11. Addressing workplace attire and hygiene problems:
 - a. Violations of this policy can range from inappropriate clothing items to offensive perfumes and body odor.

- b. If a staff member comes to work in inappropriate dress, he or she will be required to go home, change into conforming attire or properly groom, and return to work.
- c. If a staff member's poor hygiene or use of too much perfume/cologne is an issue, the supervisor should discuss the problem with the staff member in private and should point out the specific areas to be corrected.
- d. If the problem persists, supervisors should follow the normal corrective action process.

V. HARASSMENT POLICY

- A. Comanche Nation has a ZERO TOLERANCE policy for harassment in the workplace.
- B. The most productive and satisfying work environment is one in which work is accomplished in a spirit of mutual trust and respect.
- C. Harassment is a form of discrimination that is:
 - 1. Offensive;
 - 2. Impairs morale;
 - 3. Undermines the integrity of employment relationships; and
 - 4. Causes serious harm to the productivity, efficiency and stability of the Comanche Nation.
- D. It is the policy of the Comanche Nation that all employees should enjoy a working environment free from all forms of illegal discrimination, including sexual harassment and other harassment based on race, religion, national origin, age, or disability.
- E. No employee, either male or female, should be subjected to unsolicited or unwelcome sexual overtures or conduct, either verbal or physical, or to a hostile environment, or to unwelcome conduct based on race, religion, national origin, age or disability.
- F. Sexual Harassment and other workplace harassment are a violation of Comanche Nation policy.
- G. Comanche Nation will treat sexual harassment and harassment based on race, religion, national origin, age, and disability like any other form of employee misconduct will not be tolerated.
- H. Comanche Nation will enforce disciplinary action against any person who threatens or insinuates, either explicitly or implicitly, that an employee's refusal to submit to sexual advances will adversely affect the employee's employment, evaluation, wages, advancement, assigned duties, shifts, or any condition of employment or career development. This discipline will result in termination.

- I. Comanche Nation recognizes that the questions of whether a particular action or incident is a purely personal, social relationship without a discriminatory employment effect requires a determination based on all facts in each case. Therefore, the Comanche Nation will act positively to investigate alleged sexual harassment and another workplace harassment claims and to effectively remedy them when an allegation is determined to be valid.
- J. Given the nature and the type of discrimination, the Comanche Nation also recognizes that false accusations of sexual harassment or other workplace harassment can have serious effects on innocent men and women. Therefore, false accusations could result in the same severe disciplinary action applicable to one found guilty of sexual harassment or another workplace harassment. Also, all information that relates to a sexual harassment complaint will be kept as confidential as possible and no retaliatory measures will be permitted.
- K. Employees subjected to acts of sexual harassment or other workplace harassment should consider requesting the persons involved to cease from such harassment and shall immediately report such conduct to their supervisor, a supervisor other than their immediate supervisor, their department director, or the Human Resources Director.
- L. Sexual Harassment Defined – Sexual harassment shall be defined as unwelcome advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:
 - 1. Submission of such conduct is made either explicitly or implicitly a condition of an individual's employment.
 - 2. Submission to or rejection of such conduct by an individual is used as the basis for employment decision affecting such individual.
 - 3. Such conduct has the purpose or effect of "unreasonably" interfering with the individual's work performance or creating an intimidating, hostile, or offensive work environment.
- M. Sexual harassment may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing", "practical jokes", jokes about gender-specific traits, foul or obscene language or gestures, displays of foul or obscene printed or visual material, and physical contact, such as patting, pinching, or brushing against another's body.
- N. To summarize the above, sexual harassment is any unwelcome sexual conduct that has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.
- O. Sexual conduct shall be defined as sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Verbal conduct of a sexual nature could include the telling of dirty jokes, use of vulgar language, and/or

discussion of sexual activities or practices. These are not the only examples of sexual conduct but are simply given as clarification.

- P. Other Workplace Harassment Defined – Other workplace harassment shall be defined as unwelcome, unsolicited verbal or physical conduct directed towards an employee's race, national origin, age, religion, or religious beliefs, or mental psychological, emotional, or physical condition.
- Q. Other workplace harassment may include improper language such as ethnic or racial slurs or jokes, regular assignment to demeaning jobs or those jobs that are least desirable, consistent treatment in a derogatory or demeaning manner, derogatory or demeaning characterization of an employee based on the following:

- 1. Age;
- 2. Improper Language that refers specifically to an employee's religion or religious beliefs in a derogatory manner;
- 3. Consistently excluding an employee from certain kinds of work or activities because of their disability; or
- 4. Unflattering references to an employee's mental, psychological, emotional, or physical condition.

R. Hostile Work Environment Defined

- 1. A "hostile work environment" is a work atmosphere contaminated by a pattern of offensive conduct directed at an individual's protected class status.
- 2. The law further describes the elements of a hostile work environment as conduct of a verbal or physical nature that is sufficiently severe or pervasive to have the purpose or effect of unreasonably interfering with work performance or creating an intimidating, hostile, or offensive working environment.

S. Filing a complaint

- 1. You should tell the co-worker to stop the offensive behavior.
- 2. If the co-worker does not stop the offensive behavior, you should then make a complaint to ONE of the following:
 - a. Your immediate supervisor;
 - b. A supervisor other than your immediate supervisor;
 - c. Your department director;
 - d. Human Resources Director; or
 - e. Tribal Administrator.
- 3. When making the complaint, you must provide specific facts concerning the offensive behavior. These facts should answer the following:

- a. Who committed the offensive behavior?
 - b. What was the specific behavior?
 - c. When and where did the incident(s) occur?
 - d. Were there any witnesses?
 - e. Did the incident occur more than once?
4. If the person receiving the complaint is someone other than the Human Resource Director, that person should promptly alert the Human Resource Director of the situation.
 5. It is the responsibility of the Human Resources Director to conduct an investigation to verify the facts of the complaint.
 6. If the person who is the subject of the complaint is the Human Resources Director, then the complainant should report to the Tribal Administrator or the Chairman.

T. Receiving a Complaint

1. You should get as many facts as possible. Questions you should ask include:
 - a. Who committed the offensive behavior?
 - b. What was the specific behavior?
 - c. When and where did the incident(s) occur?
 - d. Does the person making the complaint have any idea why the offensive behavior occurred?
 - e. Were there any witnesses to the situation?
 - f. What is the history of the relationship between the complainant and the alleged harasser? Were they friends? Casual acquaintances?
 - g. Has this type of incident ever happened before?
2. Stay neutral. It is your responsibility to gather the facts, not make judgments. It is also important that you not make any promises, other than say an investigation will be forthcoming.
3. Call the Human Resources Director with the complaint. Report all information you have gathered. It is critical that you make this step as soon as possible after receiving the complaint.
4. If you actually observed harassing conduct, it is your responsibility as a supervisor to immediately intervene to halt the conduct. You are required to call Human Resources Director, so an investigation can begin.

U. Human Resource Director Responsibilities

1. When a harassment concern is brought to the attention of the Human Resources Director, the Director will do the following on an informal basis before serving the department with a formal complaint:
 - a. Hold an assessment interview to find out the following:
 - i. What happened?
 - ii. When?
 - iii. Where?
 - iv. Were there witnesses?
 - v. What resolution is requested?
 - vi. Advise employee of their right to file a complaint.
 - vii. Ask if employee has requested a resolution within the department and encourage them to do so, if not previously done.
 - viii. With the consent of the employee, arrange a meeting between the employee feeling harassed and appropriate department staff to seek resolution with the department.
 - ix. Assure the employee that all information will be kept as confidential as possible and that no retaliatory measures will be permitted.
2. If informal resolution of the harassment complaint cannot be achieved, the Human Resources Director will do the following:
 - a. Notify the Tribal Administrator and the employee's department in writing that an investigation will be conducted.
 - b. Contact Comanche Nation Law Enforcement Investigator to Interview person(s) feeling harassed.
 - c. Interview person(s) charged with harassment.
 - d. Interview witnesses and supervisor.
 - e. Review actions taken by department to prevent harassment.
 - f. Review related charges, personnel files, work records, and other relevant information.
 - g. Prepare a report of findings, including a recommendation to the department director on how to handle the concern.
 - h. Comanche Nation Legal Attorney may review the report.
 - i. Follow-up.
3. Notify the person filing the complaint, the department director, Human Resources, and the Tribal Administrator of the decision.

- a. If no evidence of harassment is found, the Human Resources Director will notify the person bringing the concern and the department that the case is closed.
- b. False accusations could result in the same severe disciplinary action applicable to one found guilty of harassment.
- c. If probable cause that harassment has occurred is found, the Human Resources Director will meet with the person feeling harassed, the department to advise them of the finding, and to notify them as to what disciplinary actions will be taken.

VI. VIOLENCE IN THE WORKPLACE

- A. The Comanche Nation is committed to preventing workplace violence and to maintaining a safe work environment.
- B. The Comanche Nation will not tolerate acts of violence committed by or against Comanche Nation employees while on the Comanche Nation property or while performing Comanche Nation business.
- C. The word “violence” in this policy includes, but is not limited to, an act or behavior that:
 - 1. Consists of physical assault;
 - 2. Is an attempt at physical assault;
 - 3. Consists of a communicated or perceived threat to harm another individual or in any way endanger the safety of an individual;
 - 4. Is perceived as obsessively directed, e.g., intensely focused on a grudge, grievance or romantic interest in another person which could result in harm or threats of harm to people or property;
 - 5. Involves carrying or displaying weapons while conducting business with the Comanche Nation;
 - 6. Destroying property or throwing objects in a manner perceived to be threatening;
 - 7. Consists of a communicated or perceived threat to destroy property; or
 - 8. Harassment or defamation of character through social media.
- D. The word “workplace” in this policy includes, but is not limited to, violent actions or behavior that occurs:
 - 1. On All Comanche Nation Property; or
 - 2. While on Comanche Nation business.
- E. Violent actions or behavior directed at or relating to Comanche Nation employees, elected officials or vendors will not be tolerated or ignored. Violent actions or

behavior on Comanche Nation property or at the Comanche Nation facilities, or while on Comanche Nation business, will not be tolerated or ignored.

F. Any unlawful violent actions committed will be reported to the proper authorities.

G. The Comanche Nation intends to use legal, administrative, and disciplinary procedures to secure the workplace from violence and to reasonable protect employees or others threatened by Comanche Nation tribal employees, members, and visitors.

H. Possession and Use of Dangerous Weapons by Employees:

1. In the interest of maintaining a workplace that is safe and free of violence, except as hereinafter provided, possession or use of dangerous weapons is prohibited on the Comanche Nation property.

2. Dangerous weapons are defined as any instrument capable of producing bodily harm, in a manner, under circumstances, and at a time and place that manifests intent to harm or intimidate another person or that warrants alarm for the safety of another person.

3. Exceptions to Dangerous Weapons Prohibitions:

a. Employees of the Comanche Nation may possess a firearm on Comanche Nation Property if:

- i. They are engaged in law enforcement activities (on or off duty) or is authorized by having their certification issued by the State of Oklahoma to provide to Comanche Nation Law Enforcement.
- ii. Authorized by the Tribal Administrator through Law Enforcement to carry or use firearms.
- iii. They are legally in possession of a firearm and said firearm is stored unloaded, locked in or locked to a personal vehicle, on property designated as employee parking.

4. Responsibilities and Procedures for Employees:

- a. Refrain from acts of violence and seek assistance to resolve personal issues that may lead to acts of violence in the workplace or involving Comanche Nation employees, officials or vendors;
- b. Immediately report to directors and managers any dangerous or threatening situations that occur in the workplace; and
- c. Contact 911 if any act or altercation constitutes an emergency, and then contact the director and Tribal Administrator.
- d. In instances that are not an emergency situation, contact your supervisor immediately.

- e. Employees are encouraged to report to their directors/managers situations that occur outside of the workplace which may affect workplace safety, e.g., instances where protection orders have been issued, etc.
 - f. Any employee inciting violence by filming or posting to social media is strictly prohibited.
5. If there is any suspicion of workplace violence, then an investigation will need to be completed.
- a. After a full investigation, if it involves an employee who is violent, then appropriate disciplinary action will be taken.
 - b. Any employee determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to disciplinary action, up to and including termination.
 - c. To the extent circumstances warrant such, the Comanche Nation will impose disciplinary actions in a progressive manner.

VII. DISCIPLINARY ACTION (Discipline and Discharge).

- A. It shall be the duty of all employees at the Comanche Nation to maintain high standards of cooperation, efficiency and economy in their work of the Nation.
 - B. Department directors and supervisors shall organize and direct the work of their employees to achieve these objectives.
 - C. Employees who violate the established rules and regulations of the Comanche Nation shall be subject to having disciplinary actions or measures taken against them.
1. Alternatives: Whenever the work habits, attitude, production, infraction of regulations, or personal conduct of an employee falls below a desirable standard, supervisors should point out to the employee their deficiencies at the time they are observed. Disciplinary actions may result in any one, or a combination of the following disciplinary measures, as appropriate, for any just and reasonable cause:
- a. Coaching or Verbal Reprimand;
 - b. Performance Improvement Plan;
 - c. Suspension without pay;
 - d. Suspension without pay pending investigation;
 - e. Reduction in Pay;
 - f. Demotion; or
 - g. Discharge or Termination.

2. Coaching or Verbal Reprimand: An “Verbal Reprimand” represents a warning which is usually given to an employee in the case of a minor infraction.
 - a. An “verbal reprimand” may be reduced to writing and placed in the employee’s personnel file.
 - b. A warning which is not reduced to writing and placed in the employee’s personnel file shall not be considered and treated as an official disciplinary action, although it may be referenced and considered in the employee’s performance evaluation.
3. Performance Improvement Plan: A “Written Reprimand” represents a written admonishment for a significant infraction or repeated minor infractions.
 - a. When disciplinary action is taken by the supervisor, a memorandum shall be prepared detailing such action and all matters prepared detailing such action shall be filed in the employee’s personnel file;
 - b. A plan of action shall be given with timelines and a follow-up prior to the end of the disciplinary action to ensure the plan of action was met;
 - c. Performance Improvement Plans are serious disciplinary actions which may put the employee on notice that a more severe disciplinary action may be taken unless improvement is demonstrated; and
 - d. A copy of this completed form will be given to the employee and one placed in the file.
4. Use of Items from Personnel File: Oral and written reprimands will remain within the employee's personnel file. However, after the following periods of time pass without the employee receiving any further disciplinary actions (including those that may be imposed for unrelated causes), these reprimands will not be used as justification or support for future disciplinary actions against the employee:
 - a. Verbal reprimands shall be removed from an employee’s personnel file once a period of one (1) year passes without the employee receiving any further disciplinary actions.
 - b. Written reprimands shall be removed from an employee’s personnel file once a period of two (2) years passes without the employee receiving any further disciplinary actions.

- c. While the employee may request a review of their personnel file, the presence or absence of past verbal and written reprimands that meet the time criteria outlined above will not impact their consideration in future disciplinary matters.
- d. Notwithstanding the above, all documentation of disciplinary actions, including verbal and written reprimands, will be provided to the employee in the event of termination for the purpose of any appeal hearing.
- e. At the discretion of the department director, a verbal or written reprimand may be disregarded for future disciplinary actions after the passage of one (1) year from the issuance of a verbal reprimand or two (2) years from the issuance of a written reprimand, even if the employee receives further disciplinary action within those time periods.

5. Suspension without Pay:

- a. “Suspension without Pay” results from a serious infraction or a continued repetition of minor infractions.
- b. This will penalize the employee by suspending their pay for a period of days and formally documenting the actions in the official employee file.
 - i. This action will place the employee on written notice that more severe disciplinary action, including demotion or discharge may be taken, unless improvement is demonstrated.
 - ii. Employees are afforded the opportunity to answer written charges upon issue of disciplinary actions.

6. Reduction in Pay

- a. A reduction in pay is a serious disciplinary action taken by the director, manager, and/or supervisor with the Tribal Administrator’s approval, resulting from employee’s undesired behavior not being corrected.
 - i. The employee’s wages are reduced.
 - ii. The supervisor shall closely observe an employee’s behavior and determine whether more formal disciplinary action should be issued.

7. Demotions

- a. Demotions are serious disciplinary actions that will penalize employees by reducing their responsibilities and privileges and/or pay grade.
 - i. Employees are afforded the opportunity to answer written charges and complaints;
 - ii. The employee could be suspended with the demotion; and
 - iii. The Tribal Administrator shall approve the demotion with proper documentation.

8. Job Abandonment

- a. Employees who are a no call no show for three (3) consecutive days will be considered as job abandonment and will not be able to re-apply for one (1) year.

9. Terminations

- a. Voluntary Termination (Resignations): Employees who choose to resign must provide a written notice of two (2) weeks, if possible, to allow the department to make arrangement to hire and pick up extra workload for staff.
- b. Involuntary Termination:
 - i. Performance Issues After reasonable attempts to address deficiencies (e.g., performance improvement plans).
 - ii. Misconduct: Immediate termination may occur for severe violations such as fraud, harassment, violence, or breach of tribal confidentiality.
 - iii. Involuntary Terminations will not be able to re-apply for one (1) year.
- c. Layoffs or Workforce Reductions: Decisions for related layoffs will be considered based off of Comanche Nation needs, funding limitations, and budget constraints.
- d. Final Pay and Benefits
 - i. Unused Leave: Payment for unused vacation time will be provided unless the employee owes the tribe money (e.g., Travel Reimbursement etc.).

- ii. Health Benefits: Employees may be eligible for continued health coverage (e.g., COBRA).
 - iii. Final Paycheck: Delivered within two (2) weeks of termination, as outlined in tribal and federal laws.
- e. Return of Tribal Property
 - i. Employees must return all tribal government property, including ID cards, keys, laptops, uniforms, or other assets.
 - ii. If the property is not returned, the cost of the items will be deducted from their last paycheck.
 - iii. If the property is not returned, Comanche Nation will send law enforcement to then collect and gather these items from the employee.
- f. All employees of Comanche Nation have the right to file an appeal upon receiving corrective action.
 - a. Employee, upon termination, will give the HR department no more than seven (7) days to gather information and present that information to the employee for their appeal process.

VIII. GRIEVANCE PROCEDURES

A. Grievances

1. This procedure is intended to encourage employees to discuss employment problems with their supervisors, thereby providing a basis to talk over matters of mutual interest, to explain, to reach agreement, to make adjustments, if necessary, and to foster a better understanding between employees and supervisors.
2. Discussion between employees and supervisors is the best way to identify and remove causes of misunderstanding and grievances, and will lead to a better understanding, by both, of policies, procedures, and practices, which affect employees.
3. The supervisor and employee are encouraged to strive to resolve grievances matters between themselves.
4. The primary purpose of any grievance procedure is to promote reaching a decision, acceptable to both parties, consistent with the Comanche Nation Human Resources Policy & Procedures.
5. Grievances must be considered objectively and in an atmosphere of mutual understanding.

6. Supervisors and employees alike must recognize the true purpose of this procedure to help establish a sound employment climate, thereby enabling each employee to better perform their duties and discharge their responsibilities.

B. Subjects of Grievances

1. Issues and Actions which are specifically precluded from appeal shall not be considered and treated as a grievance.
2. The issues and actions which shall be considered and treated as grievance, may be filed and processed through the Grievance Procedure as follows:

a. Personnel Actions

- i. The termination of an employee.
- ii. An employee may not submit a grievance for a termination which occurs because of one of the following reasons:
 - a) The termination or elimination of an employee's position due to budget cuts;
 - b) The conclusion or termination of an employee's layoff status due to reduction in force; or
 - c) An employee's absence without approved leave for three (3) or more consecutive work days.

b. Disciplinary Actions

- i. The suspension of an employee for five (5) days or more;
- ii. The involuntary demotion of an employee; and
- iii. The discharge of an employee for cause.

C. Grievance Filing Procedures

1. Grievances involving the "issues" set forth may be filed by an aggrieved employee.
2. Grievances involving "Personnel Actions" and "Disciplinary Actions" may be filed by the employee.
3. All grievances are to be submitted to the Human Resources Department on an official "Grievance Form".
4. The Human Resources Director shall provide a copy to the appropriate supervisor and/or director.
5. The form must be properly completed, signed and dated by the aggrieved employee.

6. The complaint must contain the following:
 - a. A statement of the complaint;
 - b. Sections of the Human Resource Policy & Procedures violated;
 - c. The dater of the alleged violation; and
 - d. Relief or remedy sought.
7. Step One (1) – Immediate Supervisor - A grievance must be received within ten (10) business days from the date of the event.
 - a. A grievance may be withdrawn or concluded at any step in the grievance procedure as well as the conclusion of the grievance procedure.
 - b. The Comanche Nation director and/supervisor shall review the grievance and file a written response within ten (10) business days after receipt of the grievance.
 - c. If the employee is not satisfied with the written response of the immediate supervisor, then they may progress the grievance to the next step of the grievance procedure within ten (10) business days after the date of the immediate supervisor’s response.
8. Step Two (2) – Immediate Director – This step is initiated if the employee is not satisfied with the results of Step One and elects to appeal the immediate supervisor’s decision to the Director within ten (10) business days after receipt of the response.
 - a. The Director shall review the grievance and file a written response within ten (10) business days after receipt of the grievance.
 - b. The director’s written response shall confirm, amend, or reverse the decision of the immediate supervisor.
 - c. If the employee is not satisfied with the written response of the director, then they may progress the grievance to the third step of the grievance procedure within five (5) business days after the date of the director’s response.
9. Step Three (3) – Tribal Administrator – This shall be initiated if the employee is not satisfied with the results of Step Two and elects to appeal the department director’s decision to the Tribal Administrator within five (5) business days after the date of receipt.
 - a. The Tribal Administrator shall review the grievance along with all pertinent information and correspondence to date.

- b. The Tribal Administrator may, at their discretion, schedule and hold a grievance meeting within five (5) business days after receipt of the grievance.
- c. Either the Tribal Administrator or designated representative (Compliance Director) may conduct the grievance meeting.
- d. Both the employee and the Comanche Nation shall have the right to call such witnesses as necessary to the investigation and explanation of the grievance.
- e. The Tribal Administrator shall file a written response to the grievance within five (5) business days after the date of the grievance meeting, or if no grievance meeting is held, within five (5) days after receipt of the grievance.
- f. The Tribal Administrator's written response shall confirm, amend, or reverse the decision of the department director.
- g. If the employee is not satisfied with the written response of the Tribal Administrator, then the employee may refer the grievance to an Appeal Board through the Human Resources Department within fifteen (15) business days after the date of the Tribal Administrator's response.

10. Appeal Board

- a. The Appeal Board procedure shall be initiated if the employee is terminated and is not satisfied with that termination. If the employee elects to refer the termination to the appellant procedure in the manner and within the time limit of five (5) business days after receipt of the employee's Directors decision to terminate.
- b. The Appeal Board procedure shall be initiated if the employee is not satisfied with the results of the foregoing grievance procedure, and if the employee elects to refer the grievance to the appellant procedure in the manner and within the time limit of five (5) business days after receipt of the Tribal Administrator's decision.
- c. The Appeal Board procedure shall be initiated by the employee if they do not agree with the decision for the adverse action given to them by their director. Every appeal will be reviewed by HR and if it is found to be a serious or flagrant violation of the policies and procedures, the decision to move forward with an appeal will then be approved or denied by the Tribal Administrator (TA).
- d. The procedure shall only be available in the event of disciplinary action involving a suspension of five (5) days or more, demotion, or termination.
- e. Selection of Arbitrator – Within ten (10) business days following the date that Human Resources Director receives the employee's

written request for an appeal hearing, the Human Resources shall notify the appeal board selection of a few date options.

- f. The Appeal Board shall consist of at least three people, and will be made of a culmination of directors and/or supervisory-level employees from one of the Nation's entities (Comanche Nation Government, Comanche Nation Housing Authority, Comanche Nation Enterprises, Inc., Comanche Nation Entertainment). The appeal board needs to be unbiased and HR shall inquire into each panelist's prior knowledge and dealings with the appealing employee to ensure that each panelist is unbiased.
- g. Hearings
 - i. All hearings shall be held in the HR Conference room at Comanche Nation, and shall not be open to the public unless otherwise mutually agreed to by the Comanche Nation and employee.
 - ii. The Appeal Board shall conduct a fair and impartial hearing.
 - iii. In conduct of this hearing, the appeal board shall have the power to administer oaths and affirmations, and the appeal board shall also have the power to secure, both the attendance and testimony of witnesses, and the production of books, papers and records which are necessary to the explanation of the grievance and the conduct of the hearing.
 - iv. In conduct of this hearing, the appeal shall only consist of the appeal board, which is at least three (3) members, an HR Representative (typically the HR Director), and the Appellant.
- h. Authority of Appeal Board – The board shall only consider and make a decision with respect to the specific issue or action being appealed in the grievance(s), and the board shall have no right or authority to make a decision concerning any other actions or issues.
 - i. In reaching a decision, the board shall have no right or authority to amend, modify, nullify, ignore, add to or subtract from the provisions of the Human Resource Policy & Procedure manual, or the rules and regulations of the Comanche Nation.
 - ii. In the same regard, the board shall be without power to make a decision that is contrary to or inconsistent with, or

- modifying or varying in any way, the application of laws, rules and regulations having the force and effect of law.
- iii. The decision shall be based solely upon the board's interpretation of the meaning and application of the provisions of the Human Resources Policy and Procedure Manual, as relates to the facts of the grievance as presented.
 - iv. The board may confirm, amend, or reverse the decision of the Tribal Administrator, or in the absence of a decision by the Tribal Administrator, the decision of the department director; provided however, that the board may not increase the disciplinary action recommended.
 - v. In reaching a decision and, if necessary, fashioning an appropriate remedy the board shall take into consideration interim compensation and efforts to mitigate damages.
 - vi. In this regard, no liability shall accrue against the Comanche Nation for a date more than one (1) month prior to the date the grievance was originally filed, or in the case of a disciplinary action, the date of the discipline.
- i. Opinion of the Appeal Board – The board shall submit a decision, in writing, to both the Comanche Nation and the employee.
- i. The board shall render a decision concerning the grievance as soon as possible following the close of the appeal hearing or the submission of briefs by the parties.
 - ii. However, the Comanche Nation and the employee may mutually agree to request the board to render a decision at the close of the appeal hearing, or within five (5) business days following the close of the appeal hearing.
 - iii. It is the duty of the Appeal Panel to render a decision to the appellant and that decision is final and the grievance is considered over and the results will be filed in the employee's personnel file.
- j. Appeal Hearing Expense
- i. Each party shall be responsible for compensating its own representatives, witnesses, and legal counsel when helping the employee prepare for the appeal
 - ii. At any time, the employee is allowed to have an advocate or representatives present with the employee during the appeal process.

k. Release of Information

- i. When an appeal hearing is requested, the act of requesting such an appeal shall constitute authorization to reveal to the participants in the appeal procedure any and all information available concerning said appeal hearing.
- ii. Such filing shall further constitute a release from any and all claims of liability by reason of such disclosure.

Comanche Nation Tribal Government Policy and Procedure Acknowledgement and Agreement

I, _____, hereinafter referred to as EMPLOYEE; acknowledge that I have received and reviewed the Comanche Nation Tribal Government Employee Policy and Procedures Manual.

The Comanche Nation Tribal Government is committed to fostering a productive, respectful, and compliant work environment for all its employees. A cornerstone of this commitment is a comprehensive set of employee policies and procedures, designed to guide employee conduct, ensure fair treatment, and uphold the values of the Comanche Nation.

These policies and procedures cover a wide range of topics, including:

- **Code of Conduct:** Outlines expected behavior and ethical standards for all employees.
- **Performance Management:** Explains the process for setting goals, providing feedback, and evaluating performance.
- **Workplace Safety:** Covers safety protocols and procedures to maintain a safe and healthy work environment.
- **Disciplinary Action:** Outlines the process for addressing policy violations and employee misconduct.
- **Use of Technology and Resources:** Explains the guidelines for using tribal government property and technology.

It is crucial that every employee takes the time to carefully review and understand these policies. By doing so, employees contribute to a positive and professional atmosphere that promotes teamwork, efficiency, and respect. These policies are not intended to be restrictive but rather to create a clear framework for how we all work together to achieve the goals of the Comanche Nation.

By understanding and embracing these policies, we are all working together to build a stronger, more effective, and more equitable Comanche Nation Tribal Government. I understand that it is my responsibility to familiarize myself with these policies and procedures and to adhere to them in my role as an employee of the Comanche Nation Tribal Government.

I understand that these policies and procedures may be updated or revised from time to time, and I am responsible for staying informed of any changes. I also understand that it is my responsibility to seek clarification from my supervisor or the Human Resources Department if I have any questions or concerns regarding these policies.

Employee's Name (Please print) _____

Employee's Signature _____ Date _____

Comanche Nation Tribal Government Confidentiality & Non-Disclosure Agreement

I, _____, hereinafter referred to as EMPLOYEE; in consideration of my employment with the Comanche Nation Tribal Government, hereinafter referred to as EMPLOYER, agree to the following:

1. Employee hereby acknowledges that Employer has placed him/her in a position of trust and confidence and agrees that during his/her employment, and at any time thereafter, he/she will not either directly or indirectly disclose to any person, firm or corporation or use for his/her own personal benefit, any matter affecting or relating to the Employer's business including, but not limited to, the names of and confidential information concerning Employer's customers, trade secrets, manner of operations, electronic data processing systems, insurance rates, financial and banking information, or any other information concerning the business of the Employer, except as required in Employee's duties to Employer.
2. Employee acknowledges the fact that he/she has access to confidential information concerning other Employees of the Employer and agrees that during the term of his/her employment, and at any time thereafter, he/she will not either directly or indirectly disclose to any persons, firm, or corporation, or avail himself/herself of any confidential information concerning other Employees of Employer, except as required in Employee's duties to Employer.
3. Upon termination of employment, Employee will promptly deliver to Employer all manuals, identification cards, uniforms, letters, notes, notebooks, reports and all other materials of a secret or confidential nature relating to Employer's business which is in the possession of the Employee.

Employee's Name (Please print) _____

Employee's Signature _____ Date _____

Comanche Nation Tribal Government Employee Agreement Form

- 1) _____ I have read and understand the Confidentiality Agreement.
- 2) _____ I have received a copy of the Comanche Tribal Government Employee Human Resources Policies & Procedures and I have read its entire contents.
- 3) _____ In accordance with statements in the Comanche Nation's Drug-Free Workplace Policy, I consent to the test of my blood, saliva, breath, hair follicle or urine to determine whether or not there is the presence of any illegal/unauthorized substances in my body. I also consent to the release of the results of these tests and all records relating to any treatment and/or rehabilitation program I undergo to authorized governmental authorities. I agree to read the Drug-Free Workplace Policy included with these Personnel Policies & Procedures, which provides more information on this subject. I also understand that if I test positive for controlled substances, I may immediately be terminated from employment. I also understand that I may contact the Human Resources Department for information about the rehabilitation program.
- 4) _____ I agree to follow the Personal Appearance Policy from the Personnel Policies & Procedures and I understand that failure to follow this policy may result in disciplinary action up to and include termination.
- 5) _____ I agree that the Nation may withhold from my final paycheck the cost associated with unreturned items which I have been issued.
- 6) _____ I agree to adhere to the Comanche Nation Network System Policy for Electronic Data and Communications, and I am responsible for following the stated guidelines.
- 7) I, _____ have read and understand the above Cellular Phone Policy, and agree to adhere to the rules outlined therein.

I agree to all the items listed above:

Employee's Name (Please print) _____

Employee's Signature _____ Date _____

COMANCHE NATION HEADQUARTERS SEXUAL HARASSMENT STATEMENT & ACKNOWLEDGEMENT

Sexually harassing or offensive conduct in the workplace, whether committed by directors, non-supervisory employees, or non-employees, is prohibited as defined below:

- A. Unwanted physical contact or conduct of any kind, including sexual flirtations, touching, advances, or propositions
- B. Verbal harassment of a sexual nature, such as lewd comments, sexual jokes or references, and offensive personal references, i.e., terms of endearment, offensive names, vulgar or demeaning references, intimidating, or sexually suggestive comments about an individual
- C. The display in the workplace of demeaning, insulting, intimidating, or sexually suggestive objects, words, graphics or photographs
- D. Demeaning, insulting, intimidating, or sexually suggestive written, recorded, or electronically transmitted messages (such as email, instant messaging, internet materials and digital pictures or text from a cell phone).

Any employee who believes that a director, other employee's or nonemployee's actions or words constitute unwelcome harassment has a responsibility to report or complain about the situation as soon as possible to the employee's supervisor, or to the Director of Human Resources if the complaint involves the supervisor or manager.

- A. Complaints of harassment will be handled and investigated by designated personnel unless special procedures are considered appropriate. All complaints of harassment will be investigated promptly and in as impartial and as confidential manner as possible. Employees are required to cooperate in any investigation. A timely resolution of each complaint should be reached and communicated to the parties involved.
- B. Any employee or manager/supervisor who is found to have violated this anti-harassment policy will be subject to appropriate disciplinary action, up to and including termination.
- C. Any form of retaliation against employees for bringing bona fide complaints or providing information about harassment is prohibited.

Reports or complaints are to be filed within five (5) business days that the incident occurred

By signing my name below, I have read and understand the above Sexual Harassment Policy and agree to adhere to the rules outlined therein.

Employee's Name (Please print) _____

Employee's Signature _____ Date _____



**RESOLUTION TO AMEND THE SPECIAL LAW ENFORCEMENT CROSS DEPUTIZATION
AGREEMENT TO INCLUDE LAWTON POLICE DEPARTMENT**

- WHEREAS,** the Comanche Nation is a federally recognized Indian Tribe with a Constitution approved by the secretary of the Interior on January 9, 1967, to safeguard tribal rights, powers, and privileges to improve the economic, moral, education and health status of its members; and
- WHEREAS,** the tradition of sovereignty of the Comanche Nation, since time immemorial, long predates the existences of the Nation, establishes the inherent sovereign powers and rights of the Comanche self-government; and
- WHEREAS,** the Comanche Business Committee is the duly elected official body designated to conduct business for and on behalf of the Comanche Nation; and
- WHEREAS,** on October 5, 2024, the Comanche Business Committee passed Resolution No. 146-2024 authorizing participation in a Special Law Enforcement Cross Deputization Agreement (SLECD) with multiple law enforcement agencies to enhance the safety and security of the Comanche Nation community; and
- WHEREAS,** the Comanche Nation recognizes the importance of including all relevant local law enforcement agencies to ensure timely and cooperative responses to law enforcement needs on and around tribal lands; and
- WHEREAS,** the Lawton Police Department serves as a key municipal law enforcement agency within the geographic and jurisdictional scope relevant to the Comanche Nation and its citizens.

NOW, THEREFORE, BE IT RESOLVED, that the Comanche Business Committee hereby amends Resolution No. 146-2024 to include the Lawton Police Department as an official party to the Special Law Enforcement Cross Deputization Agreement (SLECD).

BE IT FINALLY RESOLVED, that the Comanche Business Committee, acting for and on behalf of the Comanche Nation, does hereby authorize this amendment to the original resolution to reflect the inclusion of the Lawton Police Department

CERTIFICATION

The foregoing Resolution was adopted at a regular meeting of the Comanche Business Committee held on the 7th day of June, **2025**, at the Comanche Code Talker Room located within the Comanche Nation Complex, Lawton, Oklahoma, by a majority vote of ___ for, ___ against, and ___ abstentions, a quorum being present.

ATTEST:

Forrest Tahdooahnippah, Chairman

Robert Tippeconnie, Secretary/Treasurer



RESOLUTION

WHEREAS, the Comanche Nation is a federally recognized Indian Tribe with a Constitution approved by the secretary of the Interior on January 9, 1967, to safeguard tribal rights, powers, and privileges to improve the economic, moral, education and health status of its members; and

WHEREAS, the tradition of sovereignty of the Comanche Nation, since time immemorial, long predates the existences of the Nation, establishes the inherent sovereign powers and rights of the Comanche self-government; and

WHEREAS, the Comanche Business Committee is the duly elected official body designated to conduct business for and on behalf of the Comanche Nation; and

NOW, THEREFORE, BE IT RESOLVED, this Special Law Enforcement Cross Deputization Agreement (SLECD) will be entered into and reaffirmed with the following parties to provide timely and appropriate law enforcement responses to our tribal community emergencies:

Caddo County, Oklahoma - Caddo County Sheriff's Office

Comanche County, Oklahoma – Comanche County Sheriff's Office

Cotton County, Oklahoma - Cotton County Sheriff's Office

Grady County, Oklahoma – Grady County Sheriff's Office

Jackson County, Oklahoma – Jackson County Sheriff's Office

Kiowa County, Oklahoma - Kiowa County Sheriff's Office

Stephens County, Oklahoma – Stephens County Sheriff's Office

Tillman County, Oklahoma - Tillman County Sheriff's Office

Oklahoma Highway Patrol

Oklahoma Bureau of Narcotics and Dangerous Drugs

Lawton Public Schools Police Department

Oklahoma State Bureau of Investigations

Chickasaw Nation Lighthorse Police Department

COMANCHE

U.S. Department of Interior, U.S. Fish and Wildlife Service, National Wildlife Refuge System.
Wichita Mountain Wildlife Refuge, Federal Law Enforcement

BE IT FINALLY RESOLVED THAT, the Comanche Business Committee, acting for and on behalf of the Comanche Nation, does hereby authorize this Resolution for such intent.

CERTIFICATION

The foregoing Resolution was adopted at a regular meeting of the Comanche Business Committee held on the 5th day of October, 2024, at the Comanche Code Talker Room located within the Comanche Nation Complex, Lawton, Oklahoma, by a majority vote of 5 for, 0 against, and 0 abstentions, a quorum being present.

ATTEST:


Robert Tippeconnie, Secretary/Treasurer


Forrest Tahdooahnippah, Chairman



RESOLUTION APPROVING PROGRAMMATIC AGREEMENT AMONG U.S. DEPARTMENT OF AGRICULTURE, FOREST SERVICE, NATIONAL FORESTS AND GRASSLANDS IN TEXAS, TEXAS STATE HISTORIC PRESERVATION OFFICER, ADVISORY COUNCIL ON HISTORIC PRESERVATION, ALABAMA-COUSHATTA TRIBE OF TEXAS, ABSENTEE SHAWNEE TRIBE OF OKLAHOMA, CADDO NATION OF OKLAHOMA, CHOCTAW NATION OF OKLAHOMA, COMANCHE NATION, AND JENA BAND OF CHOCTAW INDIANS

WHEREAS, the Comanche Nation is a federally recognized Indian Tribe with a Constitution approved by the Secretary of the Interior of the United States on January 9, 1967, to safeguard tribal rights, powers and privileges to improve the economic, moral, educational, and health status of its members; and

WHEREAS, the Comanche Constitution, Article VI, Section 7(f), provides that the Comanche Business Committee has the authority to implement, administer, and report on progress of programs adopted by the Tribal Council; and

WHEREAS, the USDA Forest Service, National Forests and Grasslands in Texas (NFGT) initiated consultation on the development of a new Programmatic Agreement (PA) among the SHPO, THPOs, Tribes, and ACHP. The NFGT has worked diligently with consulting partners to develop a satisfactory process for cultural resource management and compliance with Section 106 of the National Historic Preservation Act. The PA would improve consistency and accountability in the development and application of appropriate measures to inventory, evaluate, protect, interpret, enhance, and consult on the management of cultural resources and historic properties within the NFGT; and

WHEREAS, the Comanche Nation Tribal Historic Preservation Office has had the Master Good Neighbor Agreement signed by the Comanche Nation and US Forest Service. There are the Supplemental Project Agreements, which the US Forest Service Heritage Resource Technicians (HRTs) assist with Archeology Assessments within the Forests. The Comanche Nation can collaborate with the US Forest Service in the development of their Statement of Work (SOW) to assist with their Resource Management Plan.

WHEREAS, It broadens the range of consulting parties, provides more efficient, consistent, and comprehensive compliance with the goals and mandates of Section 106 of the NHPA, encourages more thoughtful consideration and early planning for cultural resources, and better supports the NFGT's ability to accomplish their land stewardship and multiple use missions; and

NOW THEREFORE BE IT RESOLVED that the Comanche Business Committee hereby approves the Programmatic Agreement Among U.S. Department of Agriculture, Forest Service, National Forests and Grasslands in Texas, Texas State Historic Preservation Officer, Advisory Council on Historic Preservation, Alabama-Coushatta Tribe of Texas, Absentee Shawnee Tribe of Oklahoma, Caddo Nation of Oklahoma, Choctaw Nation of Oklahoma, Comanche Nation, and Jena Band of Choctaw Indians Regarding the Process for Compliance with Section 106 of

COMANCHE

the National Historic Preservation Act for Undertaking on the National Forests and Grasslands in Texas attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED that the Comanche Business Committee hereby authorizes the Tribal Chairman to sign all necessary papers and instrument to enter into such Programmatic Agreement, and any future revisions, modifications, or renewals requested by the Tribal Historical Preservation Office; and

BE IT FURTHER RESOLVED, the Comanche Business Committee, acting for and on behalf of the Comanche Nation, does hereby authorize this Resolution for such intent.

CERTIFICATION

The foregoing Resolution was adopted at a regular meeting of the Comanche Business Committee held on the 7th day of June, **2025**, at the Comanche Nation Tribal Complex, Lawton, Oklahoma, by a majority vote of ___ for, ___ against, and ___ abstaining, a legal quorum being present.

Forrest Tahdooahnippah, Chairman

ATTEST:

Robert Tippeconnie, Secretary/Treasurer

**PROGRAMMATIC AGREEMENT
AMONG**

**THE U.S. DEPARTMENT OF AGRICULTURE, FOREST SERVICE, NATIONAL FORESTS AND
GRASSLANDS IN TEXAS; THE TEXAS STATE HISTORIC PRESERVATION OFFICER; THE ADVISORY
COUNCIL ON HISTORIC PRESERVATION; THE ALABAMA-COUSHATTA TRIBE OF TEXAS; THE
ABSENTEE SHAWNEE TRIBE OF OKLAHOMA; THE CADDO NATION OF OKLAHOMA; THE
CHOCTAW NATION OF OKLAHOMA; THE COMANCHE NATION; AND THE JENA BAND OF
CHOCTAW INDIANS**

**REGARDING THE PROCESS FOR COMPLIANCE WITH SECTION 106 OF THE NATIONAL HISTORIC
PRESERVATION ACT FOR UNDERTAKINGS ON
THE NATIONAL FORESTS AND GRASSLANDS IN TEXAS**

INVITED SIGNATORY:

COMANCHE NATION, OKLAHOMA

By: _____ Date: _____
Forrest Tahdooahnippah, Tribal Chairman



File Code: 2360; 1560
Date: May 22, 2025

Honorable Chairman Tahdooahnippah
Comanche Nation
984 NW Bingo Rd
P.O. Box 908
Lawton, OK 73502

Dear Chairman Tahdooahnippah,

On May 18, 2022, the USDA Forest Service, National Forests and Grasslands in Texas (NFGT) initiated consultation on the development of a new Programmatic Agreement (PA). Since that time the NFGT has worked diligently with consulting partners to develop a satisfactory process for cultural resource management and compliance with Section 106 of the National Historic Preservation Act.

Enclosed you will find the final, "Programmatic Agreement Among The U.S. Department Of Agriculture, Forest Service, National Forests And Grasslands In Texas; The Texas State Historic Preservation Officer; The Advisory Council On Historic Preservation; The Alabama-Coushatta Tribe Of Texas; The Absentee Shawnee Tribe Of Oklahoma; The Caddo Nation Of Oklahoma; The Choctaw Nation Of Oklahoma; The Comanche Nation; and The Jena Band Of Choctaw Indians Regarding The Process For Compliance With Section 106 Of The National Historic Preservation Act For Undertakings On The National Forests and Grasslands In Texas" and a separate signatory page ready for your signature.

Please sign and return the signatory page to the NFGT Heritage Program Manager, Kristina Hill at Kristina.hill2@usda.gov.

Thank you for your time and assistance in the development of this document. It has been a pleasure to work on this with you and I look forward to our continued efforts together.

Respectfully,


KIMPTON COOPER
Forest Supervisor

Enclosed: Signatory Page

cc: Emily Dylla





**RESOLUTION TO ENTER INTO A CONTRACT FOR APPELLATE JUDGES,
BETWEEN THE COMANCHE NATION AND CASEY R. ROSS AND ROBERT D.
GIFFORD II**

WHEREAS, the Comanche Nation is a federally recognized Indian Tribe with a constitution approved by the Secretary of the Interior on January 9, 1967, to safeguard tribal right, powers and privileges to improve the economic, moral, educational and health status of its members; and

WHEREAS, the tradition of Sovereignty of the Comanche Nation, since time immemorial which long predates the existence of the Nation, establishes the inherent sovereign powers and rights of Comanche self-government; and

WHEREAS, the Comanche Business Committee is the duly elected official body designated to conduct business for and on the behalf of the Comanche Nation; and

WHEREAS, the Comanche Nation desires to enter into a four-year contract term between the Comanche Nation, Casey R. Ross and Robert D. Gifford II, to provide legal services for the Appellate Court of the Comanche Nation; and

WHEREAS, the proposed term of contract shall be from June 7, 2025 through June 7, 2029; and

NOW, THEREFORE, BE IT RESOLVED, that the Comanche Business Committee does hereby approve and authorize the resolution between the Comanche Nation, Casey Ross and Robert D. Gifford II.

BE IT FUTHER RESOLVED THAT, the Comanche Business Committee, acting for and on the behalf of the Comanche Nation, Does Hereby Authorize this Resolution for such intent.

CERTIFICATION

The above Resolution was duly adopted at a duly called meeting of the Comanche Business Committee held, **June 7th, 2025**, by a majority vote of __ for, __, against, and __ abstentions, with a legal quorum being present.

Forrest Tahdooahnippah, Chairman

ATTEST:

Robert Tippeconnie, Secretary/Treasurer

PROFESSIONAL SERVICES CONTRACT

COMANCHE NATION

AND

CASEY ROSS

June 7, 2025 to June 7, 2029

This Professional Services Contract (“Contract”) is made and entered into by and between the Comanche Nation (“Tribe”), a federal recognized Indian tribe of the United States, whose address for the purpose of this contract is P.O. Box 908, Lawton, Oklahoma 73502, Lawton, Oklahoma and CASEY ROSS, whose address is 1317 S.W. 133rd, Oklahoma City, Oklahoma 73170 (“Judge”).

I. TERM OF RETENTION AND PRIOR AGREEMENTS

This Professional Services Contract (“Contract”) is effective as of June 7, 2025, and expires June 7, 2029, unless otherwise terminated pursuant to Title 1, the Comanche Nation Tribal Court Code.

II. ADMISSION TO BAR IN GOOD STANDING

Judge represents that she is licensed to practice law in the State of Oklahoma and that no disciplinary proceedings are pending against her by the Bar Association and any jurisdiction of the United States or its territories, and that she has not been disbarred or suspended from the practice of law in any jurisdiction in the United States or its territories. Judge also represents that she meets or exceeds the minimum qualifications for Judges, as set forth in Title 1, the Comanche Nation Tribal Court Code.

III. TRIBAL RESOLUTION SUPPORT CONTRACT

The Tribe, acting under the authority of Resolution No. 90-2025, which was adopted by the Comanche Business Committee on the 7th day of June, 2025, with this Contract, agrees to retain Judge for services and in matters as specified in this Contract.

IV. DUTIES AND RESPONSIBILITIES OF JUDGE

In consideration of the compensation provided by the Tribe, the Judge will serve as an Appellate Court Judge at the Comanche Nation Court. This Contract will be monitored by the Court Administrator for the Tribe and under the direction of the Tribal Council. Duties include, but are not limited to the following:

- Acting as Appellate Judge of the Appellate Court of the Comanche Nation

- Promulgating and enacting Rules of Appellate Procedure
- Reviewing cases which have been appealed from the District Court
- Any additional duties, as directed by the Tribe, through the Court Administrator

V. COMPENSATION OF JUDGE

In consideration of the services to be rendered under this Contract, Judge will receive compensation at a rate of \$150.00 per hour, for services rendered. Reasonable travel time required to attend meetings and/or hearings shall be billed at the same rate. Compensation under this Contract shall not exceed \$30,000.00 per year.

The amount to be paid is contingent upon availability of funds through the Tribe's annual budget. If the Tribe has reasonable cause to believe funds will not be available to compensate Judge, the Tribe shall immediately notify Judge, who may cease work under this Contract.

The Tribe shall, at its own expense, have the authority to audit Judge's billing invoices, and may use an independent auditor with expertise in performing attorney audits.

Invoices for services rendered shall be submitted monthly. The Tribe shall pay invoices within 30 days as billed by Judge, unless the Tribe has a dispute with a bill, in which case, the Tribe shall immediately notify Judge of any disputed amounts.

VI. EXPENSES

Reimbursement shall be paid for reasonable and necessary expenses normally incurred as a result of providing services under this Contract, including but not limited to photocopy costs, electronic research, and travel costs, which may include ground and air transportation. Expenses sought to be reimbursed shall not include general office overhead such as gas, electric, other utilities, rent and portions of monthly local telephone and postal charges. Reimbursement for mileage shall be made at the Privately Owned Vehicle (POV) Mileage Reimbursement Rates articulated by the U.S. General Services Administration, as of the date of any such travel. Expenses shall only be paid after they are incurred. Reimbursement for expenses shall be in addition to the total amount of compensation set forth in this this Contract. If Judge must incur airfare or per diem costs, Judge must obtain prior authorization from the Court Administrator.

VII. WRITTEN REPORTS OF SERVICES

Without charge to the Tribe, the Judge shall provide a monthly written report of the services rendered under this Contract. Such monthly written report shall be submitted

to the Court Administrator by the tenth day of the month following the reporting period. The Court Administrator may request an interim report at any time, and Judge shall be given at least two weeks to submit such report. A billing statement may suffice, unless Judge is directed to provide greater detail. Such reports are not required to include any confidential information, the names or identities of clients, or any other information which is deemed by Judge to be withheld in order to promote effective service under this Contract. Email to the Court Administrator is an acceptable form of transmission for such reports.

Notwithstanding the foregoing paragraph, Judge shall immediately (within forty-eight hours) issue a written report any time a case: (i) has been pending for more than one (1) year since the filing of the Notice of Appeal, (ii) has been fully briefed for more than one (1) month without oral argument being scheduled or denied, or (iii) has been pending for more than three (3) months since oral argument (or denial of oral argument) without a decision. Such written report shall include a detailed explanation of the reasons for delay and plans to remedy such delay. This is a material term of this Contract and failure to provide such a report is a material breach.

VIII. ASSIGNMENT

No assignment of the obligation of this Contract, in whole or in part, may be made without prior written approval of both parties to this Contract. If any such assignment or encumbrance is made in violation of this article, this Contract may be terminated at the option of the non-offending party. An interested person shall be entitled only to the compensation accrued or expenses incurred prior to such termination

IX. TERMINATION

This Contract may be terminated as outlined in Title 1 Section 2.08 of the Rules of the Comanche Nation Tribal Court, or for breach of Section VII or VIII above. Upon termination, the Tribe shall pay approved compensation and expenses incurred prior the date of termination.

X. AMENDMENT

This Contract may be amended by written agreement of all parties to this Contract, upon approval of the Comanche Business Committee, via formal Resolution.

XI. JUDGE'S WORK PRODUCT

Any decision or order authored by Judge is property of the Comanche Nation. Judge retains all right and interest to all other work-product created in providing services under this Contract. Judge's files, notes, emails, records, and other related materials remain the sole and exclusive property of Judge, and are not property of the Tribe.

XII. CONFLICT OF INTEREST

Judge may not engage in other employment which would or may constitute a conflict of interest with the duties of the Judge as set forth in this Contract. Such conflict includes actions defined as improper by the Oklahoma Rules of Professional Conduct and/or Oklahoma Rules of Judicial Conduct.

XIII. AGENCY

Judge is NOT authorized by this Contract to act as an agent of the Tribe for the purposes set forth in this Contract.

XIV. INDEPENDENT CONTRACTOR

Judge is retained as an independent contractor, and not as an employee.

The Tribe will not withhold or pay federal, state or local income taxes or payroll taxes of any kind on behalf of Judge. The Tribe will not treat Judge as an employee with respect to the services performed under this Contract for federal, state or local tax purposes.

Judge understands that she is responsible to pay, according to law, her federal and state income taxes, and that the Tribe is not withholding or paying any portion of such taxes. Judge further understands she may be liable for self-employment tax, and that such tax is to be paid by Judge according to law.

No worker's compensation insurance will be obtained by the Tribe covering Judge.

XV. INCAPACITY OF JUDGE

The death or permanent disability of Judge will terminate this Contract, and Judge, or Judge's estate, will be paid all compensation due under this Contract at the time of death or disability.

XVI. BENEFITS

The parties acknowledge and agree that despite any language in this Contract which may suggest otherwise; Judge is not entitled to any employment benefits regularly provided to tribal employees which would compromise Judge's status as an independent contractor.

XVII. CHOICE OF LAW AND VENUE

In their respective order, this Contract is governed by the laws of the Comanche Nation, the laws of the United States, and the laws of the State of Oklahoma. Judge consents to the personal and subject matter jurisdiction of the Comanche Nation Tribal Court, or any other court so designated buy the Tribal Council to have jurisdiction over civil matters within or pertaining to the Comanche Nation. Judge further agrees not to object

to the domestication in any other court of any judgment obtained in the Comanche Nation Tribal Court, or any other court designated by the Tribal Council to have jurisdiction over civil matters.

XVIII. NO CONSENT TO SUIT

Nothing in this Contract shall be construed as a waiver of the Comanche Nation's sovereign immunity.

Because the remedies available to Judge for breach of Contract are necessarily limited by the sovereign immunity of the Comanche Nation, the notice provisions of Article V and the payment provisions of Article IX are of particular importance. The Tribe agrees to immediately notify Judge of any disputes that may lead to non-payment under this Contract, and acknowledges that Judge will cease services under this Contract until the dispute is resolved. The Tribe agrees to pay all compensation that has accrued as of the date of any Termination of this Contract.

XIX. ENTIRE AGREEMENT

This Contract contains the complete agreement and understanding between the parties and supersedes and preempts any prior understandings, agreements, or representations by or between the parties, written or oral, which may relate to the subject matter of this Contract. To the extent any matter is not addressed in this Contract, the Tribe's personnel policies will govern to the extent such policies are not inconsistent with this Contract.

By signing below, each party indicates its agreement to the terms and conditions of this Contract, and acknowledges and represents that the party enters into this Contract voluntarily and without undue influence.

COMANCHE NATION

By: _____
Chairman or Agent of the Comanche Nation
Dated this ____ day of _____, 2025

CASEY ROSS

By: _____
CASEY ROSS
Dated this ____ day of _____, 2025

PROFESSIONAL SERVICES CONTRACT

COMANCHE NATION

AND

ROBERT D. GIFFORD II

June 7, 2025 to June 7, 2029

This Professional Services Contract (“Contract”) is made and entered into by and between the Comanche Nation (“Tribe”), a federal recognized Indian tribe of the United States, whose address for the purpose of this contract is P.O. Box 908, Lawton, Oklahoma 73502, Lawton, Oklahoma and ROBERT GIFFORD (“Judge”).

I. TERM OF RETENTION AND PRIOR AGREEMENTS

This Professional Services Contract (“Contract”) is effective as of June 7, 2025, and expires June 7, 2029, unless otherwise terminated pursuant to Title 1, the Comanche Nation Tribal Court Code.

II. ADMISSION TO BAR IN GOOD STANDING

Judge represents that she is licensed to practice law in the State of Oklahoma and that no disciplinary proceedings are pending against her by the Bar Association and any jurisdiction of the United States or its territories, and that she has not been disbarred or suspended from the practice of law in any jurisdiction in the United States or its territories. Judge also represents that she meets or exceeds the minimum qualifications for Judges, as set forth in Title 1, the Comanche Nation Tribal Court Code.

III. TRIBAL RESOLUTION SUPPORT CONTRACT

The Tribe, acting under the authority of Resolution No. 90-2025, which was adopted by the Comanche Business Committee on the 7th day of June, 2025, with this Contract, agrees to retain Judge for services and in matters as specified in this Contract.

IV. DUTIES AND RESPONSIBILITIES OF JUDGE

In consideration of the compensation provided by the Tribe, the Judge will serve as an Appellate Court Judge at the Comanche Nation Court. This Contract will be monitored by the Court Administrator for the Tribe and under the direction of the Tribal Council. Duties include, but are not limited to the following:

- Acting as Appellate Judge of the Appellate Court of the Comanche Nation
- Promulgating and enacting Rules of Appellate Procedure

- Reviewing cases which have been appealed from the District Court
- Any additional duties, as directed by the Tribe, through the Court Administrator

V. COMPENSATION OF JUDGE

In consideration of the services to be rendered under this Contract, Judge will receive compensation at a rate of \$150.00 per hour, for services rendered. Reasonable travel time required to attend meetings and/or hearings shall be billed at the same rate. Compensation under this Contract shall not exceed \$30,000.00 per year.

The amount to be paid is contingent upon availability of funds through the Tribe's annual budget. If the Tribe has reasonable cause to believe funds will not be available to compensate Judge, the Tribe shall immediately notify Judge, who may cease work under this Contract.

The Tribe shall, at its own expense, have the authority to audit Judge's billing invoices, and may use an independent auditor with expertise in performing attorney audits.

Invoices for services rendered shall be submitted monthly. The Tribe shall pay invoices within 30 days as billed by Judge, unless the Tribe has a dispute with a bill, in which case, the Tribe shall immediately notify Judge of any disputed amounts.

EXPENSES

Reimbursement shall be paid for reasonable and necessary expenses normally incurred as a result of providing services under this Contract, including but not limited to photocopy costs, electronic research, and travel costs, which may include ground and air transportation. Expenses sought to be reimbursed shall not include general office overhead such as gas, electric, other utilities, rent and portions of monthly local telephone and postal charges. Reimbursement for mileage shall be made at the Privately Owned Vehicle (POV) Mileage Reimbursement Rates articulated by the U.S. General Services Administration, as of the date of any such travel. Expenses shall only be paid after they are incurred. Reimbursement for expenses shall be in addition to the total amount of compensation set forth in this this Contract. If Judge must incur airfare or per diem costs, Judge must obtain prior authorization from the Court Administrator.

VI. WRITTEN REPORTS OF SERVICES

Without charge to the Tribe, the Judge shall provide a monthly written report of the services rendered under this Contract. Such monthly written report shall be submitted to the Court Administrator by the tenth day of the month following the reporting period.

The Court Administrator may request an interim report at any time, and Judge shall be given at least two weeks to submit such report. A billing statement may suffice, unless Judge is directed to provide greater detail. Such reports are not required to include any confidential information, the names or identities of clients, or any other information which is deemed by Judge to be withheld in order to promote effective service under this Contract. Email to the Court Administrator is an acceptable form of transmission for such reports.

Notwithstanding the foregoing paragraph, Judge shall immediately (within forty-eight hours) issue a written report any time a case: (i) has been pending for more than one (1) year since the filing of the Notice of Appeal, (ii) has been fully briefed for more than one (1) month without oral argument being scheduled or denied, or (iii) has been pending for more than three (3) months since oral argument (or denial of oral argument) without a decision. Such written report shall include a detailed explanation of the reasons for delay and plans to remedy such delay. This is a material term of this Contract and failure to provide such a report is a material breach.

VII. ASSIGNMENT

No assignment of the obligation of this Contract, in whole or in part, may be made without prior written approval of both parties to this Contract. If any such assignment or encumbrance is made in violation of this article, this Contract may be terminated at the option of the non-offending party. An interested person shall be entitled only to the compensation accrued or expenses incurred prior to such termination

VIII. TERMINATION

This Contract may be terminated as outlined in Title 1 Section 2.08 of the Rules of the Comanche Nation Tribal Court, or for breach of Section VII or VIII above. Upon termination, the Tribe shall pay approved compensation and expenses incurred prior the date of termination.

IX. AMENDMENT

This Contract may be amended by written agreement of all parties to this Contract, upon approval of the Comanche Business Committee, via formal Resolution.

X. JUDGE'S WORK PRODUCT

Any decision or order authored by Judge is property of the Comanche Nation. Judge retains all right and interest to all other work-product created in providing services under this Contract. Judge's files, notes, emails, records, and other related materials remain the sole and exclusive property of Judge, and are not property of the Tribe.

XI. CONFLICT OF INTEREST

Judge may not engage in other employment which would or may constitute a conflict of interest with the duties of the Judge as set forth in this Contract. Such conflict includes actions defined as improper by the Oklahoma Rules of Professional Conduct and/or Oklahoma Rules of Judicial Conduct.

XII. AGENCY

Judge is NOT authorized by this Contract to act as an agent of the Tribe for the purposes set forth in this Contract.

XIII. INDEPENDENT CONTRACTOR

Judge is retained as an independent contractor, and not as an employee.

The Tribe will not withhold or pay federal, state or local income taxes or payroll taxes of any kind on behalf of Judge. The Tribe will not treat Judge as an employee with respect to the services performed under this Contract for federal, state or local tax purposes.

Judge understands that she is responsible to pay, according to law, her federal and state income taxes, and that the Tribe is not withholding or paying any portion of such taxes. Judge further understands she may be liable for self-employment tax, and that such tax is to be paid by Judge according to law.

No worker's compensation insurance will be obtained by the Tribe covering Judge.

XIV. INCAPACITY OF JUDGE

The death or permanent disability of Judge will terminate this Contract, and Judge, or Judge's estate, will be paid all compensation due under this Contract at the time of death or disability.

XV. BENEFITS

The parties acknowledge and agree that despite any language in this Contract which may suggest otherwise; Judge is not entitled to any employment benefits regularly provided to tribal employees which would compromise Judge's status as an independent contractor.

XVI. CHOICE OF LAW AND VENUE

In their respective order, this Contract is governed by the laws of the Comanche Nation, the laws of the United States, and the laws of the State of Oklahoma. Judge consents to the personal and subject matter jurisdiction of the Comanche Nation Tribal Court, or any other court so designated buy the Tribal Council to have jurisdiction over civil matters within or pertaining to the Comanche Nation. Judge further agrees not to object to the domestication in any other court of any judgment obtained in the Comanche

Nation Tribal Court, or any other court designated by the Tribal Council to have jurisdiction over civil matters.

XVII. NO CONSENT TO SUIT

Nothing in this Contract shall be construed as a waiver of the Comanche Nation's sovereign immunity.

Because the remedies available to Judge for breach of Contract are necessarily limited by the sovereign immunity of the Comanche Nation, the notice provisions of Article V and the payment provisions of Article IX are of particular importance. The Tribe agrees to immediately notify Judge of any disputes that may lead to non-payment under this Contract, and acknowledges that Judge will cease services under this Contract until the dispute is resolved. The Tribe agrees to pay all compensation that has accrued as of the date of any Termination of this Contract.

XVIII. ENTIRE AGREEMENT

This Contract contains the complete agreement and understanding between the parties and supersedes and preempts any prior understandings, agreements, or representations by or between the parties, written or oral, which may relate to the subject matter of this Contract. To the extent any matter is not addressed in this Contract, the Tribe's personnel policies will govern to the extent such policies are not inconsistent with this Contract.

By signing below, each party indicates its agreement to the terms and conditions of this Contract, and acknowledges and represents that the party enters into this Contract voluntarily and without undue influence.

COMANCHE NATION

By: _____

Chairman or Agent of the Comanche Nation

Dated this ____ day of _____, 2025

ROBERT GIFFORD

By: _____

ROBERT D. GIFFORD II

Dated this ____ day of _____, 2025



**RESOLUTION TO LEASE COMMERCIAL REAL ESTATE
909 SW D AVENUE, LAWTON, OK**

WHEREAS, the Comanche Nation is a federally recognized Indian Tribe with a Constitution approved by the Secretary of the Interior of the United States on January 9, 1967, to safeguard tribal rights, powers, and privileges to improve the economic, moral, educational, and health status of its members; and

WHEREAS, the Comanche Constitution, Article VI, Section 7(c), provides that the Comanche Business Committee has the authority to execute leases, contracts, or permits with regard to property which is owned exclusively by the Comanche Nation; and

WHEREAS, the Comanche Nation owns real property located at 909 SW D Avenue, Lawton, OK 73501, and the Comanche Business Committee find it to be in the best interest of the Comanche Nation to waive the fair market rental rate and allow Comanche Nation Enterprises to occupy the property for \$1 for three (3) years; and

WHEREAS, the subject property comprises of approximately 2,688± square feet and recently appraised at a fair market rental rate of \$15.50 per square foot per year, resulting in an annual rental value of \$41,664, and a total savings of \$124,992 for Comanche Nation Enterprises, Inc. over three years will provide operational stability and reinvestment opportunity for tribal economic development initiatives; and

WHEREAS, the Comanche Business Committee is committed to improving the Comanche Nation's economic base, fostering business growth, and creating jobs, which all align with the Comanche Nation's constitutional goal to "*improve the economic...status of its members.*"; and

NOW THEREFORE BE IT FURTHER RESOLVED, the Comanche Nation Business Committee hereby authorizes Comanche Nation Enterprises, Inc. to occupy the commercial real estate located at 909 SW D Ave, Lawton, OK, for \$1 for three (3) years; and

NOW THEREFORE BE IT FURTHER RESOLVED, the Comanche Nation Business Committee approves the attached Commercial Real Estate Lease Agreement and authorizes the Chairman, Forrest Tahdooahnippah, or his designee, to execute the same.

BE IT FURTHER RESOLVED, the Comanche Business Committee also authorizes Realty Director, Stephen Lee, or his designee, to approve and execute all subleases associated with this Lease.

BE IT FURTHER RESOLVED, the Comanche Business Committee, acting for and on behalf of the Comanche Nation, does hereby authorize this Resolution for such intent.



CERTIFICATION

The foregoing Resolution was adopted at a regular meeting of the Comanche Business Committee held on the 7th day of **June**, **2025**, at the Comanche Nation Tribal Complex, Lawton, Oklahoma, by a majority vote of ___ for, ___ against, and ___ abstaining, a legal quorum being present.

Forrest Tahdooahnippah, Chairman

ATTEST:

Robert Tippeconnie, Secretary/Treasurer

COMMERCIAL REAL ESTATE LEASE

This Master Lease Agreement is between the **COMANCHE NATION**, referred to as the LANDLORD, and **COMANCHE NATION ENTERPRISES**, referred to as the TENANT.

WITNESSETH: The parties, for the consideration stated below, covenant and agree as follows:

1. **LOCATION AND USE:** The LANDLORD leases to the TENANT the real property located at **909 SW D Avenue, Lawton, OK 73501**, legally described as:

LAWTON ORIGINAL BLK 35 E 20' OF LOT 11 & ALL OF LOT 12

The leased premises consist of approximately 2,688± net usable square feet of office space, as shown on the floor plan attached as "Attachment A."

The TENANT shall use the premises solely for office space in support of Comanche Nation Enterprises' operations, unless otherwise approved in writing by the LANDLORD.

2. **TERM & CONSIDERATION:** This Lease begins upon execution and ends at midnight, **June 6, 2028**, for a term of three years with a one-year option at fair market value rent established by an updated appraisal.
3. **RENT:** The TENANT shall pay the LANDLORD a total of **\$1.00** for the entire three-year term, payable upon execution of this Lease. The TENANT is not obligated to pay rent for any period prior to occupying the premises.
4. **APPRAISED VALUE:** Fair market Rent as of September 3, 2024:

Fair Market Rent: \$41,664 annually
Per Square Feet: \$15.50 sq ft.

5. **UTILITIES AND SERVICES:** The TENANT is responsible for the following utilities and services during the term of this Lease, unless otherwise specified. TENANT must pay transfer and pay for all checked items:

<input checked="" type="checkbox"/> Electricity	<input type="checkbox"/> Snow and ice	<input checked="" type="checkbox"/> Internet
<input checked="" type="checkbox"/> Gas	removal	<input checked="" type="checkbox"/> Cable or Satellite
<input checked="" type="checkbox"/> Water and sewer	<input type="checkbox"/> Pest control	
<input checked="" type="checkbox"/> Mowing	<input checked="" type="checkbox"/> Trash removal	

6. **MAINTENANCE, REPAIRS, AND IMPROVEMENTS:** The TENANT shall maintain the premises in good condition, including all structural, mechanical, and cosmetic components, and promptly repair any damage caused by the TENANT's use or negligence.

The LANDLORD will be responsible for all repairs over \$1000.00 or as agreed upon on a case-by-case basis.

The LANDLORD reserves the right to enter and inspect the premises at reasonable times to ensure compliance with maintenance obligations. If the TENANT fails to maintain or repair the premises, the LANDLORD will provide notice to the TENANT. If the TENANT fails to remedy deficiencies within 14 days after written notice, (email, certified letter, hand delivery). The LANDLORD may terminate the lease.

7. **JANITORIAL SERVICES:** Unless otherwise specified, the TENANT shall provide janitorial services, including:

- Removal of waste and refuse, with replacement of trash liners as necessary
- Weekly mopping and sanitation of restrooms with germicidal detergent
- Weekly sweeping/vacuuming of floors and clean entry way and bathroom windows at least one a week.
- Clean and sanitize the entry furniture conference room and kitchen area
- Spot cleaning of carpets as needed and steam cleaning annually
- Provision of antibacterial soap and paper products in restrooms and break rooms
- Annual washing of interior and exterior windows
- Cleaning of window coverings, floor base, wood trim, light fixtures, air vents, and walls twice annually

8. **SUBLEASING:** The TENANT may sublease the premises only to Comanche Nation Enterprises (CNE) entities with prior written approval from the Comanche Nation's Realty Director or their designee, as authorized by the Comanche Nation Business Committee Resolution approving this master lease. All subleases shall include the following:

- Detailed modification of floor plan designating the location and square footage proposed to be occupied. All plans must use Attachment A identifying the location and square footage proposed to be occupied by each entity.
- A clause holding the TENANT jointly and severally liable for the subtenant's compliance with this Lease No sublease shall exceed the term of this Master Lease (June 6, 2028).
- Either party may terminate this Master Lease or any sublease(s) with 30 days' written notice (electronic mail is acceptable notice). The TENANT must provide the LANDLORD with a copy of any executed sublease within 5 days of execution and notify the LANDLORD of any changes to subtenant occupancy within 5 days.

9. **COMPLIANCE AND USE:** The TENANT shall use the premises solely for the purposes stated above and exercise reasonable diligence in its use. Upon vacancy, the TENANT shall return the premises to the LANDLORD in as good a condition as when originally leased, ordinary wear and tear excepted. All keys must be returned. The LANDLORD shall ensure the premises comply with all applicable federal, tribal, and local laws, codes, ordinances, rules, and regulations pertaining to health, safety, fire, and public welfare, including:

- Americans with Disabilities Act (ADA) of 1990 (Public Law 101-336) and its amendments, as mutually agreed upon to meet TENANT's requirements
- Comanche Nation tribal codes and regulations
- City of Lawton Codes and Ordinances

10. **PERSONAL PROPERTY:** The LANDLORD has personal property in the break room, including TV's and a Conference Room Table that shall remain the LANDLORDS. The TENANT has personal property that will remain property of the TENANTS. All personal property can be removed by either party at will at any time.

11. **INSURANCE:** The TENANT shall maintain, at its sole expense:

- Comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence, naming the Comanche Nation as an additional insured
- Property insurance covering damage to the premises caused by the TENANT's operations, with coverage limits sufficient to repair or replace the premises The TENANT shall provide proof of insurance to the LANDLORD within 30 days of Lease execution and annually thereafter.
- The LANDLORD shall maintain general liability insurance of at least \$1,000,000 per occurrence during the term of this Lease, with no cancellation or material changes without 30 days' prior written notice to the TENANT.

12. **TAXES:** As of June 2025, the premises are exempt from ad valorem taxes. TENANT will be responsible for paying these fees.

13. **DISPUTES:** Steps to resolve disputes: 1. Meet in person. 2. Mediation 3. Tribal court to enforce mediation.

14. **SIGNATURE PAGE:** Both LANDLORD and TENANT must provide authorized resolutions from their respective governing bodies (Comanche Nation Business Committee for LANDLORD and Comanche Nation Enterprises Board of Directors for TENANT) designating representatives with authority to negotiate and execute this Lease. The Lease is valid only upon execution by both parties and attachment of these resolutions must be included with lease.

LANDLORD:

Comanche Nation
[Authorized Signatory Per CN Resolution]

Signature: _____ Date: _____

Title: _____

TENANT:

Comanche Nation Enterprises
[Authorized Signatory Per CNE Resolution]

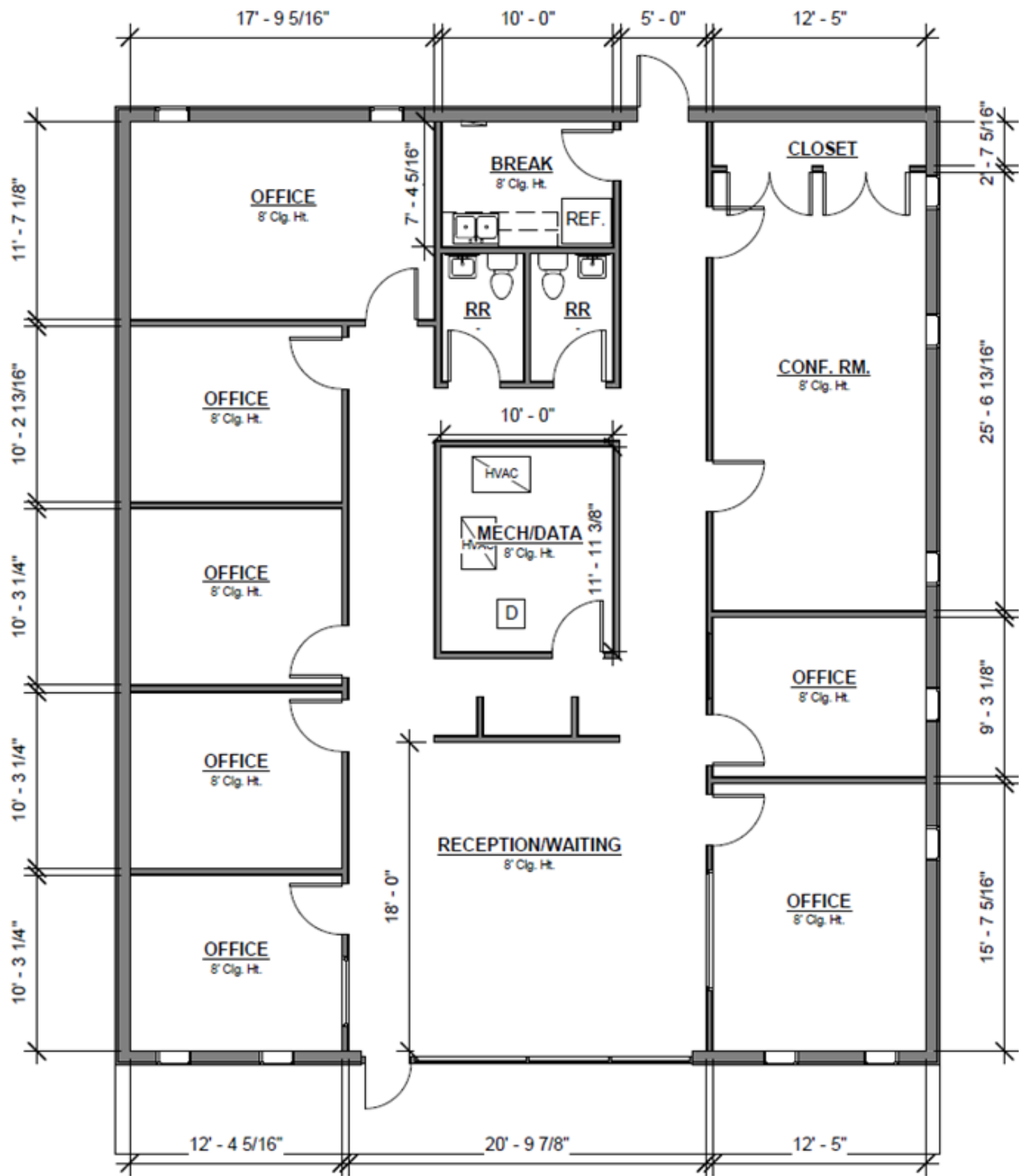
Signature: _____ Date: _____

Title: _____

AUTHORIZING DOCUMENTS REQUIRED

Resolution #	Authorized Representative Name/Title	Date Approved
CN Resolution:		
CNE Resolution:		

ATTACHMENT "A"



2,689 SF



**A RESOLUTION AMENDING STIPENDS FOR GAMING COMMISSIONERS AND
COMANCHE NATION ENTERTAINMENT DIRECTORS**

WHEREAS, the Comanche Nation is a federally recognized Indian Tribe with a Constitution approved and ratified by the Secretary of the Interior of the United States on January 9, 1967, to safeguard tribal rights, powers, and privileges to improve the economic, moral, educational, and health status of its members; and

WHEREAS, the Comanche Nation Constitution, Article VI, Section 7(j) provides that the Comanche Business Committee has the authority to promulgate and enforce ordinances and codes governing law and order to protect the peace, health, safety, and general welfare on land determined to within Comanche tribal jurisdiction; and

WHEREAS, to promote the general welfare and improve the economic status of tribal members, the Comanche Business Committee has enacted a Gaming Ordinance; and

WHEREAS, pursuant to Section 208 of the Gaming Ordinance, the Comanche Business Committee sets the compensation of Comanche Nation Entertainment Directors; and

WHEREAS, pursuant to Section 307 of the Gaming Ordinance, the Comanche Business Committee sets the compensation of Comanche Nation Gaming Commissioners; and

WHEREAS, by Resolution No. 31-2025, the Comanche Business Committee previously set the stipends of Comanche Nation Entertainment Directors and Comanche Nation Gaming Commissioners at \$500.00 per meeting for up to three meetings per month until April 30, 2025, and up to two meetings per month thereafter; and

WHEREAS, due to the volume of work encountered by the Directors and Commissioners, they have requested to meet up to three times per month until the end of the fiscal year.

NOW THEREFORE BE IT RESOLVED, Resolution No. 31-2025 is hereby amended to permit Comanche Nation Entertainment Directors and Comanche Nation Gaming Commissioners to receive compensation for up to three meetings per month until September 30, 2025, and for up to two meetings per month thereafter.

CERTIFICATION

The foregoing resolution was adopted at a regular meeting of the Comanche Business Committee held on the 7th day of June, **2025**, at the Comanche Tribal Complex, Lawton, Oklahoma, by a majority vote of for, against, and abstaining, a legal quorum being present.

Forrest Tahdooahnippah, Chairman

ATTEST:

Robert Tippeconnie, Secretary/Treasurer



**A RESOLUTION SETTING STIPENDS FOR GAMING COMMISSIONERS AND
COMANCHE NATION ENTERTAINMENT DIRECTORS**

WHEREAS, the Comanche Nation is a federally recognized Indian Tribe with a Constitution approved and ratified by the Secretary of the Interior of the United States on January 9, 1967, to safeguard tribal rights, powers, and privileges to improve the economic, moral, educational, and health status of its members; and

WHEREAS, the Comanche Nation Constitution, Article VI, Section 7(j) provides that the Comanche Business Committee has the authority to promulgate and enforce ordinances and codes governing law and order to protect the peace, health, safety, and general welfare on land determined to within Comanche tribal jurisdiction; and

WHEREAS, to promote the general welfare and improve the economic status of tribal members, the Comanche Business Committee has enacted a Gaming Ordinance; and

WHEREAS, pursuant to that Gaming Ordinance, the Comanche Business Committee appointed three Gaming Commissioners and three Comanche Nation Entertainment Directors by Resolution No. 12-2025 on January 4, 2025; and

WHEREAS, pursuant to Section 208 of the Gaming Ordinance, the Comanche Business Committee sets the compensation of Comanche Nation Entertainment Directors; and

WHEREAS, pursuant to Section 307 of the Gaming Ordinance, the Comanche Business Committee sets the compensation of Comanche Nation Gaming Commissioners.

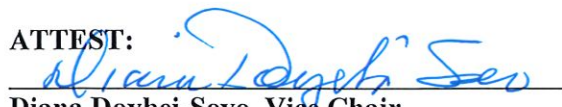
NOW THEREFORE BE IT RESOLVED, compensation of Comanche Nation Entertainment Directors and Comanche Nation Gaming Commissioners shall be \$500.00 per meeting, for up to three meetings per month until April 30, 2025 and up to two meetings per month thereafter; and

BE IT FURTHER RESOLVED, that Comanche Nation Entertainment Directors and Comanche Nation Gaming Commissioners residing more than 50 miles from the principal place of business of Comanche Nation Entertainment and the Comanche Nation Gaming Commission, respectively, shall be entitled to a travel reimbursement of \$0.35 per mile for in-person attendance at meetings.

CERTIFICATION

The foregoing Resolution was adopted at a regular meeting of the Comanche Business Committee held on the 1st day of February, 2025, at the Comanche Nation Tribal Complex, Lawton, Oklahoma, by a majority vote of 6 for, 0 against, and 0 abstaining, a legal quorum being present.

ATTEST:


Diana Doybei-Sovo, Vice Chair


Forrest Tahdoohnippah, Chairman



**RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN
COMANCHE NATION, COMANCHE NATION ENTERTAINMENT, AND GIFT SHOP**

WHEREAS, the Comanche Nation is a federally recognized Indian Tribe with a Constitution approved by the Secretary of the Interior of the United States on January 9, 1967, to safeguard tribal rights, powers and privileges to improve the economic, moral, educational, and health status of its members; and

WHEREAS, the Comanche Constitution, Article 6, Section 7(f), provides that the Comanche Business Committee has the authority to implement, administer, and report on progress of programs adopted by the Tribal Council; and

WHEREAS, by Resolution No. 77-2025 the Comanche Business Committee directed the gift shop to move to the Tourism Center at 410 SE Interstate Dr., which at the time was being used by Comanche Nation Entertainment; and

WHEREAS, Comanche Nation Entertainment has installed surveillance equipment at 410 SE Interstate Dr.; and

WHEREAS, the gift shop wishes to partner with Comanche Nation Entertainment for Comanche Nation Entertainment to continue to provide surveillance for 410 SE Interstate Dr., pursuant to the terms of the Memorandum of Understanding attached here to as Exhibit A.

NOW THEREFORE BE IT RESOLVED, the Comanche Business Committee hereby approves the Memorandum of Understanding attached as Exhibit A and authorizes the Chairman to execute the same; and

BE IT FURTHER RESOLVED, the Comanche Business Committee, acting for and on behalf of the Comanche Nation, does hereby authorize this Resolution for such intent.

CERTIFICATION

The foregoing Resolution was adopted at a regular meeting of the Comanche Business Committee held on the 7th day of June, **2025**, at the Comanche Nation Tribal Complex, Lawton, Oklahoma, by a majority vote of for, against, and abstaining, a legal quorum being present.

Forrest Tahdooahnippah, Chairman

ATTEST:

Robert Tippeconnie, Secretary/Treasurer



**RESOLUTION MOVING COMANCHE NATION GIFT SHOP TO 410 SE
INTERSTATE DR.**

WHEREAS, the Comanche Nation is a federally recognized Indian Tribe with a Constitution approved by the Secretary of the Interior of the United States on January 9, 1967, to safeguard tribal rights, powers and privileges to improve the economic, moral, educational, and health status of its members; and

WHEREAS, the Comanche Constitution, Article VI, Section 7(f), provides that the Comanche Business Committee has the authority to implement, administer, and report on progress of programs adopted by the Tribal Council; and

WHEREAS, the Comanche Tribal Council has approved a gift shop for the Nation; and

WHEREAS, the gift shop was formerly located at the Tourism Center at 410 SE Interstate Dr., Lawton, OK, 73501; and

WHEREAS, the gift shop was then moved to the location of the Comanche Nation Museum and Cultural Center at 701 NW Ferris Ave., Lawton, OK, 73507; and

WHEREAS, the gift shop has requested to move back to the Tourism Center location adjacent to the Comanche Nation Casino.

NOW THEREFORE BE IT RESOLVED, the Comanche Business Committee hereby directs the gift shop to move back to 410 SE Interstate Dr., Lawton, OK, 73501; and

BE IT FURTHER RESOLVED, the Comanche Business Committee hereby directs the Comanche Nation Museum and Cultural Center to use the former gift shop location as a permanent display for Comanche Tribal members receiving the National Treasure designation; and

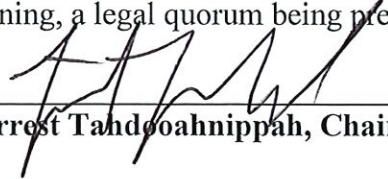
BE IT FUTHER RESOLVED, any prior resolutions inconsistent with this resolution are hereby rescinded; and

BE IT FURTHER RESOLVED, the Comanche Business Committee, acting for and on behalf of the Comanche Nation, does hereby authorize this Resolution for such intent.



CERTIFICATION

The foregoing Resolution was adopted at a regular meeting of the Comanche Business Committee held on the 3rd day of May, **2025**, at the Comanche Nation Tribal Complex, Lawton, Oklahoma, by a majority vote of 6 for, 0 against, and 0 abstaining, a legal quorum being present.



Forrest Tandoahnippah, Chairman

ATTEST:



Hazel Tahsequah, Committeewoman No.1



MEMORANDUM OF UNDERSTANDING

between the

COMANCHE NATION,

COMANCHE NATION BOARD OF DIRECTORS,

SURVEILLANCE OF COMANCHE NATION CASINO, and

THE COMANCHE NATION GIFT SHOP

Effective Date: June 1, 2025

This memorandum of Understanding (MOU) is made and entered into by and between the Comanche Nation, the Comanche Nation Gaming Board of Directors, the Surveillance Department of the Comanche Nation Casino, and the Comanche Nation Gift Shop, collectively referred to as the “Parties,” for the purpose of establishing a collaborative working relationship to ensure transparency, accountability, and monitoring of daily operations at the Comanche Nation Gift Shop.

1. PURPOSE:

The purpose of this MOU is to formalize an agreement allowing the Surveillance Department of the Comanche Nation Casino to provide oversight and monitoring services to the Comanche Nation Gift Shop. This measure is intended to support operational integrity, security, and financial accountability of the Gift Shop.

2. SCOPE OF WORK:

The Surveillance Department shall:

- Monitor and record daily activity within the Comanche Nation Gift shop via live and recorded camera footage.
- Provide video review assistance upon official request by the Tribal Administrator and Comanche Nation Law Enforcement if there is a need for investigation or legal purposes.



- Assist in identifying discrepancies in point-of-sale activity, inventory movement, or other activities as needed.
- Ensure all monitoring complies with the Comanche Nation laws, policies and privacy guidelines.

The Gift Shop shall:

- Cooperate with the installation and positioning of surveillance equipment as recommended by the Surveillance Department.
- Provide full access to the facility during working hours for the purposes of surveillance maintenance or review.
- Promptly report any suspected internal theft, misconduct, or suspicious activity to the appropriate parties.

3. ROLES AND RESPONSIBILITIES:

Comanche Nation Surveillance Department

- Maintain surveillance systems, ensure secure data handling, and perform requested reviews within a reasonable timeframe.
- Submit reports to the Tribal Administrator of any observed violations or concerns.

Comanche Nation Gift Shop Management

- Collaborate fully with surveillance maintenance or protocols of the surveillance equipment.
- Implement corrective actions based on any observed concerns or findings as directed after a full investigation from the Tribal Administrator.

4. CONFIDENTIALITY:

All parties agree that footage, reports, or findings generated through this agreement shall be treated as confidential and only shared with authorized personnel or leadership, unless otherwise mandated by law.



5. DURATION AND TERMINATION:

This MOU shall remain in effect for a period of one (1) year from the effective date and shall automatically renew annually unless modified or terminated by any Party upon thirty (30) days' written notice.

6. AMENDMENTS:

This MOU may be amended only by mutual written consent of all Parties.

7. SIGNATURES:

Comanche Nation:

By: _____ Date: _____
Forrest Tahdooahnippah, Chairman

Comanche Nation Board of Directors:

By: _____ Date: _____
Margrett Corley, Chairman

Comanche Nation Enterprise Surveillance Director:

By: _____ Date: _____
Tina Andonian, Director of Surveillance

Comanche Nation Gift Shop through Tribal Administrator:

By: _____ Date: _____
Lisa Dawsey, Tribal Administrator



**RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING COMANCHE
NATION ENTERTAINMENT AND THE COMANCHE NATION**

WHEREAS, the Comanche Nation is a federally recognized Indian Tribe with a Constitution approved by the Secretary of the Interior of the United States on January 9, 1967, to safeguard tribal rights, powers and privileges to improve the economic, moral, educational, and health status of its members; and

WHEREAS, the Comanche Constitution, Article XII, Section 7(c), provides that the Comanche Business Committee has the authority to execute leases, contracts or permits with regard to property which is owned exclusively by the Comanche Nation; and

WHEREAS, the Comanche Constitution, Article 6, Section 7(f), provides that the Comanche Business Committee has the authority to implement, administer, and report on progress of programs adopted by the Tribal Council; and

WHEREAS, the Comanche Business Committee directed the formation of a limited liability company to purchase real property located adjacent to the Comanche Nation Casino; and

WHEREAS, such limited liability company purchased that property which includes a hotel; and

WHEREAS, Comanche Nation Entertainment and the Comanche Nation wish to optimize the use of the hotel for mutual benefit through the attached Memorandum of Understanding.

NOW THEREFORE BE IT RESOLVED, the Comanche Business Committee hereby approves the Memorandum of Understanding attached as Exhibit A and authorizes the Chairman to execute the same; and

BE IT FURTHER RESOLVED, the Comanche Business Committee, acting for and on behalf of the Comanche Nation, does hereby authorize this Resolution for such intent.

CERTIFICATION

The foregoing Resolution was adopted at a regular meeting of the Comanche Business Committee held on the 7th day of June, **2025**, at the Comanche Nation Tribal Complex, Lawton, Oklahoma, by a majority vote of ___ for, ___ against, and ___ abstaining, a legal quorum being present.

Forrest Tahdooahnippah, Chairman

ATTEST:

Robert Tippeconnie, Secretary/Treasurer

MEMORANDUM OF UNDERSTANDING REGARDING
COMANCHE LAWTON HOTEL

THIS MEMORANDUM OF UNDERSTANDING (“**MOU**”), effective on June 7, 2025 (the “**Effective Date**”), is by and between the Comanche Nation and 802 LLC (collectively, the “**Nation**”) and Comanche Nation Entertainment, (“**CNE**”), together the “Parties” or individually a “Party”.

1. Purpose of MOU: This MOU outlines the collaboration between the Nation and CNE regarding the operations, renovations, and promotional activities of the hotel owned by the Comanche Nation’s wholly-owned subsidiary 802 LLC located at 1125 E. Gore Blvd., Lawton, Oklahoma 73501 (the “Hotel”) and the Comanche Nation Gift Shop. By leveraging the strengths and resources of both Parties, the Parties aim to create a premier hospitality destination that reflects the cultural heritage and values of the Comanche Nation, while providing exceptional service and amenities to guests.

2. Duties & Responsibilities of Comanche Nation Entertainment

- a. CNE will provide advice on operations and renovations for the Hotel.
- b. CNE will provide technical assistance for the Nation to obtain a liquor license for the Hotel.
- c. CNE will allow the Hotel to use Comanche Nation Casino (“CNC”) in its name and branding.
- d. CNE will create an online portal to book rooms through the CNC website, or prominently provide a link on the CNC website to book rooms through the Hotel’s website.
- e. CNE will provide staff for events hosted at the Hotel that are sponsored by Comanche Nation Casino, especially kitchen and wait staff for catering of events.
- f. CNE will purchase 5 rooms from the Hotel each week from Sunday night through Thursday night.
- g. CNE will purchase 10 rooms from the Hotel each week from Friday to Saturday.
- h. CNE will provide the Nation with promotional and advertising material for use at the Hotel.
- i. CNE will advertise the Hotel on its digital sign.
- j. CNE will allow the Hotel to utilize casino amenities for value-added packages such as food and beverage, and if permissible, gaming credits, or special new card member incentives for Hotel guests.
- k. CNE will assist with establishing or improving Hotel relationships with online travel agencies such as Expedia, Hotels.com, and similar travel and booking sites.
- l. CNE will provide surveillance for the Comanche Nation Gift Shop, if located in proximity to CNC.

3. Duties & Responsibilities of the Comanche Nation

- a. The Nation will pay for renovations of the Hotel and kitchen, while reserving discretion as to which renovations to make.

- b. The Nation will ensure that it renovates at least 15 rooms and ensure that the rooms purchased by CNE are those that were renovated.
- c. The Nation will allow CNE to use Hotel conference room(s) for training and HR onboarding.
- d. The Nation will give priority to CNE for events in the ballroom or other requested areas.
- e. The Nation will permit CNE access to provide transportation to and from the Hotel to CNC (or other properties).
- f. The Nation will prominently advertise Comanche Nation Casino in its lobby and its rooms.
- g. The Nation will work with CNE to create value-added packages for Hotel guests featuring CNC amenities.

4. **Compliance:** The Nation and CNE shall comply with all statutes, rules, regulations and/or rulings affecting their respective operations.
5. **Law Governing MOU:** This MOU shall be governed by and construed in accordance with the laws of the Comanche Nation.
6. **Severability:** If any provision of this MOU shall be ruled invalid by a federal or tribal court, commission, or agency with authority to make such rulings, such provision shall be severed from this MOU but shall not affect the validity and enforceability of the remaining provisions. The parties agree to negotiate in good faith to replace any invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision that, as closely as possible, achieves the intended effect of the original provision.
7. **Entire MOU:** This agreement supersedes any and all other agreements and understandings, either oral or written, between the parties and contains all of the covenants and agreements between the Parties with respect to the subject matter hereof. This MOU may not be modified or amended other than by agreement in writing and signed by both Parties.
8. **Effective Date:** This MOU shall be effective from the date of signing by both Parties and shall remain in effect until terminated by either party with a 30-day written notice.

Comanche Nation

Signature

Printed Name

Date

Comanche Nation Entertainment

Signature

Printed Name

Date



**RESOLUTION APPOINTING NADIA TENEQUER AS TAX ADMINISTRATOR AND
APPROVING BONUS FOR SERVICE AS INTERIM TAX ADMINISTRATOR**

WHEREAS, the Comanche Nation is a federally recognized Indian Tribe with a Constitution approved by the Secretary of the Interior of the United States on January 9, 1967, to safeguard tribal rights, powers and privileges to improve the economic, moral, educational, and health status of its members; and

WHEREAS, the Comanche Tribal Council enacted a General Revenue and Taxation Act (the “Tax Act”) by Resolution on April 15, 1995; and

WHEREAS, the Tax Act provides for a Tax Administrator to be the business and operations manager of the Comanche Nation Tax Commission; and

WHEREAS, a vacancy in the position of Tax Administrator has existed since about January 20, 2025; and

WHEREAS, the Tax Administrator position has been posted and the Comanche Business Committee has reviewed applications submitted for the position of Tax Administrator; and

WHEREAS, the Comanche Business Committee wishes to appoint Nadia Tenequer as Tax Administrator; and

WHEREAS, Nadia Tenequer is the Assistant Tax Administrator and has been performing duties of interim Tax Administrator since January 20, 2025, without receiving any additional compensation; and

WHEREAS, on May 22, 2025, the Tax Commission passed a motion for Ms. Tenequer to receive a receive a bonus as compensation for the additional duties performed between January and May 2025; and

WHEREAS, on November 2, 2024, the Comanche Business Committee enacted Resolution No. 161-2024 requiring all Tribal programs, subsidiaries, departments, divisions, instrumentalities, and other entities receiving Tribal funds to submit all employee or contractor bonuses to the Comanche Business Committee for approval prior to payment.

NOW THEREFORE BE IT FURTHER RESOLVED, the Comanche Business Committee hereby appoints Nadia Tenequer as Tax Administrator; and

BE IT FURTHER RESOLVED, the Comanche Business Committee hereby approves a one-time bonus for Ms. Tenequer of \$6,800.00; and

BE IT FURTHER RESOLVED, the Comanche Business Committee, acting for and on behalf of the Comanche Nation, does hereby authorize this Resolution for such intent.



CERTIFICATION

The foregoing Resolution was adopted at a regular meeting of the Comanche Business Committee held on the 7th day of June, **2025**, at the Comanche Nation Tribal Complex, Lawton, Oklahoma, by a majority vote of for, against, and abstaining, a legal quorum being present.

Forrest Tahdooahnippah, Chairman

ATTEST:

Robert Tippeconnie, Secretary/Treasurer



A RESOLUTION SETTING THE SALARY OF THE TRIBAL ADMINISTRATOR

WHEREAS, the Comanche Nation is a federally recognized Indian Tribe with a Constitution approved and ratified by the Secretary of the Interior of the United States on January 9, 1967, to safeguard tribal rights, powers, and privileges to improve the economic, moral, educational, and health status of its members; and

WHEREAS, the Comanche Constitution, Article V, Section 8 provides that the Tribal Council hires an Administrator/Manager to administrate the Tribal Government; and

WHEREAS, the Tribal Council hired Lisa Dawsey an Administrator/Manager to administrate the Tribal Government via runoff election certified on June 18, 2024; and

WHEREAS, the Comanche Constitution, Article V, Section 8 provides that the Administrator/Manager shall be under the direction of the Comanche Business Committee; and

WHEREAS, the Comanche Business Committee previously set a salary for the Tribal Administrator/Manager via Resolution No. 89-2024; and

WHEREAS, Resolution No. 89-2024 stated that after one year the Tribal Administrator/Manager would be entitled to a cost of living adjustment after one year, budget permitting, and would have discretion to give a performance-based raise; and

NOW THEREFORE BE IT RESOLVED, that the salary of the Tribal Administrator/Manager shall be \$104,000 annually effective of the date of this resolution;

BE IT FURTHER RESOLVED, that the Comanche Business Committee reserves the right to make further adjustments to this salary in the future.

CERTIFICATION

The foregoing resolution was adopted at a regular meeting of the Comanche Business Committee held on the 7th day of **June, 2025**, at the Comanche Tribal Complex, Lawton, Oklahoma, by a majority vote of for, against, and abstaining, a legal quorum being present.

Forrest Tahdooahnippah, Chairman

ATTEST:

Robert Tippeconnie, Secretary/Treasurer



A RESOLUTION SETTING THE SALARY OF THE TRIBAL ADMINISTRATOR

WHEREAS, the Comanche Nation is a federally recognized Indian Tribe with a Constitution approved and ratified by the Secretary of the Interior of the United States on January 9, 1967, to safeguard tribal rights, powers, and privileges to improve the economic, moral, educational, and health status of its members; and

WHEREAS, the Comanche Constitution, Article V, Section 8 provides that the Tribal Council hires an Administrator/Manager to administrate the Tribal Government; and

WHEREAS, the Tribal Council hired Lisa Dawsey an Administrator/Manager to administrate the Tribal Government via runoff election certified on June 18, 2024; and

WHEREAS, the Comanche Constitution, Article V, Section 8 provides that the Administrator/Manager shall be under the direction of the Comanche Business Committee; and

WHEREAS, the Comanche Business Committee wishes to set the salary of the Administrator/Manager in a transparent and procedurally sound manner; and

NOW THEREFORE BE IT RESOLVED, that the salary of the Tribal Administrator/Manager shall be \$100,000.00 annually; and

BE IT FURTHER RESOLVED, that in the future the Comanche Business Committee may give a performance-based raise to the Tribal Administrator/Manager via resolution; and

BE IT FURTHER RESOLVED, that the Tribal Administrator/Manager shall be entitled to a cost-of-living adjustments after one year, if the budget permits, as determined by the CBC; and

BE IT FURTHER RESOLVED, that the Comanche Business Committee shall give an annual review of the Tribal Administrator/Manager in which her performance is evaluated based on criteria to include proper management of program budgets, achievement of clean audits, timely performance of Tribal Government employee evaluations, and faithful execution of Tribal policies and procedures.

CERTIFICATION

The foregoing resolution was adopted at a regular meeting of the Comanche Business Committee held on the 6th day of July, 2024, at the Comanche Tribal Complex, Lawton, Oklahoma, by a majority vote of 5 for, 0 against, and 0 abstaining, a legal quorum being present.


Diana Doyebi-Sove, Vice-Chairwoman

ATTEST:


Robert Tippeconnie, Secretary/Treasurer