

Memo

To: Oneida Personnel Commission
From: Whitney A. Wheelock
Date: 8/2/2011
Re: Report for Employee Protection Hearing

Background

A request for employee protection was filed on June 30, 2011 by my-self, Whitney A. Wheelock. On that same day, by unanimous vote, an Interim Protection Order was granted by the Oneida Personnel Commission (OPC) and a closed hearing was scheduled for July 19, 2011. However, before the hearing could take place I was terminated on July 01, 2011 at 3:30 P.M. which was a retaliatory action(s) taken by my supervisor Dale Frissell Hill. The OPC agreed with my request to have my disciplinary action considered and appealed by stating, *"In addition, the Petitioner further submitted his Disciplinary Action Form for Termination which he received on July 1, 2011 requesting the Oneida Personnel Commission consider this action as retaliatory and be included in the Finding Facts at the rescheduled Employee Protection Hearing. The Petitioner submitted facts and dates in a supplemental document that supported his allegations of retaliation."*Exhibit D.p6.

On July 12, 2011 the OPC responded to a Motion for Postponement I made on July 11, 2011 in a decision stating, *"It is the decision of the Oneida Personnel Commission to GRANT the Petitioner's Motion for Postponement and to include the Disciplinary Action of Termination in the Employee Protection Hearing."*Exhibit D. p7. Decision. The hearing for Employee Protection was rescheduled for August 4, 2011 at 8:45 A.M.

I submitted a Motion for Request of Information to the OPC through a subpoena format on July 25, 2011. The time sensitive information I requested can be subpoenaed would be most vital for supporting my case; however, later that day my request was denied by the OPC on the basis of confidentiality. I feel I do not need this information to win my case for employee protection, but it would help support an investigation which I expect to arise from the upcoming hearing. I ask

that the OPC once again considers my Request for Information I submitted on July 25, 2011 at the next hearing.

Introduction

On June 30, 2011 I submitted a Request for Employee Protection from the OPC on the basis of, "*malice use of federal ARRA grant money, abuse of authority, gross mismanagement, and retaliatory actions.*" (Attachment A). I will address each of these issues below along with some other information I feel would fall under the disclosures of the Employee Protection Policy. In addition, I would like to include the numerous Oneida Tribal Policy's that are violated to show the gross mismanagement I stated above. Due to the confidential nature of my allegations under the Employee Protection Act at no time did I discuss this matter with any other individual (s) than the OPC.

I would like to thank the OPC for granting my request for a hearing postponement; it offered me sufficient time to gather documentation to disclosures yet to be mentioned, and additional documentation to my previous disclosures. Therefore, I am able to disclose an extreme time and attendance problem. This new disclosure will also provide support to the grounds of my current complaint.

Time and Attendance

One of the largest misuses of federal ARRA grant money is in the Oneida Rental Energy Efficiency Program's (O.R.E.E.P.) payroll. At this time I cannot give you an exact dollar amount of waste; however, I can provide documentation to prove there is a misuse of funds occurring. OREEP is the only department under the division of the Oneida Housing Authority (OHA) that has non-exempt/hourly employees whom do not clock in/out using the Kronos system. This decision was made by the OREEP project manager Dale Frissell Hill whom enters all of his field workers hours in to the Kronos system manually weekly. The two categories of field workers under OREEP are Energy Auditor Trainee and Rehab Worker Trainee. In the memo *Notice to ALL Employees* revised September 2008 the first rule states, "*All non-exempt/hourly employees are mandated/required to punch in and out, daily, using whatever time clock they are assigned to: Finger-Scan or Swipe Time Clock.*" The document continues to state, "*Only those employees who do not have access to a Finger-Scan, or swipe Time Clock, are excused from this requirement.*" (Attachment B).

This is a misuse of money as the OREEP field crew are getting paid for time, and in some cases overtime, when they were not at work. In the memorandum sent by Georgi Mielke, Time and Attendance Manager, states, "*Time worked: Collected by punching in and out at the time clock.*" (Attachment C). Without being required to clock in/out an employee is able to come and go as they please which is exactly what some field staff of OREEP have done. In addition, Mr. Hill is not in the field every day to witness the coming and goings of his employee's. When my supervisor Dale Frissell Hill was out of the office/out of town I was second in command to handle

OREEP issues; however, I had no authority to act on issues of this sort. In several instances I have personally seen extreme tardiness in the OREEP field crew.

There is a short time period when I first began working for OHA where all non-exempt/hourly employees clocked in/out using Kronos; however, OREEP has not done so in over a year. The only OREEP non-exempt/hourly employee that clocks in/out using Kronos is my-self, the Administrative Assistant for OREEP. There is no reason for Mr. Hill to manually enter his field workers hours as they all have access to two (2) types of clocking in/out systems during their shifts'. The main OHA building has a Kronos Finger-Scan machine that the majority of the division employees use. The second way of clocking in/out is available at the OHA Warehouse on Seminary Road. This is an older machine that manually stamps the time of an individual's arrival/departure on a time card. Currently just the OHA Maintenance and Rehabilitation crews, with the exception of OREEP, use this machine.

OHA has five (5) different types of field workers primarily divided by department: Rehabilitation, Rehabilitation-OREEP, Maintenance, Acquisitions, and Development. All field crew workers have various locations within the reservation boundaries on where they are to report each day based on scheduled needs of OHA tenants. Some OHA field workers must first pick up a tribal truck to complete their job duties daily. Two (2) of OREEP's field works pick up a truck daily first thing in the morning from the OHA warehouse to properly dispose of waste and pick up needed materials throughout the day. Each of the five (5) crews mentioned clock in using one (1) of the two (2) time and attendance machines, with the exception of OREEP. The question that arises in my mind is, why? Mr. Hill told his crew, including my-self, he does not follow the clocking in/out rule because it takes approximately thirty (30) minutes out of the work day to report to one (1) of the two (2) locations to clock in/out. This statement is a little outlandish as it has never taken me over ten (10) minutes to report to one of the housing sites; never the less, Mr. Hill's department is in violation of the Time and Attendance Policy.

The Acquisitions department also has employees with the same job title of Rehab Worker Trainee, as the majority of the employees in OREEP have. In fact, the two (2) crews would travel approximately the same distance to return/leave OHA from/to their job sites. The only difference between the two departments is who they are supervised by. The disclosure of gross mismanagement also includes Mr. Hill's apparent lax in supervisory skills surrounding his department. I am a firm believer in leading by example, and as a supervisor Mr. Hill is leading his employees down the wrong path. Unfortunately some of his employees are already mimicking Mr. Hill's poor choices.

As Administrative Assistant II for the OREEEP department one of my main duties was to complete *"labor hour, and weekly work reports."* (Attachment D). Every other supervisor in OHA completes their own labor hour reports weekly, with the exception of Mr. Hill. Thankfully Mr. Hill's sloth and my *"ability to succeed at additional tasks,"* bestowed upon me I was able to disclose some discrepancies in payroll. (Attachment E). With my postponement granted I was able to research the weekly

pay roll reports I have; however, it proved my assumption that the OREEP crew have been neglecting their job duties and reporting false information on their Weekly Work Log. All field crew under OHA fill out Weekly Work Logs to show the amount of time and the duties performed at each individual unit. See attachment F for a sample of the OREEP Work Log. (Attachment F). Mr. Hill uses these work logs to manually enter the in/out times of his employees' on Kronos after inspection for accuracy. At this point Mr. Hill prints off the total hour's sheet from Kronos and gives it to me along with all the work logs. I then enter the hours spent at each address and assign a job code for work performed according to the information provided on the weekly work logs by the field crew. This information is handed in weekly to Cindy Kohl, OHA Accounting Assistant, with a report of total hours and is then submitted for payroll.

In Exhibit B Page 6, I talk about the abuse of overtime with supporting documentation which proves Mr. Hill's mismanagement. His mismanagement continues with review of the work logs, or lack thereof. He is aware of his employees' misconduct; however, based on his same misconduct he fails to take action. On the Weekly Work Log with week ending 06/25/2011 three of Mr. Hill's field crew claimed to have performed work already completed at an address totally eighty eight (88) hours. (Attachment G). Jonathon John (#14184), Mark Stevens (#14124), and James Huff (#12743) claimed to have worked at 1129/1131 Chief Hill Drive either installing a metal roof or blowing in spray foam insulation according to their report. The three (3) year OREEP work schedule is divided up in three (3) phases, where 1129/1131 Chief Hill Drive is part of Phase 1. All work for Phase 1 of the OREEP program was completed approximately nine (9) months before Attachment G was filled out. In a document dated December 7, 2010 Mr. Hill states, "*Phase-1 Three Sisters was completed on September 21, 2010.*" (Attachment H). In a quarterly report written by Mr. Hill on January 26, 2011 he states the units that have been completed, please note 1129/1131 Chief Hill Drive are on the list as completed units. (Attachment I). This proves that Mr. Hill's employees' falsified their Weekly Work Logs and got paid for eighty eight (88) hours of work that was already completed. Attachment G shows quite a bite of over time by these three (3) gentlemen which also show they got paid overtime for work they lied about. This type of action is in violation of Policy V.D.2.I. Work Performance a. b.d.e.g. Please recall my disclosure of abuse of overtime in Exhibit B.

Please note that Jonathan John is related to Mr. Hill which was disclosed to me verbally by Mr. Hill in mid-June of this year. He also is a frequent drinking buddy of Mr. Hill's, both of which I believe create a conflict of interest in correcting any misconduct. The purpose of the Conflict of Interest Policy states, "*This Policy shall be interpreted to prevent the use of inside information by which such use would be to the detriment of the Oneida Tribe.*" Mr. Hill's association with Jonathan John prevented him from taking action against Mr. John, which has now created a detriment and liability to the Oneida Tribe. In addition, employee James Huff creates a huge conflict of interest as he is the son of Shane John's longtime girlfriend. Shane John is the Area Manager that over sees OREEP and is Mr. Hill's direct supervisor. Any accusations made against Mr. Huff including his abuse of overtime would result in a

meaningless investigation if conducted by Mr. Shane John or Mr. Hill due to their conflict of interest. This type of relationship can be very detrimental to the tribe as it is human instinct to protect their young. Mark Stevens is a former gaming employee of Mr. Hill as well, which may pose as a conflict of interest.

Jonathan John was also promoted from Rehab Worker Trainee to Energy Auditor Trainee at the request of Mr. Hill. Please contact HRD for documentation. This promotion allowed Mr. John to drivers' clearance of a tribal vehicle which clearly he abused when claiming to work at an address where work was already completed. As Mr. John uses a tribal vehicle daily to perform work duties he must have used the tribal vehicle to perform his discrepancies with the incident found in Attachment G. In addition, I have personally seen Mr. John driving with James Huff on Military Avenue in the city of Green Bay. Unfortunately I do not have the date of disclosure; however, I do know that no business would need to be conducted by Mr. John in that part of town.

I feel this is a form of discrimination and a form of retaliatory action since Mr. Hill does not treat all of his employees equally/fairly in accordance with Employee Protection Policy, Article 3-10, *"Action other than disciplinary action that may be retaliatory, by way of example, could be loss of hours, rescheduling shifts outside of normal shift changes, change of job requirements without notice, verbal or physical harassment, reduction of pay, denial of education benefits, reassignment, failure to increase base pay."* In addition, in accordance with Policy III.B.1.b, *"The Oneida Tribe is a firm advocate of the 1964 Civil Rights Act (as amended) and the 1968 Indian Civil Rights Act (as amended) and will make every effort to ensure compliance with each Act,"* something Mr. Hill has violated.

JJ Construction

JJ Construction (JJC) is the main contractor under the OREEP department with a total contract valued at over \$300,000.00. JJC is run by Jerry Jourdan, a lifelong friend of Mr. Dale Frissell Hill. I assume in accordance with the Conflict of Interest Policy 4-4 that a conflict of interest form would have been filled out at the time of the contract signing. Whether or not a disclosure of conflict of interest was made by either party, substantial documentation can be provide to the appropriate agency to prove a conflict of interest. I would like to request a full investigation be completed on all matters involving JJC and OHA on the basis of the disclosures below.

The majority of the issues I discovered arising with JJC are due to a Conflict of Interest, more importantly a misuse of funds has arose out of this Conflict of Interest. In accordance with the Conflict of Interest Policy 4-3.b. JJC as a contractor should have done the following: *"Persons or entities contracting with the Oneida Tribe must include a provision reciting the prohibition against undisclosed conflicts of interest."* The Policy latter states, *"Contracts. Entities or persons who do not disclose conflicts may be subject to termination of their contracts."* Conflict of Interest Policy 5-3.

It was decided by the appropriate authorities in the Fall of 2010 that OHA would provide new Cahartt gear and equipment to all the field crew as a type of winter gift. All field crew were to receive brown bib overalls, and a jacket with a hood. Since OREEP already had a current purchase order with the vendor Airgas for safety equipment, OHA used this PO as Airgas was the lowest quote for the equipment. On 11/16/2010 the first order of Cahartt gear arrived at OHA. Attachment J shows the invoices for the first order; please notice BN is highlighted as this stands for the color Brown. A second order was placed on 12/02/2010 as revisions were needed in the sizes ordered based on the initial fitting. At this time a few different color options were presented to the Development crew, where the color MS for Moss, DB for Dark Brown, and BK for Black were present on the invoice. (Attachment K). The final reorder of Cahartt clothing was received on 12/06/10, all of which are for Brown items. (Attachment L).

All of the above mentioned orders were for OHA field crew; I bring this up because another order for Cahartt equipment arrived on 01/14/11. My supervisor Dale Frissell Hill asked that I order a set of Cahartt gear, coats and bibs, for each of the members of JJC. Mr. Hill said JJC would reimburse OHA for the cost of the items on their next invoice; however, this never occurred. JJC wanted to take advantage of the mass discount OHA received for ordering these items. Invoice 105717422 shows the items ordered for JJC, which are all Black. (Attachment M). Also please notice the number of coats/bibs ordered on the invoice, it just so happens six (6) coats and six (6) bibs were ordered this is the same number of employees under JJC. Due to the conflict of interest OREEP did not pursue in collections the amount of \$820.03 owed to them by JJC.

Under the Standard Services Agreement of the Tribe, *"Contractor agrees to provide and be responsible for all necessary equipment and tools (collectively "Equipment") required for the performance of work under this Agreement."* (Attachment N,p N.-2.). As clearly documented, the equipment under Attachment M was purchased by the Oneida Tribe NOT the contractor. This is another type of misuse of funds associated with Mr. Hill; however, in this case it involves his best friend. In accordance with Employee Protection Policy, this invokes "Abuse of Authority", meaning *"using the authority, whether real or assumed, of any position, whether actual or assumed, to obtain information, goods or services to the detriment of the tribe.."* Policy 3-2. If the funding source were to do an investigation on OREEP's spending, a plethora of findings would surface, more than likely resulting in OHA losing this funding which would be extremely detrimental to the tribe.

In a document written by Mr. Hill on March 22, 2011 to Jerry Jourdan he makes several false statements regarding an audit of JJC invoices. Mr. Hill writes, *"On March 18, 2011, I notified you of an internal audit finding conducted at Oneida Housing Authority, OHA perform random audits of invoices and purchases to protect its financial interests and as a matter of policy."* (Attachment O). First and foremost no internal audit occurred regarding JJC Invoices; in addition, he states the *"matter of policy"* which does not exist under OHA. Mr. Hills continues, *"The account manager who handles your invoices noticed a discrepancy in invoice #1109; submitted for the*

week ending 3/11/11. As a matter of due diligence, she audited all of your invoices for the month of January 2011 and discovered several irregularities in the amounts you charged OHA. Because this employee does not have access to your contract, she notified me immediately so I could audit all of your invoices. We pulled every invoice your company submitted regarding your final contract with OHA." (Attachment O). Almost this entire paragraph is false, and in violation of various Tribal Policies.

Mr. Hill stated the "account manager" noticed the discrepancy. This is FALSE. Cindy Kohl, OHA Accounting Assistant, noticed these discrepancies through a random cross check NOT an internal audit as stated above. In finding this discrepancy Mrs. Kohl checked the previous five (5) invoices and noticed the SAME issue on all of them. Apparently JJC submitted the same invoice with mathematical error all five (5) times, changing only the dates and address worked. (Attachment P). Mr. Hill provided false documentation by saying, "*she notified me immediately.*" When in fact the initial disclosure of the discrepancy was made by Cindy Kohl to my-self on 03/17/2011 in her office located at the OHA building with Dana Mc Lester, OHA Account Manager present. I was unable to contact Mr. Hill once this disclosure arose; however, I did write an email to Jennifer Anderson, who over sees OHA accounting from Shenandoah. I was the individual to make first contact with Dale Frissell Hill regarding this disclosure on 3/18/2011. Mr. Hill writes to Jennifer Anderson stating, "*Whitney just informed me about the invoice situation.*" (Attachment Q). A meeting with the appropriate authorities was scheduled for 3/22/2011 to discuss the issue regarding JJC's Invoices. (Attachment R).

Contrary to Mr. Hill's statements made in Attachment O, I was the only individual to pull all of JJC's invoices. In doing this I created a spreadsheet, Attachment P, which shows all the JJC invoices that were incorrect. At this time I told Mr. Hill we should request an audit on all issues regarding JJC, as this information is extremely complex. He told me my report was good enough; however, I am in NO WAY qualified to perform an audit. Until I began looking through my old emails I had no idea that Mr. Hill was considering the chart I made as an audit. In fact, I had miscalculated the original numbers provided in my original spreadsheet similar to Attachment P. I sent out a revised copy of the spreadsheet at 8:28 PM on 03/22/2011 stating, "*Attached please find an updated copy of the JJC invoice report I provided at today's meeting. After reviewing it, I noticed my calculator was not rounding the numbers correctly.*" (Attachment S). The only reason I see why Mr. Hill intentionally lied is to cover up both his tracks and the tracks of his friends Jerry Jourdan. Mr. Hill had me prepare everything regarding this compliant something he should have done as a Project Manager. When I look back I am glad he did not, others wise he may have been able to cover up this information. As you can clearly see Mr. Hill provided false accusation in Attachment O; however, I am more concerned with the information he sent to OREEP's funding source as being false as well. In Attachment T, Mr. Hill writes, "*I will send notification of this matter to Mary White and Dori McGeshick at HUD.*" Hopefully Mr. Hill provided accurate information otherwise OREEP and the Tribe could stand the chance of detrimental effects if false accusation were presented to HUD.

Following the above mentioned issue in regards to invoices, Mr. Hill was instructed by his supervisor Shane John to have all invoices of OREEP overlooked and signed by him before they be submitted to payment. This request was only upheld a week or so until Mr. Hill decided he could sign off on his own again. If available the OREEP invoices can be pulled from this time frame to see when Mr. John signed off and when he did not. As this was the request of Mr. John I continued to contact him weekly to set up a time to look over invoices; unfortunately, Mr. John rarely carried through with his request. On 04/04/2011 I wrote, *"I know you wanted to look over the OREEP invoices for a while to make sure all of our bases are covered. Is there a time we could set aside next week?"* (Attachment U). No response occurred.

Mr. Hill like his supervisor Shane John both failed to take action in regards to JJC. After this invoice issues arose in March of 2011, Mr. Hill continued to make manual edits to the JJC invoices, a high questionable act. Attachment V shows where Mr. Hill crossed out the Total of Invoice # 1132 and put in his own dollar value to pay. This is where I see one of the greatest disclosures of Conflict of Interest, since Mr. Hill has direct sign off authority of his best friend's invoices. If you contact HRD you can concur that Mr. Hill's sign off limit is \$5,000.00, and it just so happens the majority of JJC invoice are right around this sign off limit.

This may seem as enough evidence to prove a Conflict of Interest is evident in Mr. Hill, Mr. John, and Mr. Jourdan and shows sufficient proof of misuse of federal funds; however, recently some other damning evidence arose. *"With all of the issues OREEP has been having with JJ Construction and their book keeping skills I thought it would be a good idea to look through their contract for other possible problems. The main issue I noticed is the lack of Weekly Man Hour Reports. Of the fifty eight (58) weeks JJC has been a contractor with OHA only thirteen (13) Weekly Man Hour Reports have been turned in putting JJC in a breach of contract."* (Attachment VB 1). The Weekly Man Hour Reports are required under the JJC Contract and are required by the Indian Preference Department. In an email I sent to my supervisor, Dale Frissell Hill on 06/06/2011 I wrote, *"to remedy this issue I would suggest following the Event of Default section of the JJC contract which states: 'Tribe shall notify Contractor in writing to remedy the deficiency within ten (10) business days. If this is the path you wish to take I will write up a letter today and send it certified mail.'"* (Attachment VB 2). I was unable to reach Mr. Hill by phone; therefore I wrote this email to him, and CC it to Shane John, Area Manager. Mr. Hill responded, *"Yes. Send the letter requesting weekly manpower reports."* (Attachment VB 3). As the Project Manager, and issuer of the contract I fully assumed Mr. Hill would be the one to issue such a letter to JJC in accordance to the language in the contract. Nevertheless, I thought this would be a GREAT chance for me to get a clear and concise understanding of the Judicial/Contract side of project management in accordance with the raise I was about to receive before retaliatory action was taken. In addition, by obtaining this knowledge I am able to use it in this document to show discrepancies within the JJC contract.

On June 6, 2011 I wrote a Breach of Contract (2010-0927) to Jerry Jourdan of JJ Construction stating, *"more specifically, you have breached the following obligations under the Contract: 1. Scope of Work Section 5(a): Payment Schedule:*

Contractor shall submit invoices to Frissell Hill on a weekly basis, no later than 4 pm on Fridays. 2. Scope of Work Section 6(h): Project Foreman responsibilities: Maintain and submit weekly manpower reports." (Attachment W). The Project Foreman in this case would be Jerry Jourdan according to the scope of work request in the contract. I further felt a meeting was in order as this is the second major contract issue with the vendor JJ Construction. A meeting was scheduled with the appropriate authorities including the contractor in the Ron John Conference Room at the OHA building for 06/10/2011. (Attachment X). I would like it to be known that Mr. Jourdan did NOT attend this meeting; however, his wife, Tami Hill, appeared in his place. Until this point Tami Hill has never spoke on behalf of JJC, as she has nothing to do with her husband's company. Mr. Hill knew in advance that Mr. Jourdan would send his wife, Tami, in his place as he disclosed this information to me earlier that day. According to Mr. Hill, Mr. Jourdan stated he would be unable to control himself if things got out of hand as he has resentful and negative feeling towards OHA and curtain employees.

Tami Hill had given me a call on the morning on 06/08/2011 requesting a blank copy of the Certified Manpower Reports. These reports were required to be in by 06/20/2011, in accordance with Attachment W, and she stated neither her nor her husband could find a blank copy. At 10:44 AM on 06/08/2011 I emailed a scanned copy of the report Mrs. Hill requested. (Attachment Y.A.). I found it rather odd Mrs. Hill was using here tribal employee email to conduct such business. Nevertheless, the meeting on 06/10/2011 ended the Breach of Contract as all required materials were turned in later before the deadline. Many of the documents Mrs. Hill had presented that day were either inaccurate or incomplete. Mr. Hill had also asked me to make a template invoice for JJC, after first requesting that I create all the invoices for JJC myself on a weekly basis which was denied by legal. Several Conflicts of Interests already have taken place in this relationship, added his wife, Tami Hill, and requesting that I do the JJC invoicing for them simply adds fuel to the fire.

Abuse of Funds

On 05/02/11 Mr. Hill signed invoice #4920-235941 for payment from The Home Depot in the Amount of \$2,264.21 for an enclosed cargo trailer. (Attachment Y.B.) According to my understanding of the tribal purchasing laws an invoice cannot be paid unless product has been received first. Patrick Stensloff, Purchasing, brought it to my attention on 5/25/2011 that Dale Frissell Hill had purchased a trailer that was never received. (Attachment Y.C. & Y.B.)

Mr. Hill abused federal funds as he used the money to purchase three polo shirts for his use in outside job activities. In a text message I received from Mr. Hill on 05/24/2011 he requests, "also order me three of the black polos u bought for me with no monograms...I gotta get my badge put on em. Thnx." I do not have my own camera to show you a copy of the text message, but I would be willing to provide my phone as evidence to this. Mr. Hill also works for the Emergency Management part of OPD which is where he intended to use the polos; never the less, he misused

federal funds. Purchase Order # GLO-33390-11-PO shows this purchase being made. (Attachment Y.D.)

Code of Ethics

Chapter 3: Code of Ethics, a part of the Stand Alone Work Standards, Resolutions, and Policies, was created for the following purpose: *"It is the policy of the Oneida Tribe of Indians of Wisconsin to promote the highest ethical conduct in all of its elected and appointed officials, and employees. This Code of Ethics represents a beginning, it is the very minimum standard of conduct which is expected. This Code is intended to create a base from which all persons are expected to work upwards and strive to work toward improving the health, safety and welfare of the Oneida Nation, citizens of the Nation, employees of the Tribe, and persons living in and around the jurisdiction of the Oneida Tribe of Indians of Wisconsin."* Code of Ethics.3.1-1. A email written by Dale Frissell Hill on Friday, April 15, 2011 regarding the recent Cost Containment Policies sent to Greg Matson, Project Manager, Rosie Rothamer, R.O.S.S. Case Worker, Shane John, Rehab Area Manager, and my-self clearly shows Mr. Hill is not in accordance with this policy. In fact, Mr. Hill's statements are extremely offensive to the Oneida Tribe as a whole, and also personally attack on the administrative staff and government officials as defined in Code of Ethics 3.2-1. and 3.2-2.

In Attachment Z, Mr. Hill makes fun of the current financial hardship of the Tribe and the Policies set forth due to this hardship. Please fully read Attachment Z. This email clearly violates Code of Ethics 3.4-6.d. which states, *"respect, support, study and when necessary, work to improve the laws, policies and other regulations which define regulations which define relationships among public agencies, employees, clients and all citizens."* Mr. Hill's email may have been written with a sense of joking around; however, his statement not only offends all tribal employees, but also offends all enrolled members of the Oneida Tribe of Wisconsin. Code of Ethics 3.4-6.b, states program personnel shall, *"strive for personal professional excellence and encourage the professional development of associates."* Instead of encouraging coworkers, Mr. Hill personnel attacks a select group of individuals stating, "9. TRAVEL: Travel is only authorized to and from work. As usual, we (JET, BC, IMPORTANT PEOPLE) will retro-approve our travel after the fact at each BC Meeting." (Attachment Z).

Mr. Hill's statements are not only a severe violation of the Code of Ethics, but his statements, especially Attachment Z.9, are hypocritical. On March 16, 2011 Mr. Hill wrote to the OREEP funding source, HUD, stating, *"I just realized that we have expended nearly all of my travel expenses for this fiscal year, and we still have 6 months remaining in FY11...I would like to increase my travel/mileage budget to \$2400."* (Attachment Z.2.) Mr. Hill's request was later granted giving him a total annual travel budget of \$2,400, which makes his annual travel budget higher than three (3) members of the BC. (Attachment Z.3.). The statements Mr. Hill made in his inappropriate email further created a gap in the community belief in violation of Code

of Ethics 3.4-4. *"Program personnel shall demonstrate the highest possible standards of personal integrity, truthfulness, honesty and fortitude in all public activities in order to inspire public confidence and trust in public institutions, including but not limited to (a) dedication to the highest ideals of honor and integrity in all public and personal relationships (b) affirm the dignity and worth of the services rendered by the government and maintain constructive, creative, and practical attitude toward community affairs and a deep sense of social responsibility as a trusted public servant."* Without having trust within his own organization it would make it impossible for Mr. Hill to bestow this trust upon any community members as stated in the above mentioned policy.

This disclosure alone would prove to the appropriate authority that Mr. Hill is unfit for employment with the Oneida Tribe especially in the supervisory position he holds. Enforcement of this violation should occur as followed: *"Programs and Enterprises shall be removed according to the procedures set out in the Oneida Personnel Procedures and Policies Manual. Provided that, suspension while investigation or termination is an appropriate action, and one offense is sufficient for termination. Provided further, that any suspension be without pay."* Code of Ethics 3.6-1.b. The email (Attachment Z) is also in violation of Policy V.D.2.IV.c. *"Making false or malicious statements concerning other employees, supervisors or program heads."* In addition, Policy V.D.2.IV.k, was violated as Mr. Hill did not use *"proper judgment"* when writing this document. A violation of the Code of Ethics is a serious matter and should be pursued with the most enforcement possible.

Gross Mismanagement and Questionable Actions

Mr. Hill and the OREEP department as a whole are in violation of United States Department of Labor code Under 29 CFR 1926.501(b)(13), *"workers engaged in residential construction six (6) feet or more above the lower levels must be protected by conventional fall protection (i.e., guardrail systems, safety net systems, or personal fall arrest systems."* As you can see from the photo, no safety precautions are being used to insure safety (Attachment A.A.) Also, if you notice Mr. Hill's son is in the photo working too, a major Labor code violation, as he is too young to work. Both the A.G.M at the time and the Area Manger over OREEP knew of these photos yet neither took action.

The Selection Policy of the tribe states. *"The Oneida Tribe exists to serve the needs of the Oneida people. As an employer, the Tribe seeks to employ individuals who possess the skills, abilities and background to meet the employment needs of the Tribe."* Several members of the administration have complemented me on my positive work performance. My immediate supervisor Dale Frissell Hill also felt I was an outstanding employee as he promoted me two (2) times and approved a third promotion all since my original employment date of 04/11/2011. This information can be found in my HRD file. On 06/16/2011 days before my termination Mr. Hill wrote me an email stating, *"who you are makes a difference."* (Attachment A.C.)

The last major project I conducted before my termination was presentation boards of OHA to be used to promote division growth. I had numerous complements of my work performance and end result of this project. Dale P. Wheelock, OHA Executive Director wrote, *"I wish to congratulate everyone who help out in getting the OHA presentation boards together for the GTC meeting, especially Whitney Wheelock for his creative flair in getting the message out that OHA is producing quality advances in housing for the Oneida Community."* (Attachment A.D.) The General Manager for the Tribe, Debbie Thundercloud, responds to Mr. Wheelock's email writing, *"On behalf of the Administration, I would like to applaud you as well. The accomplishments that have been made by OHA over the past few years has been tremendous...and this is a lot of pride in the community around the exemplary performance of all of you! Thank you for a job well done!"* (Attachment A.E.) In Exhibit B I also have positive feedback from Greg Matson, soon to be Vice Chair, and Jay Fuss, OHA Construction Supervisor. As clearly shown above I was an excellent employee of the Tribe, so the question arises, why did Mr. Hill terminate me?

Requests

First and foremost I would like to be granted a full status of employee protection immediately based on my proven disclosures. I have met all the requirements under policy to establish employee protection. This protection is needed to proceed with the Retaliation Grievance of Disciplinary Action (Exhibit B) taken against me, which will aid me in getting closer to reinstatement. I feel I have helped out the tribe a great deal by disclosing this information to them and I request the same helpful hand in return.

1. At this time I would like to request a status of Lifetime Employee Protection be granted immediately. This will include, but not limited to, protection for the duration of my employment with the Oneida Tribe, but also includes future employment with the Tribe and its subsidiaries. Previous precedent has been set granting protection of this sort for extremely similar disclosure(s) at the Appellate Court level. The Tribal Appellate Courts stated under Docket #07-AC-025. IV. Decision, *"we overturn the majority decision of the Oneida Personnel Commission and uphold the dissenting opinion. Lifetime Employee Protection is granted to Ms. Vandehei. This will include, but not limited to, protection for the duration of her employment with the Oneida Tribe, but also includes further employment with the tribe."* (Attachment A.B.) Ms. Vandehei disclosed some of the similar disclosures I made in regards to violations in Time and Attendance Policy.
2. I would like to be reinstated to the Oneida Housing Authority as my wealth of knowledge would be most beneficial to this division at a salary of no less than \$17.76/Hr. This request is based off the hourly wage Mr. Hill approved in my title reassignment which he later denied as a form of retaliatory action. It would be my last resort to be reinstated or have my name affiliated with the corruptions of the O.R.E.E.P. department form which I was terminated.

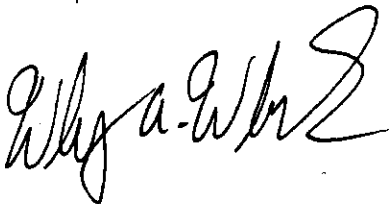
3. Under the Back Pay Policy I would like every action of 4-1. Back Pay Calculations to be exerted in determining a settlement amount. In addition, I would request a thirty (30) minute time frame to determine any settlement offered.
4. I would like to emphasize Employee Protection Policy Article IV. 4-7.
"Appropriate agencies are authorized to use their full powers to take corrective measures where disclosures merit action, and to utilize all Tribal agencies to effectively correct any and all problems found. This includes, but is not limited to, the following action: a. Oneida Business Committee garnishment action to recover lost funds, b. Personnel Commission for disciplinary action, c. Appeals Commission for appropriate civil actions, d. Criminal prosecutions, where indicated, in appropriate federal or state courts."

Under this Policy I would like the personnel commission to take disciplinary action in accordance with the merit of my disclosures against my supervisor Dale Frissell Hill immediately to insure I am not to return to a hostile work environment. In accordance the tribal policies I only see two forms of disciplinary action to occur: investigative leave without pay, or termination. I also feel disciplinary action be taken against Shane John based on my disclosures.

5. I ask that all detrimental information be taken out of all of my files throughout the Tribe that were issued under Mr. Hill's supervision.
6. I also ask for consideration of my proposal of Attachment P in Exhibit B, and also consider other requests I may have made in previous Exhibits.
7. Finally I ask that I be allow to bring additional documentation as needed to the hearing to help present my case and to answer any question the OPC may have. I have evidence to show discrimination, harassment, and sexual harassment has occurred, some of which violate Civil Rights; however, I would like mention this during the hearing as I am not sure how to proceed with this information.

I would like to thank you for your time and consideration in this matter, and if you should have any questions please feel free to contact me. I look forward to the upcoming hearing as I feel this is a chance for justice and my disclosures to come to light.

Yaw^ko,



Whitney A. Wheelock

2742 Viking Drive #3D

Green Bay, WI 54304

(920)-264-4586

Attachment A



ONEIDA HOUSING AUTHORITY

PO. BOX 68
ONEIDA, WISCONSIN 54155
(920) 869-2227
(920) 869-2836 FAX

From: Whitney A. Wheelock, Administrative Assistant II- Project Mgmt
To: Oneida Personnel Commission
Date: June 30, 2011
Subject: Request for Employee Protection

I request employee protection while an investigation is completed against my supervisor Dale Frissell Hill. I am turning this request to the Oneida Personnel Commission as I believe higher authorities may be involved. I have certain information that needs to come to light; however, for my own protection I will be unable to do so unless granted Employee Protection. The grounds of my complaint involve the malice use of federal ARRA grant money, abuse of authority, gross mismanagement, and retaliatory actions. I ask that you please take this request in to serious consideration as I feel it would be in the best interest of the Oneida Nation. Once you reach a decision or if you should have further questions please feel free to contact me.

Yaw^ko,

Whitney A. Wheelock
Administrative Assistant II
Oneida Housing Authority
Office: 920-869-6177
Cell: 920-713-8082
wwheeloc@oneidanation.org

Attachment B



NOTICE TO ALL EMPLOYEES

Revised: September 2008

-All *non-exempt/hourly* employees are mandated/required to punch in and out, daily, using whatever time clock they are assigned to: Finger-Scan or Swipe Time Clock.

-Only those employees who do not have access to a Finger-Scan, or swipe Time Clock, are excused from this requirement. See your immediate supervisor in this case. An authorized Time Sheet will be submitted instead to meet the deadline.

-If you forget to punch in or out, you must report this to your supervisor immediately.

-Failure to report a missed punch may result in an error on your paycheck. Errors on paychecks will take at least two weeks, from the date the corrections are received in the Time & Attendance Office, to process.

-Employees may request to check their hours by contacting their supervisor or other authorized department personnel. The Time & Attendance Office may also assist you, however, due to deadlines, they may not be able to take your inquiries on Mondays/Tuesdays.

-A problem with a machine that applies to all employees should be reported to the Time & Attendance Office at 429-3077, the MIS Department using the Help Desk extension 4357 or the Gaming MIS Department at extension 3252. (After office hours, leave a voice mail message identifying exactly which Timekeeper is having the problem.)

Time & Attendance Hours

(Located at the Employee Services Building)

Monday thru Friday

7:30 am to 4:30 pm

Saturday & Sunday Closed

Attachment C

MEMORANDUM

To: All Non-Exempt (Hourly) Employees
From: Georgi Mielke, Time and Attendance Manager
Re: Time and Attendance Information

As a **non-exempt (hourly) employee** of the Oneida Tribe of Indians of Wisconsin, your time and attendance is tracked by the following methods:

- 1] **Time worked:**
Collected by punching in and out at the time clock.
Time Clocks are usually located near the employee entrances at each building.
Contact your Supervisor for exact locations.
- 2] **Non-productive time:**
Manually posted by either the Time and Attendance Dept or your supervisor.
This includes but not limited to orientations, meetings, training sessions, seminars, etc. This information is gathered from a sign-in sheet supplied at each event which you must sign to receive credit for attending.
- 3] **Time Off Work Request forms:**
Submitted to your Supervisor for approval.
For regular employees, after your probationary period has ended, vacation or personal time requested is manually posted by your Supervisor to the Kronos Time and Attendance system. When using vacation or/and personal time, a maximum of 40 hours per pay period may be disbursed. This includes all other types of pay, except shift differential and lead pay, received in any one pay period.
- 4] **Shift Differential:**
If your position receives a shift differential consideration, this time is automatically calculated by the Kronos automated time and attendance system. Shift Differential is only paid for hours worked, not for meetings, trainings, or other non-productive time that you might attend. Second shift receives an additional 0.25 cents per hour for each hour worked from 300pm to 1059pm. Third Shift receives an additional 0.50 cents per hour for each hour worked from 1100pm to 659am.
Exception: The Health Area - Please check with your supervisor to be sure.

Attachment D

DUTIES AND RESPONSIBILITIES

This is a list of duties and responsibilities of my **Administrative Assistant II** for the OREEP functions of Oneida Housing Authority. It is not all inclusive; rather it is a guide of how we should conduct business and ourselves on a day to day basis. It is a reference of "job expectations". It is a charter that we will use as you grow personally and professionally in our organization, and it is a fluid document that we will continually revise and adapt as the times and conditions change.

PROFESSIONALISM

1. First and foremost, I expect my assistant to act and speak in a courteous professional manner at all times. Written correspondence must include proper spelling and grammar, and you must address people by their formal title (Sir, Ma'am, Mr., and Mrs., Councilman, Chairman, etc.)
2. As professionals, your appearance and the manner in which you present yourself are important. Your job requires you to conduct business with other areas of our tribe, tenants, businesses and entities outside of our tribal structure. We only get one chance to make a first impression, so make it a positive lasting one.
3. Never forget confidentiality. Do not share personal, business, or contractual information with those who are not authorized to hear or see it. When in doubt, ask your supervisor.
4. You will often speak on my behalf, on behalf of my department, and Oneida Housing Authority. You will exercise the highest level of integrity and professionalism when doing so because you represent our organization.
5. You are part of a team of professionals working toward a singular goal. As a team member you will be expected to support the decisions of others, and provide input that supports the goals of Oneida Housing Authority.

DUTIES

1. Organize, file, and report invoices.
2. Turn in invoices to accounting for payment.
3. Maintain account balances for all purchases, contracts, and services. Balances must be kept current and updated daily if necessary.
4. Complete Labor Hour, and weekly work reports.
5. Maintain organized Purchase Order file, contracts, personnel files, and office files. Files regarding contracts with vendors are strictly confidential and must be secured at all times.
6. Correspond with various business, vendors, and departments.
7. Arrange travel, training, and meetings for the OREEP Project Manager and staff.
8. Update project calendars, schedules.

Attachment F

Oneida Rental Energy Efficiency Program Work Log

NAME: Lyan Stevens BADGE: 15137

WEEK ENDING: 1/2/11

[illegible]

If Ryan is going to work on his GED on the clock he needs to put that on his work Log

DE- Demo
CU- Clean up
SI- Spray Foam/insulate/caulk
TR- Siding/fascia/soffit
WI- Window/remove/Install
RF- Roof/tear off/install

SD- Siding
IN- Insulate/door/window
TG- Training
PN- Painting/patching
MG-Meeting
PH- Plumber's Helper

EH- Electrician Helper
HH- HVAC Helper
FR-walls/framing/drywall
EA- Energy Auditor testing
OTHER- Short explanation

Employee Signature certifies reported information is correct:

NATURE/BADGE

DATE _____

SUPERVISOR SIGNATURE

DATE _____

Attachment G

Week Ending:06/25/2011

Oneida Housing Authority
OREEP Weekly Log Summary

Address	Project ID #	Jonathon John #14184	Paul Melchert #14958	Mark Stevens #14124	Anthony Gutierrez #12995	Ryan Stevens #15137	James Huff #12743	Hollie Webster #15217
OHA Warehouse		4.50 MH	2.00 MH					
N6456 Evergreen Drive	0000000074	4.50 DC	7.00 RF	4.50 DC	12.50 DW	14.00 FR	40.00 DW	
			7.00 FR					
			6.00 PN					
N6457 Evergreen Drive	0000000075		4.50 SI	4.50 DC	12.50 DW	12.00 PN		12.00 FR
W1215 Beechtree Lane	0000000066	4.50 SF	4.00 IN		15.00 DW	14.00 WI		15.00 SD
1148 Chief Hill Drive	0000000125	4.50 MH						
1129 Chief Hill Drive	0000000120	18.50 RF		9.00 SF			5.50 RF	
				11.00 RF				
1131 Chief Hill Drive	0000000121	18.50 RF		9.00 SF			5.50 RF	
				11.00 RF				
1197 Shepards Path	0000000202		8.50 WI					11.00 WI
Vacation								
Personal								
Holiday								
Other (Orientation)								
Total (hrs.)		55.00	39.00	49.00	40.00	40.00	51.00	38.00

IN-Insulate/door/window	DC-Demo/Clean up	HH-HVAC Helper	DW-Drywall/Framing
TG-Training	MS-Miscellaneous	PH-Plumber Helper	O-Other
EA-Energy Auditor	SF-Spary Foam	EH-Electrician Helper	PN- Painting/Sealants
RF-Roof/tear off/install	TR-Trim/fascia/soffit	SD-Siding	FR-Walls/Framing/Drywall
FL-Flooring	MH-material handling		
PG-patching	WI-Window/remove/replace		

Attachment H

From: Frissell Hill, Project Manager-OREEP
To: Dale Wheelock, Executive Director
Date: December 7, 2010
Subject: **ARRA Stimulus Grant Update**

The Oneida Rental Energy Efficiency Program is progressing well. Phase-1 Three Sisters was completed on September 21, 2010, and the first four homes of Phase-2 are nearing completion. Our Phase-1 energy efficiency rebates for twenty five homes average \$1500 per unit. Rebate and Focus on Energy rewards will be used to add more energy efficiency items to the program, plus more training for our staff.

We encountered a great deal of mold problems in the Phase-2 homes in Site II.



As you can see from this example there is a great deal of surface mold evident. The indoor air quality of the unit was such that the tenants were relocated during the rehabilitation. Surface mold is an indication of a serious mold issue that usually grows

Attachment I

From: "Dale Hill" <DHILL@oneidanation.org>
To: "Dale Wheelock" <DWHEELO1@oneidanation.org>
Cc: "Shane John" <SJOHN1@oneidanation.org>; "Whitney Wheelock" <WWHEELOC@oneidanation.org>
Sent: Wednesday, January 26, 2011 2:20 PM
Attach: Grant 09-CT-55-49100.doc
Subject: 09-CT-55-49100

Here is the update you requested.

Frissell Hill
Project Manager-OHA
Office: 920.869.6176
Fax: 920.869.2836
Cell: 920.327.2312

7/31/2011

Grant 09-CT-55-49100

COMPLETED

1.	1129 Chief Hill Drive	Oneida WI 54313-1448
2.	1131 Chief Hill Drive	Oneida WI 54313-1448
3.	1138 Chief Hill Drive	Oneida WI 54313-1447
4.	1140 Chief Hill Drive	Oneida WI 54313-1447
5.	1146 Chief Hill Drive	Oneida WI 54313-1447
6.	1148 Chief Hill Drive	Oneida WI 54313-1447
7.	1152 Chief Hill Drive	Oneida WI 54313-1449
8.	1154 Chief Hill Drive	Oneida WI 54313-1449
9.	1153 Chief Hill Drive	Oneida WI 54313-1447
10.	1155 Chief Hill Drive	Oneida WI 54313-1447
11.	1200 Chief Hill Drive	Oneida WI 54313-1450
12.	1202 Chief Hill Drive	Oneida WI 54313-1450
13.	1203 Chief Hill Drive	Oneida WI 54313-1463
14.	1205 Chief Hill Drive	Oneida WI 54313-1463
15.	1206 Chief Hill Drive	Oneida WI 54313-1450
16.	1208 Chief Hill Drive	Oneida WI 54313-1450
17.	1209 Chief Hill Drive	Oneida WI 54313-1463
18.	1211 Chief Hill Drive	Oneida WI 54313-1463
19.	1214 Chief Hill Drive	Oneida WI 54313-1450
20.	1216 Chief Hill Drive	Oneida WI 54313-1450
21.	1197 Sheperds Path	Oneida WI 54313-1320
22.	1335 Baumgart Road	Oneida WI 54313-1325
23.	1327 Brocoin Way	Oneida WI 54313-1329
24.	2928 Artley Street	Oneida WI 54313-1248
25.	N6420 Evergreen Drive	Oneida WI 54155-9419
26.	N6421 Evergreen Drive	Oneida WI 54155-9420
27.	N6431 Evergreen Drive	Oneida WI 54155-9419
28.	N6432 Evergreen Drive	Oneida WI 54155-9420

IN PROGRESS

1.	N5356 Bear Court	Oneida WI 54155-8977
2.	N6445 Evergreen Drive	Oneida WI 54155-9420
3.	N6446 Evergreen Drive	Oneida WI 54155-9419

SCHEDULED

1.	1219 Chief Hill Drive	Oneida WI 54313-1463
2.	1221 Chief Hill Drive	Oneida WI 54313-1463
3.	1222 Chief Hill Drive	Oneida WI 54313-1450
4.	1224 Chief Hill Drive	Oneida WI 54313-1450
5.	1225 Chief Hill Drive	Oneida WI 54313-1463

Attachment J



ORIGINAL INVOICE

AIRGAS NORTH CENTRAL
1310 ONTARIO ROAD
GREEN BAY WI 54311
(920) 465-1700

DATE	ACCT. NO.	INVOICE NUMBER
11/16/10	1FQA2	105489176

105

PLEASE MAKE CHECKS PAYABLE TO
AIRGAS NORTH CENTRAL

AIRGAS NORTH CENTRAL
PO BOX 802588
CHICAGO IL 60680-2588

BEW
358191-00
SOLD TO ONEIDA TRIBE OF INDIANS
ATTN AP
PO BOX 365
ONEIDA WI 54155-0365

SHIP TO ONEIDA HOUSING AUTHORITY
ATTN D FRZL HILL
2913 COMMISSIONER ST
ONEIDA WI 54155-8948

CUSTOMER ORDER NUMBER	LOC	SLS#	TERR#	SHIP VIA	TERMS	PAGE
GLO-26544-11-PO	409	107	409	DROP SHIP	NET 30 DAYS	1

STOCK NUMBER	QTY SHIPD	QTY BO	DESCRIPTION	UOM	UNIT PRICE	AMOUNT
** LOCATION: E84 **						
3581911103CRHC03BN40RG	1	0	ARCTIC TRADTNL COAT REGULAR 40	EA	65.63	65.63 N
3581911103CRHC03BN44RG	10	0	ARCTIC TRADTNL COAT REGULAR 44	EA	65.63	656.30 N
3581911103CRHC03BN48RG	8	0	ARCTIC TRADTNL COAT	EA	65.63	525.04 N
3581911103CRHC03BN46TL	1	0	ARCTIC TRADTNL COAT SIZE 46/TALL	EA	71.88	71.88 N
3581911103CRHC03BK52RG	5	0	ARCTIC TRADTNL COAT	EA	71.88	359.40 N
3581911103CRHC03BN56RG	2	0	ARCTIC TRADTNL COAT	EA	71.88	143.76 N
3581911103CRHC03BN58RG	1	0	ARCTIC TRADTNL COAT	EA	71.88	71.88 N
3581911103CRHR38BN3830	2	0	ZIP FRONT BIB ZIP HP R38BRN-38WX30L	EA	70.00	140.00 N
3581911103CRHR38BN4032	2	0	ZIP FRONT BIB ZIP HP HIP SIZE 40W X 32I	EA	70.00	140.00 N
3581911103CRHR38BN4630	1	0	ZIP FRONT BIB ZIP HP R38BRN-46WX30L	EA	70.00	70.00 N
3581911103CRHR38BN3430	2	0	*CRH R38BN3430 OVERALL BR DUCK QUILT LINED W/BIB &	EA	70.000	140.00 N
3581911103CRHR38BN4232	2	0	ZIP FRONT BIB ZIP HP TO HIP SIZE 42 WAIST X 3	EA	70.00	140.00 N
3581911103CRHR38BN3232	3	0	*CRH R38BN3232 OVERALL BR	EA	70.000	210.00 N
Previous Year's Equipment Sale Visit www.airgas.com/ancsale						
CONTINUED						

TAXABLE AMOUNT

AMOUNT
THRU DATE

J.-1.

Attachment K

Airgas

ORIGINAL INVOICE

AIRGAS NORTH CENTRAL
1310 ONTARIO ROAD
GREEN BAY WI 54311
(920) 465-1700

DATE	ACCT. NO.	INVOICE NUMBER	
12/02/10	1FQA2	105567993	105

PLEASE MAKE CHECKS PAYABLE TO
AIRGAS NORTH CENTRAL

AIRGAS NORTH CENTRAL
PO BOX 802588
CHICAGO IL 60680-2588

BEW
373613-00

SOLD TO
ONEIDA TRIBE OF INDIANS
ATTN AP
PO BOX 365
ONEIDA WI 54155-0365

SHIP TO
ONEIDA HOUSING AUTHORITY
ATTN D FRZL HILL
2913 COMMISSIONER ST
ONEIDA WI 54155-8948

CUSTOMER ORDER NUMBER	LOC	SLS#	TERR#	SHIP VIA	TERMS	PAGE
GLO-26544-11-PO	409	107	409	PICK UP	NET 30 DAYS	1

STOCK NUMBER	QTY SHIP'D	QTY B/O	DESCRIPTION	UOM	UNIT PRICE	AMOUNT
RELEASE #: YADIE JORDAN						
** LOCATION: E84 **						
3736131109CRHC03BN48RG	1	0	ARCTIC TRADTNL COAT	EA	65.63	65.63 N
3736131109CRHR38BN3630	1	0	ZIP FRONT BIB ZIP HP SIZE 36W X 30I	EA	70.00	70.00 N
3736131109CRHA02BNOFA	1	0	ARCTIC HOOD NO FUR FUR TRIM	EA	18.36	18.36 N
Subtotal						153.99

TAX CD: 700734734 TAX DESCRP: WI-BROWN C EXMPT CD: 0 EXMPT/CERT: TRIBAL 1107

Previous Year's Equipment Sale
Visit www.airgas.com/ancsale

TAXABLE AMOUNT

.00

AMOUNT
THIS INVOICE

153.99

K.-1.



ORIGINAL INVOICE

AIRGAS NORTH CENTRAL
1310 ONTARIO ROAD
GREEN BAY WI 54311
(920) 465-1700

DATE	ACCT. NO.	INVOICE NUMBER	
12/02/10	1FQA2	105567992	105

PLEASE MAKE CHECKS PAYABLE TO
AIRGAS NORTH CENTRAL

AIRGAS NORTH CENTRAL
PO BOX 802588
CHICAGO IL 60680-2588

SOLD TO
ONEIDA TRIBE OF INDIANS
ATTN AP
PO BOX 365
ONEIDA WI 54155-0365

SHIP TO
ONEIDA HOUSING AUTHORITY
ATTN D FRZL HILL
2913 COMMISSIONER ST
ONEIDA WI 54155-8948

BEW
400820-01

CUSTOMER ORDER NUMBER	LOC	SLS#	TERR#	SHIP VIA	TERMS	PAGE
GLO-26544-11-PO	409	107	409	PICK UP	NET 30 DAYS	1

STOCK NUMBER	QTY SHIPD	QTY BVO	DESCRIPTION	UOM	UNIT PRICE	AMOUNT
** LOCATION: E84 **						
4008201116CRHC26MSXLRG	1	0	SANDSTONE ARCTIC CT	EA	75.00	75.00 N
4008201116CRHR33BK4428	1	0	*CRH R33BK4428 OVERALL BI	EA	87.500	87.50 N
4008201116CRHC26BK2XTL	1	0	44WX28L W/ ZIP FRONT QUI	EA	81.250	81.25 N
4008201116CRHR33BK4030	1	0	*CRH C26BK2XTL COAT TRADI	EA	87.50	87.50 N
4008201116CRHC26DEXLGR	1	0	SANDSTONE ARCTIC QUILT L	EA	75.00	75.00 N
4008201116CRHR33BK3430	1	0	EXT ARCTIC BIBERALL	EA	87.50	87.50 N
			40 WAIST X 30 INSEAM	EA	75.00	75.00 N
			SANDSTONE ARCTIC CT	EA	87.50	87.50 N
			EXT ARCTIC BIBERALL	EA		
			ZIP FRONT QUILT LINED AR			
Subtotal						493.75

TAX CD: 700734734 TAX DESCRP: WI-BROWN C EXMPT CD: 0 EXMPT/CERT: TRIBAL 1107

Previous Year's Equipment Sale
Visit www.airgas.com/ancsale

TAXABLE AMOUNT

.00

AMOUNT
TAXABLE

493.75

K.-3.

Attachment L



ORIGINAL INVOICE

AIRGAS NORTH CENTRAL
1310 ONTARIO ROAD
GREEN BAY WI 54311
(920) 465-1700

DATE	ACCT. NO.	INVOICE NUMBER
12/06/10	1FQA2	105576051 105

PLEASE MAKE CHECKS PAYABLE TO
AIRGAS LTD

AIRGAS NORTH CENTRAL
PO BOX 802588
CHICAGO IL 60680-2588

SOLD TO ONEIDA TRIBE OF INDIANS
ATTN AP
PO BOX 365
ONEIDA WI 54155-0365
BEW
405316-00

SHIP TO ONEIDA HOUSING AUTHORITY
ATTN D FRZL HILL
2913 COMMISSIONER ST
ONEIDA WI 54155-8948

CUSTOMER ORDER NUMBER	LOC	SLS#	TERM#	SHIP VIA	TERMS	PAGE
GLO-26544-11-PO	409	107	409	OTHER	NET 30 DAYS	1

STOCK NUMBER	QTY SHIPD	QTY BPO	DESCRIPTION	UOM	UNIT PRICE	AMOUNT
** LOCATION: E84 **						
4053161117CRHC03BN44RG	1	0	ARCTIC TRADTNL COAT REGULAR 44	EA	57.50	57.50 N
4053161117CRHC03BN46RG	1	0	ARCTIC TRADTNL COAT	EA	65.63	65.63 N
4053161117CRHC03BN48RG	1	0	ARCTIC TRADTNL COAT	EA	65.63	65.63 N
4053161117CRHC03BN40RG	1	0	ARCTIC TRADTNL COAT REGULAR 40	EA	65.63	65.63 N
4053161117CRHR38BN4432	1	0	ZIP FRONT BIB ZIP HP SIZE 44W X 32I	EA	70.00	70.00 N
Subtotal						324.39

TAX CD: 700734734 TAX DESCRP: WI-BROWN C EXMPT CD: 0 EXMPT/CERT: TRIBAL 1107

Previous Year's Equipment Sale
Visit www.airgas.com/ancsale

TAXABLE AMOUNT

.00

AMOUNT
THIS INVOICE

324.39

Airgas

ORIGINAL INVOICE

AIRGAS NORTH CENTRAL
1310 ONTARIO ROAD
GREEN BAY WI 54311
(920) 465-1700

DATE	ACCT. NO.	INVOICE NUMBER
12/06/10	1FQA2	105576053

105

PLEASE MAKE CHECKS PAYABLE TO
AIRGAS NORTH CENTRAL

AIRGAS NORTH CENTRAL
PO BOX 802588
CHICAGO IL 60680-2588

SOLD TO
ONEIDA TRIBE OF INDIANS
ATTN AP
PO BOX 365
ONEIDA WI 54155-0365

SHIP TO
ONEIDA HOUSING AUTHORITY
ATTN D FRZL HILL
2913 COMMISSIONER ST
ONEIDA WI 54155-8948

BEW
400165-00

CUSTOMER ORDER NUMBER	LOC	SLS#	TERR#	SHIP VIA	TERMS	PAGE
GLO-26544-11-PO	409	107	409	OTHER	NET 30 DAYS	1

STOCK NUMBER	QTY SHIP'D	QTY BO	DESCRIPTION	UOM	UNIT PRICE	AMOUNT
YADIE JORDAN @ 869-6198						
** LOCATION: E84 **						
4001651116CRHR38BN4830	1	0	*CRH R38BN4830 OVERALL BR DUCK QUILT LINED W/BIB &	EA	70.000	70.00 N
4001651116CRHR38BN3230	1	0	*CRH R38BN3230 OVERALL BR DUCK QUILT LINED W/BIB &	EA	70.000	70.00 N
4001651116CRHR38BN4230	1	0	ZIP FRONT BIB ZIP HP W/ZIP TO HIP SIZE 42W X	EA	70.00	70.00 N
4001651116CRHC03BN46TL	1	0	ARCTIC TRADTNL COAT SIZE 46/TALL	EA	71.88	71.88 N
4001651116CRHC03BN40RG	1	0	ARCTIC TRADTNL COAT REGULAR 40	EA	65.63	65.63 N
4001651116CRHR38BN3430	1	0	*CRH R38BN3430 OVERALL BR DUCK QUILT LINED W/BIB &	EA	70.000	70.00 N
4001651116CRHR38BN4032	1	0	ZIP FRONT BIB ZIP HP HIP SIZE 40W X 32I	EA	70.00	70.00 N
4001651116CRHR38BN3830	1	0	ZIP FRONT BIB ZIP HP R38BRN-38WX30L	EA	70.00	70.00 N
4001651116CRHR38BN3832	0	1	ZIP FRONT BIB ZIP HP SIZE 38W X 32I	EA	70.00	.00 N
4001651116CRHR38BN4228	1	0	*ZIP FRONT BIB ZIP HP SIZE 42W X 28I	EA	70.000	70.00 N
4001651116CRHR38BN3828	1	0	*ZIP FRONT BIB ZIP HP SIZE 38W X 28I	EA	70.000	70.00 N
Subtotal						697.51

TAX CD: 700734734 TAX DESCRP: WI-BROWN C EXMPT CD: 0 EXMPT/CERT: TRIBAL 1107

Previous Year's Equipment Sale
Visit www.airgas.com/ancsale

TAXABLE AMOUNT

.00

AMOUNT
DUE THIS MONTH

697.51

L.-3.

Attachment M

Airgas

ORIGINAL INVOICE

AIRGAS NORTH CENTRAL
1310 ONTARIO ROAD
GREEN BAY WI 54311
(920) 465-1700

DATE	ACCT. NO.	INVOICE NUMBER	
01/14/11	1FQA2	105717422	105

PLEASE MAKE CHECKS PAYABLE TO
AND MAIL TO

AIRGAS NORTH CENTRAL
PO BOX 802588
CHICAGO IL 60680-2588

SOLD TO
ONEIDA TRIBE OF INDIANS
ATTN AP
PO BOX 365
ONEIDA WI 54155-0365

SHIP TO
ONEIDA HOUSING AUTHORITY
ATTN D FRZL HILL
2913 COMMISSIONER ST
ONEIDA WI 54155-8948

BEW
549416-01

CUSTOMER ORDER NUMBER	LOC	SLS #	TERM #	SHIP VIA	TERMS	PAGE
GLO-26544-11-PO	409	107	409	PICK UP	NET 30 DAYS	1

STOCK NUMBER	QTY SHIPD	QTY BIC	DESCRIPTION	UOM	UNIT PRICE	AMOUNT
** LOCATION: E84 **						
5494160103CRHC03BK50RG	3	0	ARCTIC TRADTNL COAT	EA	65.63	196.89 N
5494160103CRHC03BK48RG	1	0	ARCTIC TRADTNL COAT	EA	65.63	65.63 N
5494160103CRHC03BK54RG	1	0	ARCTIC TRADTNL COAT	EA	71.88	71.88 N
5494160103CRHC03BK44RG	1	0	ARCTIC TRADTNL COAT	EA	65.63	65.63 N
5494160103CRHR38BK4030	2	0	ZIP FRONT BIB ZIP HP ZIP FRONT & SIDES 40W	EA	70.00	140.00 N
5494160103CRHR38BK3828	2	0	*ZIP FRONT BIB ZIP HP BIB AND ZIPPER TO HIP SZ	EA	70.00	140.00 N
5494160103CRHR38BK3834	2	0	ZIP FRONT BIB ZIP HP ZIP FRONT & SIDES 38W X	EA	70.00	140.00 N
Subtotal						820.03

TAX CD: 700734734 TAX DESCRP: WI-BROWN C EXMPT CD: 0 EXMPT/CERT: TRIBAL 1107

TAXABLE AMOUNT

.00

AMOUNT
DUE ON INVOICE

820.03

M.-1.

Attachment N

STANDARD SERVICES AGREEMENT

This Agreement is entered into by and between the Oneida Tribe of Indians of Wisconsin, whose mailing address is PO Box 365, Oneida, Wisconsin, 54155, hereinafter referred to as "Tribe," and

Name: JEREMY JOURDAN
JJ CONSTRUCTION
Address: 2984 FREEDOM ROAD
ONEIDA WI 54155
Federal ID Number: 00-0000000
Vendor Number: 116714
Service Title EXHAUST FAN INSTALL

hereinafter referred to as "Contractor," who mutually agree as follows:

- 1. Definitions.** All words and phrases contained herein shall have the meaning consistent with standard industry usage, unless otherwise defined in this Agreement.
- 2. Term.** The Term of this Agreement is from the 27th day of December, 2010 to the 30th day of June, 2011 and shall be effective upon the signing of both parties.
- 3. Commencement of Work.** No work may be commenced and no materials may be ordered under this Agreement until all parties have signed this Agreement, all appropriate approvals have been obtained, and a Purchase Order has been issued. Upon the issuance of the Purchase Order, Tribe will issue a Notice to Proceed to Contractor. Upon receiving a Notice to Proceed, Contractor may commence work under this Agreement. If Contractor orders any materials or supplies prior to receiving a Notice to Proceed, Contractor agrees that it is responsible for all costs related to said materials and supplies until all conditions of this Section have been satisfied.
- 4. Compensation and Payment.** The Tribe shall pay Contractor for the delivery of Services under this Agreement the sum set forth in Exhibit A, which is attached hereto and incorporated by reference. The Tribe shall not be responsible for any work performed, or materials and supplies ordered for work under this agreement, until all appropriate approvals have been obtained. Multiple and partial payments shall be provided for in Exhibit A. All amounts payable to Contractor shall be payable within thirty (30) days of the Tribe's receipt of Contractor's invoice, subject, however, to Contractor's complete delivery of Services under this Agreement. The Tribe reserves the right to withhold payment based upon reasonable objection which shall be documented in writing.
- 5. Scope of Work. (see attached)** Contractor shall deliver all Services promptly, or as scheduled, and as economically as possible under this Agreement, which is described in Exhibit A. Delivery of Services shall commence upon issuance of purchase order number. Where Services are delivered under a specified maintenance schedule ("Schedule"), such Schedule shall be set forth in Exhibit A, or shall be attached and incorporated by reference. If a maintenance schedule is specified under this Agreement, the parties may review at appropriate intervals or revise as determined between the parties.

Attachment O

Attachment P

Invoice	Date	Invoice Amount	Actual Amount	Difference	Amount Due		Comment
					OHA	JJC	
1086	12/10/2010	\$5,622.64	\$5,900.80	\$278.16		\$278.16	Adjusted carp. pay rate
1050	9/24/2010	\$3,894.12	\$3,965.36	\$71.24		\$71.24	Adjusted carp. Pay rate
1074	1/3/2011	\$4,274.41	\$4,068.96	-\$205.45	\$205.45		Numbers did not add up
1109	3/11/2011	\$4,762.75	\$4,354.40	-\$408.35	\$408.35		Numbers did not add up
1106	3/7/2011	\$4,762.75	\$4,354.40	-\$408.35	\$408.35		Numbers did not add up
1098	2/18/2011	\$4,762.75	\$4,354.40	-\$408.35	\$408.35		Numbers did not add up
1095	2/11/2011	\$4,762.75	\$4,354.40	-\$408.35	\$408.35		Numbers did not add up
1089	1/28/2011	\$4,762.75	\$4,354.40	-\$408.35	\$408.35		Numbers did not add up
1084	1/24/2011	\$4,535.96	\$4,354.40	-\$181.56	\$181.56		Numbers did not add up
1092	2/5/2011	\$4,762.75	\$4,354.40	-\$408.35	\$408.35		Numbers did not add up
1001	2/27/2011	\$4,762.75	\$4,354.40	-\$408.35	\$408.35		Numbers did not add up
1063	11/12/2010	\$5,622.64	\$5,900.80	\$278.16		\$278.16	Adjusted carp. Pay rate
1057	10/18/2010	\$4,195.44	\$4,354.40	\$158.96		\$158.96	Adjusted carp. Pay rate
1048	9/17/2010	\$3,131.92	\$3,211.92	\$80.00		\$80.00	Adjusted carp. Pay rate
1047	9/10/2010	\$2,368.81	\$2,439.31	\$70.50		\$70.50	Adjusted car. Pay rate
1062	11/12/2010	\$5,491.84	\$5,650.80	\$158.96		\$158.96	Adjusted car. Pay rate
1071	12/24/2010	\$5,404.08	\$5,563.04	\$158.96		\$158.96	Adjusted car. Pay rate
1065	12/3/2010	\$5,006.08	\$6,297.70	\$1,291.62		\$1,291.62	Adjusted pay rates
1087	1/24/2011	\$528.48	\$600.00	\$71.52		\$71.52	Adjusted pay rates
1082	1/14/2011	\$704.64	\$800.00	\$95.36		\$95.36	Adjusted pay rates
1094	2/7/2011	\$528.48	\$600.00	\$71.52		\$71.52	Adjusted pay rates
1059	10/29/2010	\$5,611.44	\$5,889.60	\$278.16		\$278.16	Adjusted pay rates
1069	12/20/2010	\$5,337.20	\$5,496.16	\$158.96		\$158.96	Adjusted pay rates
1090	1/28/2011	\$1,443.30	\$880.80	-\$562.50	\$562.52		No foreman hrs in bathroom contract
1078	1/7/2011	\$1,090.98	\$528.48	-\$562.50	\$562.52		No foreman hrs in bathroom contract, adjust pay rate
1070	12/20/2010	\$511.60	\$220.20	-\$291.40	\$291.40		No foreman hrs in bathroom contract, adjust pay rate
1073	12/24/2010	\$408.28	\$176.16	-\$233.12	\$233.12		No foreman hrs in bathroom contract, adjust pay rate
					\$4,895.02	\$3,222.08	
					\$4,895.02 - \$3,222.08 = \$1,672.94		
					OHA over paid JJC \$1,672.94		

From: Whitney Wheelock
To: Tami Hill; thill16@new.rr.com
CC: Dale Hill
Date: 6/8/2011 10:44 AM
Subject: Manpower Reports
Attachments: doc20110608103156.pdf

Good Morning,

Attached please find the Certified Manpower Reports you requested. If you should have any further questions please feel free to give me a call.

Thanks,

Whitney A. Wheelock
Administrative Assistant II -Project Mgmt
Oneida Housing Authority
Office: (920)-869-6177
Work Cell: (920)-713-8082
Fax: (920)-869-2836
wwheeloc@oneidanation.org

VA-1



SPECIAL SERVICES CUSTOMER INVOICE

Store 4920 W GREEN BAY
810 S TAYLOR ST
GREEN BAY, WI 54303

Phone: (920) 405-0893
Salesperson: MICKOTN
Reviewer:

COPY

Page 1 of 1

No. 4920-235941

ENTERED

REPRINT

No Packing Slip
Material Picked up in Person
& Accounted For.

2011-04-20 10:45

Name ONEIDA HOUSING AUTHORITY		Home Phone (920) 496-7410	
Address 2913 COMMISSIONER STREET		Work Phone (920) 405-5604	
City ONEIDA		Company Name ONEIDA TRIBE OF INDIANS OF WISCONSIN	
State WI		Job Description ENCLOSURE TRAILER	
Zip 54155		County BROWN	

CUSTOMER PICKUP #1		MERCHANDISE AND SERVICE SUMMARY		We reserve the right to limit the quantities of merchandise sold to customers							
REF # W03		SKU # 515-864		Customer Pickup / Will Call							
STOCK MERCHANDISE TO BE PICKED UP:											
REF #	SKU	QTY	UM	DESCRIPTION	TAX PRICE EACH EXTENSION						
R01	720-003	1.00	EA	6X10 ENCLOSED CARGO TRAILER WORKSPRT /	\$2,264.21 \$2,264.21						
SCHEDULED PICKUP DATE: 04/28/2011					END OF CUSTOMER PICKUP - REF #W03						
TOTAL CHARGES OF ALL MERCHANDISE & SERVICES											
PAYMENT TERMS: PENNY WILL COLLECT				<table border="1"> <tr> <td>ORDER TOTAL</td> <td>\$2,264.21</td> </tr> <tr> <td>SALES TAX</td> <td>\$0.00</td> </tr> <tr> <td>TOTAL</td> <td>\$2,264.21</td> </tr> </table>		ORDER TOTAL	\$2,264.21	SALES TAX	\$0.00	TOTAL	\$2,264.21
ORDER TOTAL	\$2,264.21										
SALES TAX	\$0.00										
TOTAL	\$2,264.21										
END OF ORDER No. 4920-235941											

WILL CALL MERCHANDISE PICKUP
Will-Call items will be held in the store for 7 days only.
Check your current order status online at
www.kordepot.com/orderstatus

FOR WILL CALL
MERCHANDISE PICK-UP
PROCEED TO WILL CALL OR
SERVICE DESK AREA
(Pro Customers, Proceed To The Pro Desk)
Indicates Item markdown
Customer Copy

Page 1 of 1 No. 4920-235941

YR-1

From: Patrick Stensloff
To: Wheelock, Whitney
Date: 5/25/2011 3:47 PM
Subject: GLO-32072-11-PO
Attachments: 20110525161705960.pdf

Please see the attached. The systems shows this was paid.

>>> <admicoh4@oneidation.org> 5/25/2011 3:17 PM >>>
This E-mail was sent from "RNPC038D4" (MP 5500/LD255).

Scan Date: 05.25.2011 16:17:05 (-0400)
Queries to: admicoh4@oneidation.org

Yr -1.



ONEIDA TRIBE OF INDIANS OF WISCONSIN
PURCHASE ORDER

PurchaseOrder: GLO-33390-11-PO



PaymentTerms: NET DUE IN 30 DAYS

FOB: DESTINATION

Ship via: BEST WAY

FreightTerms:

IssueDate: 5/26/2011Print Number: 001

Confirmedto:

Vendor:

KINGSBURYUNIFORMSINC
19401S VERMONTAVE STE I104
TORRANCE,CA 90502-4445

Shipto:

ONEIDAHOUSINGAUTHORITY
2913 CommissionerStreet
Oneida,WI 54155

Send Invoiceto:

ONEIDATRIBE OF INDIANSOF
WISCONSIN
ATTN: ACCOUNTS PAYABLE
PO BOX 365
ONEIDA,WI 54155

PO NUMBERSARE REQUIREDON ALLSHIPPINGDOCUMENTS& INVOICES
HAND WRITTENOR ORALADDITIONSOR CHANGESTO THISPURCHASEORDER ARE NOT VALID.

Line	ItemCode VendorItem Number	Description	Ord Quantity Unit Cost	UOM	Extended Cost
1	OG101	CALIBER2.0 POLO SIZE LARGE Need Date: 5/31/2011 Contact:WHITNEYWHEELLOCK	3.0000 22.390000	EA	67.17

Tax .00
Total 67.17

N Acceptance is subject to the TERMS AND CONDITIONS STATED ON
O THE FACE AND REVERSE SIDE of this original which seller agrees shall
T constitute the final and complete agreement between Purchaser and
I Seller. Any modification or rescission of this agreement shall be ineffective
C unless in writing and signed by both Purchaser and Seller.
E

AUTHORIZEDSIGNATURE

DATE

VENDOR COPY

Y.D.-1.

From: Dale Hill
To: Whitney Wheelock
Date: 6/16/2011 2:45 PM
Subject: who you are makes a difference

Frissell Hill
Project Manager-OHA
Office: 920.869.6176
Fax: 920.869.2836
Cell: 920.327.2312

A.C. - 1.