

MINUTES
REGULAR MEETING
November 12, 2019
CHEROKEE NATION ELECTION COMMISSION

Call to order/Roll call of Commissioners:

The meeting of the Cherokee Nation Election Commission was called to order by Chairperson Shawna Calico at 4:00 p.m.

Chairperson Shawna Calico asked if the commission would allow Pamela Sellers to attend by phone as she was at the hospital with a family member. Rick Doherty made a motion which was seconded by Randy Campbell for approval for Pamela Sellers to attend by phone. The motion was approved by all commissioners.

Commissioner Carolyn Allen called roll and a quorum was established with the following commissioners present:

Shawna Calico- Chairperson
Pamela Sellers- Vice-Chairman – attending by phone
Carolyn Allen- Secretary/Treasurer
Rick Doherty- Commissioner
Randy Campbell- Commissioner

Office staff present were Marcus Fears and Connie Parnell.

Attorney Harvey Chaffin was present.

Guests present were Paiten Qualls and Chad Hunter

Approval of Minutes:

Chairperson Shawna Calico asked for approval and/or discussion of the minutes of the October 8, 2019 regular meeting. Rick Doherty made a motion which was seconded by Randy Campbell to approve the minutes. The motion was approved by all commissioners.

Administrator's Report:

Marcus Fears gave the Administrator's Report which included updates on voter registration statistics, voter outreaches attended and upcoming community meetings. Discussion was held regarding contacts made by Councilman Joe Deere regarding request for changing a precinct within his district. The policy committee will meet with Joe Deere to listen to his request and will report to the commission information from this visit with Councilman Deere. Discussion was held on updates to files in the vault regarding the scanning of all documents in each file. All four staff members will be assigned the same or comparable number of files and Marcus will give updates each month of progress on this process. A motion was made by Rick Doherty and seconded by Randy Campbell to approve the Administrator's Report. The motion was approved by all commissioners.

Election Director's Report:

Connie Parnell gave the Election Director's Report which included progress on the updates to Chronicle, the voter database as well as items to consider for shredding per Election Law timeframes. A report was given on cleaning up the voter database with citizens who have bad addresses. Rick Doherty made a motion which was seconded by Randy Campbell to approve the Election Director's Report. The motion was approved by all commissioners.

Attorney's Report:

Attorney Harvey Chaffin reported that he had filed a Response to Request for Document Production in the Wilson Case No. SC-2019-12. A motion was made by Rick Doherty and seconded by Randy Campbell to approve the Attorney's Report.

Old Business:

There were no items under old business.

Current Items:

- a.) Consideration and possible action on the renewal of the contract for CNEC Attorney Harvey Chaffin:

Upon review of the contract, Rick Doherty made a motion which was seconded by Carolyn Allen to approve the **contract presented for Attorney Harvey Chaffin for FY 20**. The motion was approved by all commissioners. (**Attachment #1**)

- b.) Consideration and possible action on items for Vital Records Control (formerly Green Country Shredding) pursuant to LA 12-16 and CNEC Rules and Regulations:

Marcus Fears and Connie Parnell presented items for consideration that met the Election Code timeframes for disposal of election documents. It was discussed that the Election Code specifies what documents may be disposed of after a certain period of time. The policy committee met to review the documents to be presented for shredding. Each commissioner had the opportunity to meet with staff to review documents to be presented for shredding. Upon discussion, Rick Doherty made a motion which was seconded by Randy Campbell to approve the **items listed as presented for shredding** according to Election Code and CNEC Rules and Regulations. The motion was approved by all commissioners and Marcus Fears will contact the shredding company for a date and time to schedule the company to come to the CNEC office. (**Attachment #2**)

- c.) Consideration and possible action on items to surplus:

Marcus Fears and Connie Parnell presented a list of items to be presented for surplus. The policy committee met to review the list to be presented to the commission. Each commissioner had the opportunity prior to the meeting to view the **list of items to be presented for surplus**. Carolyn Allen made a motion which was seconded by Randy Campbell to approve the list presented for surplus. The motion was approved by all commissioners. (**Attachment #3**)

Executive Session:

Randy Campbell made a motion which was seconded by Rick Doherty to enter executive session at 5:23 p.m. The motion was approved by all commissioners.

- a.) Confidential discussion with attorney on pending litigation, claims, investigations or protest:
No matters to be discussed on this item.
- b.) Personnel
 1. Consideration and possible action on the Performance Evaluation of the Election Director
 2. Consideration and possible action on the Performance Evaluation of the Administrator
 3. Staff Performance Evaluation
- c.) Exit Executive Session

Rick Doherty made a motion which was seconded by Carolyn Allen to exit executive session at 7:09 p.m.

Action from Executive Session:

A motion was made by Rick Doherty and seconded by Randy Campbell to approve the performance evaluation for the Election Director. The motion was approved by all commissioners.

A motion was made by Rick Doherty and seconded by Randy Campbell to approve the performance evaluation for the Administrator. The motion was approved by all commissioners.

A motion was made by Rick Doherty and seconded by Randy Campbell to approve the performance evaluation for staff member. The motion was approved by all commissioners.

Announcements:

Announcement was made that the office will be in attendance at the community meeting for Districts 7 and 8 on November 14.

Adjourn:

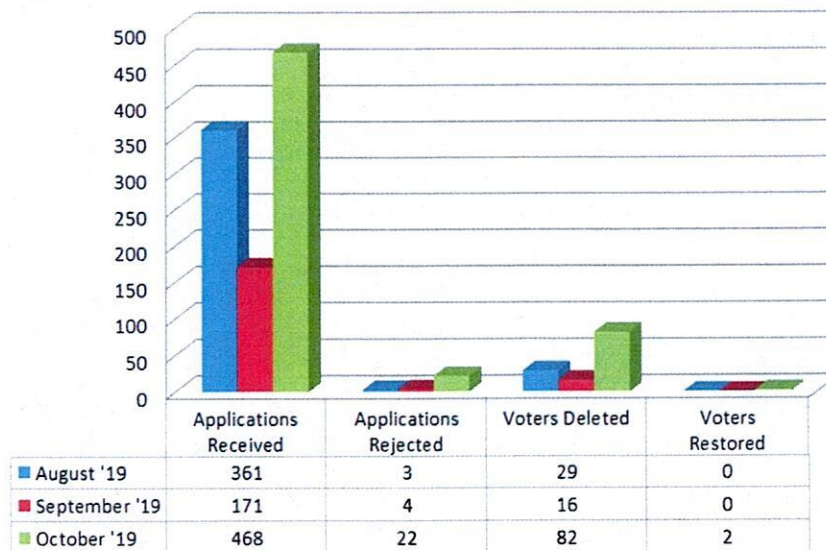
Rick Doherty made a motion to adjourn at 7:12 p.m.

**I. OFFICE:**

I reported in person at Rules on the 31st. To catch anyone up that might not be aware, the council attorney never received the revisions I emailed on September 25th. That day I made sure he had a hard copy and an emailed copy of the revisions that went out in that email. The council's first committee meeting over election reform was supposed to be today. Harvey and I also ran into Chrissi Nimmo from the AG's office and she mentioned them having some extensive recommendations as well. Lastly, immediately after Rules, Councilor Joe Deere requested that the EC look into moving a Precinct to the Owasso area. I advised him to email the Commission so we could look in to it. He also said he would be available for a phone conference to discuss his ideas. I have provided a couple emails in my report as a reminder.

II. VOTER PROCESSING: As of 11/04/2019

468 Applications; 74,847 Total Registered Voters; 42,744 In District; 32,103 At-Large

Voter Registration Statistics**A. Statistical Report:**

*Detailed Data by District and Precinct is attached

III. VOTER OUTREACH:

- September Outreach:
 - September 5 – Claremore – 5 registrations
 - September 19 – South Coffeyville – 4 registrations
 - September 19 – Jay – 1 registration
 - September 24 – Tahlequah Elder's Summit – 7 registrations
 - September 25 – Claremore Elder's Summit – 15 registrations



CHEROKEE NATION ELECTION COMMISSION

Ph: 918-458-5899 | TF: 800.353.2895 | F: 918.458.6101

November 12, 2019 Administrators Report

Marcus Fears Administrator
fears-marcus@cherokee.org

- October Outreach:
 - October 7 – District 4, Muskogee – 11 registrations
 - October 22 – College & Career Night – 5 registrations
 - October 29 – District 13 – 16 registrations
- November Outreach:
 - November 7 – Districts 5 & 6 – 3 registrations
 - November 14 – Districts 7 & 8, Stilwell
 - November 19 – District 3, Dry Creek
- December Outreach:
 - December 3 – District 1, Hulbert
 - December 5 – District 1, Okay
 - December 9 – District 6, Belfonte
 - December 10 – District 11, Vinita (Reg Meeting day)

IV. FINANCIAL HIGHLIGHTS:

FY19 closed on target; FY20 is on target.

Marcus Fears

From: Marcus Fears
Sent: Friday, November 01, 2019 3:29 PM
To: Harvey Chaffin; Election Commission
Subject: Fwd: <EXTERNAL> Suggestion

I am forwarding this from Joe Deere. He approached me yesterday after Rules with this and I told him to send his request the elections commission, it just came to me instead.

Sent from my iPhone

Begin forwarded message:

From: joe deere <joedeereconsulting@gmail.com>
Date: November 1, 2019 at 1:24:09 PM CDT
To: marcus-fears@cherokee.org
Subject: <EXTERNAL> Suggestion

Can we have a precinct in Owasso instead if collinsville because it is confusing for the border between District 13 and District 14

Thanks
Joe Deere

Sent from my iPhone

Marcus Fears

From: Marcus Fears
Sent: Tuesday, November 05, 2019 3:54 PM
To: Election_Commission-Personnel; Chaffin, Harvey
Subject: FW: <EXTERNAL> Suggestion

Mr. Deere called today just to make sure we received his email. I assured him I did and passed it along to the commissioners. He said he would even be available for a phone conference at some point just to share his thoughts on his reasoning behind wanting to move a precinct.

Just wanted to pass this information along.

Thank you,

Marcus Fears
Cherokee Nation Election Commission
Administrator
P: 918-458-5899 E: marcus-fears@cherokee.org
A: PO Box 1188, Tahlequah, OK 74465-1188

-----Original Message-----

From: joe deere [<mailto:joeedeereconsulting@gmail.com>]
Sent: Friday, November 01, 2019 1:24 PM
To: Marcus Fears
Subject: <EXTERNAL> Suggestion

Can we have a precinct in Owasso instead if collinsville because it is confusing for the border between District 13 and District 14

Thanks
Joe Deere

Sent from my iPhone

Cherokee Nation Election Commission

P.O. Box 1188, Tahlequah, OK 74465-1188

Email: election-commission@cherokee.org

Website: www.cherokee.org/elections.aspx



Phone: 918-458-5899

Toll Free: 1-800-353-2895

Fax: 918-458-6101

October 2019 Directors report

This month has been working on the report of the unassigned voters list. This report is all the voters with old addresses or street segments that have not been added to the street guide. This report will be very helpful in reaching out to the voters that need updated addresses. With the work on these voter I have found several that are deceased both in tribal but not taken out of our system, or deceased but not taken out of Citizenship records. With this we are reaching out to Citizenship to get our records cleaned up with the help of Tribal Citizenship.

John Rose from Maxim called and we talked about our database and how all the deleted voters that have been deleted from the active registrations are still on our hard drive from 2012 when this data base was created. All the deleted voters' information is still on the database taking up space on the server. That being said we need to be able to remove the old information that has passed the two year requirement of retention. Currently we destroy the hard copies after two years but do not remove the information from the server hard drive and have not since its inception 2012. And some of the information is from before that also. We currently have a lot of voters in the voter registration that are deceased and still an active voter. As I went through the unassigned voter list I discovered several voters that were deceased and after using Find a Grave found most of the obituaries to send to Citizenship and get them off the rolls and off of our Chronicle System, but they will remain on the system for two years after their deleted status. We are finding about 100 a month with what I am doing and what Charlene is doing by scanning in documents that are not scanned in to the voter's files. John with Maxim said that if we do not remove the old deleted files from the server that we will have to replace the server with a larger memory the other things that need to be deleted off the server are the old Absentee copies of applications, we destroy them after two years so we need to remove them off of the server also they are just taking up a lot of space. Some reports that would help us to identify these voters are necessary to look for more deceased voters to assist in removing the deceased from our active voter lists. We need to be proactive in cleaning up our voter lists for the future elections and the redistricting process which will be here soon.

CHEROKEE NATION ELECTION COMMISSION
ATTORNEY AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2019, by and between the Cherokee Nation Election Commission, P.O. Box 1188, Tahlequah, Oklahoma 74465 (hereinafter referred to as the "ELECTION COMMISSION"), and Harvey L. Chaffin, 215 West Shawnee, Tahlequah, Oklahoma 74464, Social Security Number ***-**-9883 (hereinafter referred to as the "ATTORNEY").

WHEREAS, the ELECTION COMMISSION is an autonomous and permanent entity charged with the administration of all Cherokee Nation elections and in accordance with election laws as authorized by Legislative Act #06-10 to have the sole responsibility and explicit authority for the conduct of all Cherokee Nation elections and engage in any other activities for the performance of its responsibilities as authorized under said Act.

WHEREAS, the ELECTION COMMISSION wishes to enter into an Agreement with the ATTORNEY to assist the ELECTION COMMISSION in matters pertaining to the Cherokee Nation elections, and

WHEREAS, the ATTORNEY hereby agrees to devote his full professional abilities to his obligations under this Agreement, with services rendered by partners, associate lawyers, of-counsel lawyers, law clerks, or paralegals employed by the ATTORNEY in carrying out the obligations under this Agreement to constitute services of the ATTORNEY, and

WHEREAS, the ATTORNEY hereby affirms he is an independent contractor in accordance with the laws of the Cherokee Nation, State of Oklahoma and the Internal Revenue Service Code, and further maintains he is qualified, willing, and able to perform the services herein described,

NOW THEREFORE, and in consideration of the mutual covenants, promises, agreements, understandings, and conditions herein contained, the parties hereto mutually promise to the other, agree, and understand as follows, to wit:

TERM: The term of this Agreement shall be October 1, 2019, through September 30, 2020, unless canceled or extended in writing by both parties hereto.

NOTICES: All notices required hereunder shall be sent via U.S. Mail, postage paid as follows:

| | |
|--------------------------------|---|
| To the ELECTION COMMISSION: | Cherokee Nation Election Commission Attention: Marcus Fears, Administrator P.O. Box 1188 Tahlequah, OK 74465 |
|--------------------------------|---|

| | |
|------------------|--|
| To the ATTORNEY: | Harvey L. Chaffin 215 W. Shawnee Tahlequah, OK 74464 |
|------------------|--|

PERFORMANCE REQUIREMENTS OF THE ATTORNEY:

The ATTORNEY shall advise, assist and represent the ELECTION COMMISSION in matters pertaining to the Cherokee Nation elections and duties required of the Election Commission. In the performance of his duties hereunder, the ATTORNEY shall operate under the supervision of the ELECTION COMMISSION. The ATTORNEY shall provide a statement of daily services and original invoice to the ELECTION COMMISSION on a monthly basis. The ATTORNEY agrees to furnish the ELECTION COMMISSION with the names of all partners and other attorneys and to advise the ELECTION COMMISSION of any changes in such attorneys.

PERFORMANCE REQUIREMENTS OF THE ELECTION COMMISSION:

The ELECTION COMMISSION shall provide the ATTORNEY with all necessary information to perform its obligations under the terms of the Agreement.

ASSIGNMENT OR NON-ASSIGNMENT PROVISION:

The ELECTION COMMISSION and the ATTORNEY hereby agree the services specified in this Agreement may not be delegated or assigned without the prior written approval of the ELECTION COMMISSION.

TERMINATION OR CANCELLATION:

This Agreement may be terminated by either party upon thirty (30) days written notice by certified letter, or upon receipt and approval of the ATTORNEY'S final statement for services rendered. In the event this Agreement is terminated or canceled by either party, the ELECTION COMMISSION shall compensate the ATTORNEY only for services provided up to the date of the ATTORNEY'S receipt of the notice of termination or cancellation. Any modifications to this Agreement must be mutually agreed to in writing and in compliance with the Cherokee Nation's Procurement and Contract Management Policies and Procedures.

STATUS OF THE PARTIES:

The parties hereto stipulate and agree the ATTORNEY is an independent contractor, and the ELECTION COMMISSION is interested only in the results of the ATTORNEY'S services and shall not control the means and methods by which the ATTORNEY'S services are rendered. The ATTORNEY is not eligible for Federal, Social Security, State Workers' Compensation, or Unemployment Insurance Benefits from the ELECTION COMMISSION by virtue of payment received and shall be responsible for all Federal and State taxes related to payments received from the ELECTION COMMISSION under the terms of this Agreement.

CONFIDENTIALITY:

It is understood that any information submitted by the ELECTION COMMISSION to the ATTORNEY in respect of the work hereunder embodies proprietary information and shall be retained by the ATTORNEY on a confidential basis. The ATTORNEY agrees not to use in any unauthorized manner or communicate to others any such confidential information without the prior written consent of the ELECTION COMMISSION and will undertake such measures as are necessary to require its employees, representatives, and/or subcontractors to maintain the confidentiality of such items.

MARKETING/MEDIA/PROHIBITION:

ATTORNEY acknowledges that he is prohibited from referencing, directly or indirectly, the Cherokee Nation or any entity thereof, in any solicitation, marketing material, advertisement, news, release or other release to any publication without the express written permission of the Cherokee Nation. The ATTORNEY'S confidentiality obligations set forth in this section continue after the termination or expiration of this Agreement.

CONFLICT OF INTEREST:

The ELECTION COMMISSION acknowledges and agrees to the ATTORNEY'S Conflicts of Interest policy. It is the ATTORNEY'S ethical obligation to advise the ELECTION COMMISSION in the event the ATTORNEY becomes involved in an engagement which is directly adverse to the ELECTION COMMISSION. The ATTORNEY has conducted an internal review and hereby confirms that it presently has no such engagement. The ATTORNEY agrees he shall make every effort to identify and resolve all conflict situations of which he becomes aware and shall establish appropriate mechanisms to safeguard the interests of the ELECTION COMMISSION. It is possible that during the time the ATTORNEY represents the ELECTION COMMISSION, some of the ATTORNEY'S present or future clients will have disputes or transactions with the ELECTION COMMISSION.

ASSURANCE OF GOOD PROFESSIONAL STANDING: PROFESSIONAL LIABILITY INSURANCE:

The ATTORNEY stipulates that all his members and associates are fully licensed and in good standing with the Bar of the Cherokee Nation and the Bar of the State of Oklahoma, that no disciplinary proceedings have been instituted against them by any bar association of any jurisdiction of the United States or its territories which are pending and/or unresolved and they have not been disbarred or suspended from the practice of law in any jurisdiction in the United States or its territories. The ATTORNEY represents his members are presently covered by, and will continue to maintain professional liability insurance with a limit of at least \$100,000.00.

CONSIDERATION OR COMPENSATION:

In consideration for services provided, the ELECTION COMMISSION shall compensate the ATTORNEY at the following rate:

At the maximum rate of One Hundred Fifty Dollars (\$150.00) per hour for senior attorney; and, the maximum rate of One Hundred Twenty-five Dollars (\$125.00) per hour for associate attorney, not to exceed Twenty-four Thousand Dollars (\$24,000.00).

All necessary and reasonable expenses, including but not limited to, travel expenses (i.e., airfare, lodging, car rentals), long distance telephone charges, faxes, overnight courier services, postage, notary fees, filing fees, taxi fares, court reporters, transcripts, and costs for printing or reproducing documents, incurred by the ATTORNEY shall be reimbursed in an amount not to exceed Twenty-four Thousand Dollars (\$24,000.00) in connection with services rendered in matters pertaining to the Cherokee Nation's ELECTION COMMISSION, without the prior written consent of the ELECTION COMMISSION. The ATTORNEY shall submit original monthly invoices to the attention of Connie Parnell, Election Commission Director, P.O. Box 1188, Tahlequah, Oklahoma 74465. The ATTORNEY'S invoices shall include a description of the services provided, number of hours, date(s), and amounts, and shall also include an itemization of all reimbursable expenses incurred or advanced. The ELECTION COMMISSION shall process payment within thirty (30) days of receipt of the ATTORNEY'S invoices. Fees and expenses incurred under this Agreement shall not exceed Twenty-four Thousand Dollars (\$24,000.00), without the prior written consent of the Cherokee Nation Attorney General or authorized designee.

CONFLICT OF LAW:

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the United States and where applicable, the laws of the Cherokee Nation. If it should appear that any of the Agreement terms are in conflict with any rule of law or statutory provision of the United States, or where applicable, with any rule of law or statutory provision of the Cherokee Nation, such conflict shall be deemed inoperative and null and void insofar as it may be in conflict with such law, and shall be deemed modified to conform to such rule of law.

GOVERNING LAWS:

This Agreement contains the complete expression of the parties' agreement with respect to the subject matter hereof, and shall bind the parties, their successors and assigns. This Agreement shall supersede any and all written or oral statements, agreements, and/or representations of the parties made prior to or contemporaneously with the execution hereof. The parties agree their respective performances hereunder shall be governed by an obligation of good faith.

INTEGRATION AND WAIVER:

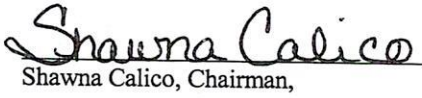
This Agreement contains the entire agreement between the parties. There are no previous or contemporaneous understandings, representations, or warranties not set forth herein. No subsequent amendment or modification of this Agreement shall be of any force or effect unless in writing and signed by the parties to be bound thereby. No provision of this Agreement shall be considered waived by the ELECTION COMMISSION unless such waiver is in writing and signed by the ELECTION COMMISSION. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the provisions of this Agreement unless expressly stipulated in such waiver. The parties further state to the best of their knowledge, no employee of the ELECTION COMMISSION who exercises any functions or responsibilities in connection with the performance of the duties under this Agreement has any personal interest, direct or indirect, in this Agreement.

ATTORNEY:


Harvey L. Chaffin

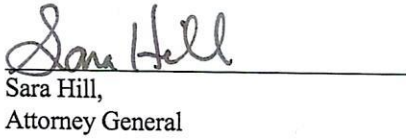
11-12-19
Date

CHEROKEE NATION ELECTION COMMISSION:


Shawna Calico, Chairman,

11-12-19
Date

OFFICE OF THE ATTORNEY GENERAL:


Sara Hill,
Attorney General

12/6/19
Date

Marcus List of Shred

- 1 tub of recycle-items that would normally have been shredded during a non-election year.
- 1 tub-extra copies of Walkingstick and Fishinghawk hearing materials
- Registration Deceased Audit January 2015
- 2016 Deceased Records
- 2012-2014 Front Desk sign-in sheets, Vault sign-in sheets, VR lists from Gov't Relations

Cherokee Nation Election Commission

P.O. Box 1188, Tahlequah, OK 74465-1188

Email: election-commission@cherokee.org

Website: www.cherokee.org/elections.aspx



Phone: 918-458-5899

Toll Free: 1-800-353-2895

Fax: 918-458-6101

Documents to be considered for recycle:

2 Boxes of Charlene front desk copies (document copies with voter information on them)

1 box from Connie's desk (documents that have information that need to be protected, old forms that will have to be changed before the next election)

Master lists from 2019 Jan 1 and June 1, (one copy of each is retained as permanent record) stored in the vault as perm record, or until the Commission approves its destruction)

2 bags of shred from 2017 (When Brook the past administrator was leaving she shredded time records of the past staff that left about the same time)

Old forms from elections supplies that will be changed with the new act information

Watcher forms with the reference of the new act and change recommendations from the Commission and the Council Number of watchers and their instructions of the duties during absentee verification and early voting

Challenged ballot information sheet with the new act reference

2017 election ballots both used and unused AB ballots and all envelopes Challenged ballots counted and not counted. Only the documents of the election used forms, check lists, and any other documents that can be destroyed per the permission of the Commission.

NA ~~2019 election ballots unused (30-day retention)~~

TWO YEARS

- Budgets
- Purchase orders (except purchasing department copy which should be retained for 7 years)

THREE YEARS

- Accounting trial balances and internal audit reports
- Bank deposit slips, reconciliation's, statements
- Daily sales records
- Employment applications of applicants that were not hired
- Entertainment records
- Expired insurance policies (except for environmental or other insurance coverage which may provide coverage for claims discovered at some time in the future should be retained permanently)
- General correspondence
- Personnel files on former employees
- Petty cash vouchers

FOUR YEARS

- Credit memos
- Financial statements
- Freight bills

SIX YEARS

- Mortgages/note agreements (after termination, expiration, disposal)
- Fire inspection reports
- Group disability reports
- Safety records

SEVEN YEARS

- Accident report claims-settled cases
- Accounts payable ledgers
- Account receivable ledgers
- Automobile expense logs
- Bank debt deduction

- Bills of lading
- Business facility cost records
- Cancelled checks
- Cash books
- Commission records
- Contracts and leases that expired seven years previous
- Employee disability benefit records
- Employee personnel records should be retained at least 7 years after terminating employment
- Employee time cards/daily time reports
- Employment tax reports/returns
- Expense reports/employee expense reports
- Inventory records
- Invoices to customers and from vendors
- Invoices-sales/cash receipts, merchandise purchase
- Invoices-purchases (permanent assets)
- Payroll records and summaries, including payments to pensioners, W-2, W-4, annual earnings records, journals
- Personal property tax returns
- Purchase/sales orders
- Sales tax, state and local business tax returns
- Settled insurance claims
- Worthless securities

Disclaimer Notice: The preceding information is only a recommendation and is taken from various sources that recommend the length of time to keep various records. This is not an all inclusive list as there are many other types of records that you are required to retain for specific purposes. In many cases, there are no laws requiring how long to keep specific records. The reader is advised to use his/her best judgment as to how long to keep various records as the reader may become liable for taxes or other costs if necessary records are not available. The reader must only use the following as a point of information in making his/her decision. The reader is advised to consult with his/her accountant and/or attorney for further information or advice regarding document retention.

Federal Record Retention Requirements and Relevant Laws by Number of Employees

This chart identifies federal requirements for record-keeping and retention of employee files and other employment-related records. Some of the requirements apply to most or all employers while others apply to government contractors and subcontractors. Employers should review the laws to determine specific coverage and responsibilities. Individual states may have additional obligations not mentioned in this chart; therefore, employers should review state employment laws for additional record-keeping and retention requirements.

| Type of Record | Retention Period | Relevant Law(s) |
|--|--|--|
| <p>Selection, hiring and employment records:</p> <ul style="list-style-type: none"> • Job applications • Resumes • Job ads • Screening tools/tests • Interview notes and other records related to hire/no-hire decisions <p>Records related to:</p> <ul style="list-style-type: none"> • Promotion • Demotions • Transfers • Performance appraisals • Terminations • Reasonable accommodations and/or requests • Training records • Incentive plans • Merit systems • Seniority systems <p>Copy of EEO-1 survey and self-identification forms if applicable.</p> | <p>1 year after creation of the document or the hire/no-hire decision, whichever is later. Employers must keep the terminated employee's employment records for one year from the date of the termination.</p> <p>2 years after creation of the document or the hire/no-hire decision for qualified federal contractors. If, however, the contractor has fewer than 150 employees or does not have a government contract of at least \$150,000, the minimum record retention period is 1 year.</p> | <p>Civil Rights Act of 1964 (Title VII) * Applies to employers with 15 or more employees.</p> <p>Americans with Disabilities Act (ADA) *Applies to employers with 15 or more employees.</p> <p>Age Discrimination in Employment Act (ADEA) * Applies to employers with 20 or more employees.</p> <p>Section 503 of the Rehabilitation Act Executive Order 11246 Vietnam Era Veterans Readjustment Assistance Act (VEVRAA) * All of the above apply to federal contractors with 50 or more employees.</p> |

| | | |
|--|--|---|
| <p>Affirmative action plan (AAP) records (federal contractors)</p> <p>AAP records including those related to:</p> <ul style="list-style-type: none"> • Workforce analysis • Job group analysis • Availability analysis • Placement goals • Internal audit and reporting systems <p>Copy of EEO-1 survey and self-identification forms if applicable.</p> | <p>2 years. A contractor must maintain a copy of its AAP and all documentation of good-faith efforts for the current and preceding year.</p> | <p>Section 503 of the Rehabilitation Act of 1973 Executive Order 11246 * Both apply to federal contractors with 50 or more employees.</p> |
| <p>AAP records including those related to:</p> <ul style="list-style-type: none"> • External dissemination of policy, outreach, and positive recruitment activities • Audit and reporting system • Data collection analysis • Benchmarks for hiring | <p>3 years</p> | <p>Vietnam Era Veterans Readjustment Assistance Act (VEVRAA) Section 503 of the Rehabilitation Act of 1973 * All of the above apply to federal contractors with 50 or more employees.</p> |
| <p>Payroll records, time sheets/cards</p> <p>Basic employee data:</p> <ul style="list-style-type: none"> • Name • Address • Social Security number • Gender • Date of birth • Occupation • Job classification | <p>3 years</p> | <p>Fair Labor Standards Act (FLSA) * Applies to <u>all</u> employers. Service Contract Act Davis-Bacon Act Walsh-Healey Act * All of the above apply to <u>all</u> federal contractors regardless of size. Age Discrimination in Employment Act (ADEA) * Applies to employers with 20 or more employees. Family Medical Leave Act (FMLA) * Applies to employers with 50 or more employees.</p> |

| | | |
|---|---|--|
| <p>Compensation records:</p> <ul style="list-style-type: none"> • Amounts and dates of actual payment. • Time and day of week when employee's workweek begins. • Total hours worked each day and workweek. • Basis and rate at which wages are paid. • Straight time and overtime hours/pay. All additions to or deductions from the employee's wages. • Total wages paid each pay period. • Records explaining any sex-based pay differences. • Annuity and pension payments. • Fringe benefits paid. • Date of payment and the pay period covered by the payment. | <p>There are no retention requirements under Lilly Ledbetter; however, it is recommended that employers retain records for the length of employment, plus an additional 5 years or indefinitely.</p> | <p>Lilly Ledbetter Fair Pay Act * Applies to <u>all</u> employers regardless of size.</p> |
| <p>Under the Equal Pay Act, employers must keep for at least 2 years all records (including wage rates, job evaluations, seniority and merit systems, and collective bargaining agreements) that explain the basis for paying different wages to employees of opposite sexes in the same establishment.</p> | | |
| <p>Form I-9</p> <ul style="list-style-type: none"> • Form I-9. • Copies of documentation (if applicable). | <p>3 years after date of hire or 1 year after date of termination, whichever is later.</p> | <p>Immigration Reform and Control Act (IRCA) Immigration and Nationality Act (INA) * Both apply to <u>all</u> employers regardless of size.</p> |
| <p>Employment benefits</p> <p>Except for specific exemptions, Employee Retirement Income Security Act's (ERISA) reporting and disclosure requirements apply to all pension and welfare plans, including:</p> <ul style="list-style-type: none"> • Summary plan descriptions (updated with changes and modifications). • Annual reports. • Notice of reportable events (e.g., plan amendments that may decrease benefits, a | <p>6 years</p> <p>Records used to determine benefits that are or will become due for each employee participating in the plan must be retained as long as they are relevant.</p> | <p>Employee Retirement Income Security Act (ERISA) * Applies to <u>all</u> employers regardless of size.</p> |

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| <p>substantial decrease in the number of plan participants).</p> <ul style="list-style-type: none"> • Plan termination. <p>See more at §107 [29 U.S.C. §1027].</p> | | |
| <p>Background checks</p> <p>Background check information obtained through a consumer reporting agency, for example:</p> <ul style="list-style-type: none"> • Credit reports. • Criminal history reports. • Driving records. • Information regarding character, general reputation, personal characteristics or mode of living. • Any other background check reports created by a third party. • Consent forms and required disclosures to individuals subject to background checks. | <p>1 year. No specific retention requirement under the FCRA, but general EEOC requirements to retain hiring and selection records apply. Experts recommend retaining related information for at least 5 years after the date of the consumer report, which is the statute of limitations in the Fair Credit Reporting Act (FCRA).</p> | <p>Fair Credit Reporting Act (FCRA)</p> <p>* Applies to <u>all</u> employers regardless of size.</p> <p>(The FCRA does not apply when an employer does their own background investigation, only when it uses a third party.)</p> <p>Civil Rights Act of 1964 (Title VII)</p> <p>* Applies to employers with 15 or more employees.</p> |
| <p>Tax records</p> <ul style="list-style-type: none"> • Employer identification number. • Amounts and dates of all wage, annuity and pension payments. • Amounts of tips reported. • The fair market value of in-kind wages paid. • Names, addresses, Social Security numbers, and occupations of employees and recipients. • Any employee copies of Form W-2 that were returned as undeliverable. • Dates of employment. • Periods for which employees and recipients were paid while absent due to | <p>4 years after filing the 4th quarter for the year.</p> | <p>Federal Insurance Contribution Act (FICA)</p> <p>Federal Unemployment Tax Internal Revenue Code</p> <p>* All of the above applies to <u>all</u> employers regardless of size.</p> |

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| <p>sickness or injury and the amount and weekly rate of payments the employer or third-party payers made to them.</p> <ul style="list-style-type: none"> • Copies of employees' and recipients' income tax withholding allowance certificates (Forms W-4, W-4P, W-4S and W-4V). • Dates and amounts of tax deposits. • Copies of returns filed. • Records of allocated tips. • Records of fringe benefits provided, including substantiation. | | |
| <p>Safety data</p> <ul style="list-style-type: none"> • Log of occupational injuries and illnesses. • Records of injuries and illnesses. • Summary of injuries and illnesses. • Records of exposure to toxic substances for each employee. | <p>5 years following the year records pertain to (medical exams, material safety data sheets and exposure to toxic substances records retained for the duration of employee's job tenure plus 30 years).</p> <p>The medical records of employees who have worked for less than 1 year for the employer do not need to be retained beyond the term of employment if they are provided to the employee upon the termination of employment.</p> | <p>Occupational Health & Safety Act (OSHA)</p> <p>* Applies to <u>all</u> employers regardless of size.</p> <p>Walsh-Healy Act</p> <p>* Applies to <u>all</u> federal contractors regardless of size.</p> |
| <p>FMLA leave records</p> <p>Employee data, including:</p> <ul style="list-style-type: none"> • Basic payroll and identifying employee data. • Dates FMLA leave is taken by FMLA-eligible employees (leave must be designated in records as FMLA leave), including the hours of the leave, if FMLA leave is taken in increments of less than one full day. | <p>3 years</p> | <p>Family Medical Leave Act (FMLA)</p> <p>*Applies to employers with 50 or more employees.</p> |

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| <ul style="list-style-type: none"> • Copies of employee notices of leave provided to the employer under the FMLA, if in writing, and copies of all eligibility notices given to employees as required under the FMLA. • Any documents (including written and electronic records) describing employee benefits or employer policies and practices regarding the taking of paid and unpaid leave. • Premium payments of employee benefits. • Records of any dispute between the employer and an eligible employee regarding designation of leave as FMLA leave, including any written statement from the employer or employee of the reasons for designation and for the disagreement. | | |
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| <p>Health care continuation</p> <p>Records of written notice to employees and their dependents of their option to continue group health plan coverage following certain qualifying events.</p> | <p>COBRA has no record-keeping requirements. However, many experts recommend that records be maintained for 6 years from the date of the record to remain consistent with ERISA requirements.</p> | <p>Consolidated Omnibus Budget Reconciliation Act (COBRA)</p> <p>* Applies to employers with 20 or more employees.</p> |
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| <p>Polygraph test records</p> <ul style="list-style-type: none"> • A copy of the written statement that outlines the time and place of the test and the employee's right to consult an attorney. • A copy of the employer's written notice to the examiner that identifies the employee(s) to be tested. • Copies of all opinions, reports, or other records obtained by the employer from the examiner relating to the polygraph test. | <p>3 years from the date the polygraph was conducted or from the date it was requested if it was never administered.</p> | <p>Employee Polygraph Protection Act</p> <p>* Applies to <u>all</u> employers regardless of size.</p> |
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| <p>Disability accommodations</p> <p>Requests for reasonable accommodation from employees and/or applicants and responses and/or accommodations provided by employer.</p> | <p>1 year from the date of making the record or of the personnel action involved, whichever occurs later.</p> <p>In the case of involuntary termination, retain the terminated employee's personnel or employment records for 1 year from the date of termination.</p> <p>Federal Contractors & Public employers: 2 years.</p> | <p>Americans with Disabilities Act as Amended (ADAAA)</p> <p>* Applies to employers with 15 or more employees.</p> <p>Section 503 of the Rehabilitation Act of 1973</p> <p>Executive Order 11246</p> <p>Vietnam Era Veterans Readjustment Assistance Act (VEVRAA)</p> <p>* All of the above apply to federal contractors with 50 or more employees.</p> |
| <p>Drug test records</p> <p>See list of records at 49 C.F.R. §382.401 for employees covered by the U.S. Department of Transportation (DOT).</p> | <p>1 year from test date and up to 5 years for records relating to drug testing for DCT positions.</p> | <p>DOT-covered safety-sensitive transportation positions in industries such as aviation, trucking, railroads, mass transit and pipelines.</p> |
| <p>Military leave records</p> <p>All records related to a military leave of absence and reemployment and employee benefits during and upon return from a military leave.</p> | <p>Indefinite; no statute of limitations under the Uniform Services Employment and Reemployment Rights Act (USERRA).</p> | <p>Uniform Services Employment and Reemployment Rights Act (USERRA)</p> <p>* Applies to all employers regardless of size.</p> |

RULES AND REGULATIONS OF THE CHEROKEE NATION ELECTION COMMISSION

The foregoing forms are available for viewing at the Election Commission Office and are to be used exclusively for their stated purposes. The forms may be amended and/or supplemented from time to time at the discretion of the Election Commission.

For purpose of all documentation, nepotism is a person related within the third degree by either consanguinity or affinity to a candidate for office. "Consanguinity" means "blood" relative. "Affinity" means relative "by marriage." "Third degree" includes spouse, parents, children, brothers, sisters, grandparents, grandchildren, aunts, uncles, nieces, nephews, great Grandparents, and great grandchildren.

§2.07 Record Management.

For the purpose of these Rules and Regulations, disposition means the manipulation of records and includes: the usual and customary handling and disclosure of office records as defined by Cherokee Nation Election Commission policies and procedures and federal regulations, the storage and maintenance of records relating to specific elections, and destruction of election materials with no further value to the Cherokee Nation Election Commission.

- 1.) Office records shall include time cards, time sheets, requisitions and other materials necessary to carry out routine office procedures and are to be dealt with in the usual and customary manner as defined by the Election Commission policies and procedures, and federal regulations.
- 2.) Specific election records relating to a primary, runoff or special election shall include original Certificate of Vote forms with election results, minutes of the Commission, a listing of voters and disclosure reports. They shall be stored and maintained in the office as permanent record.
- 3.) Voted ballots including spoiled, mutilated and challenged ballots as well as precinct signature books and absentee ballot requests shall be retained for a period of two years following the date of the election in which they were cast and then may be destroyed. These items may be transferred to files for storage during the two year interim after the period of challenges has passed.
- 4.) Unused ballots, forms and duplicate copies of records as well as unusable or damaged election ballot boxes, supplies or materials may be destroyed thirty days following an election. However, staff shall keep one copy of each ballot style and form used for each election. This copy may be kept electronically.
- 5.) Voter registration records of deceased or relinquished citizens who are removed from the voter's list based on information provided by Tribal Registration may be destroyed 3 2 years after the date of death or relinquishment.

§2.08 Qualifications of candidates for elective office.

- A. All persons who desire to run for an elective office of Cherokee Nation must meet all of the qualification requirements of §§31, 32, 33 and 34 of the Election Law, as well as applicable provisions of the Constitution of the Cherokee Nation.
- B. To meet the requirements of § 31 B1 any person who has been an employee of Cherokee Nation must have resigned or otherwise terminated his or her employment with Cherokee Nation prior to the date he or she actually files the Declaration of Candidacy form with the Commission.

§ 14. Election Services Commission Office.

A. Permanent Office. The Election Commission Office shall be maintained on a full-time basis with a permanent staff and/or temporary staff as necessary to conduct every election. The site of the Election Commission Office shall be at a location apart from the Cherokee Nation Building and shall maintain strong security measures.

B. Staff. All Election staff, excluding members of the Election Commission, shall be deemed employees of the Election Commission and shall be interviewed and hired by the Election Commission and shall be under the direct supervision of the Election Commission all of which are subject to policies and procedures created by the Election Commission, and will receive the same benefits as Cherokee Nation employees by way of a MOU between the Election Commission and the Cherokee Nation.

C. Director of Election Services Commission Office. The Director of the Election Services Commission Office shall be hired independently by Election Commission and shall be experienced in conducting elections and the use of modern, reliable technology, and secure voting.

D. Administrator. The Administrator of the Election Commission Office shall be a Cherokee Tribal citizen who is independently hired by the Election Commission using objective standards developed by the Election Commission. The Administrator shall be under the direct supervision of the Election Commission.

E. Other Staff Members. All other employees as determined needed by the Election Commission to conduct their constitutionally required duties.

§ 15. Record Retention

The Election Commission Office, at the direction of the Election Commission, shall develop policies and procedures with respect to record retention. Said policies shall:

A. Permit the destruction of paper records relating to the conduct of an election not less than one (1) year after the disposition of a final appeal arising out of any election held under this title, including but not limited to ballots, provided: Original election certification records shall be maintained for a period of at least five (5) years after said disposition of a final appeal and may be maintained longer at the direction of the Election Commission.

B. Require said destruction of paper records to occur only after public notice of said destruction is given by the commission at a regular or special Election Commission meeting.

§16 – 20 Reserved for Future Use.

**CHAPTER 3
Qualifications and Registration of Voters**

§ 21. Eligibility to Vote.

Election Equipment to be relocated to the Warehouse

- 2-HP Color LaserJet Pro M452dn printers (prints lines)
- 1-Brother MFC-8220 Fax, Scan Copy
- 1-Martin Yale folder – old, has been replaced
- 5-Visioneer Road Warrior scanner
- 1-Sony Handycam with:
 - 1-Sony foot control unit
 - 1-Sony battery charger
 - 1-Sony power adaptor
 - 1-Radio Shack tripod
- 5-HP Scanjet Pro 3000 s2 scanners (old ones that were replaced)
- 1-HP LaserJet P2055d (replacing)
- 1-HP LaserJet 500 Color MFP m575 printer (prints wide black line)
- 1-HP Color LaserJet Pro CP1518ni printer (old, has been replaced)

Connie Parnell

From: John Rose <johnrose@maximconsulting.net>
Sent: Wednesday, October 23, 2019 3:36 PM
To: Connie Parnell
Subject: <EXTERNAL> Record Retention

Connie,

This email is to summarize some of the suggestions we have discussed to reduce the size of the Chronicle database and to remove unneeded data. See below:

- Physically delete status "D" voter registrations after a user selected (and easily changeable) period of time after the registration was changed to "D" status.
- Delete absentee application form images after a user selected (and easily changeable) period of time after scanning.
- Delete voter registration application form images after a user selected (and easily changeable) period of time after scanning, if there is a more current form in the database.
- Create a report of inactive voters (no VR app, absentee app or voting) for a pre-set period of time. This could then be used to start the process to eventually remove registrations that are completely inactive.

John Rose
CEO
Maxim Consulting, Inc.
johnrose@maximconsulting.net
(205) 242-4040

| # | Description | Status | Priority | Version | Notes |
|----|--|--------|----------|---------|---|
| 13 | Revise strategy for application deadlines (voter registration, absentee applications and ballots). | Open | 3 | | Partially done. Waiting on AG meeting to determine if AB apps can update VR apps. Nct approved yet by commission |
| 27 | Add data retention rules and process. Delete VR records with 'D' status (initial retention 2 years). Delete absentee application images (initial retention 2 years). Delete VR application images if a newer one exists (initial retention 2 years). | Open | 2 | | |
| 29 | For voter information requests when a voted on date is provided, add checkboxes to the window to allow selection by voting method. | Open | 2 | IP | |
| 30 | Possibly accept street guide verification import with extended range number changes. | Open | 1 | | |
| 31 | When adding absentee applications, flag duplicates when roll number entered. | Open | 1 | | |
| 32 | Fix an error in VR applications. If new application for previously unregistered voter is saved incomplete, then returned to and fixed an error occurs when adding the image (null voter ID w_scan cb_savedoc). | Open | 1 | IP | |
| 33 | Windows 10 migration? | Open | 2 | | |
| 34 | Migrate mail merge to docx. Fix fold lines. Ensure page break. | Open | 1 | IP | |
| 35 | Request absentee labels by precinct within district. | Open | 2.5 | | |
| 36 | Privacy enhancements to protect sensitive data. | Open | 2 | | |
| 37 | Add ability to reset the received date of an absentee ballot. | Open | 2.5 | | |
| 38 | Add edit to challenge ballot maintenance to prevent VHC errors due to no voter ID match being selected. | Open | 2.5 | | |
| 39 | Automatically set bad address flag when absentee ballot returned undeliverable. | Open | 2 | v3.2 | |
| 40 | Challenge ballot stats by PCT (vr2840) - Add precinct description after code. | Open | 2 | v3.2 | |
| 41 | Rejection labels for absentee ballots (vr2330, vr2340), label needs to show Roll # after and the rejection number (ballot ID) in the format 99999999/999999. | Open | 3 | v3.2 | |
| 42 | Hold period after election to prevent VR changes for up to two weeks after election. | Open | 2.5 | | |
| 43 | Add message to staff when entering a roll number that is not registered, but has an unprocessed application that will register them. | Open | 2.5 | | |
| 44 | Create a new Inactivity Report that shows voters with no activity (VR app, Absentee App or VH) for a period of time. Used to start process to remove inactive registrations. | Open | | | |
| 45 | Add date of birth and roll number to Unassigned Voters by District (vr2720). | Open | | | |