

POKAGON BAND OF POTAWATOMI INDIANS ELDERS TRIP POLICY

1. PURPOSE.

- (a) In honor and recognition of the role of Elders in protecting and promoting the culture of the Band, the Elders Council was established to provide guidance and advice to the Band.
- (b) In connection with fulfilling this important role, the Elders periodically participate in trips which advance and promote the recognized social and cultural needs of the Elders and the Band.
- (c) The purpose of this Policy is to state the eligibility requirements, registration procedures, and rules governing trips offered by the Band to Elders.
- (d) This Policy does not apply to Michigan Indian Elders Association conferences, which are governed by a separate policy.

2. DEFINITIONS.

- (a) “Band” means the Pokagon Band of Potawatomi Indians.
- (b) “Bus Policy” means the Band’s Bus Policy.
- (c) “Band Bus” or “Band Buses” mean the passenger buses purchased by the Band for carrying out official functions, duties and responsibilities, including by the Elders Council.
- (d) “Citizen” means a duly enrolled member of the Band.
- (e) “Contact Person” means any representative of the Elders Council assigned by the Elders Council, at any time, to fulfill the requirements of this Policy or the Bus Policy, or both, as applicable, in connection with a trip.
- (f) “Disability” means with respect to any Elder:
 - (i) A physical or mental impairment that substantially limits one or more of the major life activities of such person;
 - (ii) A record of such an impairment; or
 - (iii) Being regarded as having such an impairment.

The rules of construction set forth in 28 CFR 36.105, as may be amended, shall serve as guidance for purposes of this definition.

- (g) “Elder” or “Elders” means a duly enrolled member of the Band who is at least fifty-five (55) years of age.
- (h) “Elders Council” means the representative body of the Elders comprised of Elders elected by the Elders.
- (i) “Include” or “Including” will be deemed to be followed by the words “without limitation”.
- (j) “Policy” means this Elders Trip Policy.
- (k) “Service Dog” means a dog that has been individually trained to do work or perform tasks for a Trip Participant with a Disability, provided:
 - (i) The work or tasks performed by the Service Dog must directly relate to the Trip Participant’s Disability; and
 - (ii) The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship shall not constitute work or tasks for the purposes of this definition.
- (k) “Trip Deposit” means the deposit which a Trip Participant must pay to secure registration for a trip.
- (l) “Trip Notice” means the notice which must be posted and published to solicit interest from Elders in participating in a trip.
- (m) “Trip Participant” means all persons participating in a trip, including Elders, their spouses, and the Contact Person.

3. BUS USE.

- (a) When a Band Bus is available, and is suitable for a trip, the Contact Person must ensure that a Band Bus is utilized for the trip, unless waived by the Tribal Council. All use of Band Buses must be in accordance with the Bus Policy.
- (b) When a Band Bus is not available, or is not suitable for a trip, or Band Bus use is waived by the Tribal Council, the Contact Person may seek to use a bus supplied

by a third party; subject, however, to all required reviews, approvals and procedures of the Band.

4. ELIGIBILITY.

- (a) Only Elders are eligible to participate in trips offered by the Band, but the spouse of an Elder may accompany the Elder on trips, regardless of whether the spouse is a Citizen or an Elder.
- (b) Elders and spouses are eligible to register and participate in trips offered by the Band regardless of past registration and participation.

5. TRIP NOTICE.

- (a) At least thirty (30) days prior to the departure date for each trip, the Contact Person must post conspicuously within the Elders Hall and publish in the Tribal Monthly Newspaper, a Trip Notice, which must state:
 - (i) destination of the trip;
 - (ii) departure location, date and time;
 - (iii) return location, date and time;
 - (iv) how to register;
 - (v) deadline to register;
 - (vi) location, date and time of any random drawing;
 - (vii) amount of Trip Deposit;
 - (viii) how to pay Trip Deposit;
 - (ix) deadline to pay Trip Deposit;
 - (x) that if the number of Elders and spouses who register for the trip exceeds the number of available trip positions, then the Elders Council will select all Trip Participants and alternates through a random drawing;
 - (xi) the name and telephone number of the Contact Person; and
 - (xii) any other information deemed necessary by the Contact Person.

- (b) Registration for a trip must be open for a minimum of ten (10) calendar days.
- (c) Any random drawing to select Trip Participants must occur within ten (10) calendar days after the date registration is closed.
- (d) Elders must have a minimum of seven (7) calendar days after the date registration is closed or the date of the random drawing, as applicable, to pay the Trip Deposit.

6. **REGISTRATION.**

- (a) Any Elder who wishes to participate in a trip must register in accordance with the Trip Notice. A person may not register another person for a trip, but if an Elder's spouse wants to participate in the trip, then the Elder must register his or her spouse.
- (b) At the time of registration, the Elder must return all required registration forms (fully completed and signed), which will include the Elder's name, address, telephone number, enrollment number and, if the Elder's spouse wants to participate in the trip, the spouse's name.
- (c) All Elders and spouses who have registered for a trip in accordance with this Policy will be placed on a trip registration list.
- (d) If the number of Elders and spouses on the trip registration list does not exceed the number of available trip positions, then the Elders and spouses on the list will be the Trip Participants.
 - (i) The Contact Person will ensure that a Trip Participant list is prepared and posted within Elders Hall; and
 - (ii) The Contact Person will ensure that each contact number is called to notify the Elder (and any spouse) of placement on the Trip Participant list, and the deadline to pay the Trip Deposit.
- (e) If the number of Elders and spouses on the trip registration list exceeds the number of available trip positions, then the Elders Council will select all Trip Participants and alternates through a random drawing.
 - (i) The random drawing will be conducted at a meeting of the Elders Council in accordance with this Policy and the Trip Notice.

- (ii) Neither an Elder nor spouse are required to attend a random drawing to be selected as Trip Participants.
 - (iii) All persons who register will be placed on a separate random drawing slip, but an Elder and spouse must be listed on the same slip. All random drawing slips must be drawn.
 - (iv) All Elders must be listed on the Trip Participant list or alternate list, as applicable, pursuant to the order of drawing. If a random drawing slip contains an Elder and spouse, the Elder will be listed before the spouse on the Trip Participant list or alternate list.
 - (v) The Elders Council will prepare a Trip Participant list and alternate list based upon the results of the random drawing, which must be posted within Elders Hall.
 - (vi) The Contact Person will ensure that each contact number is called to notify the Elder (and any spouse) of placement on the Trip Participant list and alternate list, and the deadline to pay the Trip Deposit.
- (f) The Elder or if applicable, the spouse, must confirm with the Contact Person that the Elder and any spouse are attending the trip and will pay the Trip Deposit. The confirmation may occur verbally or electronically (including email), but the confirmation must occur within twenty-four (24) hours of the Contact Person's call to the Elder identified in Subsection 6(e)(vi). If the confirmation does not occur within the required twenty-four (24) hours, the Elder and any spouse will be removed from the Trip Participant list.
- (g) The Elders Council and their spouses retain the right to participate in all trips and are not subject to random drawing because of the duties and responsibilities of the Elders Council under this Policy.
- (h) Trip Participants are ultimately responsible for confirming registration for all trips, including timely receipt of the Trip Deposit, by calling the Contact Person at the number stated on the Trip Notice.

7. **TRIP DEPOSIT.**

- (a) The Trip Deposit will be Twenty-Five and 00/100 Dollars (\$25.00) per person for all trips, but if a trip is five (5) days or more (including the day of departure and return), **then the Trip Deposit will be Fifty and 00/100 Dollars (\$50.00) per person.**

- (b) If a Trip Deposit is not paid in accordance with the Trip Notice, or an Elder or spouse is not able to participate in a trip, then the Elder or spouse, as applicable, will be removed from the Trip Participant list and the Elders Council will endeavor to notify the next alternate of the available trip position.
- (c) An Elder must promptly notify the Elders Council upon becoming aware that the Elder or spouse is not able to participate in a trip.
- (d) All Trip Deposits will be returned to Trip Participants at the beginning of a trip after boarding the bus.
- (e) Any person who paid the Trip Deposit, but fails to participate in a trip, for any reason whatsoever, will forfeit the Trip Deposit, but the Trip Deposit will be returned if the person did not participate in the trip:
 - (i) due to a legitimate emergency which prevents participation in the trip, as determined by the Contract Person, including an accident or death in the family; or
 - (ii) consistent with Subparagraph 10(f), at the request of the Contact Person because the person is sick or ill or failed to provide the Contact Person the required physician certification.
- (f) If any person pays the Trip Deposit, but fails to participate in a trip, for any reason whatsoever (except for those reasons identified in Subsection 7(e)(i) and (ii)), two or more times in a calendar year or two or more times within one year prior to the trip, then the Elders Council may declare the person ineligible for future trips for a period of up to two (2) years.
- (g) A Trip Deposit cannot be transferred, assigned or credited to any other person for any reason whatsoever.

8. IDENTIFICATION BADGES.

- (a) Trip Participants will be issued identification badges, which will state the participant's name on the front and the Contact Person's name and cellular telephone number on the back. The Contact Person's identification badge must state on the back the name and cellular telephone number of another Trip Participant.
- (b) Any Trip Participant who becomes disconnected from the group during the trip should promptly call the cellular telephone number on the back of the Trip Participant's identification badge.

9. **BUS RULES.**

At all times while on a Band Bus or any bus supplied by a third party, Trip Participants must:

- (a) not engage in any illegal activity;
- (b) not be under the influence or possess, use, or sell alcohol, cannabis, or illegal drugs;
- (c) not vape;
- (d) not smoke or chew any tobacco product;
- (e) not cause damage to the bus or any property of another;
- (f) not cause injury to another person;
- (g) not use profane or abusive language;
- (h) not be loud, disruptive or distracting, including by playing loud music (Trip Participants may use earbuds);
- (i) not possess any firearm, any knife with a blade longer than three (3) inches, or any other weapon;
- (j) not engage in any activity which threatens the health or safety of others;
- (k) remain seated when the bus is moving, except when necessary for official purposes or to use the restroom;
- (l) wear seat belts if available and if required by applicable law;
- (m) be orderly and properly dispose of all litter and trash;
- (n) not wear heavily scented perfume or other products;
- (o) not engage in campaigning, including soliciting for or against any candidate or cause;
- (p) abide by all lawful directives of the bus driver; and
- (q) use the seat assigned or reassigned, as applicable, by the Contact Person.

10. **TRIP RULES.**

- (a) **Compliance.** Trip Participants must conduct themselves in a safe, respectful, courteous, and lawful manner at all times while on a trip and, accordingly, must strictly comply with:
 - (i) all applicable rules, regulations, policies and procedures of: (1) the Band; (2) any third party bus supplier; and (3) all other places or establishments visited during the trip, including any lodging establishment; and
 - (ii) all applicable statutes, codes, acts, ordinances, laws, and rules and regulations of every governing authority.
- (b) **Seating.** The Contact Person may assign Trip Participants bus seats. If this occurs, Trip Participants must use the assigned bus seat the entire trip, unless the Contact Person authorizes a seat change. The Contact Person may revise the assigned bus seats and if a reassignment occurs, the Trip Participant must use the revised assigned bus seat.
- (c) **Luggage.** Trip Participants may bring a small carry-on and no more than one (1) piece of luggage on a trip. Trip Participants must limit shopping to items which can be stored in the carry-on or luggage. Trip Participants must ensure that all luggage contains a completed identification tag. Trip Participants will be solely responsible for loading, unloading and the security of all luggage and all other personal belongings.
- (d) **On Time.** Buses will depart at scheduled times and will not wait for any Trip Participant. Trip Participants are solely responsible for being present on the bus at scheduled departure times. If a bus departs without a Trip Participant for any reason whatsoever, or a Trip Participant is required to exit the bus pursuant to Subparagraph 11(a) of this Policy, the Trip Participant will be solely responsible for arranging alternate transportation at the Trip Participant's sole cost.
- (e) **Self-Sufficient.** Trip Participants must be self-sufficient or accompanied by a spouse (or Service Dog) who is able to provide all necessary assistance to enable them to participate in all trip activities, which may involve various levels of physical activity, including walking or wheeling one's own wheelchair. The Band will not provide any type of aide service to Trip Participants while on a trip, and Trip Participants should not expect other Trip Participants, other than their spouse (or Service Dog), to provide necessary assistance. Trip Participants are solely responsible for all medications. Trip Participants should not venture off alone while at destinations, but rather, should always travel with other Trip Participants.

- (f) **Illness and Certification.** Prior to departure, the Contact Person may request, but not require, that any person who is sick or ill not participate in a trip. The Contact Person also may require certification from a physician that a person who seeks to participate in a trip is self-sufficient or is able to participate in the trip if accompanied by a spouse (or Service Dog) who is able to provide all necessary assistance. If the Contact Person decides to require a physician certification from any person, then the Contact Person must inform the person of the requirement at least fourteen (14) days prior to the date of departure stated in the Trip Notice. Any person who does not provide the certification will not participate in the trip.
- (g) **Trip Cancellation.** The Contact Person may cancel a trip at any time, including due to insufficient participation or inclement weather or other hazards. If a trip is cancelled prior to departure, the Contact Person will use reasonable efforts to publicize the cancellation. A cancelled trip may be rescheduled. Unless a trip is rescheduled, and a Participant wishes to participate in the trip, the trip deposit will be returned.
- (h) **Expenses.** Prior to departure, the Contact Person will provide Trip Participants with a written statement describing all amounts to be paid by the Band in connection with the trip. Trip Participants will be solely responsible for all other costs, expenses, fees, assessments and amounts, including all assessments for damages or violating non-smoking rules.
- (i) **Excess Amounts.** If any Trip Participant is paid any per-diem or other amount for which he or she is not entitled, including pursuant to any applicable Band policy, then the Elders Council will send the person a written demand for payment. The Trip Participant must repay the per-diem or other amount within ten (10) calendar days of the date stated in the written demand for payment. Acceptance of a per-diem or any other amount constitutes agreement to the foregoing obligation.
- (j) **Attendance.** A Trip Participant must attend, during all scheduled times, all activities for which the Band has paid (or is obligated to pay) any amount, but the Contract Person may excuse a Trip Participant from attendance for good cause, including illness or the nature of the activity. Accordingly, unless excused by the Contact Person for good cause, Trip Participants must be on time and must not leave activities early.

11. **SERVICE DOG.**

- (a) **Accompany.** A Service Dog may accompany a Trip Participant with a Disability on a trip, subject to the requirements of this Section 11.
- (b) A Service Dog shall not be permitted to accompany a Trip Participant with a Disability on a trip as provided under this Section 11, including if the Service

Dog: (i) would fundamentally alter the nature of the services, facilities, privileges, advantages, or accommodations or (ii) is not in good health or in compliance with all applicable immunization and licensing laws and regulations.

- (c) **Removal.** A Trip Participant with a Disability who has brought a Service Dog on a trip may be required to remove a Service Dog from all or any portion of the trip if: (i) the Service Dog is out of control and the Trip Participant does not take effective action to control the Service Dog, including without limitation compliance with Subsection 11(d); (ii) the Service Dog is not housebroken; (iii) the Service Dog is not permitted under Subsection 11(b) of this Policy, or (iv) the Trip Participant does not supervise the Service Dog in compliance with Subsection 11(e).
- (d) **Control.** A Service Dog that accompanies a Trip Participant with a Disability shall at all times properly control the Service Dog, including ensuring that the Service Dog is caged, harnessed, leashed, or tethered at all times, unless such devices interfere with the Service Dog's work or the Trip Participant's Disability prevents using such devices, in which case the Service Dog must be under the Trip Participant's control through other effective means.
- (e) **Supervision.** A Trip Participant with a Disability who brings a Service Dog on a trip shall: (i) ensure that the Service Dog does not disturb or disrupt others or cause any damage, or disrupt the trip or trip operations, (ii) remain in close proximity to the Service Dog at all times, and (iii) ensure that the Service Dog is properly cared for and cleaned up after.
- (f) **Liability.** A Trip Participant with a Disability who brings a Service Dog on a trip shall be responsible for all damage, injury, and liability in connection with the Service Dog.
- (g) **Inquiries.** If it is not readily apparent that the Service Dog is trained to do work or perform tasks for the Trip Participant with a Disability, then the Trip Participant may be asked the following two questions:

(i) is the animal a Service Dog required because of a Disability?

(ii) what work or task has the Service Dog been trained to perform?

A Trip Participant with a Disability shall not be asked about the nature of the Disability or for any medical documentation of such, nor for any documentation that the dog is a Service Dog or the Service Dog's ability to perform work or tasks. It shall be sufficient if the Trip Participant with a Disability indicates that the animal is a Service Dog that is required because of a Disability and the Service Dog has been trained to do work or a task related to the Disability.

12. **VIOLATIONS.**

- (a) Any Trip Participant, who violates any provision of this Policy, will be subject to appropriate remedial action, including:
 - (i) the bus driver may, in consultation with any of the Elders Council members present, require the person to exit the bus at an appropriate location;
 - (ii) the Elders Council may declare the person ineligible for future trips for a period of up to two (2) years;
 - (iii) the Elders Council may require the person to repay on demand all amounts paid by the Band in connection with the trip; and/or
 - (iv) the matter may be referred to law enforcement.
- (b) The Elders Council may deem any violation of this Policy by any person accompanying an Elder on a trip to be a violation by both the Elder and the person.
- (c) All alleged violations of this Policy must be reported to the Contact Person who may investigate the alleged violations.
- (d) If the Contact Person believes that a Trip Participant violated this Policy and that the violation should be reported to the Elders Council, then the following will apply:
 - (i) the Elders Council will schedule a meeting for the sole purpose of addressing the alleged violation(s) and appropriate remedial action(s);
 - (ii) the Elders Council will prepare a written notice which describes the alleged violation(s) and states the date, time and location of the meeting;
 - (iii) the written notice will be hand delivered or sent by first class U.S. mail to the Trip Participant at least ten (10) calendar days prior to the date of the meeting;
 - (iv) the Contact Person and the Trip Participant will be afforded an opportunity at the meeting to address the alleged violation(s) (without the assistance of legal counsel), including to call and question witnesses;
 - (v) the Trip Participant may participate in the meeting in person or by telephone with prior notice to the Elders Council; and

- (vi) the Elders Council will decide (by motion or resolution) whether the Trip Participant violated this Policy and the appropriate remedial action(s) pursuant to Subparagraph 11(a) of this Policy. The Contact Person must abstain from the vote.
- (e) All decisions of the Elders Council under Paragraph 11 of this Policy will be final and not subject to review or appeal, including but not limited to, pursuant to the Band's Grievance Policy.

12. **NO WAIVER.**

No provision of this Policy, including Subparagraph 10(d), will be deemed waived by past practice. Trip Participants should expect all provisions of this Policy to be strictly enforced.

13. **DISTRIBUTION.**

The Elders Council must ensure that this Policy is posted in Elders Hall and that copies of this Policy are available upon request. The Contact Person must make available a copy of this Policy to all Trip Participants at the beginning of a trip and answer any questions regarding this Policy.

HISTORY

Elders Trip Policy, enacted April 30, 2012 by Res. No. 12-04-30-01; Amended June 11, 2012 by Res. No. 12-06-11-05; Amended September 10, 2012 by Res. No. 12-09-10-01; Amended September 10, 2014 by Res. No. 14-09-10-02; Amended November 30, 2015 by Res. No. 15-11-30-02; Amended October 4, 2023, by Elders Council Resolution No. 23-08-23-02, provided that as stated in the approving resolution, such approval was effective as of the expiration of the Posting Period.