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IN THE NOOKSACK TRIBAL COURT  
NOOKSACK INDIAN TRIBE  
DEMING, WASHINGTON

GEORGE ADAMS

Plaintiff,

v.

KATHERINE CANETE, DONIA EDWARDS,  
and SUZANNE BROWNRIGG, in their  
official capacities, as agents of the  
NOOKSACK INDIAN TRIBE

Defendants.

NO.: 2014-CI-CL-004

COMPLAINT FOR DECLARATORY AND  
INJUNCTIVE AND PROSPECTIVE  
EQUITABLE RELIEF

Plaintiff, GEORGE ADAMS, by and through his attorney, hereby petitions the Court pursuant to Article IX of the Nooksack Indian Tribe (NIT)'s Constitution that specifically incorporates the Indian Civil Rights Act of 1968 (ICRA) into its Bill of Rights, the Nooksack Indian Tribe's Personnel Policy Manual and Grievance Policy, and Title 10 of the Nooksack Tribal Code for relief from the unlawful dismissal of his employment in the form of an "at-will" termination without due process or equal protection of the NIT Tribal Laws. Plaintiff was removed and stripped of his fundamental property right to his employment, compensation, and very livelihood when the Defendants dismissed Plaintiff. This dismissal is in direct violation of Article IX of the NIT Constitution, the ICRA and applicable Federal Law, the Personnel Policy Manual and the NIT Indian Preference Policy. This Court is the proper tribal forum to test the legality of Defendants' unlawful actions and to vindicate Plaintiff's rights.

1 I. INTRODUCTION

2 1. Mr. Adams was dismissed from his employment when the Defendants terminated him  
3 on March 12, 2014. A property interest in Mr. Adams’s employment was created by the  
4 Personnel Policy Manual that stems from an existing Grievance Procedure providing Mr.  
5 Adams with a mutually explicit understanding to support his claim that he was entitled to  
6 invoke a hearing regarding involuntary termination. *See NIT Personnel Manual Policy at*  
7 *Section 7.6, page 37 and NIT HR Procedure 7-7.6.*

8 2. Mr. Adams’s procedural due process rights were violated by Defendants on March 12,  
9 2014, and continue in perpetuity, when Defendants failed to provide Mr. Adams a right to a  
10 Grievance Review Board Hearing by applying inconsistent timeframes in the Grievance Process  
11 to both Mr. Adams and the Defendants. *See NIT Personnel Policy Manual at Section 7.6, page*  
12 *37 and NIT HR Procedure 7-7.6.* The NIT Personnel Policy Manual applies “business days”  
13 and the HR Procedure applies “working days” when referring to timeframes. *Id.* Moreover,  
14 neither the Personnel Policy Manual nor the HR Procedures explain different timeframes apply  
15 to a grievant and the Human Resources Department. *Id.* These inconsistent timeframes  
16 constitute procedural due process violations for which relief can be sought from this Court  
17 under Article IX of the NIT’s Constitution incorporating the Indian Civil Rights Act (ICRA)  
18 into its Bill of Rights.

19 3. Mr. Adams’s substantive due process rights were violated during the same time when  
20 Defendants dismissed Mr. Adams from his job where no clear “at-will” disclaimer exists in the  
21 NIT Personnel Policy Manual yet the manual creates a mutually explicit understanding by  
22 offering Mr. Adams a right to a Grievance Review Board Hearing where Mr. Adams can  
23 challenge the basis of the decision to involuntarily terminate his employment. This alters the  
24

1 “at-will” nature of his employment constituting a substantive due process violation for which  
2 relief can be sought from this Court under Article IX of the NIT’s Constitution incorporating  
3 the ICRA into its Bill of Rights.

4 4. Defendants violated the “Equal Opportunity” terms of the NIT Personnel Policy  
5 Manual which states, in part, that “the NIT is an equal opportunity employer. No person seeking  
6 employment by the Tribe shall be appointed, promoted, demoted, or removed, in any way  
7 favored or discriminated against. Any employee, including management personnel, involved in  
8 discriminatory practices will be subject to disciplinary action up to in including termination.”  
9 *See NIT Personnel Manual Policy at Section 3.2, page 8.* Mr. Adams was denied equal  
10 opportunity to a Grievance Review Board Hearing when he was removed from his job in the  
11 form of an involuntary termination.

12 5. Defendants violated the “Indian Preference” terms of the NIT Personnel Policy  
13 Manual, which states, in part, that “The order in which applicants will be interviewed is as  
14 follows: 1. Enrolled Nooksack members, who, through the application screening process, appear  
15 to meet the *minimum job qualifications* will be interviewed first.” *See NIT Personnel Policy*  
16 *Manual at Section 3.1, page 7.* Mr. Adams’s position was advertised on March 19, 2014. On or  
17 about that same date, he was replaced by Loren Roberts. Although Mr. Adams meets the  
18 maximum job qualifications for the Lhéchalosem Language/Culture Preservation Teacher  
19 position, Mr. Adams believes his replacement, Mr. Roberts, does not meet the minimum  
20 qualifications. This is a violation of the NIT’s Indian Preference terms.

21 6. Mr. Adams asks this Court to uphold his procedural and substantive due process rights  
22 under Article IX of the NIT Constitution, the ICRA and applicable Federal Law, and the NIT  
23 Personnel Manual Policy, which includes a right to a fair Grievance Review Board Hearing.

1 Mr. Adams and other NIT Tribal members will continue to suffer immediate and irreparable  
2 harm from these on-going violations of due process rights by Defendants.

## 3 II. JURISDICTION

4 7. This Court has subject matter jurisdiction pursuant to Article IX of NIT Constitution,  
5 Title 10 of the Nooksack Tribal Code, whereby, “The court shall have exclusive original  
6 jurisdiction in all matters in which the Nooksack Indian Tribe or its officers or employees are  
7 parties in their official capacities.” N.T.C. §10.00.050.

8 8. This Court has subject matter jurisdiction under Article IX of the NIT Constitution  
9 that specifically incorporates the Indian Civil Rights Act (ICRA) of 1968 into its Bill of Rights.  
10 The NIT Bill of Rights, the ICRA and the NIT Personnel Policy Manual are, therefore,  
11 applicable Tribal and Federal law to the Nooksack Indian Tribe. Section 8 of the ICRA states,  
12 “No Indian Tribe in exercising powers of self-government shall . . . deny any person within its  
13 jurisdiction the equal protection of its laws or deprive any person of liberty or property.”  
14 Moreover, through federal common law the U.S. Supreme Court stated, “[t]ribal forums are  
15 available to vindicate the rights created by the ICRA, and §1302 has the substantial and intended  
16 effect of changing the law which these forums are obliged to apply.” *See Santa Clara Pueblo v.*  
17 *Martinez*, 43 US 49, 68 (1978); *see also Lomeli v. Kelly*, No. 2013-CI-APL-002 (Nooksack Ct.  
18 App. Jan. 15, 2014) (Tribal Court has jurisdiction over allegations that the policy implemented  
19 by NIT is unconstitutional). The Nooksack Tribal Court is a tribal forum to vindicate Mr.  
20 Adams’s rights for the unlawful acts of the Defendants.

21 9. This court has personal and subject matter jurisdiction over Mr. Adams and  
22 Defendants pursuant to Article IV, Section 2(A)(3) of the NIT Constitution, whereby,  
23 Defendants acting in their official capacities violated both Tribal Law, applicable Federal Law  
24

1 and Tribal Policy when they dismissed Mr. Adams by depriving him from his fundamental  
2 property right to his job and denying him a fair hearing.

3 10. All of the events or omissions giving rise to this complaint occurred within the  
4 territorial limits of the Nooksack Indian Tribe.

5 11. Under N.T.C. §10.05.020(b)(6), the statute of limitations has not expired since this  
6 violation occurred on March 12, 2014. Civil actions shall be three (3) years following the acts  
7 complained. *Id.*

### 8 III. PARTIES

9 12. George Adams, Plaintiff, is an enrolled member of the Nooksack Indian Tribe. Mr.  
10 Adams was employed by the Nooksack Indian Tribe from around or about September 2012 until  
11 March 12, 2014.

12 13. Defendants are all agents in their official capacity who all work for the Nooksack  
13 Indian Tribe located within the territorial limits of the Nooksack Indian Tribe who are charged  
14 with enforcing the NIT Constitution, Tribal Laws, Tribal Policies and applicable Federal Law.

15 14. Katherine Canete, Defendant, is the General Manager for the NIT, which is located  
16 within the territorial limits of the Nooksack Indian Tribe.

17 15. Donia Edwards, Defendant, is Education Director for the NIT, which is located  
18 within the territorial limits of the Nooksack Indian Tribe.

19 16. Suzanne Brownrigg, Defendant, is the Human Resources Director of the NIT, which  
20 is located within the territorial limits of the Nooksack Indian Tribe.

21 Mr. Adams is not seeking retrospective monetary relief.

22 Mr. Adams alleges as follows:  
23  
24

1 IV. FACTS

2 17. Mr. Adams was employed at the NIT as the Lhéchalosem Language/Culture  
3 Preservation Teacher since approximately September 2012. Mr. Adams employment was funded  
4 by a Bill & Melinda Gates Foundation Grant. Mr. Adams worked in similar positions at the NIT  
5 from 2008 through 2011, and throughout his career.

6 18. Mr. Adams successfully performed his obligations as the Lhéchalosem  
7 Language/Culture Preservation Teacher and had an excellent 90-day probation period evaluation.  
8 Mr. Adams has a Bachelor of Arts Degree in Education and a Teaching Certificate.

9 19. This dispute arose out of an action taken by Defendant Katherine Canete, General  
10 Manager of NIT, who involuntarily terminated Mr. Adams from his position as Lhéchalosem  
11 Language/Culture Preservation Teacher on March 12, 2014. *See Attachment #1 (3/12/14 Letter*  
12 *and HR Procedure 7.76 – Grievance).*

13 20. On March 17, 2014, Mr. Adams submitted a written request to Defendant Suzanne  
14 Brownrigg, Human Resources Director of NIT, within three (3) working dates from his  
15 termination, where he appealed the termination and stated the reasons why the termination was  
16 improper and violated the NIT Personnel Manual Policy, the ICRA and Tribal Law. Mr. Adams  
17 believes he was terminated under the guise of “at-will” due to exercising his right to free speech  
18 regarding current disputes going on with the NIT and for running for NIT office for the position  
19 of Tribal Chair. *See Attachment #2.*

20 21. On March 18, 2014, Defendant Donia Edwards, Education Director of NIT upheld  
21 Mr. Adams termination. *See Attachment #3.*

22 22. On March 19, 2014, Defendants advertised Mr. Adams position on the NIT website  
23 with an opening date of March 19, 2014 and a closing date of March 26, 2014. *See Attachment*  
24

1 #4. On or about March 19, 2014, Loren Roberts, who is allegedly not minimally qualified for  
2 the job, was hired into Mr. Adams's position.

3 23. On March 27, 2014, Ms. Brownrigg informed Mr. Adams through his attorney that  
4 Mr. Adams was in Stage 2 of his grievance, and that Mr. Adams's timeframe deadline was that  
5 day. *See* Declaration of George Adams.

6 24. On March 27, 2014, Mr. Adams went to the NIT Human Resources Department and  
7 submitted a request to Suzanne Brownrigg to convene a Grievance Review Board Hearing based  
8 on his reasons stated in his March 17<sup>th</sup> letter. Mr. Adams submitted his request within five (5)  
9 working days from March 20, 2014. *See* Attachment #5. March 20, 2014 is the date Ms.  
10 Brownrigg stated in her March 31, 2014 letter to Mr. Adams that he had 5 days to file a request  
11 for Stage 2. *See* Attachment #6. Ms. Brownrigg accepted Mr. Adams March 27, 2014 letter and  
12 handwrote she received his letter on March 27<sup>th</sup> at 4:12pm. *See* Attachment #5.

13 25. On March 31, 2014, Suzanne Brownrigg sent Mr. Adams a letter stating "Because  
14 you failed to meet the 5 day timeframe allowed requesting stage 2, your grievance is hereby  
15 considered closed." Ms. Brownrigg appeared to calculate Mr. Adams's response deadline based  
16 on "calendar" days; rather than Working or Business days without notifying him of the way the  
17 days were counted. *See* Attachment #6.

## 18 V. CLAIMS

19 26. Article IX of the NIT Constitution specifically incorporates the Indian Civil Rights  
20 Act (ICRA) of 1968 into its Bill of Rights. The NIT Bill of Rights and the ICRA are, therefore,  
21 applicable Tribal and Federal law to the Nooksack Indian Tribe. Section 8 of the ICRA states,  
22 "No Indian Tribe in exercising powers of self-government shall . . . deny any person within its  
23 jurisdiction the equal protection of its laws or deprive any person of liberty or property."

1 Defendants violated Mr. Adams's procedural due process under Article IX of the NIT  
2 Constitution and the Indian Civil Rights Act of 1968 by failing to provide Mr. Adams a  
3 Grievance Review Board Hearing, depriving him of his fundamental property right to his job and  
4 denying him the opportunity to present evidence as to why his dismissal was improper.

5 27. Mr. Adams procedural due process rights were violated by Defendants' failure to  
6 provide uniform timeframes to both parties, whereby Defendants interpreted time periods for  
7 appealing and responding by counting only workdays to themselves and calendar days to  
8 Mr. Adams.

9 28. Mr. Adams's substantive due process rights were violated by Defendants depriving  
10 Mr. Adams his property right to his job.

11 29. Mr. Adams's "Equal Opportunity" rights were violated by Defendants depriving him  
12 of his right to a Grievance Review Board.

13 30. Mr. Adams's "Indian Preference" rights were violated by Defendants when he is an  
14 enrolled Nooksack member, who possesses the maximum job qualifications of the job he was  
15 involuntarily terminated from.

16 31. Mr. Adams and other NIT Tribal Members will continue to be denied their  
17 fundamental rights to employment, compensation and due process rights to a hearing if these  
18 unlawful actions of Defendants are not declared to be unlawful and in violation of Article IX of  
19 the Nooksack Indian Tribe's Constitution Bill of Rights, the ICRA, the Nooksack Indian Tribe's  
20 Personnel Policy Manual and the NIT Indian Preference Policy.

## 21 VI. REQUEST FOR RELIEF

22 Plaintiff, George Adams, respectfully prays that the Court grant the following declaratory and  
23 injunctive and prospective equitable relief:



1 32. Declare Defendants' actions to be unlawful and in violation of Article IX of the NIT  
2 Constitution, the Indian Civil Rights Act and the NIT Personnel Manual Policy.

3 33. Enter an injunction requiring Defendants to grant Mr. Adams a fair and equitable  
4 hearing where he may have his procedural and substantive due process rights fulfilled, allowing  
5 his attorney to address complex substantive issues for Mr. Adams.

6 34. Enter a Judgment for prospective injunctive and equitable relief to enjoin the  
7 Defendants from applying the unequitable and inconsistent timeframes in the grievance  
8 procedures of the Personnel Policy Manual.


9 35. Enter a Judgment to immediately and permanently enjoin the Defendants from  
10 utilizing Mr. Adams name, education, credentials and expertise of the Lhéchalosem Dialect and  
11 Language in perpetuity to receive funding from the Bill & Melinda Gates Foundation.

12 36. Enter a Judgment for prospective injunctive and equitable relief to enjoin the  
13 Defendants from terminating employees by using the illogical and unlawful "at will" nature of  
14 NIT employment in the NIT Personnel Policy Manual that violates the NIT Constitution, the  
15 Indian Civil Rights Act and Tribal Law of the Nooksack Indian Tribe and declare "at-will"  
16 nature of employment in the manual null and void.

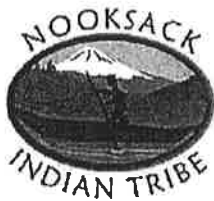
17 37. Grant such other and further relief as the Court may deem just and proper.

18  
19 DATED this 2<sup>nd</sup> day of May 2014.

20  
21 NORTHWEST JUSTICE PROJECT

22   
23 Millie A Kennedy, WSBA # 32436  
24 Attorney for Plaintiff

**ATTACHMENT #1**



# NOOKSACK INDIAN TRIBE

5016 Deming Road • P.O. Box 157 • Deming, WA 98244

Administration: (360)592-5176 • Fax: (360) 592-2125

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Date: March 12, 2014

To: George Adams, Education

From: Katherine Canete, General Manager

Re: Employment Separation - Effective Immediately

As of the date of this notice, your employment with the Nooksack Indian Tribe is terminated effective immediately. Employees of the Nooksack Indian Tribe are not promised continued employment and therefore employment with the Tribe is "at will." See Nooksack Indian Tribe Personnel Policy Manual Sections 1.1, 6.1 and 10. The employment relationship may be terminated by employee or employer for any reason.

Please immediately return the any NIT equipment/keys, tribal credit/debit card(s), pincodes/passwords/etc., cell phone, company vehicles and keys thereto, laptops, camera, work materials and any other company property issued to you. Failure to return any such property will result in the cost of replacing the items being deducted from your final paycheck.

You will be paid for any accrued annual leave/comp time hours due and payable on your next regularly scheduled paycheck. Some other benefits may be continued at your expense if you so choose. The HR Department will notify you of any such benefits and the terms, conditions, and limitation of such coverage.

Pursuant to the Personnel Manual Section 7.6, you may grieve this action by filing a notice of appeal within three (3) business days after the effective date of the action. Your grievance must be in writing and must set forth the reason why you believe the action is thought to be improper. Your grievance, if any, must be filed with the HR Department. Should you have any further questions, please contact the Nooksack Tribes Human Resources office at (360) 592-5176 and consult your Personnel Policy Manual.

Katherine Canete, General Manager  
Nooksack Indian Tribe

Cc: Suzanne Brownrigg, Human Resource Department Director



<b>Number:</b> 7-7.6	<b>Subject:</b> Grievance
<b>Authorizing Body:</b> Council	<b>Responsible Dept.:</b> Human Resources
<b>Date Issued:</b> 12-1-2011	<b>Last Update:</b>

**PURPOSE:**

To provide a grievance process for employee's who have been involuntary terminated or suspended from duty and believe the Personnel Policy guidelines were not followed in that action.

**SCOPE AND APPLICABILITY:**

This procedure applies to regular full-time and regular part-time employees of the Nooksack Indian Tribe (NIT) who have been terminated or suspended from duty.

**DEFINITIONS:**

**Grievant** means the employee who has been terminated or suspended from duty

**Regular Full-Time Employee** means an employee hired for an indefinite period in a position for which the normal work schedule is 32 or more hours per workweek. A regular full time employee has completed their initial introductory period and is eligible for full employee benefits

**Regular Part-Time Employee** means an employee hired for an indefinite period in a position for which their normal work schedule is 20-31 hours per workweek. Regular part time employees have completed their initial introductory period and are eligible for a prorated leave (annual/sick) benefit

**Suspension** means the placing of an employee on involuntary leave as a disciplinary measure or when an employee's presence would be disruptive to the functioning of the workplace and/or their presence would impair the department's ability to function.

**Terminated** means the involuntary end of employment with the NIT

**Timeframes** means the stated day(s) and time an employee has to start or proceed with a grievance.

## **PROCEDURES:**

The grievance procedures may be used to resolve grievances relating to involuntary termination of employment or suspension from duty. Supervisors receiving a grievance shall immediately notify the Human Resources Department (HRD) and forward any documentation accompanying the grievance to the HRD.

The Grievant is responsible for ensuring:

1. That all timeframes are met. If the grieving individual fails to submit their grievance on time (within stated days and time), the grievance will end, or the grievance will not be allowed.
  - a. That all written documentation is attached at each stage of a grievance, including any documentation from the previous grievance stage(s) (including, the dates and action(s)/decision made at each stage, etc).

A written decision is required at each stage of the grievance process. Written decisions resulting from the grievance process shall not create binding precedent for future grievances.

### **A. Grievances Involving Involuntary Termination or Suspension**

#### Stage 1

An employee who has been terminated from employment or placed on suspension must first submit a written request to the Human Resources Director (HRD) requesting that the decision to terminate/suspend be withdrawn.

The request must include

1. All documents received at time of termination/suspension
2. The reason why they feel termination/suspension was not within the guidelines of the personnel manual.
3. The written request shall be submitted to the HRD within three (3) working days from the date the grievant was terminated/suspended.

Upon receipt of a written grievance request (Stage 1) the HR Director shall forward all documentation received to the grievant's immediate supervisor/program manager and director.

The Supervisor, Program Manager, and Director shall:

1. review and discuss the grievant's written documentation submitted
2. determine if the action should be reversed or upheld
3. A written decision shall be submitted to the HRD within ten (10) working days of receiving the grievances documentation
4. The Human Resources Department will contact the grievant within three (3) working days that a decision has been made. The date the Human Resources Department contacts or attempts to contact (message(s) left) the grieving party will be considered the date of completion of Stage 1. The leaving of voice messages or email at the grievant's designated number or email address, shall suffice as proper notification
5. Upon completions of the above step any further actions would move the grievance into stage 2

#### Stage 2

If no written decision has been received within the required timeframe, then the grievance shall

be upheld and the grieving employee shall be returned to work and compensated for any time loss during the grievance process. Time loss will be for the hours the grievant would have normally worked.

If the grievant is not satisfied with the decision in Stage 1, they may initiate Stage 2 of the grievance process within five (5) days of receiving notification of the outcome of Stage 1.

To initiate a Stage 2 grievance, the grievant shall submit to the HRD a request for a Stage 2 grievance statement containing why they feel there need for further considerations.

After receipt of the Stage 2 grievance, the HR Director shall convene a Grievance Review Board (GRB) who shall (see GRB Composition below):

1. Hold a hearing with all parties involved within 15 days of the HR Director's receipt of the Stage 2 grievance. The grievant may have an individual attend the hearing with them however; the attendee may not participate in the hearing.
2. The GRB will receive, review, and consider all previous documents and additional documents submitted by the grievant or staff, and any oral comments made by authorized involved parties relating to the grievance.
3. The GRB will meet privately to discuss all materials submitted and come to a consensus as to a finding.
4. The GRB shall issue a written recommendation within five (5) days containing findings of fact, conclusions, and recommended actions to the Government Services Executive (GSE).

If the Government Service Executive is the subject of, or otherwise involved with the substance of the grievance, an alternate shall be appointed by the Human Resources Director.

The Government Services Executive or appointed alternate shall:

1. Issue a final written notification to all involved parties within ten (10) days of receiving the GRB's recommendation.
2. If the Government Services Executive/Alternate disagrees with the Board's recommendation
  - a. The GRB shall meet with the Government Services Executive within two (2) working days to discuss the matter further
  - b. Within eight (8) working days of this meeting, the Government Services Executive/Alternate shall issue a final written notice to all involved parties.

There shall be no appeal of the final decision made by the Government Services Executive or Alternate.

#### **Grievance Review Board (GRB) Composition**

The Grievance Review Board shall consist of three (3) designated people:

Member 1 - The Human Resources Director or HR Designee. This person will serve as the Chair of the GRB. The only reason the Human Resources Director would not be a member is if the Human Resources Department or an employee of the Human Resources Department is the subject of the grievance, or if the grievant is a family member as defined in the Personnel Policy Manual's under Section 3.11 Nepotism. If the Human Resources Director cannot serve then an alternative shall be appointed by the GSE.

Member 2 - An NIT Department Director (All - Directors will serve on the Grievance Review Board on a rotating basis, and it will be the responsibility of the HRD to maintain the Director rotation list for serving on the GSB). The Director chosen cannot be from the same department as the grievant or if the grievant is a family member as defined in the Personnel Policy Manual's under Section 3.11 Nepotism.

Nooksack Tribal Council Members who are Directors shall not serve on the GRB in order to avoid any appearance of political involvement.

Member 3 - The HRD shall randomly select a NIT employee. The employee chosen cannot be from the same department as the grievant or if the grievant is a family member as defined in the Personnel Policy Manual's under Section 3.11 Nepotism.

**SIGNATURE AUTHORITY HIERARCHY:**

**RELATED POLICIES AND FORMS:**

Personnel Policy Manual Section 3.11 Nepotism  
Personnel Policy Manual Section 7.6 Grievance

## ATTACHMENT #2



GEORGE O. ADAMS

7098 mission Rd. #4, Everson, WA 98247 | 360.510.6933 | o\_ish\_now\_n\_net@hotmail.com

Monday, March 17, 2014

03-17-14P04:45 RCVD

**Susanne Brownrigg**

HR

Nooksack Indian Tribe  
5016 Deming Rd./PO Box 157  
Deming, WA 98244

RE: unjust termination of B&MG Foundation, Lhéchalosem Teacher

Dear Susanne Brownrigg:

I received a letter dated, March 12, 2014 at 6:00pm from Katherine Canete, GM and Tribal Council, served to me by the Nooksack Law Enforcement. I asked law enforcement it was a warrant, they replied 'no.'

- The letter was served with the utilization of law enforcement resources for intimidation and harassment purposes; and,
- The letter did not follow proper protocols of the *personnel policy* and did not secure my *due process* for my protection under the Nooksack Constitution and ICRA 1968; and,
- Funding by Bill and Melinda Gates Foundation in which funds are available still available, as noted by phone call with Donia Edwards, direct supervisor; and,
- Job performance was not an issue as per phone call with Donia Edwards, direct supervisor.

Therefore, I'm seeking remedy for this termination due to the fact that it was a *political act* under the guise of "at will" and my rights were violated and harm was caused by this "at will" termination.

If you have questions, please call me at 360.510.6933. I look forward to a hearing on this matter soon.

Sincerely,



GEORGE O. ADAMS

## ATTACHMENT #3



# Nooksack Indian Tribe

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March 18, 2014

George Adams  
7098 Mission Road #4  
Everson, WA 98247

Dear Mr. Adams:

On March 17, 2014, we received your written grievance of the decision to terminate your employment. In your grievance, you indicate that your termination was not "at-will" but a "political act."

We reviewed your grievance and find no basis to overturn or otherwise withdraw the decision to terminate your employment. Pursuant to the Nooksack Indian Tribe's Personnel Manual, the employment relationship may be terminated at any time for any reason. You were notified that the basis for your employment termination was at-will and have provided no evidence to the contrary. Therefore, the decision is upheld.

To date, you have yet to return all of the Nooksack equipment provided to you during your employment with the Tribe. Please make immediate arrangements for the return of this equipment. In addition, you had many personal items left in your office at the time of the decision to terminate. Please be advised that these items will be boxed and made available at the Tribe's Human Resources Department for your pick-up.

Sincerely yours,

Donia Edwards, MEd.  
Education Director

Cc: Suzanne Brownrigg, Human Resources

## ATTACHMENT #4

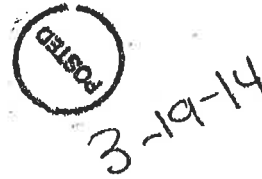


## Nooksack Indian Tribe Job Announcement

**POSITION OPENING DATE: 3-19-14**

**POSITION CLOSING DATE: 3-26-14**

Job Title: Language Culture Preservation Teacher  
Department: Education  
Reports To: Education Director  
Job Status: Non-Exempt  
Type: Full Time  
Grade: I



### **JOB SUMMARY:**

Under the direction of the Education Director and assistance from the cultural Resources Director the incumbent will specifically focus on the preservation of the Nooksack Language and Culture. The activities and duties shall include curriculum and development for various age levels learning, recording, and teaching the Nooksack language and organizing cultural information and activities for the Nooksack Tribal Community (including mapping, oral history projects-transcriptions, site exploration, and photography, archival of cultural documents).

### **MAJOR TASKS AND RESPONSIBILITIES:**

1. Working with Tribal Elders and Tribal members, interviewing, recording and transcribing oral history tapes.
2. Assists the Cultural Resources Department in the research of history, culture, traditions, language and other activities for the Nooksack Tribes' preservation efforts.
3. Develop weekly/month/annual lesson plans.
4. Performs photography research and inventories various cultural resources.
5. Develops curriculum and teaches the youth, Tribal members and staff, the Nooksack language and cultural preservation.
6. Researches, designs, develop, and implement a Tribal Youth Language/Culture Program with measurable outcomes for promoting the Nooksack Language and culture.
7. Organizes, recruits, trains and advises Youth, Parent and Elder groups with the objective of energizing youth involvement in future Tribal projects, leadership development, language and cultural preservation.
8. Coordinates and implements events and activities for youth that support development of youth leadership skills, teaching of the Nooksack language, provision of the cultural education and spiritual understanding.
9. Develops networking and collaborative relationships with community agencies and organizations, Tribal groups, area schools and colleges, and staff that promote the Nooksack Language and Cultural preservation.
10. Researches and recommends the purchase of software and implements the software that will enhance language curriculum (media players, recordings, scanners, etc.).

11. Assist in the Tribal wide immersing of the Nooksack Language in all areas of the community (e.g. developing and displaying language signs with names of common items located in various areas for example: (Time (in Nooksack)/clock (in English)).
12. Responsible for monitoring budgets, expenditures and ensuring compliance with applicable funding as well as providing writing reporting on the progress of all activities.

**OTHER DUTIES:**

Because of the Tribe's commitment to community service and the well-being of its members, each employee may be expected to perform a wide range of office and field duties from time to time. Such duties may or may not be related to regular responsibilities.

**PREFERENCE:**

Indian Preference Policy applies to this and all positions with the Nooksack Indian Tribe.

**MINIMUM QUALIFICATIONS**

**The following qualifications are required in order to be considered for the position.**

- Must have and maintain throughout employment valid First Aid, CPR and Blood Borne Pathogens certifications at time of hire or within 30 days of employment.
- Must have and maintain throughout employment a valid Washington State Driver's License and meet the insurability requirements of the Tribe.

**REQUIRED EDUCATION, EXPERIENCE AND TRAINING FOR POSITION:**

- Bachelor's degree in Education and Teaching Certification.
- or
- Have at least 8 years of speaking and teaching Tribal language and be fluent in speaking and writing the Nooksack Language.

**REQUIRED SKILLS/KNOWLEDGE/ABILITIES FOR POSITION:**

- Extensive knowledge of the Nooksack Culture, language and protocols.
- Experience in the developing and implementing language curriculum at various education levels.
- Must have understanding of filing of records for maintenance and archival storage.
- Must have excellent oral and written communication skills and the ability to collaborate and partner with local school districts, the greater community on the local, state and national level to revitalize and preserve our Tribal language and culture.
- Skilled in prioritizing and assigning work; preparing reports; adapting instruction to meet individual needs; speaking in public; instructing learners, implementing course material, and maintaining cohesive multi-level group dynamics.
- Must have a clear understanding and ability to teach Tribal sovereignty and culture sensitivity.
- Ability to design and develop curriculum and lesson plans, provide academic advising, consulting with students regarding academic success, evaluate student performance, build community relations, incorporate a variety of teaching methodologies.
- Must have intermediate computer skills specifically in Microsoft Word, Excel, Power Point, Access and Outlook programs.
- Must be familiar with policy analysis including HB 1495 and work with other educators to immerse Nooksack Tribal history into the school systems.
- Ability to maintain detailed and accurate records and preparing reports.

**REQUIRED CONDITIONS OF EMPLOYMENT:**

- Must pass alcohol/drug test at time of hire and periodically throughout employment.
- Must pass criminal background check at time of hire and periodically thereafter.

**PHYSICAL REQUIREMENTS** (*The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.*):

- Position will require primarily local travel to various school districts and Tribal communities.
- Work is performed indoors in a climate controlled office environment.
- Position will frequently use computer for extended periods of time on a daily basis; frequently use of fingers, arms, and hands.
- Requires frequent need to hear, see, speak, and feel reach and repetitive motions.
- Requires sitting or standing for long periods.
- The position requires exerting up to 40 pounds of force in order to lift, carry, pull or remove objects.

**DESIRED SKILLS/KNOWLEDGE/ABILITIES:** The following qualifications are preferred/helpful for this position:

- Knowledge of automated information systems and the application of specialized program-specific software.

To Apply: Obtain an NIT employment application by going to the career site at: [www.nooksacktribe.org](http://www.nooksacktribe.org). Print application, complete and forward with resume to Nooksack Indian Tribe, 5016 Deming Road, Deming, WA 98244 or fax to 360-592-2125. Application materials must be received in Human Resources by 5:00 pm on the closing date to be considered for this position.

If you are claiming Indian Preference, you must submit proof of enrollment in a federally recognized Tribe (Tribal ID) with your application.

## ATTACHMENT #5



Received 3/27/2014  
2:41:20pm  
SB

GEORGE O. ADAMS  
7098 mission Rd. #4, Everson, WA 98247 | 360.510.6933 | o\_ish\_now\_n\_net@hotmail.com

THURS 27  
Monday, March 27, 2014

03-17-14 P04:45 RCVD

Susanne Brownrigg  
HR  
Nooksack Indian Tribe  
5016 Deming Rd./PO Box 157  
Deming, WA 98244

RE: unjust termination of B&MG Foundation, Lhéchalosém Teacher

Dear Susanne Brownrigg: I'm requesting that you convene a 'grievance review board' hearing regarding my termination.

~~I received a letter dated, March 12, 2014 at 6:00pm from Katherine Canete, GM and Tribal Council, served to me by the Nooksack Law Enforcement. I asked law enforcement it was a warrant, they replied no.~~

- ~~The letter was served with the utilization of law enforcement resources for intimidation and harassment purposes; and,~~
- ~~The letter did not follow proper protocols of the personnel policy and did not secure my due process for my protection under the Nooksack Constitution and ICRA 1968; and,~~
- Funding by Bill and Melinda Gates Foundation in which funds are available still available, as noted by phone call with Donia Edwards, direct supervisor; and,
- Job performance was not an issue as per phone call with Donia Edwards, direct supervisor.

Therefore, I'm seeking remedy for this termination due to the fact that it was a political act under the guise of "at will" and my rights were violated and harm was caused by this "at will" termination.

If you have questions, please call me at 360.510.6933. I look forward to a hearing on this matter soon.

Sincerely,



GEORGE O. ADAMS



## ATTACHMENT #6



# NOOKSACK INDIAN TRIBE

5016 Deming Road • P.O. Box 157 • Deming, WA 98244  
Administration: (360)592-5176 • Fax: (360) 592-2125

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March 31, 2014

George Adams  
7098 Mission Road #4  
Everson, WA 98247

Dear Mr Adams:

A decision on your Stage One grievance was sent to you on March 19, 2014. We show that the post office tried to deliver to you on March 20, 2014 and that you have not responded to their request to pick it up at the post office. You had 5 days from the 20<sup>th</sup> to file a request for Stage 2.

Because you failed to meet the 5 day timeframe allowed requesting stage 2, your grievance is hereby considered closed.

If you have any questions, please contact me at 360-592-5176.

Sincerely



Suzanne Brownrigg