

**LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS  
LEGISLATIVE BRANCH TRAVEL and REIMBURSEMENT POLICY**

**Section 1. PURPOSE**

The purpose of this policy is to establish a Travel and Reimbursement Policy for reasonable and necessary travel that is required for the Legislative Branch. This policy includes travel authorization and approval; travel advance; reimbursement procedures; and travel reporting. This policy does not apply to independent contractors that provide services to or for the Legislative branch.

**Section 2. POLICY**

- a. In accordance with Waganakising Odawak Statute, Constitutionally Mandated Compensation, Tribal Councilor may be paid in advance or reimbursed for travel at the same rate as allowable for employees.
- b. Approved travel will be paid in advance or reimbursed at the same rate as set by the General Services Administration (GSA).
- c. Payment of travel listed in this policy shall be contingent upon budget and funding availability.
- d. Employees and Tribal Councilors shall receive a copy of this Policy, for which they shall read and sign indicating that they understand and agree to the terms and conditions of this policy.

**Section 3. DEFINITIONS**

- a. *“Appropriate Authorized Signatory”* means the following positions: Legislative Office Manager, General Counsel, Tribal Council Officer or any position that has the authority to approved travel of direct reports. The Legislative Office Manager and/or Tribal Council Officers shall be the *Appropriate Authorized Signatory* for Tribal Councilors who are travelling.

- b. “*Direct Report*” means an employee whose position at work is directly below that of another person, and who is managed by that person.
- c. “*General Services Administration (GSA)*” an independent agency of the United States government, established to help manage and support the basic functioning of federal agencies and can be found at <https://www.gsa.gov>
- d. “*Immediate Family Member*” means wife, husband, son, daughter, mother, father, brother, sister, step-mother, step-father, step-brother, step-sister, father-in-law, mother-in-law, child and step-child, grandmother, grandfather, brother-in-law and sister-in-law. This shall include person(s) whose relationship with the Traveler is similar to that of a spouse.
- e. “*Mileage*” means a fixed rate per mile as set forth by the General Service Administration (GSA).
- f. “*Per diem*” means the daily rate amount for meal and incidental as set forth by the General Services Administration (GSA).
- g. “*Staff*” means the Legislative office staff.
- h. “*Travel Advance payment*” means the monies paid to the Traveler based on anticipated expenses of mileage, per diem, luggage expense, bridge fare, and other known allowable expenses.
- i. “*Tribal Council Officers*” means the Legislative Leader, Treasurer and Secretary of Tribal Council.
- j. “*Reimbursement*” means the monies paid to the Traveler after the completion of travel for allowable expenses as indicated in the *Travel Closeout* form.

#### **Section 4. TRAVEL AUTHORIZATION**

- a. All travel for Tribal Council shall be approved by motion. The names of the Councilors shall be included in the motion, but no more than three (3) Councilors will be able to attend the

same training, event or function, unless the travel is local/or in-state, there is minimal cost for attendance and there are funds available for the travel. When multiple Travelers attend the same event, carpooling shall be utilized, if practical.

b. The Legislative Office Manager, General Counsel, and any of the Tribal Council Officers shall be the Appropriate Authorized Signatory on all applicable travel forms (i.e. Travel Authorization, Airfare, Lodging, Closeout, etc.) for the Legislative Branch. No individual may approve his or her own travel or reimbursement.

c. LTBB Accounting Department shall process and remit payment of travel advances and/or reimbursements of travel expenses to the Legislative Office for distribution to the Traveler in accordance with this Policy.

#### **Section 5. LOCAL MILEAGE FOR EMPLOYEES**

a. Employees shall be reimbursed for local miles that are incurred while using their personal vehicle to conduct official business at the fixed rate as set by the General Services Administration (GSA).

b. Employees shall not be paid or reimbursed for mileage for travel to and from home to the workplace.

#### **Section 6. LOCAL MILEAGE FOR TRIBAL COUNCILORS**

Tribal Councilors, who travel to and from their home to Tribal Council meetings/Committee meetings and other Tribal Council business, do not qualify for mileage, unless the mileage is more than 50 miles each way. Reimbursement may be allowed at the fixed rate as set by the General Services Administration (GSA).

#### **Section 7. TRAVELER RESPONSIBILITY**

a. Tribal Councilors shall notify the Legislative Office staff of a training, meeting, or event, that they wish to attend and shall request that event be placed on the next meeting agenda for

approval. If there is an immediate need, then the Councilor may request the Legislative Leader to approve the request by phone poll.

b. Employees, who are traveling, shall submit travel requests to the Appropriate Authorized Signatory for approval.

c. It is the responsibility of the Traveler to ensure that the *Travel Requisition* and *Travel Advance/ Closeout* forms are completed, signed and submitted in a timely manner, preferably twenty-one (21) days prior to date of travel and seven (7) days upon return from travel. An Agenda or other form(s) of documentation of event must accompany the Travel forms.

d. Every Traveler shall sign a "Payroll Deduction Authorization for Travel Advanced" form prior to receiving a *Travel Advance payment*.

e. It is the Traveler's responsibility to complete a *Travel Closeout* form within seven (7) days of returning from travel. The *Travel Closeout* form must include receipts for hotel/lodging, airport luggage fees, transportation, car rental, fuel costs, bridge fare, any other allowable travel expense, including a reimbursement of any funds if there was an overpayment from the *Travel Advance payment*.

f. Travelers will be responsible for excess costs and additional expenses incurred to accommodate personal preferences.

g. Staff is only responsible to make travel arrangements for persons traveling under the authority of the Legislative Branch. All other Traveler's, family members' or companions' travel arrangements shall be the responsibility of the Traveler.

h. If the Traveler requires different lodging or travel arrangements due to unforeseen or unplanned circumstances, the Traveler must make every effort for pre-authorization by contacting the Legislative Office or the Purchasing/Travel Department of the LTBB Government offices.

i. If a Traveler requires a change in their travel plans for reasons of a personal nature, then they must notify the Legislative Office Manager or Appropriate Authorized Signatory

immediately. Any charges that are incurred, will be the responsibility of the Traveler with the exception of emergencies. Emergencies are defined as follows: sickness of the Traveler, sickness of a Traveler's child, hospitalization of the Traveler or an immediate family member, or death in the Traveler's immediate family. All other exceptions must be approved by Tribal Council motion.

j. Travelers must keep accurate records including receipts for all allowable out-of-pocket expenses.

k. If a new Traveler will be replacing the original Traveler, a new travel requisition (with documentation) will be required; the new Traveler cannot use the same travel requisition of the previous Traveler.

#### **Section 8. STAFF RESPONSIBILITY**

a. Staff shall ensure that Tribal Council training, meeting or events are placed on the agenda for approval.

b. Staff shall ensure that all travel forms for approved Travelers are complete and shall submit the *Travel Advance/Closeout form* to the Accounting Department in a timely manner. In the event that the Traveler has an unresolved *Closeout* form, any new travel advance shall be withheld, until such time that the unresolved *Closeout* form is rectified. (See Recovery)

c. Reservations for transportation (i.e. airfare, rail, car rental, etc.) hotel lodging, and conference fees will be completed by the Staff.

d. Staff will forward the *Travel Closeout* Form, including reimbursement of funds from any overpayment, to the Accounting Department.

e. The Staff shall ensure that the proper forms are completed correctly, contain the appropriate authorized signatory, and document any changes/cancellation made by the Traveler.

#### **Section 9. EXPENSE GUIDELINES**

- a. Air Travel - Staff shall book only economy or coach class seats. Those desiring upgraded accommodations on a commercial carrier may obtain them personally and are responsible for any additional charges that may occur as a result of the upgrade.
- b. Lodging - Arrangements are to be based on value and suitability. When attending a training, meeting, or event, Staff shall reserve a room at the hotel where the training, meeting, or event is taking place, if available and the costs are reasonable. If the training, meeting, or event hotel is not available or the cost are not reasonable, then staff will make room reservations at the nearest hotel to the training, meeting, or event. It is the responsibility of the Traveler to attach a hotel receipt or folio to the *Travel Closeout*.
- c. Use of computers, printers, fax machines, scanners and internet use for work related purposes may be charged to the Tribal credit card.
- d. Use of the tribal credit card for room services, in-room movies and any other incidental charges are not allowed. If such charges appear on the tribal credit card, the Traveler shall be held responsible for the costs incurred.
- e. If a meal is included in a training, meeting, or event registration fee or indicated on the training, meeting, or event agenda, that meal(s) will be deducted from the *Travel Advance* based on the current rates as provided by the GSA.
- f. If during the course of travel, a meal is otherwise provided, the per diem allowance for that meal will be deducted from the *Travel Closeout*.
- g. A Traveler may decline a meal but must provide a receipt of the substituted meal, in order to claim that expense as part of the per diem on the *Travel Closeout*.
- h. Vehicle Use. When multiple Travelers attend the same event, carpooling shall be utilized unless special circumstances are presented. This includes travel between airports, hotels, and events.
- i. Any Traveler who is driving shall have a valid driver's license.

j. Personal Vehicle. Travelers should use LTBB owned/leased vehicles first, if available. If the Traveler uses an LTBB Owned/leased vehicle, the Traveler must be insurable in accordance with Section 10. Uninsurable Driver. If the Traveler uses their own vehicle, mileage will be paid at the fixed rate as set by the General Services Administration (GSA).

k. Travelers may use their own vehicle in lieu of air travel. To determine the amount of mileage that will be compensated, a cost comparison of a (14) day-advance airfare ticket will be used. Whichever is lesser, between airfare or the actual mileage, will be the amount of the cost covered.

l. Travelers may rent a vehicle for travel in lieu of using their personal vehicle.

m. Travelers may rent a vehicle at the Traveler's destination, provided that the car rental is more cost effective than other modes of transportation.

n. If Travelers are renting a vehicle, the vehicle classification shall be reasonable with consideration of economy and safety, unless medical reasons prevent from doing otherwise. The Traveler who is driving shall have a valid driver's license and car rental insurance shall be purchased by LTBB. The Traveler is responsible to report to the LTBB Safety Officer any claims for damages to the rental vehicle.

o. Other methods of travel for business purposes shall be at the discretion of the *Appropriate Authorized Signatory*.

p. Shuttle services, if advantageous, will be the first option in ground transportation when traveling to and from training, meeting, or event, airport or hotel.

q. Taxi Service or other transportation services will be allowed if shuttle services are not available or if meals are not available at the Traveler's location, or lodging.

#### **Section 10. UNINSURABLE DRIVER**

a. If any of the following occur within the previous five-year period, then the Driver is not insurable under the Tribe's insurance and is not allowed or authorized to drive on behalf of the

Tribe or tribal business.

1. Two or more suspensions with reinstatements
2. Two or more at fault accidents
3. Three or more moving violations
4. Any combination of three or more moving violations, at fault accidents and suspensions with reinstatements

b. If any of the following traffic violations occur within the previous five-year period, then the Driver is not insurable under the Tribe's insurance and is not allowed or authorized to drive on behalf of the Tribe or tribal business.

1. Operating under the influence of intoxicant or controlled substance (DUI) (DWI)
2. Failure to stop & report when involved in an accident that resulted in bodily injury to any person
3. Vehicular homicide, manslaughter or assault
4. Operating a vehicle during license revocation or suspension
5. Operating a vehicle without the permission of the owner
6. Operating a vehicle while used in commission of a felony
7. Racing or speed contest
8. Attempting to elude a police officer
9. Youthful (underage) passenger with open container



10. Reckless or careless driving
11. Driving on wrong side of highway
12. Hit and run

c. If any of the following occur within the previous three-year period, then the Driver is not insurable under the Tribe's insurance and is not allowed or authorized to drive on behalf of the Tribe or tribal business.

1. Suspended, denied or revoked driver's license.

**Section 11. REIMBURSABLE EXPENSES (WITH ORIGINAL RECEIPTS):**

a. The following are reimbursable expenses with proper documentation:

1. Dry Cleaning, laundry and pressing of clothing. Traveler must incur a minimum of four (4) consecutive nights lodging on official travel to qualify for this reimbursement.
2. Business calls while on travel.
3. Shipping charges for display materials.
4. Baggage.
5. Use of computers, printers, faxing machines, scanners and internet use for business purposes.
6. Tips for transportation services, or shuttles.
7. Valet or any other necessary parking.
8. Bridge and toll fares.

9. Fuel for rental vehicles.

b. If a 3<sup>rd</sup> party is paying for the Traveler's travel, then the Traveler's reimbursement shall be paid by the 3<sup>rd</sup> party.

**Section 12. NON-REIMBURSABLE EXPENSES:**

a. The following are NOT reimbursable expenses:

1. Tips to porters, baggage carriers, bellhops, hotel maid service or meals. (Part of the per diem).

2. Airline upgrades.

3. Costs incurred by Traveler's failure to contact the *Appropriate Authorized Signatory* to cancel travel or hotel reservations in a timely fashion.

4. Personal entertainment expenses, including in-flight movies, headsets, health club facilities, hotel pay-per-view movies, in-theater movies, social activities and related incidental costs.

5. Additional costs for travel, lodging, meal or other travel expenses for spouses or other family members.

6. Charges incurred from damage to property that are not covered by car rental insurance.

**Section 13. RECOVERY**

a. Any future travel advances will be withheld until outstanding *Closeout* forms are completed.

b. If a Traveler is unable to produce an original receipt, in limited situations, an affidavit may be accepted in lieu of the original receipt, and must be approved by Appropriate Authorized Signatory.

c. If the *Closeout* form has been completed and it has been determined by the Accounting Department and verified by the Appropriate Authorized Signatory that overpayment was made to the Traveler in the issuance of a *Travel Advance*, then the Traveler shall submit the overpayment with the *Closeout* form, or failure to do so will result in a deduction from the Traveler's paycheck(s) as noted on the *Payroll Deduction Authorization for Travel Advance* form.

#### Section 14. TRAVEL REPORTS

a. All written travel reports generally will include the following information:

1. Date of travel
2. Location of travel
3. Purpose of travel
4. Summary of training, meeting, or event
5. Benefit to the Tribe

b. Legislative Branch employees must submit a written travel report to Appropriate Authorized Signatory, within seven (7) days upon return from travel, and will not be posted to the Legislative Branch website.

c. Tribal Councilors must submit a complete written travel report prior to or concurrently with the *Closeout* form.

d. At the next Regularly Scheduled Tribal Council meeting that the Tribal Councilor is in attendance, the Tribal Councilor must give a verbal and written travel report.

e. If a Tribal Councilor fails to present either a written or verbal report, this failure of action shall constitute an automatic denial for any subsequent travel until the written and verbal report is submitted and presented to the Legislative Branch/Tribal Council.

f. All Tribal Council written travel reports shall be posted to the Legislative Branch website.

- g. Close out form shall not be processed by Legislative staff until the written report is submitted.
- h. Travel Reports are NOT forwarded to the accounting office.

**Section 15. EFFECTIVE DATE**

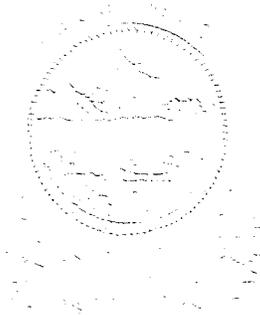
This policy will take effect immediately upon Tribal Council approval.

**Section 16. AMENDMENT**

Little Traverse Bay Bands of Odawa Indians Legislative Travel Procedures Policy shall be updated at the discretion of the LTBB Tribal Council to meet the Legislative Branch business needs. All amendments to this policy shall be approved by Tribal Council motion.

This Policy was approved by Tribal Council on:

Tamara Kiogima      04-07-18  
Tamara Kiogima, Tribal Council Secretary      Date



Secretary Kiogima TK

**TRIBAL COUNCIL/EMPLOYEE ACKNOWLEDGEMENT FORM**

This Policy provides important information and I understand that I should consult my Supervisor, regarding any questions to this Policy.

Since the information described here is subject to change, I acknowledge that revisions to the Policy may occur and that such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies.

I have received the Policy, and I understand that it is my responsibility to read and comply with the policy and any revisions made to it.

\_\_\_\_\_  
Tribal Council/Employee Signature

\_\_\_\_\_  
(Print) Tribal Council/Employee Name

\_\_\_\_\_  
Date