

RESOLUTION OF THE GOVERNING BODY OF
THE THREE AFFILIATED TRIBES OF THE
FORT BERTHOLD INDIAN RESERVATION

WHEREAS, This Nation, having accepted the Indian Reorganization Act of June 18, 1934, and the authority under said Act; and

WHEREAS, The Constitution of the Three Affiliated Tribes generally authorizes and empowers the Tribal Business Council to engage in activities on behalf of and in the interest of the welfare and benefit of the Tribes and of the enrolled members thereof; and

WHEREAS, The Tribal Business Council hired Stephen H. Francis as the Tribal Comptroller, whose employment commenced on July 23, 1984; and

WHEREAS, The Tribal Business Council directed the Executive Committee to negotiate the employment contract for Stephen H. Francis; and

WHEREAS, after holding two formal meetings, the Executive Committee has completed negotiating the employment contract for Stephen H. Francis; and

NOW, THEREFORE, BE IT RESOLVED, that the Tribal Business Council hereby approves the employment contract for Stephen H. Francis as negotiated by the Executive Committee, a copy of which is attached.

C E R T I F I C A T I O N

I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Ft. Berthold Reservation, hereby certify that the Tribal Business Council is composed of 11 members of whom constitute a quorum, 9 were present at a Special Meeting, thereof duly called, noticed, convened, and held on the 3 day of October 1984; that the foregoing Resolution was duly adopted at such meeting by the affirmative vote of 9 members, 0 members opposed, 0 members abstained, 0 members not voting, and that said Resolution has not been rescinded or amended in any way.

Chairman .Voting ~~Not Voting~~

Dated this 3 day of October, 1984.

Maria A. Nees Acting
Secretary, Tribal Business Council

ATTEST:

Alyce [Signature]
Chairman, Tribal Business Council

EMPLOYMENT CONTRACT

THIS CONTRACT, made and entered into on this 23rd day of July, 1984, by and between the Three Affiliated Tribes, whose principal administrative offices are located in the Tribal Administration Building, New Town, North Dakota (hereinafter referred to as EMPLOYER), and Stephen H. Francis, whose place of residence is located at 436 Second Street North, New Town, North Dakota (hereinafter referred to as EMPLOYEE).

WITNESSETH:

In consideration of the premises and of the covenants and agreements of the parties hereto set forth herein, the parties do hereby covenant and agree as follows:

1. EMPLOYER hereby employs EMPLOYEE to serve in the capacity of Comptroller of the Three Affiliated Tribes and EMPLOYEE hereby accepts such employment.

2. The term of this Contract shall be constituted by a period of three (3) years, said term commencing on the day and year set forth hereinabove. EMPLOYEE shall have the option to request a renewal of this Contract for an additional period of three (3) years. EMPLOYEE shall give written notice to EMPLOYER of his intention to exercise such option to renew, should he desire to exercise such option, and the requirement for such written notice shall not be waived by either party. Such notice shall be delivered by EMPLOYEE personally to the Executive Committee of the Tribal Business Council of EMPLOYER, on or before June 30, 1987. EMPLOYER shall have until July 22, 1987, to accept or reject such noticed request. In the event that EMPLOYER should fail to respond to such request by July 22, 1987, this Contract shall be deemed renewed upon the same terms and conditions as are set forth herein, except that the terms and conditions set forth in Clauses 6 and 7 hereinafter shall not be required to be included as terms and conditions of the renewed contract.

3. The duties, responsibilities, and authority of EMPLOYEE shall be as identified in this Contract and in the Position Description, the original copy of which is attached hereto and made a part hereof.

4. EMPLOYER agrees to pay to EMPLOYEE for all services rendered by him

Four Hundred Fifty and 00/100 Dollars (\$27,450.00), which salary shall be paid by EMPLOYER to EMPLOYEE in weekly installments each in the amount of Five Hundred Twenty-Seven and 88/100 Dollars (\$527.88). Such base salary is to be paid for the services rendered during the period commencing on July 23, 1984, and terminating on September 30, 1984.

(b) Subject to the approval of the FY 1985 Indirect Cost Budget by the Tribal Business Council of EMPLOYER and by the Inspector General of the Bureau of Indian Affairs, Denver, Colorado, the annual salary to be paid under the Contract, for services rendered during the period commencing on October 1, 1984, and terminating on September 30, 1985, shall be in the amount of Thirty Thousand and 00/100 Dollars (\$30,000.00), which salary shall be paid by EMPLOYER to EMPLOYEE in weekly installments each in the amount of Five Hundred Seventy-Six and 92/100 Dollars (\$576.92). In the event that the requisite approval of the FY 1985 Indirect Cost Budget is received subsequent to October 1, 1984, such salary shall be deemed retroactive to October 1, 1984.

(c) At the termination of each successive fiscal year following FY 1985, a salary increase shall be negotiated between EMPLOYER and EMPLOYEE, which salary increase shall be based exclusively upon the percentage increase utilized for U. S. Government employees based upon the cost of living increase, which percentage increase shall be the percentage effective at the termination of the respective fiscal year as identified by the U. S. Department of Commerce; provided, however, that such salary increase shall be conditioned upon the approval of the respective fiscal year indirect cost budgets by the Tribal Business Council and by the Inspector General.

(d) EMPLOYER and EMPLOYEE agree that EMPLOYEE shall be required to devote overtime hours in order to properly and adequately perform the duties and responsibilities inherent in the position of Tribal Comptroller and that the compensation paid for overtime shall be included in the salary to be paid under this Contract. EMPLOYEE agrees to waive the right to earn compensatory time as provided for in the Three Affiliated Tribes' Personnel Policies and Procedures and EMPLOYEE shall not be required to utilize the time card system maintained by EMPLOYER.

EMPLOYER may establish and maintain, on the same terms and conditions as are applicable to all other employees of EMPLOYER.

6. EMPLOYEE shall receive from EMPLOYER the amount of Three Thousand and 00/100 Dollars (\$3,000.00) for the purpose of relocating his family and personal property from Sickleville, New Jersey, to New Town, North Dakota. In the event that EMPLOYEE should terminate this Contract, EMPLOYEE shall partially or fully reimburse EMPLOYER such amount as follows:

(a) if terminated during first year, reimbursement in the amount of Three Thousand and 00/100 Dollars (\$3,000.00);

(b) if terminated during second year, reimbursement in the amount of Two Thousand and 00/100 Dollars (\$2,000.00); and

(c) if terminated in the third year, reimbursement in the amount of One Thousand and 00/100 Dollars (\$1,000.00).

In the event that EMPLOYER should terminate this Contract on any ground other than willful neglect of duty or malfeasance on the part of EMPLOYEE, EMPLOYEE shall thereby be relieved from liability for any reimbursement herein whatsoever; provided, however, that, in the event that EMPLOYER should terminate this Contract on the ground of willful neglect of duty or malfeasance on the part of EMPLOYEE, EMPLOYEE shall reimburse EMPLOYER in accordance with the schedule set forth hereinabove. In the event that this Contract should not be terminated by either party during its three- (3-) year term, EMPLOYEE shall be relieved from liability for any reimbursement herein whatsoever.

7. In the event that EMPLOYEE should terminate this Contract, EMPLOYEE shall partially or fully reimburse EMPLOYER for any actual expense incurred by EMPLOYER in the provision of formal training to EMPLOYEE as follows:

(a) if training is provided in the first year and termination occurs in the first year, reimbursement shall be in the amount of one hundred percent (100%) of the actual expenses incurred;

(b) if training is provided in the first year and termination occurs in the second year, reimbursement shall be in the amount of fifty percent (50%) of the actual expenses incurred;

(c) if training is provided in the second year and termination occurs in the second year, reimbursement shall be in the amount of one hundred percent (100%) of the actual expenses incurred; and

Office.

In the event that EMPLOYER should terminate this Contract on any ground other than willful neglect of duty or malfeasance on the part of EMPLOYEE, EMPLOYEE shall thereby be relieved from liability for any reimbursement or training herein whatsoever; provided, however, that, in the event that EMPLOYER should terminate this Contract on the ground of willful neglect of duty or malfeasance on the part of EMPLOYEE, EMPLOYEE shall reimburse EMPLOYER or make training available in accordance with the schedule set forth hereinabove. In the event that this Contract should not be terminated by either party during its three- (3-) year term, EMPLOYEE shall be relieved from liability for any reimbursement or training herein whatsoever.

8. EMPLOYEE shall be entitled to vacation leave with pay as follows:

- (a) two (2) weeks during the last six (6) months of the first year of employment;
- (b) three (3) weeks during the second year of employment; and
- (c) four (4) weeks during the third year of employment.

In the event that EMPLOYEE should fail to use all vacation leave granted during a year of employment, any such unused vacation leave shall not be carried over into the following year. EMPLOYEE shall be entitled to twelve (12) days of sick leave with pay per each year of employment, provided that any such leave is authorized by either the Chairman or the Treasurer of the Tribal Business Council. The inability of EMPLOYEE to render services to EMPLOYER due to extended illness, disability, or incapacity shall not be deemed failure by EMPLOYEE to perform his obligations under this Contract and shall not constitute a breach or default under this Contract; provided, however, that, in the event that any such illness, disability, or incapacity should continue uninterrupted for six (6) consecutive months and still be continuing after such six (6) months, EMPLOYER shall have the right, at or subsequent to the termination of such six- (6-) month period, to terminate this Contract; provided, further, that EMPLOYEE shall not be entitled to payment of salary during any such extended illness, disability, or incapacity in excess of the compensation payable for the appropriate amount of sick leave as provided for hereinabove.

or, in the event that no beneficiary has been named, to the executor or personal representative of his estate.

10. In the event that this Contract is terminated by EMPLOYER on any ground other than willful neglect of duty or malfeasance on the part of EMPLOYEE, EMPLOYEE shall continue to receive the salary in the amount in effect as of the date of termination for a period of one (1) year from the date of termination as and for severance pay.

11. EMPLOYER shall reimburse EMPLOYEE for all actual expenses incurred by EMPLOYEE in connection with the performance of services under this Contract, including travel, per diem, and other employment related expenses; provided, however, that such expenses shall be reasonable and necessary and that EMPLOYEE shall submit to EMPLOYER receipts, bills, and other documentation supportive of all requests for reimbursement. With regard to travel, EMPLOYEE shall secure authorization from the Chairman or the Treasurer of the Tribal Business Council prior to incurring expenses for travel within the State of North Dakota. EMPLOYEE shall secure authorization from both the Chairman and the Treasurer of the Tribal Business Council prior to incurring expenses for travel outside the State of North Dakota.

12. In consideration of the compensation to be paid by EMPLOYER to EMPLOYEE under this Contract, EMPLOYEE shall perform all of the duties and assume all of the responsibilities and authority inherent in the position of Comptroller of the Three Affiliated Tribes, as identified in this Contract.

13. EMPLOYEE shall be deemed an employee of the Three Affiliated Tribes and shall, therefore, be subject to all of the policies, procedures, and guidelines prescribed by and be entitled to all of the benefits provided for in the Three Affiliated Tribes' Personnel Policies and Procedures, except as provided by the applicable provisions included in this Contract.

14. At all times during the course of performance of services under this Contract, EMPLOYEE shall strictly comply with all rules and regulations which have been and may hereafter be established and maintained by EMPLOYER governing the conduct of EMPLOYEE.

15. Throughout the term of this Contract, EMPLOYEE shall remain subject to the authority and under the direct supervision of the Chairman and the Treasurer of the Tribal Business Council.

merit increase in the respective salary of each member of his staff, after the conduct of a job performance evaluation; provided, however, that the salary amounts granted are within the applicable budgeted limits.

17. EMPLOYEE shall have full authority to approve purchase orders for supplies, equipment, and services for the Finance Office which have an aggregate amount not in excess of Five Hundred and 00/100 Dollars (\$500.00), provided that sufficient funds are available in the budget for each such purchase.

18. EMPLOYEE shall be held accountable for the 1983 and 1984 fiscal year audits in the exclusive context of being responsible for the resolution and correction of any and all audit exceptions. There shall be no other liability imposed upon EMPLOYEE in view of the fact that EMPLOYEE maintained no responsibility for or authority over the fiscal matters of EMPLOYER during such fiscal years.

19. EMPLOYEE shall have full authority to suspend the functioning of any existing program administered by EMPLOYER, in the event that any such program should become indebted in excess of funds available in its budget or should have no funds available in its budget, until such time as such program should, in the considered judgment of EMPLOYEE, have sufficient funds available to justify and support its continued functioning.

20. Employee shall not enter into any contract with any person, firm, or corporation which purports to bind EMPLOYER in any manner whatsoever, without the express written authority of EMPLOYER; provided, however, that EMPLOYEE shall have the authority and shall be required to execute all consultant agreements entered into with the Three Affiliated Tribes, subsequent to the review and approval thereof by the Executive Committee of the Tribal Business Council.

21. EMPLOYER shall have the right to secure and maintain, in its own name and at its own expense, life, health, and other insurance upon EMPLOYEE, in any sum or sums, which may be deemed advisable by EMPLOYER to protect its interest in this Contract and EMPLOYEE shall take all steps necessary to assist EMPLOYER in securing such insurance by making proper application therefor and by submitting to medical examinations as required by any insurance company. EMPLOYEE shall have no right, title, or interest in or to such insurance, but

this Contract, EMPLOYER shall have the right to terminate this Contract and shall be under no obligation to EMPLOYEE, with the exception of making payment to him of such salary and other compensation to which he is entitled of the date of such termination and, if required, the appropriate severance pay provided for in Clause 10 hereinabove.

23. No waiver by either party of any breach of any term or condition set forth in this Contract shall be deemed a waiver of any subsequent breach of the same term or condition.

24. In view of the intent of this Contract to secure the personal services of EMPLOYEE, EMPLOYEE shall not assign, transfer, convey, pledge, or encumber this Contract or his right, title, or interest herein, or his power to execute the same, or any monies due or to become due hereunder, without the express written consent of EMPLOYER.

25. This Contract and the obligations of EMPLOYER prescribed hereby shall be binding on the successors and assigns of EMPLOYER.

26. This Contract shall constitute the entire agreement between the parties hereto and shall supersede any and all prior verbal and/or written agreements. This Contract shall not be altered or modified except by writing executed by both parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands causing these presents to be executed in duplicate the day and year first above written.

EMPLOYER

BY: *Charles Speed Ben*
Chairman, Tribal Business Council

BY: *Dennis Stubs*
Treasurer, Tribal Business Council

EMPLOYEE

Stephen H. Francis
Stephen H. Francis

THREE AFFILIATED TRIBES

POSITION DESCRIPTION

TITLE: Tribal Comptroller

Duties and Responsibilities:

- A. Tribal Centralized Accounting System
 - 1. Establish, implement and control a new system
 - 2. General Ledger Posting Management
 - a) Ensure proper coding and procedures are being used for posting
 - b) Approve all Journal Entries
 - c) Analyze and approve reconciled Ledger Accounts
 - 3. Payroll Management
 - a) Ensure Program Manager approval on each time card and all required information is complete - allocation of hours and approved leave slips
 - b) Approve the worksheet for final processing
 - c) Review and approve Payroll Distribution Report
 - d) Analyze successive payroll periods for reasonableness
 - e) Ensure Fringe is calculated correctly, accrued correctly, reported correctly and posted per policy and procedures
 - f) Oversee distribution of Paychecks to Personnel
 - g) Assure files are maintained per policy and procedures
 - 4. Accounts Payable Management
 - a) Review and approve all requests for payment - Vendor and Travel
 - b) Assure coding and posting of each check is per policy and procedure
 - c) Review and approve Cash Disbursement Report
 - d) Assure files are maintained per policy and procedures
 - 5. Accounts Receivable (Cash Receipts) Management
 - a) Ensure all billings are posted correctly
 - b) Ensure all receipts are logged and posted correctly
 - c) Review and approve daily deposits
 - d) Review and approve monthly Accounts Receivable Aging Report
 - e) Assure all files are maintained per policy and procedures
 - 6. Property and Supply Management
 - a) Assure inventory is current and accurate
 - b) Assure all assets are properly tagged
 - c) Assure Purchase Orders are completed correctly and match order on the Requisition Form
 - d) Assure Purchase Orders are processed timely
 - e) Assure insurance is sufficient for all required assets
 - f) Assure all Consultant Agreements are accurate
 - g) Assure all files are maintained per policy and procedures
- B. Contract and Grant Management
 - 1. Review and approve all Contract and Grant Proposals for accuracy and completeness prior to submission to the Agency
 - 2. Review and approve all Modifications to all Contracts and Grants

- B. Contract and Grant Management - continued
 - 7. Monitor and approve the preparations of all Financial Reports and distribute as required by the funding Agency, Tribal Business Council and the Program Managers
 - 8. Analyze and discuss monthly Program Budget Summary Reports with appropriate Program Managers
 - 9. Ensure all Contracts and Grants financial obligations are eliminated no later than 90 days subsequent to its termination
 - 10. Ensure the close-out of each Contract and Grant is on time and meets the full requirements as specified by the appropriate Agency
 - 11. Assure all files are maintained per policy and procedures

- C. Budgets - T2 and Indirect - Management
 - 1. T2
 - a) Prepare annually per Business Council specifications
 - b) Submit to Business Council for approval and resolution
 - c) Submit approved budget with resolution to BIA-New Town for Area Agency approval
 - d) Administer the set-up of each Program's budgeted line items as approved by the Business Council
 - e) Process activity for each Program per Contract & Grant responsibilities
 - 2. Indirect Cost Budget
 - a) Prepare annually and submit to Business Council for approval and resolution
 - b) Submit to Inspector General - BIA - Denver, Colorado for approval of Indirect Rate
 - c) Negotiate directly with I.G. when required
 - d) Assure retroactive reimbursement is processed, if required, for current Fiscal Year expenditures to reflect approved Indirect Rate
 - e) Administer the set-up of each budget once approved by the I.G.

- D. Audits - Attachment P - Management
 - 1. Coordinate with Business Council to begin annual audit
 - 2. Supply all necessary documentation to satisfy auditors questions
 - 3. Negotiate directly with auditors on all exceptions
 - 4. Inform Business Council of all audit problems
 - 5. Submit to Business Council the Final Audit Report for approval and resolution specifying final actions to take regarding unresolved exceptions

- E. General Office Management
 - 1. Direct supervision of all members of the Finance staff
 - 2. Coordinate training of all employees to assure full understanding of their job responsibilities
 - 3. Assure each individual's job performance is per their job description
 - 4. Assure each individual receives annual job evaluation
 - 5. Administer policies not in conflict with Tribal Personnel Policies and Procedures

- F. Computer Systems Management--(continued)
 - 4. Daily verify that system is performing as required
 - 5. Assure that proper documentation and back-up is always current and accurate

- G. Cash Flow Management
 - 1. Maintain daily cash availability by individual bank account
 - 2. Critically review all bank reconciliations for outstanding checks and voids
 - 3. Review outstanding payables which have been aged
 - 4. Transfer from Centralized to Payroll when needed

- H. Tribal Tax Management
 - 1. Review and approve preparation of Quarterly Federal Tax Reports
 - 2. Review and approve Form 990 Tax Reports
 - 3. Review and approve 1099's before distribution
 - 4. Review and approve Federal and State Unemployment Tax Returns
 - 5. Review and approve State Workman's Compensation Report
 - 6. Ensure all reports are completed and submitted accurately and on time

- I. General Management
 - 1. Supervise and monitor and control all Finance and Contract accounting systems
 - 2. Supervise all members of the Finance staff
 - 3. Review and control all major repairs and renovation costs
 - 4. Prepare and submit special reports as needed
 - 5. Establish and maintain solid communication with the Business Council
 - 6. Establish and/or abolish bank accounts as directed by the Business Council

- J. Tribal Election Responsibilities
 - 1. Pursuant to the Tribal Election Ordinance the Comptroller shall respond directly to the Election Board requests for verification of outstanding and/or delinquent Tribal loans on the part of each candidate who has filed a Notice of Candidacy
 - 2. The Tribal Comptroller shall make every effort to ensure accurate financial challenges of eligibility for candidacy
 - 3. The Tribal Comptroller shall respond to all candidate challenges for debts they do not agree with, and the Comptroller shall respond within the time constraints as set forth in the Tribal Election Ordinance
 - 4. When required, the Comptroller will resolve any challenge directly with the candidate and submit the final results to the Tribal Election Board
 - 5. The Tribal Comptroller shall maintain a personal and confidential file for each election regarding the back-up for all challenges submitted to the Tribal Election Board

The Tribal Comptroller is required by the Employment Contract, of which this

Supervision and Guidance:

The Comptroller shall remain subject to the authority and under the direct supervision of the Tribal Chairman and the Tribal Treasurer of the Tribal Business Council.

This Position Description and the associated employment contract states the complete and accurate description, authority and responsibilities for the position of Tribal Comptroller.

EMPLOYER

BY: *Alyce Speed Bean*
Chairman, Tribal Business Council

BY: *Doni Hube*
Treasurer, Tribal Business Council

EMPLOYEE

Stephen H. Francis
Stephen H. Francis