



# THE MILLE LACS BAND OF OJIBWE INDIANS

*Legislative Branch of Tribal Government*

## SECRETARIAL ORDER 26-05

### **A SECRETARIAL ORDER REQUIRING ALL PERSONS EMPLOYED BY THE MILLE LACS BAND OF OJIBWE TO SIGN A CONFIDENTIALTY AGREEMENT IN ORDER TO ENSURE THE PROTECTION OF THE FINANCIAL ASSETS OF THE BAND**

**WHEREAS**, 3 MLBSA Section 1 authorizes “all legislative political authority of the Non-Removable Mille Lacs Bands of Chippewa Indians shall be vested in the Legislative Branch of government. The Legislative Branch of government shall be known as the Band Assembly.”

**WHEREAS**, 3 MLBSA Section 1 further authorizes that “all legislative authority of the Mille Lacs Reservation Business Committee shall be exercised by the Band Assembly.”

**WHEREAS**, 3 MLBSA Section 1 stipulates that, “the Secretary-Treasurer shall be the leader of the Band Assembly. The Secretary-Treasurer shall exercise his/her financial duties under the title “Secretary of Treasury.”

**WHEREAS**, 3 MLBSA Section 7 empowers the Secretary-Treasurer with the following general powers and duties in administering the financial affairs of Band government:

- (a) To superintend and manage all fiscal operations, planning and budgeting of the Non-Removable Mille Lacs Band of Chippewa Indians as authorized by the Band Assembly;
- (b) To enforce on behalf of the Band, all judgments and claims rendered in its favor;
- (c) To receive and receipt for all monies paid into the Band treasury and safely keep the same until lawfully disbursed by formal appropriation;
- (d) To have powers of investigations of financial irregularity;
- (e) To require the production of such books, accounts, documents and property under any lawful financial inquiry in all things that will aid him/her in the performance of his/her duties;

- (f) To levy, impound or attach any financial account of the Non-Removable Mille Lacs Band of Chippewa Indians or any political subdivision thereof to prevent serious financial jeopardy or acts in violation of law. This authority shall not be exercised to contravene any lawful acts of the Band Assembly;
- (g) To issue Secretarial Orders to implement decisions concerning matters of the fiscal affairs of the Band consistent with the powers herein delegated. Such written orders shall be in uniform format, numbered consecutively and have expiration dates;
- (h) To nominate in conjunction with the Chief Executive a suitable person to act as the Commissioner of Finance;
- (i) The Secretary-Treasurer shall post a fidelity bond in favor of the Non-Removable Mille Lacs Band of Chippewa Indians in an amount satisfactory to the Band Assembly;
- (j) The Secretary-Treasurer shall coordinate with the Commissioner of Finance for the Office of Management and Budget, to ensure that financial planning and operations are consistent.

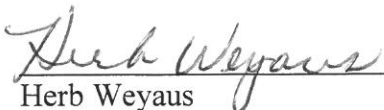
**WHEREAS**, the Secretary-Treasurer is empowered by Band law to ensure that the financial information of the Mille Lacs Band of Ojibwe is kept safe and is not distributed to any party/parties that are not authorized to receive such information;

**WHEREAS**, the Secretary-Treasurer believes it is in the best interest of the Mille Lacs Band of Ojibwe to require that all government employees sign a Confidentiality Agreement to safeguard the confidential financial information of the Band.

**NOW, THEREFORE, BE IT ORDERED**, that all existing government employees of the Mille Lacs Band of Ojibwe shall hereafter be immediately required to sign a Confidentiality Agreement in the format attached hereto.

**IT IS FURTHER ORDERED** that this Secretarial Order shall apply to all future government employees of the Mille Lacs Band of Ojibwe so as to require their signature at the time of their employee orientation.

Dated this 11<sup>th</sup> day of August, 2005.

  
Herb Weyaus  
Secretary-Treasurer

**OFFICIAL SEAL OF THE BAND**

## **EMPLOYEE CONFIDENTIALITY AGREEMENT**

This Agreement is made by and between the Mille Lacs Band of Ojibwe (the "Band") and \_\_\_\_\_ (the "Employee"). It is effective as of the date entered below and shall continue in effect as long as the Employee continues his/her employment with the Band.

In consideration of the Employee's employment and/or continued employment with the Band, the Employee agrees as follows:

1. To maintain strict confidentiality of all Band confidential information including any and all financial information regarding investments, financial strategies, retirement accounts, bank accounts, and/or budget information that may come to the attention of the Employee;
2. To maintain strict confidentiality of all Band Member confidential information including any and all personal financial information that may come to the attention of the Employee during the course of their employment such as individual applications for housing programs, educational programs or other Band programs;
3. To maintain strict confidentiality of all Band confidential information including any and all financial information about the Band's programs, businesses, entities or committees that may come to the attention of the Employee during the course of their employment;
4. To safeguard all Band confidential information regarding program costs or business costs;
5. To maintain strict confidentiality of any and all Band confidential information contained in employee personnel files and all employee salary information;
6. To maintain strict confidentiality of any and all Band documents concerning Band suppliers, vendors, contractors, and contracts; and
7. To maintain strict confidentiality of any other Band confidential information that may not be specifically listed herein.

This Agreement shall be governed in accordance with the laws of the Mille Lacs Band of Ojibwe. By signing this Agreement, the Employee understands and agrees that they willingly consent to the jurisdiction of the Band to resolve any and all disputes stemming from this Agreement in the Court of Central Jurisdiction. Nothing in this Agreement shall be construed as a waiver of sovereign immunity.

I, \_\_\_\_\_, have read this Agreement before signing and agree to maintain strict confidentiality in consideration for my continued employment with the Mille Lacs Band of Ojibwe. I also understand that a refusal on my part to sign this Confidentiality Agreement may result in disciplinary action against me including immediate termination.

**DATED** this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**EMPLOYEE**

\_\_\_\_\_

\_\_\_\_\_  
(Typed or Printed Name Above)

**MILLE LACS BAND OF OJIBWE**

\_\_\_\_\_  
(Commissioner or Director)

(Herb Weyaus, Secretary-Treasurer, to sign for Legislative staff.)