



# **LENNOX ISLAND FIRST NATION**

## **CHIEF AND COUNCIL**

### **POLICY**

**BCR # - 2017-19**

**DATE - December 13, 2017**

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## **1. Introduction**

Chief and Council are duly elected by the members of Lennox Island First Nation and owe the Band a fiduciary duty. This fiduciary duty means that Chief and Council are in a position of trust and they must always act in the best interest of the Band and its members.

This policy has been created to provide the foundation for governance issues and to guide the actions of Chief and Council in carrying out their duties. The spirit and intent of this document is to provide fair, accountable and transparent practices in a culturally appropriate manner.

This policy was written with the input of the membership and shall be considered a “living” document. This policy shall be subject to regular updates in an ongoing process to achieve Lennox Island First Nation objectives and provide the foundation of good governance.

## **2. Vision Statement**

*We are the Keepers of the Earth. Our prosperity depends on connecting our environment to the spirit of sustainable living.*

### 3. Definitions

For the purposes of this policy:

- “Band” means the Lennox Island First Nation.
- “Band Members” means the members of Lennox Island First Nation, as defined by the *Lennox Island Indian Band Membership Code*.
- “Band Administrator” the employee responsible for the management, administration and delivery of all Band programs and services.
- “Chief” means the Chief of Lennox Island First Nation elected pursuant to the *Lennox Island Band Custom Election Code*.
- “Council” means the Council of the Lennox Island First Nation elected pursuant to the *Lennox Island Band Custom Election Code*, including the Chief.
- “Election Code” means the *Lennox Island Band Custom Election Code*.
- “Staff” means all Employees and Independent Contractors as defined by the Lennox Island Personnel Policy.

## **4. Oath of Office**

All members of Council shall swear the Oath of Office upon being elected to Council. (Appendix A)

## **5. Council Orientation**

- a) All members of Council shall be provided with an orientation binder. The binder will include important policies and information to help new Council members understand their role on Council.

In addition to the orientation binder, the Band Administrator will schedule an orientation session as soon as possible to review materials and answer any questions Council members may have.

## **6. Role of Councillor**

All members of Council shall:

- a) Maintain confidentiality when dealing with matters before the Council or conveyed by Band Members or Staff.
- b) Establish and approve governance policies and bylaws.
- c) Advocate for community needs and concerns.
- d) Maintain good communications so Band Members are aware of key issues, and consult with Band Members on important issues (ie. Treaty Rights).
- e) Set strategic direction for the community.
- f) Define Council's goals and priorities.
- g) Ensure rules and regulations are applied correctly and consistently.
- h) Monitor the work of the Band Administrator, who in turn should report any management concerns directly to Council.

- i) Ensure there is an appeal policy in place for Band Members and Staff. Available at Band reception desk.
- j) Attend and participate in Council, community and general Band meetings.
- k) Not sign or agree to anything that is not fully understood.
- l) Represent Lennox Island First Nation on all Board of Directors as required.
- m) Work to implement self-government.
- n) Maintain solidarity with fellow Council Members in support of decisions made by Council.

## **7. Role of Chief**

In addition to the Role of Councillor, the Chief shall:

- a) Serve as a spokesperson for Lennox Island First Nation.
- b) Chair all Council meetings.

## **8. Conflict of Interest**

a) The effectiveness of elected leadership depends on the trust of the Band Members. There can be no appearance or actual conflict of interest between the private interests and official responsibilities of Council.

To avoid liability, Council shall:

- i. Avoid situations where there is a real or apparent conflict of interest that could interfere with making decisions based on the best interests of the Band.
  - ii. Ensure no personal benefit from any transaction involving the Band, except for those benefits available to all Band Members.
  - iii. Not use their position to give an advantage to his/herself, a close friend, a close relative, business associate, or any business they have an interest in.
- b) For the purpose of this policy, “benefit” includes but is not limited to: employment, contracts, education opportunities, honorariums, allocations of land or housing, or payment of any money.

c) When Conflict is declared, the Council Member shall:

- i. Take immediate steps to remove or disprove conflict by declaring any apparent or real conflict of interest.
- ii. Exclude him/herself from the Council meeting for the period of time the matter is under discussion.
- iii. Not vote on any question in respect to the matter.
- iv. Not attempt to influence the decision or voting.
- v. The declaration of conflict of interest shall be recorded in the Council minutes.

## **9. Contravention of Council Policy**

In the event that a Councillor is found to be in contravention of Band policy, the remaining Council quorum has the discretion to enforce its own procedures. Actions may include but are not limited to:

- a) Council may send a letter to the offending Councillor outlining the circumstances and the corrective actions required.
- b) Seek legal advice and/or contact the RCMP.
- c) Revoke honorarium.
- d) Notify the community as to the circumstances surrounding the contravention.

## **10. Decision Making**

Decisions of Council shall be by consensus. In the event that consensus cannot be reached, additional options shall be explored.

## **11. Council Meetings**

- a) There shall be a fixed date and time for regular Council meetings.
- b) Special Council meetings may be called for immediate business; reasonable notice must be given to ensure participation by as many Council members as possible.
- c) An agenda shall be drafted and circulated to Council Members prior to the meeting.

- d) Minutes from the previous meeting shall be attached to the draft agenda and circulated.
- e) The Chief shall act as chair, but may delegate when necessary.
- f) Quorum will consist of any three (3) Council members; participation may occur via teleconference, skype, etc.
- g) Council may request the presence of the Band Administrator or other staff as needed.

## **12. Minutes**

Council will appoint a minute taker to record the business of Council, with the exception of items deemed to be “in-camera”, in which will be recorded by Council and filed separately. The minute taker shall:

- a) Sign a confidentiality agreement. (Appendix B)
- b) Act strictly as an observer/recorder.
- c) Maintain an up to date record of all Council meetings and Band Council Resolutions.

## **13. Drugs and Alcohol**

No Council member shall conduct Council business while under the influence of Drugs or Alcohol. Any Council Members who deemed to be under the influence shall be asked to remove themselves, or be removed if necessary.

## **14. Remuneration**

- a) The Chief shall be paid a salary for the duration of their term in office. For greater certainty, the Chief is not an Employee of the Band. The Chief’s wage structure is based on recommendations that were presented and approved at the Annual General Band meeting that was held on January 17, 2009.
- b) Until such time as the Band is in a position to provide salaries to all Council members, an honorarium shall be provided.



## APPENDIX A



# Oath of Office

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Before the members of Lennox Island First Nation and the Creator,

I \_\_\_\_\_, pledge to uphold the honour of the Council by:

- A. Not disclosing any confidential information that I may learn during the time I am on Council;
- B. Respecting all the laws, policies, guidelines and practices of the community;
- C. Conducting myself with integrity and dignity at all times;
- D. Acting for the benefit of ALL members of the First Nation and community, without favour to any individual or family;
- E. Treating all people with respect, including those not from Lennox Island First Nation with whom I have contact during my time in office; and
- F. Being fiscally responsible.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

## APPENDIX B



# Confidentiality Agreement

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I, \_\_\_\_\_, swear that I will faithfully and honestly fulfill my duties as **STAFF/MINUTE TAKER for Lennox Island First Nation Council**.

a) I acknowledge that all information and documentation that I may have knowledge of or access to as Minute Taker is strictly confidential and that I shall not reveal to any person or entity, or use any information, except as expressly directed by the Band, or as may be required by law.

b) I understand that I will gain knowledge of, or have access to, information related to the business of the Band, its Members or Staff, clients, businesses and third parties who have dealings with the Band.

c) I agree that no information will be distributed, altered, copied, interfered with or destroyed, except in accordance with the instructions of the Band.

c) I understand that compliance with this confidentiality agreement is a condition of my employment and failure to comply may result in the termination of my employment.

d) I understand that I am bound by the terms of this agreement, even after I have left the Band.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness