

Corporate Board Nomination Committee Terms of Reference



Community. Leadership. Pride.

**Agreement
2022-01**

ISSUED BY	ýilmix ^w m nał səx ^w k ^w inaǰməm/Chief and Council
DEPARTMENT	xatús x ^w stcutn/Council Secretariat
EFFECTIVE DATE	2022-08-23
RELATED DOCUMENTS	Policy 2015-01 Governance Instrument Creation, Review, and Approval Westbank First Nation Corporate Charter
IMPLEMENTATION	stqá?tk ^w niwt sqilx ^w /Westbank First Nation (WFN) səx ^w k ^w uim/Workers must comply with this Agreement when establishing or sitting on a Corporate Board Nomination Committee.

1. Purpose

In accordance with the provisions of the WFN Corporate Charter and related governance instruments, the Corporate Board Nomination Committee (CBNC) is established to:

- a) Determine the appropriate characteristics, skills, experience, and other criteria necessary for members of the Ntityix Development Corporation Board (Corporate Board);
- b) Make appointments to the Corporate Board in accordance with the provisions under the Corporate Charter;
- c) Set the initial performance measures for, and establish a process to evaluate, the performance of the sux^wq^wəlq^wilt/Chair and Directors of the Corporate Board upon completion of their initial ǰupñkst uł ǰasíl ǰiyá+nx^w/twelve (12) months of service, in accordance with the provisions under the Corporate Charter; and
- d) Determine the initial remuneration of Corporate Board Members.

2. Composition

- a) The CBNC must be composed of kłǰǰǰhut/nine (9) members consisting of:
 - i. Subject to Sections 2.b) of this Agreement, kmusmās/four (4) Council members or their Designates, as appointed by Council resolution;
 - ii. Four (4) WFN Members, selected and appointed by Council resolution, in accordance with Section 3. of this Agreement; and
 - iii. The Chair of the Corporate Board, as appointed by the members under Sections 2.a)i. and ii. of this Agreement and in accordance with the provisions of the Corporate Charter.
- b) If there are fewer than four (4) Council members who are able to serve on the CBNC, Council must appoint sufficient Designates to fill the remaining positions.

Corporate Board Nomination Committee Terms of Reference



Community. Leadership. Pride.

**Agreement
2022-01**

2. Composition (Continued)

- c) WFN Government will assign s̥x̣ẉḳụḷṃ who are not members of the CBNC to provide recording and support services to the CBNC, as necessary.

3. Structure

a) Applications for CBNC Membership

- i. Invitations to apply for appointment under Section 2.a)ii. of this Agreement must:
- 1) Be published in WFN print and electronic communications, as appropriate;
 - 2) Be posted in the public areas of the WFN Government building and other WFN facilities such as, but not limited to, the Health and Wellness Building; and
 - 3) Specify;
 - (a) The qualifications for appointment,
 - (b) The term of the appointment,
 - (c) To whom applications must be submitted; and
 - (d) The deadline by which applications must be submitted.
- ii. To qualify for appointment under Section 2.a)ii. of this Agreement, individuals must;
- 1) Be at least ᓇup̣ḥkst ụṭ ǰǰǰnut/nineteen (19) years of age,
 - 2) Be of good character, credibility, and reputation in the WFN community,
 - 3) Not be a Council member,
 - 4) Not be a Director or employee of Ntityix Development Corporation (NDC) or related companies,
 - 5) Not be intending to become a Director or employee of NDC or related companies within ᓇup̣ḥkst ụṭ ṭiṃṭ ǰiỵạ́ṭnx̣ẉ/eighteen (18) months of being appointed to the CBNC,
 - 6) Have demonstrated business experience,
 - 7) Have demonstrated experience with boards (either non-profit or for-profit),
 - 8) Not be in arrears to WFN with respect to any loans, debts, or other financial obligations owed to WFN,
 - 9) To the best of their knowledge or ability, be able to commit to a term of at least ṇəq̣spịnṭḳ/one (1) year as described below:
 - (a) An initial period of months to complete the activities outlined in Section 1. of this Agreement.
 - (b) Involvement in ensuring that the prescribed evaluation process is completed at the end of the Board's first 12 months.

Corporate Board Nomination Committee Terms of Reference



Community. Leadership. Pride.

**Agreement
2022-01**

3. Structure (Continued)

(c) It is not anticipated that there would be ongoing Meetings between the initial nomination process and the evaluation process.

10) Submit a completed Application for Appointment to the Corporate Board Nominating Committee (Appendix A) to the Council Secretariat or designate by the deadline specified under Section 3.a)i.3)(d) of this Agreement.

b) Terms of Appointment

- i. The expiry of term for CBNC members is not a fixed period but rather based on the amount of time required to complete the activities outlined in Section 1. of this Agreement.
- ii. In cases where WFN and NDC agree that the services of the CBNC are required beyond the completion of the activities outlined in Section 1. of this Agreement, CBNC members may be reconvened without the need for re-application, up to a maximum of kaʔspíntk/three (3) years from their initial appointment, on the condition that CBNC members continue to meet the eligibility requirements in Section 3.a)ii.1) to 9).
- iii. CBNC members may apply for reappointment at the expiry of their term, in accordance with the provisions of this Agreement.
- iv. As part of faithfully executing the duties of their position, CBNC members are expected to:
 - 1) Orient themselves to the structure and current plans and operations of NDC and related companies through the information supplied to them,
 - 2) Attend, and meaningfully participate in, Meetings,
 - 3) Keep themselves abreast of the CBNC's work including, but not limited to, reviewing all Meeting minutes and background material prior to attending Meetings,
 - 4) Apply good judgment in evaluating candidates for the Corporate Board,
 - 5) Disclose any real or perceived Conflicts of Interest that could influence the deliberations and decisions of the CBNC, in accordance with Section 7. of this Agreement; and
 - 6) Carry out other tasks from time to time, as identified by the CBNC Chair.
- v. Subject to Sections 3.b)vi. of this Agreement, CBNC members, other than yí səxʷkʷínmaʔm/Council members, will receive an honorarium for each Meeting attended, in an amount determined by Council resolution.
- vi. Designates employed by WFN are ineligible to receive the honorarium under Section 3.b)v. of this Agreement if they are being paid their regular wage or salary while attending Meetings.

c) Vacancies

- i. A position on the CBNC is terminated and becomes vacant when:

Corporate Board Nomination Committee Terms of Reference



Community. Leadership. Pride.

**Agreement
2022-01**

3. Structure (Continued)

- 1) A CBNC member's three (3) year term expires,
 - 2) Not including Designates, CBNC members appointed under Section 2.a)i. of this Agreement cease to be Council members,
 - 3) A Designate is removed by a resolution of Council,
 - 4) A CBNC member resigns by providing written notice to the CBNC Chair, a copy of which shall be provided by the Chair to the remaining CBNC members,
 - 5) A CBNC member dies,
 - 6) A CBNC member no longer meets the qualifications under Section 3.a)ii. of this Agreement,
 - 7) A CBNC member fails to attend ka?tis/three (3) consecutive Meetings without a valid reason, as determined by the remaining CBNC members; or
 - 8) A CBNC member substantially fails to comply with the provisions of this Agreement, the Corporate Charter, or other related governance instruments, as confirmed by a unanimous vote of the other CBNC members at a Meeting.
- ii. Vacancies on the CBNC must be filled, in accordance with the provisions of this Agreement, as soon as possible. To support this action, the CBNC Chair shall notify Council of any vacancies, in writing and within one business day.

4. Chair

- a) The CBNC Chair must be a i? sqilx^w t! stqá?tk^w+niwt/WFN Member appointed by Council.
- b) Council members are ineligible to serve as Chair.
- c) Responsibilities of the Chair include, but are not limited to;
 - i. In collaboration with the səx^wk^wu!m assigned under Section 2.d) of this Agreement, calling, assisting in the preparation of agendas for, and presiding at, Meetings,
 - ii. Complying with the provisions of the Corporate Charter and related governance instruments; and
 - iii. Reporting to Council in accordance with the provisions under Section 8. of this Agreement.
- d) In the event the Chair is absent from a Meeting, CBNC members in attendance will appoint another CBNC member to act as Chair.

5. Meetings

- a) The CBNC must meet as needed to fulfill its purpose under Section 1. of this Agreement as expeditiously as possible.

Corporate Board Nomination Committee Terms of Reference



Community. Leadership. Pride.

Agreement
2022-01

5. Meetings (Continued)

- b) The Chair or designate must provide notice of Meetings to CBNC members;
 - i. In-person, or by telephone, facsimile, or email at the contact information provided by the CBNC member; and
 - ii. At least *ciłkst sxiłřait*/five (5) full business days before the Meeting, and include the location, day, hour, agenda, and materials for the Meeting.
- c) CBNC members may participate in a Meeting by means of telephone or other communication facilities which permit all persons in the Meeting to hear each other, and in such cases must be deemed to be present at the Meeting.
- d) The *saxwkwuim* assigned to record minutes of Meetings must;
 - i. Include in the minutes, a record of attendance, votes, decisions, and information presented at the Meetings
 - ii. Provide copies of CBNC minutes to CBNC members and support staff in a timely manner,
 - iii. Provide the minutes and highlights of Meetings to Council, in accordance with Section 7. of this Agreement,
 - iv. Forward copies of approved Meeting minutes to Records and Information Management for archiving; and
 - v. Perform other duties consistent with this Agreement, as directed by their supervisor.
- e) Approved Meeting minutes must be retained at the WFN Government building.

6. Decision-Making Authority

- a) Quorum must be *kcilciłkst*/five (5) CBNC members as follows:
 - i. Prior to the Chair of the Corporate Board being appointed under Section 2.a)iii. of this Agreement, Quorum must include *řasil*/two (2) members appointed under Section 2.a)i. of this Agreement and three (3) members appointed under Section 2.a)ii. of this Agreement.
 - ii. Once the Chair of the Corporate Board has been appointed under Section 2.a)iii. of this Agreement, Quorum must include two (2) members appointed under Section 2.a)i. of this Agreement, two (2) members appointed under Section 2.a)ii. of this Agreement, and the Chair of the Corporate Board.
- b) Subject to the provisions under Section 7. of this Agreement;
 - i. Decisions or recommendations of the CBNC are made on the basis of consensus; or
 - ii. Where consensus cannot be reached on a matter, decisions or recommendations will be made by a majority vote of CBNC members present at the Meeting, with no abstentions permitted.

Corporate Board Nomination Committee Terms of Reference



Community. Leadership. Pride.

Agreement
2022-01

6. Decision-Making Authority (Continued)

- c) Decisions or recommendations of the CBNC, whether by consensus or vote, must reflect sufficient consideration of the Corporate Charter, the strategic plans and priorities of NDC and its shareholder, and other information made available to them for their consideration.
- d) Decisions by the CBNC are final.

7. Conflict of Interest

- a) A CBNC member who is aware of a real, potential or perceived Conflict of Interest (Conflict) will, as soon as possible, disclose the nature and extent of the Conflict to the Chair.
- b) Where a Conflict is reported to the CBNC Chair, they must arrange for a Meeting where the Conflict will be presented to the CBNC members. In the Meeting, the CBNC members will deliberate on the risk posed by the Conflict and determine an acceptable response to resolve or mitigate the risk. Potential responses include, but are not limited to:
 - i. Allowing the CBNC member to continue without limitation,
 - ii. Requiring the CBNC member to recuse themselves from reviewing those applications affected by the Conflict but allowing them to review all others, and
 - iii. Recusing the CBNC member from the entire selection process and replacing them with an alternate.
- c) The CBNC identified with the Conflict must accept, and comply with, the response determined by the rest of the CBNC members.

8. Reporting

The Chair of the CBNC must provide a quarterly report to Council (Appendix B) that outlines the activities of the CBNC over the previous quarter and a summary of the activities the CBNC plans to undertake over the coming year. The quarterly report is not required if no activities have taken place over the previous quarter or are anticipated to take place over the coming year.

9. Definitions

“Conflict of Interest” means any situation where a CBNC member or a person in their Immediate Family has, or appears to have, a personal or business interest in the matter under consideration.

“Designate” means an individual appointed by Council resolution to represent Council on a periodic or ongoing basis on the CBNC. Designates do not need to be WFN Members but must satisfy the other qualifications under Sections 3.a)ii.1) to 9) of this Agreement.

“Immediate Family” means a spouse (including common-law spouse), parent, grandparent, child (including adopted children or those living with an individual as a child), grandchild, or sibling.

Corporate Board Nomination Committee Terms of Reference



Community. Leadership. Pride.

Agreement
2022-01

9. Definitions (Continued)

Immediate Family also includes the spouse (or common-law spouse) of an Immediate Family member.

“Meeting” means a duly convened meeting of the meeting body governed by the Agreement or Terms of Reference for which the Agreement or Terms of Reference was created. (For clarity, in this Agreement, this means a duly convened Corporate Board Nomination Committee meeting.)

“Worker” (səx^wk^wu^lm) means any employee, volunteer, contractor, client, or other visitor who performs tasks on behalf of WFN (or a WFN-owned entity) at any WFN (or WFN-owned entity) workplace through a formal arrangement including, but not limited to, an employment agreement, contract, or approved volunteer application.

10. Cultural Context

a) Cultural Context of Agreement

ȳilmix^wm ḥtytyix/Chief Spring Salmon reminds us of our responsibilities and commitment to the hard work of building a strong economy that prioritizes our responsibility to each other, the environment, ḥcwixtn/community, and our culture. Through responsible appointment and monitoring of directors for NDC, the CBNC will help grow a strong, thriving WFN economy, develop and support the next generation of skilled professionals and entrepreneurs, support and promote WFN-owned businesses, and balance economic development with responsibility to the environment, our community, and culture.

b) Cultural Context of Definitions

i? sqilx^w t^l stqá?tk^w+niw^t (WFN Member) The people (i? sqilx^w) from (t^l) the area where the winds wash water upon the shore to cleanse the land (stqá?tk^w+niw^t). This area has been identified as the portion of syilx territory from Antler’s Beach/Hardy Falls area to around the Gellatly/Green Bay area (essentially from the bend in the lake along the whole shoreline) but in reality, it includes a few other areas, including x^wa^t mnik, the area closer to Tsinstikeptum Indian Reserve #10 and many other areas that have specific place names.

səx^wk^wu^lm (Worker) The literal translation of səx^wk^wu^lm is “the person responsible for” (səx^w) “to work, fix, or create” (k^wu^l). The root of səx^wk^wu^lm comes from k^wlncutn, the word for “Creator”. WFN’s səx^wk^wu^lm are, in a sense, creators, working to provide important and valuable programs, services, and tools, and to solve issues as they arise, in order to ensure a productive, excellent, and fruitful government and community. The word also denotes value. Originating from the Creator, səx^wk^wu^lm have inherent value and are to be treated as such by their supervisors, colleagues, and clients.

stqá?tk^w+niw^t sqilx^w (Westbank First Nation) (WFN) The people (sqilx^w) living where wind



10. Cultural Context (Continued)

blows (niwt) and forms swamps or puddles alongside a large lake (stqá?tkw+). Being a windy area, the winds would cause the water to wash upon the shore leaving puddles and pools to cleanse the land and which would either seep into the land, creating wet, marshy areas or wash back into the lake. This area has been identified as the portion of syilx territory from Antler's Beach/Hardy Falls area to around the Gellatly/Green Bay area (essentially from the bend in the lake along the whole shoreline) but in reality, it includes a few other areas, including xwa+ mnk, the area closer to Tsinstikeptum Indian Reserve #10 and many other areas that have specific place names.

suxwqwalqwilt (Chair) The spokesperson or the person responsible for (suxw) talking (qwalqwilt).

xatús xwstcutn (Council Secretariat) Traditionally, xatus were the heads of extended family clans, and could be either male or female. xatus took care of keeping good relations between their family members and other family clans. If a family member did wrong to a person from another family and the household head could not straighten it out, then it went to all the family heads.

ǰwiǰwiǰtán (August) Moon of sharp grass (ǰwiǰwiǰt means grass that is sharp enough to cut you).

ǰilmixw m na+ sǰwkwinaǰmǰm (Chief and Council) The Chief of WFN has been chosen by the people to be the overall manager or leader (ǰilmixw m) of WFN. This leadership position is one of servanthood and self-sacrifice. Traditionally, the ǰilmixw m represented the will of the people in carrying out the rights of being syilx, as well as representing the guarantee that the syilx will continue on. The ǰilmixw m also represented good decisions of the people while protecting the land and the natural laws. ǰilmixw m's willingness to be a good role model and lead by example through lifestyle, experience, and wisdom sets the example for sǰwkwinaǰmǰm, the other members of Council chosen by the people to be responsible for (sǰw) working (k) to oversee things (inmaǰrn), and for the youth, and for all the people. In seeking to lead well, ǰilmixw m na+ sǰwkwinaǰmǰm are dependent on each other's willingness to sacrifice for the good of others. Traditionally, sǰwkwinaǰmǰm were those chosen to oversee hunting and fishing or to serve as a sort of enforcer of community laws but the term has now been broadened to incorporate the oversight of government. "na+" is simply the nsyilxcn term for "and".

ǰilmixw m ntǰtyix (Chief Spring Salmon) ǰilmixw m ntǰtyix is "the Chief for all creatures of the water." Chief Spring Salmon reminds us that proper care and management of our economy ensures a prosperous and successful future. ǰilmixw m ntǰtyix is a reminder of the responsibilities and commitment to hard work.

yí sǰwkwinmaǰrn (Council members) Those who have been chosen by the people to be

Corporate Board Nomination Committee Terms of Reference



Community. Leadership. Pride.

**Agreement
2022-01**

10. Cultural Context (Continued)

responsible for (səxʷ) working (kʷ) to oversee things (ínmaʔm̓).

ʔupn̓kst uʔ ǰǰn̓ut (nineteen) (19) Ten (ʔupn̓kst) and (uʔ) nine (ǰǰn̓ut).

11. Appendices

Appendix A - Application for Appointment to the Corporate Board Nomination Committee

Appendix B - Corporate Board Nomination Committee Quarterly Report to Council

Corporate Board Nomination Committee Terms of Reference



Community. Leadership. Pride.

**Agreement
2022-01**

This Agreement was approved by Council Resolution # 220809-11 on ǰwǰǰwǰtǰn/August 9, 2022 and signed by the Interim Chief Administrative Officer/Director of Operations on August 23, 2022.

Jim Bauer, sǰx^wk^wulmǰ kǰ ǰsǰyǰat/Interim Chief Administrative Officer/Director of Operations


Corporate Board Nomination Committee Terms of Reference



Community. Leadership. Pride.

**Agreement
2022-01**

Appendix A - Application for Appointment to the Corporate Board Nomination Committee (page 1)

 WESTBANK FIRST NATION	 stqá?tkw4niwt sqilxw / WESTBANK FIRST NATION Application for Appointment to the Corporate Board Nomination Committee <i>Community. Leadership. Pride.</i>
<p>OBJECTIVE To apply to serve as a member of the Westbank First Nation (WFN) Corporate Board Nomination Committee (CBNC), in accordance with the provisions under Agreement 2022-01 Corporate Board Nomination Committee Terms of Reference, the WFN Corporate Charter, and other related governance.</p>	
<p>PERSONAL INFORMATION</p>	
Full Name <i>(first/last)</i>	Phone Number(s) Home: Cell:
Full Address <i>(house number/street/city/province/postal code)</i>	
E-mail Address	
I am a: <input type="checkbox"/> Westbank First Nation (WFN) Member <input type="checkbox"/> Non-WFN Member	Age
<p><i>Please have Financial Services fill out and sign this section.</i></p> <p>_____ (Name of Applicant):</p> <p><input type="checkbox"/> Has no funds owing to WFN. <input type="checkbox"/> Has funds owing to WFN but has a repayment plan in place and has not missed any payments. <input type="checkbox"/> Has funds owing to WFN and has no repayment plan in place OR has missed payments on a repayment plan.</p> <p>Name of Financial Services representative: Position: _____ Date: _____ Signature: _____</p>	
Please describe your involvement with the WFN community <i>(use additional pages, if necessary)</i> : 	

Corporate Board Nomination Committee Terms of Reference



Community. Leadership. Pride.

**Agreement
2022-01**

Appendix A - Application for Appointment to the Corporate Board Nomination Committee (page 2)

Please describe your business experience <i>(use additional pages, if necessary)</i> :	
Please describe your experience with boards, either non-profit or for-profit <i>(use additional pages, if necessary)</i> :	
I confirm that I:	
<input type="checkbox"/> Am not currently a Director or employee of Ntityix Development Corporation (NDC) or related companies.	
<input type="checkbox"/> Have no intention of becoming a Director or employee of NDC or related companies within 18 months of being appointed to the CBNC if I am a successful applicant for appointment to the CBNC.	
<input type="checkbox"/> To the best of my knowledge or ability, am able to commit to a term of at least naqspiitk/one (1) year.	
Name:	Date:
Signature:	


Corporate Board Nomination Committee Terms of Reference



Community. Leadership. Pride.

**Agreement
2022-01**

Appendix B - Corporate Board Nomination Committee Quarterly Report to Council

 <p>Corporate Board Nomination Committee Quarterly Report to Council</p> <p><i>To be completed by the Chair of the Corporate Board Nomination Committee or designate, in accordance with Agreement 2022-01 Corporate Board Nomination Committee Terms of Reference. Submit to the Council Secretariat once completed.</i></p>	
REPORT INFORMATION	
Report Completed by:	
Position:	
Date Completed:	
CORPORATE BOARD NOMINATION COMMITTEE (CBNC) UPDATE	
<p>What are the key activities that have taken place over the last quarter?</p> 	
<p>Please provide a summary of the activities the CBNC plans to undertake over the coming year.</p> 	
<p>Does the CBNC have any recommendations or concerns they wish to present to Council? (If so, please list them from highest to lowest priority.)</p> 	
SIGNATURE	
Signature of Person who Completed the Report:	Date: