



SPLATSIN GOVERNANCE POLICY

July 20, 2021

PREAMBLE

Splatsin is committed to improving the overall health and wellness of its community. The issue of whether to include aspects of the Splatsin Wellness and Development Strategy within the Splatsin Governance Policy was discussed at length. It was decided that the principle of personal responsibility is strongly held within positions of leadership and therefore wellness belongs amongst a governance framework.

The first objective of the Splatsin Wellness and Development Strategy is to improve the mental, physical, emotional and spiritual wellness of the membership. It is acknowledged that personal development is life long and that opportunities for development are encompassing regardless of one's circumstances within a community. Moreover, it is the intended function of the Governance Policy to provide a framework that not only fosters the very best decision-making environment but also holds our leaders up in order to give them the best opportunity for personal growth and development.

It is the aim of the Governance Policy that leaders - Kukpi7 and Tkwamipla7 as equal - will benefit from kindness and understanding during times of development in the expectation that it will be reflected back.

In this manner, Splatsin is committing itself to a new way of thinking with the expectation that by adjusting our perspective to that of a model of forgiveness that our language, culture, and traditions will flourish once again.

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PART 1 PRINCIPLES

A. SPLATSIN DECLARATION

Splatsin are the original people of this land and have an absolute right to self-determination through our own unique forms of government.

We, the Splatsin, by virtue of having the inherent right provided by the Creator, exercise our responsibility for the well-being of our members, as the ancestors of our Nation have exercised this as a matter of right since time immemorial.

Our traditional language is Salish, and our heritage, history and culture including our language and religion, are tied to the Secwepemc territory -- from the BC/Alberta border, near the Yellowhead pass, to the plateau west of the Fraser River, southeast to the Arrow Lakes, and to the upper reaches of the Columbia River.

We are committed to honoring and respecting the traditions of our ancestors and our oral history.

Aboriginal Rights and Title

The Splatsin people are members of the Secwepemc Nation, which has occupied and benefited from the Secwepemc traditional territory, since time immemorial.

The Splatsin has never ceded, surrendered, or in any way relinquished Aboriginal title and will continue to assert our interests and exercise our Aboriginal rights over our traditional territory.

Through this governance policy, the members of Splatsin exercise their inherent right to self-government and will manage, develop and utilize lands and resources within the Splatsin territory to achieve a healthy and prosperous community.

Splatsin will address all issues of Splatsin, jurisdiction, rights and title with the Crown and other nations on a government-to-government basis only.

B. CORE PURPOSE

The purpose of this governance policy is to guide and inform the decision-making processes that support the Splatsin in asserting jurisdiction, in an accountable and transparent manner, founded on the strength and recognition of our Aboriginal title and rights.

C. OBJECTIVE

The objective of this governance policy is to realize reciprocal accountability among Splatsin leadership and membership through systems of good governance.

In addition, it is the long-term objective of this policy to function as a tool to revitalize the Secwepmctsin language whereby recognizing that our ultimate governance structure exists within our traditional language.

D. VALUES

We keep our commitments. All actions are guided by absolute honesty, fairness and respect for every member.

We commit to uphold and be accountable for our common values and actions in a truthful, fair, and straightforward manner.

We commit to listen, speak openly, honestly, and effectively within the framework of our legal obligations.

We believe in the value of teamwork and spirit of cooperative effort within our organization and our community.

We value respect and transparency and strive to deliver the highest level of service possible to our members.

We are dedicated to being fully informed on all presenting issues to avoid gossip, half-truths and confusion.

E. ASSERTION STRATEGY GOALS

Governance: To ensure Splatsin gets out from under the “Indian Act” and asserts our governance structure based upon our traditions and values.

Environment: To enhance and protect our environment and interests within Secwepmculucw and our area of responsibility.

Economic Development: To facilitate employment and economic opportunities for Splatsinaca to generate wealth and move towards greater independence.

Culture and Language: To promote, protect and preserve Splatsin culture and language.

Infrastructure: To develop sustainable short and long-term infrastructure and capital planning that creates benefits for our people.

Human & Social Services: To facilitate success through the promotion and delivery of health and wellness opportunities for the individual and family.

PART 2 DEFINITIONS

“Alternative Dispute Resolution Group” means solving disputes outside the courts such as such as arbitration, mediation, or negotiation.

“Band Manager” means the person who is responsible for leading the day-to-day administration or management of the First Nation and who reports directly to Tkwamipla7;

“Chairperson” means the person assigned the role to chair of a Sqw7al;

“Code of Conduct” means is the Schedule ‘Avoiding and Mitigating Conflicts of Interest’ attached to and forming part of the *Financial Administration Law*;

“Code of Ethics” is the declaration attached to this Policy as Appendix 2;

“Conflict of Interest” means in short; an Individual/Board member that uses their position or authority to benefit either themselves, friend, or immediate family in an unfair manner such as lobbying for said person to be next in line for house or on their behalf to any staff or committees. Any conflicts or perceived conflicts may be subject to review by an appeals committee and brought to Chief and Council for transparency and exclusion of being in the duly when issue is discussed, and decisions made;

“Committee” refers to a group of people appointed by Kukpi7 and Tkwamipla7 for the purpose of advising Tkwamipla7 or conducting decision-making activities.;

“Delegate” means a Splitsin Member who has been delegated to speak to an item on the Kukpi7 and Tkwamipla7 Sqw7al agenda;

“Election Code” means the Splitsin Custom Election Code that was approved and signed on the 16th day of February 2016 as amended from time to time;

“Financial Administration Law” means the Splitsin Financial Administration Law as amended from time to time;

“Harassment Policy” means the Harassment Policy included in the Splitsin Human Resource Policy;

“Human Resource Policy” means the Splitsin Human Resource Policy;

“Kukpi7” (kook-pea) means a Splitsin member who was democratically elected to serve as Chief of the Splitsin Tkwamipla7;

“Kukpi7 and Tkwamipla7 Accountability Process” means the Kukpi7 and Tkwamipla7 accountability process set out in Part 4, Section C;

“Immediate family” means a spouse (including common-law spouse), parent, grandparent, child (including adopted children or those living with you as your child), grandchild or sibling. Immediate family also includes the spouse (including common-law spouse) of an immediate family member;

“Motion to Reprimand” means a motion by Quorum of Tkwamipla7 who are not in conflict reprimanding the Kukpi7 or Tkwamipla7 pursuant to this Policy;

“Oath of Confidentiality” means declaration appended at Appendix 3;

“Oath of Office” means declaration appended at Appendix 1;

“Policy” means this Splatsin Governance Policy;

“Quorum” – means four (4) Tkwamipla7 not including the Chair;

“Sqw7al” (skw-al) means meeting;

“Splatsin Members” means individuals listed on the Splatsin Band List;

“Splatsin Team Charter” means the declaration appended at Appendix 5; and

“Tkwamipla7” (te-kwah-meep-la) means an individual Splatsin Councillor and all Councillors acting together as a Council (collective and individual).

PART 3 LEADERSHIP - KUKPI7 AND TKWAMIPLA7 GOVERNANCE PROCESS

A. GOVERNING OBLIGATIONS

1. Splatsin elections must be governed by the Election Code.
2. Each elected Kukpi7 and Tkwamipla7 agree and swear to the following:
 - a) Oath of Office;
 - b) Oath of Confidentiality; and
 - c) Code of Conduct.

B. KUKPI7 AND TKWAMIPLA7 AUTHORITY, ROLES AND RESPONSIBILITIES

3. The Kukpi7 and Tkwamipla7 acts as the legal representative for Splatsin and therefore has the power to:
 - a) enact by-laws;
 - b) amend and approve policies;
 - c) set community priorities;
 - d) make decisions about Splatsin land;
 - e) decide how to exercise Splatsin's Aboriginal Rights and Title;
 - f) enter into significant agreements such as Impact Benefit agreements;
 - g) make expenditures exceeding \$1,000,000; and
 - h) make strategic decisions on behalf of Splatsin Members unless otherwise provided in the Policy.
4. Kukpi7 and Tkwamipla7 will:
 - a) conduct regular Kukpi7 and Tkwamipla7 Sqw7al;
 - b) initiate and maintain short-term (2-5 years) and long-term (5-10 years) strategic plans that include prioritized objectives, criteria and measurement values;
 - c) promote program development, with specific resourcing commitments, for Elders and youth;
 - d) provide direction and guidance to the Band Manager on the implementation of policies and decisions;

- e) ensure responsible financial management, accountability and record keeping for all monies received by or flowing through the Splatsin, as well as for band-owned businesses as required by the Financial Administration Law;
 - f) ensure responsible human resource management through implementation of the Human Resource Policy; and
 - g) ensure a safe and secure working environment that promotes equality of opportunities, respect for human rights and compliance with all applicable statutes and regulations.
5. Kukpi7 and Tkwamipla7 are responsible for:
- a) protecting Splatsin Aboriginal Inherent Rights and Title;
 - b) managing Splatsin lands and resources;
 - c) providing the vision and leadership to guide the social, economic, political, spiritual, safety, and well-being of Splatsin;
 - d) developing, enacting and implementing policy;
 - e) creating annual short and long-term community plans; and
 - f) representing Splatsin, as required, at ceremonial, official and other events.

C. KUKPI7 AND TKWAMIPLA7 COMMUNICATION

6. Kukpi7 and Tkwamipla7 must create and maintain a nurturing relationship for all Splatsin Members, but especially with the Elders and youth in order to promote cultural values and customs.
7. Kukpi7 and Tkwamipla7 will ensure that they consult with the Splatsin Members to get input on determining the overall direction of the Splatsin government.
8. Kukpi7 and Tkwamipla7 will work to engage the Splatsin community by:
- a) holding duly scheduling Sqw7al at pre-determined intervals;
 - b) communicating the time, date and location of these Sqw7al through a variety of communication tools;
 - c) offering live streams of Kukpi7 and Tkwamipla7 Sqw7al and Community Assembly Sqw7al through the Splatsin website;
 - d) designing a process specifically for youth engagement, including a mentorship program;

- e) inserting community consultation triggers into specific policies to address community concerns on key issues; and
 - f) promoting and participating in community activities.
9. Kukpi7 and Tkwamipla7 may officially communicate with Splatsin Members using, but not limited to, the following methods:
- a) engaging in discourse at Kukpi7 and Tkwamipla7 Sqw7al;
 - b) publishing an abridged version Kukpi7 and Tkwamipla7 Sqw7al minutes that includes action items;
 - c) publishing strategic plans;
 - d) publishing annual reports;
 - e) release of annual financial audit summaries;
 - f) presentation of an Annual report and reporting out on all strategic initiatives over the past year at Community Assembly Sqw7al.
10. Kukpi7 and Tkwamipla7 will liaise with other First Nation governments and Aboriginal organizations.
11. Kukpi7 and Tkwamipla7 will establish liaisons/communications with non-Aboriginal governments, private industries, charities and other recognized entities.

D. ACCOUNTABILITY OF KUKPI7 AND TKWAMIPLA7

12. It is acknowledged that at this time, accountability and transparency remain an issue for many First Nations communities. The Splatsin recognizes this challenge and is motivated to be a leader in its resolution.
13. The Kukpi7 and Tkwamipla7 are expected to develop mechanisms to demonstrate their personal accountability to the membership with whom have entrusted their confidence.
14. It is suggested that the Kukpi7 and each Tkwamipla7 or consider maintaining the following communication tools to better assist them in addressing issues of accountability and transparency:
- a) detailed calendars that account for daily activities;
 - b) timesheets that account for time spent in the office not always attributable to a specific initiative; and

- c) quarterly reports to membership outlining advances on projects, initiatives, Committees, and departments.

15. The general rule is that it must be written to be accounted.

E. KUKPI7 ROLES AND RESPONSIBILITIES

16. Kukpi7 is responsible for:

- a) acting as a Chairperson during Kukpi7 and Tkwamipla7 Sqw7al;
- b) representing Splatsin to governments, private industry, Aboriginal organizations and other stakeholders;
- c) acting as a spokesperson for Splatsin to the media, and the general public;
- d) consulting with a broad range of Splatsin Members on a continuing basis to determine contemporary needs and to seek direction; and
- e) adequately consulting with the Splatsin Elders' Advisory Council on appropriate issues.

Acting Kukpi7

17. An Acting Kukpi7 will be appointed when:

- a) Kukpi7 is absent;
- b) Kukpi7 cannot fulfill their duties due to sickness or death; or
- c) a conflict of interest has arisen.

18. If Kukpi7 resigns from office, is removed from office, or dies while in office, Kukpi7 and Tkwamipla7 may elect from amongst themselves an interim Chief until a by-election is held.

F. TKWAMIPLA7 ROLES AND RESPONSIBILITIES

19. Each Tkwamipla7 must:

- a) uphold existing Splatsin laws;
- b) be prepared to negotiate, lobby, and liaise with stakeholders;
- c) participate on Committees, boards, or other institutions to which they have been assigned and/or appointed, and be prepared to report back to Kukpi7 and Tkwamipla7 on such proceedings;

- d) be prepared to elaborate on recommendations brought forth by a Committee or Board, seeking ratification on decisions;
 - e) act as a spokesperson for Kukpi7 and Tkwamipla7, when authorized by Kukpi7 and Tkwamipla7;
 - f) act as a Chairperson for Kukpi7 and Tkwamipla7 Sqw7al when Kukpi7 or the acting Kukpi7 is unavailable;
 - g) report to the general membership on Kukpi7 and Tkwamipla7 activities of which they have specific knowledge; and
 - h) attend all Community Assembly Sqw7al unless there is a valid reason for not attending that has been tabled with at preceding duly convened Tkwamipla7 Sqw7al prior to the Community AssemblySqw7al.
20. Kukpi7 and each Tkwamipla7 have a responsibility to be informed about the issues on which they vote and to offer reasons for their decisions if they vote against the motion.
21. Kukpi7 and each Tkwamipla7 are expected to engage in professional development opportunities in effort to increase the professional capacity of both Tkwamipla7 and the community.
22. Kukpi7 and each Tkwamipla7 will make themselves available to the Splatsin members in an efficient and convenient manner which will create respect and confidence in the Kukpi7 and Tkwamipla7 ability to engage the community.

G. KUKPI7 AND TKWAMIPLA7 OPERATIONS

Remuneration

23. Kukpi7 and each Tkwamipla7 are compensated according to the approved remuneration grid by a base salary.
24. Kukpi7 and each Tkwamipla7 are expected to work from the Splatsin offices, except where not recommended based on Secwepemc health and safety guidelines, based on a 35 hours per week schedule.
25. Kukpi7 and each Tkwamipla7 are expected to account for their time when they are away from the office, either by seeking travel approval for specific Sqw7al, or by communicating with the Band Manager and or Executive Secretary.
26. Kukpi7 and each Tkwamipla7 who either fail to offer a valid reason for his or her absence or who do not effectively communicate with either the Kukpi7 or Band Manager or Executive Secretary may be subject to a pay reduction for the unaccounted time.

Authorizing expenditures

27. The Kukpi7 and the Band Manager may enter a contract for legal counsel, financial audits or professional consultants on behalf of the Splatsin.
28. The use of a signature stamp for authorizing signatures is prohibited.

Travel expenses

29. Kukpi7 and Tkwamipla7 may approve Kukpi7 and each Tkwamipla7 travel request where the travel is necessary in order to conduct the business of Splatsin by way of a digital motion with four (4) Tkwamipla7 responding or at a duly convened Sqwa7al.
30. All requests for travel by Kukpi7 and each Tkwamipla7 will be requested for inclusion on the agenda to the Band Manager and supporting information provided that includes the purpose of the trip, dates of Sqw7al(s), anticipated expenses, date of departure and date of return.
31. Upon return, a travel summary must be submitted to the Kukpi7 and Tkwamipla7 and an oral report offered indicating the benefit to the Splatsin.
32. All expense claims must be submitted within sixty (60) days of incurring the charge or they must not be reimbursed.
33. Kukpi7 and Tkwamipla7 must accept financial responsibility for:
 - a) financial consequences for failure to perform any necessary actions to prevent an unnecessary expense to the Band, such as failing to cancel a hotel room giving enough notice that no charges incurred (unless there is a death in the community); and
 - b) any parking, speeding fines, using a handheld device while driving or tow charges while performing duties on behalf of the Band.

Debts

34. Kukpi7 and Tkwamipla7 must not allow any debts to Splatsin to go into arrears while on Kukpi7 and Tkwamipla7.
35. If Kukpi7 or any Tkwamipla7 remain in arrears to Splatsin for 30 days, they will establish an automatic deduction payment plan.

Gifts

36. Kukpi7 and Tkwamipla7 must not solicit, receive, or accept a gift or service where such action could reasonably be inferred to influence a Kukpi7 and any Tkwamipla7 in the discharge of their duties. This does not apply to a gift or

personal benefit that is received as an incident of the Splatsin traditions or social obligations that normally accompany the responsibility of office.

All gifts or personal benefits must be disclosed to Kukpi7 and Tkwamipla7 during the Kukpi7 or Tkwamipla7 report

H. KUKPI7 AND TKWAMIPLA7 SQW7AL

Timing of Kukpi7 and Tkwamipla7 Sqw7al

37. The first duly convened Kukpi7 and Tkwamipla7 Sqw7al after an election will be held within the first week after election after the Kukpi7 and each Tkwamipla7 have signed the Oath of Office.
38. Except where a Special Kukpi7a and Tkwamipla7 Sqw7al is required to address an emergency, all Tkwamipla7 Sqw7al must take place at a regularly appointed time and place or at an alternate time and place as decided by Kukpi7.

Kukpi7 and Tkwamipla7 Sqw7al Notice

39. Notice of the agenda must be posted by the Band Manager on the secure website no later than the Friday prior to the Kukpi7 and Tkwamipla7 Sqw7al.
40. Kukpi7 and Tkwamipla7 packages will be distributed no later than the Friday before the regularly scheduled Kukpi7 and Tkwamipla7 Sqw7al.

Quorum of Kukpi7 and Tkwamipla7

41. A Kukpi7 and Tkwamipla7 Sqw7al cannot be called to order without Quorum.
42. A Kukpi7 and Tkwamipla7 Sqw7al will not be adjourned if Quorum is lost.
43. If Kukpi7 or a Tkwamipla7 leaves the Kukpi7 and Tkwamipla7 Sqw7al knowing that Quorum to be lost, their decision will be deemed to be along with the majority.

Kukpi7 and Tkwamipla7 Attendance

44. Kukpi7 and Tkwamipla7 must attend all Kukpi7 and Tkwamipla7 Sqw7al and Stsmamlt Services Sqw7al unless they have been excused by the Chairperson or Kukpi7.
45. A Tkwamipla7 must notify Kukpi7 of any anticipated absence and provide reasons through written or verbal communication prior to the Kukpi7 and Tkwamipla7 Sqw7al.
46. The Kukpi7 must inform the Tkwamipla7 of the Tkwamipla7 absence and the reasons given. Attendance must be included in the agenda and unexcused absences will be noted.

47. When necessary and appropriate, Tkwamipla7 may participate in a Tkwamipla7 Sqw7al by means of a telephone conference, or other electronic communication device, which permits all participants in the Sqw7al to hear and be heard. Tkwamipla7 participating remotely in this manner will be deemed to be present at the Sqw7al and can be included as part of quorum.
48. Any Tkwamipla7 absent from a Tkwamipla7 Sqw7al is expected to review the minutes and results of any missed Kukpi7 and Tkwamipla7 Sqw7al.
49. All unexcused absences will be recorded in the Kukpi7 and Tkwamipla7 Sqw7al minutes.
50. Kukpi7 and any Tkwamipla7 must be subject to review if they exceed three unexcused absences in his or her term as Kukpi7 or Tkwamipla7.

Kukpi7 and Tkwamipla7 Sqw7al Agenda

51. The Band Manager must review the agenda prior to each Kukpi7 and Tkwamipla7 Sqw7al to ensure topics on the agenda will fully inform Kukpi7 and Tkwamipla7 to ensure they make an informed decision.
52. Unless otherwise determined by the Tkwamipla7, the order of business at each Kukpi7a and Tkwamipla7 Sqw7al will be as follows:
 - a) meeting convened;
 - b) opening prayer by Tkwamipla7;
 - c) Oath of Office read by Tkwamipla7;
 - d) Declaration;
 - e) Attendance;
 - f) Minutes adopted;
 - g) Agenda adopted;
 - h) Standing Agenda Item;
 - i) Band Council Resolutions;
 - j) Chief and Council Travel Authorization;
 - k) Title (Lands) and Rights (People);
 - l) political;
 - m) Elders group report;

- n) Administration Report;
 - i. Band Administrators' Report
 - ii. Splatsin Stmamlt Services
 - iii. Splatsin health services
 - o) Capital Projects and Infrastructure;
 - p) Economic Development;
 - q) Splatsin Member Concerns;
 - r) Old Business;
 - s) New Business;
 - t) For Information Only; and
 - u) Adjournment.
53. Kukpi7, Tkwamipla7 or Splatsin Member may request that an item be included on the Tkwamipla7 agenda no less than five (5) business days prior to the next scheduled Kukpi7 and Tkwamipla7 Sqw7al. The request must include the requestor's current contact information and all relevant background information in writing.
54. If an item is denied approval for inclusion on the Kukpi7 and Tkwamipla7 agenda, the Band Manager must inform the requestor of the reason that the request was denied in writing.
55. If the Splatsin Member's request is approved, the Band Manager must contact the individual and advise the Splatsin Member of the date, time and place where the matter will be considered by the Kukpi7 and Tkwamipla7 and must invite the Splatsin Member to address Kukpi7 and Tkwamipla7 directly at the Kukpi7 and Tkwamipla7 Sqw7al as a Delegate.
56. If a Splatsin Member has a topic on the agenda, they may invite a support person to attend with the Splatsin Member. The support person's identity must be disclosed for approval 5 days prior to the scheduled Kukpi7 and Tkwamipla7 Sqw7al.
57. Kukpi7 and Tkwamipla7 Sqw7al Agenda will be available upon written request to members by the Band Manager.

Chairperson of Kukpi7 and Tkwamipla7 Sqw7al

58. Unless otherwise designated, the Kukpi7 is the Chairperson of the Kukpi7 and Tkwamipla7 Sqw7al.
59. In the absence of the Kukpi7, a chairperson will be appointed by the remaining Tkwamipla7.
60. The Chairperson must maintain order and decide all questions of procedure.
61. A Tkwamipla7 may appeal the decision of a Chairperson on points of procedure and all such appeals must be decided by a vote of quorum of Tkwamipla7 present.
62. A Chairperson may only speak on an issue if they are temporarily excused from the role as Chairperson and must appoint an interim chairperson. Upon completion of the chairperson's participation in the discussion, they must resume the role as chairperson.

Splatsin Member Participation at Tkwamipla7Sqw7al

63. Kukpi7 and Tkwamipla7 Sqw7al must be open to all Splatsin members, except for in camera sessions.
64. Splatsin Members are only permitted to address the Kukpi7 and Tkwamipla7 if they are a Delegate listed on the agenda specific to the topic.
65. If a Splatsin Member is not a Delegate, it must be to the discretion of the Chairperson if the Splatsin Member is permitted to address the Kukpi7 and Tkwamipla7.
66. Only Splatsin Members are permitted to be observers at Kukpi7 and Tkwamipla7 Sqw7al.

Kukpi7 and Tkwamipla7 decision making procedure

67. A point of discussion arising from the agenda enters the decision-making process when a Tkwamipla7 expresses, by way of a motion, an intention to open the issue for debate.
68. The motion must be seconded by another Tkwamipla7 in order to be discussed by the Kukpi7 and Tkwamipla7.
69. Discussion is generally limited to issues related to the live motion.
70. When the discussion is complete, a vote is called for by the Chairperson where each member opposing the motion must offer their reasons for doing so and the vote is entered into the minutes.
71. Kukpi7 and Tkwamipla7 decisions require:

- a) Kukpi7 and Tkwamipla7 to review the Kukpi7 and Tkwamipla7 packages;
 - b) appropriate community consultation to occur, if applicable;
 - c) due diligence to be completed;
 - d) Kukpi7 and Tkwamipla7 to understand the decision they are undertaking and potential outcomes;
 - e) Kukpi7 and each Tkwamipla7 to offer a reason for their decision if they are voting against a motion or abstaining; and
 - f) recording in the Kukpi7 and Tkwamipla7 Sqw7al minutes.
72. All Tkwamipla7 must vote either in favour of or against a matter being considered. No abstentions are permitted on a vote, except when a Tkwamipla7 is precluded from voting because of a conflict of interest, such conflict of interest will be entered into the minutes.
73. Tkwamipla7 will, collectively, strive for consensus.
74. A majority must in no instance be fewer than three members of Tkwamipla7.
75. The Kukpi7 or chairperson may only vote in order to break a tie.
76. The secretary must record the results of a vote in the minutes.

Procedures for Band Tkwamipla7 Resolutions

77. Band Tkwamipla7 Resolutions must be presented and considered at Kukpi7 and Tkwamipla7 Sqw7als.
78. The chairperson must read each proposed Band Tkwamipla7 Resolution aloud.
79. A motion may be made by a Tkwamipla7 and seconded by another Tkwamipla7.
80. Once a motion is live, the chairperson must open discussions on the Band Tkwamipla7 Resolution.
81. Tkwamipla7 who moves a motion must have the first opportunity to speak on that motion.
82. Every Tkwamipla7 must offer reasons for either supporting or opposing the motion.
83. The chairperson must call for a vote upon the completion of the discussion on the proposed Band Tkwamipla7 Resolution.

84. Unless otherwise specified in the Band Tkwamipla7 Resolution, the Resolution must come into effect on the date the Band Tkwamipla7 Resolution was passed.
85. No passed Band Tkwamipla7 Resolution must be deemed invalid only by reason of a refusal or omission of a Tkwamipla7 to sign a passed Band Tkwamipla7 Resolution unless quorum has signed the Band Tkwamipla7 Resolution.
86. The Band Manager stores a copy of all passed Band Tkwamipla7 Resolutions and maintain copies in chronological order.
87. A passed Band Tkwamipla7 Resolution may be amended or rescinded by a subsequent passed Band Tkwamipla7 Resolution.
88. Where two passed Band Tkwamipla7 Resolutions deal with the same matter in a contradictory manner, the earlier Band Tkwamipla7 Resolution will be rescinded, and the most recent Band Tkwamipla7 Resolution will come into effect.

Kukpi7 and Tkwamipla7 Sqw7al Minutes

89. The Band Manager will be responsible for ensuring that Tkwamipla7 has a dedicated staff member responsible for:
 - a) taking attendance of Kukpi7 and Tkwamipla7 present and all others attending the Sqw7al;
 - b) recording and unexcused absences;
 - c) record minutes of the Sqw7al;
 - d) record decisions and votes;
 - e) maintain action item list and distribute accordingly;
 - f) provide all relevant motions, decisions, and BCR's to appropriate Splantsin Departments; and
 - g) carry out further such duties as required by Kukpi7 and Tkwamipla7.
90. The failure or refusal of the Kukpi7 and Tkwamipla7 to approve the minutes of a Tkwamipla7 Sqw7al invalidates the adoption of the minutes, and the matter must be resolved whereby amendments are made by Band Manager and returned the following Kukpi7 and Tkwamipla7 Sqw7al for approval.
91. Any Splantsin Member may, at any reasonable time, inspect the minutes of any Tkwamipla7 and Kukpi7Sqw7al by making an appointment with the Band Manager.

Conduct at Kukpi7 and Tkwamipla7 Sqw7al

92. Cell phones must be turned off or switched to vibrate. If a cell phone rings during the Kukpi7 and Tkwamipla7 Sqw7al, there will be a \$40.00 fine to be paid by the person that didn't switch their phone to vibrate. The money will be divided between the Elders and the Youth.
93. Kukpi7 and Tkwamipla7 will not tolerate intoxication, rudeness, swearing or any personal attacks during Kukpi7 and Tkwamipla7 Sqw7als from any person attending the Kukpi7 and Tkwamipla7 Sqw7al, including fellow Tkwamipla7.
94. The chairperson must determine if a person's conduct is inappropriate and, in such instances, must request that any person and/or people leave a Kukpi7 and Tkwamipla7 Sqw7al. If the person refuses to leave the Kukpi7 and Tkwamipla7 Sqw7al, then the Kukpi7 and Tkwamipla7 Sqw7al must be rescheduled and adjourned immediately.

Special Kukpi7 and Tkwamipla7 Sqw7al

95. Kukpi7 may call a Special Kukpi7 and Tkwamipla7 Sqw7al to consider any matter of an urgent nature with motions, minutes and BCR's passed at the next duly convened Kukpi7 and Tkwamipla7 Sqw7al.
96. The Band Manager must, as soon as possible, advise Kukpi7 and Tkwamipla7 using all reasonable efforts of the date, time, location and subject matter of the Special Kukpi7 and Tkwamipla7 Sqw7al.
97. There must be a quorum of Tkwamipla7 present to conduct a Special Kukpi7 and Tkwamipla7 Sqw7al.

In-Camera Kukpi7 and Tkwamipla7 Sqw7al

98. Kukpi7 and Tkwamipla7 have sole discretion to determine that a Kukpi7 and Tkwamipla7 Sqw7al, or portion of a Kukpi7 and Tkwamipla7 Sqw7al, should be conducted as in-camera (closed) session due to the confidential and sensitive nature of the information.
99. Attendance by Splatsin employees may be requested by Kukpi7 and Tkwamipla7 for all or part of an in-camera session.
100. Attendance of Splatsin Members maybe requested by Kukpi7 and Tkwamipla7 for all or part of an in-camera session
101. Motions and decisions are recorded in-camera and kept confidential.

I. COMMUNITY ASSEMBLY SQW7AL

Community Assembly Sqw7al

102. A Community Assembly Sqw7al must be held, at a minimum of, every three months.
103. Kukpi7 and Tkwamipla7 will set the annual schedule of Community Assembly Sqw7al which will include the dates, time and place for the Community Assembly Sqw7al for the upcoming year. No later than April 1 every year, Kukpi7 and Tkwamipla7 will communicate the schedule of Community Assembly Sqw7al for the year.
104. If a Community Assembly Sqw7al is not held within a three-month period, it will be at the discretion of the Tkwamipla7 to select a make-up Community Assembly Sqw7al, or to shift agenda items to the next regularly scheduled Community Assembly Sqw7al.
105. Kukpi7 and Tkwamipla7 may not cancel two consecutive Community Assembly Sqw7al without making up at least one.
106. Community Assembly Sqw7al agenda will be approved at the prior duly convened Kukpi7 and Tkwamipla7 Sqw7al.
107. Notice of the date, time, place, and agenda must be posted by the Kukpi7 or their delegate:
 - a) in a public area of the Splatsin administration building;
 - b) on the Splatsin website;
 - c) Splatsin Facebook page; and
 - d) emailed to the membership list at least one week before the Community Assembly Sqw7al to serve as a reminder of the previously released annual schedule of Sqw7al.
108. The minutes of a Community Assembly Sqw7al must be distributed within fifteen (15) working days of the completed date for the Community Assembly Sqw7al.

Special Community Assembly Sqw7al

109. Special Community Assembly Sqw7al may be held:
 - a) when called as a Special Community Assembly Sqw7al by Kukpi7; or
 - b) upon petition, signed by not less than one hundred Splatsin voting members, and duly presented to the Kukpi7 and Tkwamipla7 and/or the Band Manager.

110. Tkwamipla7 can request Kukpi7 to call a special community assembly Sqw7al
111. Kukpi7 must call a Special Community Assembly Sqw7al within seven (7) days of receiving the petition.

Participation at Community Assembly Sqw7al

112. Each Tkwamipla7 is expected to participate in all Community Assembly Sqw7al. If a Tkwamipla7 is absent from a Community Assembly Sqw7al, the Chairperson must inform the members present at the Community Assembly Sqw7al of the reason for the Tkwamipla7 absence.
113. Kukpi7 and Tkwamipla7 to assess the effectiveness of Community Assembly Sqw7al and make necessary adjustment to ensure maximum Splatsin member participation.
114. Splatsin will not tolerate intoxication, rudeness, swearing or any personal attacks during Community Assembly Sqw7al.
115. Kukpi7, any Tkwamipla7 or Splatsin member, who demonstrates any of the above noted behavior will be asked to leave the Community Assembly Sqw7al. If the individual refuses to leave the Community Assembly Sqw7al, the Community Assembly Sqw7al must be adjourned immediately and rescheduled later.
116. Individuals who have caused a Community Assembly Sqw7al to be adjourned because of their poor behavior may be excused from further Community Assembly Sqw7al at the Kukpi7 and Tkwamipla7 discretion.
117. Kukpi7 and Tkwamipla7 may request to meet with the individual(s) before the next Community Assembly to discuss their behavior. If the individual is Kukpi7 or Tkwamipla7, they may be deducted honorarium for the Community Assembly Sqw7al and may face suspension depending on severity of the incident.
118. Splatsin members can vote on a motion three ways:
 - a) raising his/her hand by physical presence; or
 - b) when applicable, online voting may be allowed in circumstances where the Kukpi7 and Tkwamipla7 are confident that appropriate measures have been undertaken to ensure the authenticity of the voting Splatsin member.

J. COMMITTEES

Committee Structure

119. A successful Committee relies on having individual Committee members operate in the best interest of the Splatsin as a whole. All members of a Committee share

responsibility in building group unity, and, while respecting confidentiality, also promoting openness and awareness of Committee operations to the community.

120. All members of a Committee share responsibility in building group unity, and while respecting confidentiality, also promoting openness and awareness of Committee operations to the community.
121. All Committees will have clear Terms of Reference that are approved by Kukpi7 and Tkwamipla7 at a duly convened Kukpi7 and Tkwamipla7 Sqw7al.
122. Committee members can be requested to attend a Community Assembly Sqw7al if an issue relevant to his or her Committee is on the agenda.
123. Committees are required to meet annually, at a minimum, in order to review Kukpi7 and Tkwamipla7's strategic framework for the area relevant to their Committee.
124. Committees will be encouraged to include Youth and Elders.

Role of a Kukpi7 and Tkwamipla7 on Committees

125. The role of the Kukpi7 or Tkwamipla7 on a Committee is to bring membership and consumer ideas to the Committee. When serving in this capacity, the individual is not serving as a Tkwamipla7, but as a volunteer advising the staff.
126. A Tkwamipla7 does not have the authority or responsibility to give reports to Kukpi7 and Tkwamipla7 on his or her activities while a Committee member.

Role of Department Managers on Committees

127. The Department Manager will be the Chairperson of the Committee.
128. The role of Department Manager on a Committee is to provide consultation and support to the Committee.

Role of Staff Members on Committees

129. Only the Band Manager may assign staff to Committees, subject to acceptance of the Committee.
130. When serving on Committees, the staff members represent the administration offices.
131. Staff members are permitted to vote as Committee members.

K. POLICY DEVELOPMENT

132. Policies may be recommended to the Kukpi7 and Tkwamipla7 by Committees, Advisory Councils, Boards of Directors, Kukpi7, individual Tkwamipla7, Splatsin employees or Splatsin Members.
133. All proposed policies will be researched to ensure that they are legal, and do not contradict already established Splatsin laws and policies, or any human rights legislation.
134. If approved by the Kukpi7 and Tkwamipla7, policies will be written, coded, dated at time of approval and included in all copies of the Kukpi7 and Tkwamipla7 Orientation Binders and stored with appropriate access available to staff and membership

PART 4 CONDUCT OF LEADERSHIP

A. CONFLICT OF INTEREST

Conflict of Interest

135. Each Splatsin Kukpi7 and Tkwamipla7 is responsible for furthering and supporting the mandate of Splatsin and to ensure that quality services are provided to the Splatsin membership and is expected to act with integrity and impartiality, by placing the interests of the Splatsin ahead of any self or private interests and in doing so each Kukpi7 and Tkwamipla7 must adhere to the following rules:
 - a) avoid circumstances that may result in actual or perceived Conflicts of Interest;
 - b) act in a manner that promotes and enhances the confidence of Splatsin Membership as Kukpi7 or a Tkwamipla7;
 - c) act honestly and in the best interest of Splatsin;
 - d) not place themselves under the obligation of any Splatsin member, employee, contractor or any other outside third party who might benefit from such special consideration on their part;
 - e) avoid participation in any official Splatsin matter(s) where they have a personal interest;
 - f) not use their political positions or influence to gain an advantage for purposes that are or give the appearance of being motivated by a desire for personal interest; and

- g) "Personal interest" does not include an interest in a decision that is of general application or that affects a Kukpi7 and Tkwamipla7 as one of a broad class of persons.
- 136. The Kukpi7 or a Tkwamipla7 cannot advocate on behalf of a Splatsin Member who is being served by or requesting a service(s) from Splatsin.
- 137. The Kukpi7 or Tkwamipla7 must refer a Splatsin Member request for services the matter to the Band Manager to contact the respective Splatsin member to conduct the necessary inquires and to provide the necessary actions regarding the relevant service(s).
- 138. The Kukpi7 or a Tkwamipla7 may ask for an update as to the status of the service(s) being requested or provided but must not be harassing the respective personnel providing or assessing the service(s) being requested or provided.
- 139. The Kukpi7 or a Tkwamipla7 may use their political authority or influence to assist in a Community Assembly Sqw7al for the best interests of the receiver of the service(s) of the Splatsin, which changes the procedures for access and/or delivery of the service(s) in question to be more effectively and efficiently provided for all Splatsin members, then such action would generally be interpreted as proper and not a matter of Conflict of Interest.

Admitted Conflict

- 140. The Kukpi7 or a Tkwamipla7 who has reasonable grounds to believe that they have a conflict of interest in a matter must disclose the Conflict of Interest and:
 - a) the Kukpi7 or a Tkwamipla7 who is, or perceives themselves to be in a Conflict of Interest must immediately disclose the conflict, orally or in writing to the Kukpi7 and Tkwamipla7;
 - b) the declared conflict of interest must be recorded in the minutes of the Kukpi7 and Tkwamipla7 Sqw7al;
 - c) the Kukpi7 or Tkwamipla7 must immediately leave the Tkwamipla7 chambers while the conflict is discussed;
 - d) the Kukpi7 or Tkwamipla7 will not participate in the discussion and/or vote on the matter; and
 - e) the Kukpi7 or Tkwamipla7 must not sign any BCR or motion or other document related to the matter for which the conflict was declared.
- 141. Where the Kukpi7 or a Tkwamipla7 is in doubt as to whether a Conflict of Interest exists, the Kukpi7 or Tkwamipla7 must consult with the Kukpi7 and/or Tkwamipla7 to determine if a Conflict of Interest exists.

Reported Conflict

142. In the event the Kukpi7, a Tkwamipla7, employee or Splatsin Member perceives the Kukpi7 or a Tkwamipla7 to be in an actual or a perceived Conflict of Interest, the alleging person must immediately report the matter, in writing, to the Band Manager, who must immediately submit the report to the Kukpi7 and Tkwamipla7.
143. Upon receipt of the report respecting the Conflict of Interest, the Splatsin Kukpi7 or Tkwamipla7 who is the subject of the alleged Conflict of Interest must be given the opportunity to remove themselves voluntarily from all further discussions and activities pertaining to the matter in question.
144. If the Kukpi7 or a Tkwamipla7 who is the subject of the alleged Conflict of Interest, does not voluntarily remove themselves from all further discussions and activities pertaining to the matter in question, the Kukpi7 and Tkwamipla7 must:
 - a) adjourn any further discussions on the matter;
 - b) Initiate an investigation into the alleged conflict;
 - c) review and assess all relevant information and documentation regarding the alleged conflict;
 - d) determine whether the facts substantiate a conflict or not; and
 - e) formally advise the Kukpi7 or Tkwamipla7 accused of the conflict of interest of their findings.
145. The Kukpi7 or Tkwamipla7 accused of a conflict of interest shall not participate in the deliberations regarding the alleged conflict of interest.
146. If the Kukpi7 or a Tkwamipla7 is found to be in conflict of interest, the Kukpi7 or Tkwamipla7 must abide by the procedure set out in declared conflicts of interest.

B. CONFIDENTIALITY PROCEDURES

147. Understanding that confidential sensitivities may vary in scope depending on the issue, specific issues or departments may impart their own confidentiality procedures. A review of all confidentiality procedures should be undertaken regularly to ensure valuable information is being adequately protected.
148. The Kukpi7 and each Tkwamipla7 are required to sign the Splatsin Code of Confidentiality, listed in this policy as Appendix 3, and demonstrate understanding of the duty to maintain confidentiality by signing the oath before being permitted to be sworn into office.

149. If the Kukpi7 or any Tkwamipla7or is unsure of whether information should be disclosed, they should defer to the Kukpi7 and Tkwamipla7 at a regular Kukpi7 and Tkwamipla7 Sqw7al for a decision.
150. Methods used to guard against the unauthorized access to confidential information include, but are not limited to:
 - a) use of passwords on electronic systems;
 - b) locked office doors and filing cabinets;
 - c) use of privacy screens on computer monitors;
 - d) ensuring that confidentiality clauses are included in any contracts and/or agreements that Kukpi7 and Tkwamipla7 enter into on behalf of the Splatsin;
 - e) ensuring that a reference to duty to maintain confidentiality is included in letters of appointment for board and/or Committee members representing Splatsin and its entities;
 - f) ensuring that reference to duty to maintain confidentiality is included in terms of reference for any Committee that Kukpi7and Tkwamipla7 strike; and
 - g) ensuring that individuals, groups, organizations, and corporate representatives sign a non-disclosure agreement in specific and necessary circumstances.
151. A non-disclosure agreement may be required in specific circumstances to support the existing confidentiality procedures where information is highly sensitive, and release of information could result in significant damage to the Splatsin;
152. The Band Manager must be responsible for keeping on file all confidentiality agreements and non-disclosure agreements that are relevant to Kukpi7 and Tkwamipla7.
153. Reports of breach of confidentiality, or suspected breach of confidentiality, may be submitted on a confidential basis to the Band Manager which must trigger the Kukpi7 and Tkwamipla7 Accountability Process.
154. All disclosures made under this policy and all investigations will be handled in a confidential and sensitive manner and will be only disclosed to parties that have a legitimate need to know, or as required by law.

C. KUKPI7 AND TKWAMIPLA7 ACCOUNTABILITY PROCESS

155. The Kukpi7 and Tkwamipla7 are committed to govern with excellence and therefore must accept the responsibility to discipline fellow Kukpi7 and Tkwamipla7 with due reverence.
156. Splatsin believes in inspiring its Kukpi7 and Tkwamipla7 in such a way that allows for personal growth, through times of poor judgement.

Disciplinary Action against the Kukpi7 or a Tkwamipla7

157. If the Kukpi7 or a Tkwamipla7 is alleged to have breached any of their duties or failed to carry out their responsibilities to the requisite standards set out in the:
 - a) Policy,
 - b) Election Code,
 - c) Oath of Office,
 - d) Splatsin Code of Conduct;
 - e) The Oath of Confidentiality; and
 - f) The Harassment Policy.

this will trigger the following disciplinary procedures.

158. The following process will apply to the Kukpi7 or any Tkwamipla7 subject to disciplinary procedures:
 - a) a complaint is received by the Kukpi7 and Tkwamipla7 executive secretary;
 - b) Kukpi7 and Tkwamipla7 is notified;
 - c) a preliminary discussion at a duly convened Kukpi7 and Tkwamipla7 Sqw7al must determine if further investigation is warranted; and
 - d) if an investigation is ordered, two (2) Tkwamipla7 will be assigned to investigate the matter. At the Tkwamipla7's discretion, the Band Manager or a neutral third party may assist with the investigation.
159. By the following Kukpi7 and Tkwamipla7 Sqw7al, the two (2) Tkwamipla7 assigned to investigate the matter will propose a resolution to the matter to the Kukpi7 and Tkwamipla7 who must, by way of motion:
 - a) Accepted the resolution and the matter and its resolution will be noted in the Kukpi7 and Tkwamipla7 minutes; or

- b) Decline the resolution and discuss an alternative with another team of two (2) Tkwamipla7 to investigate an alternative solution.
160. If there is no change in the behavior of the Kukpi7 or Tkwamipla7, or in the circumstances of an extreme nature, Tkwamipla7 may, by Band Council Resolution (BCR) bring a Motion to Reprimand to:
- a) deny the Kukpi7 or Tkwamipla7 access to Kukpi7 and Tkwamipla7 meetings and Splantsin Stsmamlt Services Sqw7al;
 - b) prohibit the Kukpi7 or Tkwamipla7 from performing any Kukpi7 or Tkwamipla7 duties;
 - c) suspend the Kukpi7 or Tkwamipla7 without honorarium for up to two (2) weeks; and
 - d) remove the Kukpi7 or Tkwamipla7 from office in accordance with the Election Code.
161. While the Kukpi7 or a Tkwamipla7 is participating in corrective action that takes longer than two (2) weeks, a quorum of Tkwamipla7 may determine that the Kukpi7 or Tkwamipla7 can determine honorarium
162. If the Kukpi7 or Tkwamipla7 has been removed from Tkwamipla7 office under this part, then the Kukpi7 or Tkwamipla7 is no longer eligible to receive honorarium, or any form of compensation and all incidents will be put in the person's personnel file with Payroll in a sealed envelope. It can only be accessed by Kukpi7 or Tkwamipla7 there is a motion from the Tkwamipla7 duly convened Sqw7al and will be done with strict confidentiality.
163. If the Kukpi7 or the Tkwamipla7 subject to the disciplinary action does not accept the resolution or reprimand, they may advance an appeal whereby they can request that the matter be reviewed by two (2) Tkwamipla7s of the individual's choosing.
164. The Kukpi7 and Tkwamipla7 will consider the recommendation of the two (2) Tkwamipla7s of the individual's choosing.

Abuse of Drugs

165. The Kukpi7 and all Tkwamipla7 will not use any illegal substances or non-prescribed narcotics while serving as Kukpi7 or Tkwamipla7.
166. If the Kukpi7 or a Tkwamipla7 is suspected of using illegal substances or abusing prescribed narcotics, they will be required to conduct a drug test and/or produce a doctor's note.
167. If a drug test is required, it will be done through a hair sample paid by [political].

168. Kukpi7 and Tkwamipla7 will review the drug test and/or doctors note in camera to determine if the Kukpi7 or Tkwamipla7 is using any illegal substances or non-prescribed narcotics.
169. If Kukpi7 and Tkwamipla7 determined the Kukpi7 or Tkwamipla7 is using any illegal substances or non-prescribed narcotics, they will be required to step down from Kukpi7 and Tkwamipla7 until they can show they are no longer using any illegal substances or non-prescribed narcotics.

Alternative Dispute Resolution Process

170. If the discipline of the Kukpi7 or the Tkwamipla7 cannot be resolved internally, the Kukpi7 and Tkwamipla7 may direct by Band Council Resolution, that the matter be directed to the Band Manager to schedule a hearing with the Alternative Dispute Resolution Group.
171. Kupa7 and Tkwamipla7 will be apprised of the youth members as well as their Elder advisors in order to allow a conflict of Interest to be raised.
172. If no conflict of Interest rises, the Alternative Dispute Resolution Group will announce where the hearing will be held.
173. The Kukpi7 and all Tkwamipla7 are expected to be present during the hearing.
174. The Alternative Dispute Resolution Group must decide the procedure of the hearing. The following is a recommended procedure:
 - a) Opening prayer;
 - b) Smudge;
 - c) Introduction of participants;
 - d) Telling of the story;
 - e) Explanation for decisions made;
 - f) Apology for hurt that decisions caused;
 - g) Commitment to refrain from damaging activity;
 - h) Comments from the Alternative Dispute Resolution Group;
 - i) Three (3) day recess to allow for the Alternative Dispute Resolution Group to discuss the matter with their Elder advisor; and
 - j) Reconvening to present remedies.

Alternative Dispute Resolution Remedies

175. The remedy for poor judgment must be decided by the Alternative Dispute Resolution Group and may include, but is not limited to:
- a) full participation in the Alternative Dispute Resolution process may be enough for the Alternative Dispute Resolution Group to feel confident that the individual will not continue the negative behavior;
 - b) a cultural activity (Example: fishing for the community);
 - c) suspension of pay for a designated time frame;
 - d) suspension of voting at the Kukpi7 and Tkwamipla7 table for a designated time frame; or
 - e) in extreme circumstances, and where the Alternative Dispute Resolution Group either feels that the individual is not remorseful or is likely to commit the offending act again to the detriment of the community, it may recommend that a Band Council Resolution be passed to remove the individual from political office at a duly convened Community Assembly Sqw7al.
176. If a BCR has passed to remove the Kukpi7 or a Tkwamipla7 from Kukpi7 and Tkwamipla7, the Department of Indigenous Services Canada must be notified.

Part 5 ADMINISTRATION

A. KUKPI7 AND TKWAMIPLA7 RELATIONSHIP TO THE BAND MANAGER

177. Kukpi7 and Tkwamipla7 and the Band Manager must have a relationship based on:
- a) open, honest and transparent communication;
 - b) respectful discussion of issues;
 - c) accurate and timely information-sharing;
 - d) clear outlines of when a decision must be made with associated timelines; and
 - e) annual performance review of the Band Manager.

Employment and Membership issues

178. If the Splatsin Member is also a Splatsin employee, the employee/member may request a Sqw7al with Kukpi7 or a Tkwamipla7 to discuss a matter that is primarily regarding membership and does not include an employment related issue but is

required to do so outside of regular business hours. Any employment related issue must pass through the necessary management level and tabled, if necessary, by the Band Manager at a duly convened Tkwapla7 Sqw7al.

Delegation to the Band Manager

179. Kukpi7 and Tkwapla7 will instruct the Band Manager through written policies that describe the goals to be achieved and situations and actions to be avoided and through action items and motions at the duly convened Kukpi7 and Tkwapla7 Sqw7al.
180. The Band Manager operates at the pleasure of the Kukpi7 and Tkwapla7 whereby the nature of the relationship between administration and leadership must be one of mutual respect.
181. The Band Manager is authorized to decide, take all actions and develop all activities consistent with Kukpi7 and Tkwapla7's established policies and direction.
182. The Band Manager will periodically review the application of Splatsin policies and procedures to ensure fair and equitable operating framework.
183. Kukpi7 and Tkwapla7 will respect the Band Manager's administrative choices and decisions where a policy is absent.
184. With or without the recommendation of the Band Manager, Kukpi7 and Tkwapla7 may add or rescind areas of policy but is responsible to immediately communicate such changes to the Band Manager.
185. The Band Manager guarantees that no contravention is intentionally kept from Tkwapla7.
186. The Band Manager will report contraventions to Kukpi7 and Tkwapla7 as part of his or her usual reporting. This does not exempt the Band Manager from subsequent Kukpi7 and Tkwapla7 judgement of the action.

Unity of Control

187. Only decisions of the Kukpi7 and Tkwapla7 acting as a body are binding on the Band Manager.
188. Decisions or instructions of individual Tkwapla7 or Committees are not binding on the Band Manager except in rare situations when the Kukpi7 and Tkwapla7 has specifically authorized the exercise of such authority.
189. If Kukpi7, Tkwapla7 or Committees request information or assistance without Kukpi7 and Tkwapla7 authorization, the Band Manager can refuse those

requests that require (in the opinion of the Band Manager) a material degree of staff time or funds or are disruptive.

190. The Band Manager is Kukpi7 and Tkwamipla7's only link to administrative achievement and conduct. All authority and accountability of staff are therefore considered to be the authority and accountability of the Band Manager.
191. Kukpi7 and Tkwamipla7 will never give instructions to persons who report directly or indirectly to the Band Manager.
192. Kukpi7 and Tkwamipla7 will refrain from evaluating, either formally or informally, any staff other than the Band Manager.
193. Kukpi7 and Tkwamipla7 will evaluate the Band Manager's performance. The accomplishment of Kukpi7 and Tkwamipla7 stated goals and the observance of Kukpi7 and Tkwamipla7's policies will be viewed as successful Band Manager perance.

B. LIMITATIONS ON THE BAND MANAGER'S AUTHORITY

Operational Practices

194. When performing his or her duties, the Band Manager will not cause or allow any practice, activity, decision, or organizational situation which is unlawful, imprudent, or violates the commonly accepted business and ethics of Splantsin.

Administration

195. Kukpi7 and Tkwamipla7 understands that the final responsibility for the performance of the Band Manager is a reflection on them.
196. The Band Manager may delegate their obligations.

Staff Relations

197. The Band Manager will foster a positive working environment and will establish and operate within the Splantsin Human Resource Policy and Procedures Manual
198. The role of the Band Manager is to:
- a) clarify human resource rules for all staff;
 - b) provide for the effective handling of disputes;
 - c) protect against wrongful conditions such as nepotism, harassment, and preferential treatment for personal reasons; and
 - d) inform all staff members about their rights under this policy.
199. The Band Manager will not discriminate against any staff member for expressing an ethical dissent so long as such expression is respectful.
200. The Band Manager will not prevent staff from grieving to Kukpi7 and Tkwamipla7 when:
- a) internal dispute procedures have been exhausted; and
 - b) the employee alleges either that policy has been violated to his or her detriment, or policy does not adequately protect his or her human rights, understanding that Kukpi7 and Tkwamipla7's decision is final and binding;

Fiscal Planning

201. The Band Manager must operate within the jurisdiction of the *Splantsin Financial Administration Law*.

Band Manager Backup

202. With respect to protecting Splatsin from the sudden loss of the Band Manager's services, the Band Manager must ensure there is a sufficient executive backup plan in place that can be ordered by the Kukpi7 and Tkwamipla7. Specifically, the Band Manager must ensure that all necessarily passwords and access is stored in a designated spot to ensure work continues.

Communication with Membership

203. With respect to communicating with Splatsin Members, the Band Manager must not:
- a) ignore or fail to respond to the Splatsin Member's concerns and may defer to another staff member to deal with the issue; and
 - b) fail to communicate to the Splatsin Membership significant changes to the operations and overall direction of Splatsin.

Communication and advice to Kukpi7 and Tkwamipla7

204. With respect to providing information and advice to Kukpi7 and Tkwamipla7, the Band Manager must ensure Tkwamipla7 is well informed.
205. The Band Manager must:
- a) advise Kukpi7 and Tkwamipla7 of:
 - i. relevant trends; and
 - ii. significant external and internal changes in the operation, especially changes in the assumptions upon which any policy was previously established and their implications for Splatsin;
 - b) submit the required monitoring reports other than in a timely, accurate and understandable way;
 - c) gather points of view, issues and opinions from internal and external sources needed for fully informed Kukpi7 and Tkwamipla7 choices, and to so inform Kukpi7 and Tkwamipla7 periodically; and
 - d) present information in a concise, succinct, and timely way.

Part 6 Appendices

**APPENDIX
OATH OF OFFICE**

1:

In accordance with Appendix 5 of the Election Code:

A person who has been elected Kukpi7 or Tkwamipla7 shall, before taking his office, make the following declaration within ten (10) days at a Special Community Sqw7al, before officially taking their seat on the Kukpi7 and Tkwamipla7.

I _____, elected as Kukpi7/ Tkwamipla7 of the Splatsin, do solemnly declare as follows:

1. I am qualified to be a member of the Kukpi7 and Tkwamipla7.
2. That I will faithfully perform the duties of my office and will not allow any private interest to influence my conduct in public matters.
3. That I will uphold the laws of Splatsin, to preserve and enhance our culture and heritage, to faithfully discharge my duties in a fair and equitable manner and to involve all Splatsin Members willing to participate in a common effort to improve our lives.
4. That I will joining my people through British Columbia and Canada for a just settlement against all people, to achieve for our people our right to self-determination and self-reliance and a level of economic opportunity, education, health and housing equal to that of other members of Canadian society; and I will extend the hand of friendship and co-operation to all like-minded Canadians in pursuit of these goals.
5. That I have not, nor will I have, while holding office any voluntary interest, directly or indirectly, in any contract or services connected with Splatsin; save and exempt those public utilities and services available to all Splatsin Members.
6. That I have not, by myself or any other person, knowingly employed any bribery, corruption, or intimidation to gain my election.

SWORN TO BEFORE ME at the City of _____ in the Province of _____

(signature of Candidate)

This ____ day of _____, 20 ____.

Signature of Commissioner for Taking Affidavits for the Province of British Columbia or the Electoral Officer or a Justice of the Peace or a Notary Public.

APPENDIX 2:

SPLATSIN OATH OF CONFIDENTIALITY

As a member of the Kukpi7 and Tkwamipla7, I acknowledge the importance of confidentiality with respect to the affairs of Splatsin. In light of this acknowledgement, I agree to keep confidential, during and after service on the Tkwamipla7, all confidential information acquired pertaining to Splatsin and any related activities in the course of membership on the Tkwamipla7.

I particularly recognize the sensitivity of information regarding capital decisions, real estate purchases, decisions regarding closures, mergers and other strategic plans that may have an impact on Splatsin's competitive position relative to other organizations.

I also recognize the sensitivity of private and personal information on Splatsin Members that Kukpi7 and Tkwamipla7 accesses.

I agree that this confidentiality agreement includes, but is not limited to:

1. information pertaining to performance of Splatsin employees or staff including evaluation data, compensation, and grievances;
2. issues related to the Kukpi7 and Tkwamipla7's legal, moral and regulatory responsibility for the oversight of statistical data, risk management information and litigation information, and reviews of attitudes and opinions from those who work at Splatsin; and
3. I understand that it is the Kukpi7 responsibility to address infractions of confidentiality by individual Tkwamipla7 and to take action to remedy the problem. I also understand that if infractions of confidentiality by individual Tkwamipla7 continue, it is the expectation that the Kukpi7 will ask for the resignation of the individual Tkwamipla7 who has violated this confidentiality agreement.

I agree to resign my Tkwamipla7 role if requested by a majority vote of the Kukpi7 and Tkwamipla7 for any confidentiality infraction.

APPENDIX 3:

SPLATSIN CODE OF CONDUCT

- (1) As a Kukpi7/Tkwamipla7, I agree to exercise my official powers and perform my duties in such a manner as to maintain public confidence and trust.
- (2) I will act honestly and in good faith with a view towards the best interest of Splatsin.
- (3) I will demonstrate high ethical standards in both my personal and professional dealings and thereby lead by example.
- (4) I will treat my colleagues with courtesy, honesty, and respect because I know that we are all working towards the goal of improving our community.
- (5) I will excuse myself from conflicts of interests, even if they are only perceived. I will not use Splatsin property for my personal benefit.
- (6) I must not use any information attained during my term as Kukpi7 and Tkwamipla7 for my personal gain, or the gain of my immediate family members, particularly information about upcoming contract tenders, jobs, or otherwise business opportunities.

AVOIDING AND MITIGATING CONFLICTS OF INTEREST

PART I – Interpretation

- 1.(1) In this Appendix:

“spouse” means, in relation to an individual, a person to whom the individual is married or with whom the individual has lived as a common law partner for at least one (1) year in a marriage-like relationship; and

“the FAL” means the Financial Administration Law.

- (2) Except as otherwise expressly provided in this Appendix, words and expressions used in this Appendix have the same meanings as in the FAL and this Policy.

Definition of Conflict of Interest

- 2.(1) In this Appendix, an individual has a “conflict of interest” when the individual exercises a power or performs a duty or function and at the same time knows or ought reasonably to have known that in the exercise of the power or performance of the duty or function there is an opportunity to benefit the individual’s private interests.
- (2) In this Appendix, an individual has an “apparent conflict of interest” if a reasonably well-informed person would perceive that the individual’s ability to exercise a power or perform

a duty or function of their office or position must be affected by the individual's private interests.

- (3) In this Appendix, an individual's "private interests" means the individual's personal and business interests and include the personal and business interests of
- (a) the individual's spouse,
 - (b) a person under the age of eighteen (18) years in respect of whom the individual or the individual's spouse is a parent or acting in a parental capacity,
 - (c) a person in respect of whom the individual or the individual's spouse is acting as guardian,
 - (d) a person, other than an employee, who is financially dependent upon the individual or the individual's spouse or on whom the individual is financially dependent, and
 - (e) an entity in which the individual or the individual in combination with any other person described in this subsection has a controlling interest.
- (4) Despite subsections (1) and (2), an individual's private interests do not give rise to a conflict of interest if those interests
- (a) are the same as those of a broad class of members of the First Nation of which the individual is a member; or
 - (b) are so remote or insignificant that they could not be reasonably regarded as likely to influence the individual in the exercise of a power or performance of a duty or function.

PART II - Councillors and Committee Members

Application

3. Part II applies to all Councillors of the First Nation and, where applicable, to all members of Council committees.

General Obligations

- 4.(1) Councillors must avoid circumstances that could result in the Councillor having a conflict of interest or an apparent conflict of interest.
- (2) Councillors must avoid placing themselves in circumstances where their ability to exercise a power or perform a duty or function could be influenced by the interests of any person to whom they owe a private obligation or who expects to receive some benefit or preferential treatment from them.

Disclosure of Interests

- 5.(1) "Real property" includes an interest in a reserve held under
- (a) a certificate of possession under the Indian Act; or
 - (b) the First Nation's traditional land holding system pursuant to a Council resolution.

- (2) A Councillor must file a written disclosure of the following information with the Chief Administrative Officer:
 - (c) the names of the Councillor's spouse and any persons or entities referred to in subsection 2(3);
 - (d) the employer of the Councillor and the Councillor's spouse;
 - (e) real property owned by the Councillor or the Councillor's spouse; and
 - (f) business interests and material investments of the Councillor or the Councillor's spouse, including in an entity referred to in paragraph 2(3)(e).
- (3) A Councillor must file a written disclosure under subsection (2) on the following occasions:
 - (a) within thirty (30) days of being elected to the Council;
 - (b) as soon as practicable after a material change in the information previously disclosed; and
 - (c) on April 15 of each year that the Councillor holds office.
- (4) The Chief Administrative Officer must establish and maintain a register of all information disclosed by a Councillor under this section and section 6.
- (5) On request of a member of the First Nation or any person engaged in any aspect of the financial administration of the First Nation, the Chief Administrative Officer must permit that member or person to view the register referred to in subsection (4).

Gifts and Benefits

- 6.(1) A Councillor or a person referred to in paragraphs 2(3)(a) to (d) in relation to that Councillor must not accept a gift or benefit that might reasonably be seen to have been given to influence the Councillor in the exercise of the Councillor's powers or performance of the Councillor's duties or functions.
 - (2) Despite subsection (1), a gift or benefit may be accepted if the gift or benefit
 - (a) would be considered within
 - (i) normal protocol exchanges or social obligations associated with the Councillor's office;
 - (ii) normal exchanges common to business relationships; or
 - (iii) normal exchanges common at public cultural events of the First Nation.
 - (b) is of nominal value;
 - (c) is given by a close friend or relative as an element of that relationship; or
 - (d) is of a type which the policies or procedures of the First Nation have determined would be acceptable if offered by the First Nation to another person.
 - (3) Where a gift with a value greater than five hundred dollars (\$500) is given to a Councillor or a person referred to in subsection (1), the Councillor must make a written disclosure of the

gift to the Chief Administrative Officer under section 5, and the gift must be treated as the property of the First Nation.

- (4) Subsection (3) does not apply to a gift received during a public cultural event of the First Nation.

Confidential Information

- 7.(1) Councillors must keep confidential all information that the Councillors receive while performing their duties or functions unless the information is generally available:
 - (a) to members of the public; or
 - (b) to members of the First Nation.
- (2) Councillors must only use confidential information referred to in subsection (1) for the specific purposes for which it was provided to the Councillors.
- (3) Councillors must not make use of any information received in the course of exercising their powers or performing their duties or functions to benefit the Councillor's private interests or those of relatives, friends or associates.

Procedure for Addressing Conflict of Interest

- 8.(1) As soon as a Councillor becomes aware of circumstances in which the Councillor has a conflict of interest, the Councillor must disclose the circumstances of the conflict of interest at the next Council meeting.
- (2) A Councillor must leave any part of a Council meeting where the circumstances in which the Councillor has a conflict of interest are being discussed or voted on.
- (3) The minutes of a Council meeting must record the Councillor's disclosure under subsection (1) and note the Councillor's absence from the Council meeting when the circumstances in which the Councillor has a conflict of interest were being discussed or voted on.
- (4) A Councillor must not take part in any discussions or vote on any decision respecting the circumstances in which the Councillor has a conflict of interest.
- (5) A Councillor must not influence or attempt to influence in any way before, during or after a Council meeting any discussion or vote on any decision respecting the circumstances in which the Councillor has a conflict of interest.

Procedure for Undisclosed Conflict of Interest

- 9.(1) If a Councillor has reason to believe that another Councillor has a conflict of interest or an apparent conflict of interest in respect of a matter before the Council, the Councillor may request clarification of the circumstances at a Council meeting.
- (2) If, as a result of a clarification discussion under subsection (1), a Councillor is alleged to have a conflict of interest or an apparent conflict of interest and the Councillor does not acknowledge the conflict of interest or apparent conflict of interest and take the actions required under section 8, the Council must determine whether the Councillor has a conflict of interest or an apparent conflict of interest before the Council considers the matter referred to in subsection (1).
- (3) The minutes of the Council meeting must record any determination made by the Council under subsection (2).

- (4) If the Council determines under subsection (2) that a Councillor has a conflict of interest or an apparent conflict of interest, the Councillor must comply with section 8.

Obligations of Committee Members

10.(1) This section applies to all members of Council committees.

1a. Sections 4 and 6 to 9 apply to a member of a Council committee and all references in those sections to

- (a) a Councillor are considered to be references to a member of a Council committee; and
- (b) a Council meeting are considered to be references to a committee meeting.

PART III - Officers and Employees

Application

11. Part III applies to all officers and employees of the First Nation.

General Obligations

- 12.(1) In the performance of their duties and functions, an officer or employee must act honestly and in good faith and in the best interests of the First Nation.
- (2) An officer or employee must avoid circumstances that could result in the officer or employee having a conflict of interest or an apparent conflict of interest.
 - (3) An officer or employee must avoid placing themselves in circumstances where their ability to exercise a power or perform a duty or function of their office or position could be influenced by the interests of any person to whom they owe a private obligation or who expects to receive some benefit or preferential treatment from them.
 - (4) The Chief Administrative Officer must ensure that every officer and employee is informed of their obligations under this Appendix and must take steps to ensure that employees comply with these obligations.

Disclosure of Conflict of Interest

13. If an officer or employee believes he or she has a conflict of interest, the officer or employee must
- (a) disclose the circumstances in writing as soon as practicable to the Chief Administrative Officer or, in the case of the Chief Administrative Officer, to the chair of the Finance and Audit Committee; and
 - (b) refrain from participating in any discussions or decision-making respecting the circumstances of the conflict of interest until advised by the Chief Administrative Officer or the chair, as the case may be, on actions to be taken to avoid or mitigate the conflict of interest.

Gifts or Benefits

- 14.(1) An officer or employee or a member of their family must not accept a gift or benefit that might reasonably be seen to have been given to influence the officer or employee in the exercise of their powers or performance of their duties or functions.

- (2) Despite subsection (1), a gift or benefit may be accepted if the gift or benefit:
- (a) would be considered within
 - (i) normal exchanges common to business relationships, or
 - (ii) normal exchanges common at public cultural events of the First Nation;
 - (b) is of nominal value;
 - (c) is given by a close friend or relative as an element of that relationship; or
 - (d) is of a type that the policies or procedures of the First Nation have determined would be acceptable if offered by the First Nation to another person.

Outside Employment and Business Interests

- 15.(1) If an officer or employee is permitted under their terms of employment to have outside employment or business interests, the officer or employee must disclose these employment or business interests in writing to the Chief Administrative Officer or, in the case of the Chief Administrative Officer, to the chair of the Finance and Audit Committee.
- (2) An officer or employee must ensure that any permitted outside employment or business interests do not unduly interfere with the exercise of their powers or performance of their duties and functions and that these activities are conducted on their own time and with their own resources.

Confidential Information

- 16.(1) An officer or employee must keep confidential all information that the officer or employee receives while exercising their powers or performing their duties or functions unless the information is generally available
- (a) to members of the public; or
 - (b) to members of the First Nation.
- (2) An officer or employee must only use any confidential information referred to in subsection (1) for the specific purposes for which it was provided to the officer or employee.
- (3) An officer or employee must not make use of any information received in the course of exercising their powers or performing their duties or functions to benefit the officer or employee's private interests or those of relatives, friends or associates.

First Nation Property and Services

- 17.(1) Officers and employees must not use any personal property or services of the First Nation for any purposes unrelated to performance of their duties or functions unless that use is otherwise acceptable under the policies or procedures of the First Nation.
- (2) Officers and employees must not acquire any personal property of the First Nation unless it is done in accordance with policies or procedures of the First Nation.

PART IV - Contractors

Application

- 18.(1) Part IV applies to all contractors of the First Nation, other than a person who has an employment contract with the First Nation.
- (2) In this Part, a reference to a contractor includes a reference to each employee or agent of the contractor who is engaged to perform duties or functions under the contract with the First Nation.

Contractor Acting as Officer or Employee

19. If a contractor is retained to exercise the powers or perform the duties or functions of an officer or employee, the contractor must comply with Part III of this Appendix as if the contractor were an officer or employee of the First Nation.

General Obligations

- 20.(1) A contractor must act at all times with integrity and honesty
 - (a) in its dealings with the First Nation; and
 - (b) in its dealing with any third party when the contractor is representing or acting on behalf of the First Nation.
- (2) A contractor must not attempt to obtain preferential treatment from the First Nation by offering gifts or benefits that a Councillor, committee member, officer or employee is prohibited from accepting under this Appendix.
- (3) A contractor must ensure that every employee or agent of the contractor who is engaged to perform duties or functions under the contract with the First Nation is informed of their obligations under this Part and must take steps to ensure that these employees or agents comply with these obligations.

Confidential Information

- 21.(1) A contractor must keep confidential all information that the contractor receives in the course of performing their duties or functions unless the information is generally available to members of the public.
- (2) A contractor must only use any confidential information referred to in subsection (1) for the specific purposes for which it was provided to the contractor.
- (3) A contractor must not make use of any information received in the course of performing its duties or functions to benefit the contractor's interests or those of the contractor's relatives, friends or associates.

Business Opportunities

22. A contractor must not take advantage of a business or investment opportunity being considered by the First Nation and which the contractor becomes aware of while performing services for the First Nation unless the First Nation has determined not to pursue the opportunity.

First Nation Property and Services

23. If a contractor has been provided the use of any property or services of the First Nation in order to perform services for the First Nation, the contractor must not use the property or services for any purposes unrelated to performance of those services.

Signing of Approval

This Splantsin Governance Policy was accepted and approved at a Duly Convened Meeting of the Splantsin Chief and Council held on July 20, 2021.



Chief Wayne Christian



Councillor Edna Felix

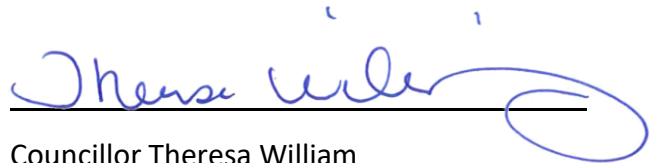


Councillor Doug Thomas



Councillor Shawn Tronson

Councillor George William



Councillor Theresa William