

LEADERSHIP POLICY

**APPROVED BY CHIEF AND COUNCIL
OCTOBER 2009**

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1.1 PRINCIPLES

1.2 General

This document is intended to support TLFN's commitment to govern in today's world while applying its traditional governance model, as outlined in this document's preamble. In addition, this document shall provide TLFN leadership with a guide to its decision-making as the Governing Body of TLFN.

1.3 Aboriginal Rights and Title

- a. The TLFN has occupied and benefited from the TLFN traditional territory since time immemorial.
- b. The TLFN has never ceded, surrendered or in any way relinquished aboriginal title and shall continue to assert its interests and exercise its aboriginal rights over its traditional territory.
- c. The TLFN is committed to protecting the aboriginal rights of the TLFN and its Members.
- d. Through this Policy Manual, the TLFN Council shall provide governance that is accessible, stable, effective, accountable and transparent.

1.4 Preservation of Land, Resources and Culture for Future Generations

- a. The TLFN Council shall work to promote a healthy and prosperous future as well as to ensure the continued existence of the TLFN as a strong political, social and cultural community.
- b. The TLFN Council honours its connection to the land, resources and elements of the natural world that provide for its Members' physical and spiritual needs.
- c. The TLFN Council recognizes its responsibility to protect the land and natural resources for future generations.
- d. The TLFN values the need to respect, protect and promote its heritage, culture and traditions. The TLFN understands that its traditions and practices have evolved and shall continue to develop to reflect contemporary expressions of TLFN traditions and practices.

2.1 DEFINITIONS AND INTERPRETATIONS

2.2 Definitions

"Budget" means the consolidated annual budget prepared and adopted under Part 8.0 of this Policy Manual.

"Business Interest" is the ownership or partial ownership of a business, shares of a corporation or other financial involvement, including any financial obligation from, or financial obligation to, any individual, business or corporation.

"Chief" means the candidate elected to Council as Chief. **"Council"** means the TLFN Council, the governing body of TLFN. **"Councillor"** is a candidate elected to Council as a Councillor.

"Department" means a division of the TLFN government administration responsible for management of a program, service or activity and is headed by a team leader. **"Devise"** means the gift or disposition of an interest in TLFN lands granted by a will. **"Director of Finance"** means the person appointed by Council.

"Elector" is a person named on the official voters list of the TLFN Membership.

“Emergency” means exceptional circumstances, including but not limited to circumstances relating to health, safety and socio-economic issues that were not reasonably foreseeable. **“Band Manager”** means the person appointed by Council to hold the principal, non-political management position in the TLFN.

“General Membership Meeting” is a meeting convened by the Council to update Membership on its activities and for Members to raise matters of interest or concern. **“Immediate Family”** is defined as: spouse (including common-law and same sex); children (including biological, adopted, foster, step); brother (including step); sister (including step); mother (including step), father (including step); nieces, nephews of brother and sister; grandchildren and those who permanently reside in the household **“Jurisdiction”** means law-making authority.

“Long-Term Debt Liability” is a loan, guarantee, bond, debenture or other form of financial obligation that exceeds five (5) years.

“Majority” means fifty percent plus one (50%+1).

“Member” is a person registered on the TLFN Membership Roll.

“Membership” means the group of persons who constitute the Members of TLFN. **“Minister”** means the Minister of Indian Affairs and Northern Development. **“Provisional Budget”** is an interim or preliminary budget projecting revenues and expenditures anticipated to be required for the next budget year prepared and adopted under Part 7.0 of this Policy Manual.

“Resolution” means a formal motion moved by a Council Member, seconded by another Council Member and passed by Council under Part 7.0 of this Policy Manual.

“Special Membership Meeting” is any Membership meeting that is not an Annual General Membership meeting or a General Membership Meeting.

“TLFN Council” is the elected body that was selected by the TLFN Membership, which comprises of one elected chief and three elected Councillors.

“TLFN Council Law” is a law of TLFN in force at the time this Policy Manual comes into effect, and any prior law that a previous TLFN Council enacted.

2.3 Interpretations

- a. Where the time limited for the doing of an act expires or falls on a Saturday or a Sunday or a federal or provincial statutory holiday, the act may be done on the next day that is not a Saturday, a Sunday or a statutory holiday.
- b. Where the time limited for the doing of an act in the TLFN administration building falls on a day when the office is not open during regular business hours, the act may be done on the next day that the office is open.
- c. Where there is a reference to a number of days or a number of days between two events, in calculating that number of days, the day on which the first event occurs is excluded.
- d. In the event of a conflict between this Policy Manual and a TLFN Council Law, including but not limited to Elections Code regulations, the TLFN Council Law shall prevail to the extent of the conflict.
- e. Where the singular or masculine or the term “person” is used in this Policy Manual, it shall be deemed to include the plural, feminine, body corporate, the TLFN Council or other entities where the context so requires.

3.1 DUTIES AND RESPONSIBILITIES OF COUNCIL

3.2 Role of the Council

- a) There shall be a Council democratically elected by the Members.
- b) The Council shall represent the TLFN membership and exercise all of its powers including, but not limited to, protecting Aboriginal rights and title, consideration, development and passing of TLFN Laws, and overseeing the financial management and administration of TLFN Administration through the Band Manager.
- c) For added clarity to Section 3.1.b), Council members will refer staff and community members who seek redress in Band office management and administrative matters to the Band Manager.
- d) The Council shall act in the best interests of the TLFN. Specifically, at any time where a Council member is in conflict, or there is a perception of conflict, in the allocation or distribution of TLFN funds or resources, the Council will comply with Conflict of Interest guidelines set out in this Manual.
- e) The Council shall be accountable to the Membership by conducting its business in an open and transparent manner.
- f) The Council shall demonstrate leadership, with an emphasis on community independence, the needs of future generations, and the principles described in Part I.0 of this Policy Manual.
- g) In fulfilling its responsibilities and in accordance with this Policy Manual, the Council shall adhere to:
 - i. this Policy Manual; and
 - ii. TLFN Council Laws.

3.3 Duties and Responsibilities of the Chief

- a) The duties and responsibilities of the Chief are considered a full-time position. Subsequently, TLFN will provide an annual stipend plus standard employment benefits for the Chief position.
- b) Within six weeks of becoming Chief, the Chief in consultation with Council and Administration, must develop an annual budget for his/her position, including travel, honoraria and all other Chief-related expenses.
- c) The Budget, outlined in Section 3.2.b) must be passed in a duly convened Council meeting within ten (10) weeks from the Chief starting his position and annually, thereafter, while the Chief holds his/her position as Chief.
- d) The Chief, in consultation with Council and the Band Manager, will monitor and oversee his/her annual budget.
- e) Quarterly reports on the Chief's actual and forecasted expenditures will be submitted to Council.
- f) While monitoring his/her annual budget, if the Chief's expenditures are in variance with budgeted allocations, the Chief in consultation with the Band Manager will develop a plan to meet budgetary targets made in the original budget developed.
- g) The Chief's duties shall include, but are not limited to, the following:
 - i. meets with governments, private industry members, aboriginal organizations and other bodies;
 - ii. acts as a team leader in negotiations;

- iii. acts as spokesperson for the Council when dealing with governments, private industry members, aboriginal organizations and Councils, other organizations, the media and the general public;
- iv. consults with Members on a continuing basis to determine the needs and direction sought by the Membership;
- v. acts as chairperson during Council and Membership Meetings;
- vi. reports regularly to the Council and the Membership on the activities of the Council;
- vii. participates as an ex-officio member of all committees of the Council or the community;
- viii. acts as a liaison with the TLFN elders;
- ix. complies faithfully and conscientiously with and enforces provisions of this Policy Manual; and
- x. carries out such other duties and responsibilities as may be assigned by the Council or the Membership, consistent with this Policy Manual.

3.4 Duties and Responsibilities of Councillors

- a) The duties and responsibilities of Councillors are considered a part-time position. Subsequently, TLFN will provide an honoraria-based allocation for the Councillor position.
- b) Councillors may hold another employee position at TLFN but must adhere to TLFN's dual role policy, if applicable. If a Councillor is being paid as an employee while carrying out specific Council-related tasks, the Councillor will not be paid an honorarium for that task.
- c) Subject to Section 3.3 b), Councillors who perform Council-related duties that occur on weekends or holidays, which the employee would be entitled to have off with pay, are entitled to honoraria.
- d) Within six weeks of becoming Councillor, the Councillor in consultation with Council and Administration, must develop an annual budget for his/her position, including travel, honoraria and all other Council-related expenses.
- e) The Budget, outlined in Section 3.3 d) must be passed in a duly convened Council meeting within ten (10) weeks from the Councillor starting his position and annually, thereafter, while the Councillor holds his/her position as Councillor.
- f) The Councillor, in consultation with Council and the Band Manager, will monitor and oversee his/her annual budget.
- g) Quarterly reports on the Councillor's actual and forecasted expenditures will be submitted to Council.
- h) While monitoring his/her annual budget, as outlined in Section 3.3 f), if the Councillor's expenditures are in variance with budgeted allocations, the Councillor, in consultation with the Chief and Band Manager will develop a plan to meet budgetary targets made in the original budget developed, as outlined in Section 3.3 f).
- i) Councillor duties shall include, but are not limited to, the following:
 - i. works with the Chief in carrying out negotiations, lobbying and meeting with governments, private industry members, business, aboriginal organizations or other bodies;
 - ii. participates in committees, boards or other institutions to which they have been assigned by Council resolution;

- iii. acts as team participants in all matters concerning funding or development of new or ongoing programs;
- iv. acts as spokespersons for the Council when so authorized by the Council;
- v. acts as chairpersons for the Council and Membership Meetings when so authorized in the absence of the Chief;
- vi. consults with Members on a continuing basis to determine the needs and direction sought by the Membership;
- vii. reports regularly to the Council and the Membership on their activities;
- viii. complies faithfully and conscientiously with and enforces the provisions of this Policy Manual; and
- ix. carries out such other duties and responsibilities as may be assigned by the Council or the Membership consistent with this Policy Manual.

4.1 CODE OF CONDUCT

4.2 General Rules Of Conduct

- a) Council seeks to maintain and enhance the quality of life for all Members through effective, responsible, respectful governance and administration. Council members will conduct all business, formally and informally, for the best interests of our people. In doing so, Council members will adhere to accountability practices and provide transparency of services and programs.
- b) Council will conduct all duties and responsibilities to the best of its abilities. Council members will refrain from abusive conduct, personal charges, verbal attacks, swearing or any derogatory behaviour upon the character, motives or conduct of members of Councils, Committees, Staff or community members.
- c) Council Members shall prepare themselves for meetings; listen respectfully and attentively to all discussions, focusing on the business at hand. Council members will not interrupt speakers, make personal comments or otherwise disturb the process of a meeting.
- d) Council will be compassionate and understanding in the fulfillment of its roles and responsibilities. Council will not discriminate against anyone in any way. Council will uphold professionalism, preserve credibility and respect diversity.
- e) Roles, responsibilities and duties will be carried out in accordance with policies, mandates, terms of reference, job descriptions and other adopted terms set out.
- f) Decisions made by governance bodies will be based on merit and substance of the matter at hand, rather than on unrelated considerations.
- g) Any member of Council charged in a Court of Law with an Indictable Offence will be presumed innocent until proven otherwise, but in the interest of providing sound, stable government, the Council Member will step down until the legal matter is resolved or the normal election procedure occurs, whichever occurs first.
- h) This section will not apply if the Indictable Offence was committed in the furtherance or protection of the Aboriginal Rights or Title of the Band as part of the duties and responsibilities of Council.

4.3 Enforcement

Upon receiving information that there has been a breach of Section 4.1 by any Council member, the Band Manager or the Chief and Council shall convene a meeting of the Chief and Council, to determine whether or not a breach has occurred and if so, what if any, measures should be taken in relation thereto.

4.4 Consequences

Upon a finding that a member of Council has failed to comply with Section 4.1, the Chief and Council may take appropriate action.

5.1 CONFLICT OF INTEREST

5.2 Conflict of Interest Duties and Definitions

- a) Council Members shall avoid a conflict of interest or the appearance of a conflict of interest and shall not be involved in any transaction or matter where they are in a conflict of interest or appear to be in a conflict of interest.
- b) A conflict of interest arises in any situation where a Council Member or person in their Immediate Family has a personal or business interest in a transaction or matter under consideration by the Council.
- c) No conflict of interest or appearance of a conflict of interest arises where:
 - i. the only benefit derived by an Immediate Family Member is as an employee of a person or business entering into a transaction with, or having a matter determined by, the Council;
 - ii. the Council Member or his or her Immediate Family Member is a beneficiary or shareholder of a corporation, society or other entity owned or controlled by the TLFN entering into a transaction with Council or having a matter determined by Council;
 - iii. the Council Member or his or her Immediate Family Member holds an interest in the same manner and under the same conditions as other Members of the TLFN;
 - iv. a Council Member guarantees repayment of or otherwise assumes liability to repay a loan made to the Council or the TLFN;
 - v. the Council enacts a TLFN Law setting reasonable remuneration, holidays, sick leave and benefits for services of Council Members as elected officials of the TLFN; or
 - vi. the Council agrees to indemnify or reimburse the Council Member for expenses or liabilities reasonably incurred in performing duties or arranges for insurance against risks undertaken in the carrying out of duties.
- d) Conflict of interest shall arise where a Council Member befriends an interested contractor with the goal of promoting a partnership or where a TLFN Member receives financial benefits other than an honorarium as a committee Member or a Council Member.
- e) A transaction that may give rise to a conflict of interest or the appearance of a conflict of interest may be approved by a resolution in accordance with this Policy Manual.

5.3 Conflict of Interest Procedure

- a) A Council Member who has, or believes that he or she has, a conflict of interest shall disclose the nature and extent of the conflict at the first Council meeting after the conflict becomes known to the Council Member. The disclosure must be made when the individual first knows the conflict, whether or not the transaction or matter in question has already been concluded.
- b) A Council Member who has, or believes that he or she has, a conflict of interest shall not sit as a Committee Member (or chair) or a board Member.
- c) Where the interests of a Council Member have not been disclosed as required by section 5.2 a) by reason of his or her absence from the meeting at which the matter was first raised, the Council Member shall disclose the interest and comply with this section at the following Council meeting.
- d) If a Council Member is in doubt whether he or she is in a conflict of interest, he or she may request a decision of the Council on the matter.
- e) After declaring a conflict of interest, the Council Member shall leave the meeting where the matter is being considered, shall not be counted in the quorum nor shall participate in the discussion or vote on the matter in question.
- f) A Council Member who has a conflict of interest shall not attempt in any way, whether before or after the Council meeting, to influence the discussion or vote on the matter in question.
- g) Every declaration of a conflict of interest and the general nature thereof shall be recorded in the minutes of the Council meeting.
- h) If a Councillor does not declare a conflict of interest, or refuses to declare a conflict of interest, the Council shall meet to determine whether or not a conflict exists and the appropriate action.
- i) Notwithstanding section 5.2 a), the Council may approve a transaction by resolution where:
 - i. the Council Member has complied with sections 5.2 a) to 5.2 f) of this Policy Manual; and
 - ii. the Council determines the transaction to be fair and reasonable.
- j) The failure of a Council Member to provide the Council with sufficient information to assess the nature of an interest involved in the transaction invalidates any authorization given under this section.
- k) Any resolution authorizing a transaction may make the authorization conditional upon the affected Council Member taking steps or following procedures that may be necessary to protect the interests of the Council or the TLFN or to safeguard the community's trust in the conduct of the Council's activities.
- l) Where as a result of a conflict of interest a quorum of the Council can never be established, the matter shall be brought before a Membership Meeting.
- m) Notice of the Special Membership Meeting required under section m) i, shall be provided to the Membership at least fourteen (14) days before the meeting and shall include:
 - i. the date, time and place of the Special Membership Meeting;
 - ii. a summary of the proposed transaction and the conflict of interest to be considered at the Membership Meeting;
 - iii. notification that a full copy of a report on the transaction and conflict of interest can be obtained at the TLFN administration building; and

- iv. a statement that a determination of how to proceed on the proposed transaction shall be made by a vote of Members present at the Membership Meeting.
- n) Notice of the Special Membership Meeting required under section I) i, shall provide:
 - i. publication in the TLFN newsletter mailed to Members, or by separate written notice delivered or mailed to Members;
 - ii. post a notice in a public area of the TLFN administration building; or
 - iii. post a notice on the local TV ad channel.
- o) At the Membership Meeting the Council shall explain the report on the transaction and the conflict of interest. Members may ask questions and provide comments. Finally, a recommendation shall be made on behalf of the Council.
- p) Upon completion of the discussion, the Members, including Council Members present at the Membership Meeting, shall vote on whether to approve the transaction with or without conditions, reject the transaction or make such other decision as may be appropriate under the circumstances.
- q) The decision of the Majority of Members present at the Membership Meeting shall be recorded in the minutes and shall have the same effect as a resolution, where no conflict of interest had existed. If a resolution is required for the transaction in question, a resolution may be passed as if no conflict of interest had existed.

5.4 Competition with the TLFN Owned Businesses

- a) No Council Member shall, during the term of his or her office, engage either directly or indirectly in any manner as a partner, officer, director, shareholder, advisor, employee or in any other capacity in any business similar to one carried on by the TLFN without first, making sure they:
 - i. comply with the provisions of this Part;
 - ii. obtain a resolution, in accordance with this Part that approves of their participation in the business or activity that is similar to the one carried out by the TLFN; and
 - iii. seek direct approval from the Membership.

5.5 Use of Council Property or Information

- a) A Council Member shall not use property owned by the TLFN for personal or business use unless this property is equally available to all Members and the transaction is approved in accordance with section 5.2.
- b) A Council Member shall not take personal advantage of an opportunity available to the Council, unless the Council has clearly decided against pursuing the opportunity and the opportunity is subsequently made equally available to all Members.
- c) A Council Member shall not use his or her position for personal or business benefit of him/herself or an Immediate Family Member. This duty does not prevent a Council Member or their Immediate Family Members from transacting business with others who do business with the Council, provided there is compliance with this Part.
- d) A Council Member shall not make use in any way of information received as a consequence of, or in the course of, his or her position as a Council Member for their personal or business benefit or for the personal or business benefit of any Immediate Family Member.

- e) If a Council Member or the Band Manager learns of an incident where another Council member may have contravened Section 5.4, he or she will ask the Council member in question to resolve the matter with the Band Manager.
- f) If the Council member who may have contravened Section 5.4 is unable to resolve the matter as outlined in Section 5.4 e), the Band Manager must put the issue before the full Council at the next available Council meeting.
- g) At the Council meeting cited in Section 5.4 f), Council will decide on the course of action for resolving the matter. Council's decision will be final and binding on the Council members.

5.6 Gifts

- a) A Council Member shall not solicit, receive or accept a gift or service where such action could reasonably be inferred to influence a Council Member in the discharge of duties.
- b) Where a gift is given to a Council Member in the capacity as a Council Member, he or she shall advise the Council and the gift shall become the property of the TLFN.
- c) Notwithstanding sections 5.5 a) and 5.5 b), gift giving or receiving is permitted in recognition of a Council Member's service to the community or to Aboriginal causes or institutions.

5.7 Liability for Violation of Conflict of Interest Provisions

- a) In addition to any other penalty or remedy, a Council Member is liable to the TLFN for any personal or business benefit to themselves or an Immediate Family Member resulting from a violation of this Part.

6.1 CONFIDENTIALITY GUIDELINES

6.2 Confidentiality Duties and Definitions

- a) Council Members shall respect the confidential information of the TLFN, its administration office, operations, programs, services and clients.
- b) Upon election, all Councillors will sign and have witnessed, the Oath of Conduct and Confidentiality, Appendix A.
- c) Council will abide by the "Oath of Confidentiality" contained herein.
- d) Confidentiality applies to all parties who may have access to confidential information as a result of their involvement, directly or indirectly with the TLFN. The obligation to maintain confidentiality is permanent, even after involvement with the Council has ceased.
- e) Confidential information will not be released without client consent.
- f) Councillors will not release or share confidential or restricted information with respect to operations of the administration office unless expressly authorized by the Council or the Band Manager, depending on the nature of the request.
- g) Councillors may not request information for purposes other than fulfilling Council duties and responsibilities, unless and until release of such information has been approved by the Council or Band Manager, depending on the nature of the request.
- h) Confidential information includes, but is not limited to:

- i. any information, personal or otherwise, that may cause embarrassment or perceived harm to any person. Any information of a personnel, financial, medical, private, or secret nature shall be deemed to be confidential;
- ii. business arrangements of the TLFN. Such business arrangements shall not be shared unless permission is granted by Chief and Council or the Band Manager, and then only if the sharing of information is in the best interests of the TLFN;
 - iii. information that is not for public consumption;
- iv. any information contained in a personnel file, including salaries, benefits, family status, employee discipline, employee assistance or any other private aspect of the employee-employer relationship.

7.1 COUNCIL MEETINGS AND PROCEDURES

7.2 Meetings of Council

- a) It is mandatory for Councillors to attend the orientation meeting (the first Council meeting after the election).
- b) Council meeting attendance is a priority over all other interests, with some exceptions as approved by a TLFN resolution.
- c) The first Council meeting shall be held on the first WEEK after the election and approved by a sufficient number of Council Members to establish a quorum.
- d) The TLFN COUNCILLORS members shall be required to sign an Oath of Conduct and Confidentiality document (Appendix A) within one month of the first meeting of Council.
- e) After the first Council meeting, the Council shall hold regular Council meetings on such days and at such times and places as may be necessary to carry out the Council's responsibilities, provided that the Council meets at least once each month.
- f) Council meeting are to take place during regular business hours, unless extenuating circumstances require a meeting at any other time and the change in time is approved by a quorum of Council.
- g) All other meetings shall be scheduled not to conflict with the TLFN meeting schedule.
- h) The Chief, in conjunction with the Band Manager, shall prepare a draft agenda for each Council meeting. The agenda shall include a list of items to be discussed, reports to be presented, resolutions to be made, guest presentations and TLFN Laws to be considered.
- i) The Band Manager will designate a staff member to develop and distribute packages for all Council meetings.
- j) The Council members are expected to read the meeting package prior to each Council meeting.
- k) Council Members must continually update themselves on the calendar of events provided by the Executive Assistant (or Council's designate)
- l) If Council requires work to be performed by the administration, a memo must be issued to the Band Manager requesting the specific task and an expected time of completion for the request.
- m) The Band Manager shall post a notice setting out the day, time, place and agenda of Council meetings. The notice shall be posted in a public area of the TLFN administration building at least one (1) working week before the meeting date.

- n) The Band Manager shall provide each Council Member with a copy of the notice of the meeting, the agenda, minutes of the previous regular Council meeting and any background material at least one (1) working week before the meeting date.
 - o) Any Elector may request a matter to be placed on the agenda by submitting a written request to the Band Manager within the timeline presented in section m), with all documentation pertinent to the agenda item.
 - p) If the requested matter is placed on the agenda, the Band Manager shall by telephone, in person or by written reply advise the Elector of the date, time and place where the matter shall be considered by Council and shall provide the Elector with an opportunity to address the matter at the Council meeting.
 - q) If the requested matter is not placed on the agenda, the Band Manager shall notify the Elector in writing of the reason why the matter was not placed on the agenda.
 - r) The Chief with a majority of Council Members may call a Special Council meeting to consider any matter of an urgent nature.
 - s) The Band Manager shall instruct the Executive Assistant to advise each Council Member, as soon as practicable, in person, by telephone or by written notice of the date, time, place and subject matter of the Special Council meeting.
 - t) Where the Band Manager has used all reasonable efforts to notify Council Members of the Special Council meeting, the Council Members present may hold the Special Council meeting notwithstanding the failure of a Council Member to receive the required notice.
 - u) Except where a Special Council meeting is required to address an emergency, all Council meetings shall take place on TLFN Lands.
 - v) A Council Member may participate in a Council meeting by means of telephone or other communications facilities that permit all persons in the meeting to hear each other. In this case, the Member shall be deemed to be present at the meeting.
 - w) The accidental omission to give notice of a Council meeting, or the non-receipt of any such notice by a Council Member, or the failure to post a notice within the time required shall not invalidate any proceedings of a Council meeting.
 - x) There shall be no additions made to the agenda after the meeting deadline has passed, unless authorized by a TLFN resolution.
 - y) Committee minutes are to be read and approved during Council meetings, but discussion of said minutes is limited to ensuring accuracy and completeness.
 - z) Councillors are to attend to the items on the agenda and are not to discuss or conduct committee business while at the Council Meeting unless it is on the Agenda.
- aa) At all times, Council must follow best practices to complete agenda items and only table agenda items when necessary. If more details are required or an emergency requires the Council to adjourn before the agenda is completed, a motion is required to table agenda items until the next Council meeting.
- bb) For each agenda item Council should determine what, if any, action is required, who is responsible for carrying out the agreed upon action and the timeframe for completing the action.
- i. The Action items must be recorded in the minutes and summarised in an Action Item list to be distributed to those responsible for completing tasks.
 - ii. The Action Item list should be reviewed with the meeting minutes and the status of each Action Item can be reported at the next meeting.

cc) A Council Member shall notify the Chairperson or the Band Manager of any anticipated absence and the reasons for such absence.

dd) Where notification under section 7.1 bb) is given to the Chairperson or the Band Manager, they shall inform the other Council Members of the reasons for the absence.

7.3 Order of Business

- a) Unless otherwise determined by the Council, the order of business at each Council meeting other than a Special Council meeting held shall be as follows:
 - i. call to order including prayer and opening by chairperson with a reminder to Council of confidentiality;
 - ii. acceptance of agenda which includes an in-camera part on the agenda;
 - iii. readings of, corrections to and adoption of minutes of the previous Council meeting;
 - iv. completion of unfinished business from the previous Council meeting;
 - v. presentation and reading of correspondence and petitions;
 - vi. presentation of financial reports;
 - vii. consideration of other reports;
 - viii. consideration of resolutions;
 - ix. consideration of TLFN Laws;
 - x. discussion of any new business; and
 - xi. Confirm next meeting date
 - xii. Adjournment including prayer.

7.4 Quorum

- a) A quorum is required for all Council meetings.
- b) A quorum of the Council shall be a Majority of Council Members including the Chief or a person duly authorized by the Chief to act on their behalf.
- c) In the event of a vacancy, the Council quorum shall be a Majority of Council Members in office.
- d) If no quorum is present within thirty (30) minutes after the time appointed for the Council meeting, the secretary shall take the names of the Council Members then present and the Council shall adjourn until the next meeting.
- e) The chairperson of the Council meeting shall be counted in determining the quorum.
- f) Where the Band Manager acts as chairperson, he or she shall not be counted in determining the quorum.

7.5 Voting

- a) All matters before the Council require a quorum to render a decision.
- b) A quorum of Council must include the Chief.
- c) All matters before the Council shall be decided by consensus where possible or by a majority vote of eligible Council Members present when consensus is not achieved.
- d) Where the Band Manager acts as a chairperson, the chairperson shall not be entitled to vote, in any case.
- e) Where a Council Member is precluded from voting by a conflict of interest as set out in the Conflict of Interest Guidelines of this Policy Manual, he/she shall disclose the reason for the conflict of interest, leave the room prior to any debate on the question, and not be counted in the quorum or vote considering the question before the Council.

- f) The secretary shall record the results of all votes in the minutes.

7.6 Attendance at Council Meetings

- a. Council meetings shall be open to all Members.
- b. A non-Member may attend all or part of a Council meeting where invited or permitted by a vote of the Council Members present.
- c. Staff are not permitted to attend Council meetings unless requested to attend.
- d. The chairperson may request that a person other than a Council Member leave a Council meeting where the chairperson deems his or her conduct to be improper.
- e. Persons other than Council Members whose attendance is permitted at a Council meeting shall attend only as observers and may only address the Council if their matter is on the agenda or if they receive permission to do so from the chairperson.
- f. Council Members present may, by vote, determine that a Council meeting is closed when confidential information is discussed or other community interests require a closed meeting.

7.7 Chairperson

- a. Unless otherwise provided in this Policy Manual, the Chief is the chairperson of all meetings.
- b. In the Chief's absence, the Councillors present shall, by vote, select a chairperson from amongst themselves, or appoint the Band Manager as the chairperson.
- c. After being appointed for the meeting, the chairperson shall take the chair and call the meeting to order.
- d. The chairperson shall maintain order and decide on all questions of procedure, subject to an appeal to Council Members present.
- e. A Council Member may appeal the decision of a chairperson on points of procedure. All such appeals shall be decided by a vote of Council Members present.
- f. A chairperson wishing to speak on an issue shall temporarily excuse him or herself from the chair and shall appoint an interim chairperson. Upon completion of the chairperson's participation in the discussion, he or she shall resume the chair.

7.8 Executive Assistant

- a. The Council shall appoint an Executive Assistant for the Council.
- b. The Executive Assistant shall attend all Council and Membership Meetings and, without limiting the generality of their duties, shall:
 - i. take attendance of Council Members present;
 - ii. record meeting minutes;
 - iii. record decisions and votes; and
 - iv. record action items with names and dates; and
 - v. carry out such further duties as required by the Council.

7.9 Council Meeting Minutes

- a) The Executive Assistant shall complete the meeting minutes within three (3) working days after the meeting.
- b) The minutes of Council meetings shall be legibly recorded by the Executive Assistant in a Council meeting minute book and transcribed to digital format.
- c) The minutes of a Council meeting shall be adopted by resolution at the next Council meeting. The resolution will be recorded in the minutes.

7.10 Membership Meeting Minutes

- a) The minutes of Membership Meetings do not have to be adopted by the Council or signed by the Members of the Council.
- b) The Band Manager shall retain the electronic record of Membership Meetings in a secure place.
- c) Any Member may, at any reasonable time, inspect the minutes of any open meeting and may make copies of the minutes upon payment of a reasonable copying fee.

7.11 Resolutions and Motions

- a) Resolutions and motions may be presented and considered at Council meetings.
- b) The chairperson shall present and read each proposed resolution and, after the resolution is moved by one Council Member and seconded by another Council Member, shall open discussion on the resolution.
- c) The chairperson shall call for consensus or a vote upon the completion of discussion on the proposed resolution. Voting will occur as directed in the Voting section of this Policy.
- d) Unless otherwise specified in the resolution, the resolution shall come into effect on the date it is passed.
- e) No passed resolution shall be deemed invalid only by reason of a refusal or omission of a Council Member to sign a passed resolution.
- f) The Band Manager shall cause copies of all passed resolutions to be recorded and maintained in chronological order.
- g) A passed resolution may be amended or rescinded by a subsequent passed resolution, which:
 - i. specifically rescinds or amends the earlier resolution; or
 - ii. deals with the same matter in a different or contradictory way.
- h) Where two passed resolutions deal with the same matter in a contradictory way, the earlier resolution, or parts of the earlier resolution affected, shall be deemed amended to the extent necessary to resolve the contradiction.
- i) Once passed, the Council shall support all resolutions.

7.12 Adjournments

- a) Meetings shall be ended by a motion to adjourn by one Council Member, seconded by another Council Member and approved by the Council Members present.
- b) A meeting shall be deemed adjourned where there is no longer a quorum.

7.13 Councillor Portfolios and Committees

- a) The TLFN Council may operate with a portfolio system. Under this system, each TLFN Councillor may be assigned one (or more) portfolios, usually in a field or area in which the Councillor has experience and/or interest. To specialize in this portfolio area, the Councillor shall then:
 - i. study relevant background material;
 - ii. take short workshops/training available in this area;
 - iii. communicate regularly with the TLFN staff members working in the related department(s);
 - iv. attend relevant conferences and meetings; and
 - v. advise the Council regarding policy development, budgeting and decision-making in this area.
- b) If the TLFN decides to establish a community committee to assist in any particular area, the relevant Portfolio Councillor or other community member shall be assigned as the chairperson of that committee.
- c) The assigned Chairperson must ensure that the committee has a clear objective and mandate and an appropriate Terms of Reference.
- d) The committee will meet and operate until it has fulfilled its objective and mandate and will then be dissolved, having completed its appointed task.
- e) The committee chairperson shall prepare the agenda for committee meetings, ensure that meetings are conducted in an orderly and businesslike manner, and ensure that minutes are accurately recorded.
- f) The Committee Chairperson shall also act as a link between the committee and the Council, regularly reporting on the committee meetings by providing minutes of the meetings to the Council signed by the chairperson to indicate accuracy. The Council can then discuss and ratify the recommendations and findings of the committee.
- g) Boards may also have designated Council members. However, Boards are to be duly recognized as separate and distinct functions from Council.

8.1 FINANCIAL MANAGEMENT AND COMMITTEES

The Chief and Councillors will abide by the guidelines and procedures set forth in the TLFN Finance Policy Manual. Below are other topics not covered by the Finance Manual.

8.2 Duties of Council

- a) The Council shall be responsible for the preservation and protection of the assets of the TLFN and the prudent financial management and administration of TLFN funds, with due accountability to the Membership.
- b) The Council may, by resolution, approve agreements with federal or provincial governments or with any other party for funding to TLFN, its departments, agencies or other TLFN entities.
- c) The Council shall develop TLFN Laws and policies consistent with this Policy Manual regarding financial management and accountability.
- d) Without limiting the generality of its responsibilities, the Council shall, consistent with this Policy Manual and TLFN Law:
 - i. establish and maintain a Department of Finance;
 - ii. manage and control the receipt and expenditure of TLFN revenues;

- iii. select appropriate financial institutions for the deposit of TLFN revenues;
- iv. develop and implement policies for financial administration;
- v. develop and implement policies for financial accountability and reporting to Members;
- vi. adopt a financial plan;
- vii. adopt a Provisional Budget, if necessary, and a Budget for TLFN;
- viii. monitor the tendering of contracts;
- ix. hold periodic meetings to report to Members on the financial affairs of the TLFN;
- x. appoint an Auditor; and
- xi. develop policies and procedures for Members to access financial records, financial reports, Provisional Budgets, Budgets and Council minutes concerning the financial management of the TLFN.

8.3 Financial Plan

- a) The Council shall, by resolution, adopt a financial plan annually before the Budget is adopted.
- b) The planning period described in a financial plan is five (5) years, being in the year in which the financial plan is specified to come into force and the following four (4) years.
- c) The financial plan must set out the following for each year of the planning period:
 - i. the proposed expenditures;
 - ii. proposed funding sources; and
 - iii. proposed transfers between funds.
- d) The proposed expenditures must set out separate amounts for each of the following as applicable:
 - i. the amount required to pay interest and principal on debt;
 - ii. the amount required for capital purposes; and
 - iii. the amount required for other purposes.
- e) The proposed funding sources must set out separate amounts for each of the following as applicable:
 - i. transfers from other governments; and
 - ii. revenue from other sources.

8.4 Appointment of Auditor

- a) The Council shall, by resolution, appoint an auditor to audit the financial statements, records and inventories of the TLFN at least once each year prior to the commencement of each Budget year.
- b) The auditor shall be a member in good standing or in a partnership whose partners are members in good standing of the Canadian Institute of Chartered Accountants or the Certified General Accountants' Association of British Columbia.

8.5 Auditor's Reports

- a) The auditor shall:
 - i. perform, in accordance with generally accepted Canadian auditing standards, a general review of accounting procedures and such tests of accounting records as he or she considers necessary under the circumstances;

- ii. state in a report whether the consolidated financial statements present fairly the financial position of the TLFN at the end of the Budget year, and the results of its operations for the year then ended;
 - iii. report whether the financial operations are in compliance with this Policy Manual and TLFN Laws; and
 - iv. make recommendations in the report for more effective financial management.
- b) The auditor's report shall be prepared in accordance with the form and reporting standards recommended by the Canadian Institute of Chartered Accountants.
 - c) The auditor must provide the unqualified audit for signature by the TLFN.
 - d) The auditor shall present the audit report to Council on or before July 31 for the budget year ending the preceding March 31.
 - e) The auditor's report and audited consolidated financial statement of the TLFN shall be reviewed by the Council and approved by a resolution.
 - f) Upon acceptance by a resolution, the audited consolidated financial statement shall be signed by the Chief and the Band Manager COUNCIL and be recorded in the Council minutes as reviewed and approved.
 - g) The Council shall ensure that, where appropriate, recommendations made by the auditor are implemented and that the audit report and any other relevant accounting records are made available as required under funding agreements and to any other person designated by the Council.

8.6 Access to Information by Auditors

- a) In exercising his or her duties and responsibilities, the auditor shall conduct all examinations necessary to prepare the reports described in section 8.4.
- b) In carrying out his or her duties and responsibilities, the auditor shall have a right of access at all reasonable times to:
 - i. the records of the Council, departments and the TLFN;
 - ii. the records of any other body that exercises the powers of the TLFN; and
 - iii. any computer, other data processing equipment and software owned or leased by the TLFN or other body and used for financial recording or reporting purposes.
- c) Upon request, Council Members, TLFN officers, employees, agents, and other persons shall provide the auditor with information, reports or explanations the auditor deems necessary to carry out his or her duties and responsibilities.
- d) An auditor shall abide by all applicable laws restricting the disclosure of information.

8.7 Remuneration of Chief and Council

1. Chief:

- a) The Chief is responsible and accountable for following the guidelines set forth for submission of remuneration and expenses incurred and must be within the allotted budget guidelines that are approved by Council.
- b) The Chief is entitled to the annual stipend which will be determined at a duly convened Council meeting.
- c) The Chief is also entitled to reasonable expenses for carrying out his/her duties.
- d) The Chief is entitled to receive:
 - i. holidays, leave and benefits in accordance with TLFN Laws for their services as elected officials of the TLFN; and

- ii. reimbursement for approved expenses incurred in carrying out official duties.

2. Council:

- a) Any Council members who are also full time employees, are entitled to remuneration or benefits, as mentioned in Section 8.6 d) i.
- b) Council members who are not full time employees, however, are entitled to receive:
 - i. honoraria for Council-approved work with confirmed attendance by all who were present
 - ii. reimbursement for approved expenses incurred in carrying out official duties
 - iii. vehicle business insurance coverage
- c) To receive remuneration for an anticipated out-of-town meeting, Council members must fill out an *Application for Reimbursement of Expenses* form and submit to the Chief or Band Manager for processing.
- d) The Band Manager will then confirm that there is budgetary and Council approval for such expenses. If there are resources committed and available for such expenses, the Band Manager will submit the Application for Reimbursement form to the Finance Department for processing.
- e) An Application for Reimbursement will not be approved and paid by the Finance Department unless it has been signed off by the Chief or Band Manager for approval.

8.8 Budget Control and Monitoring

- a) The Finance Department is responsible for providing the appropriate financial information in order to promote effective monitoring of budgets.
- b) It is the responsibility of the Chief and Council members to control expenditures (i.e. expenses and remuneration) and to monitor performance taking into account of financial information provided by the Finance Department.
- c) Chief and Council must submit a quarterly report of all expenses and honoraria and must not exceed the amount allocated to them.
- d) Any exceptional requirement outside the budget allotment must attain approval from the Chief and Council.

9.1 MEMBERSHIP MEETINGS

9.2 General

- a) Membership Meetings shall include an Annual General Meeting (AGM), General Membership Meetings (GMM) or Special Membership Meetings (SMM).
- b) General Membership Meetings shall be held at least once every six (6) months.
- c) A Special Membership Meeting shall be held:
 - i. where called by resolution; or
 - ii. upon request set out in a petition signed by (45) 45Members, presented to the Council and the Band Manager; or
 - iii. as required by this Policy Manual.
- d) The Council shall determine the date, time and place of a General Membership Meeting or a Special Membership Meeting.
- e) If a General Membership Meeting is not held within the three (3) month period, or if a Special Membership Meeting has not been called by Council within seven (7) days of

the receipt of a petition calling for a Special Membership Meeting, the Band Manager shall set the date, time and place for the Membership Meeting.

- f) Notice of the date, time, place and subject matter of a Membership Meeting shall be provided to each Council Member and posted by the Band Manager in a public area of the TLFN administration building at least five (5) days before the meeting.
- g) All Meetings will be held in Takla, unless Council makes a change to location at a duly convened Council meeting.
- h) The Council may, at a Council meeting prior to a Membership Meeting, by vote of Council Members present determine that in the community interests a Membership Meeting shall only be open to Members and employees of the TLFN whose attendance is requested by the Council to inform the attendees on a specific matter.
- i) Unless otherwise permitted by the Council, only Members, and employees of TLFN whose attendance is requested by the Council may attend Membership Meetings.
- j) Where the Council determines a Membership Meeting to be open only to Members and employees of the TLFN requested to present information at the meeting, this shall be set out in the notice of the Membership Meeting.

9.3 Annual Reporting on TLFN Finances to Members

- a) No later than October 31 of each year, the Council shall schedule a Membership Meeting to present the audited financial statements of the preceding year.
- b) Notice of the Membership Meeting shall be provided to the Membership at least fourteen (14) days before the date of the meeting and shall:
 - i. specify the date, time and place of the Membership Meeting; and
 - ii. include a statement that the audited consolidated financial statements and any reports to be presented are available for inspection at the TLFN administration building.
- c) Notice of the Membership Meeting required under section 9.2 a) shall provide:
 - i. publication in the TLFN newsletter mailed to Members, or by separate written notice delivered or mailed to Members;
 - ii. the posting of a notice in a public area of the TLFN administration building; or
- d) The most recent audited financial statements and reports shall be available for inspection by Members at the TLFN administration building during its regular office hours.
- e) Copies of most recent financial statements and reports shall be provided to Members upon REQUEST.

9.4 Financial Plan

- a) Council shall annually schedule a Membership Meeting to present the draft financial plan to the Membership.
- b) Notice of the Membership Meeting required under section 9.2 b) shall be provided to the Membership at least twenty (20) days before the meeting and shall include:
 - i. the date, time and place of the Membership Meeting; and
 - ii. notification that the draft financial plan can be obtained at the TLFN administration building.
- c) Notice of the Membership Meeting required under section 9.2 b) shall provide:
 - i. publication in the TLFN newsletter mailed to Members, or by separate written notice delivered or mailed to Members;

- ii. the posting of a notice in a public area of the TLFN administration building; or
 - iii. the posting of a notice on the TLFN local ad channel.
- d) At the Membership Meeting, copies of the draft financial plan shall be made available to all Members in attendance.
- e) At the Membership Meeting, the Council shall present the draft financial plan or it's designate. Members may ask questions and provide comments.
- f) The Council shall take into consideration the comments received from Members, the needs of the community and other relevant matters in finalizing and adopting the financial plan.

9.5 Right of Members to File a Complaint

- a) A complaint may be filed if a Member believes that:
 - i. a disbursement, expenditure, liability or other transaction is not authorized by or under this Policy Manual or a TLFN Law; or
 - ii. there has been a theft, misuse, misappropriation or irregularity in the funds, accounts, assets, liabilities and financial obligations of the TLFN or one of its departments.
- b) If a written complaint concerning the matters under section 9.4 a) is filed with a Council Member, it shall be forwarded immediately to the Band Manager.
- c) The Band Manager shall forward copies of the complaint to the Director of Finance, to the Council and to the auditor.
- d) The Director of Finance shall review the complaint and prepare a report concerning matters raised. He or she shall then provide a copy of this report to:
 - i. the Band Manager;
 - ii. Council; and
 - iii. the auditor.
- e) After a review of the Director of Finance's report the Council shall send a written response to the Elector filing the complaint.

10.1 ADOPTION AND AMENDMENTS TO THE POLICY MANUAL

10.2 Procedure

- a) Council will initiate the process for the adoption of this policy.
- b) Council will ensure that this Manual is available for review by all Council members at least two (2) weeks prior to Section 10.1 occurring.
- c) Before the next duly convened Council meeting, Council will amend any sections they deem relevant. A Motion to accept the Manual with amendments, if necessary, as Council's governing document for its Mandate will then be passed.
- d) There must be a quorum and a majority vote (50% +1) of the Council in attendance is required to ratify this Policy.
- e) The process for development and passage of amendments to this Policy Manual may be initiated by:
 - i. Before the next duly convened Council meeting, Council will specifically identify which sections it will consider amending.
 - ii. The Band Manager will then explore options, including seeking external, professional advise on such amendments.

- iii. Based on the Band Manager's research, the Band Manager will present options for amending this Manual, with specific wording presented to Council at a duly convened Council meeting.
- f) The proposed amendments to this Policy Manual must be approved by a majority of Council members at a duly convened Council meeting.
- g) Proposed amendments to this Policy Manual approved in accordance with this Part shall come into effect on the date of the vote.

10.3 Liability

- a) The TLFN is not liable for anything done or omitted to be done by the government of Canada or any person or body authorized by the government of Canada in the exercise of any federal rights, powers or responsibilities prior to the date this Policy Manual comes into force.
- b) This Policy Manual is not, nor shall be interpreted as being a waiver by the TLFN in regard to any liabilities, acts or omissions of the government of Canada.

10.4 Coming into Force

The provisions of this Policy Manual shall come into force on the date that the Council ratifies it at a duly convened meeting.

APPENDIX A – OATH OF FINANCIAL RESPONSIBILITY AND ACCOUNTABILITY STATEMENT

AND OATH:

As a member of the TLFN Council, I agree to uphold the Code of Conduct adopted by the Council, and agree to conduct myself by the conduct standards set out.

I agree that:

- I have an obligation to conduct myself, at all times, in a manner consistent with the Values and Principles in the TLFN Vision Statement.
- I will deal only with the Band Manager or Chief on all financial matters including submission of honoraria and out-of-pocket expenses.
- I will seek from Council before undertaking any activity that requires honoraria and expense commitments.
- I commit that I will not instruct staff or Community members on any financial matters; I will refer them to the Band Manager.
- I will be responsible to ensure that the budget funding intended for my position, as a Councilor does not exceed the level authorized
- I permit the Finance Department to submit to Council on my behalf quarterly item-by-item in regards to my expenditures, including overages.
- Should I overspend on my budget, I commit to making the necessary adjustments in my activities, including reducing my activities, to ensure that I will stay within my annual allotted budget.

I do hereby solemnly swear to fulfill to the best of my ability the duties of my position with the TLFN Council. I acknowledge that I have a responsibility, first and foremost, to the TLFN. I agree to fulfill my obligations and responsibilities in accordance with this Code.

Signature

Print Name

Date

