



MEETING MINUTES			
Meeting:	MNGA Governance Committee		
Date of Meeting:	Sunday, June 9, 2024	Time:	9:02 AM
Minutes Prepared By:	Nicole Ludwig	Location:	Microsoft Teams Meeting
Attendance			
<p>Participating Members: Dave Allard; Caitlin Bird; Carmen Carriere; Patrick Harriott; Travis Jobin; Jamie-Lee Keith; Dawn McConnell, Marlene Swears (arrived 1:03 PM); Pixie Wells (departed 2:43 PM)</p> <p>Regrets: Peggy Olanski</p> <p>Staff: John Bieker, Chief Governance Officer Nicole Ludwig, Manager of Governance</p> <p>Guests: Judit Nagy, Community Coordinator – Governance; Tyler Thompson, Manager of External Financial Services</p>			
1. Welcome			
<p>Travis Jobin welcomed members to the meeting at 9:02 AM and provided opening good words.</p> <p>Judit Nagy, Community Coordinator – Governance, introduced herself.</p>			
1.1 Adoption of Meeting Agenda			
<p>Motion: MOVED: Carmen Carriere SECONDED: Caitlin Bird RESOLVED: BE IT RESOLVED THAT The MNGA Governance Committee meeting agenda of Sunday, June 9, 2024 be approved as circulated.</p> <p>CARRIED UNANIMOUSLY</p>			
1.2 Adoption of Minutes from Previous Meeting			
<p>Motion: MOVED: Dawn McConnell SECONDED: Carmen Carriere RESOLVED: BE IT RESOLVED THAT The minutes of the MNGA Governance Committee meeting of Thursday, May 23, 2024 be adopted as presented.</p> <p>CARRIED UNANIMOUSLY</p>			



2. Review and Continue Conversation from January

John Bieker, Chief Governance Officer, and Nicole Ludwig, Manager of Governance, reviewed the conversation from the in-person meeting in January 2024, and explained that in the discussion regarding a renewed Community Charter Agreement, the parts that pertain to collective (political) accountability could be put in a new piece of legislation; those parts that are bilateral (apolitical/operational) accountability could be put in a separate agreement.

In discussion, members noted the following:

- Requiring 25 Citizens to make a community could put a lot of strain on a few people; that number could be looked at historically and require 40 instead;
- Requiring more than 25 citizens may make it difficult for some communities to be successful and may leave people out; it may be worthwhile to have different requirements for new Communities;
- New Chartered Communities are approved by the MNGA; approval greenlights the Community President or Vice-President to attend;
- The idea of “autonomy” needs to be clearly defined (Article 4.1);
- Concerns around what “Consultation” means; there is a need for more engagement so that Citizens feel like they are involved; and
- Roles and responsibilities for each party need to be clearly defined.

3. Funding Model for upcoming CCICG Funding

Tyler Thompson, Manager of External Financial Services, presented the proposed model for the fourth wave of CCICG Funding, noting that the model is the same as the previous waves, with 60% of funding split equally between Communities, and 40% distributed on the basis of population.

In discussion, members noted:

- Knowing the entire amount of money that will be distributed over the different waves of funding will help communities with budgeting and programming;
- A schedule of quarterly disbursement should be developed;
- The current 60/40 split is good to ensure that all Communities have the same base-line funding;
- Concerns regarding the low level of funding and that not all Communities have a dedicated office space.

Motion:

MOVED: Caitlin Bird

SECONDED: Dave Allard

RESOLVED:

THAT the MNGA Governance Committee approve the funding formula for wave 4 of CCICG funding as presented at the June 9, 2024, meeting.

CARRIED

(one member opposed)

Note: The Committee recessed at 10:42 AM and reconvened at 11:00 AM.

4. Community Charter Renewal

Note: During discussion on item 4, a lunch break was held from noon to 1:00 PM. After lunch, Marlene Swears joined the meeting.



Discussion ensued around the political/collective accountabilities as listed in the draft Community Charter revisions, with members noting the following:

- Article 4.2: make the wording regarding sponsored participants for the AGM more generic so that Communities can choose who will represent them.
- The idea of “autonomy” needs to be better defined so all parties are starting from the same place;
- Communities need to be involved in the development of updated Consultation Guidelines;
- Concerns around privacy matters as practiced by Communities;
- There is more flexibility in bilateral accountability than in collective accountability;
- Empowering Regional Governance Councils to do more in conflict resolution, and consciously including Kookums and Aunties in dispute resolution;
- Concerns around the potential weaponization of reporting requirements;
- General agreement that collective accountability could be legislated, and bilateral accountability could be more flexible and dealt with at the agreement/policy level;
- Investigate the possibility of different levels of Chartered Communities so that Communities can take on more as they progress and gain capacity.

In response to questions and comments, Mr. Bieker provided the following information and comments:

- There may be a role for RGCs in dispute resolution, prior to appealing to the Senate;
- MNBC can help facilitate insurance for cultural and Community events;
- Bilateral accountability would be driven by operations (policy), but would have to be approved by a political entity.
- MNBC can help provide a base level of privacy training for Communities;

Note: please see attached Appendix A for more details on the proposed update to the Chartered Community Agreement.

5. Governance Review

The Committee consented to add a discussion regarding the recent governance review completed by Dr. Kurtis Boyer.

Committee members expressed gratitude for external perspectives, and noted:

- It is difficult to reconcile the lack of capacity for volunteer elements vs. nation-building pursuits;
- There is a large gap between what MNBC experiences and what Communities experience;
- Plain language documentation on elections and the AGM would be helpful for Citizens to understand why these things are important;
- While the review was a governance health check rather than a vehicle to achieve goals, it is useful feedback from a third party.

In response, Mr. Bieker provided the following information:

- The focus on the review was on the political structure, not day to day funding;
- The review has opened the way for a couple of political conversations and the report will be used when it can support MNBC goals;
- The first step is to open up the conversations and determine best uses of the report collectively.



6. Adjournment

Motion:

MOVED: Patrick Harriott

SECONDED: Dave Allard

RESOLVED:

THAT the meeting be adjourned.

CARRIED UNANIMOUSLY

(one member absent for the vote)

Next Meeting: TBD

1. Represent Métis People:
- Métis uses MNC definition: “Métis” means a person who self-identifies as Métis, is distinct from other Aboriginal peoples, is of historic Métis Nation Ancestry and who is accepted by the Métis Nation.”
2. MNBC is the Métis government in BC
- No affiliation with BC Métis Federation (BCMF) or Manitoba Métis Federation (MMF);
 - Recognition of legitimacy of MNBC Governance structure, including *Constitution* and other Legislation.
3. Communities are the base level of Métis Government
- To create a Community, a minimum of 25 Citizens agree to voluntarily support the Community as representative of Métis people in a geographic area;
 - MNBC recognizes the Community’s legitimacy and authority in a defined geographic area.

Spheres of Accountability

Collective Accountability (political)	Not assigned	Bilateral Accountability (apolitical)	Notes
<div>1.1 The Chartered Community recognizes MNBC as the government of Métis Citizens in British Columbia. As such, the Chartered Community agrees to refrain from entering into any agreement with any other Métis political entities within British Columbia that claim to represent Métis people.</div> <div>1.2 MNBC recognizes the Chartered Community as the exclusive Métis Community within the geographic boundaries agreed upon by the RGC, pursuant to Article 55 of the MNBC Constitution.</div>		<div>2.5 The Chartered Community must either adopt the “MNBC Chartered Community Privacy Policy” or develop a privacy policy consistent with the privacy policy of the MNBC and in compliance with the requirements of the Personal Information Protection Act.</div> <div>2.6 The Chartered Community must enter into a data sharing agreement with MNBC before any confidential information, which includes, but is not limited to, Citizen information, is provided to the Chartered Community.</div>	<ul style="list-style-type: none">Create “Chartered Community Act” for Collective (political) accountability.Bilateral (apolitical/operational) accountability can be put in new Community Charter.Remember the idea of the wheel where Communities come together to create MNBC.
<div>2.4 The Chartered Community hereby agrees to ensure that the Constitution/Bylaws of the Chartered Community is-are or shall be made consistent with the provisions of the MNBC Constitution. Where there is a conflict between the MNBC Legislation or the interpretation of Constitutional or Legislative provisions the provisions of the MNBC Constitution are paramount and the provisions thereof shall prevail over the Chartered Community Constitution, Bylaws, and any Legislation</div>			
<div>2.7 The Chartered Community must require that all Community Board Members sign the “MNBC Oath of Office for Chartered Communities”.</div> <div>2.8 The Chartered Community shall register and maintain its status as a not-for-profit society in good standing and shall operate pursuant to the Societies Act of British Columbia, its Community bylaws, and MNBC Legislation, including the MNBC Constitution.</div>		<div>3.2 The Chartered Community shall hold Annual General Meetings at least once per year based on the time and notice requirements of the Community Constitution and bylaws, and the MNBC Constitution. Such meetings shall also be held in compliance with the Societies Act of British Columbia.</div> <div>3.3 The Chartered Community agrees to hold democratic elections for its officers and directors at least every two years.</div>	<ul style="list-style-type: none">Include “Oath of Office” as an appendix to the new Act.

Collective Accountability (political)	Not assigned	Bilateral Accountability (apolitical)	Notes
2.9 Upon receipt of a letter or e-mail from the MNBC described in section 4.5, the Chartered Community must regain its status as a not-for-profit in good standing within one year of the date of the letter, or demonstrate that it has made every effort to do so.			
<p>4.1 The MNBC will respect the autonomy of the Chartered Community, and will ensure that the needs of the Chartered Community are considered when making decisions affecting the Chartered Community.</p> <p>4.2 The MNBC will sponsor the President, or if they are unable to attend, the Vice-President, along with one designated delegate when funds are available to Annual General Meetings and Special General Meetings of the MNBC. Anyone sponsored by the MNBC to attend a general meeting must be a Board Member of the Community they represent and an MNBC Citizen.</p> <p>4.3 The MNBC will provide funding for the President to attend the MNGA. In the event the Community President is unable to attend the MNGA, the MNBC will provide funding for the Community's Vice-President to attend the MNGA in the President's place, provided they are an MNBC Citizen.</p> <p>4.4 The MNBC will politically support local initiatives of the Chartered Community where those initiatives are consistent with the objectives and strategies of the MNBC.</p>		<p>4.5 The MNBC, upon determining that the Chartered Community has lost its good standing as a non-profit society, will contact the Board of Directors by letter and e-mail to inform them of this and the steps required to regain good standing.</p>	<p>4.1 Define autonomy so that all parties agree on a starting point – this might mean being explicit about the different spheres where MNBC and Communities are primary (e.g. National/provincial = MNBC; provincial in some cases/local).</p> <p>4.2 make wording a bit more generic (e.g. The Board may authorize up to two Métis Citizens from their Community to be the Sponsored Participants for an MNBC AGM).</p>
5.1 The Chartered Community agrees to provide the following information to MNBC, through the respective Regional Director and MNBC Community Services: a) All notices of General Meetings, minutes of general meetings, and financial reports that are made public to its Métis Citizens; and	5.1 The Chartered Community agrees to provide the following information to MNBC, through the respective Regional Director and MNBC Community Services: c) A copy of the annual report and Society updates submitted to the Province under the Societies Act, submitted to MNBC within 30 days of the General Meeting.	5.1 The Chartered Community agrees to provide the following information to MNBC, through the respective Regional Director and MNBC Community Services: b) Any reporting that is required as a condition of a program or initiative funded by MNBC.	<ul style="list-style-type: none">• Make reference to financial reporting but details of reporting should be laid out in specific programming/funding opportunities.• Forward President/VP oath to MNBC.• Distinguish between documents that “must” be shared to MNBC (annual report, bylaws, financial submissions), “nice to share” documents, and “exemplary” sharing of documents.• Share community success stories for other communities to learn/be inspired• Funding reporting guidelines to be included with each funding opportunity

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			<ul style="list-style-type: none">communities to confirm they are in good standing every year, and confirmation that the community has held an AGM (notice, minutes, financials)
	<p>SURVIVAL:</p> <p>7.1 This Agreement shall survive and remain in effect during and after Provincial, Regional and Community Elections, unless a Party exercises its right to terminate this Agreement as set out in Section 11 below.</p>	<p>6.1 MNBC and the Chartered Community will review the implementation and/or compliance with this Agreement through the Regional Director and the Chartered Community on an annual basis. The MNBC Regional Director and the Chartered Community will meet for this purpose at least once per year.</p>	
	<p>DISPUTE RESOLUTION:</p> <p>9.1 Any dispute concerning this Agreement, including a dispute with respect to the interpretation, application, implementation, or operation of this Agreement or its terms and provisions shall be, where possible, resolved by consensus.</p> <p>9.2 Should the matter be unable to resolved by consensus, the Parties shall follow the steps set out in the “MNBC-Chartered Community Dispute Resolution Process”, as amended from time to time.</p> <p>9.3 Where a matter in dispute cannot be resolved by the Parties as set out in Section 9.1 or 9.2 , either Party may, in writing and with notice to the other Party, refer the matter in dispute to the MNBC Senate for determination. The determination from the Senate shall be final and binding on the Parties.</p>	<p>8.1 Both Parties mutually agree to indemnify and hold the other party harmless from and against any liability which a party may suffer or incur as a result of the willful misconduct or negligent act or omission of the other party.</p> <p>8.2 The Chartered Community is required to provide requested information to MNBC or to insurance brokers retained by MNBC to maintain the shared general and liability insurance that is provided to the Chartered Communities.</p> <p>8.3 If, through a failure to comply with Section 8.2 herein, a Chartered Community allows their insurance to lapse, MNBC can, at its sole discretion, suspend funding to the Chartered Community.</p>	<ul style="list-style-type: none">Dispute resolution needs to be fleshed outRGCs play role in dispute resolution, before appealing to senateRules of engagement to frame discussions. Conflict resolution training for all leaders.Role of CS/MNBC staff in accountability and conflict resolution.Have a different RD or any MNBC board member to mediate to get to a resolution;Possibility of involving Kookums and Aunties in conflict resolution.
<p>10.1 This agreement will be governed by the laws of the Métis Nation of British Columbia. The Parties hereby irrevocably adhere to the jurisdiction of the MNBC Senate.</p>	<p>AMENDMENT AND TERMINATION:</p> <p>11.1 This Agreement may be amended by written agreement signed by the Parties hereto. Any amendment to this Agreement shall be provided, in writing, to the MNGA for its information.</p> <p>11.2 This Agreement may be terminated by either Party approving such a resolution to do so and providing 120 days written notice of the resolution to the other Party.</p> <p>11.3 Despite Section 9.2, this Agreement will be terminated immediately upon:</p> <p>11.3.1 the MNBC or Chartered Community becoming insolvent;</p> <p>11.3.2 The MNBC (through the MPCBC) losing or relinquishing its status as a legal entity in good standing;</p> <p>11.3.3 A breach of a material term of this Agreement which shall include those matters upon which a Party relies towards the fulfilment of its obligations to Métis Citizens and third parties and shall include, but not be limited to, the following:</p> <p>i. The failure to provide progress reports to the MNBC</p>		

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	<p>as required or requested;</p> <p>ii. The failure to comply with the provisions of the legislation of British Columbia; or</p> <p>iii. The breach of that Party's fiduciary obligations to the other Party, and to the Métis Citizens of British Columbia.</p> <p>11.4 Despite Section 9.2, if a Chartered Community that has received a letter and/or e-mail pursuant to section 4.5 has not regained or made every effort to regain its status as a non-profit society in good standing with BC Societies Registry, this agreement shall be terminated one year following the date of issuance of the letter.</p> <p>11.5 This Agreement may be replaced or superseded by MNBC legislation that legislates the relationship between MNBC and Chartered Communities.</p>		Remove i. from agreement.
	<p>GENERAL:</p> <p>12.1 This Agreement constitutes a Community Governance Charter as referred to in the MNBC Constitution and creates binding obligations and responsibilities on both Parties.</p> <p>12.2 The Parties acknowledge and agree that all previous agreements creating an affiliation between the MNBC and the Chartered Community are superseded by this Agreement and are hereby terminated effective on the date of this Agreement.</p>		