

5.0 COMMUNITY TRUSTEES: APPOINTMENT AND REMUNERATION

- 5.1 An initial eight (8) Community Trustees are hereby appointed by the Trust Creator to serve until the next election of Council at which time there will be an election for the positions of Community Trustees. The initially appointed Trustees must sign a Trustee Declaration for Community Trustees, as set out in Schedule A, as a way of confirming acceptance of the powers and duties that the Trust confers upon them, including the duties outlined in the Trustee Declaration for Community Trustees.
- 5.2 Following the initial term under section 5.1:
- (a) Community Trustees will each be selected and appointed at the same time as an election of Council according to the same procedures for voting as are set out in the Electoral Code, with any necessary changes in the details; and
 - (b) the number of Community Trustees at any given time will be no more than eight (8) and no less than three (3).
- 5.3 The process for selection and appointment of Community Trustees is as follows:
- (a) Members who satisfy the eligibility requirements set out in section 5.7 may apply to the Administrative Trustee to stand for appointment as a Community Trustee, and, after vetting the candidates to ensure that they meet all the requirements set out in section 5.7, the Administrative Trustee will forward the list of candidates to the Council no later than 45 days prior to the end of the current Community Trustees' term;
 - (b) Council will conduct a Band Custom Vote at which Eligible Voters will be asked to select up to eight (8) Community Trustees, and in doing so, Council will make reasonable efforts to present up to ten (10) candidates to the Eligible Voters;
 - (c) Council will appoint up to eight (8) candidates, being the candidates with the highest number of votes, as Community Trustees, provided however that if the result of the Band Custom Vote does not produce the composition required under section 5.4, then Council, while ensuring as little disturbance to the Band Custom Vote results as possible, will determine the Community Trustees from the candidates, as Council sees fit, so as to ensure that the proportion requirements are met.
- 5.4 In appointing the Community Trustees, Council must ensure that:
- (a) a majority of Community Trustees reside on Reserve;
 - (b) at least half of the Community Trustees are Pre-Independence Members, and no more than half of the Community Trustees are Post-Independence Members;

(c) at least one Community Trustee is a member of the Anishinaabe Custom Council;

(d) if the Grievance Committee is in existence at the time of appointment, at least one Community Trustee is a member of the Grievance Committee; and

(e) if the Parents Committee is in existence at the time of election, at least one Community Trustee is a Parent.

5.5 Except for the initial term provided under section 5.1, Community Trustees serve terms equivalent to those of Council and may stand for re-appointment.

5.6 The cost of the community selection and appointment process is an Authorized Expense.

5.7 Prior to appointment as a Community Trustee and during the term of their trusteeship, an individual must satisfy all requirements under the Trustee Act, or other Applicable Law, as well as all of the following eligibility requirements:

(a) be at least 18 years of age;

(b) not have been adjudged or declared to be mentally incompetent or incapable of managing his or her own affairs by a court of competent jurisdiction;

(c) not be an undischarged bankrupt or insolvent;

(d) have financial, legal, accounting, or business education or experience or have lengthy life experience with the traditions and culture of the Niisaachewan Anishinaabe Nation;

(e) be a Member;

(f) not be a citizen of the United States;

(g) not be a member of Council, an employee of the Trust Creator, nor an employee, director, or officer of any organization owned or controlled by the Trust Creator, except for positions of administrative assistance to Council or the Trust;

(h) not be a Spouse, child, parent, sibling, aunt, uncle, cousin, niece or nephew of any other candidate running for the same term;

(i) live a healthy lifestyle, as may be reasonably determined by Council after consultation with the Anishinaabe Custom Council; and

(j) have no prior convictions, whether pardoned or not, for an indictable criminal offence,

- 5.8 If a potential candidate satisfies the eligibility requirements listed in section 5.7, prior to appointment as a Community Trustee, the candidate must sign a Trustee Declaration for Community Trustees, as set out in Schedule A.
- 5.9 The Community Trustees will each receive an honorarium for their service to the Trust at a rate of \$500 per meeting attended, which rate may be revised by the Administrative Trustee on a yearly basis to reflect any changes in the consumer price index.

15.0 PROTECTOR

- 15.1 The initial Protector is hereby appointed by the Trust Creator, as represented by Council, to serve until the end of the term specified in section 15.6.
- 15.2 Prior to becoming the Protector and during their term as Protector, an individual must satisfy all of the following eligibility requirements:
- (a) be at least 18 years of age;
 - (b) not be a Parent, a Guardian or an Eligible Minor;
 - (c) not have been adjudged or declared to be mentally incompetent or incapable of managing their own affairs by a court of competent jurisdiction;
 - (d) not be an undischarged bankrupt or insolvent;
 - (e) have the level of education and experience that, in the opinion of Council after consultation with the Anishinaabe Custom Council, will be sufficient to enable the individual to perform the duties of the Protector;
 - (f) be a Member;
 - (g) not be a citizen of the United States;
 - (h) not be a member of Council, a Community Trustee, an employee of the Trust Creator, nor an employee, director, or officer of any organization owned or controlled by the Trust Creator, except for positions of administrative assistance to Council or the Trust;
 - (i) live a healthy lifestyle, as may be reasonably determined by Council after consultation with the Anishinaabe Custom Council;
 - (j) have no prior convictions, whether pardoned or not, for an indictable criminal offence; and
 - (k) have executed a Protector Declaration, as set out in Schedule A and delivered it to Council and the Protector.

- 15.3 As soon as reasonably possible after the appointment of a Protector, the Administrative Trustee will provide, or arrange for the provision of, such training for the Protector as the Trust Creator, as represented by Council, determines may be reasonably necessary to enable the Protector to perform their duties.
- 15.4 The Anishinaabe Custom Council, Council and the Grievance Committee will vet the candidates for Protector, and Council, after consultation with the Anishinaabe Custom Council and the Grievance Committee, will use reasonably best efforts to present no less than two (2) candidates for election by the Eligible Voters.
- 15.5 The Protector, other than the initial Protector, will be elected according to the same procedures for voting as are set out in the Electoral Code, with any necessary changes in the details, except when the Protector becomes unable to act as a Protector for a period of six (6) consecutive months or more, resigns, or is otherwise dismissed from office before the end of his or her term, and is replaced according to the procedures in section 15.9, and the cost of such elections is to be considered an Authorized Expense. Notwithstanding the foregoing, if there is no elected or appointed Protector, the Trustees shall continue to administer the Trust in accordance with the terms of this Deed (without reference to the Protector) and no actions or decisions of the Trustees in the administration of the Trust shall be invalid due to the absence of a Protector.
- 15.6 The Protector will serve terms of equivalent to two terms of Council and the election of the Protector will coincide with elections of Council.
- 15.7 An incumbent Protector may stand for election or re-election.
- 15.8 The Protector will remain in office until:
- (a) the term specified in section 15.6 ends;
 - (b) the Protector becomes unable to act as Protector for a period of six (6) consecutive months or more;
 - (c) the Protector resigns by giving written notice of at least ninety (90) days to the Trustees and Council;
 - (d) Council passes a Band Council Resolution, supported by a Special Majority Vote of the Trustees and a vote of the Eligible Voters at a duly called General Band Meeting, to remove that Protector; or
 - (e) the Protector becomes bankrupt or insolvent.
- 15.9 Upon the occurrence of any one of the events described in section 15.8, Council will appoint as interim Protector:
- (a) the individual in the previous election of the Protector with the next highest number of votes, and who has satisfied the requirements of section 15.2; or

(b) in the case where the individual referred to in Subsection 15.9(a) is unable or unwilling to assume the position of interim Protector, the individual deemed by Council to be an appropriate substitute and who has satisfied the requirements of section 15.2 and once such appointment is made, Council will initiate elections for a replacement Protector to serve the balance of the outgoing Protector's term.

15.10 No individual will become an interim or replacement Protector unless that individual satisfies the conditions in section 15.2 and executes a Protector Declaration, as set out in Schedule A, and delivers it to Council.

15.11 The Protector will receive reasonable remuneration for their service as determined by the Trust Creator, as represented by Council.

15.12 Subject to section 15.13, the Protector will not be liable for financial losses of or other financial damages to the Trust or Beneficiary and will be indemnified and saved harmless in respect of all costs and expenses, including all legal fees and disbursements, incurred by the Protector in respect of all actions, causes of action, suits, debts, covenants, contracts, claims and demands to which the Protector may be or become exposed arising from or out of any act or omission or error in connection with acting as Protector under the Trust.

15.13 The limitation and indemnity provided by section 15.12 does not apply if the Protector or their agents:

(a) acted with fraudulent intent;

(b) have been negligent with regard to the performance of their duties or failed to perform such duties;

(c) breached any of the provisions of this Deed resulting in an actual loss to Trust Property;

(d) knew or had reasonable cause to suspect that any advice was given in ignorance of material facts; or

(e) had a personal interest in the subject matter of any advice given or authorized by them.

15.14 Without limiting or derogating from the duties required by Applicable Law or under the terms of this Deed, the Protector has the duty to:

(a) keep knowledgeable and fully apprised of all matters related to the Trust;

(b) regularly report to Council, the Parents Committee, and the Trustees regarding the affairs of the Trust;

(c) consult with Council, Anishinaabe Custom Council, the Trustees, the Parents Committee, or the Members as set out in this Deed or as reasonably requested by any such party;

(d) as soon as reasonably possible alert Council, Anishinaabe Custom Council, the Trustees, the Parents Committee, or the Members, as appropriate, if a provision of this Trust is breached; and

(e) when exercising their powers in accordance with this Deed, do so to the highest standards of non-partisan decision-making and judgment and with fulsome consideration of the Purposes.

15.15 The Protector may obtain the assistance of professional advisors in carrying out their activities under this Deed and invoice the Trustees for the reasonable cost of doing so. Payment of such invoices will be an Authorized Expense.