



POLITICAL SERVICE AGREEMENT

This Agreement is between _____ (“Council Member”) and the MOHAWK COUNCIL OF AKWESASNE (“MCA”).

The Council Member has accepted political office to serve the people of Akwesasne by carrying out the duties associated with holding political office and to promote the best interests of the people of Akwesasne, in accordance with the *Oath of Office* and *Akwesasne Election Law*.

The MCA Council of Chiefs, elected under the *Akwesasne Election Law*, fulfills a political role. The administration and management of programs and services are carried out by the Executive Director and management team. The MCA organizational structure fosters harmony, allowing Chiefs and Council to focus on the political responsibilities while the Executive Director and management handle administrative matters.

The MCA, on behalf of the community of Akwesasne, wishes to establish provisions for Council Members to be held accountable to the community, as a means of ensuring better governance for the community.

The Council Member agrees to comply with the political service provisions contained in this agreement.

The parties therefore agree as follows:

PARTICIPATION

1. The Council Member is expected to:
 - a) perform his/her political duties and responsibilities honestly, conscientiously, and in accordance with the provisions contained in the *Akwesasne Election Law*, the *Oath of Office*, the *Ethical Conduct Law for the Mohawk Council of Akwesasne*, the *Council Meeting Procedure Regulations*, *Mohawk Council of Akwesasne Portfolio System Terms of Reference* and the *Akwesasne Financial Administration Law* (and any respective successor document of those listed);
 - b) engage in the governance of Mohawk Government with professionalism, respect, and integrity;
 - c) contribute sufficient time and effort necessary to achieve outcomes which are in the best interest of the community;
 - d) provide a weekly written report to the Council on portfolio updates;
 - e) provide a monthly written report to the community including information on events, activities, meetings, and travel attended; portfolio issues; district issues; progress being made; new initiatives being undertaken; and follow-up completed;
 - f) convey information, with the focus on portfolio related topics, to the community at various community meetings, through MCA’s newsletter, on local radio talk shows, and through any other media outlet available through the MCA Communications Unit; and

- g) respect and comply with all administrative policies and procedures of the MCA, or alternatively, to identify areas for improvement and mandate that said improvements be made.
 - h) comply with the rules outlined in the Akwesasne Financial Administration Law, especially those pertaining to conflict-of-interest, to uphold transparency and integrity in all council activities.
2. The amount of time and effort dedicated by the Council Member should reflect their commitment to leadership and the needs of the community, inspiring active participation and engagement.
 3. The Council Member will be provided with a workstation, as an option, to carry out their political duties and responsibilities.
 4. Given that leadership roles require a 24/7 commitment, there will be no designated leave time for Council Members. Remuneration will continue at the rate specified in this agreement, allowing Council Members to take time off as needed while fulfilling their responsibilities.

REMUNERATION

5. The Council Member will receive annual remuneration in the amount of eighty-three thousand, two hundred and ninety-six dollars and forty-six cents (\$83,296.46), less the Quebec Parental Insurance Plan (QPIP) deductions.
6. This rate may be adjusted from time to time based on a Council approved rate adjustment and/or a Council approved Consumer Price Index (CPI) adjustment.
7. Remuneration payments shall be made on a bi-weekly basis throughout the 2024-2027 political term of office unless the Council member is suspended or terminated prior to the swearing-in of the next Council.

EXPENSES

8. The Council Member is entitled to reimbursement for all reasonable and necessary expenses incurred in connection to the performance of his/her duties, if verification of the nature and amount of such expenses is provided in a timely manner, consistent with the provisions of the Akwesasne Financial Administration Law.
9. The Council Member will be provided with a mobile device to assist with performing his/her duties and responsibilities and is required to sign the Mobile Telecommunications Device Usage Agreement. MCA will pay the monthly charges associated with the business use of the Mobile Telecommunications Device. Payment for any personal use is the responsibility of the Council Member and will be made via bi-weekly remuneration deductions.
10. The Council Member may possess MCA assets throughout the duration of this agreement. Such assets are to be maintained in the manner in which they were received. Any loss, damage, or theft of MCA assets is to be reported to the appropriate MCA program. MCA assets may include, but are not limited to mobile devices, computer systems, vehicles, facility keys, and security codes. Upon termination or completion of this agreement, the Council Member is to return all assets received.
11. Use of an MCA credit card is optional. If a credit card is issued, MCA will pay the monthly charges directly associated with appropriate business use, provided that a receipt for each charge is turned in by the Council Member. Any charge made to the credit card that is not directly related to Council

business will result in forfeiture of the credit card and the full amount of the charge will be recovered by Finance through a remuneration deduction.

12. The Council Member agrees to the continuation or commencement of non-statutory remuneration deductions such as MCA housing loan payments, Akwesasne Child Care Program payments, and any other authorized deduction.

OPTIONAL INSURANCE & PENSION

13. The Council Member has the option to choose from the following options at the beginning of the political term of office. Participation in these options is entirely voluntary; the Council Member may choose all, some, or none, based on their preference. The choices indicated in this agreement are not subject to change throughout the political term:

- a) Group Insurance Yes No

This insurance acts as payroll protection in the event of illness.

- b) Pension Plan Yes No

The Pension Plan offers a maximum matched contribution of 9% of wages and can be withdrawn from Westlife. Please note that the Pension Plan does not provide a payout at the end of each term.

- c) Chiefs Bridging Fund Yes No

This fund offers three options as detailed in MCR 2010-2011 #180. The Chiefs Bridging Fund is designed to be paid out at the end of each term and serves as a savings account in lieu of receiving unemployment insurance.

NOTE: The options to ‘opt in’ or ‘opt out’ of the MCA group insurance and pension plan are provided to the Council Member in line with standard practices for government officials.

NON-EMPLOYEE STATUS

14. Council Members acknowledge that they are not engaged as employees. This agreement does not establish and shall not be interpreted as creating a partnership, joint venture, principal/agent, or employment relationship between the parties.

TERMINATION

15 This agreement shall be terminated immediately upon any of the following events occurring:

- a) the Council Member resigns from Council;
- b) the Council Member is removed from Council pursuant to the *Akwesasne Election Law*; or
- c) the Council Member is convicted for breach of the *Ethical Conduct Law for the Mohawk Council of Akwesasne*
- d) the Council Member dies.

SUSPENSION

16 The Council may, by resolution, suspend the operation of this agreement and the associated remuneration if an investigation is initiated regarding a complaint against the Council Member for an alleged violation of the Ethical Conduct Law for the Mohawk Council of Akwesasne.

- 17 The Council will provide the Council Member with a five (5) calendar day written notice prior to any suspension.
- 18 A suspension will remain in place until the investigation of the complaint against the Council Member is completed and a determination is made by the *Akwesasne Tekaiia'torehthà:ke Kaianerénhsera (Akwesasne Court Law)* regarding the findings related to the alleged violation of the Ethical Conduct Law for the Mohawk Council of Akwesasne.
- 19 If the Council Member is found innocent of all allegations that resulted in a suspension, the Council Member will be re-instated by way of resolution by Council and reimbursed the amount of remuneration owed to him/her as a result of the suspension.
- 20 If the Council Member is found to have violated the *Ethical Conduct Law for the Mohawk Council of Akwesasne*, please refer to section 15(d) of this agreement for further details.

CONFIDENTIALITY

- 21 No Council Member, either during or after his/her political term of office, shall divulge, convey or assist, coerce or influence, the divulging to others to use for themselves or others, any information, knowledge, data, or property relating to the affairs of Council, which is obtained in any manner by the Council Member or others during the Council Member's term on Council.

NOTE: This section does not apply to published material properly in the public domain or material that Council has by resolution agreed to make available to members of Akwesasne or to the general public.

SEVERABILITY

- 22 Should any provision of this agreement be deemed unenforceable by a court of competent jurisdiction, then that provision shall be deemed to be severable from this agreement and the remainder of the terms shall continue to be enforceable.

EFFECTIVE DATE

- 23 This agreement shall be effective on the date of the last signature and will continue until the swearing-in of the next Council of Chiefs, unless otherwise terminated in accordance with the provisions of this agreement.

GOVERNING LAW

- 24 This agreement shall be interpreted in accordance with the laws of the community of Akwesasne.
- 25 In the event of a dispute arising between either party concerning this agreement, such dispute will be referred to the Akwesasne Court for resolution.

RESPECTFUL CONDUCT

- 26 The Council Member agrees to uphold a standard of respect and professionalism in all interactions with external dignitaries, distinguished guests, external officials, MCA employees, fellow Council Members, and community members. This standard of conduct includes:

a) **Respectful Communication:** The Council Member will engage in respectful and constructive communication, avoiding any form of gossip, disparagement, or personal bias in discussions related to MCA operations, resolutions, or personnel.

b) **Fair Decision-Making:** The Council Member will make decisions based on merit and the best interests of the community, rather than personal biases or conflicts of interest. The Council Member will seek to ensure that all resolutions are evaluated impartially and that any disagreements are addressed through appropriate channels.

c) **Professionalism:** The Council Member is expected to uphold professionalism in all workplace interactions, promoting an atmosphere of mutual respect and collaboration. This includes refraining from bullying, discrimination, harassment (including sexual harassment), violence, or any behavior or language that diminishes the dignity of others or contributes to a hostile work environment.

27 This commitment to respectful behavior is vital for upholding the integrity of the Council and maintaining the community's trust. The Council Member recognizes that following these principles is a core part of their duties and responsibilities.

SIGNATURES

This agreement takes effect once all parties have signed it. The effective date will be the date on which the last party signs, as indicated by the date accompanying their signature.

Council Member

I, _____, (Council Member) for the Mohawk Council of Akwesasne, have read and fully understand the terms and conditions of this Political Service Agreement. I acknowledge that the terms and conditions set forth, together with the provisions contained in the *Akwesasne Election Law*; the *Oath of Office*; the *Ethical Conduct Law for the Mohawk Council of Akwesasne*; the *Council Meeting Procedure Regulations*; *Mohawk Council of Akwesasne Portfolio System Terms of Reference*; and the *Akwesasne Financial Administration Law* are fair, reasonable, and correctly set out the responsibilities and obligations for Council Members of the Mohawk Council of Akwesasne.

Date

Council Member

Date

Witness

Mohawk Council of Akwesasne

Date

Executive Director—Mohawk Council of Akwesasne

Date

Witness