



# Board of Directors Candidate Nomination Package: 2024

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## **Nomination Period**

**Opens:** Wednesday, February 28, 2024 at 9:00 a.m. EST.

**Closes:** Wednesday, April 24, 2024 at 5:00 p.m. EST.

## **Questions?**

Please contact:

Dawn Stallard, Executive Assistant

226-826-1516

Dear Prospective Board Candidate:

At Motor City Community Credit Union Limited, we value the dedication and commitment of our Members who choose to participate in our nomination and election process as a Board Candidate. We thank you for your interest in seeking nomination for our Board of Directors. Inside this package, you will find information that will clarify the qualification criteria for Candidates and expectations of Board members in their role of governing the Credit Union. You will also find everything that you need to complete the nomination process.

To assist those Members who are interested in considering candidacy, the Board appoints a Human Resources Committee each year. One of the functions of the Human Resources committee is to ensure Members are fully informed of the nomination process and the election process, as well as to consider the qualifications of Candidates in order to ensure there are enough Candidates to fill the vacancies.

If you decide to proceed with submitting an application for nomination as a Candidate, please complete and submit this application package along with the required documents, as outlined in the Candidate's Nomination Package. If you have any questions about the enclosed information, you may contact Dawn Stallard (see contact information on the cover page of this package).

Please note that applications must be received no earlier than Wednesday, February 28, 2024 and no later than 5:00 p.m. EST Wednesday, April 24, 2023.

Yours truly,

Stephane Boucher,  
Chair Human Resources Committee

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## Background Information

### Notice of Nomination Period

Pursuant to paragraph 7.12 (d) of the By-Laws of Motor City Community Credit Union Limited ("the Credit Union"), notice is hereby given that submissions for nominations for the position of Director of the Credit Union are being accepted, subject to the following:

There are four (4) vacancies on the Board of Directors to be filled. The Candidates with the four highest vote totals will each be elected for a three (3) year term.

In the event of a tie and to determine which Candidate or Candidates is not elected, or to determine which Candidate or Candidates is elected to a shorter term, there shall be a runoff election amongst only the Candidates involved in the tie.

In the event no election is necessary because the number of Candidates is equal to or less than the number of vacancies, and the vacancies are in relation to positions having a variety of terms, the terms shall be assigned by voluntary agreement among the nominees or, failing that, by chance in a manner determined by the Chair of the Board in his or her sole and absolute discretion.

### Nomination Period

Commencing at 9:00 a.m. on Wednesday, February 28, 2024, submissions for nominations for the four (4) positions to be filled on the Board of Directors will be accepted by the Chair of the Human Resources Committee. Nominations close at 5:00 p.m. on Wednesday April 24, 2024.

### Nomination Packages

Nomination packages may be obtained at the Corporate Office, at any Branch of the Credit Union or via MCCCUCU's website on or after Wednesday February 28, 2024. In order to be valid, Nomination Forms must be received no later than 5:00 p.m. on Wednesday April 24, 2024.

### Submission Instructions

Nomination Forms and all required attachments should be submitted by personal delivery to any Branch of the Credit Union, or sent by either prepaid ordinary mail or registered mail and addressed to:

Chair of Human Resources Committee  
c/o Motor City Community Credit Union Limited  
Corporate Office  
6701 Tecumseh Road East  
Windsor, ON  
N8T 1E8

In the event of an interruption of mail service, Nomination Forms and all required attachments must be submitted by personal delivery only.

### Candidate Interviews

As defined in Motor City's By-Laws, and the Board Governance policies, the Human

Resources committee of the Board plays an integral role in the process of reviewing nominated Candidates who meet the eligibility requirements. This committee is required to interview all qualifying applicants and to evaluate the experience, expertise and qualifications of the Candidate in relation to the specific Director selection criteria established by the Board from time to time.

Candidate interviews will be scheduled during May 13, 2024 to May 16, 2024.

Upon completion of the Candidate interviews, and based on the information contained both in the Candidates' applications and the results of the interviews, the Nominating committee will make a determination as to the qualified Candidates to fill the vacant positions.

### **Election**

Motor City Community Credit Union's elections will be conducted via electronic voting and in branch electronic voting beginning at 9:00 a.m. Friday, June 7, 2024 and ending at 5:00 p.m. Friday, June 21, 2024. There will be no nominations from the floor, nor will any voting for Directors take place at the Annual General Meeting. The election results will be tabulated and presented to the membership at the Annual General Meeting on Wednesday, June 26, 2024, and the successful Candidates will be declared elected. Note that a Director's term of office may have expired earlier than anticipated due to the Director's resignation or removal from the Board, or the Director's death.

Candidates' biographies will be available in branch and on the Credit Union's website.

Subject to the Act, a member elected as a Director shall take office at the close of the Annual General Meeting at which time he or she is declared to have been elected.

### **Campaigning Rules**

Formal campaigning by Candidates is prohibited. This does not preclude one-on-one discussions by a Candidate with a Member, but does prohibit formal dissemination of campaign materials including, without limitation, messaging via mass electronic distribution; advertising; rallies etc.

The following further defines what is prohibited:

- Communications with groups, including:
  1. The production and distribution of flyers or notices, whether in printed form or electronic;
  2. The creation of a website to promote any Candidate(s) on a mass basis; and
  3. Holding public forums;
- Physically positioning oneself on Credit Union premises to speak to those entering or attending at Branches;
- Campaign expenditures; or
- Activities that would reflect negatively on the professionalism of the Credit Union.

The Human Resources committee has the power to exercise such remedies, including the ability to invalidate a Nomination, as it determines are appropriate under the circumstances.

## **Qualifications & Disqualifications**

Motor City Community Credit Union Limited is governed by the Credit Unions and Caisses Populaires Act, 2020. The Act and the Credit Union's by-laws set out a series of qualifying and disqualifying criteria that all Directors must meet.

### **Qualifications:**

Directors of the Credit Union must meet the following minimum qualifications:

- Be a member of the Credit Union in full compliance with the minimum share requirements contained in section 2.03;
- Be eighteen (18) years of age or older;
- Be a Canadian citizen or a person lawfully admitted to Canada for permanent residency who is ordinarily a resident of Canada;
- Be a natural person;
- Not be disqualified under the Credit Unions and Caisses Populaires Act, 2020 as amended and proclaimed in 2022; and
- Have duly completed and submitted a current Nomination Form, together with all required attachments.

### **Disqualifications:**

- One who is the spouse, parent or child of an employee of the Credit Union.
- One who is an employee of the Credit Union, or who has been a former employee of the Credit Union in the two-year (2-year) period prior to the date of the election.
- One who, as of the date of the meeting at which he or she is a Candidate for election to the Board, has served as a Director of the Credit Union for not more than six (6) consecutive three-year terms since the Annual General Meeting of the credit union held on June 11, 2008.
- One who has not made the required written disclosure to the Board of his or her legal conflicts of interest in advance of the meeting, so that this disclosure may be shared with the Members before the election.
- One whose membership in any Credit Union has been terminated, other than voluntarily.
- One who has been found under the Substitute Decisions Act, 1992 or Mental Health Act to be incapable of managing property or who has been found to be incapable by a Court in Canada or elsewhere.
- One who is an undischarged bankrupt, or who has been discharged as a bankrupt in the five years preceding the date on which he or she may be elected as Director.
- One who is unable to obtain a bond of an insurer licensed under the Insurance Act to write surety and fidelity insurance.
- One who is more than 90 days in arrears in the payment of a debt owed to the Credit Union, unless the Credit Union has agreed to extend the time for repayment.
- One who is a listed person within the meaning of the United Nations Suppression of Terrorism Regulations under the United Nations Act (Canada).
- One who has been convicted, in the five years preceding the date on which he or she may be elected as a Director, of an offence outlined below and who has not received a pardon for the offence.
- One whose membership in a professional association has been terminated, in the five years preceding the date on which he or she may be elected as Director, for

professional misconduct.

- An employee of the Credit Union or a league in which the Credit Union is a member, or his or her spouse, parent or child.
- A professional advisor who provides services to the Credit Union in his or her professional capacity, or who has provided such services in the three years preceding the date on which he or she may be elected as a Director.
- An employee of the Financial Services Regulatory Authority of Ontario.
- A public servant employed under Part III of the Public Service of Ontario Act, 2006 whose employment duties include regulating Credit Unions.
- One who has not met the training requirements for directors established by the Credit Union.

### **Type of Offence:**

To disqualify a Candidate, the offence for which the Candidate has been convicted in the 5 years preceding the meeting date must be one that:

- 1) Is related to the qualifications, functions or duties of a director of a corporation;
- 2) Involves theft or fraud;
- 3) Involves a contravention or failure to comply with the Credit Unions and Caisses Populaires Act, 2020, a predecessor of that Act, or an Act governing a subsidiary of the Credit Union; or
- 4) Involves a contravention or failure to comply with the Securities Act.

### **Qualifications of Nominators**

Nominators of a Director of a Credit Union must meet the following minimum qualifications:

- Be a member of the Credit Union in full compliance with the minimum share requirements contained in section 2.03 of the MCCCUC By-laws (see pages 11-12 below).

### **Job-Description – Credit Union Director**

The Board of Directors is accountable to the general membership of the Credit Union for directing the affairs of the Credit Union.

### **Core Function**

The Board of Directors will be accountable to the general membership of the Credit Union for directing the affairs of the Credit Union. Objectives and policies that provide for the needs of Members and safeguard the assets of the Credit Union will be established.

### **Authority and Duties**

The Board of Directors is responsible for the strategic direction of the Credit Union. It will perform general duties to ensure that a viable direction is planned and will adhere to the specific duties and responsibilities for the Board and Board committees as set out in:

- 1) the Credit Unions and Caisses Populaires Act, 2020;
- 2) regulations to the Act;
- 3) directives of the Ministry of Finance;
- 4) FSRA's 2021-001 Sound Business & Financial Practices Rule;
- 5) the Credit Union's bylaws; and
- 6) the policy manual of the Credit Union.

The Board will be responsible for the following general duties:

- 7) Setting and monitoring the Credit Union's overall business objectives, by-laws and policies that provide for the needs of Members, safeguard the assets of the Credit Union and meet regulatory requirements.
- 8) Appointing, supervising and defining the duties and responsibilities of the Chief Executive Officer.
- 9) Reviewing management succession plans.
- 10) Reviewing human resources practices, policies and reports on the general competence and quality of staff.
- 11) Ensuring the recruitment, retention and development of qualified and competent individuals as employees of the Credit Union.
- 12) Encouraging an effective Board/management planning process which will promote the long-term viability of the Credit Union.
- 13) Directing the democratic process of the Credit Union, including, without limitation, the election of Directors and the matter of Board succession.
- 14) Delegating to committees of the Board and receiving reports from those committees.
- 15) Responding or causing responses to inquiries, requests or demands from regulatory agencies, auditors, Members or other stakeholders.
- 16) Ensuring regular and efficient communication with Members.
- 17) Ensuring that any major variances to budget are identified and that appropriate corrective measures are implemented.
- 18) Ensuring that staff and/or volunteers charged with carrying out policy and managing investments have necessary training and experience.

The Board will set its overall plan for the Credit Union according to the following four areas:

### **Function I – Planning**

- Defining roles and missions - determining the character of the Credit Union and scope of work to be performed.
- Forecasting - estimating the future.
- Setting objectives - determining results to be achieved.
- Programming - establishing a plan of action to follow to reach objectives.
- Scheduling - establishing time requirements for objectives and programs.
- Budgeting - determining the financial requirements of the Credit Union to achieve its objectives.
- Policy making - establishing rules, regulations or predetermined decisions as guidelines for standards and operations.

### **Function II – Organizing**

Classifying and dividing the work into manageable units.

- Structuring - delegating the work to committees for effective and efficient production.
- Integrating - establishing the conditions for effective teamwork.

### **Function III – Directing and Leading**

Bringing about the human activity required to accomplish objectives.

- Assigning - charging committees, management or individual Directors with job responsibilities or specific tasks to be performed.
- Motivating - influencing people to perform in a desired manner.



- Communicating - achieving an effective flow of ideas and information in all desired directions.
- Coordinating - achieving harmony of group effort toward the accomplishment of individual and group objectives.

#### **Function IV – Controlling**

Assuring effective accomplishment of objectives.

- Establishing standards - devising a gauge for performance, and measuring results in terms of meeting objectives.
- Measuring performance - assessing actual versus planned performance.
- Taking corrective action - bringing about performance improvement towards objectives.

#### **Meetings/ Time Commitment**

Board meetings are typically held during the last week of every other month in the evenings. It is expected that, in addition to the actual time spent at a Board or Committee meeting, a Director will fully review all material (e.g. Board materials, Committee agendas and supporting material) provided prior to attending each meeting. Materials for all Board and Committee meetings are distributed by electronic format generally 1 week prior to the scheduled meeting. Directors are expected to be able to receive, print and communicate via electronic means. While the amount of time required for this task will vary for each individual, it is not unusual for a Director to spend approximately 3 to 6 hours preparing for a Board or for some Committee meetings.

While travel time to and from meetings will vary with each Director, it is another factor to be considered.

From time to time, there may be special Board meetings. The annual Board/Management Planning Session usually involves one weekend. The Committees meet as required and the Audit committee meets at least quarterly.

While occasional conference calls are held to deal with special issues between regularly scheduled meetings, for the most part Directors are expected to attend meetings in person. Under exceptional circumstances the Chair may allow participation in a meeting via telephone conference.

#### **Education**

Motor City Community Credit Union Limited considers training and development programs for our Directors extremely important to assist them in understanding the roles and responsibilities of being a Director of our Credit Union. In 2012 the Deposit Insurance Corporation of Ontario (DICO) now known as Financial Services Regulatory Authority of Ontario (FSRA) set out minimum expectations for individual Director competencies which will require various programs be completed within certain time frames.

#### **Minimum Director Competency Requirements and Time Frames:**

All Directors elected or appointed on or after July 1, 2012 are required to achieve the minimum competency requirements within the specified time frames set out in Table 1 below. A competency level of ES is equivalent to an Exceeds Standards rating as defined

on page 23 under the assessment.

Competency	All Directors	Audit Committee	Audit Committee Chair	Board Chair	Governance Committee
Competency Level					
<u>1. Audit and Compliance Oversight</u>	ES	ES	EP	ES	ES
<u>2. Board and CEO Performance</u>	ES	ES	ES	ES	ES
<u>3. Credit union operations</u>	ES	ES	ES	ES	ES
<u>4. Financial Literacy</u>	ES	ES	ES	ES	ES
<u>5. Governance and Ethics</u>	ES	ES	ES	ES	ES
<u>6. Leadership</u>	ES	ES	EP	EP	ES
<u>7. Regulatory Environment</u>	ES	ES	ES	ES	ES
<u>8. Risk Management Oversight</u>	ES	ES	ES	ES	ES
<u>9. Strategic Planning</u>	ES	ES	ES	EP	ES
Time Frames to Achieve Competency Level Within date of Election or Appointment					
	24 months	12 months	6 months	6 months	6 months

In addition, other in-house training sessions may be developed for which attendance is expected. Each Committee may hold educational sessions during their scheduled meetings. The Board allocates funds annually for training and development purposes, and it is incumbent on each Director to consider additional opportunities for development wherever possible.

### Remuneration

Directors are paid a per diem for meetings in recognition of the significance of the accountabilities and responsibilities associated with governing the Credit Union, and in recognition of the time required for Directors to fulfill their responsibilities. These payments are taxable as personal income. Reasonable expenses are reimbursed as per Board policy.

### Related Motor City Community Credit Union By-Laws

#### 2.03

- a) No person shall become a member of the Credit Union until that person has fully paid for at least two (2) five dollar (\$5.00) membership Shares of the Credit Union.
- b) Subject to paragraph (c) hereof, every member of the Credit Union who is an entity, or who is an individual over the age of eighteen (18) years, shall acquire, immediately upon the creation of the Credit Union by amalgamation and

otherwise within ten (10) years after the latest of:

- a. his or her acceptance into membership in the Credit Union;
  - b. if an individual, his or her attaining the age of eighteen (18) years; or
  - c. his or her ceasing to qualify under paragraph (c) hereof; and at a rate of at least two (2) such membership Shares in each year, twenty (20) five-dollar (\$5.00) membership Shares of the Credit Union.
- c) Every member who is an individual who has attained the age of eighteen (18) years of age but has not yet attained the age of twenty-four (24) years, and who also maintains the status of full-time student at a recognized post-secondary educational institution, shall not be required to comply with paragraph (b) hereof.
- d) Every member shall maintain ownership of at least the required minimum number of membership Shares in order to keep his, her or its voting rights.
- e) Any member of the Credit Union may also hold, in his, her or its discretion, additional membership Shares, provided that the total number of discretionary membership Shares held pursuant to this paragraph 2.03(e) does not exceed two hundred (200) such Shares.

#### **4.02**

Only a natural person who:

- a) is a member of the Credit Union in full compliance with the minimum membership share requirements contained in section 2.03 hereof;
- b) is at least eighteen years of age;
- c) is a Canadian citizen or a person lawfully admitted to Canada for permanent residency and ordinarily resident in Canada;
- d) has then served as a Director of the Credit union for not more than six (6) three-year (3 year) terms since the Annual General Meeting of the Credit Union held on June 11th, 2008;
- e) is not the spouse, parent or child of any employee of the Credit Union;
- f) is not disqualified under the Act;
- g) has disclosed to the Board, in a timely fashion before the election in which the natural person is a candidate is held, everything he or she is required by the Act to disclose as a candidate for Director of a Credit Union, and
- h) has duly completed and delivered to the Human Resources Committee a written application for nomination in the form prescribed by the Human Resources Committee from time to time, within the time period prescribed by the Human Resources Committee;
- i) if a former employee of the Credit Union, has not been employed by the Credit Union in the two-year (2-year) period prior to the date of the election in which he or she is a candidate;

is eligible to be a Director of the Credit Union.

#### **4.03**

- a) Subject to the Act, a member elected as a Director shall take office at the close of the membership meeting at which he or she is declared to have been elected.
- b) Except where an election is held to fill the unexpired portion of a Director's term or as otherwise specifically provided in this section, Directors shall be elected or acclaimed for terms of three (3) years, or until their successors in office are elected or appointed.
- c) if, in an election, terms of office of varying lengths are to be filled, the nominees

obtaining the greater number of votes shall be declared to be elected to the longer terms of office available.

- d) If, in an election, a tie needs to be broken to determine which of two or more candidates is elected to the Board and which of those candidates is not so elected, or to determine which of two or more candidates is elected to a three-year (3-year) term and which of those candidates is elected to a term which is shorter than three (3) years, there shall be a run-off election involving only the tied candidates. If the run-off election is not successful in breaking the tie, the tie shall be broken by chance in a manner determined by the Chair of the Board in his or her sole and absolute discretion.
- e) If, in the case of an acclamation of all nominees, terms of office of varying lengths are to be filled, the terms shall be assigned by voluntary agreement among the nominees or, failing that, by chance in a manner determined by the Chair of the Board in his or her sole and absolute discretion.

## **7.10**

- a) Nominations of qualified members for election to any office to be filled by election at an annual meeting of the members of the Credit Union shall be made by filing the form prescribed by the Board for such nominations, in writing, with the Chair of the Human Resources committee in care of the Credit Union, prior to the Credit Union's close of business on the day which is nine (9) weeks prior to the Credit Union's Annual General Meeting. All nominations must be sponsored in writing by at least two (2) members of the Credit Union in full compliance with the minimum membership share requirements contained in section 2.03 hereof, and also accepted by the nominee in writing. The prescribed form shall be available at all offices of the Credit Union after the date which is one (1) month before the end of the Credit Union's fiscal year end.
- b) All nominees will agree, in writing, to do the following if elected:
  - i. familiarize themselves with the Act, and read and understand the director and committee member liability and disclosure provisions thereof;
  - ii. read and understand the By-laws of the Credit Union;
  - iii. read and understand any pertinent literature reasonably prescribed from time to time by the Board for directors and committee members; and
  - iv. register in an educational training program as prescribed by the Credit Union's policy in this regard, and complete the program during their first three-year (3-year) term.
- c) Notice of forthcoming vacancies shall be posted in the registered office of the Credit Union on the first day of the month immediately following the fiscal year-end of the Credit Union.

## **Related Credit Union and Caisse Populaires Act, 2020 sections:**

### **Conflicts of interest**

### **Disclosure of Interest**

#### **111**

- 1) This section applies to every Director, Officer, member of a committee or employee of a Credit Union who,
  - a) is a party to a material contract or proposed material contract with the Credit Union;

- b) is a Director or an Officer of an entity that is a party to a material contract or proposed material contract with the Credit Union;
- c) has a material interest in a person who is a party to a material contract or proposed material contract with the Credit Union; or
- d) is a spouse, parent or child of an individual who is a party to a material contract or proposed material contract with the Credit Union.

### **Same**

- 2) The Director, Officer, committee member or employee shall disclose, in writing, to the Credit Union or ask to have the nature and extent of that person's interest entered in the minutes of Board meetings.

### **Time of disclosure, Director**

- 3) A Director shall make the disclosure,
  - a) at the Board meeting at which a proposed contract is first considered;
  - b) if the Director was not then interested in a proposed contract, at the first meeting after the Director becomes so interested;
  - c) if the Director becomes interested after a contract is made, at the first meeting after the Director becomes so interested; or
  - d) if a person who is interested in a contract later becomes a Director, at the first meeting after that person becomes a Director.

### **Same, officer or committee member**

- 4) An Officer, committee member or employee shall make the disclosure,
  - a) promptly after the Officer, committee member or employee becomes aware that a proposed contract has been considered at a Board meeting;
  - b) if the Officer, committee member or employee becomes interested after a contract is made, promptly after becoming so interested; or
  - c) if a person who is interested in a contract later becomes an Officer, committee member or employee, promptly after becoming an Officer, committee member or employee.

### **Same, no Board approval**

- 5) If a material contract or proposed material contract is one that, in the ordinary course of business of the Credit Union, would not require approval by the Board or the members, the Director, Officer, committee member or employee shall make the disclosure promptly after becoming aware of the contract or proposed contract.

### **Continuing disclosure**

- 6) A general notice to the Board by a Director, Officer, committee member or employee declaring that the Director, Officer, committee member or employee is a Director or Officer of an entity, or has a material interest in a person, and is to be regarded as interested in any contract made with that entity or person, is sufficient disclosure of an interest in relation to any contract so made.

### **Voting 112**

- 1) A Director to whom section 111 applies shall not be present at any meeting while

the contract is being discussed or vote on, or attempt to influence the voting on, any resolution to approve the contract.

### **Exception**

- 2) Subsection (1) does not apply if the contract is,
  - a) an arrangement by way of security for money lent to or obligations undertaken by the Director for the benefit of the Credit Union or a subsidiary of it;
  - b) a contract relating primarily to the Director's remuneration as a Director or as a member of a committee or an Officer, employee or agent of the Credit Union or a subsidiary of it or an entity controlled by it;
  - c) a contract for indemnity under section 123 or for insurance under section 122; or
  - d) a contract with a subsidiary of the Credit Union.

### **Ineligibility**

- 3) A Director who knowingly contravenes subsection (1) ceases to hold office as a Director and is not eligible, for a period of five years after the date on which the contravention occurred, for election or appointment as a Director of any financial institution that is incorporated or formed by or under an Act of the Province of Ontario.

### **Avoidance standards**

#### **113**

- 1) If a Director, Officer, committee member or employee made a required disclosure in respect of a contract referred to in subsection 111 (1), the contract was approved by the Board or by the members of the Credit Union and the contract was reasonable and fair to the Credit Union at the time it was approved, the contract is neither void nor voidable by reason only,
  - a) of the relationship between the person or entity and the Director, Officer, committee member or employee; or
  - b) that an interested Director is present at or is counted to determine the presence of a quorum at the Board meeting that authorized the contract.

### **Application to Court**

- 2) If a Director, Officer, committee member or employee of a Credit Union fails to disclose an interest in a material contract in accordance with section 111, a court may, on the application of the Credit Union or a member of the Credit Union, set aside the contract on such conditions as the court thinks fit.

### **Prohibition re acting for credit union**

#### **114**

- 1) This section applies with respect to a person who is a Director of a Credit Union or a member of a committee.

### **Same**

- 2) The person or a partnership or corporation from which the person receives compensation shall not act, for compensation, in a professional capacity in respect of business matters related to the Credit Union.

**Prohibition re acting as trustee**

**115**

An Officer or employee of a Credit Union shall not act as a trustee with respect to a deposit with the Credit Union or any other business or transaction with the Credit Union unless the beneficiary is a related person of the Officer or employee.

## Application for Nomination Required Documents

### Candidate Checklist

CANDIDATE'S CHECKLIST	COMPLETE
1) Read the <b>BACKGROUND INFORMATION</b> , in particular the job description, qualifications and disqualifications, for the position of Director and Nominator – see pages 4 – 16	<input type="checkbox"/>
2) Completed the <b>NOMINATORS FORM</b> – see page 19 – 20	<input type="checkbox"/>
3) Completed the <b>CANDIDATE ACKNOWLEDGE AND ACCEPTANCE FORM</b> - see page 21 – 22	<input type="checkbox"/>
4) Completed the <b>CANDIDATE EXPERTISE/EXPERIENCE FORM</b> – see pages 23 – 24	<input type="checkbox"/>
5) Completed the <b>DECLARATION OF ECONOMIC INTEREST FORM</b> – see pages 25 – 28	<input type="checkbox"/>
6) Completed <b>REQUIREMENTS TO DISCLOSE FORM</b> – see page 29	<input type="checkbox"/>
7) Completed <b>ACKNOWLEDGEMENT AND CONSENT FORM</b> Re: Consumer Report and Other Investigation – see pages 30 – 31	<input type="checkbox"/>
8) Completed <b>BONDING APPLICATION FORM</b> – see pages 32 – 35	<input type="checkbox"/>
9) Attached a <b>STATEMENT OF INTEREST, not exceeding 100 words</b> – see page 22 for what is required	<input type="checkbox"/>
10) Attached a <b>WRITTEN STATEMENT, not exceeding 25 words</b> – see page 22 for what is required	<input type="checkbox"/>
11) Attached a <b>RESUME</b> – see page 22 for what is required	<input type="checkbox"/>
12) Enclosed a <b>PHOTOGRAPH</b> – see requirements on page 22	<input type="checkbox"/>

Return the completed Nomination Form in a sealed envelope addressed to the Chair of the Human Resources Committee, at the Corporate Office or any Branch of the Credit Union, before 5:00 p.m. on Wednesday, April 24, 2024.

**Note:** It is the Candidate's responsibility to make sure that the Nomination Form is



completed, that all required attachments are submitted with it, and that all information is legible. An incomplete or illegible Nomination Form or missing or illegible attachments could result in disqualification.

**Return completed Nomination Form, Bonding Application & Declaration of Conflict of Interest to:**

Chair of Human Resources Committee  
 c/o Motor City Community Credit Union Limited  
 Corporate Office  
 6701 Tecumseh Road East  
 Windsor, ON  
 N8T 1E8

Or

To the Attention of the Chair of Human Resources Committee at any Branch of the Credit Union

**(To be submitted as cover page of Application for Nomination)**

Candidate Name			
Address			
City/Postal Code			
Phone	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; text-align: center;">(Res)</td> <td style="width: 50%; text-align: center;">(Bus)</td> </tr> </table>	(Res)	(Bus)
(Res)	(Bus)		
Email			
MCCCU Membership #			

**Nominators Form**

As Members of Motor City Community Credit Union, we nominate \_\_\_\_\_ for election to the Board of Directors. As Nominators we meet all of the qualifications outlined in page six (6) – Background Information.

Nominators (2):

**Nominator #1**

Legal Name

---

Address

---

City/Postal Code

---

Email

Phone

Signature

Date

---



---

**Nominator #2**

Legal Name

---

Address

---

City/Postal Code

---

Email

Phone

Signature

Date

---



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## Candidate Acknowledgement and Acceptance Form

The undersigned hereby applies to be nominated as a Candidate for election to the Board of Directors of Motor City Community Credit Union Limited.

### I do solemnly undertake to:

- a) stand for election, and, if elected, to serve as a Director;
- b) observe the provisions of the Credit Unions and Caisses Populaires Act, 2020 (the "Act"), as applicable, including the provisions of disqualified individuals as outlined in Section 84 of the Act. (The Act is accessible at <https://www.ontario.ca/laws/statute/20c36>;
- c) comply with the Director's Code of Conduct and the Duties and Obligations of Directors, including without limitation, the Conflict of Interest Guidelines adopted by the Board from time to time;
- d) provide full financial disclosure to the Credit Union, as required by the Board from time to time;
- e) consent to the disclosure of credit and/or personal information to or from any credit-reporting agency;
- f) observe all the Credit Union's By-Laws, and the rules relating to the elections and the conduct thereof; and
- g) resign from the Board in the event the Board has determined that as a Director, I have ceased to meet the eligibility requirements, as set out in the Credit Union's By-Laws or Section 84 of the Act.

I further understand that, in order to be eligible for consideration for Nomination, this Application must be completed as required; submitted as referenced in the Notice of Nomination; and be accompanied by the following documents,

- 1) A completed **NOMINATORS FORM** as found on pages 19 – 20;
- 2) A completed **CANDIDATE ACKNOWLEDGE AND ACCEPTANCE FORM** – see page 21 – 22;
- 3) A completed **CANDIDATE EXPETISE/EXPERIENCE FORM** – see pages 23 – 24
- 4) A completed **DECLARATION OF ECONOMIC INTEREST FORM** by a Restricted Party and/or Related Party of Motor City Community Credit Union Limited found on pages 25 – 28;
- 5) A completed **REQUIREMENTS TO DISCLOSE FORM** found on page 29;
- 6) A completed **ACKNOWLEDGEMENT AND CONSENT FORM** Re: Consumer Report and other investigations found on pages 30 – 31;
- 7) A completed **BONDING APPLICATION FORM**, found on pages 32-35, which is to be witnessed. This will be signed by a Credit Union Authorized Signing Officer and forwarded to the bonding company on your behalf;
- 8) A written **STATEMENT OF INTEREST**, not exceeding 100 words, which:
  - a. provides the Membership with enough information about the Candidate from a personal and professional perspective to help them understand the skills and expertise the Candidate would bring to the Board;
  - b. outlines the Candidate's reasons for seeking election to the Board of the Credit Union; and
  - c. explains why Members should vote for this Candidate.

This Statement will be published by Motor City Community Credit Union Limited as

received, and will be used to inform the Membership about the Candidate in its election materials;

NOTE: Submissions in excess of the required number of words (100 words) will result in disqualification of the candidate's Nomination Package.

9) A short WRITTEN **STATEMENT**, not exceeding 25 words, providing a brief overview of the Candidate, which shall be posted on the electronic ballot;

NOTE: Submissions in excess of the required number of words (25 words) will result in disqualification of the candidate's Nomination Package.

10) A **RESUME** which includes disclosures outlining the following:

- a. Experience, expertise and qualifications of the Candidate;
- b. Candidate's involvement in community activities;
- c. Candidate's past and present service as a Director of a Board;
- d. Any formal Director education/training accreditations; and
- e. Candidate's professional, community or other affiliations or memberships;

11) A recent PHOTOGRAPH of the Candidate (preferably digital) reflecting an image that is a head shot showing head and upper body. The photo must meet the following specifications:

- Even lighting with a clear, neutral background; and
- be taken in colour.

Reasonable costs of this photograph will be reimbursed by the Credit Union.

Having signed this Application for Nomination the Candidate consents to Motor City Community Credit Union Limited reviewing any of the Candidate's financial information on file at the Credit Union, and consents to Motor City Community Credit Union Limited conducting a background, credit and criminal record check on his/her behalf for the purpose of determining eligibility of the proposed Candidate for election to the Board.

Candidates should be aware that campaigning is not permitted by the Board.

DATED AT \_\_\_\_\_, ONTARIO, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ <year> \_\_\_\_\_.

Candidate's Signature: \_\_\_\_\_

### Candidate Expertise/Experience Assessment Form

Motor City is committed to the principle of a high quality Board of Directors, and expects that each Director brings to the Board a certain level of knowledge and experience, demonstrates certain key attributes and adheres to certain principles. The following self-assessment will assist the Human Resources Committee in determining the degree of expertise that you bring as a Candidate.

Please indicate your level of expertise/experience in the following table by indicating:

<b>EP</b> Expert Proficiency	<b>ES</b> Exceeds Standards	<b>MS</b> Meets Standards	<b>DNMS</b> Does Not Meet Standards	<b>N/A</b> No relevant experience
------------------------------------	-----------------------------------	------------------------------	---	---

To assist you in answering please refer to the following definitions:

TERM	DEFINITION
<b>Expert Proficiency</b>	Is capable of teaching the material and/or providing coaching to someone else performing these duties. Developed through significant experience in the area and/or formal education.
<b>Exceeds Standards</b>	Performs these duties in a significant capacity in a setting other than this organization's Board. This could be in a paid capacity and/or as part of volunteer duties and/or from past work/volunteer experience. It could also be a result of significant education in the area such as a Master Degree or Professional Designation.
<b>Meets Standards</b>	Able to engage with material, understand what is being presented, and ask meaningful questions.
<b>Does Not Meet Standards</b>	Is not familiar with, or is new to the material
<b>N/A</b>	You have no familiarity with the topic or area

**Please Note:** If you are elected to the Board, you will be expected to complete a more comprehensive self-assessment of specific competencies within 3 months of election. This assessment is used to help determine your training and self-development needs in order to fulfill the Director training and qualifications requirements as established by the Credit Union.

**Candidate Expertise/Experience Assessment Form (Continued)**

COMPETENCY/AREA	RATING
1) <b>Audit and Compliance</b> Performance and regulatory standards; examination & auditing procedures	
2) <b>Board &amp; CEO Performance</b> Setting and evaluating criteria and standards of performance of the Board, Directors and the CEO	
3) <b>Credit Union Operations</b> Cooperative business model; key components of operations (people, physical and technical infrastructure), operational risks	
4) <b>Financial Literacy/expertise</b> Reading and interpreting financial statements and financial performance indicators	
5) <b>Governance and Ethics</b> Board roles and responsibilities; structure; decision making powers; Board policies and process; Committees (mandates; structure; process)	
6) <b>Leadership</b> Leadership traits; skills and effective professional and personal attributes	
7) <b>Regulatory environment with respect to financial services &amp; Credit Union sector</b> Governing legislation and guidance; regulatory bodies/organizations	
8) <b>Risk Management Oversight; Enterprise Risk Management</b> Financial and operational risks; risk management and monitoring	
9) <b>Strategic Planning</b> Strategic planning concepts; process; importance of clear strategic direction; monitoring of strategic plan implementation	
<i>Other (optional) competencies (added as per credit union's discretion and needs):</i>	
10) <i>Information Technology</i> <i>Hardware; software; networking; banking systems; databases; web-enabled services</i>	
11) <i>Partnering/Mergers and Acquisitions</i> <i>Merger strategies; issues, benefits and challenges</i>	
12) <i>Executive Recruiting &amp; Human Resource Management</i> <i>Recruitment; hiring criteria and practices; performance evaluation</i>	
13) <i>Other competencies; areas of expertise</i>	

## Declaration Of Economic Interests By A Restricted Party And/Or Related Party Of Motor City Community Credit Union (“Motor City”) Form

Name: \_\_\_\_\_

Position with Motor City: Board of Directors Candidate

### Definitions

#### **Restricted Party (RP):**

A person or entity is “restricted” in relation to Motor City if they are or have been within the last 12 months:

- A. a Director or Officer of Motor City;
- B. a spouse of a Director or officer of Motor City;
- C. a relative of a person described in [A] or [B] above, if the relative lives in the home of the above and is financially dependent on the person described in [A] or [B];
- D. a corporation/partnership in which a person described in [A] beneficially owns, directly or indirectly, more than 10% of the voting shares; or
- E. a corporation/partnership controlled by a person described in {[A] [B] [C] or [D] above

*Relative: Means a relative by blood, marriage or adoption.*

#### **Connected Persons (CP):**

- 1) In relation to a Member, another person or entity is a “connected person”, if he or she or it is one of the following:
  - a. a corporation in which the Member holds or beneficially owns, directly or indirectly, at least 35 per cent of the voting securities,
  - b. an affiliate\* of a corporation described in [A],
  - c. a person or entity that has a 50 per cent interest in a partnership in which the Member also has a 50 per cent interest,
  - d. a partnership in which the Member is a partner,
  - e. a trust or estate in which the Member has a substantial beneficial interest,
  - f. a trust or estate in respect of which the Member serves as a trustee or in a similar capacity,
  - g. a person or entity on whose financial resources the Member depends to repay a loan to the Credit Union,
  - h. a person or entity who provides security to the Credit Union for a loan to the party.

\* “affiliate”: One body corporate is affiliated with another body corporate if one of them is the subsidiary of the other, or both are subsidiaries of the same body corporate, or each of them is controlled by the same person.

- 2) In relation to a Member who is an individual, another individual is a connected person of the Member if that other individual is one of the following:
  - a. a spouse of the Member who is financially dependent on the Member,
  - b. a relative of the Member or of the Member's spouse who lives in the same home as the Member and who is financially dependent on the Member or the Member's spouse.

**Conflict of Interest:**

Applies when a Director or Officer is/has:

- A. a party to a material contract or proposed material contract with the Credit Union;
- B. a Director or officer of an entity that is a party to a material contract or proposed contract with the Credit Union;
- C. a material interest in a person who is a party to a material contact or proposed material contract with the Credit Union; or
- D. a spouse, parent or child of an individual who is a party to a material contract or proposed material contract with the Credit Union.

**Related Party (RLT.PTY):**

A person or entity is related to Motor City in connection with the preparation of its financial statements if:

- A. the person or a close member of that person's family has control or joint control over the Credit Union;
- B. the person or a close member of that person's family has significant influence over the Credit Union;
- C. the person or a close member of that person's family is a member of the key management personnel of the Credit Union (Executive Leadership team; Board of Directors and Officers of the Credit Union); or
- D. the entity (a corporation/partnership) is controlled or jointly controlled by a person identified in [A], [B], or [C].

*Close members of the family* of a person described in [A] [B] or [C] above are those family members who may be expected to influence, or be influenced by, that person in their dealings with the Credit Union and include:

- 1) that person's children and spouse or domestic partner;
- 2) children of that person's spouse or domestic partner; and
- 3) dependents of that person or that person's spouse or domestic partner

Parents and siblings are by virtue of their relationship expected to have influence or be influenced by the individual unless otherwise proven. Family members outside of the immediate family are normally not expected to influence or be influenced by the individual. Possible examples of where non-immediate family members would be considered under the definition of "close members of the family" include situations where they are dependents of the individual; live in the same household; or have strong financial ties.

*Control* is the power to govern the financial and operating policies of the Credit Union so as to obtain benefits from its activities.

*Joint control* is the contractually agreed sharing of control over an economic activity.

*Key management personnel* are those persons having authority and responsibility for planning, directing and controlling the activities of the Credit Union, directly or indirectly, including any Director of the Credit Union.

*Significant influence* is the power to participate in the financial and operating policy



decisions of an entity, but is not control over those policies. Significant influence may be gained by share ownership, statute or agreement.

**DECLARATIONS:**

Name of Spouse [RP & RLT.PTY]: \_\_\_\_\_

- 1) Is Spouse financially dependent on me? [CP] Yes\_\_\_ No\_\_\_
- 2) Names of Children and other Relatives financially dependent on me or my spouse and who live in my home [RP & CP]: Other "close family members" who are expected to influence or be influenced by me (whether or not they are financially dependent) [RLT.PTY]:
  - a. Names of children of self or spouse/domestic partner: \_\_\_\_\_
  - b. Names of dependents of self or spouse/domestic partner: \_\_\_\_\_
  - c. Names of other individuals who live in the same household as self: \_\_\_\_\_
  - d. Names of other individuals who have strong financial ties to self or spouse/domestic partner: \_\_\_\_\_
- 3) Names of corporations, whether or not they are Members of the Credit Union in which I beneficially own, directly or indirectly, more than 10 per cent of the voting shares, and the affiliates [CP] of said corporations: (state percentage) [>10=RP; >35=CP]: \_\_\_\_\_
- 4) Names of Corporations, Partnerships or Unincorporated Associations whether or not they are Members of the Credit Union, in which I beneficially own 50 per cent or greater of the voting shares and their subsidiaries: (state percentage [50% = joint control; >50% = control]) [RLT. PTY] \_\_\_\_\_
- 5) Names of corporations, whether or not they are Members of the Credit Union, in which I or any one of my spouse, children and other relatives named above own shares which carry more than 50 percent of the votes for the election of Directors: [RP] \_\_\_\_\_
- 6) Names of Corporations, Partnerships or Unincorporated Associations, whether or not they are Members of the Credit Union, in which any one of my spouse or close family members (identified above) own shares which carry 50 percent or greater of the voting shares and their subsidiaries: (state percentage [50% = joint control; >50 = control]) [RLT. PTY] \_\_\_\_\_
- 7) Names of corporations or unincorporated associations, whether or not they are Members of the Credit Union, for which I serve as a director or officer [CONFLICT]: \_\_\_\_\_

8) Names of partnerships, whether or not they are Members of the Credit Union, in which I am a partner: (state percentage interest and percentage interest of other partners) [CP]:

\_\_\_\_\_

9) Names of trusts or estates which are Members of the Credit Union and in which I have a substantial beneficial interest [CP]; [RLT PTY]:

\_\_\_\_\_

10) Names of trusts which are Members of the Credit Union and for which I act as trustee (including accounts on which I act as attorney for property) [CP]:

\_\_\_\_\_

11) Names of non-relative Members of the Credit Union for whom I have provided financial assistance, including a guarantee or co-signature for loans from the Credit Union [CP]:

**Acknowledgment:**

I hereby:

- acknowledge that this declaration is given for the purposes of assisting the Credit Union in complying with statutory and regulatory requirements relating to transactions with Restricted Parties [RP]; Connected Persons [CP], Conflicts of Interest [CONFLICT] and Related Parties (RLT PTY).
- understand that the questions will not necessarily elicit answers that will disclose all of my relatives who may be "restricted parties" under s. 92 of the Ontario Regulation 237/09 under the Credit Unions and Caisses Populaires Act, 2020, nor all of my relatives who may be related parties under IFRS – IAS 24 – Related parties; and undertake to disclose to the Board my connection to any relative who has a material contract or loan with the Credit Union as soon as I become aware of it. I warrant that the information provided herein is complete and accurate in all material respects as of the date it is given, and
- I undertake to bring to the attention of the Credit Union any subsequent information which would necessitate the completion of a new Declaration.

Any declaration I have made above to the effect that I am a Director or Officer of a Corporation/Partnership/Unincorporated Association, or have a material interest in a person, shall be regarded as a general notice to the Board of Directors that I am interested in any contract made with that entity or person by the Credit Union.

DATED AT \_\_\_\_\_, ONTARIO, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ <year> \_\_\_\_\_,

\_\_\_\_\_ Signature of Party

## Requirements To Disclose Form

The Credit Unions and Caisses Populaires Act, 2020 also requires Board Candidates to disclose if they are a party to a material contract or proposed material contract with the Credit Union. You must include the disclosure in your submission if you:

- Are a party to a material contract or proposed material contract with the Credit Union;
- Are a Director or an Officer of an entity that is a party to a material contract or proposed material contract with the Credit Union;
- Have a material interest in a person who is a party to a material contract or proposed material contract with the Credit Union; or
- Are a spouse, parent or child of an individual who is a party to a material contract or proposed material contract with the Credit Union.

Please provide details here if any of the above applies.

DATED AT \_\_\_\_\_, ONTARIO, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ <year> \_\_\_\_\_,

Signature

Name

\_\_\_\_\_

\_\_\_\_\_

Witness Signature

Name

\_\_\_\_\_

\_\_\_\_\_

## Acknowledgement And Consent Form Re: Consumer Report And Other Investigations

Applicant Surname \_\_\_\_\_

First Name \_\_\_\_\_

Street Address \_\_\_\_\_

City/Town \_\_\_\_\_

Postal Code \_\_\_\_\_

I acknowledge that it is reasonable and necessary for **MOTOR CITY COMMUNITY CREDIT UNION LIMITED** (the "CREDIT UNION") to make inquiries (both initially and on an ongoing basis) into and request reports concerning my educational, employment, credit, driving and/or criminal history in order to assess my initial and continuing suitability to serve as a Director of the CREDIT UNION, and ensure that information I have provided in my nomination package is accurate. **I understand and acknowledge that these investigations will be conducted by the CREDIT UNION or any agent or representative of the CREDIT UNION, and information may be obtained from financial institutions, police forces, current and former employers, consumer reporting agencies, insurance companies and/or business associates and all applicable government agencies.**

Therefore, at this time and until I specifically inform you to the contrary in writing, in compliance with all applicable human rights, consumer reporting and privacy legislation, I hereby authorize and direct you to release to the **CREDIT UNION or any agent or representative of the CREDIT UNION**, information that you have access to concerning my past or current employment, my education record, my credit history, my record of Criminal Code convictions for which a pardon has not been granted, including whether there are any Criminal Code charges pending, and/or any other information contained in your files relevant to my service as a Director of the CREDIT UNION.

I hereby declare that, to the best of my knowledge, the information I provided both orally and or with my nomination form is complete and accurate in every respect. I understand that a false statement may disqualify me from serving as a Director or result in my subsequent disqualification if I am elected as a Director of the CREDIT UNION. I understand that this consent will be valid for the duration of my service as a Director of the **CREDIT UNION**.

I understand and agree that if I am elected as a Director of the CREDIT UNION, as a Director of the **CREDIT UNION** I will be bound by the Code of Business Conduct. I must sign as a Director of the CREDIT UNION.

I understand I am providing this information for identification purposes to ensure the

accuracy of any reports obtained pursuant to this Acknowledgement and Consent.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

SIN: \_\_\_\_\_

DOB: \_\_\_\_\_

# Bonding Application Form

The Credit Union Bonding Program (TCUBP) – Fidelity Bond Application

**RESET FORM**

Internal Use – To be completed by credit union staff only		
Name of credit union	Criminal Record Check Completed <input type="checkbox"/> Yes <input type="checkbox"/> No	Criminal Record Check Clear <input type="checkbox"/> Yes <input type="checkbox"/> No
Individual Fidelity Bond Application for Board Member		
<p>Fidelity bonding is a firmly established business practice. The fidelity bond you are applying for, within its agreements, conditions, and limitations, guarantees that the credit union will not sustain a loss by reason of your dishonesty. It also serves notice that you meet the high standards required by the issuer of your bond. Compliance with the credit union's rules and faithful and honest discharge of the duties of your position will assure your ability to obtain a bond in any future Board Nomination.</p>		
Instructions for Applicant		
<p>1. Complete all questions fully and accurately, as all answers are material to this application. <b>PLEASE PRINT.</b>                  2. Return the completed application to the credit union.</p>		
First Name	Middle Name	Last Name
Date of Birth (Month / Day / Year)	Social Insurance Number	
Current Address		
Previous Address <small>(If less than 3 years at current address)</small>		
Position on Board	Start date on Board	
Instructions for the credit union		
<p><b><i>BEFORE SUBMITTING THIS APPLICATION</i></b> use the following checklist to ensure there are no delays in the processing.</p> <ul style="list-style-type: none"> <li>the applicant must provide a detailed explanation for answering "Yes" to any questions 1 - 11 below</li> <li>the applicant must <b><i>provide a detailed explanation</i></b> for any unfavourable items on their credit report such as collection items, R9, credit score under 600, judgements etc. (can use the empty section on page 2 or a separate page)</li> </ul> <p><b>TO ENSURE THAT ALL REQUIRED INFORMATION HAS BEEN INCLUDED PLEASE REVIEW THE APPLICATION IN FULL PRIOR TO SUBMITTING</b></p>		
Declarations		
<p>For the following questions, if you answer "Yes", <b><i>provide a full explanation on the following page.</i></b></p>		
	Yes	No
1. Has any application for a bond been declined by a surety company?	<input type="checkbox"/>	<input type="checkbox"/>
2. Has any person or surety company been compelled to pay a loss on your account?	<input type="checkbox"/>	<input type="checkbox"/>
3. Have you ever failed in your own business?	<input type="checkbox"/>	<input type="checkbox"/>
4. Have you ever voluntarily declared or petitioned into personal bankruptcy or consumer proposal?	<input type="checkbox"/>	<input type="checkbox"/>
5. Has any part of your salary ever been garnished?	<input type="checkbox"/>	<input type="checkbox"/>
6. Have you been found guilty of a Criminal Code of Canada offence either in Canada, for which you have NOT received an unrevoked pardon under the Criminal Code, the Food and Drug Act, or the Narcotic Control Act or similar laws? <small>(Example: Impaired Driving Conviction). If you have been found guilty of a criminal offence in another country, and that offense is considered similar to an offense under the Criminal Code of Canada, you must select 'yes' to this question.</small>	<input type="checkbox"/>	<input type="checkbox"/>
7. Have you accepted responsibility for a criminal offence in an "Alternative Measures" or other similar "Restorative Justice Program"?	<input type="checkbox"/>	<input type="checkbox"/>
8. Are you presently the subject of any civil action, or have you ever had a civil judgement rendered against you? (Are you being sued, have you been sued successfully, is there a judgment on your credit report etc.)	<input type="checkbox"/>	<input type="checkbox"/>
9. Have you been discharged, terminated, or asked to resign from any position of employment? <small>(does not include lay-off)</small>	<input type="checkbox"/>	<input type="checkbox"/>
10. Has it been determined by a court of law, quasi-judicial tribunal, or Board of Arbitration that you have committed a dishonest or fraudulent act of any kind?	<input type="checkbox"/>	<input type="checkbox"/>
11. Are you related to any individual currently employed by the credit union which has hired you? (i.e.: biologically, stepfamily, by marriage) If yes, what personal and working relationship do you have?	<input type="checkbox"/>	<input type="checkbox"/>

FBA\_BM - Sep 2020

Explanations for "Yes" Answers above

A large, empty rectangular area with a light blue gradient background, intended for providing explanations for "Yes" answers.

(FSA\_3M-Sep-202)

**Agreement of the Applicant**



**IT IS IMPORTANT THAT THE APPLICANT READ AND FULLY UNDERSTAND THE CONTENTS OF THE AGREEMENT HEREUNDER BEFORE SIGNING**

I hereby warrant that the foregoing statements are true and correct, and in consideration of CUMIS General Insurance Company, hereinafter called the Insurer becoming Insurer for me under this bond (the term "bond" shall include the bond herein applied for, every continuation or alteration thereof, and any new bond) in my present or any other position, I agree to unconditionally indemnify and save harmless the said insurer against all actions, proceedings, liabilities, damages, loss, cost and expense, including costs of realization and legal fees on a solicitor client basis, that it may sustain or become liable for by reason of dishonesty on my behalf.



**I ALSO UNDERSTAND AND AGREE THAT:**

- (a) In the event I am bonded, and it is later discovered by the Insurer that any of the answers given are untrue or inaccurate, the insurer may, at its sole option, terminate the bond.
- (b) Should my circumstances change such that any of the answers given on this application (questions 1 to 11) by me are no longer accurate or true, I shall immediately notify the insurer of such change and any failure to do so may result in termination of the bond, at the sole option of the Insurer.
- (c) In the event that I am bonded, I am bound by the terms and provisions of this Agreement.
- (d) The bond is automatically deemed terminated on the discovery of any dishonest act on my part whether or not such dishonest act is related to my term and results in any monetary loss to the entity requiring the bond, the Insurer or any other person or organization.
- (e) The Insurer, its agent or the entity requiring the bond, may collect such additional information about me as may be necessary to review and verify the information contained on this bond application. Information may be obtained from sources such as: financial institutions, police forces (federal, provincial, municipal and foreign), current and former employers, credit bureaus, insurance companies, business associates, provincial and federal government departments and foreign governments. The information furnished on this form will be used by the Insurer to determine your eligibility for a bond.
- (f) I may be requested by the Insurer to periodically complete and file an updated "Board Member's Application for Fidelity Bond" in substantially the same form as the one filed herewith, with such modifications as may be requested by the Insurer.

I further represent and warrant that I have not concealed or failed to disclose any facts which, if known to the Insurer, would cause the Insurer to decline the bond or which would make the Insurer's liability greater than would normally be expected and I understand and agree that if any such facts should become known to the Insurer, it may, at its option, terminate the bond.

Signature of Applicant 	Date (mm/dd/yyyy) 
---	---

CUMIS Services Inc. asks for your consent to collect, use, and disclose your personal information for the purposes of confirming your identity, underwriting your bond application for insurance, administering your bond coverage, including assessing claims, detecting, and preventing fraud, and performing business and statistical analyses. Your information may be disclosed to our service providers, both within and outside of Canada, for processing, storage, analysis, and disaster recovery purposes and may be subject to disclosure to those duly authorized under the laws of Canada and applicable foreign jurisdictions. Additional information about our collection, use, and disclosure of your personal information is available in our privacy policy. Our most recent privacy policy can be found at <https://www.cooperators.ca/en/PublicPages/Privacy.aspx>. If you have any questions regarding our privacy policies, please contact The Co-operators Privacy Officer: 130 Macdonell Street, Guelph, ON, N1H 6P8, Tel: 1-888-887- 7773. E-mail: [privacy@cooperators.ca](mailto:privacy@cooperators.ca) (please include The Co-operators company you deal with in your inquiry).

Signature of Applicant 	Date (mm/dd/yyyy) 
---	---

**PLEASE NOTE: PLEASE ENSURE ALL QUESTIONS ARE ANSWERED AND BOTH SECTIONS HAVE BEEN SIGNED BEFORE SUBMITTING. WE ARE UNABLE TO PROCESS INCOMPLETE APPLICATIONS.**

(FSA\_BI - Sep 2022)