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## PREAMBLE

The Member Nations assert our inherent right and sacred responsibility to care for the children and families within our territories.

We believe:



- o *Our children are gifts from the Creator to their families and our communities.*
- o *Our children are sacred.*
- o *Our children are loved and valued.*
- o *Our children are our teachers.*
- o *Our children will be our leaders.*
- o *Our children are our future.*
- o *To protect our children, we must support and care for our families and communities.*

The Member Nations' inherent right and sacred responsibility to care for our children emanates from our laws outlined within our land, our stories, our teachings, our languages, our oral histories, our ways of being, our ceremonies, our songs, and our dances.

As those who have lived on and cared for these lands since time immemorial, the Member Nations' affirm our obligation to take care of guests within our territories.

The Member Nations affirm that our communities have always had laws and ways of supporting and nurturing our children, youth, and families. The Member Nations recognize the harm that Canadian policies regarding Indigenous children and families have done to our children, families, and communities through their disruption of our traditional legal and cultural processes. However, despite this disruption, the laws and the culture of our people have persisted.

The Member Nations maintain that our people are best positioned to remedy the harms to our people and to begin the long and difficult process of bringing healing to our Nations, communities, families, and children through incorporating our culture, languages, and ways of being into our child and family services.

The Member Nations recognize that healing for our people stems from the sense of belonging that is rooted in the knowledge of our identity, our origins, and the connections we share as Indigenous Peoples.

For the last twenty years the Member Nations have asserted that while we are an assembly of Nations each representing the interests of their own Nation, we are committed to work with one heart and one mind to develop an Indigenous law and an Indigenous child and family services system that is integrated and that serves the needs of all of our children and families.

**THEREFORE**, *the Member Nations affirm this as a living law to govern our people, with the future of our people always in mind as we walk together in one spirit for the best interests our children today and for generations to come.*

*From this day forward, the Member Nations will work with Canada and its provinces and territories to implement this law through a nation-to-nation relationship.*



## 1.0 INTERPRETATION

### 1.1 CITATION

1.1.1 This Law will be cited as **[Insert Name of Law]**.

### 1.2 LANGUAGE

1.2.1 Interpretation of this Law will be guided by the oral traditions and languages of the Member Nations.

1.2.2 As there are terms within the languages of the Member Nations that do not have an English equivalent, the languages of the Member Nations will be given priority in interpreting this Law.

1.2.3 When interpreting this Law with respect to the services provided to a Child, Young Adult or Family pursuant to this Law, the language of the Nation to whom that Child, Young Adult or Family belongs will be given priority.

1.2.4 Terms in the languages of the Member Nations that correspond to terms, concepts or principles in this Law are shown in Appendix A as may be updated, expanded or changed from time to time by regulation.

### 1.3 DEFINITIONS

1.3.1 In this Law:

- (a) “Attendant” means an individual appointed pursuant to section 8.6.1(d) to assist in the enforcement of this Law, and Safety Plans made pursuant to this Law;
- (b) “Aunties Council” means the council appointed by Member Nations pursuant to section 12.2.1;
- (c) “Aunties Tribunal” means a dispute resolution body which may be convened by the Aunties Council pursuant to section 12.2.5;
- (d) “Child” includes a Youth and means an individual who is under 19 years of age and:



- (i) is considered to be connected with a Member Nation as confirmed by Resolution of the Member Nation, or
  - (ii) is an Indigenous Guest;
- (e) “Child and Family Advocates” means the individuals appointed by the Regional Child and Family Advocate pursuant to section 8.6.1(b) to:
- (i) represent SIIA in each Member Nations’ Community, and in the Communities of Indigenous Guests,
  - (ii) work with the Member Nations and Indigenous Guests to promote holistic family wellness
  - (iii) work with Families to ensure Child safety, and
  - (iv) determine whether a Safety Plan is sufficient to ensure the safety and well-being of a Child;
- (f) “Child and Family Services” means services to support children and families, including holistic family wellness services, early intervention services and child safety services;
- (g) “Child Plan” means a plan, developed by a Family in respect of a Child pursuant to section 10.2;
- (h) “Child’s Safety Assessment” means a written summary of safety concerns respecting a Child developed by the Child Safety Team pursuant to section 10.5;
- (i) “Child Safety Team” means the individuals appointed pursuant to section 8.6.1(c) to respond to reports regarding the safety of Children, and assess the safety and well-being of a Child;
- (j) “Community” means, in relation to a Family or a Child, the collective of individuals with whom that Child or Family are connected, including through, shared histories, traditions, cultures and relationships to land, and, for greater certainty, is not limited by the membership within a Member Nation, or the geographic location of the individuals within the collective;
- (k) “Coordination Agreement” means an agreement referred to in subsection 20(2) of the *Act respecting First Nations, Inuit and Metis children, youth and families*, S.C. 2019, c 24;



- (l) “Council” means the duly elected Chief and Council of a Member Nation or any successor elected government of a Member Nation that is authorized to act on behalf of the people of their Nation, who hold rights recognized and affirmed by section 35 of the *Constitution Act, 1982*, including the inherent right of self- government in relation to Child and Family Services;
- (m) “Council of Indigenous Guests” means the council established pursuant to section 8.3.1, to represent the interests of the Indigenous Guests;
- (n) “Elder” means an individual who is:
  - (i) respected for their wisdom,
  - (ii) viewed as an authoritative decision maker, and
  - (iii) knowledgeable about the culture and traditions of their Community;
- (o) “Family” means a Child’s siblings, Parents, grandparents, uncles, aunts, cousins, and extended family members, who may be connected to the Child through blood, marriage, cultural adoption, ancestral names, or custom, and includes any person who, through significant emotional connection with the Child and Family, is considered to be Family by the Child;
- (p) “Family Head” means the member of a Child’s Family, apart from their Parents, who is acknowledged by a Family as their authoritative decision maker, and identified as such in each Child Plan;
- (q) “Family Meeting” includes the series of meetings held pursuant to section 9.2 where a Family works to achieve consensus regarding a Safety Plan;
- (r) “Floor Manager” means the individuals appointed pursuant to section 8.6.1(a) to help coordinate and facilitate:
  - (i) the creation of a Child Plan for each Child, and
  - (ii) Family Meetings and Longhouse Gatherings;
- (s) “Indigenous Governing Body” means an entity that is authorized to act on behalf of Indigenous Peoples that hold rights recognized and affirmed by section 35 of the *Constitution Act, 1982*;



- (t) “Indigenous Guest” means all Indigenous Peoples are ordinarily resident in the Member Nations’ Territories;
- (u) “Indigenous Peoples” has the same meaning as aboriginal peoples in section 35 of the Constitution Act, 1982;
- (v) “Law” means this [insert name of Law] and any regulations passed under it;
- (w) “Longhouse Gathering” means a decision-making process, pursuant to section 9.3;
- (x) “Member Nations” has the meaning ascribed to it in section 7.1.1;
- (y) “Member Nations’ Territory” means the geographic area shown in Appendix B, as may be amended from time to time;
- (z) “Need of Intervention” means circumstances a where a Child is in one of the circumstances enumerated in section 10.4.1;
- (aa) “Other Child and Family Services Provider” means any Indigenous Governing Body, ministry, official, agency or person with the legislative authority to provide Child and Family Services, who is granted such authority by a piece of legislation other than this Law;
- (bb) “Parent” means:
  - (i) the biological mother or father of a Child,
  - (ii) a person with whom a Child resides and who stands in place of the Child’s biological mother or father,
  - (iii) a person to whom custody of a Child has been granted by a court of competent jurisdiction or by an agreement, or
  - (iv) a person, other than the Regional Child and Family Advocate or an Other Child and Family Services Provider, who has assumed legal responsibility for the day-to-day care of a Child;
- (cc) “Post-Majority Support Services” means services or support to assist Young Adults who, as Children, received services under a province or territory’s child welfare legislation or an Indigenous Child and Family Services law;



- (dd) “Receiver” means the individual(s) identified by a Family in a Child’s Plan who assume an obligation to serve as Parents, if the Child’s current Parents become unable to care for the Child;
- (ee) “Regional Child and Family Advocate” means the individual hired pursuant to section 8.5.3 to oversee Child and Family services in the Member Nations’ Territories;
- (ff) “Representative Council” means the members appointed as a representative of a Member Nation pursuant to section 8.2.1 or as a representative of the Indigenous Guests pursuant to section 8.2.3;
- (gg) “Resolution” means written evidence of a decision made by a Member Nation or Indigenous Governing Body, pursuant to their own decision-making process;
- (hh) “Safety Plans” means a plan with sufficient Support Measures to ensure the safety and well-being of a Child that is:
  - (i) approved by the Child and Family Advocate pursuant to section 11.1.3, or
  - (ii) imposed by the Child and Family Advocate pursuant to section 11.4.3;
- (ii) “SIIA Director” means an individual appointed by the Representative Council pursuant to section 8.4.1, to supervise the management of the business and affairs of the South Island Indigenous Authority;
- (jj) “SIIA Executive Officer” means the individual who reports to the SIIA Directors and is hired by the South Island Indigenous Authority pursuant to section 8.5.1;
- (kk) “South Island Indigenous Authority” means the entity that is authorized by the Member Nations to develop and provide Child and Family Services under this Law;
- (ll) “Speaker” means an individual with knowledge of history and culture who is appointed to speak on behalf of someone or a family during proceedings at a Longhouse Gathering or before an Aunties Tribunal;
- (mm) “Support Measures” mean culturally appropriate measures, which may be by agreement, voluntary or mandatory that are capable of ensuring the





safety and well-being of a Child, Youth or Young Adult and which support the Family and Community to thrive;

- (nn) “Witness” means an individual identified by a Family to listen to, and remember proceedings, in order to ensure accountability and that correct information will be passed on;
- (oo) “Young Adult” means an individual who is 19 years of age or over but is under 27 years of age, and
  - (i) is considered to be connected with a Member Nation as confirmed by Resolution of the Member Nation, or
  - (ii) is an Indigenous Guest;
- (pp) “Youth” means a Child who is 16 years of age or over but is under 19 years of age.

## 2.0 GUIDING PRINCIPLES

2.1.1 This Law must be interpreted and administered in accordance the following guiding principles:

(a) **Children are Sacred:**

- (i) it is everyone’s responsibility to uphold and protect the sacredness of a Child;
- (ii) Children and Elders hold special gifts as they are both closest to the spiritual world;
- (iii) a Child’s autonomy should be respected; and
- (iv) a Child’s views and preferences must be considered in decision-making, and a Child should be supported to articulate their views and preferences in a manner that is culturally acceptable.

(b) **Family is the center of everything:**

- (i) Children are gifts to their Family, as they have chosen to stay in this world;
- (ii) Parents are responsible for the day-to care of Children, but Families have a responsibility to also oversee the well-being of Children;



- (iii) a Child's best interests are promoted when a Child resides with members of their Family, and when those kinship relationships are actively maintained for the benefit of the Child, Family, and Community;
  - (iv) all Family members have an important role to play in the life of a Child and it is in the child's best interest to consider those roles and responsibilities in decision-making about a Child;
  - (v) active efforts must be made to ensure that concerns regarding Child and Family safety and well-being are resolved within the Family;
  - (vi) Families play an integral role in passing down knowledge relating to a Child's identity; and
  - (vii) a Child's best interests are promoted when their Family is supported.
- (c) **It takes a Community to raise a Child:**
- (i) Communities have an obligation to support Families, and it is the responsibility of every Community member to ensure the safety and well-being of Children in their Community;
  - (ii) every member of a Community has a role to play in supporting Children and Families, and in promoting the health and well-being of their Community;
  - (iii) a Child's best interests are promoted when the Community works to support their Family; and
  - (iv) when Families are supported, Communities and Nations are strengthened.
- (d) **We are all related/ we are all one:**
- (i) there is strength in relationships;
  - (ii) each Indigenous Guest brings value to Family, Community, and territory; and
  - (iii) guests have an obligation to learn the protocols of a Nation when residing in their territory.
- (e) **A sense of self and sense of belonging is essential:**



- (i) a Nation-based identity is critical to the safety and well-being of a Child, as well as their Family, and Community;
  - (ii) a Child has the right to know who they are, where they are from, what they belong to, who they are related to, and what lands and places they belong to;
  - (iii) a Child has the right to be in relationship with their Community;
  - (iv) a Child's best interests are promoted when they are made aware of and provided with teachings and knowledge regarding who they are, who their relations are, their histories, their customary rights, their traditional territory, and their Community;
  - (v) a Child's best interests are promoted when a Child who belongs to a Member Nation resides within that Nation's traditional territory; and
  - (vi) a Child's best interests are promoted they are taught how to appropriately connect to the territory they are guests on.
- (f) **Respect:**
- (i) every individual deserves to be treated with respect;
  - (ii) respecting Families and the responsibilities associated with Families helps foster respect for an individual's identity and place within Community;
  - (iii) in respecting all things, we respect the Creator;
  - (iv) respect helps us to live a good life and helps us to follow our teachings in the ways we learn, teach, work, and interact with others; and
  - (v) a Child's best interests are promoted when the Child feels that they, and all their relations, are treated with respect.
- (g) **Sharing, supporting, and helping one another:**
- (i) we are the caretakers of our Families, and must support each other to protect and preserve our Families and Community;
  - (ii) it is important to share with our Family, and help other Families within our Community;



- (iii) ceremonies are a means of being generous, of celebrating and helping our relations, and of creating connections with others;
  - (iv) supporting, honouring, and celebrating one another helps develop relationships and resolve conflicts;
  - (v) each person's interests are best served by building deeper and enduring connections to all Families in their Community; and
  - (vi) a Child's best interests are promoted when the Community works to actively support their Family and, in turn, enable their Family to support and nurture their Child.
- (h) **Love:**
- (i) love is a foundation of Family and Community relationships;
  - (ii) decisions regarding Children and Families should always come from a place of love, care and understanding;
  - (iii) a Child's best interests are promoted when they, and their Family feel treated with love; and
  - (iv) when making decisions, the struggles and harms caused by colonialism and inter-generational trauma need to be considered with love and compassion.
- (i) **One heart, one mind:**
- (i) we work together and put aside differences for the collective good of the Community;
  - (ii) the process of working together to make a decision is just as important as the decision itself;
  - (iii) working as one is in the best interest of every Child;
  - (iv) collaboration and consensus building helps us to maintain harmony and balance within relationships;
  - (v) collaborative decision-making processes are fundamental to all decision-making under this Law.
- (j) **Blanketing/ lifting someone up:**



- (i) culture can facilitate healing; and
  - (ii) a primary objective of this Law is to blanket and uplift Families so they can heal and be whole again and to protect each other from further harm.
- (k) **Language:**
- (i) languages contain laws, teachings, culture, spirituality, beliefs, and ancestral knowledge;
  - (ii) the transmission of languages is integral to cultural continuity;
  - (iii) it is a right of Children of each Member Nation to have access to and the opportunity to learn their language;
  - (iv) a Child's best interests are promoted when they have access to and the opportunity to learn their language; and
  - (v) using the languages of the Member Nations' enriches every process detailed under this Law.

### 3.0 MINIMUM STANDARDS

- 3.1.1 In addition to the guiding principles set out in section 2.1.1, the standards set out in sections 3.2 and 3.4 apply to the provision of all Child and Family Services under this Law.

#### 3.2 BEST INTERESTS OF THE CHILD

- 3.2.1 The best interests of the Child is a primary consideration in decisions or actions under this Law, and the paramount consideration when Support Measures include separating a Child from their Parent.
- 3.2.2 The most effective means of ensuring that a Child's best interests are met, and that they remain connected to their Family, culture, Community, and identity, are best ascertained by the Child's Family, through their own culturally informed, collaborative decision-making processes.
- 3.2.3 To ascertain their best interests, reasonable efforts must be made to obtain information about the views and preferences of the Child in a manner that is culturally acceptable, taking into consideration the mental, physical, emotional, spiritual and psychological capacity of the Child.



3.2.4 Where there is reference in this Law to the best interests of a Child, all factors related to the circumstances of the Child must be considered in determining the best interests of the Child, including,

- (a) the right of a Child to know their identity, including their ancestral rights, Family histories and Family teachings;
- (b) the right of a Child to have a sense of belonging and to know who they are and where they come from;
- (c) the right of a Child to have access to and the opportunity to learn their language;
- (d) the right of a Child to be connected to their Community, specifically to Elders and knowledge holders that can help guide them;
- (e) the right of a Child to have access, under the direction of their Family, to ceremonies and protocols that enable them to exercise their sacred ancestral rights, remain connected to their culture, and participate in ceremony;
- (f) the right of the child to consistently feel safe, loved and secure;
- (g) the needs of a Child, given the age and stage of development of the Child, the importance of a Child maintaining strong and positive relations with their Family, and being cared for by Family;
- (h) the importance to the Child of preserving connections to the territory of their Nation and access to traditional foods;
- (i) the views and preferences of the Child, giving due weight to the age and maturity of the Child;
- (j) any family violence and its impact on the Child, including whether the Child is directly or indirectly exposed to the family violence as well as the physical, emotional and psychological harm or risk of harm to the Child;
- (k) the right of a child to be safe from abuse and neglect; and
- (l) any civil or criminal proceeding, order, condition, or measure that is relevant to the current safety and well-being of the Child.



### 3.3 CULTURAL CONTINUITY

- 3.3.1 Cultural continuity is essential to the well-being of a Child, Youth, Young Adult, Family, and Community.
- 3.3.2 To promote cultural continuity, services provided pursuant to this Law must foster connection to Family, Community, land, teachings, language, practices, customs, traditions, ceremonies and traditional knowledge.
- 3.3.3 The Member Nations respect the distinct cultures of each other, and of the Indigenous Guests who reside on the Member Nations Territories. Services provided pursuant to this Law must be provided in a manner that does not contribute to the assimilation or destruction of these distinct cultures.
- 3.3.4 Individuals should respect the distinct culture of the Nation on whose territory they reside. Services provided pursuant to this Law on a Member Nation's territory should be provided in a manner that upholds the distinct culture of that Member Nation.

### 3.4 SUBSTANTIVE EQUALITY

- 3.4.1 Child and Family Services provided to a Child pursuant to this Law must promote substantive equality between the Child and other children.
- 3.4.2 The rights and distinct needs of each Child are to be considered in order to promote the Child's participation, to the same extent as other children, in the activities of the Child's Family, Community, Member Nation, and other Indigenous communities to which the Child belongs.
- 3.4.3 A Child and members of a Child's Family must be able to exercise their rights under this Law without discrimination.
- 3.4.4 In compliance with Jordan's Principle, to promote substantive equality between all children, a jurisdictional dispute must not result in a gap, denial, delay, or disruption in the Child and Family Services that are provided in relation to a Child.

## 4.0 PURPOSE OF THE LAW

- 4.1.1 The purpose of this Law is to:



- (a) support Children, strengthen Families and heal Community, through the promotion of each Child and Family's cultural identity;
- (b) affirm the Member Nations' inherent right of self-government, which includes jurisdiction in relation to Child and Family Services and jurisdiction to provide such services to Indigenous Guests resident on Member Nations' Territories;
- (c) set out principles applicable to the provision of Child and Family Services to the Children and Families for whom this Law applies; and
- (d) establish the South Island Indigenous Authority, Council of Indigenous Guests, and Aunties Council.

## 5.0 JURISDICTION

5.1.1 The inherent right to self-government of the Member Nations is affirmed by the United Nations Declaration on the Rights of Indigenous Peoples, and Section 35 of the Canadian Constitution Act, 1982.

5.1.2 The inherent right of self-government of the Member Nations includes:

- (a) legislative authority in relation to Child and Family Services;
- (b) authority to administer and enforce laws made under the legislative authority of the Member Nations;
- (c) jurisdiction to develop and provide Child and Family Services to the Children and Families of the Member Nations;
- (d) jurisdiction to develop and provide Post-Majority Support Services to support Young Adults of the Member Nations;
- (e) jurisdiction to develop and provide Child and Family Services to the Children and Families who reside in the Member Nations' Territories;
- (f) jurisdiction to develop and provide Post-Majority Support Services to Young Adults who reside in the Member Nations' Territories; and
- (g) authority to provide for dispute resolution mechanisms.

5.1.3 The Member Nations and the South Island Indigenous Authority recognize that other Indigenous Governing Bodies have authority to develop and provide





Child and Family Services and Post-Majority Support Services to some Children, Families, and Young Adults to whom this Law applies, pursuant to their own inherent self-government rights.

- 5.1.4 If this Law applies to a Child, Family, or Young Adult and there is another law respecting Child and Family Services or Post-Majority Support Services that also applies to the Child, Young Adult, or Family in compliance with Jordan's Principle, this will not result in a gap, denial, delay, or disruption of services provided pursuant to this Law.
- 5.1.5 In the event of a conflict or inconsistency between this Law and federal or provincial law, this Law will prevail.

## 6.0 APPLICATION

### 6.1 APPLICATION OF LAW

- 6.1.1 This Law applies to:
- (a) the Children and Families of all Members Nations, wherever they may live; and
  - (b) all Indigenous Guests within the Member Nations' Territories.
- 6.1.2 An Other Child and Family Services Provider must notify the South Island Indigenous Authority as soon as possible if:
- (a) they intend to provide services to a Child or Family to whom this Law applies;
  - (b) a Child or Family to whom this Law applies requests to receive services from the Other Child and Family Services Provider; or,
  - (c) the Other Child and Family Services Provider becomes aware that they have provided, or are providing, services to a Child or Family to whom this Law applies.
- 6.1.3 Upon receiving a notification pursuant to section 6.1.2 the South Island Indigenous Authority will work with the Other Child and Family Services Provider to determine whether:



- (a) the Other Child and Family Services Provider has the ability to provide services to the Child and Family; and,
  - (b) it is in the best interests of the Child and Family to receive services from the Other Child and Family Services Provider.
- 6.1.4 If it is in the best interests of the Child and Family to receive services from the Other Child and Family Services Provider, the South Island Indigenous Authority will, in consultation with a Family Head:
- (a) ensure that all information that is necessary to ensure the safety and well-being of the Child is shared, with the consent of the persons who are the subject of the information where possible;
  - (b) by written agreement with the Other Child and Family Services Provider confirm:
    - (i) which services the Other Child and Family Services Provider will provide;
    - (ii) which services (if any) will continue to be provided by the South Island Indigenous Authority; and
    - (iii) the respective financial responsibilities of the Other Child and Family Service Provider and the South Island Indigenous Authority with respect to services.
- 6.1.5 If an agreement entered pursuant to section 6.1.4 (b) is respecting a Child or Family that belongs to a Member Nation, then the agreement will include a term requiring the Other Child and Family Services Provider to provide services in the manner that is consistent with a Child's Safety Plan or Child Plan, as may from time to time be changed at a Family Meeting or Longhouse Gathering.

## 7.0 MEMBER NATIONS

- 7.1.1 The Member Nations are:
- (a) P'a:chi:da?aht (Pacheedaht) First Nation;
  - (b) T'Sou-ke Nation;
  - (c) Sc'ianew (Beecher Bay) First Nation;



- (d) Esquimalt Nation;
- (e) Songhees Nation;
- (f) BOKÉĆEN (Pauquachin) First Nation;
- (g) WJOLEŁP (Tsartlip) First Nation; and
- (h) WŚÍKEM (Tseycum) First Nation.

7.1.2 Any Indigenous Governing Body may become a Member Nation under this Law if:

- (a) they pass a Resolution to become a Member Nation; and
- (b) the Member Nations, by Resolution, unanimously support the inclusion of the Indigenous Governing Body as a Member Nation.

7.1.3 If a Member Nation that is admitted pursuant to section 7.1.2 then:

- (a) the admitted Member Nation may appoint a member to the Representative Council;
- (b) the South Island Indigenous Authority will ensure that services are transitioned from the entity that previously provided services to the Children and Families of the newly appointed Member Nation in a manner that protects and supports their best interests; and
- (c) the admission of a new Member Nation will not affect the definition of “Member Nations’ Territories” unless each Member Nation consents to the revised definition.

7.1.4 Any Member Nation may, by Resolution, remove the application of this Law to their Children and Families.

7.1.5 If a Member Nation passes a Resolution pursuant 7.1.4 then:

- (a) they must provide a copy of the Resolution to the other Member Nations, and the South Island Indigenous Authority;
- (b) this Law will continue to apply to the other Member Nations with all necessary changes implied;



- (c) the representative member appointed by the withdrawing Member Nation to the Representative Council will be removed;
- (d) the Children and Families of the withdrawing Member Nation may continue to receive services pursuant to this Law, until the delivery of services is transitioned to an entity appointed by the withdrawing Member Nation;
- (e) the South Island Indigenous Authority will ensure that services are transitioned to an entity appointed by the withdrawing Member Nation in a manner that protects and supports the best interests of the Children and Families of the withdrawing Member Nation; and
- (f) the withdrawal of the Member Nation will not affect the definition of “Member Nations’ Territories,” unless each Member Nation consents to such a revised definition.

## **7.2 MEMBER NATIONS REGULATIONS**

- 7.2.1 Each Member Nation may, by Resolution, make regulations that are consistent with this Law.
- 7.2.2 Regulations passed by a Member Nation pursuant to section 7.2.1:
  - (a) apply to decision-making processes and Support Measures respecting Children, Young Adults and their and Families who belong to that Member Nation;
  - (b) may amend Appendix A; and
  - (c) will be provided to the South Island Indigenous Authority.

## **8.0 SOUTH ISLAND INDIGENOUS AUTHORITY**

### **8.1 ESTABLISHMENT OF THE SOUTH ISLAND INDIGENOUS AUTHORITY**

- 8.1.1 The South Island Indigenous Authority is established.
- 8.1.2 The South Island Indigenous Authority has the has the capacity and, subject to this Law the rights, powers and privileges of a natural person including the power to:



- (a) sue and be sued;
- (b) enter into contracts;
- (c) acquire, hold and dispose of property;
- (d) hold, spend, invest and borrow money, and secure or guarantee the repayment of money borrowed; and
- (e) do other things ancillary to the exercise of its rights, powers and privileges.

8.1.3 The South Island Indigenous Authority may continue its incorporation as the South Island Indigenous Authority Society pursuant to the *Societies Act*, SBC 2015, c 18, and may incorporate and register under federal or provincial legislation for the same purposes and on the same terms as set out in this Law.

8.1.4 The objective of the South Island Indigenous Authority is to develop and provide Child and Family Services in accordance with this Law.

8.1.5 The South Island Indigenous Authority may take any action, in accordance with this Law and consistent with the Coordination Agreement that is reasonably necessary to further the objective, including:

- (a) development of Support Measures for Children, Youth, Young Adults, and Families;
- (b) administering and implementing this Law;
- (c) delegating authority to administer portions of this Law;
- (d) periodically reviewing the effectiveness of this Law, and recommend possible amendments to the Member Nations;
- (e) establishing regulations, processes and policies regarding the administration of the Law including:
  - (i) establishing risk management strategies and processes;



- (ii) establishing policies, procedures and standards for services provided pursuant to this Law including practice compliance and quality assurance for case review and critical incident investigation and processes;
  - (iii) establishing and licensing care homes, treatment facilities and other residential facilities; and
  - (iv) ensuring the enforcement of the Law;
  - (f) negotiating entering into and administering agreements with Other Child and Family Service Providers regarding involvement in Child and Family Services,
  - (g) setting overall fiscal direction for child and family services;
  - (h) providing public access to this Law; and
  - (i) do everything reasonably necessary, suitable, proper, convenient or incidental to these activities and objectives.
- 8.1.6 The South Island Indigenous Authority may receive funding directly from any source to assist in the provision of Child and Family Services under this Law, including the federal or provincial governments, other agencies, Indigenous Governing Bodies, charitable foundations, and individuals.
- 8.1.7 Quorum for each meeting of the Council of Indigenous Guests will consist of a majority of the members, and decisions of the Council of Indigenous Guests must be made at a meeting where a quorum is present.

## 8.2 REPRESENTATIVE COUNCIL

- 8.2.1 The Council of each Member Nation, following their own internal process, will each appoint one representative as a member of the Representative Council.
- 8.2.2 An individual may be appointed as a representative by more than one Member Nation, and serve as a member of the Representative Council, on behalf of each Member Nation that appoints them.
- 8.2.3 The Council of Indigenous Guests, will, in consultation with the Indigenous Guests, appoint three (3) additional members of the Representative Council to serve as representatives of the Indigenous Guests.



- 8.2.4 The Representative Council will establish, and from time-to-time revise bylaws pertaining to the operations of the South Island Indigenous Authority.

### 8.3 COUNCIL OF INDIGENOUS GUESTS

- 8.3.1 The Council of Indigenous Guests is established.
- 8.3.2 The Representative Council will appoint the following individuals to carry out the duties and exercise the powers of the Council of Indigenous Guests:
- (a) one (1) representative for Nuu-chah-nulth residents;
  - (b) one (1) representative for Kwakwaka'wakw residents;
  - (c) three (3) representatives for other Indigenous Peoples living in the Member Nations' Territory.
- 8.3.3 The SIIA Directors may establish process for selecting and approving representatives to the Council of Indigenous Guests.
- 8.3.4 The Council of Indigenous Guests will each receive remuneration for their service at a rate which may be established from time to time by the SIIA Directors.
- 8.3.5 The Council of Indigenous Guests may meet together, adjourn and otherwise regulate their meetings and decision-making processes as they will think fit.

### 8.4 SIIA DIRECTORS

- 8.4.1 The Representative Council will, by unanimous Resolution, or following any other process established pursuant to section 8.2.4 appoint, from time to time an expert board of five (5) or seven (7) SIIA Directors which will include a representative from the Representative Council.
- 8.4.2 Subject to any requirements established pursuant to section 8.2.4:
- (a) the Representative Council will appoint SIIA Directors for staggered terms, such that:
    - (i) in the case of five (5) SIIA Directors, no more than three (3) SIIA Directors have terms ending in the same calendar year, and



- (ii) in the case of seven (7) SIIA Directors, no more than three (4) SIIA Directors have terms ending in the same calendar year; and
  - (b) SIIA Directors may be reappointed for subsequent terms.
- 8.4.3 The SIIA Directors will supervise the management of the business and affairs of the South Island Indigenous Authority.
- 8.4.4 The term for each SIIA Director is from the date that they accept their appointment until the earlier of:
- (a) the end of their term;
  - (b) their death;
  - (c) the date that they resign;
  - (d) the date they are dismissed and replaced by the Representative Council; or,
  - (e) when they are determined to cease meeting the requirements of a SIIA Director.
- 8.4.5 An individual is not qualified to become a SIIA Director if that individual is:
- (a) determined, through a criminal record check, to be unsuitable as a Director,
  - (b) under the age of 18 years,
  - (c) found by a court, in Canada or elsewhere, to be incapable of managing the individual's own affairs, unless a court, in Canada or elsewhere, subsequently finds otherwise,
  - (d) an undischarged bankrupt, or
  - (e) convicted of an offence in connection with the promotion, formation or management of a corporation or unincorporated business, or of an offence involving fraud, unless
    - (i) the court orders otherwise,
    - (ii) 5 years have elapsed since the last to occur of





- (A) the expiration of the period set for suspension of the passing of sentence without a sentence having been passed,
  - (B) the imposition of a fine,
  - (C) the conclusion of the term of any imprisonment, and
  - (D) the conclusion of the term of any probation imposed, or
- (iii) a pardon was granted or issued, or a record suspension was ordered, under the *Criminal Records Act*, RSC 1985, c C-47 and the pardon or record suspension, as the case may be, has not been revoked or ceased to have effect.
- 8.4.6 SIIA Directors will each receive remuneration for their service to the South Island Indigenous Authority at a rate which may be established from time to time by the Representative Council.
- 8.4.7 The SIIA Directors may pass, amend, and repeal policies and procedures respecting:
- (a) the business and affairs of the South Island Indigenous Authority
  - (b) the calling and conduct of meetings of the South Island Indigenous Authority, and committees and the business of the South Island Indigenous Authority and committees generally; and
  - (c) practice standards and procedures regarding the delivery of services, subject to the principles and requirements of this Law.
- 8.4.8 The South Island Indigenous Authority will provide a copy of all policies to each Member Nation.
- 8.4.9 The SIIA Directors will prepare annual financial statements in accordance with generally accepted accounting principles and provide them to Member Nations and along with a written report outlining the activities of the South Island Indigenous Authority in the previous year.
- 8.4.10 Every SIIA Director, must:
- (a) act honestly and in good faith and with a view to the best interests of the Children, Youth, Young Adults and Families to whom this Law applies;



- (b) act in a manner that is consistent with the principles and requirements of this Law; and
- (c) meet any eligibility requirements of this Law.

## 8.5 SIIA EXECUTIVE OFFICER

- 8.5.1 The South Island Indigenous Authority will hire a SIIA Executive Officer who will report to the SIIA Directors.
- 8.5.2 The SIIA Executive Officer may:
- (a) oversee the hiring of employees and determine their conditions of service;
  - (b) contract with any Child and Family Service agencies, professionals, advisors, entities, programs or services and determine their conditions of service;
  - (c) delegate the responsibilities and authority of the South Island Indigenous Authority; and
  - (d) receive, and sub-delegate any authority delegated by any Other Child and Family Services Provider relating to a Child who is in their custody or under their guardianship.
- 8.5.3 The SIIA Executive Officer will appoint a Regional Child and Family Advocate, who will:
- (i) oversee Child and Family Services in the Member Nations' Territories; and
  - (ii) oversee the practice of Child and Family Advocates, Floor Managers, Child Safety Team members, Attendants, and other employees engaged in the delivery of Child and Family Services;

## 8.6 REGIONAL CHILD AND FAMILY ADVOCATE

- 8.6.1 The Regional Child and Family Advocate will oversee the hiring and appointment of:
- (a) Floor Managers, who will
    - (i) coordinate and facilitate the creation of a Child Plan for each Child;



- (ii) coordinate and facilitate Family Meetings and Longhouse Gatherings;
  - (iii) witness, and record decisions made at Family Meetings and Longhouse Gatherings;
  - (iv) allow Families opportunities to discuss issues in private, without the Floor Manager in attendance; and
  - (v) record updates to a Safety Plan that are made at a Family Meeting or Longhouse Gathering;
- (b) Child and Family Advocates, who
- (i) represent SIIA in each Member Nations' Community, and in the Communities of Indigenous Guests,
  - (ii) work with the Member Nations and Indigenous Guests to promote holistic family wellness
  - (iii) work with Families to ensure Child safety,
  - (iv) determine whether a Safety Plan is sufficient to ensure the safety and well-being of a Child, and
  - (v) may develop and impose a Safety Plan on a Family if necessary to ensure the safety and well-being of a Child;
- (c) Child Safety Team members, who will:
- (i) respond to reports regarding the safety of Children,
  - (ii) assess the safety and well-being of a Child, and
  - (iii) provide reports regarding safety concerns to the Child and Family Advocate; and
- (d) Attendants, who will assist in the enforcement of this Law, and Safety Plans made pursuant to this Law and who may include:
- (i) any person appointed by a Child and Family Advocate to assist in the enforcement of this Law;
  - (ii) the RCMP (only if the presence of the RCMP is necessary for safety reasons);or



- (iii) any peace officer.
- 8.6.2 The Regional Child and Family Advocate may delegate to any person or class of person any or all of their powers, duties or functions under this Law.
- 8.6.3 The Regional Child and Family Advocate is responsible for ensuring the provision of appropriate training in the customs, traditions, and protocols of the Member Nations to all individuals who are hired, appointed, or receive delegation to perform functions under this Law.
- 8.6.4 All individuals who are hired, appointed, or receive delegation to perform functions under this Law and must carry out their duties under the Law in a manner consistent with the customs, traditions, and protocols of the Member Nations, and, if necessary, must undergo training in such customs, traditions and protocols.
- 8.6.5 The Regional Child and Family Advocate will work with any individuals who perform functions under this Law, but are not appointed or otherwise employed by the South Island Indigenous Authority to the extent reasonably possible in order to educate the individual about the customs, traditions, and protocols of the Member Nations.

## 9.0 Longhouse Process

### 9.1 NO-LIMITATION

- 9.1.1 Unless a Family Meeting or Longhouse Gathering relates to a Safety Plan or adoption under this Law, this Law does not limit the purposes or processes of Family Meetings or Longhouse Gatherings.
- 9.1.2 Families may, with or without the support of the Floor Manager, engage in Family Meetings and Longhouse Gatherings for any purpose, including:
  - (a) ceremonies,
  - (b) dispute resolution processes, or
  - (c) other processes to foster and support the well-being of a Child, Youth, Young Adult, Family or Community.



## 9.2 FAMILY DECISION-MAKING

9.2.1 Floor Managers will work with Families to coordinate a Family Meeting as soon as possible if:

- (a) the Family requests SIIA's support to hold a Family Meeting;
- (b) the Child Safety Team is of the opinion that action needs to be taken to ensure the safety and well-being of a Child;
- (c) a Child is subject to an intervention by any Other Child and Family Services Provider; or
- (d) a request has been made to a Child's Parents or Family Head, to adopt a Child.

9.2.2 The Floor Manager may assist for the following individuals to attend Family Meetings, at the direction of the Family Head:

- (a) the Parents of the Child,
- (b) the Family Head,
- (c) any Family members identified by the Family Head,
- (d) the Child's Receiver;
- (e) if they are of sufficient age and maturity, the Child, and
- (f) individuals with relevant cultural knowledge, based on their relationship to the Family and role within the Community.

9.2.3 Family Meetings will be held following the relevant protocol for speaking and decision making, which may from time to time be established by the Family Head.

9.2.4 Children have a right to have their voices heard and to be involved in decision-making regarding their own lives depending on their stage of life, ability and the responsibilities they carry.

9.2.5 The Family Head and Floor Manager may arrange multiple Family Meetings with different groups of individuals, in order to protect the best interests of the Child.



- 9.2.6 A Family will identify at least one Witness to participate in a Family Meeting to finalize a Child's Safety Plan, revised Safety Plan, or proposal to close a Child's Safety Plan.
- 9.2.7 The following individuals may request a Family Meeting to revise or close a Safety Plan:
- (a) the Parents of the Child,
  - (b) the Family Head,
  - (c) any Witness identified pursuant to 9.2.6,
  - (d) any Family members identified by the Family Head, and,
  - (e) if they are of sufficient age and maturity, the Child.
- 9.2.8 A Family will finalize decisions about a Child's Safety Plan, revised Safety Plan, or proposal to close a Child's Safety Plan by consensus at one or more Family Meetings.

### 9.3 LONGHOUSE GATHERINGS

- 9.3.1 A Family Head will prepare a Longhouse Gathering if, in their opinion, it is:
- (a) not reasonably possible to achieve consensus regarding a decision at a Family Meeting, or
  - (b) appropriate to formalize a decision made at a Family Meeting through a Longhouse Gathering.
- 9.3.2 A Family Head has a broad discretion to determine the appropriate procedure for a Longhouse Gathering in accordance with the applicable cultural protocols.
- 9.3.3 If a Family Head has determined that it is not possible to achieve consensus regarding a Safety Plan at a Family Meeting:
- (a) the Longhouse Gathering will take place as soon as possible following the determination;
  - (b) the following individuals are parties, and may appoint a Speaker to represent their interests at a Longhouse Gathering:



- (i) the Parents of the Child,
  - (ii) the Family Head,
  - (iii) any individuals identified by the Family Head, and,
  - (iv) if they are of sufficient age and maturity, the Child.
- (c) all parties will be given reasonable notice of the date, time and place of the Longhouse Gathering; and
- (d) each party will have full opportunity to make oral submissions, provide written submissions, provide witness testimony and documentary evidence, and question the other party's witnesses.
- 9.3.4 The Family Head will attempt to reach a decision at a Longhouse Gathering by consensus, but will determine the outcome of a decision regarding a Safety Plan before the close of a Longhouse Gathering.
- 9.3.5 The Floor Manager will witness the decision made at a Longhouse Gathering, and the Family Head's reasons for it and retain a written record of the decision, and a summary of the Family Head's reasons.
- 9.3.6 A Family will identify Witnesses to participate in a Longhouse Gathering, who may be called upon to share what they witnessed at subsequent Family Meetings and Longhouse Gatherings.
- 9.3.7 A decision regarding a Safety Plan or adoption made at a Longhouse Gathering is final, but may be revisited at a later date at a Family Meeting or subsequent Longhouse Gathering, in accordance with a Safety Plan.

#### **9.4 ADOPTION**

- 9.4.1 Adoption of a Child pursuant to this Law will be:
- (a) decided upon by consensus by the Family at one or more Family Meetings; and
  - (b) formalized in a Longhouse Gathering.
- 9.4.2 Such an adoption:
- (a) does not sever a Child's relationship with their biological parents; and



- (b) has the same force as though it were a court order pursuant to the *Adoption Act*, RSBC 1996 c. 5.

## 10.0 Family Supports

### 10.1 DUTY TO SUPPORT

- 10.1.1 All members of a Community share the responsibility to make their Community a safe and nurturing place for Children and Young Adults to thrive.
- 10.1.2 The SIIA Executive Officer will support the identification, development, and administration of culturally appropriate services to:
  - (a) connect Children, Youth, Young Adults and Families with their cultural identity and birthright, language, lands, and traditional ways of learning and of healing;
  - (b) help Children, Youth, Young Adults and Families to thrive; and
  - (c) protect Children, Youth, Young Adults and Families from harm.

### 10.2 CHILD PLANS

- 10.2.1 Floor Managers will be responsible for gathering and tracking Child Plans for all:
  - (a) Member Nations' Children; and
  - (b) Children in the Member Nations' Territories.
- 10.2.2 Floor Managers will, as soon as possible, coordinate with and assist Families to complete a Child Plan for each Child.
- 10.2.3 The Child's Plan:
  - (a) will identify members of a Child's Family,
  - (b) will identify the roles and responsibilities of members of the Family with obligations to care for and make decisions regarding a Child, including their Family Head and Receiver;
  - (c) will identify the individuals who will be contacted in potential emergency situations, and where a Child may be in Need of Intervention;





- (d) will include any other prescribed information; and
- (e) may include other information respecting the Child that is important to the Family.

10.2.4 Each Member Nation and the Council of Indigenous Guests will, by Resolution, appoint an individual who will serve as a Family Head, for Children who do not have a Child's Plan that identifies a Family Head.

### 10.3 DUTY TO REPORT

10.3.1 If a person has a well-founded belief that a Child is in Need of Intervention they must immediately report the circumstances to the Child Safety Team. This applies even if the information on which the belief is founded is confidential and its disclosure is prohibited by other legislation, but does not apply to information that is privileged as a result of a solicitor client relationship.

10.3.2 No action for damages may be brought against a person for taking reasonable immediate steps to ensure the safety of a Child unless the person, unless that person is grossly negligent.

10.3.3 Section 10.3.2 does not apply if a person:

- (a) knowingly did not have a well-founded concern regarding the safety of a Child;
- (b) is employed expressly for the purpose of providing Child and Family Services; or
- (c) takes the steps with a view to gain.

10.3.4 Notwithstanding any law, regulation or policy to the contrary, a person is only required to report that a Child is in Need of Intervention to the Child Safety Team, and no person is ever required to make an additional or duplicate report to any Other Child and Family Services Provider.

### 10.4 NEED OF INTERVENTION

10.4.1 A Child is in Need of Intervention in the following circumstances:

- (a) if a Child's Family Head has determined they are in need of Intervention



- (b) if the Child has been or is likely to be physically harmed by the Child's Parent;
- (c) if the Child has been, or is likely to be, sexually abused or exploited by the Child's Parent;
- (d) if the Child has been, or is likely to be, physically harmed, sexually abused or sexually exploited by another person and if the Child's Parent is unwilling or unable to protect the Child;
- (e) if the Child has been, or is likely to be, physically harmed because of neglect by the Child's Parent;
- (f) if the Child is emotionally harmed by
  - (i) a Parent's conduct, or
  - (ii) living in a situation where there is domestic violence by or towards a person with whom the Child resides;
- (g) if the Child is deprived of necessary health care;
- (h) if the Child's development is likely to be seriously impaired by a treatable condition and the Child's Parent refuses to provide or consent to treatment;
- (i) if the Child's Parent is unable or unwilling to care for the Child and has not made adequate provision for the Child's care;
- (j) if the Child is lost, abandoned, missing, absent from home or has runaway in circumstances that would place them at risk of death or serious injury;
- (k) if the Child has been involved in crimes of violence, including homicide, serious assault, arson, armed robbery or major property damage;
- (l) if the Child is at substantial risk of harming their health or well-being because of their use of intoxicants, and the Parent is unable or unwilling to obtain appropriate treatment for the Child
- (m) if the Child's Parent is deceased and adequate provision has not been made for the child's care;



- (n) if the Child has been abandoned and adequate provision has not been made for the Child's care; and
  - (o) if the Child is in the care of an Other Child and Family Services Provider by agreement and the Child's Parent is unwilling or unable to resume care when the agreement is no longer in force.
- 10.4.2 For the purpose of subsection 10.4.1(c) and 10.4.1(d) but without limiting the meaning of "sexually abused" or "sexually exploited", a Child has been or is likely to be sexually abused or sexually exploited if the Child has been, or is likely to be,
- (a) encouraged or helped to engage in prostitution, or
  - (b) coerced or persuaded into engaging in prostitution.
- 10.4.3 For the purpose of subsection 10.4.1(a) or 10.4.1(d) but without limiting the circumstances that may increase the likelihood of physical harm to a Child, the likelihood of physical harm to a Child increases when the child is living in a situation where there is domestic violence by or towards a person with whom the Child resides.
- 10.4.4 For the purpose of subsection 10.4.1(f), a Child is emotionally harmed if the Child demonstrates severe
- (a) anxiety,
  - (b) depression,
  - (c) withdrawal, or
  - (d) self-destructive or aggressive behaviour.
- 10.4.5 For certainty, a Child is not in Need of Intervention in the circumstances described in subsection 10.4.1(e) or 10.4.1(i) solely on the basis of socioeconomic conditions, including the following:
- (a) poverty;
  - (b) the lack of adequate housing or infrastructure; or
  - (c) the state of health of a Parent of the Child.



## 10.5 SAFETY ASSESSMENT

- 10.5.1 Upon receiving a report that a Child is in Need of Intervention, the Child Safety Team must promptly determine whether to:
- (a) assess the information in the report; or
  - (b) refer the report to an Other Child and Family Services Provider who has confirmed that they will assess the information in the report.
- 10.5.2 If the Child Safety Team makes a determination to assess the information in the report, the Child Safety Team will promptly determine, based on the information in the report, if a Child may be in Need of Intervention.
- 10.5.3 If information received in a report to the Child Safety Team suggests that a Child's health or safety is in immediate danger the Child Safety Team will immediately:
- (a) notify the Child and Family Advocate; and
  - (b) investigate the safety and well-being of the Child.
- 10.5.4 If the Child Safety Team makes a determination based on the information in the report that a Child May be in Need of Intervention, they will:
- (a) notify the Family Head, Parents, anyone else identified in a Child's Plan to request guidance on how to conduct the assessment in a manner that is consistent with the best interests of the Child;
  - (b) promptly investigate the safety and well-being of the Child.
- 10.5.5 If there are grounds to reasonably believe that a Child's health or safety is in immediate danger, and any person refuses to give the Child Safety Team access to the Child or to provide information necessary to locate the Child, then the Child Safety Team may request the assistance of Elders, and Attendants, who may take any action that is reasonably necessary in the circumstances to determine if the Child is in immediate danger, including, entering a place or premises, by force if necessary, to search for a Child.
- 10.5.6 If the Child Safety Team determines that a Child is in Need of Intervention, they will:
- (a) notify the Child and Family Advocate and Family Head;



- (b) provide the Child and Family Advocate and Family Head with a Child's Safety Assessment; and
- (c) clearly identify any immediate risks to safety or well-being of a Child

## **11.0 SAFETY PLANS**

### **11.1 SAFETY PLAN PROCESS**

- 11.1.1 Upon receiving a Child's Safety Assessment, a Family will promptly develop a Child's Safety Plan following the process in Article 9.0.
- 11.1.2 A Family may revise or close Safety Plans through the process in Article 9.0.
- 11.1.3 The Child and Family Advocate will promptly review any Child's Safety Plan, revised Safety Plan, and proposal to close a Child's Safety Plan to determine whether the safety risks identified in the Child Safety Assessment are resolved.
- 11.1.4 If the Child and Family Advocate is satisfied that the safety risks identified in the Child Safety Assessment are resolved, the Child and Family Advocate, Family Head, and any Witnesses will sign any Safety Plan, revised Safety Plan, or proposal to close a Safety Plan.
- 11.1.5 A Safety Plan will be closed once the safety risks identified in the Child Safety Assessment are resolved and the Family Head, Child and Family Advocate, and any Witnesses sign the proposal to close the Safety Plan.

### **11.2 SAFETY PLAN CONTENT**

- 11.2.1 A Safety Plan:
  - (a) must resolve the safety risks identified in the Child Safety Assessment;
  - (b) must be reviewed at least once every three (3) months;
  - (c) respecting a Youth, must include specific measures to support the Youth as they become a Young Adult; and
  - (d) will be closed once the Child and Family Advocate determines that the safety risks have been addressed.



11.2.2 A Safety Plan may include any measure or process identified by the Family as being important to foster and support the well-being of a Child, Youth, Young Adult, or Family, including cultural milestones and processes, goals, and measures to support a of a Child, Youth, Young Adult, or Family to thrive.

11.2.3 A Safety Plan may include the following arrangements related to the guardianship, care or custody of a Child including, which may be by agreement, voluntary or mandatory:

- (a) short term changes to the guardianship, care or custody of a Child,
- (b) long term changes to the guardianship, care or custody of a Child,
- (c) sharing of the guardianship, care or custody of a Child,
- (d) arrangements to supervise the individuals with guardianship, care or custody of a Child; and
- (e) arrangements for visiting and caring for a Child.

11.2.4 Safety Plans may provide a Child and Family Advocate with authority to access the Child's home to assess to a greater degree the Child's health and safety. A Child and Family Advocate will consult with the Family Head and request the assistance of an Elder to carry out any home visits.

11.2.5 A Safety Plan may specify that certain Support Measures:

- (a) must be followed by any Other Child and Family Services Provider;
- (b) have the force of law; and
- (c) have the same force as orders made by the British Columbia Provincial Court.

### 11.3 SAFETY PLAN IMPLEMENTATION

11.3.1 The Family Head and Child and Family Advocate will implement a Child's Safety Plan, by working with:

- (i) the Parents of the Child,
- (ii) the Witnesses,
- (iii) any individuals identified by the Family Head, and,



- (iv) if they are of sufficient age and maturity, the Child.
- 11.3.2 The Family Head, Child and Family Advocate, and any Witnesses will communicate with one another regarding any issues which may impact the continued implementation of the Safety Plan.
- 11.3.3 The Family Head or Child and Family Advocate may request the assistance of the Elders, and Attendants, who may take any action that is reasonably necessary in the circumstances to implement a Safety Plan, including entering a place or premises to search for a Child, separation of a Child from their Parents and the use of reasonable force.
- 11.3.4 To the extent that it is consistent with the best interest of the Child, before implementing a Safety Plan involving changes to the guardianship, care or custody of a Child, the Child and Family Advocate will give notice to:
- (a) Council of the Member Nation to whom the Child belongs;
  - (b) the Council of Indigenous Guests, if the Child is and Indigenous Guest; and
  - (c) any Indigenous Governing Body that has informed the South Island Indigenous Authority that they are acting on behalf of an Indigenous group, Community, or people to which the Child belongs.
- 11.3.5 The Child and Family Advocate must ensure that the notice provided pursuant to section 11.3.4 does not contain personal information about the Child, a member of the Child's Family or care provider other than information that is necessary to explain the proposed significant measure.
- 11.3.6 If anyone has care of Child pursuant to a Safety Plan, then they have the following rights and responsibilities unless otherwise stated in a Safety Plan:
- (a) to consent to health care for the Child;
  - (b) to make necessary decisions about the Child's education, spiritual and cultural upbringing; and
  - (c) to exercise any other rights and to carry out any other responsibilities of a Parent of the Child, except the right to consent to the Child's adoption



## 11.4 IMPOSED SAFETY PLANS

- 11.4.1 If the Child and Family Advocate determines that a Safety Plan does not resolve the safety risks identified in the Child Safety Assessment, then they will notify the Family Head, who will call a Family Meeting to revise the Safety Plan.
- 11.4.2 If it is not feasible to hold a Family Meeting to develop or revise a Safety Plan in the timeframe required to resolve the safety risks identified in the Child Safety Assessment, the Family Head may, in their sole discretion, determine a provisional Safety Plan to resolve the safety risks identified in the Child Safety Assessment.
- 11.4.3 If a Family (or Family Head, pursuant to section 11.4.2) is unable or unwilling to develop a Safety Plan that, in the opinion of the Child and Family Advocate, resolves the safety risks identified in the Child Safety Assessment, the Child and Family Advocate will, in their sole discretion, impose a Safety Plan.
- 11.4.4 A Safety Plan imposed by the Child and Family Advocate pursuant to section 11.4.3:
- (a) must be as consistent as possible with a Family's wishes, or any Safety Plan developed by a Family, while ensuring the safety and well-being of the Child;
  - (b) must not include long-term changes to the guardianship, care or custody of a Child;
  - (c) ends when, in the opinion of the Child and Family Advocate:
    - (i) a new Safety Plan developed by a Family includes resolves the safety risks identified in the Child Safety Assessment; or
    - (ii) the safety risks are otherwise resolved without a Safety Plan;
  - (d) must not provide for the separation of a Child who resides with one of the Child's Parents, or another adult member of the Child's Family:
    - (i) solely on the basis of their socio-economic conditions, including poverty, lack of adequate housing or infrastructure or the state of health of their Parent or adult Family member; and





- (ii) unless immediate separation is consistent with the best interests of the Child, or the Child and Family Advocate has made active efforts to have the Child continue to reside with or remain in the care of the Child's Parents, or another adult member of the Child's Family.

11.4.5 If the Child and Family Advocate imposes a Safety Plan that includes the removal of a Child from their Family home, and there is no Receiver identified on a Child's Plan that is capable of ensuring the safety and well-being of the Child in the circumstances then, until an adequate Safety Plan can be developed by the Family:

- (a) the Child will be placed in the care of an individual identified by the Family Head who the Child and Family Advocate determines is capable of ensuring the safety and well-being of the Child in the circumstances; or
- (b) if the Family Head is unable to identify an individual who is capable of ensuring the safety and well-being of the Child in the circumstances the Regional Child and Family Advocate will become responsible for the care of the Child.

11.4.6 If the Regional Child and Family Advocate becomes responsible for the care of the Child, then to the extent that such placement is consistent with the best interests of the Child, they will place the Child according to the following order of priority:

- (a) with one of the Child's Parents;
- (b) the Child's Receiver;
- (c) with Family that the Child has a relationship with;
- (d) with other Family;
- (e) with another adult member of a Child's Community; or
- (f) with an Indigenous adult.

11.4.7 When the order of priority for the placement of a Child is being applied, the possibility of placing the Child with or near children who have the same Parent as the Child, or who are otherwise members of the Child's Family, must be considered in the determination of whether a placement would be consistent with the best interests of the Child.



- 11.4.8 The placement of a Child must take into account the customs and traditions of the Member Nation or other Indigenous Peoples to whom the Child belongs.
- 11.4.9 If the Regional Child and Family Advocate becomes responsible for the care of the Child, then the Child's Safety Plan must provide for a reassessment, conducted on an ongoing basis, of whether it would be appropriate to place the Child with:
- (a) one of the Child's Parents, if they do not live with a Parent; or
  - (b) another adult member of the Child's Family if the Child does not live with such a person and unless the Child resides with a Parent.
- 11.4.10 If the Regional Child and Family Advocate becomes responsible for the care of the Child, then the Child's attachment and emotional ties their Family and Community must be promoted.
- 11.4.11 If a Child is removed by an Other Child and Family Service Provider, the Child may be placed in the custody of the Child's Receiver or, at the request of the Other Child and Family Service Provider, the Regional Child and Family Advocate.

## 12.0 DISPUTE RESOLUTION

### 12.1 DISPUTE RESOLUTION PRINCIPLES

- 12.1.1 Parties to a dispute should first attempt to achieve resolution through informal, open discussions aimed at reaching consensus.
- 12.1.2 Dispute resolution pursuant to this Law will be conducted in accordance with the appropriate applicable cultural protocols and the principles of natural justice.
- 12.1.3 Disputes regarding the content of a Safety Plan will be resolved at a Family Meeting or Longhouse Gathering.
- 12.1.4 The following disputes will be resolved by an Aunties Tribunal:
- (a) disputes involving more than one:
    - (i) Child and Family Services agency providing services pursuant to this Law;



- (ii) Member Nation; or
- (iii) Other Child and Family Services Provider;
- (b) disputes that, in the opinion of a Family Head, are not appropriate to be resolved through a Longhouse Gathering;
- (c) disputes regarding procedural fairness at a Family Meeting or Longhouse Gathering; and
- (d) disputes about the individual who is a Family Head.

## 12.2 AUNTIES TRIBUNAL

- 12.2.1 The Council of each Member Nation may, from time to time, following their own process and according to their own customs and traditions, appoint Elders to the Aunties Council.
- 12.2.2 Members of the Aunties Council will each receive remuneration for their service at a rate which may be established from time to time by the SIIA Directors.
- 12.2.3 Subject to sections 12.2.4 and 12.2.7, the Aunties Council may meet together, adjourn and otherwise regulate their meetings and decision-making processes as they think fit.
- 12.2.4 If a dispute under section 12.1.4 occurs then the parties to the dispute will notify the South Island Indigenous Authority as soon as possible, who will provide a notice of the dispute to the Aunties Council.
- 12.2.5 Within 10 working days of receiving notice of the dispute, the Aunties Council will appoint four (4) members of the Aunties Council to an Aunties Tribunal to consider the issue.
- 12.2.6 Immediately upon the Aunties Council appointing an Aunties Tribunal, the South Island Indigenous Authority will refer the matter to the Aunties Tribunal for resolution.
- 12.2.7 The Aunties Council will select members of the Aunties Tribunal to adjudicate a dispute based on:
  - (a) cultural connection and relationship to the Family that is the subject matter of a dispute;



- (b) freedom from possible conflicts of interest;
- (c) experience and cultural knowledge that is relevant to the issues that form the subject matter of the dispute; and
- (d) availability and capacity to render an expedient decision.

12.2.8 If a member of the Aunties Council has a conflict of interest, then they must recuse themselves from the Aunties Tribunal and must be replaced by an alternate, who will be selected in accordance with section 12.2.7

12.2.9 An Aunties Tribunal will sit only for the purpose of hearing the dispute for which it was constituted and will automatically dissolve upon conclusion of the hearing.

12.2.10 While an Aunties Tribunal has a broad discretion to determine the appropriate dispute resolution procedure in accordance with the applicable cultural protocols, and the specific circumstances of the dispute, each Aunties Tribunal must comply with the following procedures:

- (a) the Aunties Tribunal will meet as soon as possible following the referral of a dispute;
- (b) all parties involved in the dispute may appoint a Speaker, to represent their interests before the Aunties Tribunal;
- (c) all parties involved in the dispute may identify one or more Witnesses to listen to, and remember proceedings, in order to ensure accountability and that correct information will be passed on;
- (d) all parties will be given reasonable written notice of the date, time and place of meetings of the Aunties Tribunal; and
- (e) each party will have full opportunity to make oral submissions, provide written submissions, provide witness testimony and documentary evidence, and question the other party's witnesses.

12.2.11 The Aunties Tribunal will deliberate in closed session and will reach a decision by consensus.

12.2.12 The decision made by an Aunties Tribunal is final.



12.2.13 Within 5 working days of the hearing, the Aunties Tribunal will provide written reasons for its decision to the South Island Indigenous Authority, and the South Island Indigenous Authority will distribute copies of the decision to all parties, and to such other individuals as the Aunties Tribunal deems appropriate and/or necessary.

## **13.0 INFORMATION AND CONFIDENTIALITY**

### **13.1 PROTECTING INFORMATION**

13.1.1 All personal information obtained under this Law is confidential.

13.1.2 A person must not disclose information obtained under this Law unless such disclosure is:

- (a) to the individual to whom the information relates;
- (b) made with the consent of the individual to whom the information relates;
- (c) necessary to ensure the safety and well-being of a Child;
- (d) necessary to ensure the safety of a person, other than a Child;
- (e) necessary to plan or provide services for a Child or Young Adult;
- (f) required by a court order;
- (g) necessary to carry out the purposes of this Law;
- (h) to the Speaker for a party to any dispute resolution process; or
- (i) authorized, by regulation.

### **13.2 OBTAINING INFORMATION**

13.2.1 The South Island Indigenous Authority may collect and use personal information to provide services under this Law.

13.2.2 If the South Island Indigenous Authority requests personal information that is in the custody or control of a person or public body on the basis that such information is reasonably necessary to ensure the safety and well-being of a Child, the custodian of such information must, unless it is subject to a claim of



privilege based on a solicitor-client relationship, immediately provide it to the South Island Indigenous Authority.

13.2.3 The South Island Indigenous Authority will, as soon as reasonably possible, inform any individual whose personal information is disclosed pursuant to section 13.2.2:

- (a) the personal information that was collected,
- (b) the reason that the personal information was requested, and
- (c) the protocols in place to ensure that the information remains confidential.

13.2.4 If an Other Child and Family Services Provider investigates or assesses the safety or well-being of a Child, then they must immediately provide the Child Safety Team with a complete copy their findings and all documents related to the investigation.

### **13.3 INFORMATION OBTAINED UNDER THIS LAW**

13.3.1 A person who contravenes section 13.1.2 commits an offence.

13.3.2 Sections 13.1.1 to 13.3.1 applies despite any federal or provincial law.

13.3.3 A federal or provincial law is of no force and effect if it:

- (a) requires disclosure of information obtained under this Law in a manner that is inconsistent with section 13.1.2; or
- (b) prohibits disclosures of information in a manner that is inconsistent with section 13.2.2.

13.3.4 No liability attaches to any other person who discloses or communicates information in accordance with this Law if the disclosure or communication is made in the administration of this Law and for the safety and well-being of a Child.

## **14.0 COMING INTO FORCE AND AMENDMENT**

14.1.1 This Law comes into force upon the latter of:

- (a) unanimous approval by Resolution of each Member Nation;



- (b) the effective date of a Coordination Agreement signed by each Member Nation; or
- (c) a date specified in a Resolution pursuant to subsection (a).

14.1.2 This Law may be amended by a process established by the South Island Indigenous Authority.

14.1.3 Subject to section 14.1.4, any amendment to this Law will be subject to unanimous support by Resolution, from each of the Member Nations.

14.1.4 Unanimous support from each of the Member Nations is not required for revisions to this Law that do not change the substance of this Law, on notice to the Member Nations the South Island Indigenous Authority may, from time to time, revise this Law. Such revisions include:

- (a) a reference in this Law to a clause in another act or document that was amended and resulted in clause renumbering;
- (b) a reference in this Law to an act or parts thereof that have expired, have been repealed or suspended;
- (c) changes in this Law as are required to reconcile seeming internal inconsistencies or inconsistencies with other enactments;
- (d) minor improvements in the language as may be required to bring out more clearly the intention of the Law without changing the substance of this Law; and
- (e) correcting editing, grammatical or typographical errors.

## **15.0 GENERAL**

### **15.1 INDEMNIFICATION**

15.1.1 The South Island Indigenous Authority will indemnify:

- (a) a present or former member of the Representative Council, SIIA Director, or member of the Aunties Council or member of the Council of Indigenous Guests;



- (b) a person who acts or has acted at the request of the South Island Indigenous Authority or Aunties Council;
- (c) an employee or former employee of the South Island Indigenous Authority, Aunties Council, or Chief and Council of any Member Nation, and
- (d) the heirs, estate and trustees of a person referred to in (a), (b), or (c),

against costs, charges and expenses, including any amount paid to settle an action or satisfy a judgment, reasonably incurred by that person with respect to a civil, criminal or administrative action or proceeding to which that person is made a party by reason of holding such a position, if that person acted honestly, in good faith, without negligence, and with a view to the best interests of the South Island Indigenous Authority and the Children, Young Adults and Families which it serves, and in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, if that person had reasonable grounds for believing that the conduct that is the subject of the action or proceeding was lawful.

## 15.2 OFFENCES

15.2.1 This Law incorporates by reference the processes and procedures set out in the *Offence Act*, RSBC 1996, c 338 subject to such modifications as are required for consistency with this Law and other applicable Laws, and the following rules of interpretation:

- (a) without restricting the application of the rules under this section, necessary changes on points of detail may be made to any provision of the *Offence Act* to ensure compliance with the terminology and procedures outlined in this Law and other applicable Laws;
- (b) for certainty, if this Law modifies a section of the *Offence Act*, and the same section is referenced in additional sections of the *Offence Act* that apply to this Law, the applicable section must be interpreted subject to the modifications provided under this Law;
- (c) if a defined term has different meanings under the applicable sections of the *Offence Act* and this Law, the definition for the term provided under this Law prevails;





- 15.2.2 Section 5 of the *Offence Act* RSBC 1996, c 338 [general offence] does not apply to this Law.
- 15.2.3 A person who contravenes this Law by doing an act it forbids, or omitting to do an act that it requires, commits an offence under this Law.
- 15.2.4 Where there is no specified penalty under this Law, the maximum fine or administrative penalty for an offence will not be greater than the general limit for offences under the *Offence Act*.

### 15.3 SEVERABILITY

- 15.3.1 If a court of competent jurisdiction determines that a provision of this Law is invalid for any reason, such determination will not affect the validity of the remaining portions of this Law. The provision will be read down or severed from the Law, if necessary, and the remaining provisions of this Law will remain in full force and effect.

### 15.4 INTERPRETATION

- 15.4.1 Where a provision in this Law is expressed in the present tense, the provision applies to the circumstances as they arise.
- 15.4.2 Words in this Law that are in the singular include the plural, and words in the plural include the singular.
- 15.4.3 This Law must be construed as being remedial and must be given such fair, large and liberal construction and interpretation as best ensures the attainment of its objectives, in accordance with its guiding principles.
- 15.4.4 Reference in this Law to an enactment is a reference to the enactment as it exists from time to time and includes any regulations made under the enactment.
- 15.4.5 Headings form no part of this Law and must be construed as being inserted for convenience of reference only.
- 15.4.6 In this Law the use of “includes” and “including” are not intended to be limiting.
- 15.4.7 In this Law, unless the context otherwise requires, the singular includes the plural.



## APPENDIX A

### Languages

Terms in the languages of the Member Nations which correspond to terms, concepts or principles in the Law, are shown below, and may be updated, expanded or changed by regulation.

When delivering services to a Child, Young Adult or Family, the language of the Member Nation, to whom that Child, Young Adult or Family belongs will be given priority when interpreting the Law.

Language	Principle
English	<b><i>“Children are Sacred”</i></b>
SENĆOŦEN	STĪELIŦĪĶĒĒ - children SXÁ,XE - sacred
ləkʷəŋən	To be consulted on
diiʔdiitidq	To be consulted on
Hul’qumi’num	Mukw’ smuneem tst ‘o’ xe’xe

Language	Principle
English	<b><i>“Family is the center of everything”</i></b>
SENĆOŦEN	ŚWELOŦE
ləkʷəŋən	Sche’chu/ sche’le’chu
diiʔdiitidq	čawisuqʷaab/ baʔas (family group)
Hul’qumi’num	‘ts’lh’a’amtim’



Language	Principle
English	<b><i>“It takes a community to raise a child”</i></b>
SENĆOŦEN	To be consulted on
ləkʷəŋən	To be consulted on
diiʔdiitidq	To be consulted on
Hul'qumi'num	To be consulted on

Language	Principle
English	<b><i>“We are all related/ we are all one”</i></b>
SENĆOŦEN	EKÁTEL (we are all connected)
ləkʷəŋən	To be consulted on
diiʔdiitidq	Hišuk ma ćawak (everything is one)
Hul'qumi'num	To be consulted on

Language	Principle
English	<b><i>“A sense of self and sense of belonging is essential”</i></b>
SENĆOŦEN	To be consulted on
ləkʷəŋən	To be consulted on
diiʔdiitidq	To be consulted on
Hul'qumi'num	To be consulted on

Language	Principle
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English	“Respect”
SENĆOTEN	ÁTOL - respect for the rights of others
ləkʷəŋən	To be consulted on
diiʔdiitidq	duubiiyuqʷeeyiʔ ʔiisaak. - Respect all people
Hul'qumi'num	'si'emstuhw

Language	Principle
English	“Sharing, supporting, and helping one another”
SENĆOTEN	ĆANEUEL OL translates as “working together”
ləkʷəŋən	Gwen'an'á'tŋ - helping one another
diiʔdiitidq	ʔuʔsaʔt,- good to each other
Hul'qumi'num	Hw'uywulh - sharing/ supporting

Language	Principle
English	“Love”
SENĆOTEN	STI - love ŚWELI,IŌEN -kind and generous people
ləkʷəŋən	To be consulted
diiʔdiitidq	To be consulted –yaʔakmis?
Hul'qumi'num	nu stli' ch



Language	Principle
English	<b>“One heart, one mind”</b>
SENĆOTEN	NEŦ,OMET
ləkʷəŋəŋ	<i>Nétsamaát</i>
diiʔdiitidq	<i>To be consulted</i>
Hul’qumi’num	nuts’amaat shqwaluwun

Language	Principle
English	<b>“Blanketing/ lifting someone up”</b>
SENĆOTEN	<i>To be consulted</i>
ləkʷəŋəŋ	<i>To be consulted</i>
diiʔdiitidq	<i>To be consulted</i>
Hul’qumi’num	<i>To be consulted</i>



## APPENDIX B

### Member Nations' Territories

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