

**Namês Sâkahikan Sitoskatowin**

**STURGEON LAKE CREE NATION**

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**PREAMBLE:**

“As long as the sun shines, the grass grows, the waters flow, and until such time as Yidah should reverse.”

**Whereas:**

The spirit and intent of this document is to affirm the inherent right to self-determination for the Nehiwayak of Namês Sâkahikan, which includes the exclusive jurisdiction to the care and protection of our most vulnerable members; our Awasisak and Families.

The Namês Sâkahikan Sitoskatowin was developed and implemented by the Nehiwayak of Namês Sâkahikan with the infusion of kihci-manitow and the laws given to our ancestors that are kept and passed down to us by our elders:

- Sakihiwewin – Love
- Manacihtowin – Respect
- Sohkeyimowin – Courage
- Kwayask itatisiwin -Honesty
- Iyinisowin - Wisdom
- Tapahtêyimisowin - Humility
- Tapwewin – Truth, and, most importantly,
- Wahkotowin – We are all connected

**And Whereas:**

It is affirmed that this law was developed as an act of resiliency; and that our traditional and cultural ways of caring for our Families and Awasisak since time immemorial have prevailed despite 150 years of broken promises.

And it is affirmed that this law was developed as an act of sovereignty over our Awasisak and Families.

The Nehiyawak of Namês Sâkahikan remember that we are all connected and that together as a nation, and in relation with all other first nations, we are responsible for and will take back the care of our Families and Awasisak, an inherent right that was

never relinquished and will never be extinguished.

**Therefore, be it resolved**

Sturgeon Lake Cree Nation, with the approval of its Nehiwayak, enacts as follows:

**1.0 CITATION**

1.1 This Law will be cited as the “*Namês Sâkahikan Sitoskatowin*”.

**2.0 INTERPRETATION AND DEFINITIONS**

2.1 In this Law unless the context otherwise requires:

- (a) the singular includes the plural;
- (b) a reference to one gender includes reference to other genders; and
- (c) “will” is imperative.

2.2 In this Law, the following terms will have the meanings hereinafter ascribed to them, namely:

- (a) “Approval Resolution” means a resolution passed by Council setting out the process by which the Nehiwayak may approve the Law, including any amendments to the Law;
- (b) “Awasis” or “Awasisak” means a person or persons respectively under the age of 26 years:
  - (i) who is a Nehiyaw, or is entitled to become a Nehiyaw; or
  - (ii) to whom this Law applies pursuant to a Coordination Agreement;
- (c) “Awasis and Family Services” means social services to support Awasisak and Families, including Prenatal Services, Preventive Services, and Awasis Protection Services;
- (d) “Awasis and Family Services Program” means the components of the program set out in section 14;
- (e) “Awasis Protection Services” means any service provided to an

Awasis who is in the Custody of the Onisohkamakewak;

- (f) “Care Home” means a place that provides contracted care to an Awasis in the Custody of the Onisohkamakewak or an authority responsible for the administration of Awasis protection legislation in another province or territory of Canada and includes a secure home, a provincial foster home and a group home, but does not include a facility that primarily provides medical care, educational services or correctional services;
- (g) “Care Provider” means a person who has primary responsibility for providing the day-to-day care of an Awasis, other than the Awasis’s Parents, including persons who are Care Providers in accordance with the customs or traditions of Namês Sâkahikan;
- (h) “*Charter of Rights and Freedoms*” means Part 1 of *The Constitution Act, 1982*;
- (i) “Coordination Agreement” means an agreement as defined in the Federal Act, and includes a funding agreement;
- (j) “Council” means the duly elected Namês Sâkahikan Chief and Council;
- (k) “Court” includes any federal, provincial, or Indigenous administrative tribunal or court;
- (l) “Cultural Continuity Plan” means a plan that addresses how cultural continuity with Namês Sâkahikan as set out in section 12.3 will be respected, supported and preserved;
- (m) “Custody” includes guardianship;
- (n) “Customary Care” means Preventive Services provided pursuant to section 14.6;
- (o) “Day” means a calendar day ending at midnight, Alberta time; “Dispute Resolution Tribunal” or “Tribunal” means the Dispute Resolution Tribunal established by this Law;
- (p) “Enacting Resolution” means a Resolution passed by Council

enacting the Law;

- (q) “Family” means the following:
  - (i) certain relatives of the Awasis, namely the mother, father, siblings, grandparents, cousins, aunts and uncles, whether by blood, cultural adoption, or marriage;
  - (ii) any person who, prior to the involvement of the Onisohkamakewak, assumed substantial responsibility for raising the Awasis; and
  - (iii) persons identified by the Awasis or other Nehiwayak;
- (r) “Federal Act” means *An Act respecting First Nations, Inuit and Metis Awasisak, Youth and Families* SC 2019 Chap. 24 as am.;
- (s) “First Nation” means a band as defined in the *Indian Act* RSC 1985 c. I-5;
- (t) “IGB” means an indigenous governing body as defined in the Federal Act, and includes Council;
- (u) “IGB” means an indigenous governing body as defined in the Federal Act, and includes Council
- (v) “IGB Agreement” means an agreement between Council and the IGB of an Indigenous Community to provide reciprocal Awasis and Family Services to their respective members;
- (w) “Indigenous” when used in respect of a person, also describes a First Nations person, an Inuk or a Metis person;
- (x) “Intervention Services” means any services, including Awasis Protection Services, provided to an Awasis or Family under this Law, except approval of Care Homes;
- (y) “Indigenous Community” means an Indigenous group, community, or people that holds rights recognized and affirmed by section 35 of *The Constitution Act, 1982*;
- (z) “kanisokamakitwaw” means to remove an Awasis from the Custody of a person and place the Awasis in the Custody of the

Onisohkamakewak;

- (aa) “Law” means *Namês Sâkahikan Sitoskatowin* and any Regulations and Resolutions passed under it;
- (bb) “Mediation” includes sharing circles, healing circles, and talking circles
- (cc) “Minister” means a minister of federal or provincial social services, as the case may be;
- (dd) “Minor Parent” means a Parent under the age of 18;
- (ee) “Namês Sâkahikan” means Sturgeon Lake Cree Nation;
- (ff) “Nehiyaw” and “Nehiwayak” mean any person or persons respectively whose name or names appear or are entitled to appear on the membership list of Namês Sâkahikan;
- (gg) “Onisohkamakewak” means either the Office of Onisohkamakewak of Awasis and Family Services established in Section 7, or the person leading it, depending on the context;
- (hh) “Parent” means:
  - (i) the mother of an Awasis, whether biological or by custom;
  - (ii) the father of an Awasis, whether biological or by custom; or
  - (iii) a person who, by Court order or agreement with the Parent, has Custody of the Awasis; but does not include the Onisohkamakewak;
- (ii) “Peace Officer” means a member of a Police Service;
- (jj) “Police Service” means
  - (i) the Royal Canadian Mounted Police;
  - (ii) any provincial or municipal police service established by statute; or
  - (iii) a police service on the Reserve established by Resolution;

- (kk) “Prenatal Services” means services provided to an expectant mother;
- (ll) “Preventive Services” means services offered to Awasisak at risk of intervention and their Families in order to keep Awasisak and Families together, and includes Customary Care, counseling, guidance, supportive, educational, recreational, cultural, spirituals, wellbeing and emergency shelter services, including related financial or material assistance, in order to aid in the resolution of family matters which if unresolved may create an environment requiring intervention;
- (mm) “Reserve” means any tract of land set apart by Treaty or otherwise designated for the use and benefit of Namês Sâkahikan;
- (nn) “Resolution” means a motion or resolution duly passed by Council;
- (oo) “Services” includes financial assistance;
- (pp) “*The Constitution Act, 1982*” means Schedule B to the *Canada Act 1982 c.11 (U.K.)*
- (qq) “Youth” means an Awasis between the ages of 18 and 26.

### **3.0 PURPOSES OF THE LAW**

#### 3.1 The purposes of this Law are to:

- (a) affirm the sovereignty, inherent rights, and legal authority of Namês Sâkahikan over Awasis and Family Services for their Nehiwayak;
- (b) set out the duties and powers of the Nehiwayak in creating and amending this Law;
- (c) set out the duties, powers, and liabilities of Council in administering this Law;
- (d) establish the Office of Onisohkamakewak of Awasis and Family Services to provide the Awasis and Family Services Program;
- (e) set out the principles applicable to the interpretation of this Law and the operation of the Awasis and Family Services Program;
- (f) outline the components of the Awasis and Family Services Program;

- (g) establish the Office of the Independent Representative to provide assistance and support to Nehiwayak and their Awasisak involved in the Awasis and Family Services Program, and in proceedings before the Dispute Resolution Tribunal;
- (h) establish the Dispute Resolution Tribunal and set out its jurisdiction and powers over disputes regarding the operation of the Awasis and Family Services Program;
- (i) establish the Office of Advancement to, among other things, review, support, and recommend improvements both to the administration of the Law, and the Law itself; and
- (j) other related purposes.

#### **4.0 SOVEREIGNTY, INHERENT RIGHTS, AND LEGAL AUTHORITY**

##### **4.1 Affirmation**

The sovereign jurisdiction of Namês Sâkahikan includes the inherent right and legal authority to create, administer, and enforce laws in relation to Awasis and Family Services.

##### **4.2 Dispute Resolution Mechanisms**

For greater certainty and for the purposes of section 4.1, the legal authority to create, administer, and enforce laws includes the authority to provide for dispute resolution mechanisms.

##### **4.3 Application of Canadian Charter of Rights and Freedoms and UNDRIP**

- (a) the *Charter of Rights and Freedoms* applies to Namês Sâkahikan in the exercise of its jurisdiction in relation to Awasis and Family Services; and
- (b) the *United Nations Declaration on the Rights of Indigenous Peoples* applies to Namês Sâkahikan in relation to Awasis and Family Services.

##### **4.4 Scope of Law**

- (a) this Law and the Awasis and Family Services Program will apply to all Nehiwayak and their Awasisak, whether they are residing on

or off Reserve; and

- (b) this Law and the Awasis and Family Services Program may apply to all other persons residing on Reserve pursuant to a Coordination Agreement, or an IGB Agreement.

## **5.0 POWERS AND DUTIES OF THE NEHIWAYAK**

5.1 Every Nehiyaw of NamêS Sâkahikan has a role to play in the life of an Awasis, and a responsibility to ensure that an Awasis is given the opportunity to enjoy the benefits of their culture, and flourish and thrive, physically, emotionally, spiritually, and psychologically.

5.2 in particular, under this Law, Nehiwayak have the following powers and duties:

- (a) to approve this Law, and any proposed amendments to it; and
- (b) in accordance with section 14.5, to notify the Onisohkamakewak about an Awasis or Family who may be in need of Preventive or other Services.

## **6.0 POWERS, DUTIES AND LIMITATIONS OF COUNCIL**

- (a) Council has, in accordance with the powers, duties, and limitations set out in this Law, responsibility and accountability to the Nehiwayak for the administration of this Law; and
- (b) nothing in this Law will be construed so as to allow Council or Council members to make any decisions about Awasisak in the Custody of the Onisohkamakewak.

## **7.0 OFFICE OF ONISOHKAMAKEWAK OF AWASIS AND FAMILY SERVICES**

### **7.1 Office Established**

- (a) an Office to be known as the Office of Onisohkamakewak of Awasis and Family Services is established;
- (b) the Chief Administrative Officer of the Office, to be known as the Onisohkamakewak, will be appointed by Resolution for a term of not less than 3 years, and they will receive financial

- compensation and benefits as set out in the Resolution;
- (c) the Office of Onisohkamakewak has the capacity and, subject to this Law and any Resolutions, the rights, powers, and privileges of a natural person;
  - (d) the Office of Onisohkamakewak will maintain an office at a place or places to be determined by Resolution;
  - (e) the fiscal year of the Office of Onisohkamakewak will run from April 1<sup>st</sup> of each year to March 31<sup>st</sup> of the following year;
  - (f) subject to this Law, Resolutions may be passed:
    - (i) expanding or clarifying the powers, and duties to be exercised by the Office of Onisohkamakewak; or
    - (ii) imposing limits on the powers, and duties to be exercised by the Office of Onisohkamakewak.

## **7.2 Powers and duties of the Onisohkamakewak**

7.2.1 The powers and duties of the Onisohkamakewak are to create and lead an organization to:

- (a) advocate for, develop, and deliver the Awasis and Family Services Program, including Awasis and Family Services and approval of Care Homes for the Awasisak and Families of Nehiwayak both on and off Reserve, in accordance with this Law, and in such a manner that is Namês Sâkahikan specific, Namês Sâkahikan determined, and Namês Sâkahikan based;
- (b) to the extent permitted by Provincial law, develop and deliver an Awasis and Family Services Program, including Awasis and Family Services and approval of Care Homes, for the children and families of persons who are resident on Reserve but are not Nehiwayak, in a manner that respects their familial, cultural, social and religious heritage and beliefs;
- (c) negotiate, enter into, administer, and generally deal with Awasis and Family Services agreements affecting Awasisak and Families of Nehiwayak, with the various levels of government and the private sector;

- (d) negotiate, enter into, administer, and generally deal with agreements affecting the children and families of persons who are resident on the Reserve but are not Nehiwayak, with the various levels of government and the private sector;
- (e) act as the representative of Namêš Sâkahikan before the Dispute Resolution Tribunal, in the Courts, and with all levels of government for the review, advocacy, development, and implementation of:
  - (i) this Law;
  - (ii) the calls to action of the Truth and Reconciliation Commission and Missing and Murdered Indigenous Women and Girls Commission;
  - (iii) the Articles of the United Nations Declaration of the Rights of Indigenous Peoples;
  - (iv) the existing and ongoing findings and orders of the Canadian Human Rights Tribunal in relation to Indigenous children;
  - (v) Jordan's Principle; and
  - (vi) other entities as may be determined by Resolution;
- (f) liaise with non-indigenous, Metis, and non-status indigenous people as individuals or groups to improve Awasis and Family programs and services;
- (g) obtain from Namêš Sâkahikan, other Indigenous Communities, Provinces and Canada, records and information pertaining to Nehiwayak and Awasisak;
- (h) prepare annual financial statements in accordance with generally accepted accounting principles and provide them to Namêš Sâkahikan, along with a written report to Namêš Sâkahikan outlining the activities of the Onisohkamakewak in the previous year;
- (i) subject to this Law, exercise any other responsibilities necessary, suitable, proper, convenient, or incidental to the achievement of

the purposes of the Law.

7.2.2 Nothing in the above will be construed so as to abrogate or derogate from the inherent rights, treaty rights, and aboriginal rights of Namêš Sâkahikan.

### **7.3 Office of the Onisohkamakewak Funding**

- (a) Namêš Sâkahikan will transfer money payable to it under a Coordination Agreement to the Office of Onisohkamakewak for the purposes of these responsibilities;
- (b) the Office of Onisohkamakewak may also receive funding directly from the federal government or provincial governments; and
- (c) the Office of Onisohkamakewak may also receive funding directly from any agencies, entities or Indigenous Communities.

### **7.4 Borrowing and Guarantees**

- (a) the Office of Onisohkamakewak will not borrow money except in accordance with a Resolution; and
- (b) the Office of Onisohkamakewak will not give financial guarantees.

### **7.5 Indemnification**

- (a) Namêš Sâkahikan will indemnify:
  - (i) a present or former Onisohkamakewak;
  - (ii) a person who acts or has acted at the request of the Onisohkamakewak,
  - (iii) an employee or former employee of the Office of Onisohkamakewak; and
  - (iv) the heirs, estate and trustees of a person referred to in clause (i), (ii), or (iii),

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 and with a view to the best interests of the Office of Onisohkamakewak, 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.

- (b) the Office of Onisohkamakewak will not provide indemnities other than those:
  - (i) authorized by subsection (a); or
  - (ii) provided in accordance with a Resolution.

## **8.0 OFFICE OF THE INDEPENDENT REPRESENTATIVE**

### **8.1 Office Established**

- (a) an Office to be known as the Office of the Independent Representative is established;
- (b) the leader of the Office, to be known as the Independent Representative, will be appointed by Resolution for a term of not less than 3 years, and they will receive financial compensation and benefits as set out in the Resolution;
- (c) the Office of the Independent Representative has the capacity and, subject to this Law and any Resolutions, the rights, powers, and privileges of a natural person;
- (d) the Office of the Independent Representative will maintain an
- (e) office at a place or places to be determined by Resolution;
- (f) the fiscal year of the Office of the Independent Representative will run from April 1<sup>st</sup> of each year to March 31<sup>st</sup> of the following year;
- (g) subject to this Law, Resolutions may be passed:
  - (i) expanding or clarifying the powers, and duties to be exercised by the Office of the Independent Representative; or
  - (ii) imposing limits on the powers, and duties to be exercised by the Office of the Independent Representative.

## 8.2 Powers and Duties of the Independent Representative

8.2.1 The powers and duties of the Independent Representative are to create and lead an organization to:

- (a) advocate for Awasisak and Families who become involved in the Awasis and Family Services Program, and before the Dispute Resolution Tribunal, to ensure that their voices are heard; and
- (b) carry out investigations as set out below:

### **Investigation by Office of the Independent Representative**

- (i) subject to subsections (iii) and (iv), the Office of the Independent Representative will investigate any decision or recommendation made, or any Law done or omitted, by any person relating to the operation of the Awasis and Family Services Program.
- (ii) subject to subsections (iii) and (iv), the Office of the Independent Representative may make such an investigation either on a complaint made to it by any person or on its own initiative.
- (iii) nothing in this Law authorizes the Office of the Independent Representative to investigate any decision, recommendation, Law or omission in respect of which there is under this Law a right of review to the Dispute Resolution Tribunal.
- (iv) the Office of the Independent Representative may summarily dismiss any complaint that it adjudges to be:
  - i) Frivolous;
  - ii) vexatious; or
  - iii) unrelated to the operation of the Awasis and Family Services Program.
- (v) at the conclusion of an investigation, the Office of the

Independent Representative will make a report of their findings, decision, and recommendations, if any and send it to the complainant, if any, the person investigated, the Onisohkamakewak, and Council. However, the Office of the Representative does not have the power to vary or reverse the decision, recommendation or omission which was investigated.

- (c) prepare annual financial statements in accordance with generally accepted accounting principles and provide them to Namês Sâkahikan , along with a written report to SLCN outlining the activities of the Office of the Independent Representative in the previous year;
- (d) subject to this Law, exercise any other responsibilities necessary, suitable, proper, convenient or incidental to the achievement of the purposes of the Law.

8.2.2 Nothing in the above will be construed so as to allow the Office of the Representative to make decisions about Awasisak in the Custody of the Onisohkamakewak.

### 8.3 **Office of the Independent Representative Funding**

- (a) Namês Sâkahikan will transfer money payable to it under a Coordination Agreement to the Office of the Independent Representative for the purposes of these responsibilities;
- (b) the Office of the Independent Representative may also receive funding directly from the federal government or provincial governments; and
- (c) the Office of the Independent Representative may also receive funding directly from any agencies, entities or Indigenous Communities.

### 8.4 **Borrowing and Guarantees**

- (a) the Office of the Independent Representative will not borrow money except in accordance with a Resolution; and
- (b) the Office of the Independent Representative will not give financial guarantees.

## 8.5 Indemnification

8.5.1 Namês Sâkahikan will indemnify:

- (a) a present or former Independent Representative;
- (b) a person who acts or has acted at the request of the Independent Representative;
- (c) an employee or former employee of the Office of the Independent Representative; and
- (d) the heirs, estate and trustees of a person referred to in subsections (i), (ii), or (iii),

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 and with a view to the best interests of the Office of the Independent Representative, 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.

8.5.2 the Office of the Independent Representative will not provide indemnities other than those:

- (i) authorized by subsection (a); or
- (ii) provided in accordance with a Resolution.

## 9.0 DUTY OF CARE

The Office of Onisohkamakewak, the Office of the Independent Representative, the Dispute Resolution Tribunal, the Office of Advancement and their employees will, in exercising powers and performing their duties;

- (i) act honestly and in good faith and with a view to the best interests of Awasisak;

- (ii) exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances; and
- (iii) avoid conflicts of interest.

## **10.0 COMPLIANCE WITH LAW**

- (a) all persons involved in the operation of this Law will comply with this Law; and
- (b) any contract or Resolution conflicting with this Law is void and of no effect.

### **10.1 Disclosure of Information**

- (a) Council may request from the Office of Onisohkamakewak, or the Office of the Representative any information, except for information about specific Awasisak and Families, that the Council considers necessary, and the Onisohkamakewak and Independent Representative will disclose the information in the form and manner determined by the Council.
- (b) Subject to subscription (a), the Onisohkamakewak and the Independent Representative will allow the Council's representative to:
  - i) inspect and make copies of all records, accounts, reports, and other documents for the Council and, in the case of an electronic documents, make or cause to be made a printout of the electronic document; and
  - ii) otherwise review the operation of the Onisohkamakewak and Independent Representative.

## **11.0 FINANCIAL RESOLUTIONS**

Council may make Resolutions:

- (a) respecting the borrowing of money;
- (b) respecting indemnities, any terms and conditions of an indemnity, and the circumstances and manner in which an indemnity may be given;

- (c) respecting appointment, remuneration, termination, and other contractual terms and conditions of the Onisohkamakewak and Independent Representative; and
- (d) requiring the Onisohkamakewak and Independent Representative to prepare records and accounts and to provide them to the Council, and respecting those records and accounts.

## **12.0 PRINCIPLES AND REQUIREMENTS OF THE AWASIS AND FAMILY SERVICES PROGRAM**

### **12.1 Best Interests of the Awasis**

This Law is to be interpreted and administered in accordance with the principle of the best interests of the Awasis. In particular:

- (a) the best interests of the Awasis will be a primary consideration in the making of decisions or the taking of actions in the context of the provision of Awasis and Family Services in relation to an Awasis; and
- (b) when kanisokamakitwaw an Awasis, primary consideration will be given to the Awasis's physical, emotional, and psychological safety, security and well-being, as well as to the importance, for that Awasis, of having an ongoing relationship with their Family and of preserving the Awasis's connections to NamêS Sâkahikan.

### **12.2 Factors to be Considered**

To determine the best interests of a Awasis, all factors related to the circumstances of the Awasis will be considered, including:

- (a) the Awasis's cultural, linguistic, religious, and spiritual upbringing and heritage;
- (b) the Awasis's needs, given the Awasis's age and stage of development, such as the Awasis's need for stability;
- (c) the nature and strength of the Awasis's relationship with the Awasis's Parent, the Care Provider, and any Family member who plays an important role in the Awasis's life;

- (d) the importance to the Awasis of preserving the Awasis's cultural identity and connections to Namêš Sâkahikan ;
- (e) the Awasis's views and preferences, giving due weight to the Awasis's age and maturity, unless they cannot be ascertained;
- (f) any plans for the Awasis's care, including care in accordance with the customs or traditions of Namêš Sâkahikan ;
- (g) any Family violence and its impact on the Awasis, including whether the Awasis is directly or indirectly exposed to the Family violence as well as the physical, emotional and psychological harm or risk of harm to the Awasis; and
- (h) any civil or criminal proceeding, order, condition, or measure that is relevant to the safety, security and well-being of the Awasis.

### 12.3 Cultural Continuity

This Law is to be interpreted and administered in accordance with the principle of cultural continuity as reflected in the following concepts:

- (a) cultural continuity is essential to the well-being of a Awasis, a Family, and Namêš Sâkahikan ;
- (b) the transmission of the languages, cultures, practices, customs, healing practices, traditions, ceremonies, and spirituality, and the knowledge of Kokums and Moshums, is integral to cultural continuity;
- (c) a Awasis's best interests are often promoted when the Awasis resides with Nehiwayak of the Awasis's Family and the culture of Namêš Sâkahikan is respected;
- (d) Awasis and Family Services provided in relation to a Awasis are to be provided in a manner that do not contribute to the assimilation of Namêš Sâkahikan or to the destruction of the culture of Namêš Sâkahikan; and
- (e) the characteristics and challenges of the place where an Awasis and a Family are located are to be considered.

## 12.4 Substantive Equality

This Law is to be interpreted and administered in accordance with the principle of substantive equality as reflected in the following concepts:

- (a) the rights and distinct needs of an Awasis with a disability are to be considered in order to promote the Awasis's participation, to the same extent as other Awasisak, in the activities of the Awasis's Family or Namês Sâkahikan;
- (b) an Awasis will be able to exercise their rights under this Law, including the right to have their views and preferences considered in decisions that affect them, and the Awasis will be able to do so without discrimination, including discrimination based on sex or gender identity or expression;
- (c) a Awasis's Family member will be able to exercise their rights under this Law, including the right to have their views and preferences considered in decisions that affect the Family member, and they will be able to do so without discrimination, including discrimination based on sex or gender identity or expression;
- (d) the Onisohkamakewak will consider the rights of Nehiwayak under this Law, including the right to have the views and preferences of the Nehiwayak considered in decisions that affect the Nehiwayak; and
- (e) in order to promote substantive equality between Awasisak and other children, a jurisdictional dispute will not result in a gap in the Awasis and Family Services that are provided in relation to Awasisak.

## 12.5 Provision of Services

Awasis and Family Services provided in relation to an Awasis are to be provided in a manner that:

- (a) takes into account the Awasis's needs, including with respect for the Awasis's physical, emotional and psychological safety, security, and well-being;
- (b) takes into account the Awasis's culture and beliefs;

- (c) allows the Awasis to know their Family origins; and
- (d) promotes substantive equality between the Awasis and other Awasisak.

## 12.6 **Notice**

When providing Awasis and Family Services, to the extent that doing so is consistent with the best interests of the Awasis, before taking any significant measure in relation to the Awasis, the Onisohkamakewak will provide notice of the measure to the Awasis's Parents, the Care Provider, if different, and the Independent Representative.

## 12.7 **Representations and Party Status**

In the context of a civil proceeding of any kind in front of any Court in respect to the provision of Awasis and Family Services in relation to an Awasis:

- (a) the Awasis's Parents and the Care Provider have the right to make representations and to have party status; and
- (b) the Onisohkamakewak, the Independent Representative, and Council have the right to make representations.

## 12.8 **Priority to Preventive Services**

In the context of providing Awasis and Family Services in relation to an Awasis, to the extent that providing Preventive Services to support the Awasis's Family is consistent with the best interests of the Awasis, the provision of those services are to be given priority over other services. The Onisohkamakewak will coordinate with other Namês Sâkahikan service providers to ensure there is no duplication of existing Preventive Services.

## 12.9 **Priority to Prenatal Services**

Prenatal Services are to be given priority over other services in order to prevent the kanisokamakitwaw of the Awasis at the time of the Awasis's birth.

The Onisohkamakewak will coordinate with other Namês Sâkahikan service providers to ensure there is no duplication of existing Prenatal Services.

## 12.10 **Socio-Economic Conditions**

In the context of providing Awasis and Family Services in relation to a Awasis,

to the extent that it is consistent with the best interests of the Awasis, the Awasis will not be kanisokamakitwaw solely on the basis of their socio-economic conditions, including poverty, lack of adequate housing, or infrastructure or the state of health of their Parents or the Care Provider.

#### **12.11 Reasonable Preventive Efforts**

In the context of providing Awasis and Family Services in relation to a Awasis, unless immediate kanisokamakitwaw is consistent with the best interests of the Awasis, before kanisokamakitwaw an Awasis who resides with one of the Awasis's Parents or another adult member of the Awasis's Family, the Onisohkamakewak will demonstrate that they have made reasonable preventive efforts to have the Awasis continue to reside with that person.

### **13.0 PLACEMENT OF AWASIS**

#### **13.1 Priority**

The placement of an Awasis in the context of providing Awasis and Family Services in relation to the Awasis, to the extent that it is consistent with the best interests of the Awasis, is to occur in the following order of priority:

- (a) with one of the Awasis's Parents;
- (b) with another adult member of the Awasis's Family;
- (c) with an adult who is a Nehiyaw;
- (d) with an adult who belongs to an Indigenous group, community or people other than Namês Sâkahikan ; or
- (e) with any other adult.

#### **13.2 Placement With or Near Other Awasisak**

When the order of priority set out in section 13.1 is being applied, the possibility of placing the Awasis with or near Awasisak who have the same Parent as the Awasis, or who are otherwise members of the Awasis's Family, will be considered in the determination of whether a placement would be consistent with the best interests of the Awasis.

### **13.3 Customs and Traditions**

The placement of an Awasis under section 13.1 will take into account the customs and traditions of NamêS Sâkahikan such as with regards to customary adoption.

### **13.4 Family Unity**

In the context of providing Awasis and Family Services in relation to a Awasis, there will be a reassessment, conducted on an ongoing basis, of whether it would be appropriate to place the Awasis with:

- (a) a person referred to in subsection 13.1(a), if the Awasis does not reside with such a person; or
- (b) a person referred to in subsection 13.1(b), if the Awasis does not reside with such a person, unless the Awasis resides with a person referred to in subsection 13.1 (a).

### **13.5 Attachment and Emotional Ties**

In the context of providing Awasis and Family Services in relation to an Awasis, if the Awasis is not placed with a member of their Family in accordance with subsections 13.1(a) or (b), to the extent that doing so is consistent with the best interests of the Awasis, the Awasis's attachment and emotional ties to each such member of their Family are to be promoted.

## **14.0 COMPONENTS OF THE AWASIS AND FAMILY SERVICES PROGRAM**

### **14.1 Cultural Continuity Plan**

- (a) Every Awasis who is in the sole Custody of a Parent who is a non-Nehiyaw must have their own Cultural Continuity Plan, created and implemented by the Onisohkamakewak.
- (b) The Onisohkamakewak may provide financial assistance to such Parent or the Awasis as part of the Cultural Continuity Plan.
- (c) The Onisohkamakewak may amend the Cultural Continuity Plan from time to time as circumstances require.
- (d) If there is a conflict between the Cultural Continuity Plan and any other cultural plan for the Awasis, whether previously Court ordered

or otherwise, the Cultural Continuity Plan prevails.

#### **14.2 Defining When an Awasis is in Need of Intervention**

For the purposes of this Law, an Awasis is in need of intervention if there are reasonable and probable grounds to believe that the safety, security, or development of the Awasis is endangered because of any of the following:

- (a) the Awasis has been abandoned or lost;
- (b) the Parent of the Awasis is deceased, and the Awasis has no other Parent;
- (c) the Awasis is neglected by the Parent;
- (d) the Awasis has been or there is substantial risk that the Awasis will be physically injured or sexually abused by the Parent of the Awasis;
- (e) the Parent of the Awasis is unable or unwilling to protect the Awasis from physical injury or sexual abuse;
- (f) the Awasis has been emotionally injured by the Parent of the Awasis;
- (g) the Parent of the Awasis is unable or unwilling to protect the Awasis from emotional injury;
- (h) the Parent of the Awasis has subjected the Awasis to or is unable or unwilling to protect the Awasis from cruel and unusual treatment or punishment; or
- (i) as a result of any of the above, the Awasis has been or there is substantial risk that the Awasis will be physically injuring or sexually abusing other Awasisak.

#### **14.3 Definition of Neglect**

For the purposes of subsection 14.2(c), an Awasis is neglected if:

- (a) the Parent is unable or unwilling to obtain for the Awasis, or to permit the Awasis to receive, essential medical, surgical, or other remedial treatment that is necessary for the health or well-being of the Awasis;

- (b) the Parent is unable or unwilling to provide the Awasis with adequate care or supervision; or
- (c) where a Parent having sole Custody of the Awasis is a non-Nehiyaw, the Parent is unable or unwilling to comply with part or all of a Cultural Continuity Plan.

#### **14.4 Definition of Emotional Injury**

For the purposes of this Law an Awasis is emotionally injured:

- (i) if there is impairment of the Awasis's mental or emotional functioning or development; and
- (ii) if there are reasonable and probable grounds to believe that the emotional injury is the result of:
  - A. rejection;
  - B. emotional, social, cognitive, or physiological neglect;
  - C. deprivation of affection or cognitive stimulation;
  - D. exposure to Family violence or severe domestic disharmony;
  - E. inappropriate criticism, threats, humiliation, accusations or expectations of or toward the Awasis;
  - F. the mental or emotional condition of the Parent of the Awasis or of anyone living in the same residence as the Awasis;
  - G. exposure to criminal behaviour; or
  - H. chronic alcohol or drug abuse by a Parent or by anyone living in the same residence as the Awasis.

#### **14.5 Reporting Awasis in Need**

- (a) any person who has reasonable and probable grounds to believe that an Awasis is in need of intervention, including a Peace Officer, will forthwith report the matter to the Onisohkamakewak;
- (b) subsection (a) applies notwithstanding that the information on which

the belief is founded is confidential and its disclosure is prohibited under any other legislation;

- (c) this section does not apply to information that is privileged as a result of a solicitor-client relationship; and
- (d) no action lies against a person reporting pursuant to this section, including a person who reports information referred to in subsection (c), unless the reporting is done maliciously or without reasonable and probable grounds for the belief.

#### **14.6 Investigation and Response**

- (a) if the Onisohkamakewak receives information in the form of:
  - (i) a request for Intervention Services;
  - (ii) a report under section 14.5(a); or
  - (iii) any other allegation or evidence that a Awasis may be in need of intervention, the Onisohkamakewak will investigate the Awasis's need for intervention unless the Onisohkamakewak is satisfied that the information was provided maliciously or is unfounded or that the report or allegation was made without reasonable and probable grounds.
- (b) during an investigation, the Onisohkamakewak:
  - (i) may request the assistance of a Peace Officer;
  - (ii) may convey an Awasis to any place; or
  - (iii) remove a person from any place where the Awasis is found or is residing in order to complete the investigation.
- (c) if, after an investigation, the Onisohkamakewak is of the opinion that the Awasis is in need of intervention, the Onisohkamakewak will:
  - (i) if the Onisohkamakewak is satisfied that it is consistent with the Awasis's need for intervention, provide Preventive Services to the Awasis or to the Awasis's Family in accordance with this Law; or

- (ii) if the Onisohkamakewak is not satisfied that the Awasis's need for intervention can be met under subclause (i), take whatever action under this Law that the Onisohkamakewak considers appropriate, including the provision of Awasis Protection Services in accordance with this Law.
- (d) the Onisohkamakewak may, if the Onisohkamakewak is satisfied that it is consistent with the Awasis's need for intervention, convey the Awasis to the person who has Custody of the Awasis or to a person who is temporarily caring for the Awasis.
- (e) if Preventive Services are provided to the Awasis or to the Awasis's Family, the person or a member of the organization providing those services will report to the Onisohkamakewak any matter respecting the Awasis that may require further investigation by the Onisohkamakewak.

#### **14.7 Preventive Services: Customary Care**

- (a) if the Onisohkamakewak is satisfied that without the provision of customary care an Awasis may be in need of intervention because the Parent of the Awasis cannot be located after a reasonable search or has died or become incapacitated, the Onisohkamakewak may appoint a person to care for the Awasis until the Parent can be located or other satisfactory arrangements can be made for the care of the Awasis, and the Onisohkamakewak may convey the Awasis for the purpose of placing the Awasis in the care of that person.
  - (i) the person appointed under subsection (a) may also care for the Awasis in the residence in which the Awasis was found and for that purpose may: enter the residence;
  - (ii) live in the residence;
  - (iii) carry on normal homemaking activities in the residence that are necessary for the care of the Awasis;
  - (iv) exercise reasonable control over all Awasisak residing in the residence; and
  - (v) request that the Onisohkamakewak remove, with the assistance

of a Peace Officer if necessary, any person that the Onisohkamakewak believes is a threat to the Awasis.

- (b) the person appointed under subsection (a) may care for the Awasis in the person's own residence for the amount of time that the Onisohkamakewak directs.
- (c) when a person is appointed under subsection (a), no liability attaches to that person in the course of carrying out that person's duties under subsection (b) or to the Onisohkamakewak assisting that person in carrying out those duties by reason only of the entry into and occupation of the residence without the consent of the owner or occupier.

#### 14.8 **Other Preventive Services**

- (a) a member of a Family may apply to the Onisohkamakewak for and may receive from the Onisohkamakewak other Preventive Services in order to aid in the resolution of Family matters which if unresolved may create an unsuitable environment for an Awasis.
- (b) the Onisohkamakewak may enter into an agreement with the Parent of a Awasis or with another person who, with the express or implied consent of the Parent or pursuant to a Court order or an agreement, has Custody of the Awasis with respect to the provision of services to the Family or the Awasis if, in the opinion of the Onisohkamakewak the Awasis is at risk of intervention, but as a result of the provision of Preventive Services, the Awasis's safety, security, or development will be adequately protected if the Awasis remains with the Awasis's Parent or the person who has Custody of the Awasis, as the case may be.
- (c) Preventive Services may include, by agreement with the Parent:
  - i) the appointment of a mediator to attempt to resolve matters relating to the Awasis's need for intervention; or
  - ii) the removal of a Nehiwayak or Family member, with the assistance of a Peace Officer if necessary, who is believed to be causing the Awasis to be in need of intervention.

- (d) the Onisohkamakewak may provide or purchase such supportive and treatment services as may be required to prevent family disruption or restore family functioning.
- (e) the Onisohkamakewak may provide emergency financial and material assistance to prevent family disruption.
- (f) any interested community group or individual may apply to the Onisohkamakewak for assistance in resolving community problems which are affecting the ability of Families to care adequately for their Awasisak.
- (g) the Onisohkamakewak may establish programs to facilitate the participation of volunteers in the provision of services.
- (h) where it appears to the Onisohkamakewak that an Awasis is in need of care outside the home for varying periods of time during the day, the Onisohkamakewak may, by agreement with the Parent of the Awasis, place the Awasis in a Care Facility that operates as a daycare.
- (i) where it appears that the Parent requires training in homemaking and Awasis care, the Onisohkamakewak may with the consent of the Parent place a parent aide in the home of the Parent in order to provide the training.
- (j) the Onisohkamakewak may enter into an agreement with the Parents of a Awasis under which Custody of the Awasis is given to the Onisohkamakewak if, in the opinion of the Onisohkamakewak:
  - (i) the Awasis is in need of intervention; and
  - (ii) the safety, security, or development of the Awasis cannot be adequately protected if the Awasis remains with the Awasis's Parents.
- (k) the agreement may include the following:
  - (i) the visits or other access to be provided between the Awasis and the Parents and Family and any other person with whom the Awasis has a significant relationship;
  - (ii) the conditions, if any, under which the Onisohkamakewak will

consult with the Parents on matters affecting the Awasis; and

(iii) any other matter relating to the parenting of the Awasis.

(l) the agreement may be made for whatever period of time the parties agree is in the best interests of the Awasis, or it may be permanent.

(m) if it is permanent, the Onisohkamakewak will make best efforts to find new Parents for the Awasis, consulting with the Family where possible, as quickly as possible.

#### **14.9 Access Agreements**

The Onisohkamakewak may enter into an access agreement with anyone who has a significant relationship with the Awasis.

#### **14.10 Minor Parent**

(a) The Onisohkamakewak will work with other interested professionals and organizations to ensure that minor parents are informed of services that are available to them;

(b) the Onisohkamakewak on application by a minor parent will establish a plan and provide services which is in the best interests of the parent and Awasis; and

(c) any agreement entered into under this Law by a person under 18 years of age is as valid as if that person had attained the age of 18.

#### **14.11 Termination of Agreement**

The Onisohkamakewak may terminate a Custody or access agreement and return the Awasis to the Parents at any time, in consultation with the Family if possible, if in the Onisohkamakewak's opinion the Parents are ready, willing and able to resume parenting the Awasis.

#### **14.12 Kanisokamakitwaw**

(a) if the Onisohkamakewak has reasonable and probable grounds to believe that an Awasis is in need of intervention, the Onisohkamakewak may kanisokamakitwaw the Awasis, and may request the assistance of a Peace Officer in order to do so.

- (b) the Onisohkamakewak and any Peace Officer called on for assistance, may, by force if necessary, enter a place or premises and search for and kanisokamakitwaw the Awasis.
- (c) a Peace Officer may kanisokamakitwaw an Awasis in need of intervention and, as soon as practical thereafter, place the Awasis in the Custody of the Onisohkamakewak.
- (d) if an Awasis is apprehended in Alberta or another province under the authority of that province's or other child welfare legislation and placed in the Custody of the Onisohkamakewak by that province's or other child welfare authorities, the Awasis is deemed to be kanisokamakitwaw under this Law as well, effective on the date the Awasis is so placed.
- (e) if a Awasis has been kanisokamakitwaw, the Onisohkamakewak will notify the Parents of the Awasis and the Independent Representative forthwith that the Awasis has been kanisokamakitwaw, the reasons for it, and provide contact information of the Onisohkamakewak;
- (f) notice under subsection (e) may be by any method and may be oral or in writing; and
- (g) the validity of proceedings pursuant to this Law is not affected if the Onisohkamakewak is unable, after reasonable efforts, to give notice in accordance with this section.

#### **14.13 Exclusive Custody**

If an Awasis has been kanisokamakitwaw, the Onisohkamakewak has exclusive Custody of the Awasis and is responsible for the Awasis's care, maintenance, and well-being.

#### **14.14 Health Care on Kanisokamakitwaw**

- (a) if the Parent of an Awasis who has been kanisokamakitwaw is unable, unavailable, or refuses to consent to the provision of essential medical, surgical, dental, or other remedial treatment for the Awasis that is recommended by a physician, dentist, or other qualified medical professional, the Onisohkamakewak may authorize the provision of any recommended treatment for the Awasis.

- (b) if an Awasis is treated under this section, no liability attaches to the person treating the Awasis by reason only that the Parent of the Awasis did not consent to the treatment.

#### **14.15 Custody on Kanisokamakitwaw**

- (a) if an Awasis is kanisokamakitwaw by the Onisohkamakewak, the Awasis may remain in the Custody of the Onisohkamakewak until the Onisohkamakewak decides that the Parents or other Family of the Awasis are ready, willing, and able to parent the Awasis, or, failing which, the Awasis is adopted.
- (b) the Onisohkamakewak may decide who has access to an Awasis who has been kanisokamakitwaw.

#### **14.16 Right to Custody**

Subject to the terms of any applicable Coordination Agreement, the right of the Onisohkamakewak to the Custody of an Awasis when the Awasis is in the Custody of the Onisohkamakewak takes precedence over the rights given by any order or agreement not made pursuant to this Law respecting guardianship, custody, access, contact, parenting time, or the Awasis's place of residence, whether that order or agreement:

- (a) was granted to a person who is a party to the proceedings under this Law or not; or
- (b) was granted before or after the Awasis came into the Custody of the Onisohkamakewak.

#### **14.17 Death of Awasis**

When an Awasis who is in the Custody of the Onisohkamakewak dies, the Onisohkamakewak will;

- (a) notify the Family;
- (b) notify the local Police Service and Provincial Coroner;
- (c) consent to an autopsy of the body of the Awasis; and
- (d) in consultation with the Family, arrange for the burial or other disposition of the body of the Awasis.

#### **14.18 Placement: Secure Services**

If an Awasis or the Awasis's Family is receiving services under this Law, or the Awasis is in the Custody of the Onisohkamakewak, and the Onisohkamakewak has reasonable and probable grounds to believe that:

- (a) the Awasis is in a condition presenting an immediate danger to the Awasis or others;
- (b) it is necessary to confine the Awasis in order to stabilize, assess, and treat the Awasis; and less intrusive measures are not adequate to sufficiently reduce the danger, the Onisohkamakewak may detain and convey the Awasis with the assistance of a Peace Officer to a secure services facility, and may confine the Awasis in a secure services facility.

#### **14.19 Placement Generally**

- (a) the Onisohkamakewak will place Awasisak who are in their Custody applying the priorities and other considerations set out in sections 13.1 to 13.5; and
- (b) the Onisohkamakewak may place an Awasis in a Care Home or in a home or group home that has been approved by another authority.

#### **14.20 Approval Required for Care Home**

- (a) no person will operate a Care Home unless that person holds a subsisting Care Home approval issued by the Onisohkamakewak under this Law; and
- (b) the Onisohkamakewak will make a Regulation governing the issuance, review, and cancellation of Care Home approvals.

### **15.0 ADOPTION**

- (a) an Awasis in the Custody of the Onisohkamakewak may be adopted in accordance with the customary adoption practices of Namês Sâkahikan ; and
- (b) such an adoption terminates any other order, agreement, or rights with respect to the Awasis.

## **16.0 FINANCIAL ASSISTANCE FOR ADOPTION AND INDEPENDENT LIVING**

- (a) an Onisohkamakewak may provide financial assistance in respect of an Awasis who was in the Custody of the Onisohkamakewak to a person who adopts the Awasis;
- (b) if a Youth who at one time was in the Custody of either a Province or the Onisohkamakewak is living independently, the Onisohkamakewak may provide financial assistance to the Youth, until the Youth reaches the age of 26.

## **17.0 DISPUTE RESOLUTION TRIBUNAL**

### **Dispute Resolution Tribunal Established**

- (a) the Dispute Resolution Tribunal is hereby established;
- (b) the Tribunal has the capacity and, subject to this Law and any Resolutions, the rights, powers and privileges of a natural person;
- (c) Council may appoint up to seven members of the Dispute Resolution Tribunal for a term of 3 years;
- (d) the members of a Tribunal will receive remuneration, and payment for travelling, living and other expenses incurred in the course of their duties as members;
- (e) notwithstanding subsection (c), where the appointment of a member of a Tribunal expires, the member continues to hold office until:
  - (i) the member is reappointed,
  - (ii) a successor is appointed, or
  - (iii) a period of 3 months has elapsed, whichever occurs first.
- (f) the Chair and one or more Vice-chairs of the Tribunal will be appointed by Resolution from among the members of the Tribunal, and Council will be responsible for their remuneration and expenses;
- (g) the Tribunal will maintain an office at a place or places to be

determined by Resolution;

- (h) the fiscal year of the Tribunal will run from April 1<sup>st</sup> of each year to March 31<sup>st</sup> of the following year. The Chair will prepare annual financial statements in accordance with generally accepted accounting principles and provide them to SLCN, along with a written report outlining the activities of the Tribunal in the previous year;
- (i) the quorum to hear a review under this Law is 3 members, but an appeal may be heard by any one member for procedural matters related to the review or in emergency circumstances; and
- (j) subject to this Law, the Tribunal may make Rules of Procedure, including:
  - (i) the time-sensitive circumstances in which a review may be heard by one member of the Tribunal;
  - (ii) prescribing the forms including notices to be used in any application made to the Dispute Resolution Tribunal; and
  - (iii) respecting Mediation.

## **18.0 DISPUTE RESOLUTION**

18.1 Subject to 18.1.(h), the following persons directly affected by a decision of the Onisohkamakewak under this Law may request, in writing within 30 days of the decision, that the Dispute Resolution Tribunal review the decision:

- (a) an Awasis;
- (b) a Parent;
- (c) a Family member;
- (d) an individual who has had continuous care of an Awasis for more than 6 of the 12 months preceding the decision of the Onisohkamakewak;
- (e) a person who is receiving or may be eligible to receive Services under this Law;

- (f) a Nehiwayak or family member who has been removed from the residence of a Awasis; and
- (g) an applicant for a Care Home approval or a renewal of a Care Home approval under a Regulation whose application has been refused.
- (h) the Dispute Resolution Tribunal may decide whether to accept a request for a review of a financial decision of the Onisohkamakewak.

18.2 A request under section 18.1 will set out:

- (a) the decision in sufficient details for the Dispute Resolution Tribunal to be able to identify it; and
- (b) the grounds for the review.

18.3 The person making the request will give it to the Onisohkamakewak, who upon receiving it will within 7 days send a copy to the Dispute Resolution Tribunal and to the Office of the Independent Representative.

18.4 In reviewing a decision, the Dispute Resolution Tribunal may receive oral or written submissions and evidence from the person who requested the review, the Independent Representative, and the Onisohkamakewak.

18.5 The Tribunal may also conduct its own investigations and receive evidence and submissions from any other person it deems necessary in order to make its decision.

18.6 At any stage of the proceedings the Dispute Resolution Tribunal may, with the agreement of the Applicant and the Onisohkamakewak, direct that the dispute should be mediated by a mediator appointed by the Dispute Resolution Tribunal.

18.7 On completing a review the Dispute Resolution Tribunal may:

- (a) confirm the decision that has been reviewed; or
- (b) direct the Onisohkamakewak to review and reconsider the decision.

18.8 The Dispute Resolution Tribunal will, within 60 days of receiving the

request under section 18.3, provide the person who requested the review with a copy of the decision that includes the reasons.

18.9 The Dispute Resolution Tribunal may decide differences or disputes between persons about Awasisak, where all the parties involved in the difference or dispute agree in writing that the Dispute Resolution Tribunal should decide the matter.

## **19.0 OFFICE OF ADVANCEMENT**

- (a) an Office to be known as the Office of Advancement is established;
- (b) the leader of the Office, to be known as the Director of Advancement, will be appointed by Resolution for a term of not less than 3 years, and they will receive financial compensation and benefits as set out in the Resolution;
- (c) the Office of Advancement has the capacity and, subject to this Law and any Resolutions, the rights, powers and privileges of a natural person;
- (d) the Office of Advancement will maintain an office at a place or places to be determined by Resolution;
- (e) the fiscal year of the Office of the Office of Advancement will run from April 1<sup>st</sup> of each year to March 31<sup>st</sup> of the following year;
- (f) subject to this Law, Resolutions may be passed:
  - (i) expanding or clarifying the powers, and duties to be exercised by the Office of Advancement; or
  - (ii) imposing limits on the powers, and duties to be exercised by the Office of Advancement.

### **Powers and duties of the Director of Advancement**

19.0.1 The powers and duties of the Director of Advancement are to create and lead an organization to:

- (a) in collaboration with the Onisohkamakewak,
  - (i) research best practices; and

- (ii) track services outcomes of the Awasis and Family Services Program, and make recommendations for improvements;
- (b) carry out financial audits of the Office of Onisohkamakewak, the Office of the Independent Representative, and the Dispute Resolution Tribunal as requested by Council from time to time;
- (c) review the Law and make recommendations for amendments in accordance with sections 21.1 and 21.2;
- (d) make recommendations to Council respecting the appointment of the Onisohkamakewak, the Independent Representative, and the members of the Dispute Resolution Tribunal;
- (e) provide information, guidance and support to Parents wishing to access Provincial and Federal government programs and services for themselves and their Awasisak; and
- (f) generally provide logistical and other support to the Office of the Onisohkamakewak, the Office of the Independent Representative and the Dispute Resolution Tribunal when reasonably requested by them to do so.

19.0.2 Nothing in the above will be construed so as to allow the Office of Advancement to make decisions about Awasisak in the Custody of the Onisohkamakewak.

### 19.1 **Office of Advancement Funding**

Namês Sâkahikan will transfer money payable to it under a Coordination Agreement to the Office of Advancement for the purposes of these powers and duties.

### 19.2 **Borrowing and Guarantees**

- (a) the Office of Advancement will not borrow money except in accordance with a Resolution; and
- (b) the Office of Advancement will not give financial guarantees.

### 19.3 Indemnification

- (a) Namêš Sâkahikan will indemnify:
  - (i) a present or former Director of Advancement;
  - (ii) a person who acts or has acted at the request of the Director of Advancement;
  - (iii) an employee or former employee of the Director of Advancement; and
  - (iv) the heirs, estate and trustees of a person referred to in subsections (i), (ii) or (iii), 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 and with a view to the best interests of the Office of Advancement, 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.
- (b) the Office of Advancement will not provide indemnities other than those:
  - (i) authorized by subsection (a); or
  - (ii) provided in accordance with a Resolution.

## 20.0 GENERAL

### 20.1 Delegation from Onisohkamakewak

- (a) the Onisohkamakewak may delegate any power, duty, or function of the Onisohkamakewak under this Law to any of the following:
  - (i) a person employed or engaged in the administration of this Law;

- (ii) a person who is providing care to an Awasis; or
- (iii) any other person.

## 20.2 **Delegation to Onisohkamakewak**

- (a) the Onisohkamakewak is authorized to receive any authority delegated to an official by any government or child welfare authority relating to an Awasis who is in the Custody of that government or authority; and
- (b) the Onisohkamakewak is authorized to receive any authority under any Provincial legislation relating to an Awasis.

## 20.3 **Liability**

- (a) subject to subsections (b), (c), and (d), no action lies or may be commenced or maintained against any individual, the Office of Onisohkamakewak, the Office of the Independent Representative, the Office of Advancement, Council, or the Dispute Resolution Tribunal in respect of anything done or omitted to be done in the exercise or intended exercise of any power under this Law or in the performance or intended performance of any duty or function under this Law;
- (b) subsection (a) does not apply in relation to anything done or omitted to be done in bad faith;
- (c) a member of Council who uses their position to interfere with or attempt to interfere with the case management of an Awasis in the care of the Onisohkamakewak will be disqualified from remaining on Council; and
- (d) a member of Council who uses their position to interfere with or attempt to interfere with proceedings before the Dispute Resolution Tribunal will be disqualified from remaining on Council.

## 20.4 **Computation of Time**

- (a) if in this Law the time limited for the doing of a matter expires or falls on a holiday, it may be done on the day following that is not a holiday; and
- (b) if in this Law the time limited for the doing of a matter, expires or falls

on a day on which the office or place in which it is required to be done is not open during its regular hours of business, it may be addressed on the day following on which the office or place is open.

## **20.5 Substitution of Cree words and phrases in the Law; Cree version of Law**

20.5.1 Council may, with the guidance of Namêš Sâkahikan elders, substitute Cree words and phrases for English words and phrases in this Law.

20.5.2 Council will, with the guidance of Namêš Sâkahikan elders, enact a Cree version of the Law.

20.5.3 Notwithstanding any other provision of this Law, Council's actions under 20.5.1 or 20.5.2 do not require approval of the Nehiwayak.

## **21.0 GENERAL RESOLUTIONS**

Council may make any Resolutions required to facilitate the operation of this Law, but those Resolutions are void if they conflict with any provisions of this Law.

## **22.0 ENGAGEMENT OF CONSULTANTS**

- (a) Council may appoint experts or persons having special technical or legal knowledge to advise the Dispute Resolution Tribunal, Office of the Independent Representative, the Office of Advancement and the Office of the Onisohkamakewak when they perform their duties and functions under this Law; and
- (b) a person appointed under section (a) may be paid the remuneration and expenses that Council prescribes.

## **23.0 CONFIDENTIALITY**

- (a) the Onisohkamakewak and any person employed or assisting in the administration of this Law may disclose or communicate personal information that comes to the Onisohkamakewak's attention under this Law in accordance with proceedings before the Dispute Resolution Tribunal, and as follows:
  - (i) to any person or organization, if the disclosure is necessary to

plan services for or provide services to the Awasis or the Awasis's Family or to plan or provide for the day-to-day care or education of the Awasis;

- (ii) to the Parents or Family of the Awasis to whom the information relates;
  - (iii) to the Awasis to whom the information relates;
  - (iv) to any person employed in the administration of child protection legislation in another province or treaty territory in Canada; and
  - (v) to any person or the community with the written consent of the Onisohkamakewak;
- (b) the Onisohkamakewak or a person acting on behalf of the Onisohkamakewak, may collect and use personal information, including health information, for the purposes of conducting an assessment or an investigation or providing services under this Law;
- (c) a hospital, medical care facility, Police Service, school, educational authority, health authority, membership clerk, or other custodian of personal information will provide personal information to the Onisohkamakewak on request of the Onisohkamakewak;
- (d) no liability attaches to the Onisohkamakewak or any other person who discloses or communicates information in accordance with this section;
- (e) despite subsection (a), the name of a person who makes a report to the Onisohkamakewak about an Awasis who may be in need of intervention and any information that would identify that person is privileged information of the person making the report and is not admissible in evidence in any action or proceeding or before any inquiry without the consent of the person.

#### **24.0 NOT FOR PROFIT ORGANIZATION LEGISLATION**

- (a) subject to (c), federal legislation dealing with not for profit organizations shall not apply to the Office of Onisohkamakewak, the Office of the Independent Representative, the Office of Advancement or the Dispute Resolution Tribunal;

- (b) subject to (c), provincial legislation dealing with not-for-profit organizations shall not apply to the Office of Onisohkamakewak, the Office of the Independent Representative, the Office of Advancement or the Dispute Resolution Tribunal; and
- (c) the Office of Onisohkamakewak, the Office of the Independent Representative, the Office of Advancement and the Dispute Resolution Tribunal may incorporate and register under federal or provincial legislation for the same purposes and on the same terms as set out in this Law.

## **25.0 APPROVAL AND ENACTMENT OF LAW**

- 25.1 The Law must be approved by vote of the Nehiwayak, by a majority of 50% + 1 of those actually voting.
- 25.2 The procedure, timing, and other aspects of the vote will be determined by Council pursuant to an Approval Resolution.
- 25.3 Upon approval, the provisions of this Law will come into force on the date Council passes an Enacting Resolution.
- 25.4 An Enacting Resolution is only valid if:
  - 25.4.1 The Enacting Resolution is passed following the approval of the Law by the Nehiwayak; and
  - 25.4.2 The approval by the Nehiwayak was done in accordance with Council's Approval Resolution.
- 25.5 An Enacting Resolution may provide that various sections of the Law will come into force at different times, or upon later Council Resolution

## **26.0 REVIEW AND AMENDMENT OF LAW**

### **26.1 Process to Review**

- (a) Council may at any time by Resolution amend or repeal the Law in part only;
- (b) such amendment, or repeal will be effective only for 6 months from the effective date set out in the Resolution;

- (c) notwithstanding subsection (b), an amendment to or repeal of the Law may be made permanent if approved by the Nehiwayak within 6 months of the effective date of the amendment or repeal;
- (d) if the amendment, or repeal is rejected by the Nehiwayak, it ceases to have effect immediately notwithstanding subsection (b); and
- (e) every 5 years after the day on which this Law comes into force, the Office of Advancement will undertake a review of the provisions and operation of this Law.

## 26.2 **Report**

The Office of Advancement will prepare a report on the review that sets out their conclusions and recommendations.

## 27.0 **TRANSITIONAL**

Upon the coming into force of this Law, subject to the terms of any applicable Coordination Agreement:

- (a) all Court proceedings, including private guardianship proceedings, relating to Awasisak in the Custody of a Province are deemed to be stayed;
- (b) at the written request of the Onisohkamakewak, a Province will immediately transfer the file of an Awasis in the Custody of the Province to the Onisohkamakewak;
- (c) the Onisohkamakewak will be deemed to have assumed Custody of an Awasis in the Custody of a Province when the Awasis's file has been transferred from the Province to the Onisohkamakewak, or 30 days have elapsed since the request for the file was received by the Province, whichever is sooner;
- (d) until the file has been so transferred, the current status of an Awasis in the Custody of the Province continues, but
- (e) the Onisohkamakewak will be consulted before any decisions are made with respect to the Awasis. Any decision made without consultation with the Onisohkamakewak is deemed to be void.