

OUR CHILDREN, OUR RESPONSIBILITY

CAptlkw] ETHIC AGREEMENT

Between

UPPER NICOLA BAND

(Hereinafter referred to as “UNB”)

And

SCW’EXMX CHILD AND FAMILY SERVICES SOCIETY

(Hereinafter referred to as “SCFSS”)

This Agreement made as of the 28th day of January 2021.

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PREAMBLE:

Captlkw] (Oral Stories) is our governance instructions that are mandated by our Acmiscut Chiefs (Knowledge Keepers) to ensure that the right actions are required as a responsibility to our worldview of our “Inherent Rights”. These instructions, characteristics, and ethos are shown in our cAptlkw] ceremonial display, in public rituals, in Nsyilxcen (our language) interpretive process, and in the direct exercises of practice and interests (occupation and use) that connect us to the whole of the tmXwUlAXw (also known as the environment or land). The cAptlkw] ethics are the cornerstone for achieving equity maxims on government-to-government relationships.

WHEREAS:

- A. [Section 35\(1\)](#) of the [Constitution Act, 1982](#), recognizes and affirms Aboriginal Rights of the Aboriginal people of Canada;
- B. The UNB for the purpose of this agreement asserts an inherent right to ensure equity maxims over all matters related to the social justice of Relations of Syilx ancestry within the Upper Nicola Band jurisdiction;
- C. Canada, by virtue of [Section 91\(24\), Constitution Act, 1982](#), has legislative authority in respect of Indians and lands reserved for Indians;
- D. The Province, by virtue of [Section 92, Constitution Act, 1982](#), has legislative authority with respect to the welfare of children;
- E. Canada has, by enacting [Section 88](#) of the [Indian Act](#), extended the application of the [Child, Family and Community Services Act](#) to the Aboriginal peoples in British Columbia;
- F. [Bill C92](#), a Federal Act respecting First Nations, Inuit and Metis children, youth, and families, affirms the rights and jurisdiction of Indigenous peoples in relation to children and family services;
- G. The [Adoption Act](#), a B.C. provincial Act, holds the purpose to provide for new and permanent family ties through adoption, giving paramount consideration in every respect to the child's best interests. If the child is an Aboriginal child, the importance of preserving the child's cultural identity must be considered in determining the child's best interests;
- H. The Province recognizes the inherent rights of the UNB with the social justice of Relations of Syilx ancestry within the UNB;
- I. The Province acknowledges that the Members of the UNB are members of the Okanagan Nation. The Province upholds the principle that family and child support services to Members of the UNB must be delivered by UNB governments with the support of the Province and Canada following [Jordan's Principle](#) including substantive equity, providing culturally appropriate services, and safeguarding the best interests of the child);
- J. The Parties intend by this agreement to facilitate the transfer to UNB services and files related to the social justice of Relations, wherever situated;
- K. The Parties intend to phase the implementation of UNB control over all family and child welfare services presently exercised by the Province pursuant to the [Child, Family and Community Services Act](#) and the [Adoption Act](#) and will give effect to that intention by the negation of Protocol and Funding Agreements with the governments of the Province and Canada;
- L. The UNB has jurisdiction and is developing laws for the social justice of Relations. Once the UNB Laws are established, the UNB Laws take precedence and SCFSS must enforce the UNB Laws;
- M. UNB Band Council Resolution 2017-09-30-01 SCFSS, the KwU Stemtima/, the Preservation Worker and the Health Director will work collaboratively to support the best possible outcomes for children and youth to preserve the family unit;
- N. UNB Band Council Resolution 2019-06-19-01 supports the SCFSS in its' efforts to acquire adoption delegation and directs SCFSS and the UN Grandmothers Group to work together to develop an adoption program that is respectful of UNB's Traditional Laws and Practices;

- O. Band Council Resolution 2021-01-18-01 SCFSS, the KwU StemtimA/, the Preservation Worker, and the Health Director and will work collaboratively in all matters regarding UNB Family Relationships;
- P. The UNB is an endorser to the constitution and by-laws of SCFSS for the purpose of bringing together resources under the authority of SCFSS to ensure that children and families registered with the UNB are protected and have all necessary supports.

THE PARTIES AGREE AS FOLLOWS:

1.0 Definitions

- a. “[Adoption Act](#)” is a provincially governed law legislating adoption of a child through an application to the BC Supreme Court. The Director of Adoption, delegated by the Ministry of Children and Family Development under [Section 91](#) of the Child, Family and Community Service Act, must make reasonable efforts to discuss the child’s placement with a designated representative of the Band and obtain information about the cultural identity before placing the child for adoption.
- b. “Board Member” means a member appointed by UNB Chief and Council on the SCFSS Board of Directors; 1 (one) of whom is chosen by the UNB.
- c. “Board of Directors of SCFSS” means one representative from each of the Member bands.
- d. “CAptlkw] Ethic” means the UNB Okanagan governance approach derived from the CAptlkw], which is to ensure the right action is required as a responsibility to our tmIXw ethics.
- e. “Child” means any person under the age of 19.
- f. “Child and Family Preservation Worker”, hereinafter referred to as “Preservation Worker” means the employee designated to represent UNB Chief and Council on all matters relating to UNB Relations. (BCR 2021-01-18-01)
- g. “Child/Youth with Special Needs (CYSN)” is a child or youth determined to require specialized programs, services, interventions or specific necessities other children or youth do not. CYSN services promote healthy development of children with special needs, maximize their quality of life and assist families in their role as primary caregivers.
- h. “CFCSA” means the [Child, Family and Community Services Act](#) R.S.B.C. 1996, c. 46, as amended from time to time and includes the [Child, Family and Community Services Regulations](#), enacted pursuant thereto.
- i. “Community Living British Columbia (CLBC)” manages disability-related services that supports youth transitioning into adulthood with developmental disabilities, Fetal Alcohol Spectrum Disorder or Autism Spectrum Disorder to live good lives and be full participants in their communities. The state age of majority is 19 years and above.
- j. “DAA” means Delegated Aboriginal Agency.
- k. “Director” means the Director of Child and Family Services as appointed by the Province and represents the Province.
- l. “Early Intervention” means to intervene early to lessen harms, prevent risk and future need of child protection services through defined prevention strategies and parental engagement.
- m. “En’oWkinWIXw” means a consensus-based practice that teaches how to come together to find common ground.
- n. “Equity Maxims” a phrase meant to represent the cornerstones of the law of equity.

- o. “Family Services” means all prevention and protection services.
- p. “Funding Agreement means any agreement between SCFSS and the Province, or the SCFSS and Canada, pursuant to which the Province or Canada provide funds to the SCFSS to support the delivery of Services.
- q. “GSA” means the Geographical Service Area within which SCFSS will provide services, specifically the Nicola Valley Area.
- r. “Health Director” means the employee designated to represent UNB Chief and Council on all matters relating to UNB Relations (BCR 2021-01-18-01)
- s. “[Jordan’s Principle](#)” is a child-first principle that aims to eliminate service inequities and delays for First Nations children. Jordan’s Principle states any public service ordinarily available to all other children must be made available to First Nations children without delay or denial.
- t. “KwU Stemtima/” means the UNB Grandmothers Group to represent UNB Chief and Council on all matters relating to UNB Relations. (BCR 2021-01-18-01)
- u. “Law of Equity” means fairness and justice.
- v. “MCFD” means Ministry of Child and Family Development.
- w. “Member Band” means any of the Nooaitch, Coldwater, Shackan, Lower Nicola or Upper Nicola Bands.
- x. “Mental Health” means the interconnectedness between ourselves, community, land, traditions and culture; these are not separate from our emotional, physical, or spiritual being that sustains our sense of identity and belonging.
- y. “Okanagan” means the nation to which the UNB are members of, also known as Syilx.
- z. “Outside the GSA” means the GSA not included in SCFSS delivery of services.
- aa. “Parties” mean SCFSS and the UNB.
- bb. “Prevention” means to reduce and ultimately eliminate the need for child protection services by strengthening Syilx families through infusion of Syilx culture and language early in life and provision of family centred and community supported programs/services.
- cc. “Protection” means child protection services in BC intended to safeguard children from harm as defined in CFCSA Part 3, Division 1, Section 13. Where there is reason to believe a child has been abused or neglected, or is otherwise in need of protection, SCFSS child protection social workers have the delegated authority to investigate and take appropriate action to ensure that child’s safety.
- dd. “Quorum of membership” means no less than three Members present at any meeting of the membership.
- ee. “Relations” means the UNB children, families, and community. Our family relationships are inclusive of all individuals connected to our families both biological and non-biological.
- ff. “Reserve” means a reserve within the meaning of the [Indian Act](#), R.S.C.1985, C. 1-5, set apart for the use and benefit of the UNB.

- gg. “Scw’exmx” means the People of the Creeks.
- hh. “Scw’exmx Child and Family Services Society”, hereinafter referred to as SCFSS, means the organization implemented by the Nicola Tribal Association, now known as Scw’exmx Tribal Association, to administer the delivery of Services to Aboriginal, Inuit, and Metis Members, residing the Geographical Service Area.
- ii. “SCFSS Executive Director” means the senior manager of SCFSS responsible for day-to-day administration, leadership, and coordination of community directed prevention and protection programs to attain the Society’s vision, objectives, and strategic direction as established by the SCFSS Board of Directors.
- jj. “Scw’exmx Tribal Association” means the administration for the delivery of services to members and non-members resident on reserve.
- kk. “Services” means any function, power, or duty exercised pursuant to the [Child, Family and Community Services Act, Adoptions Act](#)
- ll. “Substantive Equity” is a legal principle that refers to the achievement of true equality in outcomes; achieved through equal access, equal opportunity and, most importantly, the provision of services and benefits in a manner and according to standards that meet any unique needs and circumstances, such as cultural, social, economic, and historical disadvantage.
- mm. “UNB” means the Upper Nicola Band.
- nn. “Uninvolved Review Authority” is an uninvolved person to be the review authority for the administrative review of a complaint. This person will not conduct an administrative review for any complaint in which the person has been directly involved, has been in a position responsible for making or overseeing decisions made with respect to the complaint.

2.0 Intent of Agreement

- 2.1 UNB to delegate SCFSS to deliver the Services to the UNB Relations; and,
- 2.2 UNB and SCFSS will ensure the agreement is known, understood, and upheld by employees and said parties represented within this agreement.

3.0 CAptlkw] Ethic Protocol to Be Provided by Scw’exmx Child and Family Services Society

Subject to SCFSS entering into satisfactory Funding Agreements and Delegation Confirmation Agreements, SCFSS shall provide the following Services to Members of the UNB, in and outside the GSA.

- 3.1 General Agreement:
 - a. To protect the confidentiality of the UNB Members as per [Part 5 Freedom of Information and Protection of Privacy of the CFCSA](#) (Appendix D);
 - b. Services to be provided on and off UNB land; the priority is for the Services to be on UNB land;
 - c. To respect and adhere to the Syilx culture, customs, traditions, and views of the UNB;
 - d. SCFSS staff will work in cooperation with the KwU Stemtima/ and other UNB community representatives to ensure that Syilx culture, customs and traditional practices are infused in every aspect of their practice with community members;
 - e. That the safety, well-being, and best interest of the child, including Relations, is paramount;

- f. Social justice of Relations of Syilx ancestry within the UNB jurisdiction in compliance with the CAptlkw] Ethic and UNB laws; and,
 - g. That the principles relating to child, family and community services as described in the CAptlkw] Ethic, Bill C92, and any CFCSA laws including Sections 2, 3, and 4 and the Adoption Act apply to this Agreement and to the development and delivery of Services pursuant to this Agreement; (Appendix D).
 - h. When a child's parent is connected to UNB, regardless if the child is registered or not, the CAptlkw] Ethic Agreement will apply.
- 3.2 When prevention services are provided, the Parties agree to:
- a. Seek community advocacy for cultural and traditional preventative programs and services;
 - b. Develop and build community capacity through implementation of collaborative prevention programs, services and budgets as defined by UNB;
 - c. Reduce the number of children entering into child protection services through community supported and culturally reflective prevention, early intervention, and mental health programs and services to the Relations;
 - d. Connect Relations to collaborative and culturally focused community supports and services through family prevention plans, one-on-one support, childcare support, and youth prevention activities;
 - e. Increase prevention programs and services accessible both on and off reserve, with the priority being On-Reserve;
 - f. Strengthen skills within Relations, leverage Relations, individual strengths, and protective factors, to create an on-going opportunity to strengthen Relations;
 - g. Identify preventative measures and solutions within community to strengthen Relations and their connection to community and culture;
 - h. Deliver prevention support services to facilitate preservation of Relations and increase outcomes in family and/or community (re)unification;
 - i. Promote Relations and community responsibility through strengthening culture and language through prevention-focused action, education and advocacy;
 - j. Provide community advocacy through culturally reflective dispute and/or conflict resolution, including the En'owkinWIXw, with timely response to community, client, and stakeholder concerns;
 - k. Provide advocacy support for parents navigating the child protection system; educate Syilx Relations and community of their rights and responsibilities under current and future legislation;
 - l. Work with UNB children and youth to strengthen life skills, promote self-worth, and enhance healthy relationships in their day-to-day interactions with Relations, peers and school staff; and
 - m. Provide culturally grounded, confidential, and free outreach services grounded in traditional Syilx knowledge to Relations who may be struggling to overcome mental health challenges in relation to thoughts, feelings or behaviours.
- 3.3 When protection services are required, the Parties agree to:
- a. Provide Child Protection and Support Services to children and families in compliance with the Aboriginal Operational Practice Standards and Indicators, Child, Family and Community Services Act, (CFCSA), Freedom of Information and Protection of Privacy Act (FOIPPA), the Adoption Act, and Jordan's Principle; (Appendix D);
 - b. Agree to consult with UNB family, community and KwU Stemtima/ when an UNB child is in need of protection under Section 13 of the CFCSA (Appendix D) and/or the child is subject to removal, SCFSS shall:
 - i. Actively engage with the Preservation Worker or designated alternate, and any other appropriate person(s) to support the navigation of Services;
 - c. Where MCFD or DAA believes that a UNB child is in need of protection as per *Protection is Needed* Section 13 of the CFCSA and/or the child is or will be removed in order to protect the child, the Preservation Worker shall:
 - i. Engage UNB community and family to decide on removal;
 - ii. Notify SCFSS upon receiving notification from the MCFD or DAA; and

- iii. Involve SCFSS in the preparation and development of the care plan.
- d. When SCFSS is notified by an external agency that a child registered with or is eligible to be registered with UNB is in need of protection, SCFSS shall notify the Preservation Worker or their designate as soon as reasonably possible;
- e. When removal of a UNB child is necessary and the removal takes place after hours, SCFSS shall notify the Preservation Worker or the designated alternate the following day or as soon as is reasonably possible;
- f. Where the parent of a UNB child has applied for or is prepared to enter into an agreement for support services with SCFSS and the parent(s) of the child has/have given consent, SCFSS shall notify and include the Preservation Worker in the planning and development of support services for the Relations;
- g. To provide notice to the UNB of any legal proceedings involving a UNB child as per Child Protection Hearings and Orders, Section 34, 38, and 39 of the CFSCS (Appendix D);
- h. Re-patriating services to children of Syilx ancestry who have been separated from the UNB community;
- i. To ensure Guardianship responsibilities are in coordination with UNB cAptlkw] ethics for children in the continuing custody of the Director;
- j. The knowledge of UNB children who are being considered for out of care options, placement or adoption will be addressed to the Preservation Worker, who will ensure the family members and the KwU StemtimA/ are notified;
- k. Recruitment, development, and support of Caregiver Resource Homes in the UNB community;
- l. When a caregiver requests relocating the child outside of the GSA, an approved Cultural Plan for the child must be developed in coordination with SCFSS, the child's family, Preservation Worker and/or a Band member appointed by the KwU StemtimA/. The caregiver must uphold the Cultural Plan; and,
- m. When transitioning UNB children to adulthood services, include CLBC and CYSN protocols for children and youth with special needs mutually agreed upon between SCFSS and UNB; each case will be dependant on the community member at hand on a per case basis.

4.0 CAptlkw] Ethic Protocol for Service Delivery to Non-Band Members on UNB Reserve Land

- 4.1 SCFSS strives to assist all children in need of protection and/or support. SCFSS will assume full jurisdiction to carry out child protection mandate for children not registered with the UNB. This may include, but is not limited to, the assessment of a child's safety, the repatriation of a child back to his or her biological family and/or community of origin, or by providing a safe, caring and nurturing alternate care home and/or caregiver home;
- 4.2 A Protocol agreement between UNB, SCFSS and the MCFD and/or other DAA or FN implementing their inherent right will be required.
 - a. When a child(ren) is placed on UNB Reserve Land without prior notification, SCFSS will ensure a protocol agreement is in place within seventy-two (72) hours of placement;
- 4.3 When SCFSS is requested to provide services to a child not registered with the UNB and who has associated with delinquent or deviant behaviour, SCFSS will take the following steps to protect the safety and security of the child, the Relatives and community members:
 - a. Prior to accepting a file regarding a child not registered with UNB, SCFSS shall retrieve all relevant information regarding the family and social history of the child;
 - b. SCFSS shall disclose to the Preservation Worker, on a "need to know basis" information pertaining to the child's behaviour that is defined as or may be perceived to be delinquent or deviant. The privacy of the child and family shall be respected and maintained by SCFSS and the Preservation Worker as per the Freedom of Information and Protection of Privacy [Part 5 of the CFCSA](#); (Appendix D)
 - c. SCFSS shall notify the child and his/her guardian, if appropriate, that relevant information pertaining to the child's behaviour shall be disclosed to the Preservation Worker on a "need to know basis" as per [Part 5 of the CFCSA](#) (Appendix C);

- d. SCFSS shall, whenever possible work in partnership with the Preservation Worker, the child and family services authority responsible for the child, the Caregiver, and the child to develop a care plan for the child to ensure that adequate supervision and support services are implemented to reduce any risk to the child and other community members;
- e. All concerns pertaining to the child's behaviour must be reported immediately to SCFSS by the Preservation Worker or their designate to ensure that a follow-up is conducted. SCFSS is committed to addressing all concerns promptly and in a manner that respects the safety and well-being of the child and community; and,
- f. If the Preservation Worker is not satisfied that the care plan developed for the child is sufficient to protect the safety and well-being of the child and community members, SCFSS shall not place the child within the UNB community without the expressed permission from the KwU Stemtima/ and the UNB Chief and Council. UNB must provide SCFSS with specific reasons for not supporting the child residing within the UNB community. SCFSS will forward the UNB decision to MCFD and/or other DAA responsible for the child's file.

5.0 Advisory Role

- 5.1 When agreed upon, SCFSS shall provide an advisory role related to the delivery of Services in respect of matters not included in Subsection 3.1 of this Agreement. SCFSS shall review and make recommendations to the UNB, the Courts, and other appropriate bodies in respect of all such matters.

6.0 Services to Be Provided by the Upper Nicola Band

- 6.1 UNB will provide SCFSS with an accurate child population count for children living on UNB reserves including:
 - a. UNB members on and off-reserve; and,
 - b. Non-registered children.
- 6.2 The child population count will be provided to SCFSS as of January 1st annually;
- 6.3 The child population count will be at the cost of SCFSS;
- 6.4 UNB Health Services and the KwU Stemtima/ will work in cooperation with SCFSS and other service providers in order to provide the best possible service to UNB members and residents; and,
- 6.5 SCFSS acknowledges and respects the KwU Stemtima/ Declaration (Appendix C) and will work to support the UNB to achieve their vision for their Relations and in asserting their inherent rights to all governmental control over all matters related to the social justice, including adoptions, of Relations of Syilx ancestry within the UNB jurisdiction.

7.0 Delegation of Authority

- 7.1 The UNB acknowledges and respects the capacity of SCFSS to provide Services for UNB members and residents.

8.0 Communication

- 8.1 SCFSS and UNB will have regular Communication regarding programs and services including newsletter submissions, posters, and media communication;
- 8.2 SCFSS will provide the Preservation Worker or their designate with a quarterly report (March, June, September, and December) outlining the current operations of the Society;
 - a. Quarterly Report to include data, the financial report, outcomes, and information regarding the delivery of Services as outlined in the CAptllkw] Ethic Agreement;
 - b. The Preservation Worker, the Health Director, and the KwU Stemtima/ will review the report and provide recommendations to the UNB Chief and Council;

- 8.3 To facilitate meaningful, effective, and integrated service delivery, SCFSS, the KwU StemtimA/ and Preservation Worker agree to conduct case reviews, at a minimum quarterly; and,
- 8.4 SCFSS and the Preservation Worker agree to inform one another of any relevant workshops or training initiatives and agree to work in partnership to coordinate training and workshops.

9.0 Conflict Resolution

- 9.1 The Signatories agree to abide by the following Conflict Resolution Process:
 - a. Conflicts are avoided wherever possible and Resolution is the preferred outcome. Both Parties will do their best to resolve the conflict within 30 days;
 - b. If a community member has concerns (referred hereafter as the complainant) in regard to the practice of SCFSS, the Preservation Worker will support the community member to participate in either a resolution or an administrative review;
 - c. In resolution, the complainant will bring these concerns to the SCFSS staff member involved in the complaint. They may choose to have an advocate involved for support. The complainant may also request the SCFSS supervisor be-present. SCFSS will involve the Preservation Worker or their designate. A traditional decision-making approach, including the En'owkinWIXw, is an option for resolution; and,
 - d. If the SCFSS staff member is unable to resolve the concerns of the complainant, the concerns will be brought forward to the SCFSS Executive Director or designate for final resolution. The Preservation Worker or designate will remain involved. The Executive Director, Preservation Worker, or the complainant may choose to involve an Elder or a KwU StemtimA/ representative.

10.0 Completing Program Evaluations and Reviews

- 10.1 SCFSS undertakes an annual review by an independent agency review. The review is provided to the Board of Directors for SCFSS and included in the SCFSS Annual Report.

11.0 Further Agreements

- 11.1 As deemed necessary and directed by the UNB, the Parties shall negotiate diligently and in good faith towards further memorandums of understanding to facilitate the exercise by SCFSS of the control and administration of all Services provided to UNB members.

12.0 Terms of the Agreement, Amendment, and Termination

- 12.1 IN WITNESS WHEREOF the Parties have caused this Agreement to be executed on Syilx and Nlaka'pamux territory, in the City of Merritt in the Province of British Columbia, as of the date first written above;
- 12.2 Term of the Agreement is three years on the date signed by the Parties;
- 12.3 This Agreement may be amended in writing from time to time with the agreement of the Parties. At any time, both Parties may provide written notice to the other Party of the need to negotiate amendments, and the Parties will thereafter meet in a timely fashion to endeavour to negotiate and implement amendments;
- 12.4 This Agreement may be terminated by either Party with sixty (60) days written notice delivered in person to the other Party prior to the termination of the last signed Agreement; and,
- 12.5 This Agreement shall ensure to the benefit of and be binding on the Parties and their successors, executors, and administrators.

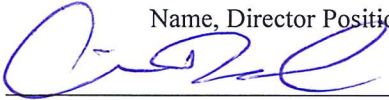
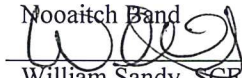
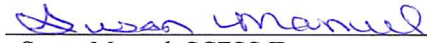
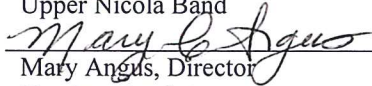

13.0 Without Prejudice

- 13.1 This Agreement is made without prejudice to:

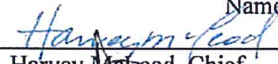
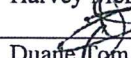
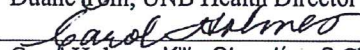
- a. The inherent right of the UNB to exercise jurisdiction over our Relations, to support prevention and child protection; and any other rights of the UNB including, but not limited to, such rights as may be determined.

SIGNED, SEALED AND DELIVERED

Scw'exmx Child and Family Services Society as represented by the Board of Directors

Name, Director Position	Date
 _____ Olivia Buck, SCFSS Board President, Nooaitch Band	<u>Feb 19, 2021</u>
 _____ William Sandy, SCFSS Vice-President, Lower Nicola Band	<u>Feb 17, 2021</u>
 _____ Susan Manuel, SCFSS Treasurer Upper Nicola Band	<u>Feb 17, 2021</u>
 _____ Mary Angus, Director Shackan Band	<u>Feb 17, 2021</u>
 _____ Leah Collins, Director Coldwater Band	<u>Feb, 19/2021</u>

Upper Nicola Band as represented by:

Name	Date
 _____ Harvey McLeod, Chief	<u>Feb 5, 2021</u>
 _____ Duane Tom, UNB Health Director	<u>Feb 5, 2021</u>
 _____ Carol Holmes, K'u Stemtima? Chair	<u>Feb 5, 2021</u>

Appendices and/or Web links

Appendix A: CAptlkw] Ethic


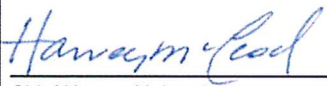


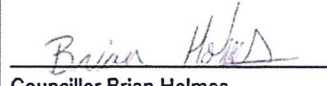
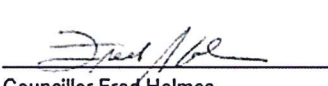
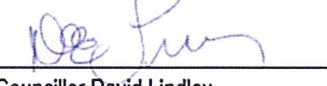
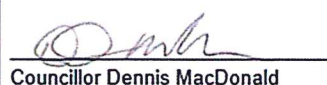
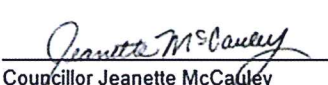
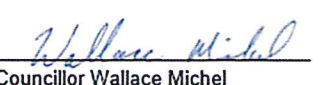

captikʷt̚ ETHIC (The Way It Is)

Upper Nicola Band

We, the Upper Nicola Band, of the Syilx Okanagan Nation, uphold our inherent rights since time immemorial; our rights are protected under Section 35 of the Canadian Constitution Act 1982, *Sui generis* legal rights include Aboriginal Title and Rights to exercise activities, practices, traditions, and customs practices integral to the culture of Upper Nicola Band, of the Syilx Okanagan People.

Captikʷt̚ kc'x'w'iplá?ntm are teaching stories subject to our laws.

Captikʷt̚ Ethic (The Way It Is) will thereafter in this context be referred as the Upper Nicola Band's Adoption Law or just referred to as "our custom adoption law" or just law.

 Upper Nicola		<h2 style="margin: 0;">Band Council Resolution</h2>
The Council of the Upper Nicola Band		BCR Chronological No.: 2021-01-18-01
Physical: 2225 Village Road, Douglas Lake, BC Mailing: Box 3700, Merritt, British Columbia V0K 1B8		File Reference (if applicable):
Date: January 18, 2021		
<p>WHEREAS: The Upper Nicola Band, of the Okanagan Nation, uphold the teachings of the captikw instructions which are the foundations of our laws and responsibilities that come from the natural law of the tmx'ulax' and form the basis of our inherent rights, commonly known as title and rights;</p> <p>WHEREAS: the Nicola Tribal Council's representatives of Lower Nicola, Upper Nicola, Nooaitch, Shackan, and Coldwater Band signed a Delegation Agreement on May 24, 1994, with the Province of BC for the purpose of planning and service delivery of child and family services;</p> <p>WHEREAS: the five Nicola Bands signed a Delegation Confirmation Agreement with the Province of BC on April 1, 2016, with the understanding the Bands have and assert their inherent rights and responsibilities for the support and protection to ensure the children and families have quality services.</p> <p>WHEREAS: Upper Nicola Band (UNB) and Scw'exmx Child and Family Services Society (SCFSS) signed "Our Children, Our Responsibility Protocol Agreement Family Services Protocol on November 24, 2017 (Protocol 2017), for a three-year term.</p> <p>WHEREAS: The K'u Stemtima? represented Upper Nicola Band in the update of the 2017 Protocol Agreement with the document entitled Captikw Ethic Agreement between UNB and SCFSS.</p> <p>THEREFORE, BE IT RESOLVED:</p> <ol style="list-style-type: none"> 1. That the UNB Chief and Council support the K'u Stemtima?, UNB's Health Director and the Child and Family Preservation Worker to represent Band Council through the Captikw Ethic Agreement between UNB and SCFSS that relates to all matters regarding UNB Family Relationships in a collaborative process; 2. That the Chief and Council support the signing of the Captikw Ethic Agreement by the UNB Chief, K'u Stemtima? Chair and Health Director on behalf UNB; and, 3. That the Chief and Council be provided with an annual report, including recommendations from the K'u Stemtima? and SCFSS. 		
Quorum for this Band consists of (5) FIVE		
 Chief Harvey McLeod	 Councillor Mathilda Chillihitzia	 Councillor Stacie Coutlee
 Councillor Brian Holmes	 Councillor Fred Holmes	 Councillor David Lindley
 Councillor Dennis MacDonald	 Councillor Jeanette McCauley	 Councillor Wallace Michel
 Councillor Kevin Ned		

k^wu stəmtíma? Declaration

December 15, 2020

k^wu stəmtíma? tɪ Upper Nicola, declare that the safety, well-being, and identity of Relations is a priority.

yaʔyʔát i? stəmtíma? tɪ Upper Nicola will respectfully:

- Stand up and take responsibility for our Relations
- Awaken and uphold the teachings of our ancestors
- Connect with the Relations, teach respect, self-control, and self discipline
- Raise our children to be leaders and to be ABLE
- Encourage Relations to reclaim their identity
- Demonstrate a strong and health community

k^wu stəmtíma? tɪ Upper Nicola put forth this declaration for the past, present and future Relations of the Upper Nicola

Relations – a 'traditional' term to include children and families and to not separate the two. Relations is used in the captik^w Ethic Agreement between UNB and SCFSS.
yaʔyʔát i? stəmtíma? tɪ means "All Our Grandmothers from"

Appendix D: B.C. Laws and Legislation

Adoption Act

https://www.bclaws.gov.bc.ca/civix/document/id/complete/statreg/291_96

Aboriginal Operational And Practice Standards and Indicators: Operational Standards

https://www2.gov.bc.ca/assets/gov/british-columbians-our-governments/indigenous-people/child-family-development/aopsi_operational_standards.pdf

The B.C. Handbook for Action on Child Abuse and Neglect for Service Providers (June 2017)

https://www2.gov.bc.ca/assets/gov/public-safety-and-emergency-services/public-safety/protecting-children/childabusepreventionhandbook_serviceprovider.pdf

Bill C-92 An Act representing First Nations, Inuit and Metis children, youth and families. s.c. 2019, c. 24
[Government Bill \(House of Commons\) C-92 \(42-1\) - Royal Assent - An Act respecting First Nations, Inuit and Métis children, youth and families - Parliament of Canada](#)

CFCSA Guiding Principles

https://www.bclaws.gov.bc.ca/civix/document/id/complete/statreg/96046_01

CFCSA Child Protection Hearings and Orders. Division 4. Section 33.1- 48
[Child, Family and Community Service Act \(gov.bc.ca\)](#)

CFCSA Duty to Attend and Inform Others of Presentation Hearing

[Child, Family and Community Service Act \(gov.bc.ca\)](#)

CFCSA When Protection is Needed. Section 13

[Child, Family and Community Service Act \(gov.bc.ca\)](#)

CFCSA Freedom of Information and Protection of Privacy Part 5

https://www.bclaws.gov.bc.ca/civix/document/id/complete/statreg/96046_01#part5

Jordan's Principle

<https://www.sac-isc.gc.ca/eng/1568396042341/1568396159824>

Scw'exmx Child & Family Services Society

STRATEGIC PLAN

MISSION

We are all somebody's 7th generation. We are committed to work with our communities and Relations to ensure necessary change and seven generations from now, the need for a child welfare system will no longer exist as our families will be whole and healthy.

VISION

Work collectively to exercise nłe?kepmx and syilx inherent rights as we empower children, young people and families.

CALL TO ACTION

We are at a critical moment in time. A great deal of change is taking place within the current political climate in which we exist. Bold steps are required to actualize the changes necessary for the communities we represent. For the first time since colonization, our action will fundamentally alter the foundation upon which outside governments have imposed political interests of assimilation through the systemic removal of our children.

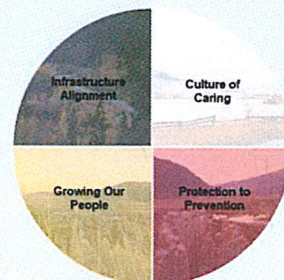
For generations, our children have been the ones on the front line of federally and provincially legislated cultural genocidal regimes. Our families and communities were fractured but never broken. To achieve healing, justice and hope for each child ever removed from their parents, families and communities, it is up to us to provide a new reality for generations to come.

Through the wisdom of our Ancestors, we have been taught the ways to care for one another. We must work towards a future markedly different from the current state wherein there are more Indigenous children in care now than at the height of the residential school era. While the current system is derived of legislation and policy not of the Indigenous origin at a community level or otherwise, we undertake the process of decolonization and bring traditional knowledge, guidance and practices of the nłe?kepmx and syilx forward in collaboration and guidance of our communities.

It is our responsibility to create the necessary change to ensure children currently in care have the advocates they deserve and seven (7) generations from now, the need for a child welfare system will no longer exist as our families will be whole and healthy. nłe?kepmx and syilx ancestors have anticipated this change and passed their wisdom and knowledge on as we respond to this call to action. This very legacy is now ours to nurture and protect as we build a new platform where today's children and families will remain together and rekindle their cultural ways of being.

STRATEGIC DIRECTIONS

Our four Strategic Directions reflect the needs of the communities we serve. We recognize the circle of priorities to mirror the circles within all our communities.



SCW'EXM CHILD AND FAMILY SERVICES SOCIETY
SCWEXMX.COM
250.378.2771