

## Metis In Partnership With KKCFSS

PROTOCOL AGREEMENT BETWEEN

KTUNAXA/KINBASKET CHILD AND FAMILY SERVICES (SOCIETY)  
(hereinafter referred to as KKCFS)



AND

KOOTENAY REGION METIS ASSOCIATION  
(hereinafter referred to as KRMA)

**Whereas** the Ktunaxa Nation, through their Child and Family Services Society, is in the process of assuming responsibility for the delivery of all child and family services for First Nations and Aboriginal people in their traditional territory (map attached) which roughly coincides with the East and West Kootenay Region of the province of British Columbia, initially through delegated authority from the Province of British Columbia and eventually through the definition of their inherent right through self-governance legislation; and

**Whereas** there are resident within the Ktunaxa traditional territory, Aboriginal peoples who are not citizens of the Ktunaxa Nation, but who are eligible to receive benefits as Aboriginal people recognized by section 35.2 of the Constitution Act of Canada (1982) as distinct Aboriginal people of Canada; and

**Whereas** the unique history and cultures of the Aboriginal people of the region must be respected in both service delivery and governance of Child and Family services; and

**Whereas** the Aboriginal people (Ktunaxa/Metis/Urban) of the region, have established a vision and guiding principles, with a goal of eventually forming a regional Child and Family Services authority. The vision being:

*Celebrating diversity, sharing cultural strengths and resources, working together to provide holistic family-centred growth opportunities, through the equitable allocation of resources, to strengthen our identity as accountable, healthy individuals and communities.*

And the guiding principles are:

All Aboriginal people will be eligible to access the same level of services regardless of status or residency.

In all (regional) MCF Planning sessions, all Aboriginal people of this area will be represented.

Aboriginal values will be integrated into planning and service delivery.

The impact of a decision on the collective will be considered paramount to those on the individual.

All Aboriginal people of this area will work together, nurturing and celebrating our common identity.

Authority for planning and allocation of resources in the East Kootenay/ Kootenay Boundary area for Aboriginal Child & Family Services will rest with this regional Aboriginal planning group.

And whereas this group firmly believes that improved, formal dialogue and partnerships are fundamental to:

defining Aboriginal needs,  
improving access and coordination of services,  
improving quality of service and the capacity to deliver, and  
eliminating gaps in services.

Therefore the parties have mutually agreed that:

This Protocol Agreement between the Ktunaxa Nation and Metis Nation will guide the planning for and development of an operational and governance model for services to children and families.

Children and youth in care of KKCFS are entitled to learn about their culture, traditions, extended family, and their home communities. Therefore, each party will work towards reunification of children in care of KKCFS with their respective communities.

The parties recognise that the Metis community has a legislated right to be notified and involved in the planning for their members.

The parties agree that the Metis community needs to be involved in planning for a Metis child/ren in care, or a family member receiving services, and this is consistent with the Child, Family, and Community Service Act (CFCSA) section 2, 3, and 4.

The parties agree that KKCFS will assist in establishing Metis foster homes.

Both parties acknowledge that planning needs to be in the best interests of the children and families, and that planning should be consistent with Section 71, Out-of-home living arrangements and with Aboriginal Operational Practice Standards and Indicators Manual (AOPSI) "Standard 10: Deciding where to Place."

Further, the protocol is congruent with the Guiding Principles (section 2), Service Delivery Principles (section 3), Best Interests of the Child (section 4), and Out-of-home living arrangements (section 71 (3)), of the *Child, Family, and Community Service Act (2002)* and the accompanying Regulations.

In developing a care plan for a Metis child/ren or family, KKCFS will involve KRMA in the development of all such plans of care, placement decisions and access decisions involving the child and in all planning meetings designed to establish, review or modify the child's plan of care, with a goal of "preserving the child's cultural identity including, and, where appropriate, reuniting Aboriginal children, who have been removed from their culture, with their extended families and community of origin." (Strategic Plan for Aboriginal Services, 1999, p. 14).

In order to ensure that Metis cultural interests are respected on an on-going basis, a Metis Elder will be appointed in an advisory capacity to the KKCFS Elders group and to the KKCFS Board.

Appropriate Metis cultural support for case management and service delivery, will be provided either through the hiring of a Metis social worker by the KKCFS, or through an appropriately trained social worker, satisfactory to both parties.

If KKCFS receives a report that a Metis child in care has suffered a breach of his/her rights as prescribed in the Child, Family and Community Service Act, the KKCFS worker shall

involve KRMA in any investigation of the alleged breach and any plan of remedial action.

Where the Aboriginal ancestry of a child is in question, the KKCFS agrees to involve the KRMA in investigating and determining their heritage.

This Agreement does not prejudice either parties' rights of self-governance.

KRMA acknowledges that the information received from KKCFS is subject to Part 5 of the Child, Family and Community Service Act of British Columbia and must be treated in a confidential manner by authorized staff only, as prescribed.

In the event of any conflict arising out of the implementation of this Agreement, the Parties agree to the following conflict resolution process:

The issue to be clarified will be presented, in writing, by the person(s) declaring conflict and addressed to both the Director of the KKCFS and the Director of the KRMA. The Directors will meet and seek resolution through an informal discussion, however, if conflict not resolved here, then,

An Elder from the Ktunaxa Nation and an Elder from the KRMA will be consulted and if the conflict is not resolved here, then

A mutually agreed upon 3<sup>rd</sup> party, in cooperation with the Elders, will recommend a resolution.

The Parties agree to meet together three times a year to review this protocol agreement, with the first meeting to be held three months from the date that this agreement is signed. Each party will be responsible to cover their costs associated with these meetings.