

## KTUNAXA KINBASKET CHILD AND FAMILY SERVICES AGENCY LEVEL 12 &13 and Yaqan Nukiy School PROTOCOL

The KKFSS AGENCY and Yaqan Nukiy School PROTOCOL is intended to define the essential elements of the relationship between the KKFSS agency and Yaqan Nukiy School. It is to be used as a framework that captures the requirements of the *AOPSI Standard #19 Protocol with Ancillary Agencies* (p.39) and *AOPSI Standard #11* (p. 105) and be flexible enough so that KKFSS agency, in consultation with the Yaqan Nukiy School, can identify additional criteria that specifically defines their working relationship.

Protocol Participants	Delegated Authority	Legislation Guiding Protocol	Protocol Goal Statement	Dispute Resolution	Signing Authority	Training
<b>KKCFSS Agency</b>  <b>Yaqan Nukiy School</b>	<p><b>The KKFSS Agency has the following authority</b></p> <p><b>Level 12 Authority</b> KKCFSS social workers have the authority to provide the following services:</p> <ul style="list-style-type: none"> <li>▪ Support Services to Families;</li> <li>▪ Voluntary Care Agreements;</li> <li>▪ Special Needs Agreements;</li> <li>▪ Establishment of Residential Resources.</li> </ul> <p><b>Level 13 Authority</b> KKCFSS social workers have the authority to provide the following services</p> <ul style="list-style-type: none"> <li>▪ Level 12 Services;</li> <li>▪ Guardianship Services for Continuing Care Wards.</li> </ul> <p><b>The KKFSS agency does not have the authority to receive, assess or investigate child protection reports at Level 12 &amp; 13 delegation</b></p>	<p><b>Federal Statutes</b></p> <p><i>Young Offenders Act</i></p> <p><i>Indian Act</i></p> <p><b>Provincial Statutes</b></p> <p><i>Child Family and Community Services Act (CF&amp;CS Act)</i></p> <p><i>Freedom of Information and Protection of Privacy Act</i></p> <p><i>Infants Act</i></p> <p><i>School Act</i></p>	<p>The intent of the protocol between the KKFSS agency and the Yaqan Nukiy School providing services to the Ktunaxa Kinbasket community is to:</p> <ul style="list-style-type: none"> <li>▪ establish communication guidelines between the KKFSS agency and the educational services;</li> <li>▪ to enhance collaborative work practices;</li> <li>▪ to serve as an adjunct to the <i>BC Handbook for Action on Child Abuse and Neglect (MCF 1998)</i>;</li> <li>▪ to be consistent with all relevant legislation that defines practice in the delivery of educational services and child and family services.</li> </ul>	<p>Any procedural issues or questions of jurisdiction that arise between the Level 12 &amp;13 KKFSS agency and the Yaqan Nukiy School will be addressed by the KKFSS Executive Director and the Yaqan Nukiy School Superintendent.</p> <p>Any complaint regarding non compliance to the protocol would include:</p> <ol style="list-style-type: none"> <li>1. Multi-step process: <ul style="list-style-type: none"> <li>▪ efforts to resolve matter by front line social worker and individual school staff person;</li> <li>▪ involvement of the agency supervisor and school principal when resolution is not obtained at initial level.</li> </ul> </li> <li>2. Time lines to be established for responding to concerns.</li> <li>3. Documentation- concerns to be documented in writing.</li> </ol>	<p>The Protocol between the KKFSS agency with Level 12 &amp;13 delegation authority and the Yaqan Nukiy School will be signed off by the KKFSS Executive Director, the Yaqan Nukiy School Superintendent and staff responsible for the training and implementation of the protocol for their organization.</p> <p>Please see <i>Term and Sign-Off</i> (p. 4).</p>	<p>Participants are to define the following aspects of training:</p> <ul style="list-style-type: none"> <li>▪ how the different levels of staff in the organizations will be trained;</li> <li>▪ if a multi-disciplinary team will provide training to a multi-disciplinary audience;</li> <li>▪ if the training will be an integral part of staff training.</li> </ul>

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Protocol Participants	Legal Duty to Report Section 14 <i>CFCSA</i>	Information Sharing			Protocol Review
<p><b>KKCFSS Agency</b> <b>Yaqaan Nukiy School</b></p>	<p>School staff who have reason to believe that a child has been or is likely to be physically harmed, sexually abused or sexually exploited, or needs protection due to the specific circumstances outlined in Sec 13 of the <i>Child, Family and Community Service Act</i>, are legally responsible to report the matter to a child protection social worker.</p> <p>The <i>CFCS Sec 14 Duty to Report</i> applies to everyone, including service providers, family members and the general public.</p> <p>The legal duty to report overrides any duty of confidentiality, except in a solicitor-client relationship.</p> <p>School staff is to report their concerns to the local Ministry for Children and Family Development Child Protection social worker.</p> <p><b>The KKCFSS agency does not have the authority to receive, assess or investigate child protection reports.</b></p>	<p><b>KKCFSS Level 12 social worker will provide information to the school regarding a child when the child:</b></p> <ul style="list-style-type: none"> <li>▪ is receiving Voluntary Care Services and residing in a Family Care Home,</li> <li>▪ is referred to services so that the service provider may attend the school to see the child or to transport the child to or from the school. (In this circumstance, the social worker will inform the school of the services provider's name, service provided, schedule of the service and proof of parental consent for the child to have contact with the service provider);</li> <li>▪ is participating in an agency service that impacts the child's attendance in the school day.</li> </ul> <p><b>KKCFSS Level 13 social worker will provide the additional information to the school regarding a child in Continuing Custody re:</b></p> <ul style="list-style-type: none"> <li>▪ guardianship responsibilities of the social worker;</li> <li>▪ legal status of the child;</li> <li>▪ placement information;</li> <li>▪ previous school history;</li> <li>▪ any information relevant to the safety and well being of the child;</li> <li>▪ all information that impacts the child's ability to learn and participate in school activities;</li> <li>▪ all critical medical and health information;</li> <li>▪ names of persons who may not have access to the child and a process to follow if a person with a 'no contact order' attempts to access the child at the school or on school property.</li> </ul>	<p><b>The school will provide information to the KKCFSS social worker re the child when:</b></p> <ul style="list-style-type: none"> <li>▪ referring the child or the child's family to a service provided by the KKCFSS agency;</li> <li>▪ when the school refers a child and or his family to an agency service; the school will inform the agency of any known protective interventions so that the agency may coordinate their services with the local MCFD child protection services.</li> </ul> <p><b>CFNCS Level 13</b></p> <ul style="list-style-type: none"> <li>▪ When the KKCFSS social worker has guardianship of the Continuing Care ward, she is entitled to all information regarding the child.</li> </ul>	<p><b>Information Sharing Process</b></p> <p>Information between the schools and the KKCFSS agency may be shared for the delivery of coordinated services through the following processes:</p> <ul style="list-style-type: none"> <li>▪ one on one contact- the social worker and school staff may share information on a case by case basis;</li> <li>▪ case conferences- the social worker and school staff may share information through case conferences;</li> <li>▪ Comprehensive Plans of Care- the social worker may request school attendance at the Comprehensive Plan of Care meeting;</li> <li>▪ written reports- the social worker and school staff may exchange written reports re the child and the family;</li> <li>▪ workshops- both services may provide workshops to inform the other of available services and programs.</li> </ul>	<p><b>Participants establish time frames and process to be used to review:</b></p> <ul style="list-style-type: none"> <li>▪ the implementation of the protocol;</li> <li>▪ adjustments to the text as needed and required;</li> <li>▪ updating of information, local resources, contact information;</li> <li>▪ change in the level of delegation and authority of the Ktunaxa Kinbasket agency.</li> </ul>

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## Appendix A KKCFSS AGENCY LEVEL 12 &13 and YAQAN NUKIY SCHOOL PROTOCOL

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### Terms of Reference

- 1. Child** person under 19 years of age.
- 2. Youth** person who is 16 years of age or over but is under 19 years of age.
- 3. Parent** For the purpose of *CFCSA*:  
the mother of a child;  
the father of a child;  
a person to whom custody has been granted by a court of competent jurisdiction or by an agreement;  
a person with whom a child resides and who stands in the place of the child's mother or father  
does not include a caregiver or director.  
For the purpose of the *School Act*:  
A guardian of the person of the student or child,  
The person legally entitled to custody of the student or child  
The person who usually *has the care and control of the student or child*
- 4. Police** are defined in the *Police Act* to include the RCMP; independent municipal police and those established under section 4.1 as designated policing units, such as Ktunaxa Kinbasket administered police services.
- 5. Ktunaxa Kinbasket Agency Child & Family Service**  
an agency with the authority to provide Level 12, 13 and 15 Child and Family Services for the defined Ktunaxa Kinbasket community
- 6. Ktunaxa Kinbasket Child & Family Service Social Worker Level 12& 13**  
a social worker with the delegated authority to provide with Voluntary Family Services and Guardianship Services under the *CFCS Act*.
- 7. Principal**  
means a principal of a school in the Yaqan Nukiy School appointed by the board of school trustees under the *School Act* and includes a vice-principal.
- 8. Yaqan Nukiy School**  
means a school created or constituted under the *School Act* and includes the board of school trustees of the district and every school with the district.
- 9. School setting** refers to the place where a student attends school and includes authorized school activities or functions.
- 10. Superintendent of schools**  
refers to the superintendent of schools for the Yaqan Nukiy School appointed by the board of school trustees under the *School Act* and includes an assistant superintendent of schools.

**Term and Sign-Off**

Regardless of the date of execution and delivery of the agreement, the term of this Agreement starts on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, and continues until a Party has given the other Parties at least \_\_\_\_\_ days written notice that this Agreement is to end and the period of notice has elapsed. The Parties have signed this Agreement as follows:

Signed on behalf of the Ktunaxa Kinbasket Child and Family Services Society by its authorized representative on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Signed \_\_\_\_\_

Print Name \_\_\_\_\_

Print Title \_\_\_\_\_

Signed on behalf of the \_\_\_\_\_ (school agency) by its authorized representative on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Signed \_\_\_\_\_

Print Name \_\_\_\_\_

Print Title \_\_\_\_\_

## Acknowledgments

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*Trilateral Protocol Agreement between Ktunaxa/Kinbasket Children and Families, RCMP and Yaqaan Nukiy School.*

*BC Handbook for Action on Child Abuse and Neglect (MCF 1998)*

*Federal Statutes*

*Criminal Code of Canada*

*Privacy Act and Access to Information Act*

*RCMP Act*

*Indian Act*

*Provincial Statutes*

*Child Family and Community Services Act (CF&CS Act)*

*Freedom of Information and Protection of Privacy Act*

*Infants Act*

*School Act*