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Kinosao Sipi Ininewi Wanasiweywin Norway House Cree Nation Family Law

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Preamble -

Affirmation

- *E tipenisimowahk ininii wanasiwewinihk isi.*
Our inherent right of self-governance.
- *E kii miinikoyahk kaskihewesowin ota nitaskiinahk kita pimiyohpikihawasowahk.*
Our inherent right and obligation to raise our children within our lands.
- *E kii miinikoyahk mino ohpikihawasowin, nitayamiwinahk asici niwahotowinahk isi, ininii wanasiwewinahk kita isi pimohtatayahk.*
Our inherent right to raise our children within our kinship structures and language as supported by our laws.
- *E kii miinikowahk mino wahohtowin kiipyapic inini wanasiwewinahk e isi tipentakosit poko ite kayat nitiniiminaan akwa nicawasimisaan.*
Our inherent right of jurisdiction to make decisions about our children and families wherever they reside.

Ohi kehcinaahowina kii penaskiwenikatewa moniyawi owanasiwewina kati wiihchikateki:
These certainties have been affirmed in the following Canadian and International laws:

- Section 35 of the Constitution Act, 1982 recognizes and affirms Norway House Cree Nation people's inherent right of self-government which includes jurisdiction in relation to child and family services, including legislative authority in relation to those services and authority to administer and enforce laws made under that legislative authority and affirmed by the Supreme Court of Canada.
- the United Nations Declaration on the Rights of Indigenous Peoples.
- the United Nations Convention on the Rights of the Child.
- the International Convention on the Elimination of All Forms of Racial Discrimination.
- Canada's United Nations Declaration on the Rights of Indigenous Peoples Act.

- Canada's Act relating to First Nations, Inuit and Métis children, youth and families.
- Rulings and orders of the Canadian Human Rights Tribunal reflected in Decision 2016 CHRT-2, under the Canadian Human Rights Act.
- Canada's Indigenous Languages Act.

SECTION 1 *Kiscikekone ka Aspaciyaḥk* ᑭᑭᑭᑭᑭᑭᑭᑭ ᑭ ᑭᑭᑭᑭᑭᑭᑭᑭ **Declaration of Principles**

- 1.1** Ekoni ohi kiscikekwana ka aspaciyaḥk tapasikonikamahk oma wanasiwewin:
We rely upon the following principles underlying these concepts, and contained within our Treaty and international laws, to guide the implementation of this law:
- Tipenimisowin/ *Self-determination*
 - Takanawenitamahk kakiisi miinikoyaḥk Kisemanito kita ohpikinawasoyaḥk/ *Cultural Continuity*
 - Pahpeyakwan inikohk Akonayikewin /*Substantive Equality*
 - Tepipanowin kita Pimothtemakahk/ *Sustainability*

Kakii isi miinikoyaḥk Kisemanito ta isi mino ohpikihawasoyaḥk, ekote ka oscipanik oma niwanasiwewinaan. Ka kii kiiskinamakawahk awa Canada nikaskihewisinnaan takii pamihayahok miina kita mino ohpikihawasowak nicawasimisinanak, nitayamiwinahk asici niwahotowinahk isi, eko oma niininan Kinosao Siipii ininiwak ka wii atoskatamaahk kita mamawii kithtom mino ohpikihawasoyaḥk. Akwa oma wanasiwewinik kita oscipanik niisohamakewin sooniyawi okimahk osci, kescinatc kita tepipaniyaḥk kaskihewesiwin miina sooniyas ta totamahk ohi kewkana, anosc miina niikanihk isi. Pahpeyakwan inikohk akwanahkwewin kita miinikoyaḥk Canada tapiskoc otininiima ka isi akwanahot.

Creator gave us our law of mino ohpikihawasowin for the holistic raising of our children within our families, language, lands, and natural laws. Canada recognizes the legacy of residential schools and the harms caused by colonial policies and practices which disrupted mino ohpikihawasowin, resulting in intergenerational trauma, and more recently, the disruption that our families have experienced in relation to provincial child and family services systems. In addition, the Canadian Human Rights Act is legislation created by Canada. It governs the Canadian Human Rights Tribunal, which ruled in Decision 2016 CHRT 2 that substantive equality in relation to equitable funding and supports for First Nations Child and Family Services is required to ensure the sustainability of a child and family service system that meets the needs of generations of First Nations children, their families, and their communities.

Furthermore, Canada has committed in 'An Act respecting First Nations, Inuit and Métis children, youth and families' that it will be administered in accordance with the principles of substantive equality; recognizing in particular the right of indigenous families and communities to retain shared responsibility for the upbringing, training, education and well-being of their children, consistent with the rights of the child as articulated in the United Nations Convention on the Rights of the Child and in the United Nations Declaration on the Rights of Indigenous People.

SECTION 2 *E isi Mekiimakahk* ∇ Δρ 7PŁb¹¹

Interpretation of this Law

- 2.1** Pᓄኃ ᑭᐱ ልዎትል ብሉየንል ን ልዋታይ ወይ ብሉየንል
Kinosao Sipi Ininewi Wanasiweywin isinihkatew oma wanasiwewin.
- (Citation) This Law may be cited as the Norway House Cree Nation Ininewi Wanasiweywin (Norway House Cree Nation Family Law).
- 2.2** Ꮚᔨᒻᗪᐅᖁᐣ PC ልዮ መርጋጂጨጓ ወይ ብሉየንል
Nitayamiwinahk kita isi nisitohtamakemakan oma wanasiwewin.
- This Law shall be interpreted in accordance with our language (commonly referred to as the ‘N’ dialect and specifically as spoken and understood by Norway House Cree Nation Elders and people).
- 2.3** መስተፋፍቴ፡፡ የበለጸጀው በእርሰነው አካል ብሉየንል
Nistam kamasiniyikatek kikastanowan ota wanasiwewinihk.
- The preamble is a part of this Law.
- 2.4** እርሷንም ብሉየንል፤ ሆኖና ትችላለሁት መመርመር ወይ ብሉየንል፤ ወይ የᓄኃ ᑭᐱ ልዎትል ብሉየንል፤ PC ለጠቀሙት
Ita pitos wanasiwewin ka pakamiskakot nitiniiiminan ocawasimisa osci, oma Kinosao Sipi Ininewi Wanasiweywin kita pimitisahikatew.
- Where there is a conflict or inconsistency between a provision relating to child and family services that is in this Law and a provision relating to child and family services that is in a provincial law or regulation or other law or regulation, the provision that is in this Law prevails to the extent of the conflict or inconsistency.
- 2.5** ማሞላ። የᓄኃ ᑭᐱ ንጹህነትን ማስጠበቅና ማረጋገጥ ወይ ብሉየንል፤
አማኝ ማረጋገጥ

Through this **Law** the Norway House Cree Nation people authorize **Council** to act on their behalf as the designated Indigenous governing body.

Oma wanasiwewinihk, 'shall' e yitastek akoni poko kitati tocikatek akwa kisasin 'may' itastew, akoni kitakiitocikatew ispaniki ispii.

3.1 In this Law:

- Abuse** is when a child is deliberately harmed by an act or omission by any person, where that act or omission results in physical injury to a child, emotional or physical disability of a permanent nature in the child or is likely to result in such a disability, or results in sexual exploitation of the child with or without the child's consent.

- Act** means *An Act respecting First Nations, Inuit and Métis children, youth and families*.

- Adoption** of a child by customary practice or another process as prescribed in this Law.

- Agency** means a child and family service agency or authority mandated by Provincial or Territorial laws, or the laws of other Indigenous Governing Bodies.

- e) *Ka otiniht Awasis ota wanasiwewinihk, eko ana Awasis ka otiniht wiitkwemakana osci, akwa piitos ite kayaniht takanawenitakosit.*

Alternate Care of a child means Oniisohamakewin Ohpikihawasowin has removed a child from their parents or guardian, with or without parental or guardian consent, and with or without an order from Onahawinikewak.

- f) *Ewanasinayikatek ka wanasiwecik Okimahkan miina Itasiwewiniwak.*

Resolution means a Band Council Resolution or a written resolution passed at a duly convened meeting of the Norway House Cree Nation Chief and Council.

- g) *Mawac kita isi mino ohpikit Awasis atimasiniykatew ota wanasiwewinihk.*

Best Interest of the Child has the meaning prescribed in this Law. See section 4.2.

- h) *Kapamihawasot itaw ana inino tahtokiisikaw kapimipamihat ka kii otinimiht Awasisa ahpo nomake kapatinimiht.*

Care Provider means an adult person who has the primary responsibility for providing the day-to-day care of a child, including in accordance with the customs or traditions of the Norway House Cree Nation, and who is not the child's parent.

- i) *Awasis e itoniwahk, eko ana inino eka ceskwa ka tipihtatowaskiinet, weka ekosi etentakosit ita eka ka kescinahonanowahk.*

Child (or 'child') means a person who is under the age of 18 years, or in the absence of evidence to the contrary, appears to be under the age of 18 years.

- j) *Ota wanasiwewinihk ka isi wiiscikatek, ekoni ohi niisohamakewina kapimohtatacik Oniisohamakewin Ohpikihawasowin kiycikatek, ita ka osci nanakatawewinimihcik awasisak ominisowiniwahk kamanipaniikocik.*

Child Protection and Family Services means a program or service provided to a child and family where there is an on-going risk of family breakdown and increased risk of the child coming into care or where the child is in the care of, or who is receiving services from, Oniisohamakewin Ohpikihawasowin.

- k) *Okimahkan miina Itasiwewiniwak ekonik Council kayitihcik.*

Council means the Chief and Councillors of the Norway House Cree Nation.

- l) *Tapahohtowinihk ka is otiniht Awasis.*

Customary adoption is an essential cultural practice of adoption where a clear parent-child relationship is established through Norway House Cree Nation customary laws.

- m) *Otatoskenkan kaniikaniskahk Kawii Pimohtatacik.*

Director means the Director of Kawii Pimohtatacik.

- n) *Ana Kinosao Sipi Inino ka tipihtahtowaskiyinet kita pimipahtastahk kekon.*

Elector is a Norway House Cree Nation member who is eligible to vote, as defined by Norway House Cree Nation.

- o) *Ana oskatis pe otanahk kakii otiniht kita piminiisohamaht ota osci wanasiwewinihk, isko niisomitanaw nikotososap kita itahtowaskiinet; kisasin ekosi kita isi natawentakon.*

Extension of care means continuing care, support, and provision for access to services where warranted for an individual beyond 18 years of age who has been a Ward and may include individuals up to age 26 or greater.

- p) *Kaniikaniskahk Oniisohamakewin Ohpikihawasowin 'Executive Director' itaw.*

Executive Director means the Executive Director of Oniisohamakewin Ohpikihawasowin.

- q) *Awasis ominisowin kayitoniwahk, ekoni anihi oniikiikomawa, ohkawiiwa, ohtawiiwa, ohkoma, omosoma, omisa, ostesa, osiima, otosisa, ohkomisa, wiicisana, miina kotakiiya tipinow wiina kawahkomat, anihki katapahomikot ahpo kakikanimiht ominisowinihk ininiwinahk isi.*

Family means a child's mother, father, sibling, grandparent, aunt, uncle, cousin, matrilineal and patrilineal kin, guardian, other relatives whether by blood, cultural adoption, or marriage, and any person other than a foster parent who, prior to the involvement of the Oniisohamakewin Ohpikihawasowin, undertook substantial responsibility in providing care for the child and includes a person whom a child considers to be a close relative or whom Norway House Cree Nation, in accordance with its customs, traditions and customary adoption practices, considers to be a close relative of the child.

- r) *Awiiyak ka itakimiht patote osci wanasiwewinihk, wiina kita tipenimat awasisa ka ohpikihat. Akwa eka ceskwa kwanasiwacikatek ota oma wanasiwewinihk.*

Guardian means a person who has been appointed under provincial, federal, or other external laws as legally responsible for the care of a specific child.

Recognition of that person as a guardian under this Law will be determined in accordance with the principles and processes set out in this Law.

- s) *Mamawapowin katepocikatek kinosao sipi ininowak otisiisicikeweniwahk isi.*

General Band Meeting means a meeting of Electors convened in accordance with the traditional practice of Norway House Cree Nation.

- t) *Ininiimowin icikatew kitayamiwinaw ota Kinosao Sipihk.*

Ininiimowin is the language of Norway House Cree Nation (commonly referred to as 'Cree').

- u) *Kamamiinohemocik itawak kehteyatisak kawii wiicihakik Oniisohamakewin Ohpikihawasowin atoskenana kita kakanohemacik oniikiikomawa ita ka manipaniikocik ominisowiniwahk ocawasimisowawa osci..*

Kamamiinohemocik is an advisory committee to provide cultural guidance and direction to families and children that have become involved with Oniisohamakewin Ohpikihawasowin and to provide recommendations to Oniisohamakewin Ohpikihawasowin staff in the broader aspects of prevention and promoting the strengthening of families.

- v) *Kawii Pimohtatacik ta kanawapamikok koyask kita pasikonikatek oma Kinosao Sipi Minoyawin Niisohamakewin, miina koyask kita pimohtatanowahk oma wanasiwewin.*

Kawii Pimohtatacik is the oversight body mandated by Norway House Cree Nation to be responsible for the implementation of Kinosao Sipi Minoyawin Family Services.

- w) *Ekonik ohi kehteyatisak, Kehteyak itawak, kita kakanohemewak akwa taniisohamawewak Kawii Pimohtatacik ta pasikonahik oma wanasiwewin.*

Kehteyak are Norway House Cree Nation's advisory group of Elders that shall provide guidance and assist Kawii Pimohtatacik in the implementation of this Law.

- x) *Kinosao Sipi eyitoniwahk, akoni peyakwan Norway House Cree Nation.*

Kinosao Sipi means Norway House Cree Nation.

- y) *Kino sao Sipi Minoyawin icikatew ita kawii mamawi kanawapacikateki nanatohk niisohamakewin kapasikonkatek ota wanasiwewinihk.*

Kinosao Sipi Minoyawin Family Services means the child and family services delivery framework established under this Law.

z) *Kisasin 'Law' etastek ota masinayikanihk, oma Kinosa Sipi Ininewi Wanasiweywin kayicikatek.*

Law means Norway House Cree Nation Ininewi Wanasiweywin (Norway House Cree Nation Family Law).

aa) *Kinosa Sipi Inino kayitoniwahk, eko ana inino ota Kinisa Sipiikh ka osci tipentakosit.*

Member means any person who, under the Indian Act, R.S.C., 1985, c. I-5, is a member of Norway House Cree Nation including any person of Norway House Cree Nation ancestry who is a member of Norway House Cree Nation pursuant to its membership code adopted under the Indian Act or under any that may be adopted under any other applicable federal legislation or citizenship law as established or understood by Norway House Cree Nation.

bb) *Poko kita pewiitamahcik oniikiikomawak, kapamihawasowcik miina Kinosa Sipi Okimahkan akwa Itasiwewiniwak kekon piitos eyispanik Kinosa Sipi Awasis osci patote kakanawenimiht.*

Notice means a notice to be provided to the child's parent and the care provider, as well as to the Indigenous governing body before taking any significant measure in relation to the child, pursuant to Section 12(1) of the **Act**.

cc) *Ewanasiniyikateki tansi towiihkan piitos kekona eyispanika Kinosa Sipi Awasis osci patote kakanawenimiht akwa ekota ispii ke pewiihcikatek*

Notice Indicators are incidents or occurrences that require a Notice to Norway House Cree Nation, as set out in this Law.

dd) *Onahawinikewak kawii wanasiwecik ispii ekosi isi nitawenitakohk oma wanasiwewinihk isi, tapiskoc kakii pe tocikatek otanahk.*

Onahawinikewak means the tribunal that provides an alternative dispute resolution system grounded in the traditional practices of the Norway House Cree Nation. Onahawinikewak conduct hearings and adjudicate all matters, as well as any other issues or disputes contemplated or authorized by this Law, in accordance with the inherent right to self-government of Norway House Cree Nation.

ee) *Oniisohamakewin Ohpikihawasowin kita pimohtatow omeno atoskewin ("Kinosa Sipi Minisowin Agency" mana kakii isinihkatek).*

Oniisohamakewin Ohpikihawasowin is the prevention focused Child Protection and Family Services enacted under this Law (formerly Kinosa Sipi Minisowin Agency).

ff) *Oniisohamakewin Ohpikihawasowin Board ka icikatek kita niisohkamiwew atoskenakana kita pasikonahkik omeno atoskewino.*

Oniisohamakewin Ohpikihawasowin Board is the entity responsible for providing guidance and direction to the Executive Director in the implementation and delivery of Oniisohamakewin Ohpikihawasowin services.

gg) *Opamihawasowak itawak nomakes ka kananawasocik anihi awasisa kakiiwatisinit, ahpo kamaskisinit, ahpo owahomakaniwaw ocawasima ka otinimiht.*

Opamihawasowak means caregiver, and which also includes the following: alternate caregivers, kinship caregivers, specialized medical kinship caregivers, and specialized medical caregivers.

hh) *Oniikaniiwak kita wanaskonewak Otayamiistamakew kitapiikiskwestamowat kinosao sipi ininowa ka animipaniikonit ocawasimisowaw osci.*

Otayamiistamakew is the advocate for Norway House Cree Nation children and families who require advocacy in relation to child protection and prevention services, including families who believe they are not receiving equitable services.

ii) *Niisohamakewin kita ihtakwan, Pikowacayihk Pimacihowin kita icikatew, ininiiwi pimatisiwin kita kiskinomahcik awasisak miina oniikiikomawak, minoyawinihk isi.*

Pikowacayihk Pimacihowin is the culturally appropriate land-based wellness service for Norway House Cree Nation families and their children.

jj) *Okimahkan asici Itasiwewinowak miina Kawii Pimohtatacik ota osci wananisiwewinihk kita pasikonamok Natawiwekamika anihkik osci kapakamiskakocik ominisowinowahk e animanik kekon.*

Residential Care Facility means any place established, designated or licensed, by Kawii Pimohtatacik as healing centers for the residential care and treatment of families and their children.

kk) *Awasis ka wiici ohpikit kotakiya awasisa nimis, nistes weka nisiim ka itahomat akwa ekosi ka isi kanawapamikot anihi kapimi ohpikiikocik.*

Sibling groups mean children who are being raised together as siblings and are considered siblings by the family.

ll) *'Ward' etoniwahk eko ana Awasis kakiy otiniht. Tahopiso oma wanasiwewinihk ana kaniikaniskahk omeno Oniisohamakewin Ohpikihawasowin wiina kanawapamik koyask kitapamihat ana Awasisa, kiasin wiinawaw kayawacik wekaci kakii ohtinacik. Kiasin piitos ite patitote kakii otiniht miina kakanawenimiht ana Awasis, wiista tahopiso kotak anisino owanasiwewinihk isi ahpo emistikosiwinak osci*

wanasiwewinihk, ana kakii ohtinaht miina kapimipamihat koyask kitapamihat ana Awasisa.

Ward means a child of whom the Executive Director of Oniisohamakewin Ohpikihawasowin, or another child and family service or agency mandated under an Indigenous, Provincial, Territorial or other law, is the guardian.

SECTION 4 *Ke Itapacihtanowahk oma Wanasiwewin ᑭᐱᑭᐱᑦ ᐱᐱᐱᐱᑦ ᐱᐱᐱᐱᑦ ᐱᐱᐱᐱᑦ ᐱᐱᐱᐱᑦ* **Purpose of this Law**

4.1 *Ewanastanowahki ohki kekona:*

The purposes of this **Law** include the following:

- a) *Esiihtoskacikatek ota wanasiwewinihk otipenimisowiniwaw Kinosao Sipi Ininowak, ocawasimisowawa asici ominisiwinowawa osci.*

Affirmation of the inherent rights and jurisdiction of the Norway House Cree Nation over child and family services for its **Members**.

- b) *Ewanaskonikatek tanisi koyask ininiwinahk ta yisi niisohamahcik Awasisak miina oniikiikomawak miina Kinosao Sipi Ininowak.*

Sets out the components of programs and services for the provision of culturally appropriate child and family services.

- c) *Ewanaskonikatek tanisi ke isi nahawinikaniwak ispii ekosi eyisi nitawenitakwahk.*

Sets out the dispute resolution mechanisms.

- d) *Ewanaskonikatek asici epasikonikatek ota wanasiwewinihk anihi atoskewina miina apahcitawina kantawentakowahi ita kita osci niisohamahcik minoyawinihk isi Awasisak miina Oniikiikomawak miina Ininowak akowa kita osci nanakatawewinimihcik awasisak.*

To mandate and establish all services provided for under the **Law**.

4.2 *Tansi mawac keyisi minoyat miina kita mino ohpikit awasis ota wiiscikatew; Akwa ekoni ohi kewkwana kita kanawapahcikateki ispii ewanastaniwahk ahpo ewanasiwacikatek kekon Awasis osci.*

Ensuring the **Best Interest of the Child** must be paramount in any decision-making about the child. The **Best Interest of the Child** includes basic needs to be provided and the best conditions for the well-being and balanced growth of the child to be considered in the decision-making process. The following must be considered:

- a) PC ᑦᓂᓴᑦ ᐱᐱᑦᓂ ᑦᑦᑦᓂ ᐱᐅ ᓂᐱᓂ PC ᑦᓂᐅᑦ
Kita miiniht awasis miicimino akwa nipiino ta minoskaakot.
 Food and water that nourishes the child.
- b) ᐱᐱᑦᓂ PC ᑦᓂᓴᑦ ᐱᑦᑕᑦ ᐱᑕ PCᐱᑦᑦ ᐱᐅ ᑦᑦᑕ PC ᑦᐅᐅᑦᑕᑦ
Awasis kita miiniht nantaw ita kitawiikit akwa ekota kita kohkiwatenimot.
 The child to be provided a home where the child feels safe.
- c) ᐱᐱᑦᓂ ᑦᑦᑦᑕᓂᓴᑦ ᑕ ᐱᑦ ᑦᓂᐅᐱᑦᑕᑦᑕᑦᑦ
Awasis sakiiwewinihk ta isi minokanawenitakosit.
 The child to be loved and protected.
- d) ᑕᑦᑦᑦᑕᓂ PC ᑦᓂᓴᑦ ᐱᐱᑦᓂ ᓂᑕᑦᑕᑦᑕᑦᑕᑦᑦ ᑦᓂᑦᑕᓂᓴᑦ ᐱᑦ
Maskihkiino kita miiniht awasis nitawentakoniki minoyawinihk isi.
 The child shall be provided with medicine and holistic health care, as well as appropriate medical services as needed, to support and maintain good health.
- e) ᑦᑕᑦᑦᑕᑦ PC ᑦᑦᑦᑕᓂᓴᑦ ᐱᐱᑦᓂ
Otayamiwin kita kiskinomaht awasis.
 The child to be taught their language.
- f) ᐱᐱᑦᓂ ᑦᑦᑦᑕᓂᓴᑦ PC ᐱᐅᑦᑕᓂᓴᑦ
Awasis owahkomakana kita nakayenimat.
 The child to be familiar with their relatives.
- g) ᐱᑦᑕ ᐱᑕᑦᑕᓂᓴᑦ PC ᐱᑦ ᓂᑦᑦᑕᓂᓴᑦ ᐱᐱᑦᓂ
Ininii pimatisiwinihk kita isi niisohkamaht awasis.
 The child to be provided culturally appropriate services.

4.3 *Niisohamakewina ewanastaniwahki ininiiwi isiscikewinihk isi, eka awasime pakonitaw kita wawi otinihcik awasisak omisiniwihk osci, ta wiicihihcik Kinosao Sipi ininowak owahohtowiniwak miina minoyawinihk kita isi mamawi ohpikinawasocik:*
 Ensuring the best interests of the family by establishing prevention-focused, culturally appropriate services that strengthen families; reduce the number of children in agency care by addressing the root causes of child and family system interventions; assist with the reunification of children and their families; protect children; and contribute to the well-being and thriving of Norway House Cree Nation children, families, and communities includes the following specific goals:

- a) *Kita wiiciiscik Kinosao Sipi ininowak otohpikinawasowiniwaw.*

- b) *Kita niisohamahcik kapimi nitayiwihocik oniikiikomawak miina awasisak anita osci ka mamaw pakamiskot Kinosao Sipi Inino anihi monyawawi isihcikewina kamanatahi.*
To provide services for support of healing and recovery from the on-going harmful intergenerational effects of Indian Residential schools, Indian Day schools, the erosion of language, culture, resilience and the resulting racism, family breakdown, and other harmful effects of Canada's colonization and assimilation policies.
- c) *Kita niisohamahcik Kinosao Sipi ininiwak, oniikiikomawak miina Awasisak otayamiwiniwaw kiihtom ta mamawi apacihtacik eka kitawanitacik.*
To ensure cultural continuity, families and their children shall be supported in the revitalization and retention of our **Ininiimowin** language. This support shall be provided throughout all stages of childhood, and the use of Ininiimowin shall be actively promoted and sustained.
- d) *Kita kanawenicikateki anosc miina ote isi niikanihk kayihtakowahki mekoc niisohamakewina asici kati pasikonikateki ota wanasiwewinihk ka osci wiicihihtcik awasisak.*
To ensure equitable resourcing and the sustainability of both existing services and those to be developed under this **Law**, for the benefit of our children, families, and future generations.
- 4.4** *Ota osci Kinosao Sipi Ininewi Wanasiweywin miinawak maskawisiwin Kawii Pimohtatacik kita pasikonahkik kita niipawiimakaniki ohi niisohamakewina kati miskocikateki ota wanasiwewinihk.*
Kawii Pimohtatacik shall formally mandate **Kinosao Sipi Minoyawin Family Services** as the designated service delivery framework responsible for the delivery, and coordination of child and family services under this **Law**. This mandate shall include the authority to implement programs, develop service standards, and carry out responsibilities consistent with the values, legal traditions, and priorities of Norway House Cree Nation.

SECTION 5 *Siihtoskewin* ᓃᑦᑎᑦᑐᑦᑐᑦ **Prevention Focused Services**

Priority of Preventive Services

- 5.1** Preventive services, consistent with Section 14 (1) of the **Act** and consistent with the **Best Interest of the Child**, shall be given priority over other services.
- 5.2** Preventive services shall include primary, secondary, and tertiary services designed to address the root causes of family breakdown and prevent children from coming into agency or alternate care. These services shall focus on strengthening families, maintaining family unity, and ensuring the child's safety and well-being through culturally appropriate services and supports.
- a) Primary prevention services are aimed at the community as a whole.
 - b) Secondary prevention services are for all Norway House Cree Nation children and their families.
 - c) Tertiary prevention services target specific families when a child has been identified as at risk of harm or maltreatment. Tertiary prevention attempts to mitigate the risks of separating a child from their family and end the crisis.

Kinosao Sipi Minoyawin Family Services

- 5.2** Child and Family Services shall be delivered under the organizational structure to be known as **Kinosao Sipi Minoyawin Family Services**, shall include the following service departments and advisory and oversight bodies:

a) **Kawii Pimohtatacik**

Kawii Pimohtatacik ta kanawapamikok koyask kita pasikonikatek oma Kinosao Sipi Minoyawin Niisohamakewin, miina koyask kita pimohtatanowahk oma wanasiwewin.

A board of governors, to be known as **Kawii Pimohtatacik**, shall establish **Kinosao Sipi Minoyawin Family Services** and ensure the proper implementation of, and adherence to, this **Law**. It shall exercise oversight over all bodies and structures established under this **Law** and shall be accountable to the **Council**, and the people of the Norway House Cree Nation.

b) **Kamamiinohemocik**

Kamamiinohemocik itawak kehteyatisak kita kakanohemewak akwa taniisohamawewak Oniisohamakewin Ohpikihawasowin ta pasikonikatek oma niisohamakewin.

A community-based advisory body that supports and assists **Oniisohamakewin Ohpikihawasowin** in the delivery of services under this **Law**. It shall provide

culturally informed recommendations regarding the suitability of alternative care arrangements, support decision-making in matters affecting children and families, and ensure that services reflect the traditions, knowledge, and priorities of Norway House Cree Nation.

c) **Onahawinikewak**

Epasikonikatek ota, Onahawinikewak icikatew, ekonik ohi kawii wanasiwecik ispii ekosi isi nitawenitakohk oma wanasiwewinihk isi, tapiskoc kakii pe tocikatek otanahk.

A tribunal established under this **Law** to provide a culturally grounded alternative to external court processes. **Onahawinikewak** is responsible for resolving disputes, making determinations, and upholding the rights and responsibilities set out in this **Law**. It shall provide an alternate dispute resolution system consistent with traditional practice, pursuant to the inherent right to self-government of Norway House Cree Nation.

d) **Oniisohamakewin Ohpikihawasowin**

Oma pamihkewekamik "Oniisohamakewin Ohpikihawasowin" kita pimohtatow omeno atoskewin ("Kinosao Sipi Minisowin Agency" mana kakii isinihkatek).

A prevention-focused child protection and family service established under this **Law**, replacing the former Kinosao Sipi Minisowin Agency. **Oniisohamakewin Ohpikihawasowin** shall develop service delivery and program standards within its area of responsibility, including the implementation, coordination, and delivery of prevention-based child protection and family services.

e) **Pikowacayihk Pimacihowin**

Niisohamakewin kita ithtakwan, Pikowacayihk Pimacihowin kita icikatew, ininiiwi pimatisiwin kita kiskinomahcik awasisak miina oniikiikomawak.

Pikowacayihk Pimacihowin shall provide land-based training, learning forums and activities for Norway House Cree Nation families and children.

f) **Counselling and Family Educational Services**

Kita niisohamahcik ininowak miina awasisak kita nitayiwihocik anita osci ka pakamiskot Kinosao Sipi Inino, anosc miina pe otanahk, monyaw iisihcikewina eka ka minosiki.

This department shall deliver healing and educational supports that address the intergenerational impacts of Indian Residential Schools, Day Schools, systemic racism, and the erosion of **Ininiimowin** language, culture, and identity. Services shall promote family wellness, cultural resilience, and recovery from the harms of Canada's colonization and assimilation policies.

g) **Residential and Treatment Services**

Kita ihtakowahki natawikamikwa ota kitaskiinahk takii natamostahk oniikiikomaw miina ocawasimisa akwa otoskatsiima ispi ekotowiihkan niisohamakewina e natawentakowahi.

This department shall oversee the provision and licensing of family wellness centres, treatment facilities, and other specialized residential care services located within Norway House Cree Nation's Reserves, traditional territory, and the Northern Flood Agreement Resource Management Areas.

Otayamiistamakew (Child and Family Advocate)

5.3 Oniikaniiwak kita wanaskonewak Otayamiistamakew, Kinosa Sipihk e osci tipentakosit, kitapiikiskwestamowat ininowa animipaniikonit ocawasimisowaw osci.

Otayamiistamakew shall serve as the Child and Family Advocate for Norway House Cree Nation, providing advocacy services to families who require support navigating child protection and prevention systems under this **Law** or who believe they are not receiving equitable services.

5.4 **Otayamiistamakew** shall operate independently in the performance of their duties, free from political or administrative interference. They are accountable to **Council** for administrative purposes, such as budgeting and reporting.

5.5 **Otayamiistamakew** shall have the authority to make recommendations, assist families in resolving concerns, and bring systemic issues forward to **Kawii Pimohtatacik** or other appropriate bodies established under this **Law**.

Recognizing Kehteyak (Elders Advisory)

5.6 The Elders Advisory, known as **Kehteyak**, shall continue to serve in an advisory role to **Council** in the implementation of this **Law** and shall act in an advisory capacity to **Kawii Pimohtatacik** for an initial period of up to four (4) years, and for no longer than seven (7) years in total, as needed.

Pikowacayihk Pimacihowin

5.7 **Pikowacayihk Pimacihowin** shall develop and provide programs and services with year-round land-based learning forums and activities and shall create a land-based training center for the teaching of *ininiwi pimatisiwin* which is our people's way of life. Programs and services will include the specifics of skills, knowledge, and

Ininiimowin language connected with the following program and service components:

- a) A Land-based learning and training center for families and children.
- b) **Ininiimowin** immersion programs and in-home **Ininiimowin** tutoring for families and children.
- c) **Ininiimowin**-based training materials that reflect an accurate history of Norway House Cree Nation and its people.
- d) Establishment of links to obtain the services of local fishers, hunters, trappers, tool-makers, ceremonial and other knowledge keepers of traditional skills.
- e) Collaboration with knowledge keepers to develop **Ininiimowin**-centered trainings and develop apprentice training to sustain services for future generations.
- f) In-home language support services designed and implemented to augment parenting needs and land-based program participation for families and children.
- g) **Ininiimowin** immersion forums and other services for families and children to empower families to support their children in language restoration and retention.

5.8 Pikocayihk Pimacihwin *kiisi wanastaniwahi, ohi kekwana kati wiithcikateki ta kikasteki ekota; pikowacayihk takii pimacihocik miina anihi apacithtawina takiskinomakanowahk. Anapiiyak; asamak; waskawikana; pahekinohewin; maataykana; ciimana; atim osakahpisowin; mohkotakan; Aspiscikanak (ball spear for pinewak); askimacikan; waposiwan; nakamowina; anapii wapinewak ta osci nakotithcik (kaskaskos isowepina koonihk); ciikaykana; asisoy (toyikan ta ostanowahk); wapiski ciimana, ascapii; akaskwak; tahoyikan akwa apoyak asici); pakowanikamikwaw kita ostacik; tihinakana; askiia ka tahopisot awasis; napaki ocapanaskosak; pastepicikana; kotawan ta ostacik; ponikewin takiskinomakaniwahk; niiwaykanak, wahona, niipisiiscakosa, paahatowewin takiskinomahcik; metawakana – siisiikonisk (pinew ocakisiis); ininiihansak; sosoman; ciuwekanak; potacikanisa; asici kotakiiya kekwana kita ta ati wiithcikateki picenak.*

The skills of *pimacihowin* are to be taught such as uses of tools, plants, trees, medicines, foods, conservation, governance, navigation, ceremonial associations, and others to be identified. The following examples are listed, for further clarity on

the meaning of relevant activities to be included for the purpose of ensuring culturally appropriate service delivery through providing parents, children, and families the opportunity to learn the skills of *ininiwi pimacihowin*.

- a) Nets, snowshoes, log homes, leather making, leather scraper, boats, dog team harnesses, planers, ball spears for grouse hunting, weaving needles, rabbit fur blankets, songs, ptarmigan nets, axes, ice chisels, canoes, bows, arrows, keels and oars, tents, cradleboards, moss bags and moss for child care, flat bed toboggans (sleds), slingshots, hearth making fire making, dried fish, fish eggs, kindling, ball games to be taught, toys such as rattles made from grouse innards, dolls, snow spears, sound and spinning tops, whistles, ceremonial protocols including grief and loss, seasonal teachings, environmental care and kinship, and others to be identified.

Counselling and Family Educational Services

5.9 Kawii Pimohtatacik shall ensure the development and delivery of sustainable counselling and educational services for children, youth and families. These services shall include:

- a) Education on the purpose and functions of this **Law**;
- b) Teachings on traditional child and family caring approaches;
- c) Support for child development, family wellness, and prevention programs;
- d) Targeted interventions and programs for youth-at-risk, including culturally relevant mentorship, life skills, healing supports; and
- e) Community education and healing supports related to the intergenerational impacts of colonization, including the legacy of Missing and Murdered Indigenous Women and Girls (MMIWG), unmarked graves, and related harms.

5.10 Kawii Pimohtatacik shall work collaboratively with existing programs and gatherings, including **Oniisohamakewin Ohpikihawasowin** and **Pikowacayihk Pimacihowin**, and shall take steps to prevent duplication of services while strengthening coordination and shared impact.

Healing and Treatment Services

5.11 Kawii Pimohtatacik shall ensure development, licensing, operation, and regulation of family wellness centers, treatment centers and other specialized residential facilities within Norway House Cree Nation Reserves, territory and Northern Flood Agreement Resource areas.

5.12 Kawii Pimohtatacik shall ensure that individuals or organizations proposing to operate a residential group facility for children, youth, or families are licensed and regulated in accordance with this **Law**.

Oniisohamakewin Ohpikihawasowin

5.13 This **Law** confers a mandate for tertiary level child and family protection services upon the service to be known as **Oniisohamakewin Ohpikihawasowin**; and incorporates the services, structures, goods, and applicable policies of the Agency, incorporated in 1999 through a tripartite Agreement between Norway House Cree Nation, Canada and Manitoba, formerly known as “Kinosao Sipi Minisowin Agency”.

SECTION 6 *Awasisak Okanawewinicikewin* ᐱᐱᓂᑦᐸᐅᓄᓂᑦᐳᓂᑦᐴᓂᑦ
Child Protection Services

Child in need of Protection Services

6.1 For the purposes of this **Law**, a child is in need of protection when the caregiver is unwilling or unable to provide the child with the necessities of life including adequate supervision, shelter, food, medical care, mental health care, or dental care where if not immediately remedied, could seriously impair the child's growth or development or result in permanent injury or death; or where the life, health, mental or emotional well-being of the child is endangered by an act or omission, including where a child may be the victim of child pornography, sexual molestation, other sexual exploitation or trafficking.

6.2 Any person who has reasonable grounds to believe that a child is in need of protection, including a Public Safety Officer, a member of the Royal Canadian Mounted Police, or any other Peace Officer, shall forthwith report the matter to **Oniisohamakewin Ohpikihawasowin**. This obligation applies even if the information on which the belief is based is confidential or its disclosure is otherwise prohibited under any other law.

- 6.3 No action lies against a person reporting pursuant to this section, including a person who reports information referred to in Section 6.2, unless the reporting is done maliciously without reasonable and probable grounds for the belief.
- 6.4 Pursuant to this section, there will be no harassment, discipline, suspension, demotion, dismissal or other retaliatory action against a person for providing information in good faith and in compliance with 6.2.
- 6.5 Where a person has reported a matter pursuant to this section and 6.2, no person shall disclose the identity of the person providing the information except where it is required in the course of an **Onahawinikewak** hearing or a hearing in another judicial proceeding, or with the written consent of that person.
- 6.5 This section does not apply to information that is privileged as a result of a solicitor-client relationship.
- 6.6 **Oniisohamakewin Ohpikihawasowin** workers and designates, as determined by the **Executive Director**, shall not be obstructed in the carrying out of duties related to protection of children and shall be supported by Police Officers where necessary.

Role of Council

- a) Ensuring good governance and accountability in the exercise of **Council's** powers and responsibilities under this **Law**.
- b) Assisting in the development of detailed governance standards, as soon as practicable after the of enactment of this **Law**.
- c) Providing decisions in the form of a **Resolution**.
- d) Ensuring the development and implementation of a **Code of Conduct** to be applied to all individuals appointed or elected to **Kawii Pimohtatacik, Onahawinikewak, Otayamiistamakew, Oniisohamakewin Ohpikihawasowin Board, Kamamiinohemocik** and other similar entities under or recognized by this **Law**, and to be supported by regulations in this **Law**, which include:

- i. The importance of respectful behavior in the workplaces and service delivery structures contemplated in this **Law**.
 - ii. The importance of positive role modeling to Norway House Cree Nation's children and youth, including abstaining from illegal substances use and the abuse of substances.
 - iii. Commitment to promoting culturally appropriate services upholding **Ininiimowin**.
- e) Completing all appointments and elections of the initial members of **Kawii Pimohtatacik** at least six (6) months prior to this **Law** coming into force.
 - f) Completing all appointments of **Onahawinikewak** members at least three (3) months prior to this **Law** coming into force.
 - g) Collaborating with **Kawii Pimohtatacik** to support the timely and appropriate development of infrastructure to house the departments of **Kinosao Sipi Minoyawin Family Services**.
 - h) Appointing a **Member** to serve as **Otayamiistamakew**, the child and family advocate.
 - i) Leading and conducting all government-to-government relations with federal, provincial, Indigenous, and other governments. **Council** may delegate its responsibility for conducting government-to-government relations, in whole or in part, to an entity established under this **Law**. Such delegation shall be made by resolution and shall clearly define the scope, purpose, and duration of the delegated authority.
 - j) Actively engage with federal and provincial governments to ensure the continuity and adequacy of funding, in accordance with the Canadian Human Rights Tribunal's decisions and the principle of substantive equality in First Nations child and family services, including Jordan's Principle.

7.2 For the purpose of carrying out the provisions of this **Law** in accordance with its intent, **Council**, in partnership with **Kawii Pimohtatacik** and **Onahawinikewak**, shall make such regulations and policies as are consistent with and supplementary to this **Law**.

7.3 Council will ensure individuals appointed or elected to **Kawii Pimohtatacik, Onahawinikewak, Otayamiistamakew,** or other similar entities under or recognized by this **Law**:

- a) Are **Members**.
- b) Not have any pending criminal charges or have been convicted of a criminal offence within seven (7) years prior to their election or appointment.
- c) Are not currently listed on a Child Abuse Registry or Adult Abuse Registry.
- d) Have a basic understanding of the **Ininiimowin** language or demonstrate a willingness to learn it, in accordance with the **Ininiimowin** language requirements set out in the regulations.
- e) Reside on or within 25 kilometers of Norway House Cree Nation Reserve #17.
- f) Are able to perform their duties.
- g) Abide by the **Code of Conduct**.

Establishment of Kawii Pimohtatacik (Board of Governors)

7.4 Kawii Pimohtatacik shall be established as the authoritative body responsible for the implementation of **Kinosao Sipi Minoyawin Family Services** and for ensuring adherence to this **Law**. In carrying out its mandate, **Kawii Pimohtatacik**:

- a) Shall develop and deliver the services established under this **Law**.
- b) Shall ensure the proper implementation of, and adherence to, the provisions of this **Law**.
- c) Shall operate independently from **Council** and any other governing bodies of Norway House Cree Nation.
- d) Shall maintain impartiality in all proceedings and decision-making processes.
- e) May establish internal policies, procedures, or protocols to support the effective administration of its responsibilities, provided these are consistent with this **Law**.

7.5 Members of **Kawii Pimohtatacik**, acting in their official capacity, shall not be held personally liable for any action, decision, or omission made in good faith in the

course of their duties. This section does not protect against liability for actions taken in bad faith, gross negligence, or willful misconduct

Composition of the Kawii Pimohtatacik

- 7.6** **Kawii Pimohtatacik** shall consist of eight (8) **Members** between the ages of thirty (30) and seventy-five (75) years to serve a term of four (4) years.
- 7.7** Council shall appoint four (4) members by **Resolution** and four (4) members shall be elected at a General Band Meeting in accordance with the election rules set out in this **Law**.

Kawii Pimohtatacik Requirements

- 7.8** To be eligible for membership on **Kawii Pimohtatacik**, an individual must meet all the following requirements:
- a) Must meet the requirements set out in section **7.2**.
 - b) Have a strong understanding of the values, traditions, and governance of the Norway House Cree Nation.
 - c) Is not a current employee of **Kinosao Sipi Minoyawin Family Services**.

Kawii Pimohtatacik Appointment Procedures

- 7.9** Four (4) members shall be appointed by **Council**. These appointed members shall serve for a term of four (4) years and shall be appointed by a **Resolution**.

Removal of an Appointed Kawii Pimohtatacik Member

- 7.10** An appointed member of **Kawii Pimohtatacik** may be removed for misconduct, incapacity, failure to perform duties, criminal conviction, excessive absences, and/or violations of the **Code of Conduct**:
- a) A motion for removal may be initiated by the **Council**, the motion must be supported by a majority of **Council**.
 - b) A motion for removal may also be initiated by the remaining members of **Kawii Pimohtatacik**. The motion must be supported by a majority vote of the

remaining members and shall be submitted to **Council** for consideration. **Council** shall then determine whether to proceed with a formal motion for removal.

- c) The member subject to removal shall be notified in writing of the grounds for removal and shall be given an opportunity to respond in writing or in person, within a reasonable time frame prior to any final decision.
- d) The matter shall be presented at the next duly convened Council meeting for ratification by **Resolution**.

7.11 If an appointed member of the **Kawii Pimohtatacik** resigns, is removed, or is otherwise unable to complete their term, **Council** shall appoint a replacement to serve the remainder of the term, provided that more than three months remain.

Kawii Pimohtatacik Election Procedures

7.12 Four (4) members shall be elected by the **Electors** present at a General Band Meeting. These elected members shall serve for a term of four (4) years. The election of the four (4) members shall be conducted at a General Band Meeting, called by the **Council** and held specifically for this purpose. The **Council** shall appoint someone to conduct **Kawii Pimohtatacik** election(s) as required.

7.13 Notice of the election shall be provided at least 30 days prior to the General Band Meeting. The notice shall include the date, time, and location of the meeting, as well as information on the nomination process.

7.14 Rules for the election of **Kawii Pimohtatacik** shall include the following:

- a) To be eligible for nomination, an **Elector** must meet the requirements set out in section 7.6 of this **Law**.
- b) Nominations must be submitted in writing at the General Band Meeting. Each candidate must be nominated by two **Electors**.
- c) Each **Elector** in attendance shall be entitled to cast one vote for each of the four (4) positions on **Kawii Pimohtatacik**. Voting shall be conducted by secret ballot.
- d) The four (4) candidates receiving the highest number of votes shall be declared elected to **Kawii Pimohtatacik**.

- e) In the event of a tie for the final position(s), a run-off vote shall be held immediately to determine the successful candidate(s).
- f) If an elected candidate is later found to not meet the requirements of section 7.8, the candidate with the next highest number of votes shall be deemed elected in their place.

7.15 Council shall cause and oversee the following election procedures:

- a) A copy of the Norway House Cree Nation Ininewi Wanasiweywin will be provided to those individuals seeking nomination and shall be published on the Norway House Cree Nation website and other such places as deemed appropriate.
- b) The **Council** shall convene a General Band Meeting, ensuring public notice of the date, time, and location is posted at a minimum of thirty (30) days in advance of the meeting, to select the governing body to be known as **Kawii Pimohtatacik** by simple majority vote of the **Electors** present.
- c) At the next duly convened **Council** meeting following the election, **Council** shall appoint the four (4) appointed members by **Resolution**, notify the four (4) elected candidates in writing, and cause the names of all elected and appointed members to be published in the same locations where the nomination notices were originally posted.

Removal of an Elected Kawii Pimohtatacik Member

7.16 An elected member of **Kawii Pimohtatacik** may be removed for misconduct, incapacity, failure to perform duties, criminal conviction, excessive absences, and/or violations of the **Code of Conduct**:

- a) A motion for removal may be initiated by the **Council**, the motion must be supported by a majority of **Council**.
- b) A motion for removal may also be initiated by the remaining members of **Kawii Pimohtatacik**. The motion must be supported by a majority vote of the remaining members and shall be submitted to **Council** for consideration. **Council** shall then determine whether to proceed with a formal motion for removal.

- c) The elected member subject to removal shall be notified in writing of the grounds for removal and shall be given an opportunity to respond in writing or in person, within a reasonable time frame prior to any final decision.
- d) The matter shall be presented at the next duly convened **Council** meeting for ratification by **Resolution**.

7.17 If an elected member of the **Kawii Pimohtatacik** resigns, no longer complies with the residency requirement, is removed, or is otherwise unable to complete their term, a by-election shall be held at the next General Band Meeting to fill the vacancy for the remainder of the term, provided that more than three months remain.

Governance and Meeting Procedures of Kawii Pimohtatacik

7.18 **Kawii Pimohtatacik** shall:

- a) Appoint one of their eight (8) members as Chair to oversee proceedings and ensure adherence to procedural rules, including:
 - i. Ensuring a quorum of five (5) members are present in a formal meeting.
 - ii. Ensuring appropriate notification to all members of the date, time and place of the meeting.
- b) Permit the Chair to vote only in the event of a tie.
- c) Develop and adopt rules for formal meetings within the first four (4) weeks following the establishment of **Kawii Pimohtatacik**.
- d) Complete procedural rules and an orientation manual for **Kawii Pimohtatacik** members within the first year of **Kawii Pimohtatacik** establishment.

Duties of Kawii Pimohtatacik

7.19 **Kawii Pimohtatacik** shall:

- a) Establish **Kinosao Sipi Minoyawin Family Services**, in accordance with this **Law**.
- b) Maintain its head office on the Norway House Cree Nation Reserve #17.

- c) Maintain an email address, mailbox and a call number and ensure that this information is available to all **Members**.
- d) Ensure the implementation and adherence of this **Law**.
- e) Ensure the mandate of **Oniisohamakewin Ohpikihawasowin** takes effect on the date this **Law** is enacted.
- f) Post public notices that the Kinosao Sipi Minisowin Agency no longer has its mandate and is replaced by **Oniisohamakewin Ohpikihawasowin** on the date this **Law** is enacted, including in any public registry maintained by Canada and the provinces and territories.
- g) Ensure the establishment **Ohpikihawasowin Oniisohamakewin Board** as an independent Board of Directors to provide guidance and direction to the **Executive Director** in the implementation and delivery of **Oniisohamakewin Ohpikihawasowin** services.
- h) Ensure the hiring of staff to provide support and coordinate **Onahawinikewak** and its functions.
- i) Ensure the establishment of **Kamamiinohemocik**.
- j) Ensure proper implementation of the Coordination Agreement.
- k) Hire a **Director** of **Kinosao Sipi Minoyawin Family Services**.
- l) Delegate any of its administrative or operational responsibilities under this **Law** to a person or entity established under this **Law**, provided such delegation clearly outlines the scope, conditions, and duration of the delegated authority. All delegations shall be subject to ongoing oversight by **Kawii Pimohtatacik**.
- m) Implement the service delivery standards and programs established under this **Law**, including those related to prevention, protection, and family support.

The Duties and Responsibilities of the Director

7.20 The duties of the **Director** are as follows:

- a) The **Director** shall report directly to **Kawii Pimohtatacik**.

- b) The **Director** is responsible for the overall management and day-to-day operations of **Kinosao Sipi Minoyawin Family Services** to ensure that the purposes of Norway House Cree Nation, as set out in this **Law**, are fulfilled.
- c) The **Director** shall establish the necessary administrative structures, and shall hire and supervise the managers of **Pikowacayihk Pimacihowin**, **Onahawinikewak**, and other coordination staff to support the delivery and development of specialized services.
- d) Delegate any of their administrative or operational responsibilities under this **Law** to a person or entity established under this **Law**, provided such delegation clearly outlines the scope, conditions, and duration of the delegated authority. All delegations shall be subject to ongoing oversight by the **Director**.

7.21 The responsibilities of the **Director** are as follows:

- a) The **Director** shall immediately begin a collaborative process with **Oniisohamakewin Ohpikihawasowin** to develop and phase in culturally appropriate assessment tools. These tools shall take into account the multi-generational impacts of colonization, including but not limited to Indian Residential Schools, Day Schools, Boarding Schools, systemic displacement, loss of language and culture, and other sources of intergenerational trauma affecting the children and families of the Norway House Cree Nation.
- b) The **Director** shall engage in a collaborative process with **Oniisohamakewin Ohpikihawasowin** and **Pikowacayihk Pimacihowin** for the development and implementation of culturally appropriate primary, secondary, and tertiary family education services and staff trainings for all **Kinosao Sipi Minoyawin Family Services**.
- c) The **Director** shall work with **Kawii Pimohtatacik** to develop a **Code of Conduct**, as well as policy and procedures manuals, training plans, and protocol guides to assist staff, Norway House Cree Nation members, and external partners.
- d) The **Director** shall develop comprehensive policies and procedures for appeal mechanisms available to families and children affected by the actions or inactions of the service delivery system under this **Law**, where **Otayamiistamakew** is recognized as integral part of the appeal process, there is recognition of the role and authority of **Onahawinikewak** in adjudicating or hearing such appeals.

- e) The **Director** shall present an annual report at a General Band Meeting convened by **Council**. This report shall include:
 - i. A detailed overview of the implementation and progress of services under this **Law**;
 - ii. The annual financial audit of funds administered under this **Law**; and
 - iii. A community discussion on the general conditions and future of Norway House Cree Nation's children.

Establishing Onahawinikewak (the Tribunal)

7.22 Onahawinikewak shall be established as a tribunal under this **Law** to provide a culturally grounded dispute resolution system that reflects the legal traditions and values of Norway House Cree Nation. **Onahawinikewak** shall have the authority to resolve disputes, make determinations, and uphold the rights and responsibilities set out in this **Law**. In carrying out its mandate, **Onahawinikewak**:

- a) Shall adjudicate matters and resolve disputes brought before it in accordance with the principles, procedures, and responsibilities established under this **Law**.
- b) Shall operate independently from **Council**, **Kawii Pimohtatacik**, **Oniisohamakewin Ohpikihawasowin**, and all other bodies established under this **Law**, and shall be free from external influence or interference in the performance of its duties.
- c) Shall maintain impartiality in all hearings, proceedings, and decision-making processes, and ensure procedural fairness and respect for the laws and customs of Norway House Cree Nation.
- d) May utilize culturally appropriate processes including healing circles, sharing circles, mediation, and facilitated dialogue to support families and resolve disputes in a manner that promotes restoration and community healing.
- e) Shall establish its own internal procedures, protocols, and conflict of interest guidelines consistent with this **Law** and grounded in Norway House Cree Nation customary practice, to guide its operations and support the effective and fair resolution of matters before it.

- f) Shall ensure that all decisions are recorded in writing and include a summary of the reasons for the decision. Written records or transcripts of all proceedings and decisions shall be maintained.

7.23 Onahawinikewak shall assume, to the fullest extent permitted by law, the functions that would otherwise be carried out by Provincial, King's Bench or Federal Courts in relation to matters governed by this **Law**, recognizing that **Onahawinikewak** possesses specific cultural knowledge and contextual understanding that external courts do not.

7.24 Onahawinikewak shall:

- a) Be comprised of twelve (12) members, six (6) of whom are female and six (6) are male; who will be selected through a fair and reasonable application process provided by Council in collaboration with Kehteyak.
- b) They shall operate as two (2) groups, each consisting of six (6) members: three (3) female and three (3) male.
- c) Require each group to select one (1) member to act as Chair of that group. The Chair shall preside over proceedings and facilitate discussion. The Chair may call a vote only when consensus cannot be reached within a reasonable period of discussion.
- d) Authorize the Chair to cast an additional vote, but only in the case of a tie, to break deadlock and ensure timely decision-making.
- e) Require a quorum of six (6) members to be present in order to conduct any formal proceeding, including hearings or decisions.
- f) Where quorum cannot be achieved due to conflict of interest, illness, or emergency, permit the temporary substitution of members between groups to achieve quorum.
 - i. Where quorum still cannot be achieved due to an extensive conflict of interest, allow a decision to be made by a minimum of four (4) members.
- g) Provide written decisions of all hearings to all affected parties in a timely manner, and in any case no later than ten (10) working days following the conclusion of the hearing.

Onahawinikewak Appointment Procedures

7.25 Council shall appoint individuals to **Onahawinikewak** by **Resolution** at least three (3) months before the enactment of this Law.

7.26 To be eligible for appointment to **Onahawinikewak**, an individual must meet all the following requirements:

- a) Must meet the requirements set out in section 7.3.
- b) Be at least fifty (50) years of age.
- c) Have a strong understanding of the values, traditions, and governance of the Norway House Cree Nation.
- d) Not be a current employee of **Kinosao Sipi Minoyawin Family Services** or any other body established under this Law.
- e) Not currently hold elected office within Norway House Cree Nation, or any position that may present a conflict of interest.
- f) Have no criminal convictions involving violence, abuse, fraud, or offences that would undermine the integrity of the tribunal, unless a pardon or record suspension has been granted.

Removal from Onahawinikewak

7.27 A member of **Onahawinikewak** may only be removed for:

- a) Failure to meet the requirements set out in section 7.3 or 7.26.
- b) Serious misconduct;
- c) Incapacity (mental or physical) that prevents the fulfilment of duties;
- d) Breach of the **Code of Conduct** or confidentiality obligations;
- e) Conflict of interest that materially affects impartiality; or
- f) Repeated failure to perform duties.

- 7.28** A removal complaint may be submitted to **Council** in writing by any member of **Council**, a member of **Onahawinikewak**, an employee of **Kinosao Sipi Minoyawin Family Services**, a member of **Kawii Pimohtatacik**, or by any **Member**. The complaint shall set out the factual basis and grounds for removal in sufficient detail to permit a fair review.
- 7.29** Upon receipt of a complaint, **Council** shall conduct an initial review to determine whether the complaint is unfounded, minor in nature, or raises serious concerns that warrant further investigation.
- 7.30** If the complaint raises serious concerns an Independent Inquiry Panel shall be established by **Council**, composed of:
- a) One member from **Council**;
 - b) One member from **Kawii Pimohtatacik**;
 - c) One of the Chairs of **Onahawinikewak**;
 - d) Two independent Elders appointed by the **Council**;
- 7.31** The Independent Inquiry Panel shall conduct a fair and confidential review, including an opportunity for the member facing removal to respond in writing and/or in person. The panel may conduct interviews, gather relevant documentation, and seek advice from legal or procedural advisors as needed.
- 7.32** The Panel shall issue a written recommendation to **Council**, which may include:
- a) No action;
 - b) A written warning;
 - c) Temporary suspension; or
 - d) Removal.
- 7.33** In cases where the panel recommends suspension or removal, the **Council** shall pass a **Resolution** to suspend or remove the member. If the member is removed the position shall be declared vacant and filled in accordance with the appointment process set out in this **Law**.

General

- 7.34 Onahawinikewak** members will immediately disclose any conflict of interest and where a conflict of interest exists for **Onahawinikewak** members for a particular case, the other group shall appoint, for that specific case, a member(s) to act in place of the member(s) disclosing conflict.
- 7.35 Onahawinikewak** shall be provided and will operate within *Wanasiwekamik*, a space similar in function to a courtroom, which shall be located in a manner that ensures privacy for proceedings. It shall be treated as a sacred space, with its character and design reflecting the values and preferences of our ancestors.
- 7.36** When agreement is not reached by the families, including decisions on the care of children, the decisions of **Onahawinikewak** are final.
- 7.37** Decisions made by **Onahawinikewak** shall be final and binding, and shall not be subject to appeal. No decision shall be reviewable by any court or tribunal except to the extent required by applicable law, such as for jurisdictional errors or breaches of procedural fairness.
- 7.38 Onahawinikewak** shall be provided with annual salaries and benefits that are competitive with those provided to comparable bodies performing similar functions.
- 7.39 Onahawinikewak** shall be provided with appropriate office space and support staff as needed, including but not limited to: reception services, administrative assistants, interpreters, counsellors, mediators, security personnel, and clerical staff. These supports are required to ensure professional service delivery, which includes the recording, transcription, and interpretation of minutes and proceedings, file maintenance, and other necessary administrative functions.

Establishing Oniisohamakewin Ohpikihawasowin

- 7.40 Oniisohamakewin Ohpikihawasowin** shall be established as the prevention-focused child protection and family services body under this **Law**. It shall be responsible for the day-to-day delivery, coordination, and implementation of services that support the well-being of children, youth, and families of Norway House Cree Nation. In carrying out its responsibilities, **Oniisohamakewin Ohpikihawasowin**:

- a) Shall coordinate with other departments and bodies established under this **Law** to ensure continuity of care and culturally appropriate service delivery.
- b) Shall operate independently in the performance of its duties while remaining accountable to **Kawii Pimohtatacik** for compliance with this **Law** and alignment with Nation-wide objectives.
- c) May develop internal procedures, staff training plans, and operational guidelines to support the effective and culturally grounded administration of its programs, provided they are consistent with this **Law** and approved where required by **Kawii Pimohtatacik**.

Duties of the Executive Director

7.41 The **Executive Director** of **Oniisohamakewin Ohpikihawasowin** shall:

- a) Report directly to the **Oniisohamakewin Ohpikihawasowin Board** and be accountable for seeking and implementing its guidance, support, and strategic direction in the effective delivery and ongoing implementation of all **Oniisohamakewin Ohpikihawasowin** services.
- b) Be responsible for the overall management of the day-to-day operations of **Oniisohamakewin Ohpikihawasowin** to ensure the purposes of **Oniisohamakewin Ohpikihawasowin** are fulfilled in accordance with this **Law**.
- c) Receive reports and initiate an investigation where there are reasonable grounds to believe that a child is in need of protection.
- d) Authorize **Oniisohamakewin Ohpikihawasowin** workers to enter premises to perform a well-being check where they have reasonable grounds to believe a child's safety is a concern.
- e) Maintain as wards of **Oniisohamakewin Ohpikihawasowin** children currently (or previously) in care of the Kinosao Sipi Minisowin Agency, where the children are members of, or affiliated with, Norway House Cree Nation and/or accepted as wards by **Oniisohamakewin Ohpikihawasowin**.
- f) Recommend to **Kawii Pimohtatacik** appropriate regulations to facilitate on-going implementation of prevention-focused child protection and family services under this **Law**.

- g) Ensure that **Kamamiinohemocik** has reviewed the incident(s) details, including incidents involving abandonment and lack of supervision and has provided a recommendation before a final decision to place the child in alternate care is rendered.
- h) Develop policy and procedures to guide the overall functions of **Kamamiinohemocik** within **Oniisohamakewin Ohpikihawasowin**.
- i) Ensure that, unless immediately placing the child in **Alternate Care** is consistent with the **Best Interests of the Child**, **Oniisohamakewin Ohpikihawasowin** has made reasonable efforts, including the provision of all applicable prevention services, before removing a child who resides with one of the child's parents or another adult member of the child's **Family**.
- j) Ensure financial supports are made available to provide for the daily and long-term needs of children in alternate care and to provide support for their caregivers.
- k) Provide services that include preventive support for parents and children where siblings are receiving specialized medical support and who may be at risk of family breakdown and children coming into care.
- l) Ensure the licensing and regulation of alternate care homes, including medical needs related alternate care homes, group homes, youth and childcare facilities, and other related services as needed.
- m) Ensure that, to the extent that it is consistent with the **Best Interest of the Child**, the child is not taken into **Alternate Care** solely on the basis of the family's socio-economic conditions, including poverty, lack of adequate housing or infrastructure and/or the state of health of the Parent(s) or **Care Provider**.
- n) Where it is consistent with the **Best Interest of the Child**, ensure Prenatal services are to be given priority over other services in order to prevent the taking into alternate care of the child at birth.
 - i. For greater certainty, **Oniisohamakewin Ohpikihawasowin** is not responsible for the direct delivery of prenatal health services, but shall coordinate with relevant service providers and support access to such services as part of its prevention-focused responsibilities under this **Law**.

- o) Coordinate with other Norway House Cree Nation departments and services, and other external services and agencies, to ensure that there is no duplication of services and to ensure that substantive equality principles are met.
- p) Ensure that, in the context of a civil proceeding of an external court concerning the provision of child and family services in relation to a Norway House Cree Nation child, the child's parent(s) and the care provider are made aware, in a timely manner, of their right to make representations and to request representative status.
 - i. They shall also be provided with appropriate supports to exercise this right. Additionally, **Council** shall be informed of the proceeding in order to enable them to make representations on behalf of Norway House Cree Nation.
- q) A process of critical incident reporting and related information sharing shall be developed to inform and improve prevention services and shall include that:
 - i. In the event of a child death where the child is a **Member** and is a **Ward of Oniisohamakewin Ohpikihawasowin** or an external agency, **Kinosao Sipi Minoyawin Family Services** will notify Norway House Cree Nation's Muchipunowin services and will provide the parents with supports to enable their meaningful participation in the decisions concerning the location and the burial, or internment protocol of their child.
 - ii. In the event of a child death, a copy of the medical examiner's report shall be requested by **Otayamiistamakew.**
- r) Ensure **Members** and the general public are made aware through information and education campaigns of **Oniisohamakewin Ohpikihawasowin's** mandate and services.

7.42 Subject to the regulations, the **Executive Director** may delegate to any person or class of persons any or all powers, duties, or functions of the **Executive Director** under this **Law**. A delegation of the **Executive Director's** powers under this section must be in writing and may include any terms or conditions the **Executive Director** considers advisable.

SECTION 8 *Koyask Isiihcikewin ᑕᑭᑦᑎᑦ ᐃᑭᑦᑎᑭᐃᑦ* **Decision Standards**

8.1 *Omisi kitayisi kanawapathcikatek ewanasiwanowahk*

Decisions under this **Law** shall strive to do the following:

- a) *Tamanaci othtinith awasis wiikihk osci*
Prevent removal of children from their homes.
- b) *Tawiiiciihihcik Kinosao Siipii ininowak awasime kita tasohastacik ominisowiniwaw*
Help Norway House Cree Nation people to further strengthen their families.
- c) *Kita wiiciihihcik awasisak miina oniikikomawak kita nitawihocik*
Help Norway House Cree Nation children and their families to heal from past traumas.

8.2 *Tansi ke isi kanawapahcikatek ispii kawii otinith awasis:*

The parameters of placing a child in **Alternate Care**, where it is consistent with the **Best Interests of the Child**, are as follows:

- a) *Mona kitimakisiwin ahpo nohtepanowin kita apacihtanowan ta otinith Awasis.*
Poverty and economic hardship shall not be a factor in the decision to place a child in **Alternate Care**.
- b) *Miina kapakamiskakot wiitikemakana ka itahamikisinit: Mona kita apacithtanowan wiitikwemaka ka itahamikisinit kita ohtinimiht awiyak ocawasimisa (tapiskoc ka macapacistanit minihewin akwa macimaskihiisa)*
The actions of persons other than the primary caregiver shall not be a factor in the decision to place a child in **Alternate Care**; including the actions of secondary caregivers who engage in alcohol and drug abuse.
- c) *Oscitaw poko kita wiicijiht ana awiyak kapimi ohpikihawasot akwa ka pakamiskakot ohitowiihkan kekona eka kita otinimiht awiyak ocawasimisa*
Parents and caregivers who are affected by poverty, economic hardship, and/or the harmful actions of secondary caregivers must be provided supportive services to prevent their children from coming into **Alternate Care**.
- d) *Oniikiikomawak poko oscitaw kita nitohtahcik ispii ewanisiwacikatek kekon ocawasimisowawa osci*

Parents will have the opportunity to participate in decisions about their children and where the child is placed in alternate care, **Ohpikihawasowin Oniisohamakewin** shall support parents to participate in regular visits with the child.

- e) *Ininowak osisimowawa eka wiinawa tipinaw kapamihacik wiistawaw kita nitohtawawak ispii ewanisiwacikatek kekwan osisimowawa osci*
Grandparents will have the opportunity to have their views heard and considered in decisions about their grandchildren. Where the child is placed in alternate care, **Ohpikihawasowin Oniisohamakewin** shall support grandparents to be able to participate in regular visits with the child.

- f) *Tawaw kita natamasot oniikiikomaw miina awiiyak ominisowin kapakamiskatenik oma wanasiwewin ocawasimisiwawa osci. Onahawinikewak iskawac kita wanasiwatamowak.*
Parents and families are entitled to appeals of decisions affecting their children and families. Where appeals have been exhausted, the matter shall be referred to **Onahawinikewak**.

- g) *Kisasin poko kita otinihcik awasisak wiikiwahk osci akwa nomakes piitos iti aspiihci kita kanawenimihcik, kita manaci pahan anihcik okhki awasisak.*
Where it becomes necessary to place a child in alternate care, every effort shall be made to keep sibling groups together and avoid placement in separate homes.

- h) *Awiiyak kawii pihtikwehtatat wanasiwewinihk isi, wiina kita tipenimat awasisa, poko kita petamahcik omeni Onahawinikewak iskawac kita wanasiwatahik.*
Guardianship applications of Norway House Cree Nation children must be brought to a hearing of **Onahawinikewak** and the decision to validate guardianship rests with **Onahawinikewak**.

- i) *Ita e isinakohk oski awasis poko kita nanakacihit kisiwak, kescinac koyas kita pamiikot oniikiikomawa, e isko kaskihtanowahk kita niisohamawawak oniikiikomawak kita ohpikihawasocik koyask; Wawis ana nistam ka nihtawikit awasis isko peyak aski kita ati yitahtowaskiiwinet ita eka mitoni kakii tapwakenitakosit ana oniikiikomawa koyask kita kii pamihat.*
Where there are reasonable grounds to be concerned about a child's safety, efforts shall focus on keeping the child with their birth parent(s) during the first year of life to support healthy attachment. This may be achieved through the provision of supports that strengthen the parent-child bond while ensuring the

child's well-being. The goal is to maintain this connection through the first year and for as long as possible thereafter.

- j) *Kita kescinahonanowahk minoyawinihk kita isi niisohamahcik kinosao sipi ininowak, awasisak miina oniikiikomawak, ininiwi isiiscikewinihk kita isi pasikonikatewa ota atoskewina kita niisohamaht inino tasaposkahk anihi kakii pe wanitotakot moniawi wanasiwewina.*

To ensure culturally appropriate service, culturally appropriate assessment tools shall be developed which will take into account the current and historical impacts of Residential School and other harmful effects of Canada's colonization and assimilation policies.

Adoption

8.3 Where a child is in the custody of the **Executive Director**, the child may be adopted in accordance with the customary adoption practices of the Norway House Cree Nation, as determined in a hearing with **Onahanikewak**. When such an adoption is sanctioned by **Onahanikewak**, it terminates any other order, agreement, or rights held in any other jurisdiction with respect to the child.

8.4 Upon receiving a **Notice of Significant Measure**, the **Executive Director** shall ensure that, where notice of availability for adoption or an application for adoption, is made regarding a child who is a **Member** or is affiliated with Norway House Cree Nation, an immediate thorough assessment shall be conducted by **Oniisohamakewin Ohpikihawasowin**.

Timelines and Responsibilities for Alternate Care Coordination

8.5 The following timelines and procedures shall guide the coordination and delivery of services when a child is placed in **Alternate Care**, to ensure timely decisions and appropriate supports in accordance with this **Law**.

- a) Where involuntary placement in **Alternate Care** is required for a child, whose safety is a concern, decisions on next steps to ensure the child's safety shall strive to be made in less than seven (7) consecutive days, where circumstances permit, but cannot exceed fourteen (14) consecutive days.
- b) If, after placing the child in **Alternate Care**, the **Executive Director** decides the child should not be returned to the same caregivers from whom the child was removed, the **Executive Director** will provide notice within three (3) working

days to **Onahawinikewak** requesting a hearing to be set on continuing to maintain the child in **Alternate Care**.

- c) Upon receiving a request for a hearing from the **Executive Director**, **Onahawinikewak** shall schedule the hearing to take place as soon as reasonably possible, and no later than ten (10) working days from the date the request was received, unless exceptional circumstances require additional time.
- d) A decision to return the child to the same caregivers or placing the child in **Alternate Care** for a specified period, shall be completed within fourteen (14) days.
- e) After submitting a request for a hearing with **Onahawinikewak**, The **Executive Director** shall provide notice of the hearing, including the date, time, and location, to the following individuals no fewer than five (5) working days before the hearing date:
 - i. the parents.
 - ii. the **Guardians**.
 - iii. the **Care Provider**.
 - iv. the child, if they are 10 years of age or older.
 - v. the person in whose home the child was living at the time of placement in **Alternate Care**.

8.6 The **Executive Director** must ensure a child placed in **Alternate Care** is provided with supports for visits with the parents and must provide **Onahawinikewak** with a detailed plan of the arrangements it proposes for the parents to visit with the child until the hearing is concluded.

Priority of Placement

8.7 The placement of a Norway House Cree Nation child in alternate care, in the context of providing child and family services in relation to the child, to the extent that it is consistent with the **Best Interest of the Child**, is to occur in the following order of priority:

- a) With one of the child's parents

- b) With an adult sibling
- c) with one of the child's grandparents
 - i. who resides on or within 25 kilometers of the Norway House Cree Nation Indian Reserve #17
 - ii. who lives within the Norway House Cree Nation Northern Flood Agreement Resource area
 - iii. who lives in Treaty 5 area
 - iv. who lives in Manitoba
- d) With an adult aunt or uncle
 - i. who resides on or within 25 kilometers of the Norway House Cree Nation Indian Reserve #17
 - ii. who lives within the Norway House Cree Nation Northern Flood Agreement Resource area
 - iii. who lives in Treaty 5 area
 - iv. who lives in Manitoba
- e) With another adult family member
 - i. who resides on or within 25 kilometers of the Norway House Cree Nation Indian Reserve #17
 - ii. who lives within the Norway House Cree Nation Northern Flood Agreement Resource area
 - iii. who lives in Treaty 5 area
 - iv. who lives in Manitoba
- f) With an adult Band member of Norway House Cree Nation
 - i. who resides on or within 25 kilometers of the Norway House Cree Nation Indian Reserve #17

- ii. who lives within the Norway House Cree Nation Northern Flood Agreement Resource area
 - iii. who lives in Treaty 5 area
 - iv. who lives in Manitoba
- g) With a member of a Cree Indigenous group in Treaty 5 territory
 - h) With an adult who belongs to a Cree Indigenous group and resides in the Province of Manitoba.

Notice of Significant Measure

8.8 Requirements for the provision of a **Notice of Significant Measure** include that:

- a) For the purposes of this **Law**, any **Agency** that is providing services to any children or families who are registered with Norway House Cree Nation shall provide notice of any significant measure to Norway House Cree Nation's delegate, **Oniisohamakewin Ohpikihawasowin**, at the occurrence of each **Notice Indicator**.
- b) In the context of providing Child and Family Services in relation to a child, to the extent that doing so is consistent with the **Best Interest of the Child**, before taking any significant measure in relation to the child, an **Agency** must undertake best efforts to provide notice of the significant measure to the child's Parent(s), Care Provider and **Oniisohamakewin Ohpikihawasowin**.
- c) The Agency must ensure that the notice provided does not contain personal information about the child, a member of the child's Family or **Care Provider**, other than information that is necessary to explain the proposed significant measure, or that is required by a Coordination Agreement.
- d) **Oniisohamakewin Ohpikihawasowin** (formerly known as Kinosao Sipi Minisowin Agency) is hereby designated as the recipient of any notice of significant measure to be provided to Norway House Cree Nation, pursuant to Section 12(1) of the **Act**.
- e) For a child who is not registered with Norway House Cree Nation, **Oniisohamakewin Ohpikihawasowin** shall provide a notice of significant measure to the Indigenous Governing Body with whom the child is registered.

Notice Indicators

8.9 Notice Indicators are incidents or occurrences that require a **Notice of Significant Measure**. Notice to Norway House Cree Nation's designate, **Oniisohamakewin Ohpikihawasowin**, shall be provided at the following incidents or occurrences:

- a) There is receipt of a referral or report for which the child and family service agency or authority is opening a protection investigation or that contributes to an existing protection investigation.
- b) The outcome of a protection investigation is completed.
- c) A potential change to the child's residence is being considered, or an involuntary change has already occurred and is now under review.
- d) There is a consideration of a change of legal custody or of any type of adoption whether customary, private, public or other type of adoption.
- e) There is consideration of a file transfer to another agency, or consideration of potential closure of a file or a termination of services.
- f) A serious incident occurs involving a child, including confirmed or suspected abuse or maltreatment, serious criminal conduct, significant injury, self-harm, missing person or death, and including anything that requires reporting of a critical incident to the Manitoba Child Advocate or equivalent entity in other Provinces and Territories.
- g) A complaint is filed in relation to child and family services provided in the matter, including a complaint filed by the child, parent, or other person.

SECTION 9 *Nanatohk Kekona ᓇᓇᓂᓐᓂ ᓱᓂᓇ* **General Provisions**

Headings

9.1 The headings used in this Law are for convenience and reference only and do not form part of the **Law**. They shall not be used to interpret or affect the meaning of any provision.

Gender

9.2 In this **Law**, words in the singular include the plural and words in the plural include the singular. Words referring to a gender include all genders. The use of one gender shall not be interpreted as excluding persons of any other gender.

Ininiimowin versions of this Law

9.3 This **Law** is written in Norway House Cree Nation's language of **Ininiimowin** with English translation and in some parts only in English. This is done to facilitate ease of use by non-**Ininiimowin** speakers. Syllabic and Standard Roman Orthography versions shall be available at the Norway House Cree Nation website and offices upon enactment.

Council's right to be a Party

9.4 In the context of any civil proceeding in respect of the provision of child and family services in relation to a Norway House Cree Nation child, **Council** has the right to make representations.

Registration of Child with Norway House Cree Nation:

9.5 *Tipenitakosowin omisi kitayisi kanawapathcikatek: Okawia ota Kinosao Siipiih ka osci tipenitakosit ota wiista ana awasis kita piithtikwe masinahow.*

Registration of a **Member** includes that, where the birth parent, as listed within the child's birth registration (who wishes to register the child within the first year after birth) is a **Member**, the child shall be immediately registered on Norway House Cree Nation's list of **Members**. This section shall not be construed as obstructing parents who wish to register their child with another First Nation to whom the child may be affiliated.

No External Permanent Orders

9.6 No orders may be made under provincial, federal or other Indigenous child and family services laws or by any agency or entity acting under such laws that designate a Norway House Cree Nation child as a permanent ward. From the date this **Law** comes into force, no permanent wardship or permanent custody orders affecting Norway House Cree Nation children shall be issued or enforced under any law other than this **Law**.

Preservation of Canadian Human Rights Tribunal-Related Funding:

- 9.7** The Norway House Cree Nation recognizes the importance of maintaining and protecting funding allocated as a result of Canadian Human Rights Tribunal decisions, particularly those related to First Nations' child and family prevention services and Jordan's Principal.
- 9.8** Any funding received by the Norway House Cree Nation in relation to Canadian Human Rights Tribunal decisions on First Nations child and family services, including but not limited to prevention services and Jordan's Principle funding, shall be:
- a) Maintained at levels no less than those established by such decisions;
 - b) Protected from federal reallocation or reduction within the overall funding structure; and
 - c) Used in accordance with the spirit and intent of the relevant Canadian Human Rights Tribunal decisions.

Substantive Equality in Funding

- 9.9** Substantive equality means funding that addresses historical disadvantages and systemic inequities experienced by First Nation families, ensuring equitable outcomes when compared to non-First Nation families.

Funding Commitment for Prevention Services

- 9.10** The funding provided to support prevention services under this **Law** shall not be less than the amount required to achieve substantive equality for First Nation families and children.

Funding Parity with Non-First Nation Agencies

- 9.11** The funding allocated shall, at a minimum, match the highest level of funding currently provided to non-First Nation agencies or Indigenous Governing Bodies delivering similar child and family prevention focused services, ensuring parity and fairness in addressing the needs of Norway House Cree Nation.
- 9.12** All services under this **Law** must promote and provide supports for the revitalization of Norway House Cree Nation's **Ininiimowin** language which is essential for upholding the principle of cultural continuity for children and families.

Kinosao Sipi Minoyawin Family Services Funding

9.13 For all operations, child maintenance, programming and services provided by **Kinosao Sipi Minoyawin Family Services** and based on the principles of Treaty 5, and the equity and investment in children:

- a) **Kinosao Sipi Minoyawin Family Services** shall receive funding directly from the federal and provincial governments, as agreed upon in a Coordination Agreement between Canada and Norway House Cree Nation, which may be negotiated and updated from time to time.
- b) For further clarity, any funding received from the federal and provincial governments by **Kinosao Sipi Minoyawin Family Services** shall not be used for debt reduction of the Norway House Cree Nation.
- c) Canada may seek to obtain contribution from the provincial government for operations, child maintenance, programming and services and capital and infrastructure, for **Kinosao Sipi Minoyawin Family Services** at no financial penalty to **Kinosao Sipi Minoyawin Family Services**.
- d) Any funding provided by Canada through the **Act** and any funding agreement derived from the Coordination Agreement shall not limit, prevent, prohibit nor disallow Norway House Cree Nation and **Kinosao Sipi Minoyawin Family Services** from accessing any other funding program or services available from Canada and Manitoba; and accepting funds directly from any other agencies, entities, trusts, individuals, or First Nation organizations.

Inflation Adjustment

9.14 To ensure the adequacy of funding over time, the funding amounts provided under this **Law** shall be adjusted annually to account for inflation and any increases in the cost of living. These adjustments shall be based on a recognized and reliable inflation index to maintain the real value of the funding provided.

Audits

9.15 **Kinosao Sipi Minoyawin Family Services** will provide an annual audit report to its funders pursuant to the Coordination agreement. The annual audit report will also be included as an appendix to the Norway House Cree Nation annual audit.

- 9.16** Further to section 7.21(d), the audit of **Kinosao Sipi Minoyawin Family Services** shall be presented at a **General Band Meeting**, separate from the **General Band Meeting** at which the Norway House Cree Nation annual audit is presented.

Borrowing and Guarantees

- 9.17** **Kinosao Sipi Minoyawin Family Services** and its various departments shall not give any guarantees nor borrow from or lend any money to any entity, **Member**, member of **Council**, Director or any Norway House Cree Nation department.
- 9.18** The **Kinosao Sipi Minoyawin Family Services** shall not provide any bridge financing to support the debt, programs or services of Norway House Cree Nation, nor any department of Norway House Cree Nation.

Duty to Act in Accordance with this Law

- 9.19** No provision in any contract, resolution, or bylaw relieves any Director, officer, employee or service provider of **Kinosao Sipi Minoyawin Family Services** from the duty to act in accordance with this **Law** or any of the regulations under this **Law**.

Indemnity

- 9.20** The **Kinosao Sipi Minoyawin Family Services** shall, indemnify;
- a) The **Director**;
 - b) The **Executive Director**;
 - c) Any individual who has acted or acts at the request of the **Kinosao Sipi Minoyawin Family Services**; and
 - d) An employee of the **Kinosao Sipi Minoyawin Family Services**
 - e) Other service providers and entities implemented within the service delivery structure of **Kinosao Sipi Minoyawin Family Services**.

Unless any of the above individuals has not acted honestly and in good faith and has not acted with a view to the best interests of the **Kinosao Sipi Minoyawin Family Services**.

9.21 This **Law** shall not provide indemnities other than those authorized in this **Law** and its regulations.

Immunity and Protection from Liability

9.22 No individual or entity exercising powers, duties, or functions under this **Law**, including but not limited to members of **Kawii Pimohtatacik, Onahawinikewak, Kamamiinohemocik, Oniisohamakewin Ohpikihawasowin, Otayamiistamakew,** or any employee, volunteer, or representative acting in good faith within the scope of their responsibilities, shall be held personally liable for any act or omission done in the honest exercise or intended exercise of their powers or duties under this **Law**.

- a) This protection does not extend to acts or omissions arising from gross negligence, willful misconduct, or bad faith

No liability

9.23 Norway House Cree Nation and **Kinosao Sipi Minoyawin Family Services** are not liable for past, present, or future actions of Canada, Manitoba or other entities.

Fiscal Year

9.24 Kinosao Sipi Minoyawin Family Services shall maintain the fiscal year as April 1 to March 31.

Implementation of this Law

9.25 This **Law** shall be implemented on timelines set out in the Coordination Agreement.

SECTION 10 *E Isi Akoniyikemakahk oma Wanasiwewin* ▽ Δ' ◁dqr9Lb" \ ▷L ◁dqr▽Δ' ▽
Jurisdiction

10.1 This **Law** applies to all **Members**, regardless of residency.

10.2 This **Law** may apply to all other persons who are not **Members** but are residing on the Norway House Cree Nation Reserves and the Norway House Cree Nation Resource Management Area, pursuant to a Coordination Agreement.

10.3 Application of this law will not diminish, derogate or abrogate any rights of **Members**.

Transitional Matters

10.4 Upon the coming into force of this **Law**, pursuant to the terms of a Coordination Agreement:

- a) The current status of a child in the care of another jurisdiction in and beyond Manitoba shall continue, subject to the following conditions;
 - i. The **Executive Director** of **Oniisohamkewin Ohpikinawasowin** must be notified before any further decisions are made with respect to the child.
 - ii. Notifications to Norway House Cree Nation, shall be provided to the **Executive Director** of **Oniisohamakewin Ohpikihawasowin**.
- b) The Norway House Cree Nation, through **Kinosao Sipi Minoyawin Family Services** and its child and family protection services department **Oniisohamakewin Ohpikihawasowin**, shall assume responsibility of intake services, child abuse investigations, after hours services and early intervention services for Norway House Cree Nation Band Members who reside off and on reserve within the Norway House Cree Nation Resource Management Area (RMA). (RMA Map – Appendix 2).
- c) The Norway House Cree Nation shall enter into specific transitional arrangements regarding all **wards** of Kinosao Sipi Minisowin Agency, including those **wards** who are not members of Norway House Cree Nation and receiving services through the Winnipeg office of Kinosao Sipi Minisowin Agency.

10.5 This **Law** applies to inactive or closed child and family services matters pertaining to Norway House Cree Nation children, and consistent with the right to all information pertaining to a child. The **Executive Director** may access information pertaining to any such inactive or closed file.

SECTION 11 *Nahawinikewina* ᓇᓴᓐᓴᓐᓴᓐᓴᓐᓴᓐ **Regulations**

11.1 Every regulation under this section has the force of law.

11.2 All regulations made under this **Law** shall be developed in partnership with **Onahawinikewak, Kawii Pimohtatacik, and Council**. Before any regulation can be passed by **Council**, the formal authorization of both **Onahawinikewak** and **Kawii Pimohtatacik** is required.

Council shall obtain formal authorization through a simple majority vote of **Onahawinikewak** and **Kawii Pimohtatacik** of the members combined, where they are present at a meeting duly convened by **Council** for that purpose.

A quorum of **Onahawinikewak** and a quorum of **Kawii Pimohtatacik** members must be present for the vote to be conducted. At this meeting, authorization shall be confirmed by **Council** through a **Resolution**.

Norway House Cree Nation may make Regulations

11.3 Without restricting the generality of the foregoing, the **Council** may cause the development and implementation of such regulations and general orders as are consistent and supplementary with any other provision of this **Law**, including:

- a) Prescribing forms for the purposes of this **Law**.
- b) Prescribing procedures for the submission of proposed regulations to **Council, Onahawinikewak, and Kawii Pimohtatacik** for the purposes of this **Law**.
- c) Prescribing procedures on when and where the service structure of **Kinosao Sipi Minoyawin Family Services** shall incorporate **Ininiimowin** in the delivery of services.
- k) Prescribing procedures to implement a **Code of Conduct** to be applied to all individuals appointed or elected to entities under or recognized by this **Law**, to be supported within these regulations, and which include:
 - i. The importance of respectful behavior in the workplaces and service delivery structures contemplated in this **Law**.
 - ii. The importance of positive role modeling to Norway House Cree Nation's children and youth, including abstaining from illegal substances use and the abuse of substances.

- iii. Commitment to promoting culturally appropriate services upholding **Ininiimowin**.
- d) Identifying and stating how disclosure of personal or confidential information under this **Law** is permitted only in specific circumstances where such disclosure is necessary, appropriate, and consistent with the purpose of this **Law**; including development of regulations pertaining to:
 - i. Access to information including child abuse registries, Norway House Cree Nation children in other agency care, other non-Norway House Cree Nation children in alternate care.
 - ii. Storage of information regarding retention of records, location and means of storage.
 - iii. Safeguarding/granting access to portals housing the information of both public and private information within **Kinosao Sipi Minoyawin Family Services** and its entities.
 - iv. Parameters for information sharing between the Norway House Cree Nation and other entities.
 - v. Public interest access to general information.
- e) Providing for the classification, establishment, designation, regulation, registration and licensing of residential care facilities including, without limitation:
 - i. The conditions to be met and maintained to obtain, retain, or renew a license.
 - ii. The conditions for suspension and cancellation of licenses.
 - iii. The keeping of records.
 - iv. Inspection of facilities and records and the information, documents or reports of residential care facilities.
 - v. Setting the conditions under which residential care for families and their children may be provided.
- f) Prescribing fees under this **Law**.

- g) Prescribing standards for the operation of treatment centers and other residential care facilities.
- h) Establishing guidelines for any agreement for determining the amount of maintenance to be paid for a child by an external agency or service who is a guardian of the child.
- i) Prescribing the action to be taken by the **Executive Director** upon notification of a child needing protection.
- j) Prescribing procedures for the maintenance and operation of registries established pursuant to this Law.
- k) Prescribing details relating to the qualifications to be met by persons who provide services to or for **Kinosao Sipi Minoyawin Family Services**.
- l) Matters relating to reporting incidents that require a Notice of Significant Measure including the contents of reports, the time periods for reporting, and the form and manner of reporting.
- m) Matters relating to requests and statements for relevant proceedings including information that must be included in a statement and the form a statement must take.
- n) Matters relating to access to information contained in the files of **Oniisohamakewin Ohpikihawasowin** or a reporting entity.
- o) Matters relating to the retention, storage and destruction of records in the custody or control of **Oniisohamakewin Ohpikihawasowin** or another reporting entity.
- p) Matters relating to the establishment, policies, and procedures of child abuse Committees.
- q) Prescribing the procedures of **Kinosao Sipi Minoyawin Family Services**.
- r) Establishing procedures for the purpose of receiving reports of child pornography.
- s) Matters relating to arrangements to access an electronic information system.
- t) Matters relating to reports to the **Council** and the **Members** including the form and contents of the reports and the manner in which they are made.

- u) Matters relating to services developed under this **Law** that shall continue to be provided beyond the implementation phase.
- v) Matters relating to all services that will be designed to help restore our way of Ininiwi Minoyawin through development of healing centers and programs to assist the strengthening of families through recovery from the effects of residential schools, day schools, boarding homes, the 60s scoop, unmarked graves, and other effects of racism and colonization.
- w) Matters relating to our places of education and service that are in operation or to be developed under this law, such as **Pikowacayihk Pimacihowin**, schools, daycares, parenting supports, and family healing services, to support the teaching of Norway House Cree Nation's children and families in our language and teach them about the true history of Norway House Cree Nation in keeping with our inherent rights and to strengthen parenting skills.
- x) Matters relating to our child and family services and family healing services that will create and deliver **ininiimowin** immersion camps, and other services for families and children to augment our education systems and empower families to support their children in language restoration and retention.
- y) Matters relating to family treatment centers and other similar supports that will include traditional healing services.
- z) Matters relating to child abuse registries, critical incident reports, and information in the public interest that speaks to community safety such as convicted sex offenders returning and/or remaining in community.
- aa) Matters relating to governance standards of this law to ensure regulations are consistent with the United Nations Declaration on the Rights of Indigenous People.
- bb) Matters relating to inter-nation agreements regarding the care of children.
- cc) Terms of reference consistent with this law relating to governance functions and the functions of **Kinosao Sipi Minoyawin Family Services** and other boards and committees as needed.
- dd) The creation of groups and committees, as needed, to oversee licensing and mandating services and service structures such as group homes, treatment facilities, and other services to be identified.

- ee) The process to void active permanent ward orders concerning Norway House Cree Nation children.
- ff) Decision and service standards that include Appeal processes.
- gg) Interpretive guides pertaining to this Law and Kinosao Sipi Minoyawin Family Services.
- hh) Implementing annual evaluations of services.
- ii) Implementing periodic organizational reviews where the first complete organizational review will be conducted within 5 years of this enactment.
- jj) Set rules respecting the form and content of forms, notices, and reports that are required or permitted under this **Law**.
- kk) Set penalties.
- ll) Set parameters to confirm willingness and compliance of employees and various panel members (e.g. commitment to learning the **Ininiimowin** language).
- mm) Ensuring inclusion within the Norway House Cree Nation Emergency Plan of **Kinosao Sipi Minoyawin Family Services** and all its departments and services.
- nn) Other elements as required.

SECTION 12 *Ta Isi Wiihtamakek* ᑕ ᐃᑦ ᐃᑦᑕᑕᑕᑕᑕᑕ ᐃᑦᑕᑕᑕᑕᑕᑕ **Communications**

Agreements

12.1 The Norway House Cree Nation may enter into agreements with Canada, a provincial government, or any Indigenous governing body respecting the collection, retention, use, and disclosure of information relating to child and family services provided in relation to Norway House Cree Nation children. These agreements may be made in order to:

- a) ensure the identification of Norway House Cree Nation children and, where possible, the identification of the community in which they and their parents reside when child and family services are provided in relation to them;
- b) support the improvement of those services; and

- c) facilitate the disclosure of such information to affected families and communities.

Right to Information

12.2 Council has a right to all information required to administer this **Law**.

12.3 Council shall prioritize the development of regulations pertaining to:

- a) Access to information including child abuse registries, Norway House Cree Nation children in other agency care, other non-Norway House Cree Nation children in alternate care and public interest access to general information.
- b) Storage of information regarding retention of records, location and means of storage.
- c) Creating portals and safeguarding/granting access to portals housing the information of both public and private information within **Kinosao Sipi Minoyawin Family Services** and its entities.
- d) Parameters for information sharing between the Norway House Cree Nation and other entities, including Indigenous governing bodies, and federal, provincial, or other governments. This includes recognition that Norway House Cree Nation shall have access to information such as its own band lists and population-level data, including health, justice, and other relevant statistics maintained by Canada, for the purposes of planning and service delivery.

Disclosure of Personal or Confidential Information

12.4 Disclosure of personal or confidential information under this **Law** is permitted only in specific circumstances where such disclosure is necessary, appropriate, and consistent with the purpose of this **Law**. The types of information that may be disclosed include personal information, records relating to services provided under this **Law**, and other relevant data. Disclosure is permitted in the following circumstances:

- a) when required to administer this **Law**;
- b) when reasonably required to provide or to plan for the provision of child and family services to the person the information is about or who is the subject of the record containing the information;

- c) When the decision to accept or reject the proposed amendment is made, the **Elector** shall be provided with a written response within ten (10) days, signed by the Chairpersons of each group with a copy of the decision to the **Council**. If the decision is to reject the proposed amendment, the reasons must be stated in the document. If the decision is to accept the proposed amendment, it must be forwarded with written reasons for acceptance to the **Council** within ten (10) days.
- d) In the event of no agreement to accept or reject the proposed amendment, even after mediation, the matter shall be referred, together with written reasons from each group to the **Council**. The final decision will be made by **Council** at the next duly convened **Council** meeting.
- e) If the decision is to reject the proposed amendment, the **Elector** shall be provided with a written reason for the decision within thirty (30) days after the duly convened **Council** meeting.
- f) If the decision is made to accept the amendment, **Council** shall cause a notice of **General Band Meeting** and copy of the proposed amendment to be posted for sixty (60) days in the Norway House Cree Nation Government Administration and **Council** Offices; including in at least three (3) other public places within Norway House Cree Nation; on the local radio and television station(s); and on the Norway House Cree Nation website. The notice shall indicate the date, time, place, and purpose of the meeting.
- g) Draft forms of the proposed amendments to the **Law** will be made available for review at the Norway House Cree Nation Government Administration and **Council** Offices and on the Norway House Cree Nation Website during the sixty (60) day notice period.
- h) At the initial **General Band Meeting**, a quorum of **Council** and a majority of **Electors** of Norway House Cree Nation must be present in order to conduct a vote on the proposed amendment. The amendment shall be accepted or rejected by a majority of **Electors** who cast a vote. Voting on the amendment shall be conducted by secret ballot.
- i) In the event that an insufficient number of **Electors** attend the **General Band Meeting** to consider and vote in favour of the amendment, a second **General Band Meeting** shall be held within one (1) month of the first meeting. Notice for the second meeting shall be given in the same manner as for the first meeting and shall require a minimum of three (3) weeks' notice.

- j) At the second **General Band Meeting**, the proposed amendment shall be considered supported if it receives a majority vote of the Electors present and voting at the meeting.
- k) In the event a majority of those **Electors** referred to in either **General Band Meeting** vote in support of the proposed amendment, then the same will be presented to **Council** at the next duly convened **Council** meeting. At that meeting **Council** shall accept and ratify the amendments.
- l) In the event that any of the required **General Band Meetings** are not able to be convened for reasons beyond the control of the **Council**, where a quorum of the **Council** is unable to be present, the time frames shall be advanced thirty (30) days and proceed as though there was no interruption.

14.1 This Law comes into force on a day, or days to be fixed by a **Resolution**.

Kakii isi wanasinahkik kimosomipananak iniiniimowin masinayipekana ote otanahk 1800s ka ichikateki askiya akihtasowina, ekoni kapimitisahikateki ota masinayikanihk.

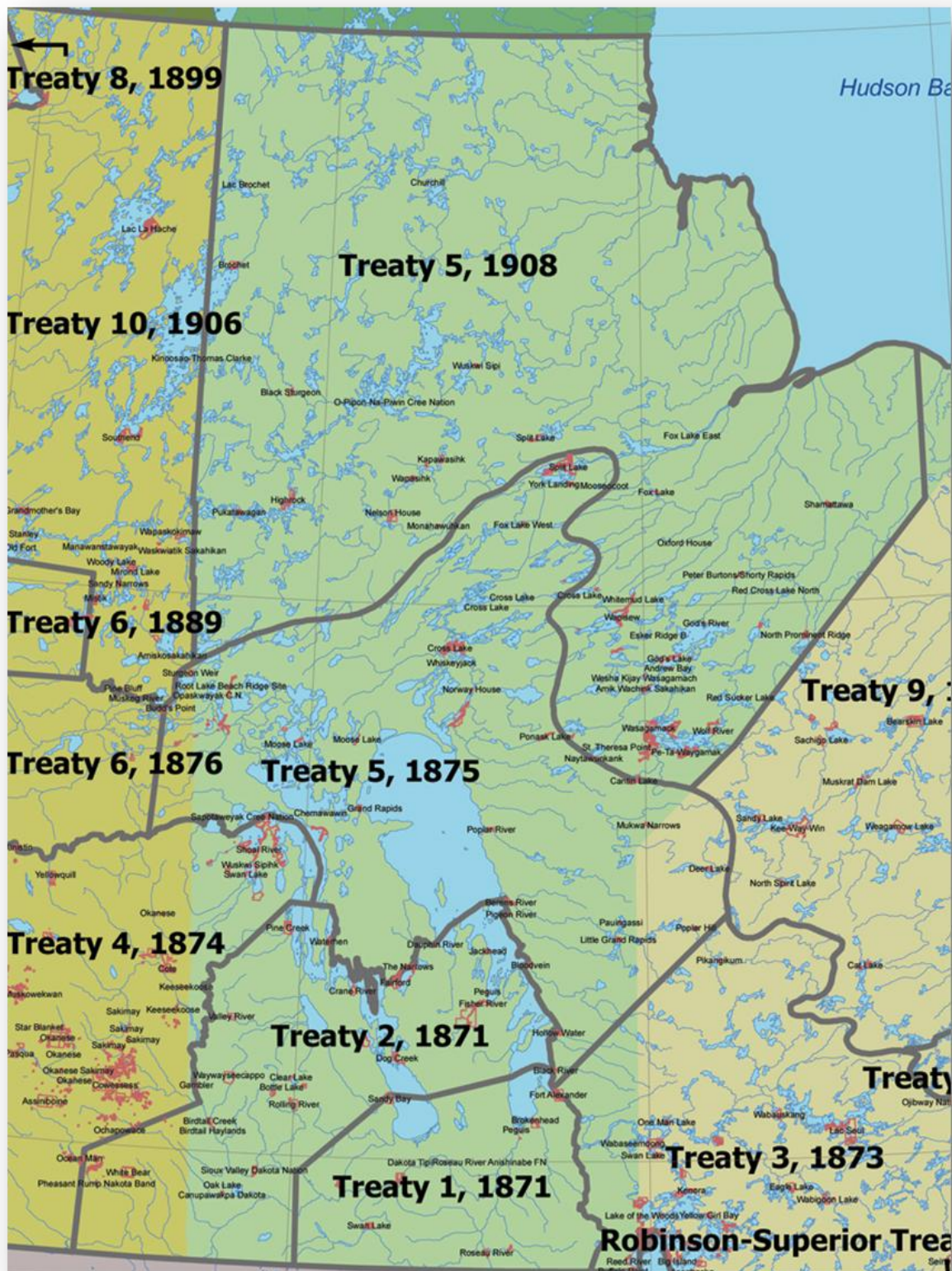
Initials	Syllabics and their sounds				Finals and its sound
	as in 'pen'	as in 'pin'	as in 'not'	as in 'pat'	
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Appendix 2: Map of the Norway House Cree Nation Northern Flood Agreement Resource area



Appendix 3: Map of Treaty 5 and Treaty 5 Adhesion areas



Appendix 4: Contact Information for matters relating to this Law

Mailing Address:

Norway House Cree Nation

Attention: Chief and Council

P.O. Box 250

Norway House, Manitoba R0B 1B0

Phone: (204) 359-6786

Fax: (204) 359-4186

E-Mail: family services@nhcn.ca

****** If you have questions or concerns about the safety of a child, please call our child and family 24-hour Intake service line at (204) 359-4551.