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## PREAMBLE

The foundation of this law is based on ᓄᓂᓂ ᓂᓂᓂᓂᓂᓂᓂᓂ Môso Sîpîwililiwak natural laws as voiced by the people.

We have the inherent right given to us from the Creator to assert our sovereignty, to exist as a nation, and to be self-determining as a people in our Homelands and with respect to our governance, economy, education, culture, and social system including the protection and well-being of our ᓂᓂᓂᓂᓂᓂᓂᓂ awâšišak and ᓂᓂᓂᓂᓂᓂᓂᓂ oškinîkiwak.

*Our inherent rights have existed since time immemorial.*

Our Treaty with the Crown is a nation-to-nation agreement which is sacred and enduring. We agreed to share with the visitors from across the ocean, as witnessed by the Creator in this sacred oral agreement.

*Our ancestors made Treaty #9 in 1905 along the Môso Sîpî.*

The *United Nations Declaration on the Rights of Indigenous Peoples* (UNDRIP) recognizes our inherent rights as ᓄᓂᓂ ᓂᓂᓂᓂᓂᓂᓂᓂ Môso Sîpîwililiwak including the right to self-determination as per Articles 3-5 and further to Articles 18, 20 and 23, while in Article 1 it acknowledges and respects our human rights as ᓄᓂᓂ ᓂᓂᓂᓂᓂᓂᓂᓂ Môso Sîpîwililiwak, like all other peoples of this Earth.

*UNDRIP was passed by the United Nations General Assembly in 2007. The Government of Canada endorsed UNDRIP in 2010 and passed the UNDRIP Act in 2021.*

The *Constitution Act, 1982*, the highest law of the Canadian government, affirms our inherent and treaty rights as ᓄᓂᓂ ᓂᓂᓂᓂᓂᓂᓂᓂ Môso Sîpîwililiwak in section 35, including our jurisdiction with respect to our ᓂᓂᓂᓂᓂᓂᓂᓂ awâšišak and families, and guards these rights against interference.

*Section 35 became part of Canada's constitution in 1982.*

The *Act respecting First Nations, Inuit and Métis children, youth and families* (Canada) confirms our full jurisdiction in child and family services, linked with the

3. This law prevails over federal legislation to the extent of any conflict or inconsistency, except for sections 10-15 of the *Act respecting First Nations*,



*Inuit and Métis children, youth and families* (Canada) and the provisions of the *Canadian Human Rights Act* (Canada).

### **Provincial & Territorial Legislation Does Not Apply & Exceptions**

4. If this law applies, provincial or territorial legislation respecting child and family services does not apply, except:
  - a. As set out in sections 47-52 (Services in Other Areas / When Another Agency etc. Is Involved); and
  - b. As may be specifically incorporated by reference in a regulation under this law, which is part of a transition process.

## **PART 2: APPLICATION OF THIS LAW**

### **General Application**

5. This law applies to:
  - a. Everyone who is a citizen of Moose Cree First Nation; and
  - b. Everyone who is affiliated with Moose Cree First Nation, despite not being a citizen of Moose Cree First Nation, which means:
    - i. A person who is eligible to register as a citizen of Moose Cree First Nation but has not done so;
    - ii. A person who has a parent who is or was a citizen of Moose Cree First Nation or eligible to register as a citizen of Moose Cree First Nation, whether or not the parent is alive or is parenting;
    - iii. A person with a family lineage speaking Moose Cree (L-dialect) of the ᓄᓂᓂᓂ ᓂᓂᓂᓂᓂᓂᓂᓂ Mōso Sîpîwililiwak, unless Moose Cree First Nation decides the connection is too remote to consider the person affiliated with Moose Cree First Nation for purposes of this law.
6. This law applies everywhere, regardless of a person's location or place of residence.

### Further Application by Agreement

7. Services under this law may be provided to a person not captured by s. 5 with the agreement in writing of a government who has jurisdiction in respect of the person, and the agreement of Moose Cree First Nation, and in those situations this law is deemed to apply to the person.
8. Services under this law may be provided to a person not captured by s. 5 with the agreement of that person, on a voluntary basis, subject to the laws of general application that apply to that person.

### Mixed Application – Multiple First Nations

9. If this law applies to an ᐃᐱᐱᐱᐱᐱᐱ awâšiš or ᐅᐱᐱᐱᐱᐱᐱ oškinîkiw, or to the parents of the ᐃᐱᐱᐱᐱᐱᐱ awâšiš or ᐅᐱᐱᐱᐱᐱᐱ oškinîkiw, who is part of or affiliated with more than one First Nation:
  - a. ᐱᐱᐱᐱᐱᐱᐱᐱᐱᐱ ᐱᐱᐱᐱᐱᐱᐱᐱ ᐱᐱᐱᐱᐱᐱᐱᐱ ᐱᐱᐱᐱᐱᐱᐱᐱ Mōso Sîpîwililiwak Peyakôtesiwi Milo Pimâtisiwi Atoskewin shall:
    - i. Approach the other First Nation(s) and speak about the matter, including about: the family tree, the laws and practices of each nation, the current situation, next steps, and the ᐱᐱᐱᐱᐱᐱᐱᐱ ᐱᐱᐱᐱᐱᐱᐱᐱᐱᐱ mâtac kištelihtâkosiwin of the ᐃᐱᐱᐱᐱᐱᐱ awâšiš or ᐅᐱᐱᐱᐱᐱᐱ oškinîkiw;
    - ii. Assess the matter having regard to the ᐱᐱᐱᐱᐱᐱᐱᐱ ᐱᐱᐱᐱᐱᐱᐱᐱᐱᐱ mâtac kištelihtâkosiwin of the ᐃᐱᐱᐱᐱᐱᐱ awâšiš or ᐅᐱᐱᐱᐱᐱᐱ oškinîkiw, the other truths in Part 3, and the rights in Part 4; and
    - iii. Try to proceed collaboratively with the First Nation(s) involved in a manner that respects all applicable laws.
  - b. ᐱᐱᐱᐱᐱᐱᐱᐱᐱᐱ ᐱᐱᐱᐱᐱᐱᐱᐱ ᐱᐱᐱᐱᐱᐱᐱᐱ ᐱᐱᐱᐱᐱᐱᐱᐱ Mōso Sîpîwililiwak Peyakôtesiwi Milo Pimâtisiwi Atoskewin may:
    - i. Reach an agreement with another First Nation in respect of the matter; and
    - ii. In writing, may waive the application of a regulation or policy made under this law or any section or part of this law, if it

[illegible]

- c. If informal or formal agreement cannot be reached, ᑭᓱ ᐅᔨᕈᖃᒃᑐᖁᕋᓂᐅᖅ Vᓄᓴᓲᓪᕇᕆᕉᕐᕗᖅ ᐱᕀᓯᓚᕐᕗᖅ ᐸᕘᓏᕐᕙᕐᕗᖅ Môso Sîpîwililiwak Peyakôtesiwi Milo Pimâtisiwi Atoskewin or another First Nation or its organization may initiate dispute resolution, which shall occur as set out in the regulations unless otherwise agreed by ᑭᓱ ᐅᔨᕈᖃᒃᑐᖁᕋᓂᐅᖅ Vᓄᓴᓲᓪᕇᕆᕉᕐᕗᖅ ᐱᕀᓯᓚᕐᕗᖅ ᐸᕘᓏᕐᕙᕐᕗᖅ Môso Sîpîwililiwak Peyakôtesiwi Milo Pimâtisiwi Atoskewin.
10. Moose Cree First Nation, acting through its Chief & Council, may make an agreement relating to child and family well-being matters with a First Nation, group of First Nations, or First Nation organization, and such an agreement takes precedence over s. 9 of this law.

## Mixed Application – File or Proceeding Under Other Jurisdiction

11. Where an ᐱᓴᓂᓄᓇ awâšiš or ᐅᓂᓃᓈᓂ oškinîkiw protection file or proceeding has been initiated under the jurisdiction of the government of Ontario or under the jurisdiction of another province, territory, First Nation, or other jurisdiction, and this law applies, the terms set out in sections 48-52 (When Another Agency etc. is Involved) apply.
12. Despite s. 11, sections 48 (g) and 49 (transfers) do not apply to a file or proceeding under the jurisdiction of a First Nation, and sections 9-10 shall be used instead.

## PART 3: Ċ·V·Δ<sup>°</sup> – TÂPWEWIN – OUR TRUTHS

### Ċ·V·Δ<sup>°</sup> – Tâpwewin – Our Truths

13. This law is governed by the following truths:

- (1) Decisions about ᐱᐱᐱᐱᐱᐱ awâšišak and ᐅᐅᐅᐅᐅᐅᐅ ᐅᐅᐅᐅᐅᐅᐅ ᐅᐅᐅᐅᐅᐅᐅ must be made in accordance with their ᐱᐱᐱᐱᐱᐱ ᐅᐅᐅᐅᐅᐅᐅᐅ ᐅᐅᐅᐅᐅᐅᐅᐅ māwac kištelihtâkosiwin.
- (2) ᐱᐱᐱᐱᐱᐱ Awâšišak are sacred precious gifts, to be treated with love and kindness.
- (3) Parents and caregivers have important responsibilities to their ᐱᐱᐱᐱᐱᐱ awâšišak and are their first teachers.
- (4) Extended families are the foundation of raising ᐱᐱᐱᐱᐱᐱ awâšišak in a healthy way, rooted in our culture and identity.
- (5) Grandmothers and great-grandmothers have traditional leadership roles within our extended families, especially in sharing love and wisdom in raising ᐱᐱᐱᐱᐱᐱ awâšišak.
- (6) The whole community and nation have responsibility in raising our ᐱᐱᐱᐱᐱᐱ awâšišak, and we will work together in doing so.
- (7) Inclusion and diversity are to be honoured and celebrated.
- (8) Personal choice must be respected, including personal choices about religious and spiritual paths, and personal choices about healing paths.
- (9) The teachings of love, respect, humility, honesty, bravery, truth and wisdom guide us in our lives, in raising our ᐱᐱᐱᐱᐱᐱ awâšišak, and in our work under this law.
- (10) We should strive for ᐱᐱᐱᐱᐱᐱ ᐅᐅᐅᐅᐅᐅᐅᐅ ᐅᐅᐅᐅᐅᐅᐅᐅ ᐅᐅᐅᐅᐅᐅᐅᐅ of the whole person, understanding that each of us has physical, emotional, mental and spiritual dimensions.
- (11) Strong efforts must be made to help families, to support them to stay together, and to do well together.

(12) We have common values that inform this law within our Cree legal tradition:

|  |   |   |
|--|---|---|
| <p>ᑭᑦᓂᑦᓂᑦᓂᑦ<br/>ᑭᑦᓂᑦᓂᑦᓂᑦᓂᑦᓂᑦ<br/>ᑭᑦᓂᑦᓂᑦᓂᑦᓂᑦᓂᑦ</p>  | <p>Kiše manitow<br/>owalašowewina ni<br/>tâpwetenân;</p>  | <p>We believe in<br/>Creator's Laws;</p>  |
| <p>ᑭᑦᓂᑦᓂᑦᓂᑦᓂᑦ<br/>ᑭᑦᓂᑦᓂᑦᓂᑦᓂᑦᓂᑦᓂᑦ<br/>ᑭᑦᓂᑦᓂᑦᓂᑦᓂᑦᓂᑦᓂᑦ<br/>ᑭᑦᓂᑦᓂᑦᓂᑦᓂᑦᓂᑦᓂᑦ<br/>ᑭᑦᓂᑦᓂᑦᓂᑦᓂᑦᓂᑦᓂᑦ<br/>ᑭᑦᓂᑦᓂᑦᓂᑦᓂᑦᓂᑦᓂᑦ<br/>ᑭᑦᓂᑦᓂᑦᓂᑦᓂᑦᓂᑦᓂᑦ<br/>ᑭᑦᓂᑦᓂᑦᓂᑦᓂᑦᓂᑦᓂᑦ</p>                   | <p>Wâhkotowi<br/>Walašowewina nitayânân:<br/><br/>Askiy niwâhkomikonân;<br/>Askiy ni pimâcihikonân;<br/>Niwâhkomânânak<br/>aweyâšîšak, namesak,<br/>pilešîšak, mištikwa,<br/>manicôšak nešta<br/>maškošîya;</p> | <p>We have Natural<br/>Laws:<br/><br/>The earth is related<br/>to us; the earth<br/>sustains us; we are<br/>related to the<br/>animals, fish, birds,<br/>trees, insects and<br/>plants;</p> |
| <p>ᑭᑦᓂᑦᓂᑦᓂᑦᓂᑦᓂᑦ<br/>ᑭᑦᓂᑦᓂᑦᓂᑦᓂᑦᓂᑦᓂᑦ<br/>ᑭᑦᓂᑦᓂᑦᓂᑦᓂᑦᓂᑦᓂᑦᓂᑦ</p>  | <p>Wâhkotowin<br/>Walašowewina<br/>nikanawelihtenân:</p>  | <p>We keep Laws of<br/>the People:</p>  |
| <p>ᑭᑦᓂᑦᓂᑦᓂᑦᓂᑦᓂᑦᓂᑦ<br/>ᑭᑦᓂᑦᓂᑦᓂᑦᓂᑦᓂᑦᓂᑦᓂᑦ<br/>ᑭᑦᓂᑦᓂᑦᓂᑦᓂᑦᓂᑦᓂᑦᓂᑦ<br/>ᑭᑦᓂᑦᓂᑦᓂᑦᓂᑦᓂᑦᓂᑦᓂᑦ<br/>ᑭᑦᓂᑦᓂᑦᓂᑦᓂᑦᓂᑦᓂᑦᓂᑦ<br/>ᑭᑦᓂᑦᓂᑦᓂᑦᓂᑦᓂᑦᓂᑦᓂᑦ<br/>ᑭᑦᓂᑦᓂᑦᓂᑦᓂᑦᓂᑦᓂᑦᓂᑦ<br/>ᑭᑦᓂᑦᓂᑦᓂᑦᓂᑦᓂᑦᓂᑦᓂᑦ</p> | <p>Ni sâkihânânak nit<br/>awâšîšiminânak;<br/>nit ohpikihânânak nit<br/>awâšîšiminânak;<br/>ni kispewâtânânak nit<br/>awâšîšiminânak;<br/>ninanâkacihânânak nit<br/>awâšîšiminânak.</p>                         | <p>We love our<br/>children;<br/>We raise our<br/>children;<br/>We protect our<br/>children;<br/>We look after our<br/>children.</p>  |

14. The truths in s. 13 apply to all aspects of this law, including the interpretation, application, implementation, and administration of this law.

## PART 4: ᐅᑭᐱᐱᐱᐱᐱᐱ – OKIMÂWIWINA – RIGHTS

**ᐱᓂᓃᓄᓇ ᑎᓈᓂᓂ ᑕᓴᓂᓂᓇᓂᓄᓇ – Awâšišak Nešta Oškinîkiwak**  
**Okimâwiwina – Rights of Our Children and Youth**

15. Our ᐱᓂᑦᐸᓄᑦ awâšišak and ᐅᓄᑦᐸᓄᑦ oškinîkiwak have the right:
- To a loving, safe home.
  - To unconditional love, care, nutrition, and education.
  - To have a voice in matters affecting them, including in decisions under this law, and this right includes the right to be informed, to participate, and to be heard.
  - To receive support for their well-being, using a wholistic approach that accounts for their spiritual, emotional, mental and physical well-being, that is inclusive of appropriate health services, education and other necessary services, and that integrates land, cultural teachings, and identity.
  - To know who their family members are.
  - To spend time with and build relationships with their family members while respecting the other rights set out here.
  - To occupy our Moose Cree Homelands and build their relationship with the lands and waters that sustain us.
  - To learn and experience a Moose Cree way of life.
  - To learn the history of the Moose Cree people, and the history of any other people they come from.
  - To learn about Moose Cree First Nation as a living nation, including our government and services, and gain an understanding of the rights of Moose Cree citizens.
  - To be registered as a citizen of Moose Cree First Nation if eligible, or to another First Nation if eligible.
  - To be treated with kindness, compassion, respect, and dignity.

- m. To experience and learn the teachings of love, respect, humility, honesty, bravery, truth and wisdom.
- n. To be free from harm and traumatic experiences due to physical abuse, mental abuse, emotional abuse, sexual abuse, neglect or abandonment, trafficking, and bullying.

**ᐅᓂᑦᑭᐱᐃᑲᐣᐤ ᐅᑭᐣᐤᐱᐤ – Onîkhiikomâwak Okimâwiwina – Rights of Parents**

16. Parents have the right:
  - a. To be treated with kindness, compassion, respect, and dignity.
  - b. To experience, learn, and use the teachings of love, respect, humility, honesty, bravery, truth and wisdom.
  - c. To receive support for their well-being and healing, using a wholistic approach that accounts for their spiritual, emotional, mental and physical well-being, that is inclusive of appropriate services, and integrating land, cultural teachings, and identity.
  - d. To have a voice in decisions made under this law about themselves and their ᐃᓂᓄᓂᓂᓂ awâšišak, including the right to be informed, to participate, and to be heard.
  - e. To be informed about their ᐃᓂᓄᓂᓂᓂ awâšišak and events in their lives.

**ᑭᑦᑲᑦ ᐱᑦᑎᑦᑲᑦᑲᑦᑲᑦ ᐱᑦᑲᑦᑲᑦᑲᑦ – Kiše Âniskotâpânak Okimâwiwina – Rights of Grandparents & Great-Grandparents**

17. Grandparents and great-grandparents have the right:
  - a. To teach their family members about the Moose Cree way of life, our language, our land, our identity, our history, and our cultural teachings, to the extent they are able to do so.
  - b. To have a voice in decisions made under this law about their family members, including ᐱᐃᓂᓴᓂᐅ awâšišak and ᐅᑦᐅᐅᐅᐅ oškinîkiwak in their family, including the right to be informed, to participate, and to be heard.

18. A person caring for an  $\triangleleft \cdot \triangleleft^s$  awâšiš or  $\triangleright^s \rho \acute{\sigma} \rho^o$  oškinîkiw on a day-to-day basis has the right:

- JꞤ ꞥꞤ·ΔꞤꞤ·Ꞥ<sup>b</sup> VꞤꞥUꞤ·Δ ꞤꞤ ꝱꞤꞤꞤ·Δ ꝱꞤ<sup>cꞤ</sup>ꝱ·Δ<sup>a</sup> ꝱꞤꞤ·Δ·Δ<sup>a</sup> – Mōso  
Sîpîwîlîiwak Peyakôtesîwi Milo Pimâtîsîwi Atoskewin Okimâwîwin – Rights of  
Môso Sîpîwîlîiwak Peyakôtesîwi Milo Pimâtîsîwi Atoskewin**

- [illegible]



- d. To have a voice in decision-making processes about Moose Cree ᐃᓄᓂᑦ ᐱᓄᓂᑦ ᐱᓄᓂᑦ awâšišak and ᐅᓄᓂᑦ ᐱᓄᓂᑦ ᐱᓄᓂᑦ oškinîkiwak, including the right to be informed, to participate, and to be heard.
- e. To be consulted on all matters regarding Moose Cree ᐃᓄᓂᑦ ᐱᓄᓂᑦ ᐱᓄᓂᑦ awâšišak and ᐅᓄᓂᑦ ᐱᓄᓂᑦ ᐱᓄᓂᑦ oškinîkiwak that fall within the responsibility of a Protection Services Provider and by all child protection agencies, societies, authorities, and other Service Providers of child and family services.
- f. To visit and meet with any Moose Cree ᐃᓄᓂᑦ ᐱᓄᓂᑦ ᐱᓄᓂᑦ awâšiš or ᐅᓄᓂᑦ ᐱᓄᓂᑦ ᐱᓄᓂᑦ oškinîkiw who is in any caregiving arrangement that arose further to child protection involvement.

**PART 5: ᑭᓱᐃᑦᑐᐅᑦ ᖄᕈᑦᑐᐅ ᑲᓴ ᐱᑎᑦᑐᐅ ᐸᑦᑲᑦᑐᐅ MÔSO  
SÎPÎWILILIWAK PEYAKÔTESIWI MILO PIMÂTISIWI  
ATOSKEWIN**

## Establishment

20. Moose Cree First Nation is to create and maintain the ᐃᓱ ᑭᓴᐅᐅᐅᐅᐅᐅᐅ  
ᖃᓄᕈᐅ ᑦᓇ ᐱᓚᑎᓱᐅ ᐅᑕᓂᑦᑦᐅᐅ Môso Sîpîwililiwak Peyakôtésiwi Milo  
Pimâtisiwi Atoskewin organization in accordance with this law and its  
regulations.

## Mandate

21. The core mandate of ᑭᓱᐳᔨᕙᓴᒃᑐᖅ V̄ᗩdUᐯᕈᕛᑦ ᑲᑎᑏᑶᕇᕞ Mōso Sîpîwililiwak Peyakôtesiwī Milo Pimâtisiwī Atoskewin is to:
- a. Advocate for the ᑂᕘᑵᕉᑦᑐᖅ Uᑕᑦᑕᑌᐯᕈᕞ māwac kištelihtâkosiwin of Moose Cree ᑲᑲᑏᑰᖅ awâšišak and ᑮᕚᐆᑍᕈᕇᕞ oškinîkiwak and the fulfilment of their rights, including their rights under Part 4 and other rights;
  - b. Support Moose Cree ᑲᑲᑏᑰᖅ awâšišak, ᑮᕚᐆᑍᕈᕇᕞ oškinîkiwak, and families in accordance with their needs;

- c. Prevent harm to Moose Cree ᐃᓄᑦᐅᕋᑦ awâšišak and ᐅᖅᐆᕐᓂᐱᑦ oškinîkiwak;
  - d. Intervene when concerns, risks, or events arise that may compromise the safety of Moose Cree ᐃᓄᑦᐅᕋᑦ awâšišak and ᐅᖅᐆᕐᓂᐱᑦ oškinîkiwak or the fulfilment of their rights, acting in their ᐱᓇᔭᒃᐸᕐᐳᑦ mâwac kištelihtâtosiwin.
22. Further to the mandate in s. 21, ᐱᓇᔭᒃᐸᕐᐳᑦ ᐅᖅᐆᕐᓂᐱᑦ ᐅᕈᕐᐸᕐᐳᑦ ᐱᓇᔭᒃᐸᕐᐳᑦ ᐃᓄᑦᐅᕋᑦ Mōso Sîpîwililiwak Peyakôtesiwi Milo Pimâtisiwi Atoskewin:
- a. Shall ensure so far as possible that it has the capacity to carry out its duties and exercise its powers under this law;
  - b. Shall provide such services or ensure their provision, carry out such duties, and exercise such powers, as are assigned by this law including under its regulations;
  - c. May retain such employees and contractors as it determines;
  - d. May enter into agreements for any purpose necessary or ancillary to the fulfilment of its mandate and for the implementation, administration or enforcement of this law, including to receive or disburse funds, to provide services or ensure their provision, and to secure buildings and facilities;
  - e. May make recommendations to Moose Cree First Nation, including to Chief & Council, in the administration of this law, in the development of regulations or amendments, and generally in the exercise of Moose Cree jurisdiction in relation to child and family services and well-being; and
  - f. May take any action within its authority to support the implementation, administration, and enforcement of this law.

- ## Accountability

## Funding

24. Moose Cree First Nation shall work collaboratively with ᑭᓯᐱᓪᓴᓕᓂᑦᓄᓐ Vᖅᓃᑭᓪᓴ ᑭᓯ ᐱᓚᑎᓪᓴ ᓇᑕᓐᓴᓄᓐ Mōso Sîpîwililiwak Peyakôtesiwī Milo Pimâtisiwī Atoskewin and with other governments to ensure that ᑭᓯ ᑭᓯᐱᓪᓴᓕᓂᑦᓄᓐ Vᖅᓃᑭᓪᓴ ᑭᓯ ᐱᓚᑎᓪᓴ ᓇᑕᓐᓴᓄᓐ Mōso Sîpîwililiwak Peyakôtesiwī Milo Pimâtisiwī Atoskewin has the funding necessary to fully deliver on its mandate, such funding being sustainable, needs-based, long-term, and consistent with the principle of substantive equality taking into account realistic costs of service in Moose Factory as a remote location and the other various locations Moose Cree citizens reside.

## PART 6: PROTECTION SERVICES PROVIDER

## Licence

25. Chief & Council may licence one or more organizations as a Protection Services Provider, and:
  - a. The licence shall state a geographic area it applies to; and
  - b. The licence may state conditions that are consistent with this law and its regulations.

## Mandate

26. A Protection Services Provider shall provide P<sup>y</sup>V·ᑕᓴᑦᐃᑦ kispewâwasowin services in accordance with this law and its regulations.
27. Unless otherwise stated in the licence, a Protection Services Provider shall provide all the P<sup>y</sup>V·ᑕᓴᑦᐃᑦ kispewâwasowin services described in the regulations.

## Accountability

28. A Protection Services Provider must:
- a. Act in accordance with our truths in Part 3 and help to ensure the rights in Part 4;

- b. Comply with this law, with the regulations made under it, and with its licence;
- c. Establish a conflict of interest policy to apply to its staff and operations;
- d. Establish a complaints policy that meets the criteria in the regulations;
- e. Report on a quarterly and annual basis to the *ᑭᓱ ᓱᐱᐱᓕᓕᐱᓐ ᖃᓴᓱᓱᐱ ᓱᓴ ᐱᓴᓱᓱᐱ ᐱᓕᓴᓱᐱ* Môso Sîpîwililiwak Peyakôtesiwî Milo Pimâtisiwî Atoskewin in a manner consistent with the regulations;
- f. Meet on a quarterly basis with representatives of the *ᑭᓱ ᓱᐱᐱᓕᓕᐱᓐ ᖃᓴᓱᓱᐱ ᓱᓴ ᐱᓴᓱᓱᐱ ᐱᓕᓴᓱᐱ* Môso Sîpîwililiwak Peyakôtesiwî Milo Pimâtisiwî Atoskewin;
- g. Report on an annual basis to Moose Cree First Nation citizens in a manner that includes oral, visual, and written elements;
- h. Prepare an annual audited financial statement;
- i. Participate in the reviews set out in Part 11; and
- j. Provide publicly accessible information on its services and operations.

## Funding

29. ᓂᕈ ᐅᑦᔭᒃᑐᒃᑐᖅᐱᖅ ᖁᕋᑲᕆᕐᔪ ᐸᓴ ᐱᓚᓇᕐᔪ ᐰᓄᓞᙳᖅ Mōso Sîpîwililiwak Peyakôtesiwī Milo Pimâtisiwī Atoskewin shall provide a Protection Services Provider with funding in accordance with the regulations.

## Additional Services

30. A Protection Services Provider may provide additional services under Part 8 (Services) with the approval of ᐃᓯ ᑭᓱᓴᓵᓂᓄᓪᓗ ᖅᓴᓴᕈᓴᓂ ᐱᓲ ᐱᓴᓂᓴᓂᓄᓪᓗ ᐱᓴᓴᓴᓂᓄᓪᓗ Mōso Sîpîwililiwak Peyakôtesiwî Milo Pimâtisiwî Atoskewin, on such terms as may be agreed upon.

## PART 7: OTHER SERVICE PROVIDERS

### Agreements with Service Providers

31. ᐱᓯ ᓯᐱᐃᓕᓕᐃᑦ ᖃᓯᐃᐅᓯᐃ ᓯᓂ ᐱᓯᐅᓯᐃ ᐃᓕᓐᓴᐃᑦ Mōso Sîpîwililiwak Peyakôtesiwi Milo Pimâtisiwi Atoskewin may reach agreements with Service Providers that may:
- Set out services to be provided by the Service Provider, with or without additional funding;
  - Provide funding to the Service Provider for the provision of services;
  - Establish other terms of the relationship between the ᐱᓯ ᓯᐱᐃᓕᓕᐃᑦ ᖃᓯᐃᐅᓯᐃ ᓯᓂ ᐱᓯᐅᓯᐃ ᐃᓕᓐᓴᐃᑦ Mōso Sîpîwililiwak Peyakôtesiwi Milo Pimâtisiwi Atoskewin and the Service Provider.
32. An agreement under s. 31 that includes the provision of funding:
- Must include terms on reporting and accountability for funds; and
  - Is deemed to include any term required by the regulations.

## PART 8: SERVICES

### ᓯᓯᓯᓂᓕᓐᓴᐃᑦ Kiskinohtahiwewin

33. In this law ᓯᓯᓯᓂᓕᓐᓴᐃᑦ kiskinohtahiwewin is inclusive of the following categories:
- Prevention-based learning needs for family well-being;
  - Youth services; and
  - Support services to an ᐃᐃᓐᓴᓐ awâšiš, ᐅᓐᓯᐅᓐ oškinîkiw, parent, other family member, or family group.
34. ᐱᓯ ᓯᐱᐃᓕᓕᐃᑦ ᖃᓯᐃᐅᓯᐃ ᓯᓂ ᐱᓯᐅᓯᐃ ᐃᓕᓐᓴᐃᑦ Mōso Sîpîwililiwak Peyakôtesiwi Milo Pimâtisiwi Atoskewin shall ensure that, at a minimum, the ᓯᓯᓯᓂᓕᓐᓴᐃᑦ kiskinohtahiwewin service needs set out in the regulations

are addressed through programming to the extent required by the regulations.

35. P'PᓄC"Δ·∇·Δᐃ Kiskinohtahiwewin services may be provided directly by ᑭᒃᕈᔨᔪᐅᐅᐅᐅᐅ VᖁᐅUᕂ·Δ Γᓗ ᐱᑲᑎᕂ·Δ ΔC"ᖅ·Δᐃ Mōso Sîpîwililiwak Peyakôtesíwi Milo Pimâtisiwi Atoskewin or provided indirectly by another organization, including a Service Provider.
36. Every department and organization of Moose Cree First Nation shall collaborate with ᑭᒃᕈᔨᔪᐅᐅᐅᐅᐅ VᖁᐅUᕂ·Δ Γᓗ ᐱᑲᑎᕂ·Δ ΔC"ᖅ·Δᐃ Mōso Sîpîwililiwak Peyakôtesíwi Milo Pimâtisiwi Atoskewin to the best of its ability, to consider how it can support the P'PᓄC"Δ·∇·Δᐃ kiskinohtahiwewin services required under s. 33 and the regulations.
37. ᑭᒃᕈᔨᔪᐅᐅᐅᐅᐅ VᖁᐅUᕂ·Δ Γᓗ ᐱᑲᑎᕂ·Δ ΔC"ᖅ·Δᐃ Mōso Sîpîwililiwak Peyakôtesíwi Milo Pimâtisiwi Atoskewin shall report annually to Chief & Council with plans under s. 34 for the upcoming year and results under s. 34 for the previous year, in accordance with the regulations.
38. ᑭᒃᕈᔨᔪᐅᐅᐅᐅᐅ VᖁᐅUᕂ·Δ Γᓗ ᐱᑲᑎᕂ·Δ ΔC"ᖅ·Δᐃ Mōso Sîpîwililiwak Peyakôtesíwi Milo Pimâtisiwi Atoskewin shall provide wholistic oversight to ensure ᐅᐅᐅᐅᐅ awâšišak, ᐅᐅᐅᐅ oškinîkiwak, parents and families receive the P'PᓄC"Δ·∇·Δᐃ kiskinohtahiwewin services they need, and may establish policies in relation to such services that are consistent with this law and its regulations.

## P'P'ᑦC"Δ·∇·Δᑦ Kiskinohtahiwewin – Voluntary Participation

39. Participation in P<sup>h</sup>P<sub>2</sub>C<sup>"</sup>Δ<sup>·</sup>∇<sup>·</sup>Δ<sup>^</sup> kiskinohtahiwewin services is voluntary.
40. Voluntariness under s. 39 is not compromised by such participation being or becoming:
  - a. Required curriculum in an educational setting;
  - b. Integrated into the receipt of other services including financial support; or

- c. Considered in assessing the ᐃᑦᓴᕈᔭᐅᑎᒃ māwac kištelihtâkosiwin of an ᐱᑦᓵᖁ awâšiš or ᐅᖂᐆ ošinîkiw or making a decision under this law.
- 

**P<sup>h</sup>V·Δ·ΔJ·Δ<sup>a</sup> Kispewâwasowin Services**

- 42.** Regulations shall establish rules for P<sup>y</sup>V·ᐱ̇ᑦᓴᔨᕐᕈᖅ kispewâwasowin services consistent with this law, and a Protection Services Provider shall apply them, in collaboration with ᐃᒪ ᐯᕙᕋᕆᕐᑐᖅ VlydUy·Δ Γ Δ ΛΓNγ·Δ ᐱC<sup>m</sup>q·Δ Môso Sîpîwililiwak Peyakôtésiwi Milo Pimâtisiwi Atoskewin.
- a. Such regulations may incorporate the legislation of another jurisdiction by reference, and such legislation is deemed to be not in conflict with this law while incorporated by reference.
  - b. The regulations shall include terms on the transition of services when this law comes into force, including transitions related to active files, active court, and ᐱ̇ᑥᓂ awâšišak or ▷<sup>n</sup>Pō-d-ᐱ̇ ošķinîkiwak in caregiving arrangements.
- 43.** In accordance with the regulations, for P<sup>y</sup>V·ᐱ̇ᑦᓴᔨᕐᕈᖅ kispewâwasowin purposes:
- a. Searches and inspections may take place, including within a home;
  - b. One or more caregivers may be assigned to an ᐱ̇ᑥᓂ awâšiř;
  - c. An ᐱ̇ᑥᓂ awâšiř may be required to leave a certain home or other location and may be required to reside at a certain home or other location;
  - d. An ▷<sup>n</sup>Pō-P° ošķinîkiw may be offered alternative accommodations;
  - e. An adult may be placed into a home with the agreement of that adult;



- f. An adult may be required to leave a home, with or without the agreement of that adult, and in such circumstances the adult shall be offered alternative accommodations;
- g. Subsection (f) applies regardless of the housing arrangements in place for the home, and for greater certainty, it applies whether or not the adult owns the home, is on the lease or other rental agreement for the home, has a certificate of possession for the home, or has been assigned the home by a First Nation; and
- h. The services of peace officers including police officers may be accessed.

## Adoption

44. An adoption of an ᐱᓂᓄᓴᓂ awâšiš or ᐅᓂᓄᓴᓂ oškinîkiw to whom this law applies requires the approval of ᑭᓯᓂᓴᓂᓴᓂᓴᓂ ᕐᓴᓂᓴᓂᓴᓂ ᐱᓂᓄᓴᓂ Môso Sîpîwililiwak Peyakôtésiwi Milo Pimâtisiwi Atoskewin, which may be provided once it has assessed how the adoption will honour the truths in Part 3 and respect the rights under Part 4, and no court may issue an adoption order under any legislation without receiving such approval.
45. Regulations may be made on adoption and other long-term arrangements for caregiving, consistent with this law.

### Services Within Area of Protection Services Provider

- [illegible]

services other than P<sup>h</sup>V·ċ·ċ·ċ·ċ·ċ kispewâwasowin as set out in (a) above, subject to any delegations of such services;

- c. Every person who holds a P<sup>h</sup>V·ċ·ċ·ċ·ċ·ċ kispewâwasowin concern about an ċ·ċ·ċ<sup>o</sup> awâšiš shall report their concern to the Protection Services Provider; and
- d. ĵ·ĵ·Ĵ·Ĵ·Ĵ·Ĵ·Ĵ VĵĵUĵ·Ĵ Ĵ·Ĵ ĴĴĴ·Ĵ ċ·ċ<sup>h</sup>Ĵ·Ĵ·Ĵ Mōso Sîpîwililiwak Peyakôtesiwî Milo Pimâtisiwî Atoskewin shall ensure the Protection Services Provider is notified of P<sup>h</sup>V·ċ·ċ·ċ·ċ·ċ kispewâwasowin concerns that come to its attention.

### **Services in Other Areas**

- 47. Outside the geographic areas set out in the licences of Protection Services Providers, the child and family services agency, society, authority or other Service Provider that would be responsible in the absence of this law remains responsible to respond to child protection matters, youth services, and prevention and support services for ċ·ċ·ċ<sup>h</sup> awâšišak, Ĵ<sup>o</sup>Pōċ·ċ·ċ<sup>h</sup> oškinîkiwak or families, and any related child and family services, and a court that would normally have jurisdiction in the absence of this law retains that jurisdiction, subject to sections 48-52 (When Another Agency etc. Is Involved).

### **When Another Agency etc. Is Involved**

- 48. If this law applies and a child and family services agency, society, authority or other Service Provider has responded to a child and family services matter under the authority of another jurisdiction, opened a file or court proceeding under the authority of another jurisdiction, or is otherwise providing child and family services other than services delegated under this law:

#### *Notification*

- a. The agency, society, authority or other Service Provider shall notify ĵ·ĵ·Ĵ·Ĵ·Ĵ·Ĵ·Ĵ VĵĵUĵ·Ĵ Ĵ·Ĵ ĴĴĴ·Ĵ ċ·ċ<sup>h</sup>Ĵ·Ĵ·Ĵ Mōso Sîpîwililiwak Peyakôtesiwî Milo Pimâtisiwî Atoskewin about the matter as soon as practically possible.







- [illegible]

## Extended Family Responsibility for Decisions

- ## Extended Family Decisions – Basis for Decision

- ## Extended Family – Optional

56. In the following circumstances, ᑭᓱ ᐅᔨᕈᖅᑐᒃ ᐸᓂᑦᐳᐅ ᑲᓴ ᐱᑎᑲᓪᐅ  
ᐋᑲᓄᓇᑦ Mōso Sîpîwililiwak Peyakôtesiwî Milo Pimâtisiwî Atoskewin may ask an extended family to discuss the situation and make a decision about an  
ᐋᑲᑲᓄᓇ awâšiš or ᐅᓄᑲᓄᓇ oškinîkiw:
- a. ᑭᓱ ᐅᔨᕈᖅᑐᒃ ᐸᓂᑦᐳᐅ ᑲᓴ ᐱᑎᑲᓪᐅ ᐋᑲᓄᓇᑦ Mōso Sîpîwililiwak  
Peyakôtesiwî Milo Pimâtisiwî Atoskewin has identified a need for  
ᑲᓵᑲᓂᑲᓂᓄᓇᑲᓂᓄᓇ kiskinohtahiwewin services and believes that an  
extended family decision would help support the family, ᐋᑲᑲᓄᓇ





### *Family chooses processes*

- b. The extended family may choose its discussion and decision-making processes;

### *Timeliness*

- c. The extended family has the obligation to hold its discussions and try to reach decisions in a timely way, according the needs of the situation;

*Option – Circle*

- d. ᐱᓂᑦᑐᕈᒃᔭᑦᔪᑦᖅ ᖁᓗᕆᕈᑦᔫᑦ ᐱᓚᏎᕈᑦᔫᑦ ᐸᑲᓴᑦᔨᑦᔫᑦ Môso Sîpwililiwak Peyakôtésiwi Milo Pimâtisiwi Atoskewin shall offer a facilitated circle as an option;

*Option – Elder*

- e. ᓃᐅᑦᓂᑦᓈᑦᓇᑦᓄᑦ ᖃᓚᓄᓄᑦᓇ ᐱᓚᓂᑦᓇ ᓇᑕᓴᑦᓇᑦ Môso Sîpîwililiwak Peyakôtésiwi Milo Pimâtisiwi Atoskewin shall offer to arrange for the participation of an Elder as an option, who may provide guidance;

### *All Relevant Information*

- f. ᐱᓯᔭᑦᑐᒃᕈᓴᖅᕙ VᗮᑲUᗪᑦᕇ ᐸᓂ ᐱᓚᑎᗪᑦᕇ ᐘᑕᓄᑦᕉᑦᕇ Mōso Sîpîwililiwak Peyakôtesiwī Milo Pimâtisiwī Atoskewin and the Protection Services Provider shall provide all relevant information to the extended family, and may participate in discussions with the consent of the extended family;

### Caregivers

- g. If there is a caregiver for the ᐅᓄᑦᐃᑦ awâšiš or ᐅᓂᑦᐃᑦ oškinîkiw who is not part of the extended family, they may participate in discussions with the consent of the extended family, and if such consent is not provided then ᐱᑦᐊᑦᑐᑦ ᐁᓄᑦ VɛdUʔ.Δ Γ ∩ ᐱᑦᐊᑦᑐᑦ ᐁᓄᑦ Môso Sîpîwililiwak Peyakôtésiwi Milo Pimâtisiwi Atoskewin and the Protection Services Provider shall work together to ensure that the caregiver's information and views are provided to the extended family;

62. If a request is made to the ᑲᐢᓴᕐᔭᓂᓱᓯᓪᓇ Kâ Kišewâtisiċik in any of the following circumstances, the ᑲᐢᓴᕐᔭᓂᓱᓯᓪᓇ Kâ Kišewâtisiċik shall make a decision, or a series of decisions as the case may be:

- a. A Protection Services Provider believes, upon grounds set out in writing, that an extended family decision does not adequately address ᐠᕐᔭᓂᓱᓯᓪᓇ kispewâwasowin concerns;
- b. ᑭᐢᓴᕐᔭᓂᓱᓯᓪᓇ ᖃᓄᓂᓱᓯᓪᓇ ᑭᐢᓴᕐᔭᓂᓱᓯᓪᓇ ᑭᐢᓴᕐᔭᓂᓱᓯᓪᓇ Mōso Sîpîwililiwak Peyakôtesiwi Milo Pimâtisiwi Atoskewin believes, upon grounds set out in writing, that an extended family decision does not adequately address the ᑭᐢᓴᕐᔭᓂᓱᓯᓪᓇ mâwac kištelihtâkosiwin of the ᑭᐢᓴᕐᔭᓂᓱᓯᓪᓇ awâšiś or ᑭᐢᓴᕐᔭᓂᓱᓯᓪᓇ oškinîkiw, does not adequate address other



- a. a warning;
- b. an invitation to resolve the matter through direct discussion,  
mediation, or another dispute resolution process;
- c. a response integrated within the context of an accountability  
mechanism referred to in s. 28 (Protection Services Provider –  
Accountability);
- d. actions taken on the basis of the terms of an agreement between ᑭᓴᐅᔨᑐᕈᔪᐱ ᒃᓂ ᐱᑖᑎᓯᐱ ᐸᑕᓄᐳᑦᐱ Môso Sîpîwililiwak

72. Extended family members and other individuals involved in the implementation of this law in their capacity as individuals shall be held accountable through:

- a. Accountability to each other for commitments that were made or that are held as a function of a relationship;
- b. Oversight by ᑭᓯᔨᐱᐅᐸᐸᐸᐸᐸᐸ ᖃᓴᑦᑐᕈᐸᐸ ᑭᓴᐱᐸᐸᐸᐸᐸᐸ Mōso Sîpîwililiwak Peyakôtesiwî Milo Pimâtisiwî Atoskewin as to the truths in Part 3 including the ᐱᐸᐸᐸᐸᐸᐸᐸᐸᐸᐸᐸᐸ māwac kištelihtâkosiwin of the ᐸᐸᐸᐸᐸᐸ awâšiš or ᐸᐸᐸᐸᐸᐸ oškinîkiw, and the rights in Part 4; and
- c. As to safety, oversight by a Protection Services Provider or a child and family services agency, society, authority or other Service Provider responsible for child or youth protection.

## Criminal Matters

73. Nothing in this law limits the reporting of information to criminal law authorities if criminal law may be applicable.
74. If ᑭᓪᐱᓂᓄᓇᐅᔨ ᖃᓴᕈᓂᓄᓇ ᐱᑲᒋᓂᓄᓇ ᐸᑦᓴᙵᓄᓇ Mōso Sîpîwililiwak Peyakôtesiwî Milo Pimâtisiwî Atoskewin, a Protection Services Provider, or any Service Provider believes upon reasonable grounds that a crime has been committed against an ᐸᐸᓯᓗ awâšiš or ᐅᓰᓂᓰ ošķinîkiw for whom that organization is providing services, that organization shall report information about the alleged crime to the applicable police service.

## PART 11: REVIEWS

## Indicators

75. ᑭᓂ ᐱᔨᑦᑐᕋᕈᕆᐅᖃ ᐁᙳᐅᐍᒃᑐᕉᑦ ᑲᓴ ᐱᑏᑎᒃᑐᕉᑦ ᐅᑕᐢᑦᑦᑦᑦᑦᑦ Mōso Sîpîwililiwak Peyakôtesiwî Milo Pimâtisiwî Atoskewin shall track the indicators set out by regulation, at a minimum, in order to assist in the analysis of:
- a. Trends relating to the well-being of Moose Cree First Nation citizens, which may include the well-being of people affiliated with Moose Cree First Nation as set out in s. 5 (General Application);
  - b. Trends relating to factors driving the need for services under this law;  
and

- c. Trends relating to outcomes of services under this law.

## First Nation Review

76. A review of this law shall occur every 3 years or more frequently, which shall include the following elements:
- a. ᑭᓯᐱᓕᓴᓂᓄᓐ ᖅᗪᓵᓚᓂᓄᓐ ᑭᓬ ᐱᓚᓂᓚᓂᓄᓐ ᐸᑕᓐᓇᓂᓄᓐ Môso Sîpîwililiwak Peyakôtesiwî Milo Pimâtisiwî Atoskewin and any Protection Services Provider operating in the review period shall bring forward relevant information to assist in the review;
  - b. Assessment of the indicators identified in s. 75 (Indicators);
  - c. Consultation opportunities with Moose Cree First Nation citizens;
  - d. Discussion with the board of directors of ᑭᓯᐱᓕᓴᓂᓄᓐ ᖅᗪᓵᓚᓂᓄᓐ ᑭᓬ ᐱᓚᓂᓚᓂᓄᓐ ᐸᑕᓐᓇᓂᓄᓐ Môso Sîpîwililiwak Peyakôtesiwî Milo Pimâtisiwî Atoskewin and with any applicable committee of Moose Cree First Nation;
  - e. Discussion with Chief & Council; and
  - f. In all of the above, consideration of the law's implementation, regulations, administration, enforcement, and outcomes with ᐸᓴᓴᓴᓴᓴᓴᓴ awâšišak, ᐸᓴᓴᓴᓴᓴᓴᓴᓴ oškinîkiwak, and families, along with consideration of potential changes at an operational, financial or legislative level.
77. For purposes of the frequency of a review under s. 76 (First Nation Review), an external review under s. 78 (External Review) also counts as a review under s. 76 (First Nation Review).

## External Review

78. An external review of this law shall occur within the 7-9<sup>th</sup> year of this law's implementation and within every decade afterwards, and the external review shall include the following elements:
- a. The elements listed in s. 76 (First Nation Review);

- b. ᐱᓯ ᐱᓴᐅᑦᑕᑦᐸᐅᐅᐅ ᖃᓪᓳᐅᐅᐅ ᐱᓴᐅᐅᐅ ᐸᑕᐅᐅᐅᐅᐅᐅ Mōso Sîpîwililiwak Peyakôtesiwî Milo Pimâtisiwî Atoskewin shall ensure that statistical information is prepared on trends in service levels, population, and costs, which shall be assessed together with the indicators identified in s. 75;
- c. Chief & Council shall retain an external party whose review shall include:
  - i. An assessment of operational compliance with the law by Moose Cree First Nation and bodies under its authority, including ᐱᓯ ᐱᓴᐅᑦᑕᑦᐸᐅᐅ ᖃᓪᓳᐅᐅᐅ ᐱᓴᐅᐅᐅ ᐸᑕᐅᐅᐅᐅᐅᐅ Mōso Sîpîwililiwak Peyakôtesiwî Milo Pimâtisiwî Atoskewin and any Protection Services Provider; and
  - ii. A financial assessment of the years since the last review, in light of operational achievements;
- d. As part of the external review or alongside it, Chief & Council and the ᐱᓯ ᐱᓴᐅᑦᑕᑦᐸᐅᐅ ᖃᓪᓳᐅᐅᐅ ᐱᓴᐅᐅᐅ ᐸᑕᐅᐅᐅᐅᐅᐅ Mōso Sîpîwililiwak Peyakôtesiwî Milo Pimâtisiwî Atoskewin shall ensure that advice is prepared regarding the estimated financial needs to implement the law and exercise related jurisdictional capacity over a future period as determined by Chief & Council; and
- e. ᐱᓯ ᐱᓴᐅᑦᑕᑦᐸᐅᐅ ᖃᓪᓳᐅᐅᐅ ᐱᓴᐅᐅᐅ ᐸᑕᐅᐅᐅᐅᐅᐅ Mōso Sîpîwililiwak Peyakôtesiwî Milo Pimâtisiwî Atoskewin, a Protection Services Provider and any other body implementing this law including by agreement shall fully comply with the requests of an external party conducting a review under this section, in order to provide access and information for purposes of the review.





83. Without limiting the generality of s. 82, the regulation-making power of Chief & Council includes the power to make regulations on:

- a. Privacy and access to information related to this law, related to services provided under this law, or related to other child and family services provided to Moose Cree ᐃᐱᐱᐸᐸᐸᐸ<sup>b</sup> awâšišak or ᐃᐱᐸᐸᐸᐸ<sup>b</sup> oškinîkiwak;
- b. Management and governance of information received or generated under this law or related to its implementation;
- c. Further interpretation of the relationship of laws set out in Part 1;
- d. Further interpretation of the application of this law set out in Part 2 and related processes;
- e. Further interpretation of our truths set out in Part 3 and their implementation;
- f. Further interpretation of the rights set out in Part 4 and their implementation;
- g. Further details on the roles and accountability of ᐃᐱᐸᐸᐸᐸᐸᐸᐸᐸᐸᐸ<sup>b</sup> ᐃᐱᐸᐸᐸᐸᐸᐸᐸᐸᐸᐸ ᐃᐱᐸᐸᐸᐸᐸᐸᐸᐸᐸᐸ Môso Sîpîwililiwak Peyakôtesiwî Milo Pimâtisiwî Atoskewin set out in Part 5, including requirements for a complaints policy, and related processes;
- h. Further details on the roles, funding and accountability of a Protection Services Provider set out in Part 6, including licensing conditions, requirements for a complaints policy, funding terms, and related processes;
- i. Further details on the roles, funding and accountability of the Service Providers described in Part 7, including required terms for agreements with such Service Providers;
- j. Further details on services under Part 8;
- k. Further details on decision-making under Part 9;
- l. Further details on enforcement under Part 10;

- [illegible]

## Courts

88. Except as set out in regulations for transitional purposes, or as set out in sections 47-52 (Services in Other Areas, and When Another Agency etc. Is Involved):
- a. Provincial courts including the Ontario Court of Justice no longer have jurisdiction in child and family services matters when this law applies; and
  - b. It is the intention of Moose Cree First Nation that the superior courts and the Federal Court of Canada do not have jurisdiction in relation to this law or in child and family services matters when this law applies, in favour of decision-making under this law including the jurisdiction of the ᐆᐃᐃᐃᐃᐃᐃ Kâ Kišewâtisîcik, and if such jurisdiction of a court is found to nevertheless exist, it is the intention of Moose Cree First Nation that such courts show deference to decision-making under this law including the ᐆᐃᐃᐃᐃᐃᐃ Kâ

89. No action may be instituted against an employee, officer, contractor, volunteer, member of Chief & Council, or director, of the ᑭᓱ ᐃᔨᓴᕈᕋᓂᓄᑦ ᖅᗪᕆᕐᓴᓂᓄᑦ ᐃᔨᓴᕈᕋᓂᓄᑦ ᐊᒻᓪᓴᕐᓴᓂᓄᑦ Mōso Sîpîwililiwak Peyakôtesiwî Milo Pimâtisiwî Atoskewin, of a Protection Services Provider, or of Moose Cree First Nation, or against an extended family member, for any act done in good faith in the execution or intended execution of the person's duty or power under this law or for an alleged neglect or default in good faith in the execution of that duty or power.

## Limitation on liability of Moose Cree First Nation

91. No action or other proceeding may be instituted against Moose Cree First Nation, or against a Moose Cree corporation, trust, or other Moose Cree body (other than ᐱᓯᑦᑭᕈᑦᑐᒃᑲᑦ ᖅᗪᕆᔨᑦ ᐸᓇ ᐱᓴᑎᓄᑦ ᐱᑕᓂᓄᑦ Mōso Sîp̄wīliliwak Peyakôteisiwi Milo Pimâtisiwi Atoskewin or a Protection Services Provider), for any act or omission of ᐱᓯᑦᑭᕈᑦᑐᒃᑲᑦ ᖅᗪᕆᔨᑦ ᐸᓇ ᐱᓴᑎᓄᑦ ᐱᑕᓂᓄᑦ Mōso Sîp̄wīliliwak Peyakôteisiwi Milo Pimâtisiwi Atoskewin or of a Protection Services Provider, including:

- a. Any act done in the execution or intended execution of a duty or power under this law that is held by ᑭᓯ ᐱᔪᕙᕋᕆᕐᖅ ᐃᓴᑦᑲᐸᐸᐸᐸ ᐳᓄᑦᑐᒃᑲ ᐸᓴᑎᐸᐸᐸᐸ ᐸᑕᓂᕈᕐᖅ ᑮōso Sîpîwililiwak Peyakôtesiwî Milo Pimâtisiwî Atoskewin or by a Protection Services Provider; or
- b. Any alleged neglect or default in the execution of a duty or power under this law that is held by ᑭᓯ ᐱᔪᕙᕋᕆᕐᖅ ᐃᓴᑦᑲᐸᐸᐸᐸ ᐳᓄᑦᑐᒃᑲ ᐸᓴᑎᐸᐸᐸᐸ ᐸᑕᓂᕈᕐᖅ ᑮōso Sîpîwililiwak Peyakôtesiwî Milo Pimâtisiwî Atoskewin or by a Protection Services Provider.

94. Whether or not provincial legislation is incorporated into a regulation under this law:
- a. The 1965 Agreement does not apply to this law or to services under this law, unless specified otherwise in a Coordination Agreement referred to in s. 93 (Coordination Agreement etc.) or in another agreement with the written approval of Chief & Council.
  - b. The 1965 Agreement continues to apply to services provided by a child and family services agency, society, authority or other Service Provider as referred to in sections 47-52 (Services in Other Areas, and When Another Agency etc. Is Involved), except to the extent the



- b. Any such copying or use is disavowed by Moose Cree First Nation, and Moose Cree First Nation holds no responsibility for any related risks or consequences.

## Hague Convention

99. With respect to the *Hague Convention*:
- This law and the ᐅᓂᑦᐸᓄᓇᓂᓪᓴᓂᓪᓴᓂ Kâ Kišewâtisîcik Walašowewin (Moose Cree First Nation) are laws within the meaning the *Hague Convention*, in particular further to articles 1 and 3 of the *Hague Convention*;
  - Decisions under this law made by extended families or by the ᐅᓂᑦᐸᓄᓇᓂᓪᓴᓂ Kâ Kišewâtisîcik may create rights of custody and rights of access within the meaning of the *Hague Convention*, without the need to use those exact terms, and such rights are enforceable under the *Hague Convention*.

## Inherent Jurisdiction

100. This law is made under the inherent jurisdiction of the ᐃᓴᕈᖅ  
Môso Sîpîwiliwak as governed by Moose Cree First Nation, and for greater certainty this law is not dependent on the *Act respecting First Nations, Inuit and Métis children, youth and families* (Canada), and survives any amendment, repeal or replacement of that Act.

## Coming into force

101. The provisions of this law come into force on a day or days to be determined by the Chief & Council.

## PART 13: DEFINITIONS & INTERPRETATION

## Definitions

102. In this law, the following definitions apply:
- a. “adult” means a person at or above the age of majority;

- b. “ᐱᐱᐱᐱ awâšiš” (child) means a person under the age of majority;
- c. “Chief & Council” means the Chief and Councillors of Moose Cree First Nation, acting as a Council duly elected and convened according to the applicable laws of Moose Cree First Nation, and any power of Chief & Council under this law may be exercised by a majority of a quorum of Chief & Council, which for greater certainty may or may not include the Chief;
- d. “citizen” means a member or citizen of Moose Cree First Nation as defined by the *Moose Cree First Nation Band Membership Code* as amended or replaced from time to time, including any replacement or amendment or supplementary rules that may be provided by a Moose Cree First Nation law governing Moose Cree First Nation citizenship;
- e. “extended family” means the people who function as family for a given ᐱᐱᐱᐱ awâšiš or ᐅᐅᐅᐅ oškinîkiw, recognizing that this is not limited to biological family and that each family is unique; and
  - i. At a minimum extended family includes parents, grandparents and great-grandparents, if they are living and available;
  - ii. Depending on the situation, extended family may also include people such as siblings, aunts, uncles, great-aunts, great-uncles, and others;
  - iii. Extended family includes an affected ᐱᐱᐱᐱ awâšiš or ᐅᐅᐅᐅ oškinîkiw, whose role and participation shall be in accordance with their age, capacity, and personal choice; and
  - iv. Extended family may include people who are not Moose Cree First Nation citizens or who are unaffiliated with Moose Cree First Nation.
- f. “faith-based practices” includes any traditional, spiritual or religious ceremony or practice;
- g. “Hague Convention” means the *Hague Convention on the Civil Aspects of International Child Abductions*, 1980.
- h. “home” is inclusive of both indoor and outdoor areas;



- i. “ᑲ ᑭᑭᑭᑭᑭᑭᑭ Kâ Kišewâtisîcik” refers to the body established under the ᑲ ᑭᑭᑭᑭᑭᑭᑭ ᑭᑭᑭᑭᑭᑭᑭ Kâ Kišewâtisîcik Walašowewin (Moose Cree First Nation);
- j. “ᑭᑭᑭᑭᑭᑭᑭᑭᑭ kispewâwasowin concern” means a reasonable opinion, based on the best available evidence about the situation which may include personal observation and hearsay, that the safety of an ᑭᑭᑭᑭᑭᑭ awâšiš or ᑭᑭᑭᑭᑭᑭ oškinîkiw is being harmed or is at a non-minor risk, and this term may be further defined by regulations;
- k. “legislation” includes regulations and other subsidiary legal instruments, and may refer to the legislation of any jurisdiction;
- l. “ᑭᑭᑭᑭᑭᑭᑭᑭᑭ oškinîkiwak” (plural; youth/young people) and “ᑭᑭᑭᑭᑭᑭᑭᑭᑭ oškinîkiw” (singular; youth/young person) is a flexible concept defined by reference to the Stages of Life in ᑭᑭᑭᑭᑭᑭᑭᑭᑭ Mōso Sîpîwililiwak culture, and, for greater certainty, in this law, the age range for these terms overlaps with the term “ᑭᑭᑭᑭᑭᑭᑭ awâšiš” (child) and the term “adult”;
- m. “Protection Services Provider” means an organization licensed under s. 25 (Licence);
- n. “Service Provider” means:
  - i. An individual or organization contracted under Part 7 (Other Service Providers) to provide services under Part 8 (Services);  
or
  - ii. A service provider within the meaning of *An Act respecting First Nations, Inuit and Métis children, youth and families* (Canada), including a child and family services agency, society, authority or other service provider responsible for providing a child and family service under a jurisdiction other than the jurisdiction of Moose Cree First Nation;  
  
but the defined term “Service Provider”, capitalized, does not include ᑭᑭᑭᑭᑭᑭᑭᑭᑭᑭ ᑭᑭᑭᑭᑭᑭᑭᑭᑭᑭ ᑭᑭᑭᑭᑭᑭᑭᑭᑭᑭ Mōso Sîpîwililiwak Peyakôtesiwi Milo Pimâtisiwi Atoskewin or a Protection Services Provider;

- o. “youth services” means services to support ᐅᑦᓂᕈᔪᖃ oškinîkiwak to help them reach a stable, healthy path in their life consistent with ᐱᒫᓄᕋᔭ milo pimâtisîwin, which may especially be needed if they were involved with protection services as ᖁᖏ awâšišk, but is not limited to ᐅᑥᓂᕈᔪᖃ oškinîkiwak in those circumstances;
- p. “1965 Agreement” means the *Memorandum of Agreement Respecting Welfare Programs for Indians* concluded by the government of Canada and government of Ontario that took effect in or about 1965, as may be amended or replaced.

## Interpretation

103. For purposes of interpretation, in this law:

- a. A reference to a “section” or “s.” means a reference to a section of this law, unless specified otherwise;
- b. A reference to a “regulation” or “regulations” means a reference to a regulation made under this law, unless specified otherwise;
- c. A reference to legislation is inclusive of subsequent versions of that legislation as amended or replaced from time to time;
- d. “including” means including but not limited to;
- e. “day” means any calendar day, and does not exclude weekends or holidays;
- f. “shall” and “must” are to be construed as imperative;
- g. “may” is to be construed as permissive;
- h. Headings are for convenience only and shall not be used for interpretation except for context;
- i. The terms “grandparent” and “great-grandparent” shall be interpreted in accordance with their relational meaning in ᐃᓴᓄᓇᓂᓴᓂᓴᓂᓴᓂᓴᓂᓴ Mōso Sîpîwililiwak culture;
- j. Our truths set out in Part 3 may be used as an aid in interpretation; and

- k. Our truths set out in Part 3 shall be given greater weight than the principles set out in s. 9 of the *Act respecting First Nations, Inuit and Métis children, youth and families* (Canada), and our truths in Part 3 shall prevail to the extent of any conflict or inconsistency.
104. The concept of the “ᐱᓄᓂᓐ ᐱᓄᓂᓐ ᐱᓄᓂᓐ ᐱᓄᓂᓐ ᐱᓄᓂᓐ” *mâwac kištelihtâkosiwin* of an ᐱᓄᓂᓐ ᐱᓄᓂᓐ *awâšiš* or ᐱᓄᓂᓐ ᐱᓄᓂᓐ *oškinîkiw* under this law:
- a. Requires independent interpretation within the entire scheme and context of this law; and
  - b. Does not necessarily have the same meaning or necessarily yield the same results as the phrase “best interests” would have when interpreted under a provincial, territorial, federal or other law.
105. Sections 9-12 and s. 15 (k) may be applied to an Indigenous nation other than a First Nation if the Indigenous nation is recognized by Moose Cree First Nation, and in such circumstances the term “First Nation” is to be read to include the other Indigenous nation.
106. Moose Cree translations, plain language summaries, oral or visual summaries, and other guides or materials may be created about this law and its regulations, and are intended for purposes such as cultural value, convenience, learning, awareness, and ease of use.
107. In relation to materials referred to in s. 106:
- a. No guarantees are given as to comprehensiveness or accuracy;
  - b. Reliance on such materials is not a defence to a lack of compliance with this law and its regulations; and
  - c. This law and its regulations are considered authoritative.
108. The following Moose Cree terms used in this law have the following approximate translations:







# BAND COUNCIL RESOLUTION

File Reference No.

2024-25-1929

The Council of the

**MOOSE CREE FIRST NATION**

Date

**NOVEMBER 18, 2024**

Quorum

**SEVEN**

## Passage of Our Laws for Family Well-Being

**WHEREAS** Moose Cree First Nation has inherent jurisdiction in relation to child and family services and well-being;

**AND WHEREAS** on August 9<sup>th</sup>, 2024, the Council of Moose Cree First Nation reviewed and approved our draft laws *Môso Sîpîwîlîiwak Peyakôtesîwi Walašowewin* and *Kâ Kišewâtisîcik Walašowewin*, and sent them forward for ratification by Moose Cree citizens, confirming that if ratified they are considered to be adopted as laws of Moose Cree First Nation;

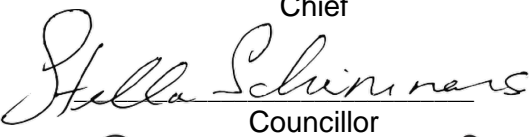
**AND WHEREAS** a ratification vote was held with voting dates beginning on October 22, 2024 and having concluded on November 13, 2024, and the Electoral Officer has confirmed that the decision of our people was to ratify these laws;

**THEREFORE BE IT RESOLVED THAT** the Council of Moose Cree First Nation:

- Confirms that *Môso Sîpîwîlîiwak Peyakôtesîwi Walašowewin* and *Kâ Kišewâtisîcik Walašowewin* have been adopted as laws of Moose Cree First Nation, as of November 13, 2024; and
- Confirms that these laws are not yet in force. As set out in each law, the Council of Moose Cree First Nation has the power to bring these laws into force.

  
Chief

  
Councillor

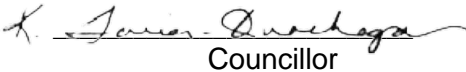
  
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