

**PROTOCOL AGREEMENT**

**BETWEEN**

**HAIDA CHILD AND FAMILY SERVICES SOCIETY**

**AND**

**SCHOOL DISTRICT 50 (HAIDA GWAI)**

**1. PURPOSE:**

The purpose of this agreement is to clarify the working relationship between School District 50 (Haida Gwaii) and Haida Child and Family Services Society (HCFSS). The intent of this protocol is to:

- Establish communication guidelines between HCFSS and School District 50 (Haida Gwaii) personnel on Haida Gwaii.
- Enhance collaborative work practices
- Serve as an adjunct to the *BC Handbook for Action on Child Abuse and Neglect* (MCFD 1998)

**2. BACKGROUND:**

Haida Child and Family Services Society has been created by the two member bands of the Haida Nation (Old Massett and Skidegate) to provide child and family services to its' members. HCFSS works collaboratively with the member bands to deal with child welfare issues that may arise on reserve. The long-term plan is to provide a full range of child welfare services, including delegated child protection to all of Haida Gwaii.

**3. LEGISLATION GUIDING THIS PROTOCOL:**

**Federal Statutes**

- *Youth Criminal Justice Act*
- *Indian Act*

**Provincial Statutes**

- *Child Family and Community Services Act (CF&CS Act)*
- *Freedom of Information and Protection of Privacy Act*
- *Infants Act*
- *School Act*

#### **4. ROLE OF HAIDA CHILD AND FAMILY SERVICES**

HCFSS social workers will have C3 Delegation that includes the following services as defined by the Child, Family and Community Services Act.

- Voluntary support services for Families (counselling, parenting groups, grief and loss groups, high risk youth groups, respite care, etc.)
- Voluntary Care Agreements (bringing children and youth into care through a voluntary agreement with their family)
- Special Needs Agreement (bringing children and youth who have special needs into care through a voluntary agreement with their family)
- Mediation Services
- Residential Resource Development (foster homes and group homes)

#### **5. ROLE OF SCHOOL DISTRICT 50 (HAIDA GWAII) PERSONNEL:**

- School District 50 (Haida Gwaii) personnel may refer Haida children and their families to HCFSS for the above mentioned support services.
- The School District 50 (Haida Gwaii) will work collaboratively with HCFSS in planning and providing programs that are in the best interests of Haida children.
- The School District 50 (Haida Gwaii) is to share information regarding Haida children to a delegated social worker if requested. (See information sharing)

#### **6. REPORTS OF SUSPECTED CHILD ABUSE AND NEGLECT:**

If School District 50 (Haida Gwaii) staff have reason to believe that a child has been or is likely to be physically harmed, sexually abused, or needs protection, they are to report their concerns to the **Queen Charlotte Ministry of Children and Family Development office.**

**Phone: (250) 559-4403, or After-hours 310-1234.**

**Note: At this time, Haida Child and Family Services Society does not have the authority to receive, assess or investigate child protection reports.**

#### **7. INFORMATION SHARING:**

The parties may disclose information to one another consistent with the legislation that guides their mandated authority.

Information between the schools and HCFSS may be shared for the delivery of coordinated and integrated services through the following processes:

- One on one contact – the social worker and the school staff may share information on a case by case basis
- Case conferences – the social worker and the school staff may share information through case conferences
- Comprehensive Plans of Care – the social worker may request school staff who are an integral part of a child’s life to attend a comprehensive plan of care meeting
- Written Reports – the social worker and school staff may exchange written reports regarding the child or youth
- Workshops – both agencies may provide workshops to inform the other of available services and programs. This could include HCFSS staff availability to speak with School District 50 (Haida Gwaii) staff on Professional Development days to update services and programs offered by the agency.

**Haida Child and Family Services Social Workers will provide information to the school regarding a child when the child:**

- Is receiving Voluntary or Special Needs Services and is residing in a Family Care Home (foster home)
- Is receiving services and the service provider is required to attend the school, or to transport the child to and from school
- Is participating in an agency service that impacts the child’s attendance in the school day.
- Is experiencing significant events in their lives that may affect their school performance.
- Previous school history
- Relevant information regarding the safety and well being of the child
- All information that impacts the child’s ability to learn and participate in school activities
- All critical medical and health information
- Names of persons who may not have access to the child

**8. DISPUTE RESOLUTION:**

Any complaint regarding non-compliance to this protocol will be resolved as follows:

- 1) Initially, efforts to resolve the matter must be made by the front line social worker and the individual school staff person.
- 2) Involvement of HCFSSS team leader and school principal is required when resolution is not obtained at step 1.
- 3) If resolution is still not achieved, then a formal written complaint will be provided to the HCFSS Executive Director and the School District 50 (Haida Gwaii) Administrator for resolution.

9. **REVIEW OF PROTOCOL:**

It is agreed that both parties will review this protocol annually from the date of signature.

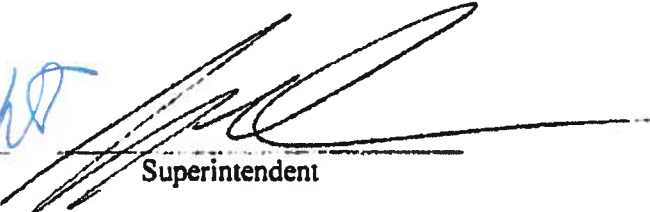
10. **SIGNATORIES:**

SIGNED THIS 4 DAY OF June, 2015  
AT OLD MASSETT

**HAIDA CHILD AND FAMILY  
SERVICES SOCIETY**

**SCHOOL DISTRICT 50 (HAIDA GWAI)**

  
Executive Director

  
Superintendent

Section 14

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been or is likely to be sexually abused or sexually exploited if the child has been, or is likely to be,

- (a) encouraged or helped to engage in prostitution, or
  - (b) coerced or inveigled into engaging in prostitution.
- (2) For the purpose of subsection (1) (e), a child is emotionally harmed if the child demonstrates severe
- (a) anxiety,
  - (b) depression,
  - (c) withdrawal, or
  - (d) self-destructive or aggressive behaviour.

**Duty to report need for protection**

- 14** (1) A person who has reason to believe that a child needs protection under section 13 must promptly report the matter to a director or a person designated by a director.
- (2) Subsection (1) applies even if the information on which the belief is based
- (a) is privileged, except as a result of a solicitor-client relationship, or
  - (b) is confidential and its disclosure is prohibited under another Act.
- (3) A person who contravenes subsection (1) commits an offence.
- (4) A person who knowingly reports to a director, or a person designated by a director, false information that a child needs protection commits an offence.
- (5) No action for damages may be brought against a person for reporting information under this section unless the person knowingly reported false information.
- (6) A person who commits an offence under this section is liable to a fine of up to \$10 000 or to imprisonment for up to 6 months, or to both.
- (7) The limitation period governing the commencement of a proceeding under the *Offence Act* does not apply to a proceeding relating to an offence under this section.

**If a young child breaks the law**

- 15** (1) A police officer may take charge of a child and deliver him or her to a parent if the police officer considers that the child
- (a) is under 12 years of age, and
  - (b) has acted in a manner prohibited by law or has failed or refused to act in a manner required by law.
- (2) If the child has killed, assaulted or endangered another person, the police officer must report the circumstances to a director, and, in any other case, may report the circumstances to a director.

- (3) The agreement may be renewed or, after an interval, another agreement under this section may be made, but, whether one or more agreements are made,
- (a) the total of the terms of all agreements with all directors, and all renewals to all agreements, relating to the same person must not exceed 24 months, and
  - (b) no agreement may extend beyond the person's 24th birthday.

### **PART 3 - CHILD PROTECTION**

*Section # 13*

#### **Division 1 - Responding to Reports**

##### **When protection is needed**

- 13** (1) A child needs protection in the following circumstances:
- (a) if the child has been, or is likely to be, physically harmed by the child's parent;
  - (b) if the child has been, or is likely to be, sexually abused or exploited by the child's parent;
  - (c) if the child has been, or is likely to be, physically harmed, sexually abused or sexually exploited by another person and if the child's parent is unwilling or unable to protect the child;
  - (d) if the child has been, or is likely to be, physically harmed because of neglect by the child's parent;
  - (e) if the child is emotionally harmed by the parent's conduct;
  - (f) if the child is deprived of necessary health care;
  - (g) if the child's development is likely to be seriously impaired by a treatable condition and the child's parent refuses to provide or consent to treatment;
  - (h) if the child's parent is unable or unwilling to care for the child and has not made adequate provision for the child's care;
  - (i) if the child is or has been absent from home in circumstances that endanger the child's safety or well-being;
  - (j) if the child's parent is dead and adequate provision has not been made for the child's care;
  - (k) if the child has been abandoned and adequate provision has not been made for the child's care;
  - (l) if the child is in the care of a director or another person by agreement and the child's parent is unwilling or unable to resume care when the agreement is no longer in force.

- (1.1) For the purpose of subsection (1) (b) and (c) and section 14 (1) (a) but without limiting the meaning of "sexually abused" or "sexually exploited", a child has