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1. Relevant Documents, Studies and Practices – Yukon

1.1 Yukon Department of Justice¹

- Haines Junction Community Justice Committee - Champagne & Aishihik First Nations, Haines Junction, Yukon
 - Committee is made up of representatives from Village of Haines Junction and Champagne & Aishihik First Nations;
 - Project is made up of six circles: Territorial Court (circuit), healing/talking, circle sentencing, mediation, diversion and local Justice of the Peace;
 - Contracted to publish the quarterly Community Justice Links Newsletter;
 - Recently released a Victims Handbook and have implemented Family Group Conferencing as a new circle.
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1.2 2001-2002 Aboriginal Justice Strategy Contribution Agreement

THIS AGREEMENT made the 4th day of June, 2001.

BETWEEN:

GOVERNMENT OF YUKON, as represented by the Minister of Justice (“Yukon”)

AND:

CHAMPAGNE and AISHIHIK FIRST NATIONS (hereinafter referred to as “the Recipient”), as represented by its duly authorized representative

WHEREAS:

Her Majesty the Queen in Right of Canada represented by the Minister of Justice of Canada (“Canada”) will provide financial assistance to the Recipient under the terms of the Aboriginal Justice Strategy Fund (the “Strategy”); and

Yukon has agreed to share costs with Canada as a condition of the Strategy;

NOW THEREFORE the Parties hereto, in consideration of the covenants, understandings and undertakings hereinafter set out, do hereby agree as follows:

CARRYING OUT THE PROJECT

The Recipient agrees to carry out the operation and development of the Haines Junction Community Justice Project (referred herein as the “Project”) in a manner acceptable to Yukon and, without limiting the generality of the foregoing, in accordance with:

the Project Description (attached as Schedule A);

the Goals and Objectives, (attached as Schedule B);

¹ Government of Yukon, Department of Justice, Community Justice, <http://www.justice.gov.yk.ca/prog/cjps/cj/comjuscom.html>

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the Budget and Payment Schedule (attached as Schedule C and hereinafter referred to as the “Budget”); and,
the Work Plan (attached as Schedule D).

The Recipient, in partnership with the probation officer assigned to Haines Junction by Yukon, will provide adult offender probation supervision within the community of Haines Junction. The Recipient and the probation officer will work together in a mutually supportive relationship and the Recipient will support the probation officer by providing assistance in the following areas:

- probation supervision of adult offenders, who have applied to and been accepted by the Project;
- supervision of community work service which has been referred by the probation officer to the Project and accepted by the Project; and
- sharing of information regarding offenders and assistance in locating or contacting offenders.

The Recipient, in partnership with Yukon, agrees to produce four quarterly issues of the Community Justice Links Newsletter by:

- researching and writing articles, soliciting and editing articles from others;
- consulting with the Yukon Community Justice Coordinator as an editorial resource;
- preparing and laying out articles in newsletter format; and,
- distributing newsletters to various agencies/recipients on the subscription list.

TERM

The term of this Agreement shall be from April 1, 2001 to March 31, 2002.

ASSISTANCE

The Yukon agrees to provide the Recipient with an amount not to exceed \$25,070 for the operation of the Project during the term of this Agreement.

The financial assistance provided under 3.1 will be paid in the following manner:

A payment of \$12,500.00 upon execution of this Agreement;

An interim payment on November 30, 2001 not to exceed \$8,810.00 depending on the cash flow requirements of the Recipient, and upon receipt and approval by Yukon of an interim financial statement in accordance with 4.1.5 and upon receipt and approval by Yukon of the first and second quarterly written activity reports in accordance with 8.1.2; and

A final payment not to exceed \$3,760.00 (which sum represents a holdback of 15% of the financial assistance provided under 3.1) upon receipt and approval of an audited final financial statement in accordance with 4.1.6 and upon receipt and approval of the third quarterly written activity report and the final Project report in accordance with 8.1.2.

The Yukon agrees to provide the Recipient with office accommodation for the operation of the Project as set out in the Budget.

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The Yukon agrees to provide Justice of the Peace training and Justice of the Peace Court costs for the operation of the Project as set out in the Budget.

The Yukon's obligation to provide assistance under 3.1, 3.3, and 3.4 is subject to the following:

- money being appropriated by the Legislature for the purpose of this Agreement;
- Canada agreeing to provide financial assistance to the Recipient in the amount set out in the Budget; and
- the Recipient complying with the terms of this Agreement.

FINANCIAL ACCOUNTABILITY

With respect to the assistance provided by Yukon under 3.1, 3.3, and 3.4 and the monies described in 3.5.2 the Recipient agrees:

to make expenditures only for the purpose of carrying out the Project;

to make expenditures only in accordance with the Budget;

to allocate the assistance received in accordance with this Agreement;

to maintain financial books and records, in accordance with generally accepted accounting procedures and methods, as well as other records to which the parties may agree, and to account for the assistance received under this Agreement separately from any other funds of the Recipient;

to deliver to the Yukon an interim financial statement of its expenditures with respect to the Project for the period April 1, 2001 to September 30, 2001 due November 1, 2001, which statement shall be in a form acceptable to Yukon;

to deliver to Yukon an audited final financial statement of its expenditures with respect to the Project for the period April 1, 2001 to March 31, 2002 due May 31, 2002, which statement shall be in a form acceptable to the Yukon; and

to make available, during the term of this Agreement and up to and including one year from the date of termination of this Agreement, to the officers or agents of Yukon or Canada, for the purposes of audit or review, all financial books, records and statements upon reasonable notice and during the normal business hours of the Recipient.

Despite paragraph 4.1.2, reallocations between the budget items set out in the Budget, not exceeding twenty per cent (20%), are permissible. Reallocations that exceed the 20% limit require the prior written approval of Yukon.

Any assistance provided through this Agreement that is

unexpended by the Recipient at the termination of this Agreement;

not properly expended for the purposes of the Agreement, in the opinion of Yukon; or,

in excess of the reduced amount of assistance under 5.2;

shall constitute a debt due to Yukon and shall either be repaid immediately by the Recipient to Yukon or withheld by Yukon from funds otherwise due to the Recipient under this Agreement.

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REDUCTION OF ASSISTANCE

The Recipient shall immediately advise the Yukon in writing if it receives additional payments or any other form of contribution, gift, or grant in respect of the Project from sources other than those set out in the Budget, or if Canada increases or reduces its contribution to the Project.

If it comes to the attention of Yukon that the Recipient received additional payments or any other form of contribution, gift, or grant in respect of the Project from sources other than those set out in the Budget, or that Canada has increased or reduced its contribution to the Project, Yukon may reduce the assistance provided under 3.1, 3.3 and 3.4 by any amount it may decide.

Yukon will give the Recipient 30 days written notice before reducing its assistance.

The reduced amount of assistance under 5.2 shall be the amount of assistance for the purposes of this Agreement.

IMPACT ON SELF-GOVERNMENT NEGOTIATIONS

The parties agree that any assistance provided by Yukon under the terms of the Strategy is without prejudice to the administration of justice program and service transfer negotiations (the “Negotiations”) which may take place pursuant to a Yukon First Nation Self-Government Agreement.

For the purposes of the Negotiations, the Recipient acknowledges that any assistance provided by Yukon under the terms of the Strategy will be determined by Yukon on an annual basis.

Unless the Parties otherwise agree, the provision of assistance by Yukon to the Recipient hereunder is not intended, in and of itself, to create a program or service for the purposes of the Negotiations.

CONFIDENTIALITY

Subject to paragraph 7.2, all information which the Recipient may obtain from clients or their legal counsel in carrying out the Project shall be treated by the Recipient as having the same confidentiality as solicitor and client communications. Any records maintained by the Recipient in respect of clients shall not be open to inspection except in accordance with the aforementioned principle.

Paragraph 7.1 is not intended to impede the compiling of information for evaluation or statistical purposes, provided that the identity of any particular client is not disclosed.

EVALUATION AND REPORTS

The Recipient agrees

to maintain, in a manner acceptable to the Yukon, case files and other data which may be required for on-going monitoring, review, and evaluation of the Project;

to provide Yukon written activity reports of Project activities due October 30, 2001, and January 30, 2002, and a final Project report due April 30, 2002; which reports, shall be in a form acceptable to Yukon;

to undertake a self-evaluation of the Project in co-operation with, and at the request of, Yukon and Canada

to co-operate with the Yukon Department of Justice, in the event that Yukon undertakes any evaluation studies in respect of this Project, the costs of such studies to be borne by Yukon; and

to provide copies of any existing information, data, and statistics that Yukon reasonably requires to carry out such evaluation studies.

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USE OF RESULTS

The Recipient shall retain copyright in any work produced by it as part of this Project; but the Recipient shall not contract away its copyright interest without the prior written approval of Yukon, and the Recipient hereby authorizes Yukon to produce, reproduce, or publish in any form or by any means the original work or any adaptation thereof in any language for use within the Yukon public service and for non-commercial distribution or dissemination.

PUBLIC ACKNOWLEDGMENT

Any information released or announced to the public by the Recipient concerning the Project shall adequately acknowledge the contribution made by Yukon.

Any information released or announced to the public by Yukon concerning the Project shall adequately acknowledge the contribution made by the Recipient.

TERMINATION

Either party may terminate this Agreement without cause by giving the other party 30 days written notice of its intention to terminate.

If this Agreement is terminated under 11.1:

the Recipient shall, within 90 days of the date of termination, provide the Yukon with an audited financial statement pertaining to the Project for the applicable period of time up to and including the date of termination; and

clause 4.3 of this Agreement shall apply to any assistance that is unexpended at the termination of this Agreement.

Yukon shall withhold any assistance not advanced to the Recipient as at the date of termination.

DISPUTE RESOLUTION

In the event of a dispute between the parties arising out of this Agreement, the parties agree to attempt resolution through negotiation or other appropriate dispute resolution procedures.

DISCLAIMER

Nothing in this Agreement is intended to make the Recipient an agent of Yukon for any purpose whatsoever and the Recipient and its employees shall not be considered to be employees of Yukon.

The Recipient agrees not to hold itself or allow any person associated with the Project to hold himself or herself out as representing Yukon for any purpose whatsoever.

INDEMNIFICATION

The Recipient shall use due care in carrying out the Project and in performing this Agreement to ensure that no person is injured, no property is damaged or lost, and no rights infringed.

The Recipient agrees that Yukon shall not be liable for any injury to the Recipient, or for any damage to or loss of property of the Recipient caused by, arising from, or in any way related to the Project or to the performance of this Agreement.

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The Recipient shall be solely responsible for

any injury (including death) to persons (including any officers, employees or agents of the Recipient), damage or loss to property or infringement of rights caused by, arising from, or related to the Project, the performance of this Agreement, or the breach of any term or condition of this Agreement by the Recipient or the officers, employees or agents of the Recipient; and

any omission or wrongful or negligent act of the Recipient, or of the officers, employees, or agents of the Recipient;

and the Recipient shall save harmless and indemnify Yukon, its officers, employees, and agents from and against all claims, liabilities and demands with respect to paragraphs 14.3.1 and 14.3.2 with such indemnity surviving the expiry or termination of this Agreement.

Paragraphs 14.2 and 14.3 do not apply to the extent that the injury, damage, or loss was caused by the wrongful or negligent act of an officer or employee of Yukon while acting in the scope of his or her employment.

ASSIGNMENT

This Agreement may not be assigned by the Recipient without the prior written consent of Yukon.

SCHEDULES

The following schedules are incorporated into and form part of this Agreement:

- Schedule A: Project Description
- Schedule B: Goals and Objectives
- Schedule C: Budget and Payment Schedule
- Schedule D: Work Plan

PROJECT NEGOTIATIONS

The parties shall conduct negotiations associated with the Project in a mutually respectful manner.

While the parties share a desire to keep the public informed, details of positions and documents exchanged or developed by the parties during negotiations associated with the Project will be confidential unless otherwise agreed to by the parties or unless public disclosure is required by any legislation relating to access to information or privacy.

The parties may issue joint statements to, or jointly attend meetings with, the media, individuals, groups, or organizations on the progress of any negotiations associated with the Project.

The parties shall consult with each other prior to any release to the media or the public of any information relating to Project negotiations.

No public consultation or public information process shall be used by any party as a means of encouraging support or developing public pressure for a particular negotiating position.

NOTICE

Any written communication, report or notice required pursuant to this Agreement may be given by delivering the same by prepaid post:

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If to the Yukon to:

Community Justice Coordinator
J-10/Department of Justice
Government of Yukon
P.O. Box 2703
Whitehorse, Yukon
Y1A 2C6

If to the Recipient to:

Haines Junction Community Justice Committee
c/o Champagne and Aishihik First Nation
Box 5309
Haines Junction, Yukon
Y0B 1L0

IN WITNESS WHEREOF the parties by their duly authorized representatives have executed this Agreement hereunder this _____ day of June, 2001.

**Government of Yukon
First Nations**

Champagne and Aishihik

per:

per:

Witness

Witness

SCHEDULE A
PROJECT DESCRIPTION

HAINES JUNCTION COMMUNITY JUSTICE

MANDATE:

Champagne and Aishihik First Nations and the Municipality of Haines Junction have agreed to cooperate in establishing a community-based justice process that is designed to meet their collective needs.

MOTTO:

Building unity in community.

PURPOSE OF Haines Junction Community Justice Committee:

The Haines Junction Community Justice Committee (HJCJC) will:

PROMOTE community healing; FACILITATE justice at a community level; DEVELOP positive relationships within the community; EDUCATE the community about justice alternatives that exist; DEMONSTRATE accountability to the community regarding justice matters; and ESTABLISH a proactive approach to healing with long-term community wellness.

ORGANIZATION AND GOVERNANCE:

Organizational Chart:

Justice Committee

Champagne and Aishihik First Nations (CAFN) Chief and Council appoint three people to the Justice Committee for an unlimited time.

Village of Haines Junction Mayor and Council appoint three people to the Justice Committee for a two-year term.

Youth representatives are asked to sit on the Justice Committee at the discretion of the Justice Committee members. We currently have 3 youth reps.

The Justice Committee is responsible for hiring the Justice Coordinator.

The Justice Coordinator is responsible to the Justice Committee for the daily operation of the Justice Committee.

Accountability:

Community members sit on the Justice Committee and community members at large participate in community forums presented in the community.

Quarterly reports are sent to the funding agencies as well as the Mayor of the Village of Haines Junction and the Chief and Council of CAFN.

An annual report is delivered (both written and orally) to the membership of CAFN at the Annual General Assembly.

Further inquiries from CAFN are directed to the Justice Coordinator through the Secretariat for Justice at CAFN.

Advisors:

R.C.M. Police member is asked to participate on the Justice Committee in an advisory capacity.

Other community members and service providers act in an advisory capacity on an as-needed basis.

Society or Corporation:

The Justice Committee is not at society or a corporation.

HJCJC functions as a Justice Committee under the direction of CAFN.

CAFN Board members are appointed at the discretion of the CAFN Chief and Council; VHJ Justice

Committee members are appointed for a two year term which may be renewed at the discretion of either party.

Appeal Process:

Anyone may appeal HJCJC processes.

Appellant makes request to Justice Coordinator who then refers appeal matter to Justice Committee for discussion at regularly scheduled meeting or sooner if necessary.

Appellant may attend at meeting if he/she requests it or a separate meeting will be arranged at a mutually convenient time for the Justice Committee and Appellant.

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Other participants may be invited to participate if it is beneficial to the hearing.

Code of Conduct:

There is a code of conduct for HJCJC members; as well HJCJC members swear an oath of confidentiality when appointed to the Justice Committee.

BACKGROUND:

History:

In 1994, Champagne and Aishihik First Nations and the municipality of Haines Junction agreed to cooperate in establishing a community based justice process designed to meet their collective needs. As the community has grown to develop a greater understanding of Restorative Justice issues the program grown to meet the communities needs. Today, Haines Junction Community Justice offers a variety of programs to assist victims, offenders and their support systems.

Services are provided to:

Youth and adults.

Persons living in the Haines Junction area and all CAFN members regardless of place of residence.

Other persons of First Nation ancestry who are currently residing in Haines Junction area.

We do not discriminate against any applicant (race, religion, ethnic origins, etc.).

Acceptances of cases are determined by the resources available in the community (human resources as well as physical resources) or resources, which we can access from other communities that will serve the needs of both client and victim.

Partners, Linkages:

CAFN Social Programs

YTG Health and Social Services – Haines Junction branch

RCMP, Haines Junction Detachment

Victim Services - Whitehorse

Yukon Family Services

Aishihik Lake Wilderness Treatment Centre

Haines Junction Interagency Committee

St. Elias Community School

Haines Junction Health Centre

Crime Prevention Yukon

Yukon College, Haines Junction Campus

Probation Services – Whitehorse

Protocols:

We currently do not have any formal protocols with other government and non-governmental departments or services.

Referral from other agencies is in a non-formal, verbal agreement.

Structure:

HJCJC is a Community Justice Committee.

The Justice Coordinator provides delivery of service.

There is a linkage to future self-governance through the Secretariat of Justice for CAFN. The future vision is to have HJCJC work in conjunction with any CAFN justice programs as determined under the umbrella final agreement between CAFN and Canada.

STAFF:

Formal Positions:

HJCJC employs one ¾ time Justice Coordinator. When there is a vacancy of the paid Justice Coordinator position it is advertised both locally and in the Yukon newspapers. The persons seeking employment for this position then submits their resumes and a hiring committee is struck to determine the successful candidate.

Appointed Positions:

Appointed positions are outlined above under Organization and Governance.

Honorariums:

Appointed Justice Committee members and youth representatives are paid an honorarium for attendance at regularly scheduled monthly meetings.

Justice Committee members and youth representatives do not receive honorariums for attendance at any restorative justice program services (i.e. Circles, Diversions)

Personnel Policies:

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Personnel policies are the same as those outlined under the personnel policy directives of CAFN. (*Very large book, not attached to this paper*)

Criminal record checks are completed on all staff and Justice Committee members.

PROGRAM ADMINISTRATION:

Privacy Considerations:

Justice Committee members swear an Oath of Confidentiality to ensure privacy of clients.

All client records are kept in a locked file cabinet in a locked office of which only the Justice Coordinator has the keys.

Release Forms:

Standard release forms are used for clients with appropriate adjustments made to meet the requirements of HJCJC.

FINANCIAL ADMINISTRATION:

Signing Authority:

Signing authority and legal entity for concluding funding agreement is Chief Bob Charlie, Chief of Champagne and Aishihik First Nation.

Contact Person for Financial Matters:

The contact person for financial matters is Phyllis Smith, Financial Manager for CAFN. Telephone number – (867) 634-2288, fax number – (867) 634-3841.

Inquiries into daily financial transactions should be directed to Coordinator (867) 634-7020

PROGRAMS:

Diversion:

Diversion is an option that may be offered to individuals (youth or adult) if an offence is committed. A person being diverted must accept responsibility for their actions and make amends. Diversion is seen as a second chance – people make mistakes – the individuals involved are considered unlikely to be repeat offenders.

There are two types of Diversion.

Pre-charge does not involve the Crown. Usually the RCMP or offender contacts the Justice office and indicates that a crime has been committed and Diversion is recommended for the offender.

Post-charge diversion means Crown and offender agree to have the case heard by a Restorative Justice Committee. The Committee then sends its recommendations for sentencing back to the court. These recommendations normally, more accurately, reflect the needs of the victim and offender. Upon successful completion of the Diversion Agreement, the Crown Prosecutor will drop the case and the offender will not have a criminal record.

In both cases if the conditions of the diversion agreement are not met, the Diversions Committee can turn the case back to the Crown and charges may be laid.

The people involved in the diversion process are RCMP, Diversion committee, victim, offender, parent(s)/guardian(s) (where a youth is involved, interested community members).

Healing Circle:

A Healing/Talking Circle is a pro-active preventative approach to problems or situations in our community that have the potential to develop into a crime. The Healing Circle enables the Community to make a difference by showing people care and support while they work through their difficulties. The people involved in Healing Circles are concerned community members.

Circle Sentencing/Circle Court:

A holistic approach to Circuit Court also referred to as a Peacemaking Circle. Sentencing occurs in Circle court, however, the offender and the victim (not the lawyer) share their experience with the court in a way that encourages open communication and respect for all people involved. The Circle takes into account factors that lead to a criminal offence and aims at solving the core problems not symptoms. The community shares their knowledge and contributes to the conditions of the sentence and the healing of the individuals involved.

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The people involved in the Circle Court process are the Judge, RCMP, defense lawyer, Crown Prosecutor, Native Courtworker, Justice Coordinator, defendant and the victim.

Advice to Sentencing:

Where community members provide pertinent information to the Judge on the effects a crime has on the community or victim(s) and advises the Judge on how the community feels the court system should treat the offender.

Mediation:

Mediation is a cooperative approach to settling disagreements. Through mediation the complainant and the defendant agree to meet with a neutral third part that can help them discuss ways of settling their differences. To effectively mediate a case both sides in a disagreement must be able to trust and respect the mediator. The process encourages the use of local people who have completed mediation training. Mediators do not have legal authority to decide what the settle conditions will be or to force people to participate in any conference. The role of the Mediator is to help people find their own solutions, not make decisions for them. Mediation allows people to deal with their actual interests in a way that fits their needs and culture, and encourages recognition and healing within the community.

The people involved in the mediation process are mediator, complainant and the defendant.

Conferences:

Conferences are a safe, controlled setting in which an offender, victim and their respective families and supporters are brought together with a trained facilitator to discuss the offence and its' effects and to jointly decide how to right the wrong that has been done. Conferencing begins with the belief that:
People are capable of solving their own problems and want to do the right thing
Groups can make better decisions than just one individual
People are more committed to ideas and agreements when they've had a hand in creating them
Justice is best defined by those directly affected by an incident
Conferences can be effective in places such as school, work or community.

Justice of the Peace Court:

Justices of the Peace are judicial officers who can handle a variety of procedures and cases under federal, territorial or municipal legislation. This court is similar to the Circuit Court because the JP has the powers to administer ruling on cases and sign the necessary court documents on behalf of the community.

The people involved in JP Court are trained JP's who live and work in our own community.

Other Related Duties:

HJCJ project also assists in the administration of probation orders, bail supervision, community work service, conditional sentence monitoring, victim support referrals and general support to offenders, victims, witnesses and members of the court party.
LINKS newsletter (public information and education on community justice issues throughout Yukon).
Administrative supports for Yukon Community Justice Coordinator meetings held bi-annually.
Fine Options Program (an alternative to paying fines for unemployed persons).
Victim supports and referrals.
Crime Stoppers information.

Office Hours:

Tuesday, Wednesday, Thursday 8:30 A.M. - 4:30 P.M.
Friday 8:30 A.M. - Noon

Mailing address:

Haines Junction Community Justice
P.O. Box 5336
Haines Junction
Yukon, Y0B 1L0

Research Framework for a Review of Community Justice in Yukon
Community Justice – Haines Junction Community Justice Committee

(867) 634-7020 (phone & fax)

Email: hjustice@yknet.yk.ca

Web page: <http://www.comjustice.yk.net>

SCHEDULE B
GOALS, OBJECTIVES and PROJECT EVALUATION PLAN

HAINES JUNCTION COMMUNITY JUSTICE
GOALS AND OBJECTIVES
APRIL 1, 2001 - MARCH 31, 2002

Goal 1: To increase the active participation level of trained Family Group Conference facilitators by:

Objectives:

Establishing regularly scheduled practices for FGC facilitators throughout the year.
Providing ongoing resources and supports to FGC facilitators

Criteria for Outcome: An increase in the number of trained facilitators actually facilitating Conferences. The development of monthly planning/working sessions for trained FGC facilitators. An increase in and availability of resources for FGC facilitators.

Reporting/Recording: The number of monthly meetings for FGC facilitators.
Number of Family Group Conferences held in Haines Junction using local trained facilitators.

Goal 2: To develop a structure for youth to access alternative methods of resolving disputes within the school system by:

Objectives:

Providing monthly education seminars for the students at St. Elias School through the CAPP program
Determining the logistics of developing a youth council within the school which will act as a referral and resource
Developing a youth council which will act as a referral and resource for students within the school, if this is the desired outcome of previous objective

Criteria for Outcome: The creation of a youth council or other similar structure as determined by the youth within the school.

Reporting/Recording: The minutes/records of such planning and implementation meetings.

Goal 3: To improve Community Justice Services to victims of crime by:

Objectives:

Providing support services and referral to victims of crime upon his/her request.
Developing appropriate dispositions (including restitution, compensations and support) to assist in repairing the harm done to victims.
Developing meaningful and more effective dispositions through the input of Elders, family and other significant community members who have a keener knowledge of both victim and offender.
Providing a safe and constructive environment where victims or suitable proxy may begin to reestablish healthy relationships with offenders, observing the emotional, physical, spiritual and cultural needs of the victim.
Creating awareness of the dynamics of victims through available training for Justice Coordinator, Justice Committee members and the community.

Criteria for Outcome: Content of dispositions and contracts between HJCJ, the offender and the victim. The attendance records at victim information training session.

Reporting/Recording: Content of dispositions and contracts.

Goal 4: To continue to reduce the number of offenders engaged in the Territorial Court system by increasing the number of Pre and Post Diversion Circles and Conferences by:

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Objectives:

Increasing the number of referrals by the RCMP detachment of victims and offenders to the Justice office for Pre-charge Diversions and Conferences
Educating the public on the goals/merits of pre/post-charge diversion and Conferences
Strengthening community awareness through public forums, Conferencing, training opportunities and public education

Criteria for Outcome: An increase of the number of occasion's pre/post Diversions and or Conferencing Circles have occurred in the community.

Reporting/Recording: Data will reflect the number of clients referred to the program and the referring agency. A comparison will be made of the participation and completion rates in the program annually.

Goal 5: To provide supervision and supports to members of the community on probation, conditional sentences or other court related dispositions by:

Objectives:

Monitoring and encouraging compliance of the offender by working in partnership with the Department of Justice, Probation services and others service providers within the formal justice system.
Recruiting and training community members to assume responsibility as support group members for offenders engaged on their healing paths

Criteria for Outcome: The number of contacts with clients to monitor compliance. An increase in number of community members involved as support persons for offenders.

Reporting/Recording: Data will reflect the number and diversity of community members involved in alternatives to the traditional court system.

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SCHEDULE C

BUDGET and PAYMENT SCHEDULE

Haines Junction Community Justice

PART A:

BUDGET

April 1, 2001 to March 31, 2002

REVENUE:

Department of Justice, Yukon	32,265
- Cash	25,070
- In Kind	7,195
Department of Justice, Canada	32,265
TOTAL REVENUES:	\$64,530

EXPENDITURES:

Salaries and Benefits (Coordinator):	38,767
Honoraria (HJCJ Committee Members)	3,500
Justice of the Peace Salary (in kind from YG)	750
Audit Fees	700
Administration Fees (10%, excluding YG <i>in kind</i> and the <i>LINKS</i>)	4,933
Travel (Justice Coordinator or delegate)	1907
Meetings & Workshops	2000
Internet Services	329
Training, Course Fees (includes contract services)	2,500
Materials & Supplies	800
Advertising and Promotion	500
GST Expense (7% of 3, 6, 7, 8, 9, 10, 13)	499
Telephone	900
Rent (office in kind from YG)	2,100
Hall Rental for Justice of the Peace Court (in kind from YG)	500
Justice of the Peace Training (in kind from YG)	3,845
TOTAL EXPENSES:	\$64,530

The contribution of the Yukon will be limited to the lesser of \$32,265 of the expenditures incurred, less monies received from sources other than those listed above.

SCHEDULE C

BUDGET and PAYMENT SCHEDULE

Haines Junction Community Justice

PART B: PAYMENT SCHEDULE

First Payment of \$12,500, upon execution of this Contribution Agreement, see 3.2.1 of the Agreement.

Second Payment not to exceed \$8,810 on November 30, 2001, upon receipt and approval of the interim financial statement and first and second written quarterly activity reports, see 3.2.2 of the Agreement.

Third and Final Payment not to exceed \$3,760 upon receipt and approval of an audited financial statement and third written quarterly activity report and final Project report, see 3.2.3 of the Agreement.

Research Framework for a Review of Community Justice in Yukon
Community Justice – Haines Junction Community Justice Committee

Schedule D

Haines Junction Community Justice

Work Plan/Timeline April 1, 2001 – March 31, 2002

Objective	Tasks	Responsibility	Time Frame
Administration	Prepare Program and Year-end reports	Justice Coordinator	April 2001
Administration	Finalize agreements with Aboriginal Justice Canada and YTG Justice	Justice Coord., Committee	April 2001
Objective 5.1,2	Probation supports	Justice Coord., Probation	Ongoing throughout year
Administration	Statistics, office management, client monitoring, daily financial transactions	Justice Coordinator	Ongoing throughout year
Objective 4.2,3	Spring issue of LINKS	Justice Coordinator	April 2001
Objective 1.2	Establishing Family Group Conferencing facilitators group – Meeting with CAFN Social Programs staff	Justice Coord. Volunteers, CAFN Social Programs staff	April 2001
Objective 2.2	Begin discussion with school on development of youth alternative justice program	Justice Coord., Committee	May 2001
Objective 3.5	Psychology of Victims training session in Whitehorse	Justice Coordinator	May 2001
Objective 2.1; 4.2	Public education in school during National Police Week	Justice Coord., Committee	May 2001
Objective 5.1,2	Probation supports	Justice Coord., Probation	Ongoing
Objective 3.1; 5.1	JP Court and Circuit Court	Justice Coord and Victim Services	May 2001
Objective 3.5	Vicarious Trauma Victim Support Training	Justice Coordinator	May 2001
Administration	Prepare report for CAFN General Assembly	Justice Coordinator	May 2001
Object 1.1,2	Family Group Conferences facilitators planning meeting	Justice Coord. Volunteers	May 2001
Administration	1 st Quarterly Report to YTG and Aboriginal Justice Canada	Justice Coordinator	June 2001
Objective 1,2,3,4	Public awareness campaign re: Pre/Post-charge Diversions and Conferencing and Circles	Justice Coord. Volunteers	Ongoing
Objective 5	Probation supports to offenders engaged in our system	Justice Coord., Probation	Ongoing
Objective 4.2,3	Summer issue of LINKS	Justice Coordinator	July 2001
Objective 3.1; 5.1	JP Court and Circuit Court	Justice Coordinator, JP's	July 2001
Administration	Report and attend at CAFN General Assembly (3 days)	Justice Coord., Committee	August 2001
Objective 1.2; 3.5	Identify training needs of HJCJ Committee and Community members	Justice Coord., Committee	September 2001

Research Framework for a Review of Community Justice in Yukon
Community Justice – Haines Junction Community Justice Committee

Objective 3.1; 5.1	JP Court and Circuit Court	Justice Coordinator, JP's	September 2001
Administration	2 nd Quarterly Report to YTG and Aboriginal Justice Canada	Justice Coord., Committee	September 2001
Objective 1.2; 2.1; 4.2,3	HJCJ Justice Review Day	Justice Coord., Committee	September 2001
Administration	Bi-Annual Community Justice Coordinator's meetings	Justice Coord.	September 2001
Objective 1.2; 3.4; 4.2,3; 5.2	Community information Day on Restorative Justice	Justice Coord., Committee	October 2001
Objective 4.2,3	Fall issue of LINKS	Justice Coordinator	October 2001
Objective 3.1; 5.1	JP Court and Circuit Court	Justice Coord. JP's	November 2001
Programming	JP Training in Whitehorse (tentative)	JP's	November 2001
Objective 1.2; 2.1; 3.5; 4.2,3; 5.2	National Restorative Justice Awareness Week campaign	Justice Coord., Committee	November 2001
Objective 1.2; 2.1; 3.5; 4.2,3; 5.2	"No Drinking and Driving" campaign – National Addictions Awareness Week	Justice Coord., Inter Agency Committee	November 2001
Administration	3 rd Quarterly Report to YTG and Aboriginal Justice Canada	Justice Coordinator	September 2001
Objective 4.2,3	Winter issue of LINKS	Justice Coordinator	January 2002
Administration	Review of HJCJ goals and objectives for 2001 –2002	Justice Coord., Committee	January 2002
Objective 1.2; 2.1; 3.5; 4.2,3; 5.2	Community Justice Day	Justice Coord., Committee	February 2002
Objective 5.1,2	Probation Supports	Justice Coord., Probation	Ongoing
Administration	Final Report to YTG and Aboriginal Justice Canada	Justice Coordinator	March 2002
Administration	Preparations for 2002 – 2003 year (Goals and Objectives, Timelines, etc.)	Justice Coord., Committee	March 2002

AMENDING AGREEMENT

THIS AMENDING AGREEMENT made the 17th day of January, 2002

BETWEEN:

GOVERNMENT OF YUKON, as represented by
its duly authorized representative for the Department of Justice (“Yukon”)

AND:

CHAMPAGNE AND AISHIHIK FIRST NATIONS, as represented by its duly authorized representative (the
“Recipient”)

WHEREAS the parties entered into an agreement effective June 4, 2001 (the “Agreement”) for the purposes of
funding the Haines Junction Community Justice Project (the “Project”).

AND WHEREAS the Recipient has expressed a need for additional funding for the Project.

AND WHEREAS Yukon has agreed to provide such additional funding the parties hereby agree to amend the
Agreement as follows:

The following section is added immediately following section 3.2.2 of the Agreement:

“3.2.3 An additional interim payment on or before March 1, 2002 in the amount of \$1,500.00
dollars”; and

Section 3.2.3 is hereby renumbered to read “3.2.4”;

The parties hereby ratify and confirm the remainder of the Agreement.

SIGNED this _____ day of January, 2002.

Government of Yukon
First Nations

Champagne and Aishihik

per:

per:

Witness

Research Framework for a Review of Community Justice in Yukon
Community Justice – Haines Junction Community Justice Committee

2000-2001 ABORIGINAL JUSTICE STRATEGY CONTRIBUTION AGREEMENT

THIS AGREEMENT made the 1st day of June, 2000.

BETWEEN:

GOVERNMENT OF YUKON, as represented by the Executive Council Member responsible for Justice (hereinafter called “Yukon”)

AND:

CHAMPAGNE and AISHIHIK FIRST NATIONS (hereinafter referred to as “the Recipient”), as represented here by its duly authorized representative

being the Parties (collectively referred to as the “Parties”) to this Aboriginal Justice Strategy Contribution Agreement (hereinafter referred to as the “Agreement”).

WHEREAS:

Her Majesty the Queen in Right of Canada represented by the Minister of Justice of Canada (hereinafter referred to as “Canada”) will provide financial assistance to the Recipient under the terms of the Aboriginal Justice Strategy Fund (hereinafter referred to as the “Strategy”); and

Yukon has agreed to share costs with Canada as a condition of the Strategy;

NOW THEREFORE the Parties hereto, in consideration of the covenants, understandings and undertakings hereinafter set out, do hereby agree as follows:

CARRYING OUT THE PROJECT

The Recipient agrees to carry out the operation and development of the Haines Junction Community Justice Project (referred herein as the “Project”) in a manner acceptable to the Yukon and, without limiting the generality of the foregoing, in accordance with:

the Project Description (attached as Schedule A);

the Goals and Objectives, (attached as Schedule B);

the Budget and Payment Schedule (attached as Schedule C and hereinafter referred to as the “Budget”); and,

the Work Plan (attached as Schedule D).

The Recipient, in partnership with the probation officer assigned to Haines Junction by the Yukon, will provide adult offender probation supervision within the community of Haines Junction. The Recipient and the probation officer will work together in a mutually supportive relationship and the Recipient will support the probation officer by providing assistance in the following areas:

probation supervision of adult offenders, who have applied to and been accepted by the Project;

supervision of community work service which has been referred by the probation officer to the Project and accepted by the Project; and

sharing of information regarding offenders and assistance in locating or contacting offenders.

Research Framework for a Review of Community Justice in Yukon
Community Justice – Haines Junction Community Justice Committee

The Recipient may arrange for the obligations set out in 1.1, 1.2 and 8.0 to be carried out by the Haines Junction Community Justice Committee.

Nothing in 1.3 shall be construed to affect, limit, or fulfill the Recipient's responsibility under this Agreement to perform the obligations set out in 1.1, 1.2 and 8.0.

TERM

The term of this Agreement shall be from April 1, 2000 to March 31, 2001.

ASSISTANCE

The Yukon agrees to provide the Recipient with an amount not to exceed \$22,430 for the operation of the Project during the term of this Agreement.

The financial assistance provided under 3.1 will be paid in the following manner:

A payment of \$10,000 upon execution of this Agreement;

An interim payment on November 30, 1999 not to exceed \$9,030 depending on the cash flow requirements of the Recipient, and upon receipt and approval of an interim financial statement in accordance with 4.1.5 and upon receipt and approval of the first and second quarterly written activity reports in accordance with 8.1.2; and

A final payment not to exceed \$3,400 (which sum represents a holdback of 15% of the financial assistance provided under 3.1) upon receipt and approval of an audited final financial statement in accordance with 4.1.6 and upon receipt and approval of the third quarterly written activity report and the final Project report in accordance with 8.1.2.

The Yukon agrees to provide the Recipient with office accommodation for the operation of the Project as set out in the Budget.

The Yukon agrees to provide Justice of the Peace training and Justice of the Peace Court costs for the operation of the Project as set out in the Budget.

The Yukon, by separate contract numbered SS-00-08-3008-00083, has provided the Haines Junction Community Justice Committee with LINKS Newsletter publication costs for the operation of the Project as set out in the Budget.

The Yukon's obligation to provide assistance under 3.1, 3.3, and 3.4 is subject to the following:

money being appropriated by the Legislature for the purpose of this Agreement;

Canada agreeing to provide financial assistance to the Recipient in the amount set out in the Budget; and

the Recipient complying with the terms of the Agreement.

FINANCIAL ACCOUNTABILITY

With respect to the assistance provided by Yukon under 3.1, 3.3, and 3.4 and the monies described in 3.5 the Recipient agrees:

to make expenditures only for the purpose of carrying out the Project;

to make expenditures only in accordance with the Budget;

Research Framework for a Review of Community Justice in Yukon
Community Justice – Haines Junction Community Justice Committee

to allocate the assistance received in accordance with this Agreement;

to maintain financial books and records, in accordance with generally accepted accounting procedures and methods, as well as other records to which the parties may agree, and to account for the assistance received under this Agreement separately from any other funds of the Recipient;

to deliver to the Yukon an interim financial statement of its expenditures with respect to the Project for the period April 1, 2000 to September 30, 2000 due November 1, 2000, which statement shall be in a form acceptable to the Yukon;

to deliver to the Yukon an audited final financial statement of its expenditures with respect to the Project for the period April 1, 2000 to March 31, 2001 due May 31, 2001, which statement shall be in a form acceptable to the Yukon; and

to make available, during the term of this Agreement and up to and including one year from the date of termination of this Agreement, to the officers or agents of the Yukon or Canada, for the purposes of audit or review, all financial books, records and statements upon reasonable notice and during the normal business hours of the Recipient.

Notwithstanding paragraph 4.1.2, reallocations between the budget items set out in the Budget, not exceeding twenty per cent (20%), are permissible. Reallocations that exceed the 20% limit require the approval of the Yukon.

Any assistance provided through this Agreement that is

unexpended at the termination of the Agreement;

not properly expended for the purposes of the Agreement; or,

in excess of the reduced amount of assistance under 5.2;

shall constitute a debt due to the Yukon and shall be paid immediately by the Recipient to the Yukon.

REDUCTION OF ASSISTANCE

The Recipient shall immediately advise the Yukon in writing if it receives additional payments or any other form of contribution, gift, or grant in respect of the Project dealt with in this Agreement in amounts greater than, or from sources other than those set out in the Budget, or if Canada reduces its contribution to the Project.

If it comes to the attention of the Yukon that the Recipient received additional payments or any other form of contribution, gift, or grant in respect of the Project dealt with in this Agreement in amounts greater than, or from sources other than those set out in the Budget, or that Canada has reduced its contribution to the Project, Yukon may reduce the assistance provided under 3.1, 3.3 and 3.4 by such amount as it may decide.

The Yukon will give the Recipient 30 days written notice before reducing its assistance.

The reduced amount of assistance under 5.2 shall be the amount of assistance for the purposes of the Agreement.

IMPACT ON SELF-GOVERNMENT NEGOTIATIONS

Research Framework for a Review of Community Justice in Yukon
Community Justice – Haines Junction Community Justice Committee

The Parties agree that any assistance provided by Yukon under the terms of the Strategy is without prejudice to the administration of justice program and service transfer negotiations (the “Negotiations”) which may take place pursuant to a Yukon First Nation Self-Government Agreement.

For the purposes of the Negotiations, the Recipient acknowledges that any assistance provided by Yukon under the terms of the Strategy will be determined by Yukon on an annual basis.

Unless the Parties otherwise agree, the provision of assistance by Yukon to the Recipient is not intended, in and of itself, to create a program or service for the purposes of the Negotiations.

CONFIDENTIALITY

Subject to paragraph 7.2, all information which the Recipient may obtain from clients or their legal counsel in carrying out the Project shall be treated by the Recipient as having the same confidentiality as solicitor and client communications. Any records maintained by the Recipient in respect of clients shall not be open to inspection except in accordance with the aforementioned principle.

Paragraph 7.1 is not intended to impede the compiling of information for evaluation or statistical purposes, provided that the identity of any particular client is not disclosed.

EVALUATION AND REPORTS

The Recipient agrees

to maintain, in a manner acceptable to the Yukon, case files and other data which may be required for on-going monitoring, review, and evaluation of the Project;

to provide the Yukon written quarterly activity reports of Project activities due July 30, 2000, October 30, 2000, and January 30, 2001, and a final Project report due April 30, 2001; which reports, shall be in a form acceptable to the Yukon;

to undertake a self-evaluation of the Project in co-operation with, and at the request of, Yukon and Canada

to co-operate with the Yukon Department of Justice, in the event that Yukon undertakes any evaluation studies in respect of this Project, the costs of such studies to be borne by Yukon; and

to provide copies of any existing information, data, and statistics that Yukon reasonably requires to carry out such evaluation studies.

USE OF RESULTS

The Recipient shall retain copyright in any work produced by it as part of this Project; but the Recipient shall not contract away its copyright interest without the approval of Yukon, and the Recipient hereby authorizes the Yukon to produce, reproduce, or publish in any form or by any means the original work or any adaptation thereof in any language for use within the Yukon public service and for non-commercial distribution or dissemination.

PUBLIC ACKNOWLEDGMENT

Any information released or announced to the public by the Recipient concerning the Project shall adequately acknowledge the contribution made by Yukon.

Any information released or announced to the public by the Yukon concerning the Project shall adequately acknowledge the contribution made by the Recipient.

Research Framework for a Review of Community Justice in Yukon
Community Justice – Haines Junction Community Justice Committee

TERMINATION

Either party may terminate this Agreement without cause by giving the other party 30 days written notice of its intention to terminate.

If this Agreement is terminated under 11.1:

the Recipient shall, within 90 days of the date of termination, provide the Yukon with an audited financial statement pertaining to the Project for the applicable period of time; and

clause 4.3 of this Agreement shall apply to any assistance that is unexpended at the termination of this Agreement.

DISPUTE RESOLUTION

In the event of a dispute between the Parties arising out of this Agreement, the Parties agree to attempt resolution through negotiation or other appropriate dispute resolution procedures.

DISCLAIMER

Nothing in this Agreement is intended to make the Recipient an agent of the Yukon for any purpose whatsoever and the Recipient and its employees shall not be considered to be employees of the Yukon.

The Recipient agrees not to hold itself or allow any person associated with the Project to hold himself or herself out as representing the Yukon for any purpose whatsoever.

YUKON NOT LIABLE FOR INJURY TO RECIPIENT OR
INDEMNIFICATION BY RECIPIENT

The Recipient shall use due care in carrying out the Project and in performing this Agreement to ensure that no person is injured, no property is damaged or lost, and no rights infringed.

The Recipient agrees that the Yukon shall not be liable for any injury to the Recipient, or for any damage to or loss of property of the Recipient caused by, arising from, or in any way related to the Project or to the performance of this Agreement.

The Recipient shall be solely responsible for

any injury (including death) to persons (including any officers, employees or agents of the Recipient), damage or loss to property or infringement of rights caused by, arising from, or related to the Project, the performance of this Agreement, or the breach of any term or condition of this Agreement by the Recipient or the officers, employees or agents of the Recipient; and

any omission or wrongful or negligent act of the Recipient, or of the officers, employees, or agents of the Recipient;

and the Recipient shall save harmless and indemnify Yukon, its officers, employees, and agents from and against all claims, liabilities and demands with respect to paragraphs 14.3.1 and 14.3.2 with such indemnity surviving the expiry or termination of this Agreement.

Research Framework for a Review of Community Justice in Yukon
Community Justice – Haines Junction Community Justice Committee

Paragraphs 14.2 and 14.3 do not apply to the extent that the injury, damage, or loss was caused by the wrongful or negligent act of an officer or employee of Yukon while acting in the scope of his or her employment.

ASSIGNMENT

This Agreement may not be assigned by the Recipient without the prior written consent of the Yukon.

SCHEDULES

The following schedules are incorporated into and form part of this Agreement:

- Schedule A: Project Description
- Schedule B: Goals and Objectives
- Schedule C: Budget and Payment Schedule
- Schedule D: Work Plan

PROJECT NEGOTIATIONS

The Parties shall conduct negotiations associated with the Project in a mutually respectful manner.

While the Parties share a desire to keep the public informed, details of positions and documents exchanged or developed by the Parties during negotiations associated with the Project will be confidential unless otherwise agreed to by the Parties or unless public disclosure is required by any legislation relating to access to information or privacy.

The Parties may issue joint statements to, or jointly attend meetings with, the media, individuals, groups, or organizations on the progress of any negotiations associated with the Project.

The Parties shall consult with each other prior to any release to the media or the public of any information relating to Project negotiations.

Any public consultation or public information process shall not be used by any party as a means of encouraging support or developing public pressure for a particular negotiating position.

Research Framework for a Review of Community Justice in Yukon
Community Justice – Haines Junction Community Justice Committee

NOTICE

Any written communication, report or notice required pursuant to this Agreement may be given by delivering the same by prepaid post:

If to the Yukon to:

Community Justice Coordinator
J-1A/Department of Justice
Government of Yukon
P.O. Box 2703
Whitehorse, Yukon
Y1A 2C6

If to the Recipient to:

Haines Junction Community Justice Committee
c/o Champagne/Aishihik First Nation
Box 5309
Haines Junction, Yukon
Y0B 1L0

IN WITNESS WHEREOF the parties by their duly authorized representatives have executed this Agreement hereunder this _____ day of June, 2000.

**Government of Yukon
First Nations**

Champagne and Aishihik

per:

per:

Witness

Witness

Research Framework for a Review of Community Justice in Yukon
Community Justice – Haines Junction Community Justice Committee

SCHEDULE A
PROJECT DESCRIPTION

HAINES JUNCTION COMMUNITY JUSTICE

MANDATE:

Champagne and Aishihik First Nations and the Municipality of Haines Junction have agreed to cooperate in establishing a Community-based Justice Process that is designed to meet their collective needs.

PROCESS DESCRIPTIONS:

Circle Court

Circle Court, also referred to as a Peacemaking Circle, is a holistic approach to Circuit Court. Sentencing occurs in Circle court, however, the Perpetrator and the Victim (not the lawyer) share their experience with the Court in a way that encourages open communication and respect for all people involved. The Circle takes into account factors that lead to a criminal offense and aims at solving the core problems rather than the symptoms. Members of the community share their knowledge and contribute to the conditions of the sentence and the healing of the individuals involved.

The people involved in the Circle Court process are the Judge, RCMP, Defense lawyer, Crown Prosecutor, Native Courtworker, Justice worker, Victim, defendant, support groups and the Community.

Circuit Court

Circuit Court is an example of our current court system. A judge presides over the courtroom, and lawyers speak on behalf of their clients. In the formal system, the Judge makes a ruling based on knowledge of the case and of the law. The traditional court system will have a place within our Community Justice process. It is possible, however, through Community Justice initiatives to streamline the process and reduce the costs of dealing with justice issues in Haines Junction.

The people involved in the Circuit Court process are the Judge, RCMP, Defense Lawyer, Crown Prosecutor, Native Courtworker, Justice worker, defendant, and the victim.

Diversion

Diversion is an option that may be offered to individuals (Youth or Adult) if a minor offense is committed. A person being diverted must accept responsibility for their actions and made amends. Diversion is seen as a second chance - people make mistakes - the individuals involved are considered unlikely to be repeat offenders. Upon successful completion of the Diversion Agreement, the Crown Prosecutor will drop the case; the offender will not have a criminal record. If, however, the conditions of the diversion agreement are not met, the Diversion Committee can turn the case back to the Crown and charges may be laid.

The people involved in the diversion process are RCMP, Diversion Committee, Victim, Offender and Parents/Guardian(s) (where a youth is involved).

Healing Circle

A Healing/Talking Circle is a proactive or preventative approach to problems or situations in a Community that have the potential to develop into a crime. The Healing Circle enables a Community to make a difference by showing people care and support while they work through their difficulties.

The people involved in Healing Circles are concerned community members and a facilitator.

Justice of the Peace (JP) Court

Research Framework for a Review of Community Justice in Yukon
Community Justice – Haines Junction Community Justice Committee

Justices of the Peace are judicial officers who can oversee a variety of procedures and cases under Federal, Territorial or Municipal legislation. This court is similar to the Circuit Court because the JP has the power to administer rulings on cases and sign the necessary court documents on behalf of the community.

The people involved in the JP Court process are the Justice of the Peace, RCMP, Justice Coordinator, Victim, Defendant, Community support groups and any other person related to the case.

Mediation

Mediation is a cooperative approach to settling disagreements. Through mediation the complainant and the defendant agree to meet with a neutral third party who can help them discuss ways of settling their differences. To effectively mediate a case, both sides in a disagreement must be able to trust and respect the Mediator. The process encourages the use of local people who have completed mediation training. Mediators do not have legal authority to decide what the settlement conditions will be or to force people to participate in any conference. The role of the mediator is to help people find their own solutions, not make decisions for them. Mediation allows people to deal with their actual interests in a way that fits their needs and culture and encourages recognition and healing within a community.

The people involved in the mediation process are a Mediator, the complainant, and the defendant.

Research Framework for a Review of Community Justice in Yukon
Community Justice – Haines Junction Community Justice Committee

SCHEDULE B
GOALS, OBJECTIVES and PROJECT EVALUATION PLAN

HAINES JUNCTION COMMUNITY JUSTICE
GOALS AND OBJECTIVES FOR APRIL 1, 2000 - MARCH 31, 2001

The Haines Junction Community Justice Committee seeks to achieve the following goals and objectives for the 2000 - 2001 fiscal year:

GOAL 1: To implement as an option for our restorative justice programs Family Group Conferencing by:

Objectives:
training HJCJ and community members in the skills and practices of Family Group Conferencing
developing a format/protocol for community members wishing to use Family Group Conferencing as an alternative to dispute resolution

Criteria for Outcome: The development of Family Group Conferencing as an option for community members seeking restorative justice

Reporting/Recording:
Number of participants completing the Family Group Conferencing training.
Number of Family Group Conferences held in Haines Junction.

GOAL 2: To continue production and distribution of a Victim Support Handbook by:

Objectives:
continued research of current information on the needs of victims
seek victim input into content of handbook that is practical for victim through questionnaires and individual interviews
compiling and inserting into the Victim Support Handbook, a list of community based resources accessible for the victim

Criteria for Outcome: The creation of a Victim Support Handbook that is practical and linked to the victim's (and their support team) participation in the HJCJ program.

Reporting/Recording: The production of such a handbook as described above.

GOAL 3: To meet the needs of restorative justice applicants by expanding the support groups to include a broader base of community members.

Objectives:
expanding the number and variety of community members participating in pre-and post-charge diversions and other Circle applications
recruiting and training community members to assume responsibility as a support group member

Criteria for Outcome:
An increase in the diversity of volunteers participating in restorative justice forums (pre-post charge diversions, Family Group Conferencing, etc.)

Reporting/Recording: Data will reflect the number and diversity of community members involved in alternatives to the traditional court system.

Research Framework for a Review of Community Justice in Yukon
Community Justice – Haines Junction Community Justice Committee

GOAL 4: To continue to reduce the number of offenders engaged in the Traditional Court system by increasing the number of Pre and Post Diversion Circles by:

Objectives:

increasing the number of referrals by the RCMP detachment of victims and offenders to the Justice office for Pre/post Diversions
educating the public on the goals/merits of pre/post Diversion
educating the Crown and Defense Council on the merits of Pre/post Diversions and Circles
increasing the success rate of participants in the pre-sentence circle by applying the principles and practices of restorative justice and developing meaningful and more effective dispositions through the use of elders, family and other significant community members

Criteria for Outcome: An increase of the number of occasions pre/post Diversions and or pre/sentence Circles have occurred in the community.

Reporting/Recording: Data will reflect the number of clients referred to the program and the referring agency. A comparison will be made of the participation and completion rates in the program annually.

GOAL 5: To increase the number of community members trained as JP's for service in our community

Objectives:

create public awareness on the role of JP's in the community and provide public education on the merits of having a community structured and community based JP Court system
recruit community members to become trained JP
provide opportunities and supports for trained JP's to become active in the programs developed by HJCJ

Criteria for Outcome:

Increased number of community members trained or interested in becoming trained as JP's either in the next training session or future session.
Number of trained JP's actively involved in programs provided by HJCJ

Reporting/Recording: Data will reflect the number of participants in JP training, or indicate the number of community members who are interested in obtaining training at a future date. Statistics will reflect the number of JP's actively involved in HJCJ programs such as Family Group Conferencing, etc.

GOAL 6: To create community awareness on the role of Restorative Justice

Objectives:

strengthen community awareness through public forums, Conferencing, training opportunities and public education

Criteria for Outcome:

Increased number of community workshops, forums. Increase number of presentations at the school to youth.

Reporting/Recording: Data will reflect the number of venues presented by HJCJ in which public education or restorative justice issues were presented.

FURTHERMORE:

We will continue with programs implemented in the past year that are progressive and true to the mandate of the Haines Junction Community Justice Committee. These programs include continued involvement in the Interagency Committee, support to the CAFN Social Programs department, and participation in activities implemented by Crime Prevention Yukon.

Research Framework for a Review of Community Justice in Yukon

Community Justice – Haines Junction Community Justice Committee

We will, of course, proceed with the daily activities of maintaining appropriate client files and program statistics, providing supports and services to clients, documenting court issues, publishing and distributing LINKS, and pursuing public education campaigns.

Research Framework for a Review of Community Justice in Yukon
 Community Justice – Haines Junction Community Justice Committee

SCHEDULE C
 BUDGET and PAYMENT SCHEDULE
 (Page 1 of 2)

FOR THE 2000-2001 ABORIGINAL JUSTICE STRATEGY CONTRIBUTION AGREEMENT BETWEEN THE YUKON AND CHAMPAGNE AND AISHIHIK FIRST NATIONS

PART A: BUDGET

April 1, 2000 to March 31, 2001

REVENUE:

Department of Justice, Yukon	32,265
- Cash	22,430
- In Kind	7,195
- LINKS Newsletter	2,640
(LINKS monies provided to HJCJC by separate contract numbered SS-99-08-3024000154)	
Department of Justice, Canada	32,265
TOTAL REVENUES:	\$64,530

EXPENDITURES:

Salaries and Benefits (Coordinator):	38,767
Honoraria (HJCJ Committee Members)	3,500
Justice of the Peace Salary	750
Audit Fees	700
Administration Fees (10%, excluding YG <i>in kind</i> and the <i>LINKS</i>)	4,933
Travel (Justice Coordinator or delegate)	1,907
Meetings & Workshops	2,000
Internet Services	329
Training, Course Fees (includes contract services)	2,500
Materials & Supplies	800
Advertising and Promotion	500
GST Expense (7% of 3, 6, 7, 8, 9, 10, 13)	499
Telephone	900
Rent (office in kind from YG)	2,100
Hall Rental for Justice of the Peace Court (in kind from YG)	500
Justice of the Peace Training (in kind from YG)	3,845
TOTAL EXPENSES:	\$64,530.40

The contribution of the Yukon will be limited to the lesser of \$32,265 of the expenditures incurred, less monies received from sources other than those listed above.

SCHEDULE C
 BUDGET and PAYMENT SCHEDULE
 (Page 2 of 2)

FOR THE 2000-2001 ABORIGINAL JUSTICE STRATEGY CONTRIBUTION AGREEMENT BETWEEN THE YUKON AND CHAMPAGNE AND AISHIHIK FIRST NATIONS

PART B: PAYMENT SCHEDULE

Research Framework for a Review of Community Justice in Yukon
Community Justice – Haines Junction Community Justice Committee

First Payment of \$10,000, upon execution of this Contribution Agreement, see 3.2.1 of the Agreement.

Second Payment not to exceed \$9,030 on November 30, 1999, upon receipt and approval of the interim financial statement and first and second written quarterly activity reports, see 3.2.2 of the Agreement.

Third and Final Payment not to exceed \$3,400 upon receipt and approval of an audited financial statement and third written quarterly activity report and final Project report, see 3.2.3 of the Agreement.

Research Framework for a Review of Community Justice in Yukon
 Community Justice – Haines Junction Community Justice Committee

SCHEDULE D
 WORK PLAN and REPORTING SCHEDULE
 (Page 1 of 2)

HAINES JUNCTION COMMUNITY JUSTICE
 PROJECT WORKPLAN/TIMELINE APRIL 1, 2000 TO MARCH 31, 2001

TASK	TIMEFRAME
Prepare program and year-end reports	April 2000
Spring issue of LINKS	April 2000
Family Group Conferencing Training	April 2000
Participation in Restorative Justice Conf. (Chilliwack, BC)	April 2000
Develop protocol for FGC forums	May 2000
Information session on Family Violence Prev. Act	May 2000
Public Education in School during Police Week	May 2000
Family Group Conferences available to community	July 2000
Final draft of Victim Support Handbook distributed for input	June 2000
Community Information Session on Victim Support Handbook	July 2000
Quarterly Report to YTG and Aboriginal Justice	June 2000
Public awareness campaign re: post/pre charge diversions	ongoing
Summer issue of LINKS	July 2000
Review of Victim Support Handbook.	Jan. 2000
Recruitment of community members for JP training	Sept. 2000

SCHEDULE D
 WORK PLAN and REPORTING SCHEDULE
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HAINES JUNCTION COMMUNITY JUSTICE
 PROJECT WORKPLAN/TIMELINE APRIL 1, 2000 TO MARCH 31, 2001

Identify training needs of HJCJ Committee members.	Sept. 2000
Quarterly Report to YTG and Aboriginal Justice	Sept. 2000
Review of Victim Support Handbook.	Oct. 2000
Community information sessions on Restorative Justice	Oct. 2000
Fall issue of LINKS	Oct. 2000

Research Framework for a Review of Community Justice in Yukon
Community Justice – Haines Junction Community Justice Committee

JP Training	Nov. 2000
Restorative Justice Awareness Week campaign	Nov. 2000
“No Drinking and Driving” campaign. (Interagency Committee)	Dec. 2000
Quarterly Report to YTG and Aboriginal Justice	Dec. 1999
Winter issue of LINKS	Jan. 2001
Review of HJCJ goals and objectives/ plan for 2000 – 2001.	Feb. 2001
Review of Victim Support Handbook.	Mar. 2001
Final Report to YTG and Aboriginal Justice	Apr. 2001

2. Relevant Documents, Studies and Practices – Other Northern Territories

1.3 A Framework for Community Justice in the Western Arctic – 1999²

Champagne and Aishihik First Nations - The Haines Junction Justice Committee, a partnership between Aboriginal and non-Aboriginal community members, serves Haines Junction residents and Champagne and Aishihik First Nations members living in Canyon, Champagne, Takhini and Whitehorse. Circle sentencing, mediation and diversion services are offered.

² Campbell Research Associates, Kelly & Associates, Smith & Associates, prepared for Government of Northwest Territories, Department of Justice, A Framework for Community Justice in the Western Arctic – June 1999