

**PROTOCOL AGREEMENT *for* COMMUNICATION AND COLLABORATION  
BETWEEN:**

**SQUAMISH NATION**, as represented by its Council. (“Squamish Nation”)

**AND:**

**SCHOOL DISTRICT No. 48 (Sea to Sky)**, as represented by its Board of Education.  
 (“SD No.48”)

(Each a “Party” and collectively, the ‘Parties”)

**WHEREAS:**

- A. School District No.48 (“SD No.48”) is responsible for the delivery of public education throughout the Sea-to-Sky Corridor, including the Squamish Valley, an area in which Squamish Nation students attend schools in SD No.48 (“SD No.48 South”).
- B. The Squamish Nation asserts that it has the inherent right to self-government as protected under Section 35 of the Constitution Act (1982) within its traditional territory, which includes the area of SD No.48 South through to the shared territory of Whistler. Through its Education Department the Squamish Nation provides services to support members that are students in the provincial public education system.
- C. The Parties have met on several occasions regarding the delivery of education to Squamish Nation members in SD No.48 South and in, March 2014, the Parties, the Ministry of Education and certain other Aboriginal communities signed an Enhancement Agreement (“EA”) regarding the enhancement of Aboriginal education in SD No.48.
- D. As per the Aboriginal Education Achievement Branch, B.C. Ministry of Education, the EA establishes a collaborative partnership between the Aboriginal communities, including the Squamish Nation, and SD No.48 that involves shared decision-making and setting specific goals to meet the educational needs of Aboriginal students, including the integration of Aboriginal perspectives into learning experiences.
- E. As per BC Ministry of Education, Policy Document: K-12 Funding – Aboriginal Education, 2011, targeted funding requires the collaboration of boards of education and local Aboriginal communities to develop and deliver Aboriginal education programs and services that integrate academic achievement and Aboriginal culture or language or both.
- F. The Parties wish to enter into a communication and collaboration protocol agreement to establish and maintain a cooperative relationship with respect to the implementation and use of the Enhancement Agreement in the Aboriginal communities and for the benefit of the educational experience and results of Squamish Nation members.

**NOW THEREFORE** the Parties agree to enter into the following Protocol Agreement:

Purpose of this Agreement

- 1.1 The purpose of this agreement is to enter into an arrangement between the Squamish Nation and SD No.48 in order to establish and maintain a cooperative and collaborative relationship. Special attention will be paid to the implementation and use of the Enhancement Agreement, but will not preclude other actions or programs from being developed or implemented.

Governance Structures

- 1.1 SD No.48 acknowledges the importance of and commitment to developing both council and committee structures, as will be specified in the EA, in collaboration with all Aboriginal communities within SD No.48.

Communications and Consultation

- 2.1 The Parties recognize the success of the cooperative relationship will hinge upon open and transparent communication based on trust, respect, and mutual understanding.
- 2.2 It is the intention of the Parties to ensure consultation practices are exercised to increase the opportunities for collaborative decision-making on common areas of interest and responsibility in implementing and supporting the EA.
- 2.3 All initial communication between parties will be held directly with the person involved. After an initial discussion, if a party disagrees with the other party's decision/conduct, they can communicate with the other party's immediate supervisor. If an issue is still unresolved, refer to flow chart and/or organizational chart (see Appendix B)
- 2.4 The Parties acknowledge and recognize the communication and information sharing of initiatives set out in this agreement may be subject to the Federal or Provincial privacy laws, and the parties agree to comply with those laws.
- 2.5 All meetings to discuss/resolve potentially sensitive issues will include the following:
  - a) an agenda prior to meeting within a reasonable time frame;
  - b) agenda items added by mutual consent;
  - c) all people present are entitled to an advocate/representative;
  - d) whenever possible, will include the District Principal, Aboriginal Education and the Associate Director of Education.
- 2.6 On an annual basis, SD No.48 will present to the ABED Council, at Squamish Nation Council chambers. The appointed representative will present the EA annual report that highlights the progress of academic achievement and

initiatives in Aboriginal Education in SD No.48 (See Schedule 'A').

#### Dispute Resolution

- 3.1 When a dispute arises between the Parties in relation to this Protocol Agreement, the Parties agree to engage in communication in an attempt to resolve specific issues.
- 3.2 Where a dispute between the Parties has not been resolved by the communications outlined in article 3.1, a Party may, upon reasonable notice, call a special meeting of the Parties and may include reference to a body of elders (as appointed by the Squamish Nation) or mediation to discuss a resolution of the dispute.
- 3.3 Nothing in this agreement will prevent the Parties from dealing with other implementation matters under this Agreement while an issue is being addressed in the dispute resolution process.
- 3.4 Nothing in this Protocol Agreement is intended to limit legal remedies available to a Party.

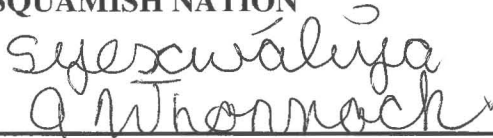
#### Term of the Agreement

- 4.1 The Parties agree this Protocol Agreement shall take effect upon the adoption by resolution by each respective Party.
- 4.2 The Parties agree this Protocol Agreement is a living document and may be subject to revision from time to time by mutual consent. The revisions must be agreed to in writing and adopted by resolution of each respective Party.
- 4.3 The terms of the Protocol Agreement will remain in effect until June 30, 2022 unless terminated by a Party in accordance with article 4.4 of this Protocol Agreement.
- 4.4 Any Party may terminate this Protocol Agreement by providing sixty (60) days notice in writing, to be delivered by hand, facsimile, or registered mail to other Party.
- 4.5 Nothing in this Protocol Agreement is intended to nor shall be interpreted to alter or amend any other agreements between any of the Parties.
- 4.6 Nothing in this Agreement shall be construed as creating a partnership, joint venture or other legal entity of any kind, or as imposing upon either Party any duty, obligation or liability as a partner or joint venture. Neither Party shall have the ability to bind the other Party as agent or otherwise.
- 4.7 This Agreement shall ensure to the benefit of and be binding upon the parties

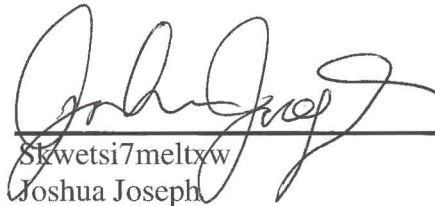
hereto and their respective successors and permitted assigns.

IN WITNESS OF the Parties have hereunto affixed their signatures on this 5 day  
of DECEMBER, 2017.

**SQUAMISH NATION**

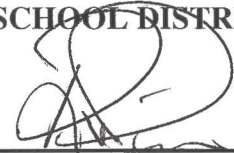
  
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Syexwáliya  
Ann Whonnock  
Council Co-Chair

  
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Skwetsi7meltxw  
Joshua Joseph  
Council Co-Chair

**SCHOOL DISTRICT No.48 (Sea to Sky)**

  
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Rick Price, School Board Chair  
School District No. 48 (Sea to Sky)

  
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Lisa McCullough, Superintendent  
School District No. 48 (Sea to Sky)



# SCHEDULE 'A'

## Communications

It is recognized that there needs to be ongoing communication between the Squamish Nation and the SD No. 48 Board of Education where communication is a process of sharing and trust.

The SD No.48 and the Squamish Nation agree:

1. Governance communication between Squamish Nation Council and SD No.48 Board of Education will be directly between Council member(s) and Board chairperson or executed between Superintendent of Schools and designate appointed by the Executive Operating Officer – Service Delivery.
2. That the contact person for the purposes of ongoing deployment of the EA and the protocol agreement obligations will be the District Principal, Aboriginal Education or designate appointed by the Superintendent of Schools and the Associate Director of Education, Squamish Valley Operations, or designate, appointed by the Executive Operating Officer, Service Delivery.
3. To meet on a regular basis during the school year for the purpose of ensuring ongoing communications. Significant decisions made with respect to the overall provisions of education to Aboriginal students shall be discussed at on-going meetings, including but not limited to:

Dates	Reference Section	Topic	Personnel
September/October	Appendix A ,1. h.	Ayas Men Men, Child and Family Services presentation	Squamish Nation Education representative, Ayas Men Men Child and Family Services, Senior Management team representative, District Principal of Aboriginal Education
October	2.6	EA Annual Report Presentation	Squamish Nation Council and SD No.48's District Principal, Aboriginal Education, SD48 Board Representative
October	1. a. (iii)	Cultural Journeys -language plan Appendix C	Squamish Nation Language Development team, SD48 Language Development team, District Principal of Aboriginal Education
December	1. a. (i) (ii)	Aboriginal Courses	Secondary Principals (South) and Aboriginal Committee

December	1. f.	Annual Review with principals	Principals (South) and Aboriginal Committee
January 9	2. g	List of Squamish Nation children Pre-School Transition	Squamish Nation Education representative(s) and SD No.48 District Principal, Student Support Services, and Elementary Principals (South)
By May 30	4. 2	Review Protocol Agreement	Squamish Nation and SD No.48
By June 30	1. e.	(Cultural Journeys)	Principal of Iya7ayulh Chet (Cultural Journeys), Squamish Nation Education representative(s) and SD48 District Principal
By June 30	1. a. (iv)	Squamish Nation Language Program Development: Appendix C -IRP -language plan	Squamish Nation Language Development team, SD48 Language Development team, District Principal of Aboriginal Education

# APPENDIX A

## Shared Intent

The Parties agree to the following commitments outlined in appendixes A and B for the purpose of achieving success in the education of Squamish Nation students and achieving the goals of the EA. Changes to these commitments must be mutually agreed upon.

### 1 SD No.48 Obligations

The Board of Education of School District No.48 is obligated to provide:

- a) the continued development of a plan that provides for the inclusion of Squamish Nation language, culture and history in the curriculum and courses offered in the schools located in SD No.48 South;
  - i) HSS – BCFN12, EFP 10-12, Ab. Leadership 10-12
  - ii) DRM – First Nations Language and Culture 8-9, Ab Leadership 7-9,
  - iii) Iya7ayulh Chet (Cultural Journeys) - Skwxwú7mesh Language Program (implementation plan in progress, attached in Appendix C)
  - iv) Squamish Nation language IRP development (implementation plan in progress, attached in Appendix C)
- b) the development of a collaborative process that allows for the timely revision, discussion and approval of Aboriginal courses in SD No.48 South (See Schedule 'A');
- c) the continued development of restorative processes to deal with Squamish Nation students who may breach SD No.48 rules and policies;
  - i) the use of informal and formal processes that precede wrong-doing, those that proactively build relationships and a sense of community to prevent conflict and wrong-doing.
- d) the option of including an advocate(s) when meeting with a student at the school (the student may select one or more of the following: First Nation Support worker, First Nation At-Risk Worker, Aboriginal Success Advisor, a Squamish Nation member and/or family member as their advocate);
- e) the review of Iya7ayulh Chet (Cultural Journeys), the Skwxwú7mesh Nation culture program of choice for all students in SD No.48 based on the philosophy of Nexws tel't (*Always Learning*);
- f) the development of a collaborative process that will allow both Parties to meet school principals for an annual review of the delivery of Aboriginal education in SD No.48 South schools (See Schedule 'A');

- g) proactive engagement with Squamish Nation social and education services, when planning for support for a Squamish Nation student.
- h) a presentation by Ayas Men Men (Children and Family Development) to Senior Management on the Services available by this division and the process to access them.
- i) a graduation transition meeting to review Squamish Nation students exit plans for post-secondary, trades/apprenticeship, or work (See Schedule 'A');
- j) transition meetings between schools (elementary to middle and middle to secondary) Arranged by schools including Aboriginal Support and Outreach Workers (See Schedule 'A');
- k) a collaborative process with the Squamish Nation regarding the allocation of Targeted Aboriginal Education Funding, specifically for how funds will be used in SD No.48 South "to develop and deliver Aboriginal education programs and services that integrate academic achievement and Aboriginal culture and/or language" (BC Ministry of Education, Policy Document: K-12 Funding – Aboriginal Education, 2011); and
- l) the Squamish Nation representatives with an opportunity for discussions regarding the operational budget of the School District through an ongoing invitation to attend the SD No.48 public processes related to financial planning input.

## 2 Squamish Nation Obligations

The Squamish Nation is obligated to provide:

- a) support and continuous communication between SD No.48 staff and Squamish Nation families, regarding student attendance issues;
- b) the promotion of parental involvement in all SD No.48 schools with Squamish Nation students;
- c) ongoing communication between SD No.48 staff, the Squamish Nation, and First Nation Workers (South);
- d) ongoing professional learning for Aboriginal Support Workers (South) regarding the implementation of new programs.
- e) an invitation to SD No.48's District Principal, Aboriginal Education to attend bi-monthly staff meetings;
- f) Aboriginal services (as per contracts between the Squamish Nation and SD No.48) for the maximum time possible for face-to-face time with students in classroom(s);
- g) a list of Squamish Nation children entering kindergarten in the fall to SD No. 48 for transition by January 9<sup>th</sup> of the previous school year (See Schedule 'A'); and,



- h) transition meetings between Squamish Nation pre-school services and SD No.48 staff (See Schedule 'A').

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# APPENDIX B

## Dispute Resolution with Squamish Nation Employee Flow Chart

### Step 1 – Discuss concern directly with the employee



- Step 2 may be included depending on the severity of the concern;
- Anonymous information should not be discussed;
- Within 30 days of knowledge of the occurrence.

### Step 2 – Contact the employee's immediate Supervisor with the concern



- Concern must be expressed in writing with all pertinent information included and not filed anonymously.
- Can move to step 3 if is in regard to Supervisor;
- must have completed step 1 (unless is in regards to immediate supervisor);
- after receipt, Supervisor has 15 work days to schedule face-to-face meeting;
- Supervisor has 15 work days to provide written response.

### Step 3 – Contact Squamish Valley Administrator

- If steps 1 and 2 have been completed, unless concern is in regards to the supervisor;
- Concern must be expressed in writing and not filed anonymously;
- After receipt, Administrator has 15 work days to schedule face-to-face meeting;
- Administrator has 15 work days to provide written response.

## School District No. 48 (Sea to Sky) Communication/Appeal Flow Chart

### Step 1 – Directly to person



- Concerns should firstly be directed to the employee making the initial decision;
- This complaint may be oral or in writing.

### Step 2 – Immediate Supervisor



- If the matter remains unresolved, the next step is to communicate with the immediate supervisor of the employee;
- This complaint may be oral or in writing.

### Step 3 – Superintendent of Schools



- If the matter is still not resolved, the next step is to communicate with the Superintendent of Schools;
- This complaint may be oral or in writing.

### Step 4 - Board of Education

- If the issue still cannot be resolved, the matter maybe appealed to the Board of Education within thirty (30) days of the initial decision;
- Matters that can be appealed are laid out in the Board's Bylaw 500.2;
- Every appeal to the Board must begin by a written Notice of Appeal;
- The Board must hear and decide an appeal within 45 days from the date the Notice of Appeal was received in an acceptable form.

# APPENDIX C

Squamish Nation Language IRP Development /Language Program	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
Squamish Nation IRP development:  Transcribing	All year	To June 2018				
Elder conferences	All Year	To Dec. 2017				
Curriculum Development /template	All year	To June 2018				
Appendix C – Development  K-12 Unit Plans	All year	To June 2018				
Editing/Linguist	All year	Fall 2018				
Editing/Ministry			January 2019			
Squamish Nation Language program delivery	Iya7ayulh Chet ultural Journeys), words	Iya7ayulh Chet ultural Journeys), Introductory words/phrases	LEX/ Iya7ayulh Chet (Cultural Journeys), Introductory words/phrases	Brackendale LEX/ Iya7ayulh Chet (Cultural Journeys), Introductory words/phrases		

# APPENDIX D

## 1. Definitions:

For the purposes of this Agreement the following definitions will apply:

- 1.1 “Aboriginal Education Programs and Services” are Aboriginal Language and Culture programs, Aboriginal Support Services, or other Ministry approved Aboriginal Programs. Such programs and services are articulated in Enhancement Agreements, developed collaboratively by the board of education and district Aboriginal communities.
- 1.2 “Aboriginal student” refers to students who have reported themselves as Aboriginal.
- 1.3 “Advocate” is one that pleads the cause for another; provides support; promotes the interests of another.
- 1.4 “Board” means the Board of Education of School District No.48 (Sea to Sky), a Board of School Trustees as defined in the School Act, RSBC 1996, c. 412 and regulations, all as amended from time to time.
- 1.5 “Board of Education” means the School Trustees of School District No.48 (Sea to Sky), as defined in the School Act, RSBC 1996, c. 412 and regulations, all as amended from time to time.
- 1.6 “Council” means the duly elected Chief and Council of the Squamish Nation.
- 1.7 “Constitution” is the set of rules that define the political principles, the institutions, the powers and the responsibilities of Canada.
- 1.8 “Enhancement Agreement (EA)” means a working agreement between a school district and all local Aboriginal communities to enhance the educational achievement of Aboriginal students.
- 1.9 “School District” means the area constituted under the School Act as School District No.48 (Sea to Sky).
- 1.10 “Superintendent of Schools” means the Superintendent of Schools of School District No.48 (Sea to Sky).
- 1.11 “Targeted Funding” means the funding provided to School Districts by the Ministry for Aboriginal Education Programs, and is included in the Annual Operating Grant.