



PROTOCOL AGREEMENT *for* COMMUNICATION AND COLLABORATION

BETWEEN:

SQUAMISH NATION, as represented by its Council.

("Squamish Nation")

AND:

SCHOOL DISTRICT No. 44 (North Vancouver) as represented by its Board of Education.

(School District No. 44 (North Vancouver))

(Each a "Party" and collectively, the "Parties")

WHEREAS:

- A. School District No. 44 (North Vancouver) is responsible for the delivery of public education throughout the City and District of North Vancouver, an area in which Squamish Nation students attend schools in School District No. 44 (North Vancouver).
- 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. Through its Education, Employment and Training 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 School District No. 44 (North Vancouver) and on June 21, 2016, the Parties, the Ministry of Education and certain other Indigenous communities signed an Enhancement Agreement ("EA") regarding the enhancement of Aboriginal education in SD #44.
- D. As per B.C. Ministry of Education, the EA establishes a collaborative partnership between the Indigenous communities, including the Squamish Nation, and School District No. 44 (North Vancouver) that involves substantive and meaningful collaboration and setting specific goals to meet the educational needs of Indigenous students, including the integration of Indigenous 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 Indigenous communities to develop and deliver Indigenous education programs and services that integrate academic achievement and Indigenous culture or language or both. This protocol agreement will be in relation to self-identified Squamish Nation students.
- 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 for Squamish Nation students.



- G. Both parties agree the success of Squamish Nation Students is of the utmost importance.

Administrative Procedures

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

1. Purpose of this Agreement

- 1.1 The purpose of this agreement is to enter into an agreement between the Squamish Nation and School District No. 44 (North Vancouver) in order to establish and maintain a substantive and meaningful relationship that is cooperative and collaborative. Special attention will be paid to the implementation and use of the Enhancement Agreement for Squamish Nation students, but will not preclude other actions or programs from being developed or implemented.

2. Implementation Structure

- 2.1 School District No. 44 (North Vancouver) and the Squamish Nation acknowledge the importance of and commitment to developing an implementation structure for this agreement
- 2.2 The implementation committee will consist of equal representation from each party. This will include two representatives from each elected body, the School Board and Chiefs and Council, and two administrative representatives from each organization.
- 2.3 For the purpose of clarity the Superintendant is to be considered a representative of the School Board. The District Principal of Indigenous Education will be one of the administrative representatives for School District No. 44 (North Vancouver).
- 2.4 The committee will meet a minimum of three (3) times per year, or more if mutually agreed to and align with presentations to C&C and others. (August/January/May or June)
- 2.5 An agenda will be circulated before each meeting.
- 2.6 Meetings will be hosted in a rotating manner.

3. Shared Intent

- 3.1 The Parties commit to the following for the purpose of achieving success in the education of Squamish Nation students and achieving the goals of the EA.

The Board of Education of School District No. 44 (North Vancouver) will 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 School District No. 44 (North Vancouver). In particular, discussions will occur regarding the development of the curriculum and related resources (i.e. use of a Squamish Language IRP).



- b) the development of a collaborative process that allows for the timely revision, discussion and approval of Indigenous courses in School District No. 44 (North Vancouver). (See Appendix Schedule 'A');
- c) the continued development of restorative processes to deal with Squamish Nation students who may breach School District No. 44 (North Vancouver) or student conduct policy and school code of conduct policy. For more detailed information, refer to school's code of conduct.
- 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 Nations Support Worker, Indigenous Support Teacher, Indigenous Success Teacher, and/or family member as their advocate.
- e) the development and implementation of an Indigenous language and culture based program for all students in School District No. 44 (North Vancouver). Based on the Indigenous Ways of Knowing and Pedagogy, at the elementary and secondary levels. A work plan for the development and implementation to be set within 12 months of the signature of this document.
- f) the development of a collaborative process that will enable both Parties to meet school principals for an annual review of the delivery of Indigenous education relating to Squamish Nation students in School District No. 44 (North Vancouver)(See Appendix 'A');
- g) proactive engagement with Squamish Nation child and family and education services, when planning for support for a Squamish Nation student.
- h) a graduation transition meeting to review Squamish Nation students exit plans for post secondary, trades/apprenticeship, or work (See Appendix 'A');
- i) transition meetings between schools including Capilano Little Ones (See Appendix 'A');
- j) a collaborative process with the Squamish Nation regarding the allocation of Targeted Aboriginal Education Funding in regards to students from Squamish Nation, specifically for how funds will be used in School District No. 44 (North Vancouver) "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

3.1.2 Squamish Nation will provide:

The Squamish Nation will provide:

- a) support ongoing communication between School District No. 44 (North Vancouver) staff and Squamish Nation families, regarding student attendance issues and overall student experience



- b) the enhancement of parental involvement in all School District No. 44 (North Vancouver) schools with Squamish Nation students;
- c) ongoing communication between School District No. 44 (North Vancouver) staff and the Squamish Nation,
- d) a list of Squamish Nation children entering kindergarten in the fall to School District No. 44 (North Vancouver) for transition by January 15th of the previous school year (See Appendix 'A'); and
- e) transition meetings between Squamish Nation pre-school services and School District No. 44 (North Vancouver) staff (See Appendix 'A').
- f) a presentation by Ayas Men Men (Children and Family Development) to School District No. 44 (North Vancouver) staff on the services available by this division and the process to access them.
- g) 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: Manager Advocacy, Support and Assessment (ASA), High School or Elementary advocate/counsellor

4. Communications and Consultation

- 4.1 The Parties recognize the success of the agreement will hinge upon open and transparent communication based on trust, respect, and mutual understanding.
- 4.2 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.
 - 4.2.1 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. Further discussion on how we resolve items please see policy 406 from NVSD, regarding complaints about employees. Plus, SN HR process for complaints of SN staff.
- 4.3 The Parties acknowledge and recognize the communication and information sharing of initiatives set out in this agreement may be subject to Federal or Provincial privacy laws, and applicable work place laws, and the parties agree to comply with those laws.
- 4.4 The parties agree to timely sharing of a community and School District No. 44 (North Vancouver) events calendar.
- 4.5 All meetings to discuss/resolve potentially sensitive issues will include the following processes:
 - a) an agenda prior to meeting to be provided in a reasonable time frame;



- b) new agenda items are added by mutual consent;
- c) all people present are entitled to an advocate/representative;
- d) whenever possible, will include the District Principal, Indigenous Education; Director of Education, Employment and Training the manager(s); Advocacy, Support, and Assessment (ASA) and/or Employment and Training.
- e) Privacy and confidentiality of materials and discussions

5. Dispute Resolution Re: This Agreement

- 5.1 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.
- 5.2 Where a dispute between the Parties has not been resolved by the communications outlined in article 5.1, a Party may, upon reasonable notice, call a special meeting of the Parties. With agreed upon supports necessary to move forward; in the spirit of this agreement.
- 5.3 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.
- 5.4 Nothing in this Protocol Agreement is intended to limit legal remedies available to a Party.

6. Term of the Agreement

- 6.1 The Parties agree this Protocol Agreement shall take effect upon the adoption by Board of Education and Chiefs and Council.
- 6.2 The terms of the Protocol Agreement will remain in effect until June 30, 2024 unless terminated by a Party in accordance with article 6.4 of this Protocol Agreement.
- 6.3 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.
- 6.4 Nothing in this Protocol Agreement is intended to nor shall be interpreted to alter or amend any other agreements between the Parties.
- 6.5 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.
- 6.6 This Agreement shall be binding upon the parties here to and their respective successors and permitted assigns.



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SQUAMISH NATION

North Vancouver School District
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IN WITNESS OF the Parties have hereunto affixed their signatures on this 17th day of January 2019,

SQUAMISH NATION

Tiyáltelut
Kristen Rivers
Council Co-Chair

SCHOOL DISTRICT #44 (North Vancouver)

Christie Sacre, Board Chair
School District No. 44 (North Vancouver)

Mark Pearmain, Superintendent of Schools
School District No. 44 (North Vancouver)

Appendix A Communications

It is recognized that there needs to be ongoing communication between the Squamish Nation and the SD #44 Board of Education where communication is a process of sharing and trust.

The SD #44 and the Squamish Nation agree:



1. Governance communication between Squamish Nation Council and School District No. 44 (North Vancouver) will be directly between Squamish Nation Chiefs and Council appointed Council representatives and Board chairperson and Superintendent of Schools.
2. That the contact person for the purposes of ongoing deployment of the EA and the protocol agreement obligations will be the District Principal, Indigenous Education and the Department Head, Education, Employment and Training.
3. 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 any changes updated to Board of Education and Chiefs and Council.
4. 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 for Squamish Nation students shall be discussed at on-going meetings, including but not limited to:

Note: This is the proposed calendar for the parties, that may alter as agreed upon.

Dates	Reference Section	Topic	Personnel
October	4.6	Annual Report Presentation	Squamish Nation Council and School District No. 44 (North Vancouver) District Principal, Indigenous Education. See Appendix C for content framework
October	3.1.1 (h)	Graduation Transition	Squamish Nation's Employment/ Training and/or Post-secondary coordinators, School District No. 44 (North Vancouver) Indigenous Support Teachers and Secondary Principals (All schools with Squamish Nation graduates)
October 31	3.1.2 (g)	List of Squamish Nation children	Squamish Nation Education
December	3.1.1 (b)	Aboriginal Courses	Principals (All schools with Squamish Nation students), and Indigenous Education Advisory Council
December	3.1.1 (f)	Annual Review with Secondary principals	Principals (All schools with Squamish Nation students), and SN E'E&T



December	3.1.1 (f)	Annual Review with Elementary principals	Principals (All schools with Squamish Nation students)
January 30	3.1.1 (h)	Graduation Transition to Post Sec	Squamish Nation's Employment/ Training and/or Post-secondary coordinators, School District No. 44 (North Vancouver) Aboriginal Support Teachers and Secondary Principals)
February		Based on projections	Meeting between SN and School District No. 44 (North Vancouver) re: review distribution of targeted dollars for schools with SN students
April 30	3.1.1 (i)	Between Schools Transition	Squamish Nation workers and School District No. 44 (North Vancouver) Elementary/Secondary Principals
May 30	2.2	Review Protocol Agreement	Squamish Nation and School District No. 44 (North Vancouver)
May 30	3.1.2 (h)	Pre-School Transition	Squamish Nation Education representative(s) and School District No. 44 (North Vancouver) District Principal, Learning Services, and Elementary Principals (Norgate, Westview, Lynnmour and Queen Mary)

APPENDIX B

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. Student can be First Nations, Metis or Inuit.
- 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. 44 (North Vancouver), 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 “Council” means the duly elected Chief and Council of the Squamish Nation.
- 1.6 “Constitution” is the set of rules that define the political principles, the institutions, the powers and the responsibilities of Canada.
- 1.7 “Enhancement Agreement (EA)” means a working agreement between a school district, all local Aboriginal communities, and the Ministry of Education designed to enhance the educational achievement of Aboriginal students.
- 1.8 “School District” means the area constituted under the School Act as School District #44.
- 1.9 “Superintendent of Schools” means the Superintendent of Schools of School District #44.
- 1.10 “Targeted Funding” means the funding provided to School Districts by the Ministry for Aboriginal Education Programs, and is included in the Annual Operating Grant.
- 1.11 “BAA Course” BAA courses provide an opportunity for educators to explore content beyond the boundaries of Ministry curriculum. BAA courses help educators respond to the local needs of schools and their communities, and to provide choice and flexibility for students.
- 1.12 Collaboration: means “to work together to implement the Aboriginal Education Enhancement Agreement and other educational goals agreed upon by the Parties. The ultimate objective of this collaboration is to build consensus. Both parties recognize that consensus may not always being attainable; in such case, either Party may initiate the dispute resolution process under section 5 of this Agreement.”
- 1.13 Consultation: means “a process that is jointly developed by the Parties that provides the meaningful opportunity to discuss an issue to be decided on including, but not limited to, the early sharing of information related to the issue to be decided on and, if needed, the opportunity to request further information in order to make an informed decision on the issue and includes a reasonable timeframe to properly consider all information prior to a decision being made.”



1.14 Program means a range of learning opportunities from the development of a single activity up to a complete program of studies, i.e. Diploma/Dogwood.

APPENDIX C

Note: This appendix will be reviewed annually and revised accordingly.

Content of report

Squamish Nation Student: (NO NAMES JUST DATA)

1. Graduation Rate
2. Grades 4, 7 and 10 - C+ or better in core academic courses
3. Primary year-end results - fully meeting or exceeding expectations
4. Core competencies reporting data
5. Representation in Special Education Categories
6. English 12 Provincial Exam Results



7. Foundation Skills Assessment, Grade 4 and 7
8. Career Program Data
9. Grade to Grade Transition
10. Attendance Data
11. Demographic Data – Number, M/F, Grade, School
12. Provincial and District Scholarships – Qualified for/Received
13. Extra Curricular Involvement
14. Any good news
15. Communications 12 enrollment vs English 12
16. Math course enrollment in grades 10-12
17. Suspension Data
18. Educating the educator data
19. Sense of Belonging data
20. Student success stories
21. Success Booklet – Graduation plus grade level