

**PROTOCOL AGREEMENT**  
**THE BOARD OF EDUCATION SD45 - WEST VANCOUVER (WVS) AND**  
**SKWXWU7MESH UXWUMIXW (Squamish Nation)**

"The Squamish Nation has existed and prospered within our traditional territory since time immemorial."  
*-Squamish Nation Council*

"We aspire to provide the finest educational experience in the country for the benefit of our children,  
our employees, our community and the world."  
*-WVS 2019-2022 Strategic Plan*

The West Vancouver Indigenous Education Council (WVIEC) is committed to develop, communicate, and realize the West Vancouver Schools Enhancement Agreement, to ensure Indigenous student success, and to set goals and future directions. The WVIEC commits to developing an ongoing partnership with all stakeholders in order to support the success of all students with Indigenous ancestry enrolled with West Vancouver Schools ["WVS").  
*-WVS*

"Wa chet stli7 kwis ta71taswit ta menmenchet wa esapnexw-wit ek' kwis wes nanam-wit ek' i7xw encha7  
na7 ta temixw."  
*-Squamish Elder*

"We need to educate our children so that they have the freedom to be successful anywhere in the world."  
*-Squamish Elder*

## 1. PARTIES

This AGREEMENT dated for reference the 19th day of December, 2023

BETWEEN:

SK\XWU7MESH UXWUMIXW (Squamish Nation) AND:

THE BOARD OF EDUCATION SD45 (WEST VANCOUVER) (WVS) Herein

referred to as "the Parties"

## 2. RECITALS

WHEREAS,

WVS resides on the territory of the Squamish Nation and includes the District of West Vancouver, the Village of Lions Bay, and Bowen Island. WVS' vision is *"to aspire to provide our students with the finest educational experience in the country and embrace the community values that make it possible: excellence/ inclusiveness/ accountability: ½ authenticif: ½ innovation community engagement and happiness*. WVS recognizes that they operate on the unceded territory of the Squamish Nation and that the Squamish Nation's aboriginal and treaty rights are protected under Section 35 of the *Constitution Act {1982}*.

**Recognizing** their common interests in many academic and educational fields,  
**Valuing** institutional and organizational cooperation; and  
**Wanting** to promote such cooperation and collaboration in a more structured manner.

The Squamish Nation will protect the Amalgamation and enhance the Nation's values and traditions through respect, equality, and harmony for all. Through its Education, Employment and Training Department the Squamish Nation provides services to support members that are students in the provincial public education system.

Building on the UN Declaration on the Rights of Indigenous Peoples (UNDRIP), the BC's Declaration on the Rights of Indigenous Peoples Act (DRIPA), and the Truth and Reconciliation Calls to Action, this Protocol Agreement is intended to establish a framework between the Squamish Nation and WVS to guide our work together.

NOW THEREFORE the Parties enter into this Protocol Agreement with the intention and desire to establish a cooperative and collaborative relationship for the purpose of sharing information, improving communications, strengthening of cultural awareness, guiding administrative practices, and supporting programs focused on achieving success in the education of Squamish Nation learners, setting a solid foundation for future planning and raising awareness and understanding of the Squamish Nation's assertion of title, rights and responsibilities, and the rights of WVS.

### **3. PURPOSE**

*This agreement will be rooted in the values of the Squamish Nation. The Parties enter into this Protocol Agreement with the intention and desire to continue to expand and deepen their collaborative relationship. The Parties wish to establish a clear process to guide our work together for the purpose of sharing information and knowledge, improving communications, strengthening the Squamish Nation community, strengthening cultural awareness, administrative practices, and developing programs.*

*The areas of collaboration will be focused on achieving success in the education of Squamish Nation learners, supporting community development, and providing guidance to the work of West Vancouver School District in decolonizing and indigenizing its work.*

### **4. PRINCIPLES OF COOPERATION**

*The Parties agree that the Squamish Nation and the WVS will:*

*Meet regularly, no less than annually, to promote and encourage open and constructive dialogue based on trust, honesty, respect and mutual understanding.*

*WVS will provide the Squamish Nation Council with a yearly WVS Indigenous Education Report, in the form of a Council presentation.*

*Work cooperatively to ensure that the Parties have a full understanding of each other's governing structures, capacities, traditions, roles, responsibilities, and current projects.*

*Maintain respect for the views and authority of each of the Parties.*

### **5. KEY AREAS OF SHARED INTERESTS**

*The scope of cooperation and collaboration will focus on the success of Squamish Nation students. This may include, but is not limited to the following:*

- *Support the realization of the WVS Indigenous Enhancement Agreement*
- *Support the work of the West Vancouver Indigenous Education Council*
- *Collaborate & establish priorities for the use of Squamish "targeted" funding within the Ministry of Education funding parameters*
- *Provide voice, advice, support, and input to enhance Squamish Nation student success and learning - including programs and initiatives*
- *Participate in collaborative practices to increase the opportunities for shared decision-making as it relates to the success and learning of Squamish Nation students, based on common areas of interest and responsibility*
- *Engage and facilitate the Truth and Reconciliation Commission's Calls to Action*
- *Engage and facilitate BC's Declaration on the Rights of Indigenous Peoples Act*

- Support the implementation of the curriculum with respect to Squamish Nation's knowledge, history, culture, and perspectives
- Support in-service training and professional development for all WVS employees about Indigenous culture
- Squamish Nation to provide advice & support for WVS Indigenous School Plans & Goals
- Ensure that, through strategic planning, the interests of all Squamish Nation students in the school district are met
- Discuss recruitment and retention initiatives as they concern the Squamish Nation community
- Engage in the ongoing improvement cycle as related to the WVS Framework for Enhancing Student Learning and Equity in Action work as it relates to Squamish Nation students, families, and the education objectives of the Squamish Nation and WVS strategic plans.

## **6. STRUCTURE, INFORMATION SHARING & COMMUNICATIONS**

Each organization will designate an individual as a regular point of contact, and each organization agrees to meet regularly, no less than annually, to review and evaluate activities undertaken through this agreement. Such discussions may give rise to new initiatives.

The designated point of contact for WVS will be the Director of Instruction responsible for Indigenous Education.

The designated point of contact for Squamish Nation will be the Education, Employment and Training Director.

### **Information Sharing & Communication:**

This Protocol Agreement establishes expectations and guidelines for open and transparent communications and information sharing amongst the Parties.

The Parties recognize that the success of a collaborative relationship is predicated upon open and transparent communication. It is the intention of the Parties to pursue opportunities for collaborative decision-making on common areas of interest.

The Parties acknowledge and recognize that communication and information sharing for the interests set out herein may be subject to Federal and Provincial Freedom of Information and Protection of Privacy Legislation.

## **7. TERMS OF THE AGREEMENT**

This Protocol Agreement is meant to be a guide for the lifetime of the relationship between the Squamish Nation and the WVS.

The Parties agree this Protocol Agreement shall take effect upon the date of the last signature to the agreement.

The Parties agree this Protocol Agreement is a living document and may be subject to revision from time to time by mutual consent. Both Parties agree to a periodic review. Any revisions must be agreed to in writing and adopted by resolution or by another mechanism of each respective Party.

The terms of the Protocol Agreement will remain in effect until 2043 unless terminated by a Party in accordance with the terms of this Protocol Agreement.

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 the other Party.

This Protocol Agreement is not intended to be and is not to be construed as a legally binding document.

Signing of this Protocol Agreement does not entail any material, financial or other obligation for either of the two Parties.

By signing this Protocol Agreement, both Parties are signifying the desire for future collaboration. Specific initiatives are to be considered and agreed upon, on a case-by-case basis, including the contributions and obligations of each institution. Subsidiary agreements will be signed as required.

## **8. INTERPRETATION**

Nothing in this Protocol Agreement will be interpreted as creating or denying any rights of either Party that arise outside of this Protocol Agreement.

Nothing in this Protocol Agreement will abrogate or derogate from any right or claim that Squamish Nation may have in relation to its respective aboriginal rights or title, or reserve-based rights that arise outside of this Agreement.

Nothing contained in this Protocol Agreement shall be deemed to create a partnership or joint venture between the Parties.

Neither Party shall have the authority to act on behalf of the other Party, to commit the other Party in any manner whatsoever, or to use the other Party's name in any way.

Neither Party shall be liable for any act, omission, representation, obligation, or debt of the other Party, even if informed of such act, omission, representation, obligation, or debt.

Each Party agrees that it shall not use the name, any logo, trademark or any other identifying mark in any advertising or publicity material or make any form of representation or statement in relation to the relationship without obtaining the prior written approval of the other Party.

## **9. LEGISLATIVE FRAMEWORK AND STATUTORY RELATIONSHIPS**

This Protocol Agreement does not affect any Aboriginal right, title, or interest of the Squamish Nation.

This Protocol Agreement does not prejudice or affect the WVS' rights, powers, duties, or obligations in the exercise of its functions as defined under the British Columbia School Act, and pursuant to the Local Government Act and the Community Charter as amended from time to time.

Legislation that may require consideration or impact the relationship between the Parties:

- UN Declaration on the Rights of Indigenous Peoples (UNDRIP)
- The Constitution Act (1982), particularly Section 35, which protects the Squamish Nation's inherent right to self-government.
- First Nations Jurisdiction over Education in British Columbia Act, Canada (2007)
- BC's Declaration on the Rights of Indigenous People's ACT (DRIPA)
- Federal and Provincial Freedom of Information and Protection of Privacy Acts
- In British Columbia, the Community Charter and the Local Government Act define the core authority of local governments and guide School Act.
- Indigenous Education Funding Enhancement Agreements
- BC Ministry of Education, Policy Document: K-12 Funding - Indigenous Education, 2011

**10. DISPUTE RESOLUTION**


The Parties will use their best efforts to resolve all disputes between them by direct discussions prior to referring matters to dispute resolution.


Should an impasse be reached on any opportunity, the Parties will endeavor to pursue an agreed-to form of dispute resolution so that action might be taken on that opportunity.

The dispute resolution referred to in the preceding section will be established by consensus of the Parties and may include reference to a body of elders, conciliation, or mediation. The dispute resolution process may vary depending upon the issue.

Nothing in this Agreement will prevent the Parties from dealing with other opportunities while an issue is being addressed in the dispute resolution process.

**11. SIGNATURES AND DATES**

Signed on behalf of:

<b>Khelsilem</b>
<b>Council Chair person</b>
Date: September 29, 2023

Signed on behalf of:

<b>Carolyn Broady</b> ✓ <b>Chair, West Vancouver Board of Education</b>
Date: <b>December 19, 2023</b>

\*Squamish Nation Administrative Offices, 320 Seymour Blvd, North Vancouver, BC V7J 2J3

\*\*West Vancouver School Board, 1075 21st Street, West Vancouver, BC V7V 4A9

APPENDIX: Recommended terminology & Definitions

**Enhancement Agreement (EA):** means a working agreement between a school district and all local Indigenous communities to enhance the educational achievement of Squamish Nation students.

**Protocol Agreement:** a high-level document that commits parties to the Mission, values of the Squamish nation as well as the UNDRIP principles. A protocol agreement could also outline protocol meeting commitments, dispute resolution mechanisms and enduring statutory relationships (ie. a list that shows the provincial and federal acts that also govern the relationship). A protocol agreement is meant to exist for the lifetime of the relationship and would be subject to a periodic review on the timeline of the Generational Goals of the Squamish Nation (c. every 20 years).

**Please note:** After conducting a cross analysis of the three finalized agreements with local governments (CoV, Dos and CNV), the Tana wa Chentm Chair and Council Office has concluded that they don't see any issues with this Protocol Agreement as it stands. The only key differences are:

- More Squamish Nation related recitals at the beginning that have to do with ties to land, rights, and title which are not necessarily related to School board.
- The Waiyfm ta S u7mesh principles are not included, again, this has more do with principles of reconciliation among governments rather than the functioning of a school board relationship.
- WVS does a great job embodying the desire of entering the agreement with great attention to detail.

The Tana wa Chentm Chair and Council Office team did not see these as an issue to not sign.