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KWANLIN DÜN FIRST NATION

ORDER IN COUNCIL

ORDER IN COUNCIL TITLE:

AUTHORIZATION TO NEGOTIATE BILATERAL EDUCATION AGREEMENT

THE COUNCIL ORDERS THAT the Director of Education and the Director of Governance are authorized to take any step necessary that may be required to negotiate a bilateral education agreement with Government of Yukon that is consistent with the document titled "Negotiation Instructions", a copy of which is attached to this Order and marked as Schedule 'A'.

The Seal
of the Kwanlin Dün
First Nation

Chief Sean Smith

CERTIFIED AND DEPOSITED
IN THE KWANLIN DÜN FIRST NATION
REGISTRY OF LAWS AND POLICIES

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Executive Council Office

SCHEDULE 'A'

(Order in Council OIC-2025-43)

NEGOTIATION INSTRUCTIONS

Kwanlin Dün First Nation / Government of Yukon

Partnership in the Delivery of Education Programs and Services

Bilateral Agreement

The following is a preliminary list of interests to be proposed for inclusion in an updated bilateral 'education agreement' with Government of Yukon. This preliminary list is intended to support further discussion with Council Caucus, and will be revised to incorporate any further direction received. Subsequently, the revised list will be proposed with Government of Yukon.

1. **Bilateral Relationship**
    a. YG acknowledgement that no other government or organization represents KDFN's interests related to education, unless confirmed in writing by KDFN. Note that KDFN is now a member of the Chief's Committee on Education, which actively represents and promotes KDFN's education interests.
    b. YG and KDFN active outreach and information sharing with school staff and all other relevant individuals and organizations to confirm the YG/KDFN bilateral education relationship.
    c. YG to direct 'KDFN Affiliated Schools' to work with KDFN to implement the agreement.
    d. YG to share information with KDFN regarding any significant developments at KDFN Affiliated Schools.
    e. YG to fund certain KDFN activities under the agreement. Note that YG has indicated a willingness to provide KDFN with funding under the agreement at the current level only - $389,000 per year.
2. **Application**
    a. The agreement would apply to all YG education programs and services provided within the KDFN Traditional Territory.
    b. Some KDFN activities under the agreement would be focused on 'KDFN Affiliated Schools':
        i. Elijah Smith Elementary School
        ii. Porter Creek Secondary School
        iii. F.H. Collins Secondary School
        iv. Jack Hulland Elementary School
        v. Selkirk Elementary School
        vi. Independent Learning Centre
        vii. Aurora Virtual School
        viii. Wood Street School
    c. YG to encourage and use all available levers to support schools and school boards not operated by Government of Yukon (e.g. the First Nations School Board; the Francophone School Board) to engage with KDFN on matters similar to those under the agreement.
3. **Data Collection**

a. YG and KDFN to renew engagement regarding data collection and sharing activities, to support the evaluation of the effectiveness of actions taken under the agreement, including the development of an evaluation framework and data sharing agreement.

b. YG and KDFN to collaboratively collect and review data regarding the educational experiences and outcomes of KFDN students, including:

   i. student achievement

   ii. literacy and numeracy

   iii. formal assessments

   iv. student learning plans, individualized education plans, behaviour support plans, safety plans

   v. attendance data

4. Early Childhood Education

a. YG to continue funding Dusk'a under its childcare programs.

b. YG to encourage the Child Development Centre to continue to provide staff on location at Dusk'a.

c. YG to fund an 'Early Learning Cultural Educator' at Dusk'a, including program materials and food.

5. School Age Education - Curriculum

a. YG and KDFN to work collaboratively to further develop the 'Accreditation of Yukon First Nations Cultural, Language and Traditional Knowledge Learning Policy' for students to receive educational credit for work and experiences provided by KDFN.

b. YG to consult and collaborate with KDFN when developing local curricula involving traditional ways of knowing and doing and Indigenous languages that would be delivered in the KDFN Traditional Territory.

c. YG and KDFN to collaboratively develop an enhanced variety of 'dual credit courses', including trades, languages, and post-secondary.

d. YG and KDFN to jointly engage accrediting and certifying bodies regarding formal recognition of early learning work and experiences at Dusk'a.

6. Elijah Smith Elementary School – A KDFN School

a. YG and KDFN to collaboratively undertake a detailed 'feasibility study' regarding KDFN's ownership, administration, and/or operation of Elijah Smith Elementary School, as an expression of KDFN's self-government authority. Such study to identify options, risks, necessary steps, required budgets, availability of funding, and all other policy options and considerations relevant to the development of detailed plans and timelines.

7. School Age Education – Academic Success

a. YG to require inclusion of parent/guardian and/or parent approved representative in all school-based team and Individualized Education Plan meetings involving KDFN students.

b. YG to inform and invite KDFN education staff to participate all school-based team and Individualized Education Plan meetings involving KDFN students.

c. YG to fund a year-round KDFN learning support program (i.e. tutoring).

d. YG to ensure that KDFN is able to provide necessary learning supports for KDFN students in the curricula domains of literacy and numeracy within the KDFN Affiliated Schools.

e. KDFN to be granted at least one guaranteed seat on the School Council of each KDFN Affiliated School. For clarity, KDFN to continue to be granted no fewer guaranteed seats than currently on the School Council of any school.

f. YG to ensure that KDFN requests for School Council representation are addressed in a timely manner.

g. YG to provide opportunities for KDFN's direct involvement in the hiring and evaluation of the school administration of each KDFN Affiliated Schools, as well as the hiring and evaluation of any other school staff at KDFN's discretion.

h. YG to ensure that KDFN is independently represented in any discussions relating to education facilities and programming options that are to be located within its Traditional Territory.

i. YG to ensure that every KDFN student's coursework, program selections, and graduation pathways have been explained to them and their parent/guardian by a school counsellor or administrator.

j. YG to ensure that every KDFN student has educational programs appropriate to their needs developed by involving the student's parent/guardian and/or KDFN representative.

k. YG to develop and implement a long-term safety plan for Elijah Smith Elementary School, to include the ongoing employment of a crossing guard.

l. YG to employ an additional full-time vice-principal at Elijuah Smith Elementary school, as a response to ongoing instability at the school due to frequent staff turn-over.

m. YG to recognize the particular importance of Elijah Smith Elementary School to KDFN, by ensuring KDFN is involved in decision making, informed about programs, and included in community-based events.

n. YG to support and encourage school staff and all other relevant individuals and organizations associated with KDFN Affiliated Schools to participate annually in KDFN identified, endorsed, and/or developed training courses, including but not limited to cultural awareness and unconscious bias.

8. School Age Education – Language and Culture

a. YG to engage KDFN regarding the development of culturally appropriate 'life and behaviour skills' programming, and with parent/guardian consent, will provide that programming to KDFN students.

b. YG, KDFN, and representatives of KDFN Affiliated Schools will collaboratively promote meaningful appreciation of KDFN culture, language, and ways of knowing and doing in KDFN Affiliated Schools.

c. YG to fund one or more Cultural Connectors, to provide programming to the KDFN community and KDFN Affiliated Schools.

d. YG to seek to identify and resolve any challenges related to the hiring of language teachers in KDFN Affiliated Schools. This can include promoting the Porter Creek Secondary School language coordinator position in other KDFN affiliated schools.

e. YG to make the Porter Creek Secondary School Language Coordinator pilot a become a permanent position.

9. Reporting

a. KDFN and the affiliated school administrators to work collaboratively to develop an annual report that includes relevant data and an evaluation of the effectiveness of actions taken under this Agreement.

b. YG to encourage and support the principals of Elijah Smith Elementary School, Porter Creek Secondary School, and FH Collins Secondary School to attend KDFN Council no less than once per school year to present and discuss their school growth plan.

10. Term

a. The agreement to remain in effect for three years.

11. Legal Status

a. The agreement not to be legally binding. Note that YG has previously indicated that for the Minister of Education to approve a legally binding education agreement would require a YG regulation, which is time-consuming.