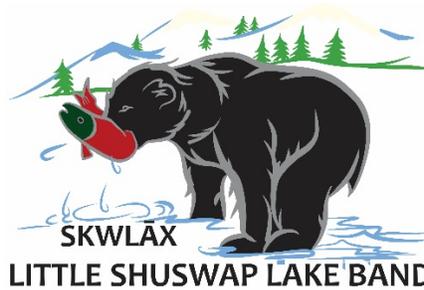


# LOCAL EDUCATION AGREEMENT



**Little Shuswap Lake Band**

**AND:**



**SCHOOL DISTRICT NO. 73**  
(Kamloops -Thompson)

**School District No. 73 (Kamloops-Thompson)**

**Effective Date: July 1, 2020 to June 30, 2025**

## LOCAL EDUCATION AGREEMENT

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THIS AGREEMENT is made and entered into this \_\_\_\_ day of February 2021 and shall be effective from the 1<sup>st</sup> day of July, 2020

BETWEEN

THE LITTLE SHUSWAP LAKE BAND

(hereinafter called the “Band”)

AND

THE BOARD OF EDUCATION OF SCHOOL DISTRICT No. 73

(hereinafter called the “Board”)

(collectively called the “Parties”)

**Value Statement:**

Little Shuswap Lake Band and School District No. 73 agree on the philosophy of “making a difference by working together”. The Local Education Agreement (LEA) will be developed and implemented based on the values of mutual respect, consensus building, and maintaining a focus on the goal of academic and personal success for Little Shuswap Lake Band students.

**WHEREAS:**

- A. On July 1, 2018, the Province of British Columbia, the Government of Canada and the First Nations Education Steering Committee entered into the B.C. Tripartite Education Agreement (“BCTEA”), agreeing to work together to make systemic shifts to support successful educational outcomes of all First Nation Students, regardless of where they live or are enrolled in a school in British Columbia, through the provision of high quality and culturally relevant elementary and secondary educational programs and services, and supported by funding that is responsive to unique needs of First Nation Students, First Nation Schools and communities.
- B. The parties to the BCTEA recognize Local Education Agreements (“LEAs”) as an integral part of the delivery of education services to First Nation Students attending B.C. Schools, as they are an important mechanism for building relationships between First Nation communities and Boards of Education and schools to support improved First Nation Student outcomes.
- C. The Parties recognize that the signing of this LEA is a step consistent with the Province of British Columbia's commitment to adopting and implementing the *United Nations Declaration on the Rights of Indigenous People* (the “UN Declaration” or “UNDRIP”) and the Truth and Reconciliation Commission (TRC) *Calls to Action* for reconciliation. In addition, the Parties agree that this approach intends to follow British Columbia’s *Draft Principles that Guide the Province of British Columbia’s Relationship with Indigenous Peoples*.
- D. The Board has the authority, under section 86 (3) of the *School Act*, to enter into agreements with a Council of a Band as defined in the federal *Indian Act*, RSC, c. I-5, or the Council of an Indian Band established by another Act of the government of Canada, with respect to the education of Little Shuswap Lake Band students.

- E. It is recognized by Little Shuswap Lake Band that the Board is the legislated authority relating to governance and the operation of public schools, school personnel and students.
- F. Little Shuswap Lake Band, pursuant to its inherent jurisdiction over educational matters, has the authority and responsibility for the education of Little Shuswap Lake Band students and desires to ensure its students all have access to, and receive, quality education that is respectful and reflective of their unique culture and history.
- G. The Parties agree that the principals, teachers and other staff in BC Public Schools have a central and important role to play in the provision of quality education programs and services and in the implementation and effectiveness of a LEA.
- H. The Parties wish to enter into this Agreement to set out the terms and conditions regarding the purchase of education services by Little Shuswap Lake Band from the Board for the Little Shuswap Lake Band students.

## 1.0 DEFINITIONS

The following definitions apply to the Agreement:

**“Aboriginal”** refers to individuals of Aboriginal ancestry who are Status, Non-Status, Metis, or Inuit.

**“Aboriginal Education Advisory Committee”** a committee of School District No. 73 that works in partnership with the Aboriginal Education Council meeting the goals of the Aboriginal Education Council Vision Statement and Enhancement Agreement.

**“Aboriginal Education Council”** means a council established by a Board of Education or School District, comprised primarily of representatives from First Nations within the School District, to provide advice to improve outcomes for Aboriginal students.

**“Additional Funding”** means funding other than core funding and targeted funding.

**“Appended Agreements”** means agreements made between the Board and individual Secwépemc Participating Bands dealing with issues specific to those Participating Bands and the Board. These agreements will be within the spirit and intent of this agreement.

**“Adaptations”** are teaching and assessment strategies especially designed to accommodate a student’s needs so he or she can achieve the learning outcomes of the subject or course and to demonstrate mastery of concepts. Essentially, adaptations are “best practice” in teaching. A student working on learning outcomes of any grade or course level may be supported through use of adaptations.

**“Adult Dogwood”** means an adult high school diploma is the British Columbia Adult Graduation Diploma (BCAGD) for adult learners (18 and older) who want to take courses in order to complete high school and obtain their adult high school diploma.

**“Attendance Protocol”** means an attendance procedure carried out at the schools in the District, which outlines the recording of attendance of students and the approach to excused and unexcused absences with the overall purpose of encouraging strong attendance necessary for success in schools.

**“BC Public School” or “BC Public School(s)”** means all public schools in British Columbia providing kindergarten to grade 12 education but does not include BC Independent Schools or First Nation Schools.

**“The Board”** means the Board of Education of School District No. 73 (Kamloops-Thompson) and signatory to this agreement.

**“Board/Authority Authorized Courses”** are courses offered by BC Public Schools to respond to the local needs of the schools and their communities while providing choice and flexibility for students, according to requirements set by the Ministry of Education.

**“Child in Care”** means a First Nation child for whom the Director of Child Welfare is the sole guardian, and the Public Guardian and Trustee manages the child's estate.

**“Dogwood Certificate or Diploma”** means the British Columbia Certificate of Graduation that is awarded by the Minister to a student upon successful completion of the provincial graduation requirements, as set out in the provincial Graduation Program and, for greater clarity, does not include an Adult Dogwood.

**“Early Leaver Prevention Plan”** means a plan of student supports, services or accommodations developed and implemented, where parental consent has been provided, in a manner consistent with the Attendance Protocol and with the purpose of re-engaging the First Nation Student and re-establishing strong attendance. The Plan applies where a First Nation Student misses more than 10% of scheduled classes in a month and will address academic, behavioural, attendance and any other relevant issues and will include interventions to be undertaken by the school, First Nation and Parents.

**“Early School Leaver”** means:

- any First Nation Student leaving school prior to the completion of Grade 12, including students who are expelled; or
- a student who has 15 unexcused absences in a month, has missed 75% in any school month, or has missed 40% of a term or semester.
- where the Early Leaver Prevention Plan has been unsuccessful, and the First Nation Student has no Inclusive Education Plan.

**“Evergreen (School Completion) Certificate”** is a school leaving certificate intended to celebrate success in learning that is not recognized in a Certificate of Graduation (Dogwood Diploma). It is used to recognize the accomplishments of students with special needs and an Inclusive Education Plan, who have met the goals of their education program, other than graduation (and not all students with special needs should be in an Evergreen Certificate Program.) The Evergreen Certificate is not a graduation credential; students who receive an Evergreen have not graduated. The Evergreen represents the completion of personal learning goals but does not represent graduation.

**“Federal Targeted”** means funding provided by the Federal Government that is intended specifically to fund education programs for First Nations Students.

**“First Nation Student Rate”** means the education costs for a First Nation Student attending a BC Public School in a School District, as calculated annually by the Ministry in consultation with FNEC and Canada (formerly the “First Nations Billing Rate”).

**“First Nation Student”** means a student who is ordinarily resident on a reserve of the First Nation in British Columbia and is eligible to be on the Nominal Roll.

**“First Nation Transportation Fund”** means the First Nation Student Transportation Fund established by Canada, British Columbia and FNEC to fund the transportation of First Nation Students to BC Public Schools, commencing in the 2019/20 School Year.

**“Funding Allocation System”** provides financial resources for the operation of the K-12 system by using data collected from schools and districts and apply formulae to ensure equity across British Columbia.

**“Indigenous Services Canada, IS, ISC or DISC”** means the federal department of Indigenous Services.

**“Inclusive Education Plan (IEP)”** means a documented plan developed for a student that describes individualized goals, Adaptations, Modifications, and the services to be provided, and includes measures for tracking achievement, as required by the provincial Individual Education Plan Order M638/95 and addressed in the Ministry of Education *Special Education Services: A Manual of Policies, Procedures and Guidelines (March 2011)*, as may be amended from time to time.

**“Informed Consent”** refers to the provision of approval or assent, particularly and especially after thoughtful consideration, and after receiving all relevant information that is not unreasonably withheld. In the context of assessment and placement and education referrals, Informed Consent requires that the Parent be informed of:

- the assessment procedures to be carried out.
- the information to be collected.

**“Little Shuswap Lake Band”** is a signatory to this agreement.

**“Ministry”** means Ministry of Education.

**“Parents”** means:

- a) the parent,
- b) The guardian of the student or child,
- c) The person legally entitled to custody of the student or child,
- d) The person who usually has the care and control of the student or child or,
- e) A designate of the Parent or legal guardian.

**“School Act”** means the British Columbia School Act, RSBC 1996, Chapter 412.

**“School District”** means the area constituted under the School Act as School District No. 73 (Kamloops-Thompson).

**“School Year”** means a twelve-month period commencing July 1 and ending on June 30 of the following year.

**“Secwepemctsin”** means the Secwépemc Language.

**“Service Plan”** is an education plan developed by the School-Based Team for a student who does *not* meet the criteria for an IEP but is considered to be a Vulnerable Student.

**“Staff”** means persons employed by the Board who work directly with Aboriginal students.

**“Targeted Aboriginal Education Funding”** means the funding provided to the School District by the Ministry of Education targeted for school age students of Aboriginal ancestry participating in Aboriginal Education Programs and Services offered by public schools, which must be spent on the provision of these programs and services.

**“Tuition Fees”** means the Tuition Funding per student received from Indigenous Services by the First Nation, which the First Nation pays to the Board for the purchase of education services, including any mandatory School Fees, for students in the School District at the rate set out by the Ministry of Education in its fiscal framework for a given School Year.

**“Tuition Funding”** means the Tuition Funding received by the First Nation from Indigenous Services Canada for the education of First Nation Students in the School District who are on the Nominal Roll, which is invoiced for by the Board as per the First Nation Student Rates established by the Ministry annually and as determined by the snapshot date of September 30<sup>th</sup>.

**“Vulnerable Student”** means a student who has been identified as finding learning more challenging based on the following factors: not meeting learning outcomes, significant absence from school, not transitioning to the next grade, failing courses, behaviour issues, under suspension, not at grade level and/or is a child in care.

## **2.0 GUIDING PRINCIPLES**

Subject to the provisions of Section 86(3) of the School Act of British Columbia and any other federal or provincial legislation recognizing Little Shuswap Lake Band jurisdiction over education, Little Shuswap Lake Band and the Board wish to recognize a LEA which will afford Little Shuswap Lake Band the opportunity for jurisdiction and greater participation and influence over the education of their students in School District No. 73. Principles stated herein reinforce the importance of Secwépemc culture and language in the education of Little Shuswap Lake Band students.

### **2.1 Reconciliation and Collaboration in First Nations Education**

2.1.1 First Nations education in British Columbia is highly complex and engages federal, provincial and First Nations authorities in roles and responsibilities. Therefore, this requires collaboration and cooperation to ensure that all Little Shuswap Lake Band students are supported to achieve successful education outcomes.

2.1.2 The gap in educational outcomes between Little Shuswap Lake Band and Non-First Nation students is a persisting legacy of colonialism, and concerted efforts and proactive measures are required to eliminate this gap and contribute to a reconciliation in education.

2.1.3 The Parties have a shared interest and priority in supporting excellence in First Nations Education, including supporting Little Shuswap Lake Band students to fill their educational potential by having access to and receiving quality education that is respectful and reflective of their unique culture and history.

- 2.1.4 Little Shuswap Lake Band students have a right to quality education within a safe environment that meets individual needs, and respects and complements Secwépemc culture and traditions shared by knowledgeable cultural experts who are agreed upon by Little Shuswap Lake Band. This includes safety from racism, bias, marginalization, bullying and stereotyping.
- 2.1.5 The Parties confirm policies, practices, and appropriate measures to create a safe, learning environment.
- 2.1.6 Maximizing the educational opportunities and benefits and promoting success for Little Shuswap Lake Band students will occur through regular and ongoing engagement between the Board, Little Shuswap Lake Band and the school(s) particularly with Parents, Elders, community administrators and support staff.
- 2.1.7 Little Shuswap Lake Band wants to ensure that the Board's policies and curriculum reflect a positive view of Secwépemc cultural goals, values and traditions and will be designed to enhance the learning experience of all students.
- 2.1.8 Secwépemc families and communities have the right to retain shared responsibility for the upbringing, training, education and well-being of their children, consistent with the rights of the child, and Indigenous peoples have the right to establish and control their educational systems and institutions providing education in their own languages, in a manner appropriate to their cultural methods of teaching and learning.
- 2.1.9 Recognition and appreciation of the unique Little Shuswap Lake Band culture and tradition, enabling cross-bridging between Little Shuswap Lake Band students, community, school(s) and district staff and the School District is necessary for a genuine understanding and respect of each other. This is essential in creating an environment of acceptance, safety, understanding and respect of all cultures and beliefs.
- 2.1.10 Effective Board policies, regulations, practices, district and school learning plans, the LEA, Enhancement Agreement, and AEC Strategic Plan are necessary to operationalize student achievement practices and ensure Little Shuswap Lake Band students' success.
- 2.1.11 Strong Board policies, regulations, practices, district and school learning plans, curriculum and instruction are necessary to promote a common understanding of Little Shuswap Lake Band cultural values and tradition by school and district staff.
- 2.1.12 Little Shuswap Lake Band plays a central role in the education of their students, regardless of which school they attend.

## **2.2 Shared Accountability and Data Sharing**

- 2.2.1 LEAs are more than a mere financial transaction and serve as a core shared accountability mechanism for both First Nations and Boards of Education regarding First Nations education in the BC Public Schools.
- 2.2.2 Timely and relevant data is required to inform decision-making to support Shuswap Lake Band students.

### 3.0 MANAGEMENT OF LEA: Implementation, Monitoring and Review

#### 3.1 LEA Management Team

- 3.1.1 The Parties hereby establish a joint LEA Management Team responsible for overseeing the implementation of this agreement, with representation from the Band and the Board.
- 3.1.2 The Parties agree to develop Terms of Reference for the LEA Management Team to include:
  - 3.1.2.1 The Membership of the LEA Management Team;
  - 3.1.2.2 The roles and responsibilities of the LEA Management Team (e.g. managing the Implementation of this Agreement including delegating tasks as appropriate);
  - 3.1.2.3 Requirements that the LEA Management Team develop and finalize an LEA implementation plan for approval by the Parties within 20 days and which, upon approval, will be appended to this agreement. The implementation plan will include intended outcomes and a plan for carrying out this LEA agreement;
  - 3.1.2.4 The Parties are to jointly review the intended outcomes and implementation plan of this LEA during October and February of each year;
  - 3.1.2.5 The parties encourage Chief and Council elected officials and the Board to meet once a year. A positive relationship between Little Shuswap Lake Band leadership and the Board assists to promote student achievement.

### 4.0 BOARD RESPONSIBILITIES

During the term of this Agreement, Little Shuswap Lake Band and the Board will work together to achieve the goals of the AEC. The AEC Terms of Reference can be found here under [Board Policy 16:](#)

#### The Board agrees to:

- 4.1 Increase awareness of Secwépemc culture among all students, and to provide for the integration of Secwépemc cultural values as well as information about the Secwépemc People in all curriculum areas;
- 4.2 Work together with other stakeholder groups within the School District including teachers, administrators, and support staff, in order to enhance educational opportunities and promote success for Little Shuswap Lake Band students;
- 4.3 Spend Aboriginal Education (Targeted) Funds on Aboriginal Education Programs and Services identified through the direct involvement of Aboriginal communities working with the Board to support the success of Aboriginal students;
- 4.4 Enrol and assist in providing to Little Shuswap Lake Band students, quality academic programs in accordance with the School Act, and orders thereunder, and culturally relevant programs in appropriate curricula;

- 4.5 Collaborate with the Little Shuswap Lake Band to seek out external funding for the selection and training of staff associated with the delivery of educational programs to Little Shuswap Lake Band students;
- 4.6 Provide, by June 30 of each year, notice to Little Shuswap Lake Band of planned changes in student grade placements or timetable systems planned by the Board for the September school opening and by March 31 any planned changes in instructional offerings to Little Shuswap Lake Band students.
- 4.7 To have Little Shuswap Lake Band involved in the development of the School District's Strategic Plan and the Aboriginal Education Enhancement Agreement through involvement in Parent Advisory Councils and the Aboriginal Education Council.
- 4.8 To make available to Little Shuswap Lake Band information about the programs and practices of the school system.

## **5.0 SCHOOL RESPONSIBILITIES**

- 5.1 Communicate details of this Agreement and plan, including its intent, objectives and ongoing principles for implementation by school administration and staff (principals, vice-principals, teachers, Aboriginal education staff and all other support staff within the School District).
- 5.2 Little Shuswap Lake Band's input will be requested by school principals towards School Learning Plans.
- 5.3 Promote and support effective professional development focused on Little Shuswap Lake Band's history, language, and culture and to raise the awareness of Secwépemc culture and Indigenous best practices for Little Shuswap Lake Band students.
- 5.4 LEA schools will meet two times a year with the Little Shuswap Lake Band staff.
- 5.5 Should a Little Shuswap Lake Band student drop out, be suspended or be expelled from the School District and should the student wish to continue with an educational program, whether it be by correspondence, distance education or tutoring/tutorial support or other appropriate educational activity, the Board must involve the Little Shuswap Lake Band in creating a plan to support the student with an educationally appropriate plan.
  - 5.5.1 Alternatively, arrangements for programming can be made between the Band Education Representative and the school principal. If additional financial adjustments or authorization are required, the matter will be referred to the Superintendent's office and the Education Manager of Little Shuswap Lake Band. The Board and the Little Shuswap Lake Band have joint responsibility to keep Nominal Roll students and the Little Shuswap Lake Band Parents informed of intents and decisions at all who volunteer or are contracted.

## **6.0 LITTLE SHUSWAP LAKE BAND RESPONSIBILITIES**

- 6.1 Little Shuswap Lake Band agrees to communicate details of this Agreement and plan, including its intent, objectives and ongoing principles for implementation by education administration (Education Manager and staff, Parents, students, and Elders).

- 6.2 Promote the active participation and involvement of Parents and develop and implement programs to engage Parents and other community members with periodic reviews of the education of their children. This will include any available processes or forums in the School District (such as parent clubs and other committee processes) and School District meetings or school activities.
- 6.3 Encourage and support Little Shuswap Lake Band students to participate in extracurricular and sports activities as per Section 17.6 – Transportation of the BCTEA.
- 6.4 Subject to receiving Tuition Funding from Indigenous Services Canada, pay the Board the Tuition Fees received from the federal government as agreed to and set out in Section 20.0 of this Agreement.
- 6.5 Little Shuswap Lake Band agrees to keep themselves informed about the programs and practices of the BC Public School System, and as needed and when resources permit, provide extra tutoring support for Little Shuswap Lake students.
- 6.6 Little Shuswap Lake Band’s AEC representative is to communicate AEC information (i.e. district activities or initiatives) to Chief and Council, the Education Committee, staff, community, and Parents.

## **7.0 CURRICULUM DEVELOPMENT, CULTURE AND EDUCATION RESOURCES**

- 7.1 Both parties agree to work together to implement culturally appropriate strategies and processes to improve on curricula, and to ensure that curricula is relevant for Little Shuswap Lake Band students as well as for the benefit of all students.
- 7.2 Little Shuswap Lake Band and the Board agree to work in partnership to introduce more Secwépemc culturally relevant materials and activities in all subject areas, for all Little Shuswap Lake Band students and for events and ceremonies sponsored by the schools and with consideration of parental approval where appropriate (ie: First Nations studies and First Nations content).
- 7.3 Both parties agree to continue to improve and develop local curricula in Secwépemc studies, culture and language and infuse Indigenous perspectives and content in history, language arts, social studies, science, math, fine arts, etc. This also supports integration across the curriculum, and promotes an understanding and appreciation for the history, culture and language of the Secwépemc.
- 7.4 When and where appropriate, both parties agree to collaboratively provide personnel for:
  - Curriculum Development (culturally appropriate curriculum and resources)
  - Professional Development on Little Shuswap Lake Band cultural awareness training
  - Coordinate the delivery and implementation of the curriculum relevant to Little Shuswap Lake Band culture
  - Work Experience and Apprenticeship Programs
  - Knowledge Keeper’s Initiative
- 7.5 The Board and the Little Shuswap Lake Band agree to work together to ensure curriculum developed is sensitive, relevant and respects the Secwépemc culture, drawing from the expertise of the local community:
  - 7.5.1 Purchase or develop curriculum resource materials for Indigenous subject courses such as

First Nations Studies or other courses with First Nations content, including residential school curriculum.

- 7.5.2 Offer the opportunity for students to enrol in First Peoples 10, 11, 12, BC First Peoples 12 and Contemporary Indigenous 12, provided sufficient enrolment requirements are met.
  - 7.5.3 Seek to identify measures for ongoing improvements to programs and school performance.
  - 7.5.4 In consultation with Little Shuswap Lake Band provide Secwepemctsin and as a credited course in high school if possible.
  - 7.5.5 The Board and Little Shuswap Lake Band agree to collaborate on grant applications to benefit students with their academic, social, cultural, emotional, health and well-being.
- 7.6 The Board and Little Shuswap Lake Band will ensure that Ministry policies and the curriculum developed in schools follow UNDRIP and Truth and Reconciliation Principles:
- 7.6.1 The Parties will, with the Little Shuswap Lake Band providing leadership and direction, work together to address the history of the residential school system through the development and implementation of curriculum, material and resources, and through professional development and implementation of curriculum, materials and resources, and through professional development opportunities, in a sensitive and appropriate manner.
- 7.7 The Board recognizes that the Secwépemc are the rightful owners of their respective language and culture.
- 7.8 With regard to intellectual property rights, the Parties acknowledge Article 31 of UN Declaration:
- 7.8.1 Indigenous peoples have the right to maintain, control, protect and develop their cultural heritage, traditional knowledge and traditional cultural expressions, as well as the manifestations of their sciences, technologies and cultures, including human and genetic resources, seeds, medicines, knowledge of the properties of fauna and flora, oral traditions, literatures, designs, sports and traditional games and visual and performing arts. They also have the right to maintain, control, protect and develop their intellectual property over such cultural heritage, traditional knowledge, and traditional cultural expressions.
  - 7.8.2 In conjunction with indigenous peoples, States shall take effective measures to recognize and protect the exercise of these rights.
- 7.9 Consistent with Article 31 of the UN Declaration, the Parties agree that:
- 7.9.1 Little Shuswap Lake Band retains any intellectual property and copyrights of any curriculum content developed in collaboration or cooperation with them regarding their Secwépemc languages, cultural heritage, traditional knowledge, and cultural expressions;
  - 7.9.2 The use of such information is intended to be for instructional purposes only at a local level and for the School District's staff's professional development purposes; and

7.9.3 Any other proposed or intended use requires written consent from Little Shuswap Lake Band.

**7.10 Access to School District Activities:**

7.10.1 The Board will encourage the Kamloops Thompson Teacher’s Association, the Canadian Union of Public Employees Local 3500, and the Kamloops Principals and Vice Principals Association to extend an invitation to participate in appropriate professional meetings, conferences, and sessions.

7.10.2 The Board will invite Little Shuswap Lake Band to participate in mutually agreed upon extracurricular activities.

7.10.3 The Parties will develop an orientation program for the Little Shuswap Lake Band students transferring to schools in the School District.

7.10.4 The Board and Little Shuswap Lake Band will encourage the mutual use of resource materials to enhance the educational and cultural development of students and staff

**7.11 Access to Little Shuswap Lake Band Activities:**

7.11.1 Little Shuswap Lake Band will invite and advise the Board of educational and culturally relevant activities that may be of interest to the School District’s teachers, administrators, and other staff in the School District.

**8.0 DOGWOOD GRADUATION**

8.1 The Board and Little Shuswap Lake Band will encourage and support each Little Shuswap Band student who can achieve the Dogwood Diploma to pursue that graduation credential.

8.2 For greater clarity, the Board will ensure the intentional or unintentional streaming or marginalization of Little Shuswap Lake Band students is not tolerated and that each and every capable Little Shuswap Lake Band student is placed in an educational program that leads to graduation with a Dogwood Diploma and a full range of opportunities, such as training, post-secondary education and employment.

8.3 The Board and the Little Shuswap Lake Band will ensure Little Shuswap Lake Band students and their Parents are provided with information about the implications of a Dogwood Diploma, as compared with the Adult Dogwood Diploma and other school leaving certificates, to support informed decision-making by those Little Shuswap Lake Band students and Parents.

8.4 The Board will ensure there is appropriate and timely (i.e. early) counselling support for career and post-secondary education planning available to Little Shuswap Lake Band students. This will include both parental and student involvement. Little Shuswap Lake Band will provide Little Shuswap Lake Band students with information on scholarships and bursaries.

## 9.0 IDENTIFICATION OF LSLB STUDENTS REQUIRING SPECIAL EDUCATION ASSESSMENT

- 9.1 In order to ensure that Little Shuswap Lake Band students are appropriately identified as requiring Inclusive Education supports, the Board will ensure school(s) work with the Little Shuswap Lake Band and Parents to ensure appropriate and transparent ongoing informal assessments of Little Shuswap Lake Band students to identify those who may require more formal special education assessment.
- 9.2 In particular, the Board and the Little Shuswap Lake Band will jointly review and determine the criteria and processes used for the identification of kindergarten Little Shuswap Lake Band students who may require assessment and additional supports or services, recognizing that early identification is necessary to promote student success, and, for a Little Shuswap Lake Band student who is identified as having a diverse need before entering a school, the Little Shuswap Lake Band student's assessment and programming information will be requested immediately upon enrolment to permit appropriate and effective planning and implementation of relevant interventions.
- 9.3 In cases where a Little Shuswap Lake Band student is identified as likely having diverse abilities or a disability upon enrolment in kindergarten, or when transferring into a school at a later grade level, or when a Little Shuswap Lake Band student has an obvious disability that has not been previously assessed, the Board will ensure there is a timely determination of the need for assessment and/or intervention plan.

## 10.0 STUDENT RECORDS

*Note: The following information is collected under the authority of the School Act, Section 13 and this is information that will be used for educational purposes. The information collected will be protected consistent with the Freedom of Information and Protection of Privacy. (FIPPA).*

- 10.1 The Parties recognize and support the authority of Little Shuswap Lake Band Parents to permit the release of student records (including report cards) to the Bands.
- 10.2 The Band and the Board agree to provide copies of Permanent Records and complete student files of students transferring from a Band School and schools within the School District.

## 11.0 SPECIAL EDUCATION ASSESSMENT AND PLACEMENT

- 11.1 The Parties agree that special education assessment and placement of, or timetable changes or new timetables for, Little Shuswap Lake Band students will follow the School District referral process, and the Ministry of Education [Special Education Services: A Manual of Policies, Procedures and Guidelines](#) as amended from time to time.
- 11.2 For greater clarity:
  - 11.2.1 Prior to the placement of a Little Shuswap Lake Band student in an Inclusive Education program, a Psychological Education Assessment must be completed, with parental consent, that identifies the Little Shuswap Lake Band student as requiring supports and services;
  - 11.2.2 Prior to diversion of a Little Shuswap Lake Band student to an Evergreen Certificate path, a Psychological Education Assessment must be completed, with parental consent, and must identify the Little Shuswap Lake Band student as having an intellectual disability; and

- 11.2.3 The results of the assessment must be provided to and discussed with the Parent of that Little Shuswap Lake Band student, the School-Based Team, and the Little Shuswap Lake Band support staff as may be designated by the Little Shuswap Lake Band student's Parent.

## 12.0 SPECIAL EDUCATION PROGRAMMING

- 12.1 As soon as practical after a Little Shuswap Lake Band student has been identified as having diverse abilities or a disability:

- 12.1.1 Appropriate supports and services will be identified to ensure that the Little Shuswap Lake Band student obtains an education that is most appropriate for their needs, and in regular classroom environments as much as possible;

- 12.1.2 The assessment results and educational services to be provided to the Little Shuswap Lake Band student will be outlined in an Inclusive Education Plan (IEP), which must be completed with parental consent and involvement, for the purpose of assisting school staff to provide supports and services for the Little Shuswap Lake Band student;

- 12.1.3 A Little Shuswap Lake Band student with diverse abilities or disabilities will take an active role in the design of their IEP to the maximum extent that their developmental level and ability permit, noting that factors affecting Little Shuswap Lake Band student participation in the development of an IEP will include: age, level of maturity, and capacity for sustained, considered deliberation based on awareness of possibilities and consequences;

- 12.1.4 A written report stating the reason for placement of the Little Shuswap Lake Band student, and the educational opportunities gained and lost by such placement, must be provided to the Parent and Little Shuswap Lake Band Support Staff as may be designated by the Little Shuswap Lake Band student's Parent;

- 12.1.5 In cases where the Parent appoints a delegate, the Parent and the delegate will receive a copy of the IEP; and

- 12.1.6 In the event that the Parent declines to be involved in the IEP process and does not choose to appoint a delegate, the Board will ensure that the School District will make every effort to ensure that the Little Shuswap Lake Band students' needs are fully met.

- 12.2 In developing an IEP, standards for students with diverse abilities or disabilities will be developed with high and appropriate expectations for achievement, and Little Shuswap Lake Band students with IEPs will be expected to achieve all of the regular curricular competencies and/or outcomes, with supports.

- 12.3 The Board will ensure the schools work with Parents and, with their consent, the Little Shuswap Lake Band, to:

- 12.3.1 Collaboratively identify any adaptations made to a Little Shuswap Lake Band student's educational program;

- 12.3.2 Ensure that any Modifications are made to a Little Shuswap Lake Band student's educational program only when necessary and only when Adaptations have been tried and have proven

insufficient to meet the Little Shuswap Lake Band student's needs, and only with the Informed Consent in writing of the Little Shuswap Lake Band student's Parent, or their designate; and

- 12.3.3 If a Little Shuswap Lake Band student has been put on a non-Diploma Evergreen Certificate path, ensure that the Little Shuswap Lake Band student's program: is documented in an IEP; wherever possible, aligns as closely as possible with a graduation diploma program; and supports learning outcomes that match, as closely as possible, the learning outcomes of the applicable course, even when modified.
- 12.4 When requested, the Parent and, where appropriate and feasible, Little Shuswap Lake Band students will have every opportunity to meet with school staff about the IEP and the Little Shuswap Lake Band student's educational program within a reasonable timeframe, and with an attempt to meet within two weeks of the request being made to school personnel.
- 12.5 The Board will ensure schools offer each Little Shuswap Lake Band student who has diverse abilities or disabilities relevant learning activities, in accordance with the student's IEP.
- 12.6 Little Shuswap Lake Band student progress reports on their educational achievement in an Inclusive Education program or on an Evergreen Certificate path must be provided to the Parent and Little Shuswap Lake Band Support Staff as designated by the Little Shuswap Lake Band student's Parent, according to the same student progress reporting schedule as followed by the school and, in any event, not less than at the end of each term during the placement.
- 12.7 The Board will ensure that Parents are advised:
  - 12.7.1 Of their right to request a change to the placement of a Little Shuswap Lake Band student in an Inclusive Education program or on an Evergreen Certificate path;
  - 12.7.2 That if the Parent wishes to request a change in a placement decision, they may file such a request in accordance with applicable Board bylaws, policies and/or procedures; and
  - 12.7.3 Where the Parent files a request, the Parent may request, and receive, support in the process from the Little Shuswap Lake Band.
- 12.8 The Parties agree that IEPs are not intended to be static and will be reviewed and revisited at least bi-annually in collaboration with the Little Shuswap Lake Band student, the Parent, and the Little Shuswap Lake Band Support Worker (by Parent request), and the IEP will be either be updated, revised, or concluded (where it is determined that the Little Shuswap Lake Band student no longer requires an IEP).
- 12.9 For greater certainty, the Parties agree that an IEP will only be put in place under sections 12.1 to 12.6 and it will only be updated, revised or concluded under section 12.7 to 12.8 where the prior Informed Consent of the Parent has been obtained.
- 12.10 The Parties agree that, in the case of all Ministry categories that are consistent, Inclusive Education Plans for Little Shuswap Lake Band students with diverse needs will be recognized and used as part of the planning process when those Little Shuswap Lake Band students transition between Band Schools and public schools.

### **13.0 VULNERABLE STUDENT PLACEMENT**

- 13.1 The Board will ensure that schools work with Parents and the Little Shuswap Lake Band to identify vulnerable students and, where identification of a Little Shuswap Lake Band student as a vulnerable student is supported by evidence and demonstrated need, that a Service Plan will be created with parental consent and involvement, and regularly reviewed, for that Little Shuswap Lake Band student.

### **14.0 CHILDREN IN CARE**

- 14.1 The Board will ensure appropriate learning plans and supports are identified and provided for Children in Care.
- 14.2 The Board will ensure appropriate staff are designated to be responsible for maintaining communications with the Little Shuswap Lake Band regarding Children in Care who are Little Shuswap Lake Band students.
- 14.3 The Parties will make best efforts to work with supporting agencies to ensure appropriate supports are implemented for Little Shuswap Lake students who are Children in Care. These are understood and supported by Little Shuswap Lake Band Parents, school staff and Government officials, agencies or programs.

### **15.0 STUDENT CONDUCT & SAFETY**

- 15.1 The Parties will work together to implement Board policies, practices and other appropriate measures to create a safe learning environment, including safety from racism (students and staff), discrimination, indifference, bias, marginalization, bullying and stereotyping for all students attending in the District.
- 15.2 The Parties support and encourage positive, responsible, equitable and respectful behaviour.
- 15.3 With written consent of a Little Shuswap Lake Band student's Parent, the Board will notify the Little Shuswap Lake Band of disciplinary action and potential escalation of disciplinary action in relation to that Little Shuswap Lake Band students, and provide to the Little Shuswap Lake Band a copy of all correspondence related to the discipline of said Little Shuswap Lake Band students by the school administrator (principal or vice-principal).
- 15.4 The Board will direct schools to take a team approach with Little Shuswap Lake Band representatives when dealing with general disciplinary issues involving Little Shuswap Lake Band students. This includes the exploration of alternative approaches for the management of discipline. This could include such practices as restorative justice.
- 15.5 Discipline for all students including Little Shuswap Lake Band students shall be in accordance with the School Act (6.1 a, b) and the Board of Education Administrative Procedure 350 and conduct for each school approved by the Board and the Appeal Bylaws of the Board with due consideration given to the recommendations on discipline policy provided by the Band including alternative approaches. See clause 15.4.

## 16.0 CULTURAL AWARENESS & HIRING IN THE SCHOOL DISTRICT

- 16.1 The Board, in cooperation with the Band, agrees to promote a greater awareness and inclusion of and respect by all School District staff and contractors for the First Nation's unique language, culture and history through its policies, practices, plans, curriculum and instruction.
- 16.2 As per the BC Tripartite Education Agreement, at least one non-instructional day every school year during the term of this agreement will be focused on enhancing Aboriginal Education student outcomes commencing in the 2019-2020 school year.
- 16.3 The Board will ensure that the Band has an opportunity to be meaningfully involved in the School District's recruitment and hiring process for personnel, and in particular those positions that have a significant impact on the Little Shuswap Lake Band students, including, Aboriginal Education Workers, Aboriginal District Principals, Aboriginal Education Teachers, classroom teachers, principals and vice-principals.
- 16.4 The Board agrees to work toward increasing the number of staff of Aboriginal ancestry with priority given to Secwépemc persons working with Little Shuswap Lake Band students consistent with Human Rights legislation. The Board will ensure that Little Shuswap Lake Band has an opportunity to be meaningfully involved in the School District's hiring process for personnel. For those positions that have a significant impact on the Band students. See Aboriginal Hiring Protocol under [Board Policy 16](#).
- 16.5 The Board will invite Little Shuswap Lake Band to assist with the special reference to Elders and Traditional Knowledge Keepers. The Parties will ensure that the traditional protocols of Little Shuswap Lake Band are adhered to and respected as per the Elders and Knowledge Keepers Program Protocol under [Board Policy 16](#).
- 16.6 The Board will respect the role of Little Shuswap Lake Band Education staff and will provide them with the use of facilities if available to accomplish their work with students.

## 17.0 TRANSPORTATION

- 17.1 In order to access the Little Shuswap Lake Band Transportation Fund, the Parties will identify Little Shuswap Lake Band students' transportation needs and jointly develop and submit annually to the BC Tripartite First Nation Student Transportation Committee, a Joint Student Transportation Plan setting out how the Parties will ensure Little Shuswap Lake Band students have reliable and safe transportation services to the relevant school, including contingency measures for unexpected circumstances.
- 17.2 The Board agrees that, once transportation services are implemented pursuant to an approved Joint First Nation Student Transportation Plan with Little Shuswap Lake Band, the Board will not make changes to those services without written agreement of Little Shuswap Lake Band.
- 17.3 As per Schedule G of BCTEA, in the event that the Parties determine they need to revise their Joint First Nation Student Transportation Plan, and that the revisions require further funding, they may submit a revised plan to the BC Tripartite First Nations Student Transportation Committee.

- 17.4 Where the Parties make amendments to their Joint First Nation Student Transportation Plan, or agree to changes in transportation services, they will ensure that Little Shuswap Lake Band Parents receive notice within a reasonable time in order to respond to any such changes.
- 17.5 The Board agrees that Little Shuswap Lake Band students will not be penalized and will be supported in the event of absences or late arrivals due to transportation challenges.
- 17.6 If BCTEA Parental Transportation Assistance funding is allocated to Little Shuswap Lake Band through a joint submission, Little Shuswap Lake Band Parents who drive student(s) to an extracurricular activity can apply through the band to receive this assistance. Little Shuswap Lake Band and the School District will work together to determine a process that works for both parties which includes establishing a reasonable allowance for mileage and set reporting requirements.

## 18.0 REPORTING

### 18.1 Periodic Reports:

18.1.1 The Board will provide to the Little Shuswap Lake Band three times each year:

- i) The number of Little Shuswap Lake Band students enrolled in early learning programs, Strong Start, alternate programs, secondary courses, and ungraded programs.
- ii) A summary of the number and nature of Little Shuswap Lake Band students with IEPs placed in Modified or Adapted programs.
- iii) The number of Early School Leavers and information on supports implemented to prevent early leaving.
- iv) The number of withdrawals of Little Shuswap Lake Band students and information on supports implemented to prevent expulsion.

### 18.2 Annual report:

*Note: The following information is collected under the authority of the School Act, Section 13 and 79. This information will be used for educational programming as required. The information collected will be protected consistent with the Freedom of Information and Protection of Privacy Act (FIPPA).*

18.2.1 In January of each year, the Board will produce and provide to the Little Shuswap Lake Band an annual report respectful of privacy laws outlining the provision of educational programs to Little Shuswap Lake Band students under this Agreement including the content in the Periodic Report, as well as:

- i) Financial reports related to this Agreement, which are prepared by the Board in the regular course of its operation and which include a copy of the tuition payments.
- ii) A complete financial report on the Targeted Aboriginal Education Funding, which includes:
  - a. the number of staff employed using Targeted Aboriginal Education Funding, Additional Funding and Special Education Funding and designated to work with Little Shuswap Lake Band students;

- b. the proportion of the staff's time spent working directly with Little Shuswap Lake Band students; and
  - c. the staff's duties and responsibilities.
- iii) measures of success of Little Shuswap Lake Band students through aggregate results for achievement including but not limited to the following:
  - 1. attendance rates (to include suspensions and expulsions)
  - 2. percentage of students who are on track or extending for reading, writing and numeracy in grades 4 and 7 in the Foundations Skills Assessment
  - 3. participation rates for the Foundations Skills Assessments
  - 4. grade to grade transition rates
  - 5. student retention rates
  - 6. graduation and six-year graduation rates
  - 7. measure and track students and program performance
  - 8. proportion of students awarded a BC School Completion Certificate
  - 9. six-year completion (graduation) rate for students in an Alternate program
  - 10. grades 10 to 12 math course participation rates
  - 11. provincial assessment results
  - 12. data related to assessments required for graduation purposes and other supports for successful transition to post-secondary education
  - 13. number of First Nation Students eligible to move on to post-secondary education
  - 14. participation rates in extra-curricular activities
- iv) The Board will host a gap analysis review annually; at a mutually agreed upon date with Little Shuswap Lake Band Education Representatives to review the report, address concerns, and make necessary amendments.
- v) Any other provisions the Parties agree are useful/necessary.

18.3 The Board and Little Shuswap Lake Band will share two Nominal Roll student counts (September 30 & February 28) with the Ministry each school year.

18.4 The Board will share with the AEC its' annual report to the Ministry on the spending of all Little Shuswap Lake Band student Transportation Funding received and the amount of funding spent.

18.5 Subject to the *Freedom of Information and Protection of Privacy Act*, upon request, the Board will provide Little Shuswap Lake Band community-specific student data to help inform them about their students' progress, and to generate discussions between the Little Shuswap Lake Band and the Board on supporting Little Shuswap Lake Band students.

18.6 Little Shuswap Lake Band may initiate the implementation of any formalized option agreed upon by FNEC and British Columbia, which may include an Information Sharing Protocol between the Board and the Band, to facilitate the provision and use of available Little Shuswap Lake Band student-specific data.

## **19.0 COMMUNICATION**

- 19.1 The Parties recognize the need for excellent communication and will establish agreed upon means for the successful and effective implementation of this Agreement, which may include, but not be limited to, regularly scheduled meetings and contact through newsletters and other correspondence, as appropriate.
- 19.2 The Parties recognize the need for effective and ongoing communication with Little Shuswap Lake Band Parents in the support of their child's successful education experience, and the Parties will advise Little Shuswap Lake Band Parents of opportunities for input and involvement in their child's education, such as course selection dates, reporting periods, parent-teacher interviews, application deadlines and procedures for post-secondary education.
- 19.3 The Parties always have the joint responsibility to keep the Little Shuswap Lake Band students and Parents informed of intents and decisions. The best interest of the Little Shuswap Lake Band students will guide all decisions made by the Board and the Little Shuswap Lake Band.
- 19.4 The Board and Little Shuswap Lake Band will maintain excellent communication through regular meetings of appropriate School District personnel with Little Shuswap Lake Band Parents or legal guardians and Little Shuswap Lake Band Education staff. The Parties will work together to develop strategies to engage Parents in school events (i.e. parent teacher meetings, etc.).
- 19.5 Over and above regular meetings, the Parties agree that meetings can be held at any time to address issues, plan and carry out initiatives to advance education.
- 19.6 Little Shuswap Lake Band and the Board agree that the Little Shuswap Lake Education staff and the principal(s) of schools that Little Shuswap Lake Band students attend, are committed to continuous improvement in student achievement and student success and will communicate continuously in all education matters of Little Shuswap Lake Band students.

## **20.0 TUITION PAYMENT**

- 20.1 For eligible First Nation Students on the Nominal Roll attending schools operated by the Board on September 30th, and for whom the Band has received Tuition Funding from Indigenous Services Canada, the Band will pay to the Board the Tuition Fees amount in accordance with this section 12.0 of this Agreement. The Band agrees to pay Tuition Fees to the Board, on a pro-rated basis for any First Nation Student on the Nominal Roll for whom the Band receives Tuition funding from Indigenous Services Canada (ISC).
- 20.2 The Board will not charge the Band a greater amount for the First Nation Students attending a School within the School District than the First Nation Student Rate, as determined annually by the Ministry of Education.
- 20.3 For greater certainty, the Parties agree that the Band is responsible only for Tuition Funding received from Indigenous Services for the Tuition Fees of the First Nation's Students according to the approved First Nations Student Rate and approved Nominal Roll. If the Ministry of Education

has deducted from the Board, more money than Indigenous Services Canada (ISC) has funded the Band, the Band agrees to work with ISC and the Board to ensure the accurate funding has been billed, funded and paid. First Nation Students enrolling in more than eight (8) courses will be allowed to claim in excess of 1.0 Full Time Equivalent (FTE). For example, one (1) additional course equals four (4) credits, is equal to 0.125 FTE. Unless otherwise agreed, the Band will not be responsible for paying any amounts for which it does not receive funding from Indigenous Services, or which exceeds the First Nation Student Rate.

20.4 The Parties agree the September 30th Nominal Roll enrolment will be verified by:

- a) the Band; and
- b) the Secretary-Treasurer of the Board or designate.

20.5 The Parties agree that Tuition Fees payable for each School Year shall be paid by the Band to the Board according to the following schedule and based upon the September 30<sup>th</sup> Nominal Roll figures and the most current eligible tuition fee rate:

- a) 10% - On or before October 31st annually, the Board will invoice the band for 10% of the Tuition Fees payable;
- b) 30% - On or before December 31st annually, the Board will invoice the band for 30% of the Tuition Fees payable;
- c) 30% - On or before March 31st annually, the Board will invoice the band for 30% of the Tuition Fees payable. The Board will adjust the Tuition Fees for the period September 1st to December 31st, based on the current First Nations Student Rate;
- d) 30% - On or before June 30th annually, the Board will invoice the band the remaining 30% of the Tuition Fees payable;

The Parties agree that Tuition Fees under this Agreement will be paid in installments as set out in the section above and are subject to reconciliation on March 31<sup>st</sup> and June 30<sup>th</sup>.

20.6 In the event of a School closure due to a labour dispute or pandemic, the Tuition Fees will be equitably adjusted by the agreement of the Parties and returned to the Band for the benefit of the First Nation's Students in the same manner as occurs with the Ministry of Education.

20.7 It is agreed that an annual allocation equal to 100% of the Targeted Aboriginal Funding provided by the Ministry of Education will be made available to the Aboriginal Education Council for supporting and implementing programs and services for Aboriginal students. (Accountability to planning & budgeting, timelines & calendar).

20.8 The Parties agree that additional services or programs not contemplated by this Agreement may be provided by the Board through agreement by the Parties on the terms and costs for such service(s) and/or program(s).

20.9 Where Indigenous Services Canada (ISC) is late in providing Tuition Funding to the Band,

- a) the Band will notify the Board of the delay in receiving ISC funding; and
- b) the Board will not charge interest to the Band on any amount that is outstanding due to Indigenous Services' late provision of funding.
- c) In the event of a change in Ministry of Education or Indigenous Services Canada policy or procedures, then the intent of this agreement shall remain in effect and the parties will meet to make relevant at changes.

## **21.0 DISPUTE RESOLUTION**

21.1 If there is a dispute between the Parties with respect to any matter arising from this Agreement or relating to the interpretation and application of this Agreement, the Parties agree to use their best efforts to resolve such disputes in a reasonable and timely manner and in good faith.

21.2 Where there is a dispute between the Parties, the Parties agree they will attempt to use any and all face-to-face means to resolve the dispute at the point closest to which the dispute first arises before referring the dispute to senior level representatives.

21.2.1 If a dispute in respect to any interpretation of this agreement arises between Little Shuswap Lake Band and the Board which is not settled, the parties will establish a panel consisting of three members. The purpose of the Dispute Resolution Committee shall be to solve, as expediently as possible any dispute arising from this agreement so as not to impair progress in the implementation. Little Shuswap Lake Band and the Board will each appoint one member to the Dispute Resolution Committee, and they shall agree on the appointment of the third member, who shall be the Chair of the Dispute Resolution Committee.

21.2.2 The Dispute Resolution Committee will convene within ten business days and every attempt shall be made to resolve the issue within 30 days of the first meeting of the Dispute Resolution Committee.

21.3 The Parties agree to endeavour to resolve issues or disputes that may arise about this Agreement, or its implementation, in a manner that fosters an improved, ongoing, and respectful relationship between the Board and the Little Shuswap Lake Band.

## **22.0 TERM & AMENDMENT**

22.1 The term of this Agreement will be 5 years, beginning July 1, 2020 and ending June 30, 2025, unless the Parties agree, in writing, to:

22.1.1 terminate the Agreement; or

22.1.2 renew the Agreement, with or without amendments.

22.2 Each Party may suggest improvements and amendments to this Agreement and both Parties agree to discuss such suggestions in good faith with a view to better achieving the purposes of this.

## 23.0 NOTICES

23.1 Any notice, claim, consent, waiver, statement, or other documents or payment that either party may require or may desire to give, may be transmitted by mail, fax or personal delivery and will be conclusively deemed validly given or delivered or received by the addressee, if delivered personally on the date of delivery or, if mailed on the fifth business day after the mailing of the same in Canada by registered mail addressed or, if faxed with accompanying confirmation of completed transmission:

To: The Little Shuswap Lake Band:  
1886 Little Shuswap Lake Road  
Chase, B.C.  
VOE 1M2

The Secretary-Treasurer  
Board of Education  
School District No. 73 (Kamloops-Thompson)  
1383 9<sup>th</sup> Avenue  
Kamloops, B.C.  
V2C 3X7

## 24.0 GENERAL

24.1 This Agreement will be governed by, and construed in accordance with, the laws in force in the Province of British Columbia.

24.2 This Agreement will be to the benefit of, and binding upon, The Parties hereto and their respective successors and assigns.

24.3 This Agreement supersedes any and all previous local education agreements between the Parties.

24.4 The Parties acknowledge that:

24.4.1 Nothing in this Agreement, or in the negotiation of this Agreement, or in any prior document leading to this Agreement, in any way defines or amends, recognizes, affirms, or denies the existence of, or in any way limits Aboriginal or treaty rights of the Little Shuswap Lake Band

24.4.2 This Agreement is without prejudice to the rights of the Parties and Little Shuswap Lake Band with respect to such matters

24.4.3 Both parties will review the LEA agreement two times a year as per the terms of the implementation plan

24.4.4 This agreement may be extended and/or amended by the Little Shuswap Lake Band and by the Board of Education prior to June 1 of any year within

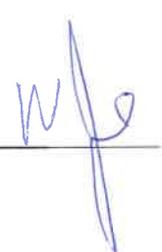
IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

SIGNED on behalf of the LITTLE SHUSWAP LAKE BAND by its duly authorized Officers



Chief

in the presence of:

  
\_\_\_\_\_  
Witness

SIGNED on behalf of the BOARD OF EDUCATION

  
\_\_\_\_\_  
Chairperson – Board of Education

  
\_\_\_\_\_  
Secretary-Treasurer SD73

in the presence of:

  
\_\_\_\_\_  
Witness