

THIS AGREEMENT made and entered into this 23rd day of February, 2021 shall be effective from the 1<sup>st</sup> day of July 2020.



SCHOOL DISTRICT NO. 73  
(Kamloops-Thompson)

BETWEEN:

**THE NESKONLITH INDIAN BAND**

(hereinafter called the “Band”)

AND:

**THE BOARD OF EDUCATION**

**SCHOOL DISTRICT NO. 73**

(hereinafter called the “Board”)

(collectively called the “Parties”)

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## VALUE STATEMENT

The Band and the Board agree on the philosophy of “making a difference by working together.” The Local Education Agreement 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 Nominal Roll students.

## WHEREAS

- A. The Band belongs to the Secwépemc Nation within the Secwépemc Territory, Secwépemcúlecw, with a language and culture that is to be respected, which pursuant to its inherent jurisdiction over education and training has the authority and responsibility for the education of its members.
- B. 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, with the respect to the education of First Nations students.
- C. It is recognized by the Band and the Board that the Board is the legislated authority relating to the governance and operation of the public schools, school personnel, and students.
- D. The Band and the Board intent to work together to make systemic shifts to support successful education outcomes for all First Nations students, regardless of where they live or an enrolled, through the provision of high quality and culturally relevant Educational Programs and services funded by the ISC Band Grant provided to the Band, and provided from the Band to the Board as Tuition Fees.
- E. 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.
- F. 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.
- G. 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”) 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*.
- H. The Band and the Board share a mutual commitment to ensure that all Nominal Roll students who are interested and capable of attending post-secondary educational institutions are placed appropriately.
- I. The Parties wish to enter into this Agreement to set out the terms and conditions regarding the purchase of education services by the Band from the Board for the Band's students.

**THEREFORE** the Parties agree as follows:

## **1.0 DEFINITIONS**

1.1 Definitions and interpretations are outlined in “Appendix A” of this agreement.

1.2 In this Agreement:

1.2.1 If a word or phrase is defined, then its other grammatical forms will have a corresponding meaning, the singular includes the plural and conversely, and a reference to gender includes all genders.

1.2.2 The words ‘include’, ‘includes’ and ‘including’ are to be read as if followed by ‘without limitation’.

1.2.3 A reference to ‘\$’ is to the currency of Canada.

1.2.4 Headings are for convenience only and do not form part of this Agreement or affect its interpretation.

## **2.0 PURPOSE**

2.1 The Parties agree that the purposes of this Agreement are to:

- a) Confirm the mutual commitment of the Parties, and acknowledge the important role of Schools, to build a positive, effective, collaborative and constructive relationship to improve the First Nation’s Students’ educational outcomes and achieve high levels of First Nation Student success, graduation and transition to post-secondary education and training, or employment;
- b) Set out the roles and responsibilities of the Parties and School(s) to meet the purposes and objectives of this Agreement, consistent with the BCTEA; and
- c) Serve as a core shared accountability mechanism for both the Band and the Board regarding the education of First Nations Students in the School District.

## **3.0 GUIDING PRINCIPLES**

3.1 The Parties will be guided by the following principles:

3.1.1 First Nations’ Central Role in First Nations Education

- a) Aboriginal 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 Aboriginal 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.

- b) First Nations in British Columbia have control of, and decision-making responsibility for, First Nations education.
- c) First Nations have a central role in the education of their students, regardless of where they attend school.

### 3.1.2 First Nation Students Access to Quality Education

- a) First Nation Students, at all levels of education, must have access to educational opportunities that:
  - i. ensure that they are confident in their self-identity, their families, their communities and traditional values, languages and cultures;
  - ii. give them the skills they need to thrive in contemporary society, including all technological skills; and
  - iii. prepare them to access any opportunities they choose for higher learning, employment and life choices.

### 3.1.3 Reconciliation & Collaboration in First Nation Education

- a) First Nations education in British Columbia is highly complex, engaging federal, provincial and First Nation authorities, roles and responsibilities and, therefore, requiring collaboration and cooperation to ensure that all First Nation Students are supported to achieve successful education outcomes.
- b) The gap in educational outcomes between First Nation Students and non-First Nation students is a persisting legacy of colonialism, and concerted efforts and proactive measures are required to eliminate this educational achievement gap and contribute to reconciliation.
- c) The Parties have a shared interest and priority in supporting excellence in First Nations education, including supporting First Nation students to fulfil their educational potential by having access to and receiving quality education that is respectful and reflective of their unique culture and history.
- d) Strong, effective and inclusive educational systems provide a fundamental opportunity for building relationships and advancing reconciliation between the Canada and First Nations, as expressed in the TRC's Calls to Action and the UN Declaration.
- e) Quality First Nations education includes standards, programs, services, school supports and investments that provide appropriate tools and resources aimed at achieving successful First Nation Student outcomes and achievements, while addressing their unique needs.
- f) Curriculum, materials and resources will meaningfully reflect the First Nations' culture, values, language and traditions, as approved and determined by the First Nation or its designate.
- g) Local Education Agreements (LEAs) are an important mechanism to facilitate relationship-building, from negotiation through to ongoing implementation.

- h) The standards set by the *United Nations Declaration on the Rights of Indigenous Peoples* apply to First Nations education.
- i) The Truth and Reconciliation Commission's Calls to Action set out a framework for reconciliation, including First Nations education, that must inform the relationships and collaboration between First Nations, the Province and Boards of Education.

#### 3.1.4 Parental Choice

- a) Parents have the right to decide where their children will be enrolled to receive the benefit of an education program.

#### 3.1.5 First Nation Student Safety

- a) First Nation Students have a right to feel safe at school, including safety from racism (students and staff), indifference, bias, marginalization, bullying and stereotyping.

#### 3.1.6 Shared Accountability and Data-Sharing

- a) 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.
- b) Timely and relevant data is required to inform decision-making to support First Nation Students.

## **4.0 RESPONSIBILITIES & COMMITMENTS**

### 4.1 The Board agrees to:

- a) Ensure that First Nation Students have equitable access to Educational Programs, including Secwépemctsin, in the School District, and to continue to strive towards high levels of First Nation Student success in Educational Programs;
- b) Approve educational resource materials that promote an understanding of and appreciation for the history, language and culture of First Nations people in British Columbia, including required curriculum on the residential school experience;
- c) Promote the offering of, and enrolment in, English First Peoples 10, 11 and 12 and BC First Peoples 12 and Contemporary Indigenous Studies 12, or any successor courses for all students;
- d) Promote the offering of and enrolment in Secwépemctsin courses in line with the Minister's mandate to develop new First Nations history curriculum, develop full-course offerings in Aboriginal languages and to implement the educational Calls to Action from the Truth and Reconciliation Commission, which includes taking the necessary steps for program development, teacher training, professional development, and appropriate consultation with Aboriginal communities and Aboriginal language learning educators and experts;

- e) Support principals and teachers to effectively deliver Educational Programs referred to in sections 3.1 (b), (c) and (d);
- f) Ensure schools support and advocate for First Nation Students to participate in extracurricular and sports activities;
- g) Ensure teachers provide information to Parents regarding their child's Educational Program (e.g. course selection process, reporting periods, report cards, as required by the *School Act*);
- h) Communicate details of this Agreement, including its purpose, objectives and principles, with school personnel, in particular principals and teachers;
- i) Give direction to principals regarding the implementation of this Agreement, as appropriate;
- j) Work with the Bands in development and involvement in Parent Advisory Councils and the District Parent Advisory Council; and
- k) The Board agrees to provide timely Nominal Roll information to the Band and work with the Band to resolve differences prior to submission to the BC Ministry of Education.

4.2 The Band agrees to:

- a) Provide open communication at the reasonable request of the Board and School Staff regarding student support, soliciting family support, and any other topics related to the education of Nominal Roll students;
- b) Include agenda items reasonably raised at the request of the Board at duly convened Chief and Council meetings;
- c) Promote the active participation and involvement of Parents and other community members of the First Nation in the education of their children, including any available processes or forums in the School District (such as parent clubs and other committee processes) and School District or School activities;
- d) Encourage and support First Nation Students to participate in extracurricular and sports activities; and
- e) Subject to receiving Tuition Funding from Indigenous Services, pay the Board the Tuition Fees received from the federal government as agreed to and set out in this Agreement.

4.3 Consistent with the purposes, principles and objectives of this Agreement, the Board, in making available an Educational Program to First Nation Students, will:

- a) Work with the Band, to develop and implement strategies to keep First Nation Students in school;
- b) In the case of an Early School Leaver, work with the Band to collaborate on a plan that best meets the educational needs for that First Nation Student;

- c) List courses, including English First Peoples and locally developed Board/Authority Authorized courses, in the course selection handbook;
- d) Promote and support First Nation cultural activities, including National Indigenous Peoples Day activities, in Schools within the School District;
- e) Promote and support effective professional development focused on local First Nations history, language and culture; and
- f) Communicate details of this Agreement, including its purpose, objectives and principles, with school personnel, and in particular principals and teachers.

4.4 Wherever this Agreement provides that a School will perform any obligation under this Agreement, the Board will provide direction to the Superintendent, principals, teachers, and other School Staff as needed to fulfil that commitment.

## **5.0 DOGWOOD GRADUATION**

5.1 The Board and the First Nation will encourage and support each and every First Nation Student who is capable of achieving the Dogwood Diploma to pursue that graduation credential.

5.2 For greater clarity, the Board will ensure the intentional or unintentional streaming or marginalization of First Nation Students is not tolerated and that each and every capable First Nation 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.

5.3 The Board and the First Nation will ensure First Nation 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 First Nation Students and Parents.

5.4 The Board will ensure there is appropriate and timely (i.e. early) counselling support for career and post-secondary education planning available to First Nation Students.

## **6.0 EDUCATIONAL RESOURCES**

6.1 The Parties agree to, individually, together, and with Schools, make best efforts to:

- a) Introduce more culturally relevant educational resources and activities in all subject areas for all students;
- b) Offer English First Peoples 10, 11 and 12, BC First Peoples 12 and Contemporary Indigenous Studies 12 and residential school curriculum;
- c) Utilize, to the extent feasible, existing curriculum and educational resources developed by the local bands within the District;

- d) Continuously improve the development and selection of First Nations curriculum, materials and resources;
  - e) Provide Staff with cross-cultural awareness training;
  - f) Develop culturally appropriate education, resources, training and protocols for events and ceremonies that take place at a School; and
  - g) Seek to continually identify measures for ongoing improvements to programs and school performance.
- 6.2 The Parties will, with the Band providing leadership and direction, work together to address the history of the residential school system through the development and implementation of curriculum, materials and resources, and through professional development opportunities, in a sensitive and appropriate manner.
- 6.3 The Parties will work in partnership to develop and implement Secwépemctsin programs.
- 6.4 At a cost negotiated by the Board and the Band, the Board will make available:
- a) Resources and personnel to share ideas, put on workshops, undertake professional development, circulate information, and work with teachers, students and Parents.
  - b) Materials and supplies at cost from the District Resource Library.
  - c) Expertise of the District's Purchasing Department
- 6.5 Access to School District activities:
- a) The Board will encourage the Kamloops Thompson Teachers Association (KTTA), the Canadian Union of Public Employees (CUPE) Local 3500, and the Kamloops Thompson Principals and Vice Principals Association (KTPVPA) to extend an invitation to the Band to participate in appropriate professional meetings, conferences, and training sessions;
  - b) The Board will invite Band Schools to participate in mutually agreed upon extra-curricular activities; and
  - c) When possible, the Board will collaborate on the mutual use of resource materials to enhance the cultural and educational development of students and staff.
- 6.6 Access to Band activities:
- a) The Band will advise the Board of educationally relevant activities, which may be of interest or value to District students, teachers, administrators, and include an invitation requesting their participation; and

- b) When possible, the Band will collaborate on the mutual use of resource materials to enhance the cultural and educational development of students and staff.
- 6.7 The Band and the Board will develop an orientation program for Band School students transferring to schools in the School District.
- 6.8 With regard to intellectual property rights, the Parties acknowledge Article 31 of UN Declaration:

Article 31

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.

2. In conjunction with indigenous peoples, States shall take effective measures to recognize and protect the exercise of these rights.

- 6.9 Consistent with Article 31 of UN Declaration, the Parties agree that:
- a) the First Nation retains any intellectual property and copyrights of any curriculum content developed in collaboration or cooperation with them regarding their First Nations languages, cultural heritage, traditional knowledge and traditional cultural expressions;
  - b) 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
  - c) any other proposed or intended use requires written consent from the First Nation.

**7.0 ASSESSMENT, PLACEMENT AND EDUCATIONAL PROGRAMMING**

7.1 General

- a) The Board recognizes the importance that the Band places on the need for each First Nations student to be at a level and in a program appropriate to their needs and abilities. This level will be monitored and reported on an annual basis using appropriate assessment levels.
- b) The Board will ensure Parents are advised:

7.1.b.1 of their right to request a change to the placement of a First Nation Student in an Inclusive Education Program or on an Evergreen Certificate path;

7.1.b.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

7.1.b.3 where the Parent files a request, the Parent may request, and receive, support in the process from the Band.

- c) The Board will ensure that School(s) work with Parents and the Band to identify Vulnerable Students and, where identification of a First Nation 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 First Nation Student.

## 7.2 Inclusive Education

- a) In order to ensure that First Nation Students are appropriately identified as requiring Inclusive Education supports, the Board will ensure School(s) work with the Band and Parents to ensure appropriate and transparent ongoing informal assessments of First Nation Students to identify those who may require more formal assessment.
- b) In particular, the Board and the Band will jointly review and determine the criteria and processes used for the identification of kindergarten First Nation Students who may require assessment and additional supports or services, recognizing that early identification is necessary to promote student success, and, for a First Nation Student who is identified as having a special need before entering a School, the First Nation Student's assessment and programming information will be requested prior to enrolment or immediately upon enrolment to permit appropriate and effective planning and implementation of relevant interventions.
- c) In cases where a First Nation 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 First Nation 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.
- d) The Parties agree that assessment and placement of, or timetable changes or new timetables for, First Nation 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.

- e) For greater clarity:

7.2.e.1 prior to the placement of a First Nation Student in an Inclusive Education Program, a Psychological Education Assessment might be required, with parental consent, that identifies the First Nation Student as requiring supports and services;

7.2.e.2 prior to diversion of a First Nations Student to an Evergreen Certificate path, a Psychological Education Assessment must be completed, with parental consent, and must identify the First Nation Student as having a special education designation; and

- 7.2.e.3 the results of the assessment must be provided to and discussed with the Parent of that First Nation Student, the school-based team, and First Nation support staff as may be designated by the First Nation Student's Parent;
- f) As soon as practical after a First Nation Student has been identified having a special education designation:
  - 7.2.f.1 appropriate supports and services will be identified in order to ensure that the First Nation Student obtains an education that is most appropriate for their needs, and in regular classroom environments as much as possible;
  - 7.2.f.2 the assessment results and educational services to be provided to the First Nation 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 First Nation Student;
  - 7.2.f.3 a First Nation Student with a special education designation 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 First Nation 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;
  - 7.2.f.4 a written report stating the reason for placement of the First Nation Student, and the educational opportunities gained and lost by such placement, must be provided to the Parent or guardian;
  - 7.2.f.5 in the event that the Parent declines to be involved in the IEP process, the Board will ensure that the BC Public School will make every effort to ensure that the First Nation Student's needs are fully met.
- g) In developing an IEP, standards for students with a special education designation will be developed with high and appropriate expectations for achievement, and First Nation Students with IEPs will be expected to achieve all of the regular curricular competencies and/or outcomes, with supports.
- h) The Board will ensure the School(s) work with Parents and, with their consent, the Band, to:
  - 7.2.h.1 collaboratively identify any Adaptations made to a First Nation Student's Educational Program;
  - 7.2.h.2 ensure that any modifications are made to a First Nation Student's Educational Program only when necessary and only when Adaptations have been tried and have proven insufficient to meet the First Nation Student's needs;

7.2.h.3 if a First Nation Student has been put on an Evergreen Certificate path, ensure that the First Nation 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.

- i) When requested, the Parent and, where appropriate and feasible, First Nation Students will have every opportunity to meet with school staff about the IEP and the First Nation Student's Educational Program within a reasonable timeframe, and no later than two weeks after the request has been made to school personnel.
- j) The Board will ensure Schools offer activities related to the student's IEP for each First Nation Student who has a special education designation.
- k) First Nation student progress reports on their educational achievement in a special education program or on an Evergreen Certificate path must be provided to the Parent and First Nation support staff as designated by the First Nation 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.
- l) 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 First Nation Student and Parent, and the IEP will be either:

7.2.l.1 updated;

7.2.l.2 revised; or

7.2.l.3 concluded, where it is determined that the First Nation Student no longer requires an IEP.

- m) For greater certainty, the Parties agree that an IEP will only be put in place under sections 7.2.f and 7.2.g and it will only be updated, revised or concluded under section 7.2.l where the prior Informed Consent of the Parent has been obtained.
- n) The Parties agree that First Nation Students with special needs will be recognized, and Inclusive Education Plans will be used as part of the planning when those Band students transition between Band schools and public schools.

### 7.3 Children in Care

- a) The Board will ensure appropriate learning plans and supports are identified and provided for Children in Care.
- b) The Board will ensure appropriate staff are designated to be responsible for maintaining communications with the First Nation regarding Children in Care who are First Nation Students.
- c) The Parties will make best efforts to work with supporting agencies to ensure appropriate supports are implemented to assist First Nations Students who are Children in Care.

## **8.0 STUDENT CONDUCT & SAFETY**

- 8.1 The Board will share relevant Administrative Procedures annually with the Band.
- 8.2 The Parties will review conduct and safety procedures, protocols, and processes on an annual basis that take into consideration the mental health of the student and their family.
- 8.3 The Parties will support and encourage positive, responsible, equitable and respectful behavior. The Parties will work together to implement 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 the School(s).
- 8.4 With written consent of a First Nation Student's Parent, the Board will notify the Band of disciplinary action and potential escalation of disciplinary action in relation to that First Nation Student, and provide to the Band a copy of all correspondence related to the discipline of a First Nation Student by the School administrator.
- 8.5 The administrators of the Schools attended by First Nations Students shall communicate annually with Band representatives to discuss and clarify school discipline policies, procedures and protocols consistent with Board Policy and the School Act.
- 8.6 The Board will direct Schools to take a team approach with Band Education representatives when dealing with general disciplinary issues involving First Nation Students.

## **9.0 CULTURAL AWARENESS & HIRING**

- 9.1 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.
- 9.2 The Board agrees that the Aboriginal Education Council (AEC) is consulted and participate in the hiring process associated with personnel hired through the provision of Aboriginal Targeted Funds and the Hiring Protocol in accordance with the Aboriginal Hiring Protocol under [Board Policy 16](#).
- 9.3 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 First Nation Students, including, Aboriginal Education Workers, Aboriginal District Principals, Aboriginal Education Coordinators and Resource Teachers, Aboriginal Family Counselors, Aboriginal Youth and Family Consultants, classroom teachers, principals and vice-principals or as outlined in the Hiring Protocol.
- 9.4 The Board will invite First Nations resource personnel to assist staff with the special reference to Elders and Traditional Knowledge Keepers as well as ensuring that the traditional protocols within the Band and Secwépemc Territory in the District are adhered to and respected, as per the Elders and Knowledge Keepers Program Protocol under [Board Policy 16](#).

9.5 The Board will respect the role of First Nations employed counsellors and Band Education Managers / Coordinators and will provide them with the use of facilities if available to accomplish their work.

## **10.0 TRANSPORTATION**

10.1 The Board will provide appropriate transportation consistent with [Board Policy 17](#) for all Nominal Roll Students who attend a public School within their catchment area or who are attending Alternate Education Programs.

10.2 The Parties will identify Band Students' transportation needs and collaboratively develop a joint First Nation student transportation plan setting out how the Parties will ensure Band Students have reliable and safe transportation services to the relevant School, including contingency measures for unexpected circumstances.

- a) The Parties have agreed to the conditions of the Joint First Nations Transportation Plan as per Schedule G of the BCTEA.
- b) The Parties will review the transportation plan annually or as needed.

10.3 The Board agrees that, once transportation services are implemented pursuant to an approved Joint First Nation Student Transportation Plan with the Band, the Board will not make changes to those services without written agreement of the Band.

10.4 Where the Parties make amendments to their Joint First Nation student transportation plan, or agree to changes in transportation services, they will ensure that Parents receive notice within a reasonable time to respond to any such changes.

10.5 The Board will communicate and consult with the Band when planning bus routes that will impact Band students.

10.6 In order to access First Nations Transportation Fund as per Schedule G of BCTEA, the Parties will identify First Nations Students' transportation needs and jointly develop and submit annually to the Tripartite First Nation Student Transportation Committee, a Joint First Nation Student Transportation Plan setting out how the Parties will ensure First Nation Students have reliable and safe transportation services to the relevant School, including contingency measures for unexpected circumstances.

10.7 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 tripartite First Nations Student Transportation Committee.

## 11.0 REPORTING

### 11.1 Periodic reports:

- a) The Board will provide to the Band two times each year:
  - i) the number of Band Students enrolled in alternate programs, secondary courses and ungraded programs;
  - ii) a summary of the number and nature of Band Students with IEPs placed in Modified or Adapted programs;
  - iii) the number of Early School Leavers from the Band and information on supports implemented to prevent early leaving;
  - iv) the number of expulsions of Band Students and information on supports implemented to prevent expulsions;

### 11.2 Annual Report:

- a) In January of each year, the Board will produce and provide to the Band an annual report outlining the provision of Educational Programs to First Nations 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 audited financial statements;
  - ii) a complete financial report on the Targeted Aboriginal Education Funding, which includes:
    - a. the number of staff employed using Targeted Aboriginal Education Funding, designated to work with First Nation Students;
    - b. the proportion of the staff's time spent working directly with First Nation Students; and
  - iii) Measures of success of First Nation Students through aggregate results for achievement including but not limited to the following:
    - 1. attendance rates;
    - 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. proportion of students awarded a BC School Completion Certificate;

8. six-year completion (graduation) rate for students in an Alternate program;
9. grades 10 to 12 math course participation rates;
10. data related to assessments required for graduation purposes and other supports for successful transition to post-secondary education;
11. number of First Nation Students eligible to move on to post-secondary education;
12. participation rates in extra-curricular activities.

11.3 The Board and Band will share two Nominal Roll student counts (September 30th & February 28<sup>th</sup>) with each other and the Ministry each School Year using the joint verification process.

11.4 The Board will share with the Band its annual report to the Ministry on the spending of all First Nation Student Transportation Funding received and the amount of funding spent, which information should be clearly stated in the Board's audited financial statements for their verification;

11.5 The Board will provide the Bands timely reports related to emergency and safety related incidents that impact the community or the education of Band students including, but not limited to, pandemics and other health emergencies.

11.6 Subject to the *Freedom of Information and Protection of Privacy Act*:

- a) Upon request, the Board will provide the Band community-specific student data to the Band to help inform them about their Students' progress, and to inform discussions between the Band and the Board on supporting those Students.
- b) The Band will provide the Board or School copies of their release of information or consent from custodial Parents.

## **12.0 COMMUNICATION**

12.1 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 meetings and contact through newsletters and other correspondence, as appropriate.

12.2 The Parties recognize the need for effective and ongoing communication with Parents in the support of their child's successful education experience, and the Parties will advise 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.

12.3 The Parties will encourage functions and meetings, such as parent-teacher interviews, to be held in the community.

12.4 The parties will establish a communication protocol for school fees, attendance and student reporting procedures which will be reviewed annually.

### **13.0 TUITION PAYMENT**

- 13.1 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 13.0 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).
- 13.2 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.
- 13.3 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 First Nation 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.
- 13.4 The Parties agree the September 30th Nominal Roll enrolment will be verified by:
- a) the First Nation; and
  - b) the Secretary-Treasurer of the Board or designate.
- 13.5 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 31st and June 30th.

- 13.6 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.
- 13.7 On or before January 31st of each year of this agreement, the First Nation School or Community School will provide to the Board a reasonable estimate of the number of First Nations Students and the grade level of each student who will be attending Board schools the following school year. The Board shall use the estimated enrolment figure for the purpose of staffing.
- 13.8 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 First Nation Students. (Accountability to planning & budgeting, timelines & calendar)
- 13.9 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).
- 13.10 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 Service Canada's late provision of funding.
- 13.11 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 changes.

#### **14.0 IMPLEMENTATION, MONITORING, REVIEW**

- 14.1 The Parties are responsible for overseeing the implementation of this Agreement with appropriate representation from the Band and the Board on an annual basis.
- 14.2 The Parties are responsible for monitoring the implementation of this Agreement on an annual basis, or at the request of either party to review the following:
- a) The performance of and support for individual Nominal Roll students;
  - b) The list of Nominal Roll students enrolled in Alternate Education Programs, IEPs, SPs, and non-academic Educational Programs and, if over-representation of Nominal Roll students in any of these programs is identified to discuss possible solutions for addressing such over-representation.
- 14.3 The Parties agree to review the implementation of this Agreement within its final year.

## **15.0 DISPUTE RESOLUTION**

- 15.1 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.
- 15.2 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.
- 15.3 The Parties agree to endeavor 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 First Nation.

## **16.0 TERM & AMENDMENTS**

- 16.1 The term of this Agreement will be five years, beginning July 1, 2020 and ending June 30, 2025, unless the Parties agree, in writing, to:
- a) terminate the Agreement; or
  - b) renew the Agreement, with or without amendments.
- 16.2 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 Agreement.

## **17.0 NOTICES**

- 17.1 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:

If to the Band:  
Neskonlith Indian Band  
743 Chief Neskonlith  
PO Box 318  
Chase, BC V0E 1M0

If to the Board:  
The Secretary-Treasurer  
School District No. 73 (Kamloops-Thompson)  
1383 9<sup>th</sup> Avenue  
Kamloops, BC V2C 3X7

**18.0 GENERAL**

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

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

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

18.4 The Parties acknowledge that:

- a) 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 First Nation; and
- b) this Agreement is without prejudice to the rights of the Parties and the First Nation with respect to such matters.

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

SIGNED on behalf of the BAND by its duly authorized Officers

for: Councillor Cora Anthony  
Chief

in the presence of:

Jimmy Thomas  
Witness

SIGNED on behalf of the BOARD OF EDUCATION

Rebecca Perry  
Chairperson – Board of Education

K. Hotel  
Secretary-Treasurer SD73

in the presence of:

D. Lasey  
Witness

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# APPENDIX A

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## DEFINITIONS

The following definitions and interpretations apply to this agreement:

<b>“Aboriginal”</b>	Refers to individuals of Aboriginal ancestry who are status, non-status, Metis, or Inuit.
<b>“Aboriginal Education Advisory Committee (AEAC)”</b>	A committee of School District No. 73 that works in partnership with the Aboriginal Education Council (AEC) on meeting the goals of the Aboriginal Education Council (AEC) Vision Statement, Enhancement Agreement and Strategic Plan.
<b>“Aboriginal Education Council (AEC)”</b>	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. The Council represents Aboriginal interests in the design, implementation, and assessment of programs and services that will improve the school experience and academic achievement of Aboriginal students.
<b>“Aboriginal Education Program”</b>	Means the funding provided to School Districts by the Ministry of Education for Aboriginal Education Programs targeted in the District’s Operating Grant Allocation.
<b>“Aboriginal Staff”</b>	Means persons having Aboriginal ancestry (status, non-status, First Nations, Metis, Inuit) employed by the Board to work with First Nations students.
<b>“Adaptations”</b>	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.
<b>“Adult Dogwood”</b>	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.
<b>“Attendance Protocol”</b>	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.
<b>“The Band”</b>	Means an Indian Band as defined in the <i>Indian Act</i> (Canada), and is represented by the Band Chief and Council or their representative and signatory to this agreement.

<b>“BC Tripartite Education Agreement (BCTEA)”</b>	A five-year agreement signed in June 2018 between the Canadian Federal Government, the Province of British Columbia and the First Nations Education Steering Committee (FNESC). The agreement outlines a process for meaningful systemic changes in BC education for First Nations.
<b>“BC Public School” or “BC Public School(s)”</b>	Means all public schools in British Columbia providing kindergarten to grade 12 education but does not include BC Independent Schools or First Nation Schools.
<b>“Block Grant”</b>	Means funds received by the Board from the Province of British Columbia for the education of students in the School District through the Operating Grants Manual.
<b>“The Board”</b>	Means the Board of Education, School District No.73 (Kamloops-Thompson) and signatory to this agreement.
<b>“Board/Authority Authorized Courses”</b>	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.
<b>“Child in Care (CIC)”</b>	Means a child for whom the Director of Child Welfare is the sole guardian, and the Public Guardian and Trustee manages the child's estate.
<b>“Dogwood Certificate or Diploma”</b>	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.
<b>“Early Leaver Prevention Plan”</b>	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.
<b>“Early School Leavers”</b>	Means: <ul style="list-style-type: none"> <li>• any First Nation Student leaving school prior to the completion of Grade 12, including students who are expelled; or</li> <li>• 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.</li> </ul> where the Early Leaver Prevention Plan has been unsuccessful, and the First Nation Student has no Inclusive Education Plan.

<b>“Educational Program”</b>	Means an organized set of learning activities that, in the opinion of the Participating Bands and The Board, is designed to enable First Nations students to develop their individual potential and acquire the knowledge, skills, and attitudes needed to achieve a quality academic and culturally relevant education.
<b>“Evergreen (School Completion) Certificate”</b>	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.
<b>“Federal Targeted”</b>	Means funding provided by the Federal Government that is intended specifically to fund education programs for First Nations students.
<b>“First Nation”</b>	Means an Indian Band as defined in the <i>Indian Act</i> (Canada), and is represented by the Band Chief and Council or their representative.
<b>“First Nation Student Rate”</b>	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”). This includes: <ul style="list-style-type: none"> <li>• the District Operating Grant Allocation (an amount that includes the Basic Allocation plus any applicable Supplements, as set out in the provincial Operating Grants Manual for the school year), and</li> <li>• The School District’s proportionate costs of the Provincial Learning Network (PLNet), Pay Equity, MyEducation BC, Annual Facility Grant, the Learning Improvement Fund, and Labour Settlement funding for which the Ministry of Education deducts from the School District and the School District invoices the Participating Bands, or the Ministry invoices Indigenous Services Canada.</li> </ul>
<b>“First Nation Student”</b>	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.
<b>“First Nation Transportation Fund”</b>	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.

<b>“Full Time Equivalent (FTE) First Nations Student”</b>	Means a First Nation student who is attending a public school and who is: <ul style="list-style-type: none"> <li>• of school age as defined in the <i>School Act</i>; or</li> <li>• in full time attendance in an Educational Program in accordance with the Participating Bands, the Board, the Ministry and Indigenous Services Canada.</li> </ul>
<b>“Funding Allocation System”</b>	Provides financial resources for the operation of the K-12 system by using data collected from schools and districts and applying formulae to ensure equity across British Columbia
<b>“Indigenous Services Canada, IS, ISC or DISC”</b>	Means the federal department of Indigenous Services.
<b>“Inclusive Education Plan (IEP)”</b>	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 <i>Special Education Services: A Manual of Policies, Procedures and Guidelines (March 2011)</i> , as may be amended from time to time.
<b>“Informed Consent”</b>	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: <ul style="list-style-type: none"> <li>• the assessment procedures to be carried out;</li> <li>• the information to be collected;</li> <li>• the intervention that may take place;</li> <li>• the likely benefits and risks; and</li> <li>• the option to refuse or withdraw at any time,</li> </ul> and be provided meaningful opportunity to provide input into the assessment and placement or education referral decision.
<b>“Minister”</b>	Means the Minister of Education (BC).
<b>“Ministry”</b>	Means the Ministry of Education (BC).

<b>“Modifications”</b>	Means instructional and assessment-related decisions made to accommodate a student’s educational needs that consist of individualized learning goals and outcomes which are different than learning outcomes of a course or subject. Modifications should be considered for those students whose special needs are such that they are unable to access the curriculum (i.e., students with limited awareness of their surroundings, students with fragile mental/physical health, students medically and cognitively/multiply challenged.)
<b>"Nominal Roll"</b>	Means the annual census of eligible students living on-reserve and attending elementary/secondary school as defined by the BC Tripartite Education Agreement (BCTEA) as of September 30.
<b>“Operating Grants Manual”</b>	Means the provincial manual, as amended from time to time, that sets out the provincial funding formula that comprises a student basic allocation plus supplementary grants to determine school district allocations.
<b>"Ordinarily resident on-reserve"</b>	Means that the student usually lives at a civic address on reserve, is a child in joint custody who lives on reserve most of the time, or is staying on reserve and has no usual home elsewhere. Students continue to be considered ordinarily resident on reserve if they return to live on reserve with their Parents, guardians or maintainers during the year, even if they live elsewhere while attending school or working at a summer job. (In this context, reserves are deemed to include all land set aside by the federal government for the use and occupancy of an Indian band, along with all other Crown lands which are recognized by Canada as settlement lands of the Indian band of which the student is a resident.
<b>“Parent”</b>	Means, in respect of a student: <ul style="list-style-type: none"> <li>• the guardian of the person of the student;</li> <li>• the person legally entitled to custody of the student;</li> <li>• the person who usually has the care and control of the student; or</li> <li>• a designate of the Parent or legal guardian.</li> </ul>
<b>“Personal Education Number (PEN)”</b>	Means the unique nine-digit identification number that can be assigned by the Minister of Education to persons in BC schools and institutions. The PEN follows the student through their Early Learning, Kindergarten – Grade 12 and post-secondary education.
<b>“Programs”</b>	Means an Educational Program defined by the <i>School Act</i> or another program established under the <i>School Act</i> during the term of this agreement
<b>“School” or School(s)”</b>	Means and includes any school operated by the Board.
<b>“School Act”</b>	Means the British Columbia <i>School Act</i> , RSBC 1996, Chapter 412.

<b>"School District" or "District"</b>	Means the area constituted under the <i>School Act</i> as School District No. 73 (Kamloops-Thompson).
<b>"School Year"</b>	Means the period beginning on July 1 and ending on June 30 the following year.
<b>"Secwépemctsin"</b>	Means the Secwépemc Language.
<b>"Staff"</b>	Means persons employed by the Board who work directly with Aboriginal students.
<b>"Targeted Aboriginal Education Funding"</b>	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.
<b>"Tuition Fees"</b>	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.
<b>"Tuition Funding"</b>	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> .
<b>"Vulnerable Student"</b>	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.