

LOCAL EDUCATION AGREEMENT



SCHOOL DISTRICT NO. 73
(Kamloops-Thompson)

Between:

Tk'emlúps te Secwépemc
(hereinafter called the "Band")

And:

The Board of Education
School District No. 73 (Kamloops-Thompson)
(hereinafter called the "Board")

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

Table of Contents

Value Statement.....	1
1.0 Interpretation.....	2
2.0 Preamble.....	8
3.0 Statement of Shared Intent.....	9
4.0 The Board's Obligations.....	10
5.0 Band's Obligations.....	11
6.0 Curriculum Development and Delivery.....	12
7.0 Student Records.....	13
8.0 Assessment and Placement.....	13
9.0 Discipline and Safety.....	15
10.0 Cross Cultural Awareness and Hiring In The School District.....	15
11.0 Communication.....	15
12.0 Finance.....	16
13.0 Default.....	17
14.0 Access to Resources and Services.....	17
15.0 Transfer of Students.....	19
16.0 Reporting and Monitoring.....	19
17.0 Dates of Agreement.....	20
18.0 Dispute Resolution.....	20
19.0 Notices.....	21
20.0 References.....	21
21.0 General.....	21

LOCAL EDUCATION AGREEMENT

This agreement is effective as of the _____ day of February, 2021.

BETWEEN: **Tk'emlúps te Secwépemc**

(hereinafter called the "Band")

OF THE FIRST PART

AND: **The Board of Education
School District No. 73 (Kamloops-Thompson)**

(hereinafter called the "Board")

OF THE SECOND PART

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 the Band belongs to the Secwépemc Nation within the traditional Secwepemcúíecw, 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;

AND WHEREAS the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP) states:

Article 2: Indigenous peoples and individuals are free and equal to all other peoples and individuals and have the right to be free from any kind of discrimination, in the exercise of their rights, in particular that based on their indigenous origin or identity.

Article 21 (1): Indigenous peoples have the right, without discrimination, to the improvement of their economic and social conditions, including, inter alia, in the areas of education, employment, vocational training and retraining, housing, sanitation, health and social security.

AND WHEREAS 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*;

AND WHEREAS the Board has the authority under section 86 (3) of the *School Act* to enter into agreements with respect to the education of First Nations children as defined in the *School Act* with the council of a Band as defined in the *Indian Act*;

AND WHEREAS the *School Act* provides that all school age persons in British Columbia are entitled to receive an education that enables them to become literate, personally fulfilled and publicly useful, thereby increasing their strength and contributions to the health and stability of society;

AND WHEREAS the *School Act* further states that it is the goal of a democratic society to ensure that the purpose of the British Columbia school system is to enable all learners to become literate, to develop their individual potential and to acquire the knowledge, skills and attitudes needed to contribute to a healthy, democratic and pluralistic society and a prosperous and sustainable economy.

AND WHEREAS 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;

AND WHEREAS the Band and the Board intend to provide Educational Programs and other educational services for Nominal Roll Students resident within the School District which are appropriate to their cultural and linguistic heritage and a continuing source of satisfaction and pride for the Band and for the School District, such Educational Programs to be funded by Indigenous Services Canada (ISC) to the Band, and provided from the Band to the Board as the Tuition Fees;

AND WHEREAS 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 into academic programs and the Board acknowledges that it is the Band that bears the financial cost of post-graduation skills-upgrading if such students are not streamed appropriately.

THEREFORE the parties agree to as follows:

1.0 Interpretation

For the purpose of this agreement, the following definitions apply:

- “Aboriginal” refers to individuals of Aboriginal ancestry who are status, non-status, Métis, or Inuit.
- “Aboriginal Education Council (AEC)” means a Council that will represent Aboriginal interests, including the interests of the Secwépemc Bands with the School District, in the design, implementation, and assessment of Aboriginal Education Programs and Services that will improve the school experience and academic achievement of Aboriginal students, including the Nominal Roll Students.
- “Aboriginal Enhancement Agreement” means an agreement between the Board, the Band, other local Aboriginal community organizations and the Ministry of Education designed to enhance the educational achievement of all Aboriginal students and establish a collaborative partnership between the Band, Aboriginal communities and the Board that involves shared decision-making and specific goal setting to meet the educational needs of Aboriginal students.

“Aboriginal Education Programs and Services”	means culturally appropriate educational programs and services to support the success of Aboriginal students or Aboriginal programs and services that integrate academic achievement and Aboriginal culture or language or both, including Secwépemc language, history and culture programs.
“Adapted Program”	means an educational program that maintains the learning outcomes of the prescribed curriculum, but is adapted in accordance with the Ministry of Education’s policy, titled “A Manual of Policies, Procedures and Guidelines (March 2011)”, as may be amended from time to time.
“Additional Funding”	means funding other than core funding and Targeted Funding.
“Agreement”	means this Local Education Agreement.
“Alternate Education Program”	means provincial alternate education programs focused on educational, social and emotional issues for students whose needs are not being met in a traditional school program.
“Attendance Protocol”	means an attendance procedure carried out at each District School, based on District Administrative Procedure 330 – Student Attendance, which outlines the recording of attendance of students and the approach to excused and unexcused absences with the overall purpose of encouraging strong attendance.
“Band”	means the T̓k̓emlúps̓ te Secwépemc, also known as the Kamloops Indian Band.
“Band Council”	means the chief and council of the T̓k̓emlúps̓ te Secwépemc.
“Band Council Resolution”	means a resolution of the Band, duly passed in accordance with the <i>Indian Act</i> .
“Band Education Staff”	means Education Manager education coordinators, and resource personnel employed by the Band.
“Band Grant”	means funds received by the Band from Indigenous Services Canada (ISC) for the education of Nominal Roll Students in the School District.
“Band School”	means any school operated by the Band and located on the Band’s reserve lands.
“Board”	means the Board of Education, School District No. 73 (Kamloops-Thompson).
“Board Policy and Administrative Procedures”	means policy and procedure documents maintained and updated by the Board, from time to time.

“Child, Family and Community Service Act”	means the <i>Child, Family and Community Service Act</i> , RSBC 1996, c 46.
“Children in Care”	means a child who is in the custody, care or guardianship of a Director (a person designated by the Minister under Section 9 of the <i>Child, Family and Community Service Act</i>), or a Director of Adoption (a person designated by the Minister under the <i>Adoption Act</i> as a Director of Adoption).
“Consultative Meeting”	means a meeting held from time to time in accordance with Section 16.4.2.
“Dispute Resolution Committee”	is as defined in Section 18.2.
“District School”	means any public school located within the School District.
“Dogwood”	means the British Columbia certificate of graduation that is awarded by the Ministry of Education to a student upon successful completion of the provincial graduation requirements pursuant to the <i>School Act</i> .
“Early School Leaver”	means: <ul style="list-style-type: none"> • any Nominal Roll Student leaving school prior to the completion of Grade 12, including students who are expelled; • a student who has 15 unexcused absences or has missed 75% in any school month or 40% of a term or semester; or • where the Early Leaver Prevention Plan has been unsuccessful and the student has no IEP.
“Education Manager”	means the manager of the education department of the Tkemlúps te Secwépemc.
“Educational Program”	means an organized set of learning activities that, in the opinion of the Band and the Board, is designed to enable Nominal Roll Students to develop their individual potential and acquire the knowledge, skills, and attitudes needed to achieve a quality academic and culturally relevant education, including an educational program defined by the <i>School Act</i> .
“Effective Date”	is as defined on page 1.
“Elders”	means an individual designated by the Band as an Elder.

“Extended School Based Team”	means the team formed to focus on identifying supports for Children in Care and Vulnerable Students, which will typically include, as appropriate, members of the school based team, the Nominal Roll Student (when appropriate), the Parent, parent advocate if requested, the Education Manager or a member of the Band Education Staff designated by the Education Manager, MCFD, and Secwépemc Child and Family Services.
“First Nation”	means an Indian Band as defined in the <i>Indian Act</i> .
“First Nations Students”	means a student who is of First Nations origin who has status as defined by the <i>Indian Act</i> and who resides on reserve land of a First Nation and who is enrolled in a school operated by the Board.
“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 <i>Special Education Services: A Manual of Policies, Procedures and Guidelines (March 2011)</i> , as may be amended from time to time.
“Indian Act”	means the <i>Indian Act</i> , RSC 1985, c I-5.
“Indigenous Services Canada (ISC)”	means the federal department of Indigenous Services Canada, formerly Indigenous and Northern Affairs Canada.
“Informed Consent”	<p>refers to the provision of approval or assent after thoughtful consideration and after receiving all relevant information. In the context of assessment and placement and education referrals, Informed Consent requires that the parent or guardian be:</p> <p>a. informed of and fully understands:</p> <ul style="list-style-type: none"> • the assessment procedures to be carried out; • the information to be collected; • the intervention that may take place; • the likely benefits and risks; • the option to refuse or withdraw at any time; and <p>b. provided with:</p> <ul style="list-style-type: none"> • meaningful opportunities to provide input into the assessment and placement or education referral decision.
“LEA Working Group”	means a working group charged with implementing the LEA consisting of Band Education Staff and employees of the District.

“Manager’s Designate”	means a member of the Band Education Staff designated from time to time by the Education Manager.
“Ministry of Education”	means British Columbia’s Ministry of Education.
“Nominal Roll Student”	means a First Nations Student living on Tkemlúps te Secwépemc reserves and attending a District School as of September 30, and more particularly: To be eligible for the Nominal Roll, a student must be: <ul style="list-style-type: none"> • enrolled in and attending a band-operated, federal, provincial, or a private/independent school recognized by the province in which the school is located as an elementary/secondary institution; • aged 4 to 21 years (or the age range eligible for elementary and secondary education support in the province of residence) on December 31 of the school year in which funding support is required; and • ordinarily resident on reserve.
“Parents”	means the definition given under the British Columbia <i>School Act</i> , namely: <ul style="list-style-type: none"> • a parent or other person who has guardianship or custody of the student or child, other than a parent or person who, under an agreement or order made under the <i>Family Law Act</i> that allocates parental responsibilities, does not have parental responsibilities in relation to the student’s care or child’s education, or; • a person who usually has the care and control of the student or child.
“Professional”	means an individual licenced, certified or registered to practice an occupation governed by a regulatory body in Canada.
“Provincial Assessments”	means the provincial assessments administered by the Ministry of Education that grade 10-12 students are required to take in various subject areas.
“Regulations”	means regulations made pursuant to the <i>School Act</i> .
“School District”	means the area constituted under the <i>School Act</i> as School District No. 73 (Kamloops-Thompson).
“School Staff”	means all staff employed by the Board, including teachers, educational assistants, counsellors, principals, administrators, contractors and other Professionals.

“School Year”	means a twelve month period commencing on July 1 and ending on June 30 of the following year.
“Secwépemc Child & Family Services”	is a delegated Aboriginal agency pursuant to the <i>Child, Family and Community Service Act</i> , RSBC 1996, c 46.
“Secwepemcúłecw”	means the traditional territory of the Secwépemc Nation.
“Secwepemctsín”	means the Secwépemc language.
“Service Plan (SP)”	means an education plan developed by the school-based team for a Nominal Roll Student who does not meet the criteria for an Inclusive Education Plan (IEP) but is considered a Vulnerable Student.
“Student Record”	means a transcript of grades issued by the Ministry of Education and all individual student records created and maintained by the Board, including copies of SPs, IEPs, student progress reports (both formal and informal), permanent student records, student files and any communications concerning a Nominal Roll Student.
“Superintendent”	means the superintendent of the School District.
“Targeted 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 District Schools.
“Tuition Fees”	means the money paid by the Band to the Board for the education of Nominal Roll Students attending District Schools, such fees representing 100% of the Band Grant based on students’ names and confirmed FTE status.
“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.

1.1 In this Agreement:

- 1.1.1 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 a gender includes all genders;
- 1.1.2 the words “include”, “includes” and “including” are to be read as if followed by “without limitation”;
- 1.1.3 a reference to “\$” is to the currency of Canada; and
- 1.1.4 headings are for convenience only and do not form part of this Agreement or affect its interpretation;

2.0 Preamble

- 2.1 Subject to the provisions of Section 86 (3) of the *School Act* of British Columbia, Section 35 of the Canadian Constitution, and Bill C15 the United Nations Declaration on the Rights of Indigenous Peoples, the B.C. Tripartite Education Agreement (2018), Bill C92 An Act respecting First Nations, Inuit and Métis children, youth and families and any other federal or provincial legislation recognizing First Nations jurisdiction over education, the Band and the Board through this agreement, will affirm the rights of Tkemlúps te Secwépemc and create a framework to support the inherent rights of the Tkemlúps te Secwépemc, including the rights to self-determination, protecting laws, lands and territories, cultures and languages, and creating social and economic equality through the advancement of education.
- 2.2 The Band and the Board affirm that Nominal Roll Students have an inherent, Indigenous right to education that reflects, respects and complements Secwépemc culture and language.
- 2.3 The Band and the Board affirm the right of the Band to exert jurisdiction on the relevance and quality of education desired for Nominal Roll Students.
- 2.4 The Band and the Board support the British Columbia Ministry of Education's recognition that the success of First Nations Students is a major priority.
- 2.5 The Band and the Board agree that maximum educational opportunities and benefits for Nominal Roll Students can be best achieved through regular and ongoing consultation and agreements between the Band and the Board.
- 2.6 The Band and the Board agree that the linguistic and cultural differences that exist between First Nations Students and non-First Nations students may require enhanced curriculum, support bridging, and understanding to enable Nominal Roll Students to succeed in a District School.
- 2.7 The Band and the Board want to ensure that the Board's policies and curriculum reflect Secwépemc world views, values, laws and traditions.
- 2.8 The Band and the Board agree that a key objective of this Agreement is to build a positive, effective, collaborative and constructive relationship to improve and support Nominal Roll Students' sense of belonging, educational outcomes and to achieve high levels of Nominal Roll Student success, graduation and transition to post-secondary education and training.
- 2.9 The Band and the Board agree that:
 - 2.9.1 the scope of this Agreement is limited to providing support and services for Nominal Roll Students;
 - 2.9.2 the funding for the Board's fulfillment of its obligations under this Agreement is provided by the Tuition Fees, the Board shall use the Tuition Fees for the sole purpose of fulfilling its obligations under this Agreement and the Board is not obligated to use other funding to fulfill its obligations under this Agreement;
 - 2.9.3 the Board shall take all reasonable steps to ensure that it is able to fulfill its obligations under this Agreement using the Tuition fees, provided that if despite

taking all reasonable steps it is unable to fund the performance of its obligations under this Agreement, then the Board will notify the Band and will discuss with the Band, a priority order in which the Board obligations under this Agreement are to be fulfilled in order to fulfill the spirit and purpose of this Agreement;

- 2.9.4 the Board shall notify the Band promptly if it identifies that it may be unable to fund the performance of all its obligations under this Agreement, so that the priority order can be established as early as possible; however, the Band recognizes that the Board's administration and organization is complex, and it shall not be considered unreasonable if there is some delay before the Board identifies an insufficiency of funds;
- 2.9.5 to the extent the Board and the Band, each acting reasonably, have agreed upon a priority order of the Board's obligations under this Agreement, the Board will not be in default of its obligations under this Agreement to the extent that its obligations are performed in accordance with the agreed priority order;
- 2.9.6 the Board shall take all reasonable steps, in cooperation with the Band, to acquire Additional Funding from external sources required or useful for the purpose of fulfilling the spirit and purpose of this Agreement; and
- 2.9.7 for certainty, all Nominal Roll Students shall continue to have full and equal access to any benefits, financial support, or waivers of fees that are generally available to students within the School District in accordance with Board policies.

3.0 Statement of Shared Intent

During the term of this Agreement, the Band and the Board intend to work together to achieve the following objectives:

- 3.1 To work diligently to assess the educational needs of Nominal Roll Students with their families and arrange the delivery of services that will meet these needs.
- 3.2 To enhance and affirm a strong identity, pride in heritage and healthy self-esteem in Nominal Roll Students.
- 3.3 To prioritize Secwepemctsin and Secwépemc history and culture within Educational Programs.
- 3.4 To work together to develop policies, programs and protocols promoting awareness and respect among School Staff of Secwépemc culture, language and history and integrate Secwépemc cultural values and information about the Secwépemc in appropriate curriculum areas.
- 3.5 To facilitate and increase the percentage of Nominal Roll Students who upon graduation demonstrate academic skills and self-sufficiency and responsibility such that they are able to gain immediate employment or gain successful entrance into post-secondary institutions.
- 3.6 To ensure that the Band has active participation in the Board's hiring process for the Aboriginal positions which have a major impact on Nominal Roll Students, in accordance with the Aboriginal Hiring Protocol referenced in [Board Policy 16](#).

- 3.7 To actively involve and collaborate with the Band, Elders, and other First Nations resource people in District Schools.
- 3.8 To cooperate with the government agencies or institutions in the ongoing professional development of Secwépemc education personnel in District Schools and Band Schools.
- 3.9 To work together with other educational stakeholder groups within the School District, including teachers, administrators, and support staff, to enhance educational opportunities and promote success for Nominal Roll Students.
- 3.10 Support the Band's meaningful participation in the Aboriginal Education Council as per the Aboriginal Education Council's Terms of Reference. The AEC's Terms of Reference can be found under [Board Policy 16](#).
- 3.11 To develop and implement specific performance targets for monitoring and reducing the over-representation of Nominal Roll Students in Alternate Education Programs.
- 3.12 To work together to increase the number of Nominal Roll Students taking academic courses so that every capable Nominal Roll Student is placed in an Educational Program that leads to Dogwood graduation and a full range of post-secondary opportunities, such as training, post-secondary education and employment.

4.0 The Board's Obligations

- 4.1 The Board agrees to enrol and assist in providing the highest quality academic programs appropriate to each individual Nominal Roll Student in accordance with the *School Act* and Regulations and orders thereunder, and culturally relevant programs in accordance with the terms of this Agreement.
- 4.2 The Board agrees to provide to Nominal Roll Students equal access and opportunity to quality education appropriate to each individual Nominal Roll Student in a manner consistent with Board practices for all students enrolled in Educational Programs.
- 4.3 The Board agrees to work toward increasing the number of staff of Aboriginal ancestry with priority given to qualified Secwépemc persons working with Nominal Roll Students, subject to Human Rights legislation and the Teachers' Union Collective Bargaining Agreement.
- 4.4 The Board agrees to cooperate with the Band and the Band agrees to assist the Board, as requested, to provide training associated with the delivery of Educational Programs to Nominal Roll Students.
- 4.5 The Board agrees to consult and collaborate with the Band, through the Aboriginal Education Council, in the planning for the expenditure of any Targeted Funding provided by the Province and/or the Federal Government to the Board relating to Aboriginal students for Aboriginal Education Programs and Services. The Board and the Band will work collaboratively with the Aboriginal Education Council to address all aspects of Aboriginal Education within School District No. 73 in accordance with the AEC's Terms of Reference which can be found under [Board Policy 16](#).

- 4.6 The Board agrees to have the Band involved in the development of the Board's Framework for Enhancing Student Learning and the Aboriginal Enhancement Agreement through direct consultation with the Band and the Aboriginal Education Council.
- 4.7 The Board agrees to provide, by June 30 of each year, notice to the 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 for Nominal Roll Students.
- 4.8 The Board agrees to provide notification of non-instructional days to the Band as soon as these dates are known.
- 4.9 Based on the premise that the Board is responsible to meet the educational programming and support needs of all Nominal Roll Students enrolled in District Schools during the School Year, should a student be suspended, be expelled from school, or choose an alternate education program and should that student wish to continue with an Educational Program with the district, whether it be correspondence/distance education or tutoring/tutorial support or other appropriate educational activity, the Board agrees to collaborate with the Band to provide programs and services that support students in accordance with the *School Act*. The Board and the Band will seek to ensure that, wherever necessary, additional educational and financial arrangements are made to meet the needs of such Nominal Roll Students. If additional authorization is required, the matter will be referred to the Superintendent's office and the education managers of the Band. The Board and the Band have joint responsibility to keep Nominal Roll Students and Parents informed of intents and decisions at all times.
- 4.10 The Board agrees to distribute copies of this Agreement to the principals of District Schools and other relevant School Staff and to review the terms of this Agreement on an ongoing basis throughout the School Year.
- 4.11 The Board will work with the Band to continuously develop innovative strategies to keep Nominal Roll Students in school and maintain the Attendance Protocol.
- 4.12 The Board agrees that acknowledging the traditional Secwepemcúlecw is a way of honouring and showing respect for the Secwépemc who have been living and working on this land from time immemorial. Acknowledging the territory will be performed at any School District function including but not limited to meetings, school assemblies, awards nights, and graduation ceremonies. Protocols are to be followed in accordance with [Board Policy 16](#) – Aboriginal Recognition and Aboriginal Voice.

5.0 The Band's Obligations

- 5.1 The Band will appoint by Band Council Resolution a representative and/or alternate to be the voting member on the Aboriginal Education Council.
- 5.2 The Band's Education Department will 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 educating Nominal Roll Students.
- 5.3 The Band's Education Department agrees to include agenda items reasonably raised by the Board at duly convened Chief and Council meetings.

- 5.4 The Band agrees to distribute a fully executed version of this Agreement to Band Education Staff to ensure Parents have access to this Agreement.
- 5.5 The Band's Education Department agrees to provide the Board with lists of Band Education Staff who are available to assist in District Schools.
- 5.6 The Band agrees to take reasonable steps to promote the active participation and involvement of Parents, Elders, cultural resource people, and other members of the Band in the education of their children, both curricular and extra-curricular.
- 5.7 The Band agrees to keep themselves informed of programs and practices of the public school system and, as needed and when resources permit, provide extra tutoring for Nominal Roll Students.
- 5.8 The Band agrees to pay the Board the Tuition Fees as follows:

October 31 st	10% (based on September 30 th nominal roll)
December 31 st	30% (based on September 30 th nominal roll)
March 31 st	30% (adjusted based on current year enrolment)
June 30 th	30% (balance payable on current year enrolment)

6.0 Curriculum Development and Delivery

- 6.1 The Band and the Board agree to work together to include curriculum, materials and resources that promote an understanding of and appreciation for Secwepemctsin and Secwépemc history and culture and of First Nations people in British Columbia, including curriculum in respect of the residential school experience and the process of reconciliation. In order to implement this Section 6.1, the Board agrees to utilize, to the extent feasible, existing curriculum materials and educational resources developed by the local bands within the District, including curriculum materials and educational resources developed by the Secwépemc Museum and Heritage Park, Secwépemc Cultural Education Society and Chief Atham School.
- 6.2 Both parties agree to work together to provide necessary resources, personnel and/or release time to:
 - 6.2.1 Assist in the development of culturally appropriate curriculum;
 - 6.2.2 Purchase and/or develop curriculum resource materials for First Nations studies and other programs with First Nations content; and
 - 6.2.3 Provide staff cross-cultural awareness training.
- 6.3 The Band and the Board agree that Secwepemctsin will be offered in District Schools. Secwepemctsin instruction will be delivered by an intermediate Secwépemc speaker who can read and write in Secwepemctsin, subject to the Board's ability, acting in good faith and using best efforts, to negotiate employment terms and subject to the Board's obligations under the Teachers' Union Collective Bargaining Agreement and Teacher's Regulation Branch. The Board will consult and collaborate with the Band to ensure that the Secwepemctsin curriculum is developmentally and culturally appropriate for Nominal Roll Students.

7.0 Student Records

- 7.1 The terms of this Agreement, including this Section 7 are subject to compliance with the British Columbia *Freedom of Information and Protection of Privacy Act*.
- 7.2 The Band and the Board recognize and support the authority of Parents to permit the release of Student Records to the Band.
- 7.3 Upon receiving a written consent in approved form from a Parent of a Nominal Roll Student, the Board, at the request of to the Education Manager or the Manager's Designate, will release the Student Records to the Education Manager or designate.
- 7.4 The Band and the Board acknowledge and agree that a Parent who has provided a consent under Section 7.2 may at any time withdraw that consent and if such consent is withdrawn the Board is under no obligation to share the Student Records with the Education Manager or member of the Band Education Staff designated by the Education Manager.

8.0 Assessment and Placement

- 8.1 The Parties recognize the importance of ensuring that Nominal Roll Students are placed in the most academically rigorous program that will best meet their learning needs. The Board will monitor the progress of Nominal Roll Students and ensure that they are placed in academically appropriate programs.
- 8.2 The Board and the Band will work together to develop and implement appropriate criteria and processes for identifying Nominal Roll Students who may require special accommodations or adapted conditions for Provincial Assessments, recognizing that early identification and intervention is necessary to promote Nominal Roll Student success.
- 8.3 Where necessary, the Board will ensure that adequate services are provided to Nominal Roll Students with special needs, gifted learners and Vulnerable Students who have been identified through an appropriate and transparent assessment process. The Band and the School District will encourage parental involvement in Inclusive Education Plans (IEPs) for children with special needs. The Board will implement a Service Plan (SP) for every student identified as a Vulnerable Student in collaboration with the Band.
- 8.4 The Board will collaborate with Band Education Staff to deliver public information sessions regarding IEPs and SPs at an on-reserve location as reasonably required, and as agreed upon by both the Band and the District.
- 8.5 The Board agrees that IEPs and SPs are not intended to be indefinite and the Board will take all reasonable steps to ensure that IEPs and SPs are reviewed and revisited bi-annually and, if appropriate, revised in collaboration with the Nominal Roll Student and their Parent.
- 8.6 Placement of Nominal Roll Students requiring assessments will occur only after the following steps have been completed:
 - 8.6.1 The Nominal Roll Student's Parent has provided their Informed Consent in writing prior to an assessment and/or program placement or any timetable changes or new timetables that could result from an assessment;

- 8.6.2 The Band has obtained the Parent's Informed Consent to receive information about the Nominal Roll Student assessment and placement (although this shall not be required if the Parent chooses to pursue the assessment without Band involvement);
- 8.6.3 Collaboration and planning among the Education Manager, the Manager's Designate and School Staff regarding IEPs and other Inclusive Education programs.
- 8.6.4 A written report stating the reason for the placement, the options considered, and the educational opportunities gained and lost by the placement, has been received and approved by the Parent and the Band;
- 8.6.5 Any appeal regarding the assessment and placement must be placed by the Parent. The Band may support the Parent in the appeal process;
- 8.6.6 The Board through its District Schools agrees to provide accurate and comprehensive career and academic counselling and advising to Nominal Roll Students to enhance success potential of students in post-secondary programs.
- 8.6.7 The Board in conjunction with the Education Manager or the Manager's Designate, will provide assistance to Nominal Roll Students, regarding career counselling, and meeting the Provincial academic requirements and standards.
- 8.7 Where appropriate in the best interests of the student, an SP will be developed for a Nominal Roll Student as follows:
 - 8.7.1 School Staff will work together with the Education Manager or the Manager's Designate to identify a Vulnerable Student's individual learning needs, along with necessary learning supports and interventions to be provided by School Staff;
 - 8.7.2 School Staff will work together with the Education Manager or the Manager's Designate to develop and implement an Adapted Program; and
 - 8.7.3 the Education Manager or member(s) of the Band Education Staff designated by the Education Manager will intervene in the home or in the community, as appropriate.
- 8.8 Nominal Roll Students will be given the same opportunities as other students to make course selections in accordance with Board Policy provided that course selection changes require Parent consent.
- 8.9 The Band School will provide the relevant School Staff with copies of assessments of Nominal Roll Students transferring to District Schools.
- 8.10 Regarding Band School students, the Band School will adhere to its internal process in regards to forwarding Nominal Roll Student assessments and records, in a timely manner.
- 8.11 The Band and the Board will collaborate to continue to provide educational services to the extent practicable to any Early School Leaver.

9.0 Discipline and Safety

- 9.1 Discipline related to Nominal Roll Students shall be in accordance with the *School Act*, the Regulations and Board Policies and Administrative Procedures, with due consideration given to the recommendations on discipline policy provided by the Band including alternate approaches.
- 9.2 Principals shall meet from time to time with the Education Manager or the Manager's Designate and Nominal Roll Parents to clarify school discipline policies, procedures and protocols.
- 9.3 School Staff and the Education Manager or the Manager's Designate will employ a team approach when dealing with global disciplinary issues involving Nominal Roll Students. For greater certainty, the Board will encourage School Staff to work collaboratively with the Education Manager or the Manager's Designate in such matters, including hearings and appeals.
- 9.4 Both Parties agree that Students should be provided with a safe, healthy, nurturing environment with the goal of eliminating: bullying, racism, indifference, bias, marginalization and stereotyping.
- 9.5 Pursuant to Section 7.3, the Board agrees that the Education Manager and the Manager's Designate shall be notified of potential disciplinary action and all correspondence related to the discipline of a Nominal Roll Student.

10.0 Cross Cultural Awareness and Hiring In The School District

- 10.1 The Board agrees the hiring of District staff must reflect the community they serve, in accordance with the Aboriginal Hiring Protocol referenced in [Board Policy 16](#).
- 10.2 The Board will pay honoraria to Elders in accordance with the Elders and Knowledge Keepers Program Protocol as outlined in [Board Policy 16](#) and will be guided by Secwépemc traditional protocols when inviting Elders to visit and participate in educational programs within District Schools.
- 10.3 The Board agrees to organize and implement periodic professional development activities related to Aboriginal Education.
- 10.4 The Board agrees to collaborate with the Band in hosting and implementing Secwepemctsin and Secwépemc history and culture programs, workshops, ceremonies and other School District events.

11.0 Communication

- 11.1 The key component of this Agreement is effective communication between the Board, the Band, School District staff and Parents. As needed, Band education coordinators / managers or designates may assist District Staff and Parents to support and facilitate a common understanding of the student in question.
- 11.2 The Board and the Band agree that the best interest of the student will guide all decisions made on their behalf.
- 11.3 The Board and the Band agree to work in partnership to maintain excellent communication.

- 11.4 The Board will take all reasonable steps to encourage schools to hold parent-teacher interviews at least once per year at an on-reserve location and the Band agrees to assist in coordinating such events. The Band acknowledges that the Board is unable to require individual teachers to participate in such events pursuant to the Teachers' Union Collective Bargaining Agreement.
- 11.5 The Board and the Band agree to support the Vulnerable Students through regular meetings of the Extended School Based Team (as required).

12.0 Finance

- 12.1 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 (ISC), 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 Nominal Roll Students for whom the Band receives Tuition funding from Indigenous Services Canada (ISC).
- 12.2 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.
- 12.3 For greater certainty, the Parties agree that the Band is responsible only for Tuition Funding received from Indigenous Services Canada for the Tuition Fees of the Band'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 School District 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 ISC, or which exceeds the First Nation Student Rate.
- 12.4 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.
- 12.5 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 30th 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.

- 12.6 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 Band's students in the same manner as occurs with the Ministry of Education.
- 12.7 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)
- 12.8 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).
- 12.9 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 Canada's 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.

13.0 Default

- 13.1 If there is a default under the terms of this Agreement, the issue will be referred to the dispute resolution process in Section 18.

14.0 Access to Resources and Services

- 14.1 The Board and the Band, at a cost negotiated by the Board and the Band, will make available for the purpose of fulfilling the terms of this Agreement or as mutually agreed by the Parties:
 - 14.1.1 Resources and personnel to share ideas, put on workshops, undertake professional development, circulate information, and work with teachers, students and Parents;
 - 14.1.2 Materials and supplies at cost from the District Resource Library;

14.1.3 Assessment and evaluation services for students of the Band School who will be transferring to or graduating and attending District schools; and,

14.1.4 The expertise of the district's Purchasing Department to one representative designated by the Band.

14.2 Access to School District Activities

14.2.1 The Board will encourage the Kamloops Thompson Teachers Association, the Canadian Union of Public Employees Local 3500, and the Kamloops-Thompson Principals and Vice Principals Association to extend an invitation to the Band Schools to participate in appropriate professional meetings, conferences, and training sessions.

14.2.2 The Board will invite Band Schools to participate in mutually agreed upon extra-curricular activities.

14.2.3 When possible, the Board and the Band School will encourage the mutual use of resource materials to enhance cultural and educational development of students and staff.

14.2.4 When agreed to by the Board and the Band Schools, a secondment or exchange of teachers and/or other instructional staff may be arranged.

14.3 Student Orientation

14.3.1 The Board will develop an orientation program for Nominal Roll Students enrolled or transitioning in District Schools or transferring to schools in the School District.

14.4 Access to First Nations Activities

14.4.1 The Band will communicate activities, where School District Staff and Students may be invited to participate.

14.5 Transportation

14.5.1 The Board will provide appropriate transportation consistent with Board Policy No .17 for all Nominal Roll Students who attend a public school within their catchment area or who are attending Alternate Education Programs.

14.5.2 The Board and the Band will work together and take all reasonable steps to find enhanced transportation solutions beyond that generally provided to all students to meet the specific needs of Nominal Roll Students attending schools of choice located outside their catchment area.

14.5.3 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.

14.5.4 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.

14.5.5 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.

15.0 Transfer of Students

15.1 Reciprocal transfer of students between Band Schools and District Schools will be discouraged after September 30, unless it is in the best interests of the Student.

15.2 The Board will discourage Nominal Roll Students from transferring to other District Schools, unless it is in the best interest of the Student.

16.0 Reporting and Monitoring

16.1 The Board will prepare and deliver progress reports to the Band during each School Year in respect of its obligations under this Agreement and the progress achieved toward the shared objectives set out in Section 3 as follows:

16.1.1 a mid-year completed at approximately the half-way point in the year;

16.1.2 a final report completed at the end of the school year.

16.2 The content of the reports referred to in Section 16.2 will be as follows:

16.2.1 The number of students covered by this Agreement and their programs (eg. academic, modified, adapted, work experience);

16.2.2 Attendance rates, graduation rates (Dogwood and school completion), student retention data by grade, Ministry Designations, suspensions, academic achievement results for K-7 students, district assessments, provincial assessment results;

16.2.3 The number of teaching and non-teaching staff working directly with Nominal Roll Students;

16.2.4 Measures used to track Nominal Roll Students and program performance; and,

16.2.5 Other data related to Nominal Roll Students agreed to by the Board and the Band.

16.3 School Staff and Band Education Staff will meet as reasonably required, but in any case at least once per term, to discuss the performance of and support for individual Nominal Roll Students. These performance meetings will happen at schools. The Board and the Band will cooperate to set meeting dates in advance, so that members of the School Staff and Band Education Staff have reasonable notice.

16.4 The Board and the Band agree to monitor and address the over-representation of Nominal Roll Students in the Alternate Education Programs and non-academic streams as follows:

16.4.1 The Board will cause School Staff to maintain an up-to-date list of Nominal Roll Students who are enrolled in Alternate Education Programs, IEPs, SPs and non-academic Educational Programs and to provide such information to the Board.

16.4.2 The Board and the Education Manager and other members of the Band Education Staff designated by the Education Manager will hold Consultative Meetings at the request of either party to review 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.

16.4.3 Where the Board and the Band mutually agree, the Board and the Band may implement specific actions to reduce over time the over-representation identified in Section 16.4.2 and, once agreed, will amend this Agreement accordingly.

17.0 Dates of Agreement

17.1 Term

This agreement between the Band and the Board will be for the period from July 1, 2020 to June 30, 2025.

17.2 Extension

This agreement may be extended or amended with the mutual consent in writing of the Band and the Board prior to April 1 of any year within the term of the Agreement.

18.0 Dispute Resolution

18.1 Attempt to Settle

The Band and the Board shall attempt to settle any disputes arising under this Agreement in good faith without referring the matter to the Dispute Resolution Committee.

18.2 Dispute Resolution Committee

If a dispute in respect of any interpretation or implementation of this Agreement arises between the Band and the Board which is not settled amicably through informal discussion within 30 days, the parties shall establish a panel consisting of three members. The purpose of the Dispute Resolution Committee shall be to resolve as expeditiously as possible any dispute arising under this Agreement as not to impair progress in the implementation of the provisions of this Agreement.

The Band and the Board will each appoint one member of the Dispute Resolution Committee and two of whom shall agree upon the appointment of the third member, who shall be the Chair of the Dispute Resolution Committee. The third member shall be a qualified professional mediator whose costs shall be paid equally by the Band and the Board. The Dispute Resolution Committee will convene within 10 business days and every attempt shall be made to resolve the issue within 30 days. During this process, the Band and the Board shall take all reasonable and good faith steps to participate and resolve the dispute.

18.3 Commercial Arbitration

If the Dispute Resolution Committee is unable to resolve the dispute within 30 days, the parties shall refer the dispute for final determination by a single arbitrator pursuant to the provisions of the *Arbitration Act* of the Province of British Columbia and amendments thereto, and each party share pay 50% of all costs and expenses of the arbitration.

19.0 Notices

19.1 Any notice will be deemed valid if delivered personally on the day of delivery, or if mailed, on the third business day after the mailing of the same in Canada by registered mail

To the Band: Tkemlúps te Secwépemc
200-330 Chief Alex Thomas Way
Kamloops, BC V2H 1H1

Attention: Jade Seymour, K-12 Education Coordinator

To the Board: School District No. 73 (Kamloops-Thompson)
1383 - 9th Avenue
Kamloops, BC V2C 3X7

Attention: Secretary-Treasurer

19.2 Either party may, from time to time, give to the other written notice of any change of address of the party giving such notice and from and after giving such notice, the address therein specified will, for the purpose of Section 19.1 be conclusively deemed the address of the party giving notice.

20.0 References

20.1 Every reference to the Band will include the Chief and any person designated by the Band to act on its behalf with respect to any provision of the Agreement.

20.2 Every reference to the Board will include the Chairperson of the Board, and any person designated by the Board to act on its behalf with respect to any provision of the Agreement.

21.0 General

21.1 This Agreement will be governed in accordance with the laws in force in the Province of British Columbia and the laws of Canada applicable therein.

21.2 This Agreement will be to the benefit of and binding upon parties hereto and their respective successors and assigns.

21.3 This Agreement is without prejudice to the assertions of the Band to Aboriginal title to lands and resources within the Traditional Territory of the Band or the rights of the Band to self-governance.

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

SIGNED: On behalf of the Band



TK'EMLUPS TE SECWÉPEMC

Date: 24/02/2021

Chief/Kúkpi7 Rosanne Casimir

Witness

SIGNED: On behalf of the Board



BOARD OF EDUCATION

Date: APR. 13, 2021

Rhonda Kershaw, Chair

Witness



**SCHOOL DISTRICT NO. 73
(KAMLOOPS-THOMPSON)**

Date: APR. 13, 2021

Kelvin Stretch, Secretary-Treasurer

Witness