PROVINCIAL

LOCAL EDUCATION AGREEMENT

(September 2023)

INTRODUCTION

The negotiation and adoption of a Local Education Agreement (LEA) provides a significant opportunity for a First Nation and a Board of Education to focus attention on improving educational outcomes for First Nations Students and on developing the relationship necessary to accomplish that mutual goal.

Boards of Education and First Nations are encouraged to negotiate a customized LEA reflective of their relationship and any specific or unique circumstances.

The purpose of this Provincial Local Education Agreement (Provincial LEA) is to serve as an available precedent for an LEA between a Board of Education and one or more First Nations where so desired. This Provincial LEA is intended to provide a preliminary and interim LEA, whereby Boards and First Nations ultimate negotiated customized LEAs tailored to their needs. The terms of this Provincial LEA reflect the BC Tripartite Education Agreement between Canada, British Columbia, and the First Nations Education Steering Committee to support First Nations Student success. This Provincial LEA represents basic terms for an effective LEA. First Nations and the Boards may agree to include additional provisions to address their unique circumstances.

Where a Board and one or more First Nations within a School District have been unable to agree to a custom LEA, this Provincial LEA will apply at the request of the First Nation(s).

THIS AGREEMENT made and entered into this 18th day of December 2023 shall be effective from the 1st day of July 2023.

BETWEEN:

THE LOWER SIMILKAMEEN INDIAN BAND

as represented by its duly elected Chief and Council

having an office at 1420 Highway 3,

Cawston, British Columbia, VOX 1C3

(hereinafter called the "First Nation")

Of the first part

AND:

School District No. 53 (Okanagan Similkameen)

as represented by the Board of Education

a corporation constituted pursuant to S.85 of the School Act

having an office at 6161 Okanagan St Oliver,

British Columbia, VOH 1TO

(Hereinafter referred to as the "the Board")

Of the second part

(hereinafter called the "Board")

(collectively called the "Parties")

WHEREAS:

A. On July 1, 2018, the Province of British Columbia, the Government of Canada and the First Nations Education Steering Committee entered into the BC 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 school in British Columbia, through the provision of high quality and culturally relevant elementary and secondary educational programs and services, and supported by funding that is responsive to unique needs of First Nation Students, First Nation Schools and communities.

B. The parties to the BCTEA recognize Local Education Agreements ("LEAs") as an integral part of the delivery of education services to First Nation students attending BC Schools, as they are an important mechanism for building relationships between First Nation communities and boards of education and schools to support improved First Nation student outcomes.

C. In furtherance of this, the parties to the BCTEA developed Guiding Principles for LEAs and this Provincial LEA to serve as a standard LEA for First Nations and boards of education and apply, at the request of a First Nation, where there is no existing LEA between a First Nation and a board of education.

D. The Province of British Columbia enacted the *Declaration on the Rights of Indigenous Peoples Act* (Declaration Act) on November 28, 2019 which affirms the application of the *United Nations Declaration on the Rights of Indigenous People* (UN Declaration) to the laws of British Columbia and requires the provincial government to take all measures necessary to ensure the laws of British Columbia are consistent with the UN Declaration and to develop an action plan to meet the objectives of the UN Declaration.

E. The Parties acknowledge, in particular, article 14 the UN Declaration, which affirms, *inter alia,* the right of Indigenous people to all levels and forms of education of the State without discrimination, and that States shall, in conjunction with indigenous peoples, take effective measures, in order for indigenous individuals, particularly children, including those living outside their communities, to have access, when possible, to an education in their own culture and provided in their own language.

F. The Parties acknowledge the Government of British Columbia's *Draft Principles that Guide the Province of British Columbia's Relationship with Indigenous Peoples (May* 2018)("10 Principles"), which:

> "...are intended as bold statements to guide this new relationship and end the denial of Indigenous rights that have led to disempowerment and assimilationist policies and practices. The principles will assure the Province conducts itself in a way that reflects *a clear shift in an often troubled relationship with Indigenous peoples to a modern government-to-government relationship that is strong, sophisticated and valued.* These principles create the space needed to exercise our respective jurisdictions for the benefit of all British Columbians. We will recognize success when we know Indigenous peoples believe themselves to be self-determining, self-governing, self-sufficient and can practice their Indigenous cultural traditions and customs as an important and respected part of B.C. society." (emphasis added)

G. The Parties recognize that the signing of this LEA is a step consistent with the Province of British Columbia's implementation of the UN Declaration, as well as 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 Board has the authority, under section 86 (3) of the *School Act,* to enter into agreements with a Council of a Band as defined in the federal *Indian Act,* RSC, c. I-5, or the council of an Indian band established by another Act of the government of Canada, with respect to the education of First Nations Students.

I. The First Nation, pursuant to its inherent jurisdiction over educational matters, has the authority and responsibility for the education of First Nation Students and desires to ensure its students all have access to, and receive, quality education that is respectful and reflective of their unique culture and history.

J. The Parties agree that the principals, teachers and other staff in BC Public Schools have a central and important role to play in the provision of quality education programs and services and in the implementation and effectiveness of a LEA.

K. The Parties wish to enter into this Agreement to set out the terms and conditions regarding the purchase of education services by the First Nation from the Board for the First Nation's Students.

L. The Parties recognize that in an emergency, such as the COVID-19 health pandemic, Indigenous Peoples have and are likely to experience disproportionate and distinct impacts as a result of their circumstances, such as remoteness, vulnerabilities and capacity.

M. Any other recitals the Parties may agree upon.

THEREFORE the Parties agree as follows:

1.0 PURPOSE

1.1 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 First Nation and the Board regarding the education of First Nations Students in the School District.

2.0 GUIDING PRINCIPLES

2.1 The Parties will be guided by the UN Declaration and recognize that Indigenous people have a right to all levels and forms of education of the state without discrimination, and that states shall, in conjunction with indigenous peoples, take effective measures, in order for indigenous individuals, particularly children, including those living outside their communities, to have access, when possible, to an education in their own culture and provided in their own language.

2.2 The Parties will be guided by the following principles:

First Nations' Central Role in First Nations Education

a) First Nations families and communities have the right to retain shared responsibility for the upbringing, training, education and well-being of their children, consistent with the rights of the child, and Indigenous peoples have the right to establish and control their educational systems and institutions providing education in their own languages, in a manner appropriate to their cultural methods of teaching and learning.

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.

First Nation Students Access to Quality Education

d) 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 21st century technological skills; and
iii. prepare them to access any opportunities they choose for higher learning, employment and life choices.

Reconciliation & Collaboration in First Nation Education

e) 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.

f) 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 gap and contribute to reconciliation in education.

g) 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.

h) Strong, effective and inclusive educational systems provide a fundamental opportunity for building relationships and advancing reconciliation between the Crown and First Nations, as expressed in the TRC's Calls to Action and the UN Declaration.

i) 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.

j) 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.

k) LEAs are an important mechanism to facilitate relationship-building, from negotiation through to ongoing implementation.

l) The standards set by the *United Nations Declaration on the Rights of Indigenous Peoples* apply to First Nations education.

m) The Truth and Reconciliation Commission's Calls to Action set out a framework for reconciliation, including with regard to First Nations education, that must inform the relationships and collaboration between First Nations, the Province and boards of education.

Parental Choice

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

First Nation Student Safety

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

Shared Accountability and Data-Sharing

p) 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.

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

3.0 RESPONSIBILITIES & COMMITMENTS

3.1 The Board agrees to:

a) Ensure that First Nation Students have equitable access to educational programs, including Indigenous language instruction, 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 particularly the Okanagan Nation based resources;

c) Promote the offering of, and enrollment 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 enrollment in Indigenous Language courses in line with the Minister's mandate to develop new First Nations history curriculum, develop full-course offerings in Indigenous 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 Indigenous language learning educators and experts;

e) Support principals and teachers in effectively delivering educational programs referred to in sections 3.1 (b), (c) and (d);

f) Consistent with the *Declaration Act,* the UN Declaration, the Province's 10 Principles, the TRC Calls to Action and the purpose and guiding principles of BCTEA, spend Indigenous(Targeted) Funds on Indigenous Education Programs and Services identified through the direct involvement of and joint sign off by Indigenous communities working with the Board to support the success of Indigenous Students;

g) Ensure Schools support First Nation Students to participate in extracurricular and sports activities. The district and schools will be supportive of traditional activities which occur outside of school such as traditional hunting, cultural events, gathering foods and medicine, branding cattle, and First Nation community events.

h) 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);*

i) Communicate details of this Agreement, including its purpose, objectives and principles, with school personnel, in particular principals and teachers;

3.2 The First Nation agrees to:

a) 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;

b) Encourage and support First Nation Students to participate in extracurricular and sports activities;

c) Subject to receiving Tuition Funding from Indigenous Services Canada, pay the Board the Tuition Fees as agreed to and set out in this Agreement.

d) Any other responsibilities the Parties agree are useful/necessary.

3.3 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 First Nation to develop and implement strategies to keep First Nation Students in school and maintain and implement the Attendance Protocol;

b) In the case of an Early School Leaver, work with the First Nation to collaborate on a plan that best meets the educational needs of 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 First Nation Peoples Day activities, in Schools and on the land within the School District;

e) Promote and support effective professional development focused on local First Nations history, language and culture;

f) Work with the First Nation, and the Aboriginal Education Council where applicable, on how to effectively use the Targeted Aboriginal Education Funding, including any surpluses, to support First Nation Student needs and improve learning outcomes;

g) Communicate details of this Agreement, including its purpose, objectives and principles, with school personnel, and in particular principals and teachers; and continue to invest in the education of all staff on First Nations culture and cultural sensitivity. The LSIB would like to partner with the school district on cultural sensitivity resources and in-service (currently being developed).

3.4 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.

4.0 EDUCATIONAL RESOURCES

4.1 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, such as through Board/Authority Authorized courses, and for events and ceremonies that takes place at a School; and

b) Offer English First Peoples 10, 11 and12, BC First Peoples 12 and Contemporary First Nations Studies 12 and residential schools curriculum;

4.2 a) The Parties will, with the First Nation providing leadership and direction, work together to address the history of the Indian residential school system through the development and implementation of curriculum, materials and resources, and

through professional development opportunities, in a sensitive and appropriate manner.

b) utilize local knowledge keepers to teach local protocols and customs.

4.3 The Parties will work in partnership to develop and implement First Nation language programs. Recommend and make available our local language nsyilxcn Paul Creek books 1, 2, 3, and 4.

4.4 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.

4.5 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.

5.0 DOGWOOD GRADUATION

5.1 Given the overrepresentation of First Nations students in alternate programs, and to counter the racism of low expectations reported by the Auditor General in 2015, the Board will first and foremost encourage and support First Nation Students to achieve an 80 credit Dogwood graduation certificate, and will ensure that the intentional or unintentional streaming or marginalization of First Nation Students is not tolerated.

5.2 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.

5.3 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 IDENTIFICATION OF FIRST NATION STUDENTS REQUIRING SPECIAL EDUCATION ASSESSMENT

6.1 In order to ensure that First Nation Students are appropriately identified as requiring special education supports, the Board will ensure School(s) work with the First Nation and Parents to ensure appropriate and transparent ongoing informal assessments of First Nation Students to identify those who may require more formal special education assessment.

6.2 In particular, the Board and the First Nation 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 immediately upon enrollment to permit appropriate and effective planning and implementation of relevant interventions.

6.3 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.

7.0 SPECIAL EDUCATION ASSESSMENT AND PLACEMENT

7.1 The Parties agree that special education 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.

7.2 Further to section 6.1:

a) prior to the placement of a First Nation Student in a special education program, an educational psychology assessment must be completed, with the Parents' Informed Consent, that identifies the First Nation Student as requiring supports and services;

b) prior to diversion of a First Nations Student to an Evergreen Certificate path, a psychoeducational assessment must be completed, with parental consent, and must identify the First Nation Student as having an intellectual disability; and

c) 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;

8.0 SPECIAL EDUCATION PROGRAMMING

8.1 As soon as practical after a First Nation Student has been identified having diverse abilities or a disability:

a) appropriate supports and services will be identified in order to ensure that the First Nation Student obtains an education that is most appropriate for his or her needs, and in regular classroom environments as much as possible;

b) the assessment results and educational services to be provided to the First Nation Student will be outlined in an Individual 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;

c) a First Nation Student with diverse abilities or disabilities will take an active role in the design of their IEP to the maximum extent that their developmental level and ability permit, noting that factors affecting 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;

d) 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 and First Nation support staff as may be designated by the First Nation Student's Parent;

e) in cases where the Parent appoints a delegate, the Parent and the delegate will receive a copy of the IEP; and

f) in the event that the Parent declines to be involved in the IEP process and does not choose to appoint a delegate, the Board will ensure that the BC Public School will make every effort to ensure that the First Nation Student's needs are fully met.

g) In situations where parents are reluctant to be involved in the IEP process, the district is encouraged to reach out to the Education Team Lead of the First Nation, to have the opportunity to talk to the parent to help them understand that an IEP is to help the student not harm their learning in education.

8.2 In developing an IEP, standards for students with diverse abilities or disabilities 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.

8.3 The Board will ensure the School(s) work with Parents and, with the Parents' Informed Consent, the First Nation, to:

a) collaboratively identify any adaptations made to a First Nation Student's educational program;

b) 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, and only with the Informed Consent in writing of the First Nation Student's Parent, or their designate and/or their delegate; and

c) if a First Nation Student has been put on a non-Diploma 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.

8.4 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.

8.5 The Board will ensure School(s) offer each First Nation Student who has diverse abilities or disabilities relevant learning activities, in accordance with the student's IEP.

8.6 The Board will ensure that First Nation Student progress reports on their educational achievement in a special education program or on an Evergreen Certificate path are 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.

8.7 The Board will ensure that Parents are advised:

a) of their right to request a change to the placement of a First Nation Student in a special education program or on an Evergreen Certificate path;

b) 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

c) where the Parent files a request, the Parent may request, and receive, support in the process from the First Nation and/or the Aboriginal Education Council.

8.8 The Parties agree that IEPs are not intended to be static and will be reviewed and revisited at least bi-annually in collaboration with the First Nation Student and his or her Parent, or delegate support and the IEP will be either:

a) Updated;

b) Revised; or

c) Concluded, where it is determined that the First Nation Student no longer requires an IEP.

8.9 For greater certainty, the Parties agree that an IEP will only be put in place under sections 8.1 and 8.2 and it will only be updated, revised or concluded under section 8.8 where the prior Informed Consent of the Parent has been obtained.

8.10 The Parties agree that, in the case of all special education categories that are consistent, individual education plans for First Nation Students with special needs will be recognized and used as part of the planning process when those First Nation Students transition between First Nations Schools and Schools.

9.0 VULNERABLE STUDENT PLACEMENT

9.1 The Board will ensure that School(s) work with Parents and the First Nation to identify Vulnerable Students and, where identification of a First Nation Student as a Vulnerable Student is supported by evidence and demonstrated need, that an Individual Learning Plan (ILP) will be created with parental consent and involvement, and regularly reviewed, for that First Nation Student.

10.0 CHILDREN IN CARE

10.1 The Board will ensure appropriate supports are identified and learning plans developed and implemented for all Children in Care.

10.2 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.

10.3 The Parties will make best efforts to work with relevant agencies to ensure appropriate supports are implemented to assist First Nations Students who are Children in Care.

10.4 Any other responsibilities the Parties agree are useful/necessary.

11.0 STUDENT CONDUCT & SAFETY

11.1 The Parties will confirm 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)

11.2 With written consent of a First Nation Student's Parent, the Board will notify the First Nation of disciplinary action and potential escalation of disciplinary action in relation to that First Nation Student and provide to the First Nation a copy of all correspondence related to the discipline of a First Nation Student by the School administrator.

11.3 The Board will direct Schools to take a team approach with First Nation Education representatives when dealing with general disciplinary issues involving First Nation Students. The school district will work with First Nations band manager, or delegate to inform them of the process in the district to respond to threats or violent incidents. The school district and the First Nations band agree that issues on social media can become elevated and concerned parents should direct questions to the school principal.

12.0 CULTURAL AWARENESS & HIRING IN THE SCHOOL DISTRICT

12.1 The Board, in cooperation with the First Nation, 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.

12.2 As per the BC Tripartite Education Agreement, at least one non-instructional day per year will be focused on enhancing First Nations Students outcomes commencing in the 2023/24 School Year.

12.3 The Board will ensure that the First Nations will have 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, First Nations Support Workers, Aboriginal District Principals, Aboriginal Education Coordinators, classroom teachers, principals and vice-principals.

13.0 TRANSPORTATION

13.1 In order to access First Nations Transportation Fund, 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.

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

13.3 As per Schedule G of BCTEA, in the event that the Parties determine they need to revise their Joint First Nation Student Transportation Plan, and that the revisions require further funding, they may submit a revised plan to tripartite First Nations Student Transportation Committee.

13.4 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 in order to respond to any such changes.

13.5 The Board agrees that First Nation Students will not be penalized and will be supported in the event of absences or late arrivals due to transportation challenges.

13.6 That the board agrees to continue within this LEA five year agreement that all extracurricular activities in/on school property , our First Nations Students attend, to continue transportation support such as mileage to and from practices, games and or tournaments. As long as the BC Tripartite Education Agreement (BCTEA) is in effect.

14.0 REPORTING

14.1 Periodic reports:

a) The Board will provide to the First Nation three times each year:

i) the number of First Nation Students enrolled in alternate programs, secondary courses and ungraded programs;

ii) a summary of the number and nature of First Nation Students with IEPs placed in Modified or Adapted programs;

iii) the number of Early School Leavers and information on supports implemented to prevent early leaving;

iv) the number of expulsions of First Nation Students and information on supports implemented to prevent expulsion; and

v) A detailed breakdown of the budgets allotment in targeted funds.

14.2 Annual Report:

In October of each year, for the previous year, the Board will produce and provide to the First Nation 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, Additional Funding and Special Education Funding, including ELL, which includes:

a. the number of staff employed using Targeted Aboriginal Education Funding, Additional Funding and Special Education Funding and designated to work with First Nation Students;

b. the proportion of the staff's time spent working directly with First Nation Students; and

c. the staff's duties and responsibilities;

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.

14.3 The Board and First Nation will share two Nominal Roll student counts (September 30 & February 28) with the Ministry each School Year.

14.4 The Board will share with the First Nation 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;

14.5 Subject to the *Freedom of Information and Protection of Privacy Act,* upon request, the Board will provide First Nation community-specific student data to the First Nation to help inform them about their Students' progress, and to inform discussions between the First Nation and the Board on supporting those Students.

14.6 The First Nation may initiate the implementation of any formalized option agreed upon by FNESC and British Columbia, which may include an Information Sharing Protocol between the Board and the First Nation, to facilitate the provision and use of available First Nation student-specific data.

15.0 COMMUNICATION

15.1 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, regularized meetings and contact through newsletters and other correspondence, as appropriate.

15.2 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, etc.

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

15.4 Continue to operate Partnership Meetings, Education Meetings, and "Integrated Case Management (ICM) Meetings."

16.0 TUITION PAYMENT

16.1 For eligible First Nation Students on the Nominal Roll attending Schools operated by the Board on September 30th, and for whom the First Nation has received Tuition Funding from Indigenous Services Canada, the First Nation will pay to the Board the Tuition Fees amount in accordance with this section 16.0 of this Agreement.

16.2 The Board will not charge the First Nation a greater amount for the First Nation Students attending a School within the School District than the First Nation Student Rate.

16.3 For greater certainty, the Parties agree that the First Nation 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. 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.

16.4 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.

16.5 The Parties agree that Tuition Fees payable for each School Year shall be paid by the First Nation to the Board according to the following schedule and based upon the September 30th Nominal Roll figures:

a) Every two months based on the previous year's eligible tuition fees at the First Nations Student Rate and previous year's nominal roll, from September to February

b) Every two months based on the current year's eligible tuition fees at the First Nation Student Rate less (or, in addition to) the difference between the previous year's and current year's eligible tuition fees at the First Nations Student Rate and the difference between previous year's and current year's nominal roll, from March to June.

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

16.7 The Parties agree that Tuition Fees under this Agreement will be paid in installments as set out in section 16.5 herein, except where:

a) a First Nation Student has withdrawn from school during the month ending one month before the payment due date; or

b) a First Nation Student has transferred to a First Nation School or a BC Independent School during the month ending one month before the payment due date,

in which case, any further Tuition Fees for that First Nation Student will be held by the First Nation to be used for Tuition Fees to the First Nation School or BC Independent School that the First Nation Student has transferred to, or to support the continued education of the First Nation Student in support of their potential re-entry into the public system, First Nation School or BC Independent School in the future.

16.8 In the event of unexpected and exceptional circumstances that impact the provision of in-class learning, such as the COVID-19 health pandemic, the Board will work collaboratively with the First Nation to identify and accommodate First Nation Student continued learning and transportation needs through jointly signed-off continued learning plans for each First Nation Student

16.9 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).

16.10 Where Indigenous Services Canada is late in providing Tuition Funding to the First Nation,

a) the First Nation will notify the Board of the delay in receiving the funding; and

b) the Board will not charge interest to the First Nation on any amount that is outstanding due to Indigenous Services' late provision of funding.

c) Any other provisions the Parties agree are useful/necessary.

17.0 IMPLEMENTATION, MONITORING, REVIEW: LEA OVERSIGHT TEAM

17.1 The Parties hereby establish a joint LEA Oversight Team responsible for overseeing the implementation of this Agreement, with representation from the First Nation, the board, and each school at which a First Nation Student attends.

17.2 The Parties agree to jointly develop terms of reference for the LEA Oversight Team within 20 days of the signing of this Agreement, which will become a Schedule to this Agreement, and which will include:

a) the membership of the LEA Oversight Team;

b) the roles and responsibilities of the LEA Oversight Team (e.g. managing the implementation of this Agreement, including delegating tasks as appropriate);

c) a requirement that the LEA Oversight Team develop and finalize an LEA implementation plan for approval by the Parties within a specified timeframe and which, upon approval, will be appended to this Agreement;

d) the relationship of the LEA Oversight Team with the Aboriginal Education Council; and

e) other matters as agreed by the Parties.

18.0 DISPUTE RESOLUTION

18.1 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.

18.2 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.

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

18.4 Any other dispute resolution options/provisions as agreed by the Parties.

19.0 TERM & AMENDMENT

19.1 The term of this Agreement will be five years, beginning July 1, 2023 and ending June 30, 2028, unless the Parties agree, in writing, to:

a) terminate the Agreement; or

b) renew the Agreement, with or without amendments.

19.2 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.

20.0 NOTICES

20.1 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 First Nation:
Lower Similkameen Indian Band
1465 Highway 3
PO Box 100
Keremeos BC
VOX1NO

If to the Board:
The Secretary-Treasurer
School District 53
6161 Okanagan St
Oliver BC
VOH 1TO

21.0 GENERAL

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

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

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

21.4 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
SIGNED ON BEHALF OF THE FIRST NATION BY ITS DULY AUTHORIZED OFFICERS:

[redacted]

Chief Kieth Crow
Lower Similkameen Indian Band

[redacted]

Witness

[redacted]

Cheryl Janet Terbasket
Lower Similkameen Indian Band

[redacted]

Witness

[redacted]

Julia Peterson
Lower Similkameen Indian Band

[redacted]

Witness

[redacted]

Jackie Tallio
Lower Similkameen Indian Band

[redacted]

Witness

SIGNED ON BEHALF OF THE BOARD OF EDUCATION:

[redacted]

Rob Zandee - Chairman
Board of Education School District 53 (Okanagan Similkameen)

[redacted]

Witness

[redacted]

Bev Young – Superintendent
Board of Education School District 53 (Okanagan Similkameen)

[redacted]

Witness

APPENDIX A: DEFINITIONS

1.0 DEFINITIONS

The following definitions apply to the Agreement:

"Aboriginal Education Council" means a council established by a board of education or school district, comprised primarily of representatives from First Nations within the school district, to provide advice to improve outcomes for Aboriginal students.

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

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

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

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

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

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

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

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

"Early School Leavers" means:

- any First Nation Student leaving school prior to the completion of Grade 12, including students who are expelled; or

- a student who has 15 unexcused absences in a month, has missed 75% in any school month, or has missed 40% of a term or semester;

where the Early Leaver Prevention Plan has been unsuccessful and the First Nation Student has no Individual Education Plan.

"Evergreen (School Completion) Certificate" is a school leaving certificate intended to celebrate success in learning that is not recognized in a Certificate of Graduation (Dogwood Diploma). It is used to recognize the accomplishments of students with special needs and an Individual 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.

"First Nation Student Rate" means the education costs for a First Nation Student attending a BC Public School in a school district, as calculated annually by the Ministry in consultation with FNESC and Canada (formerly the "First Nations Billing Rate").

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

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

"Indigenous Services, IS, ISC or DISC" means the federal department of Indigenous Services.

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

"Individual Learning Plan (ILP)" is an education plan developed by the School-Based Team for a student who does *not* meet the criteria for an IEP but is considered to be a Vulnerable Student.

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

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

- the intervention that may take place;
- the likely benefits and risks; and
- the option to refuse or withdraw at any time,

and be provided meaningful opportunity to provide input into the assessment and placement or education referral decision.

"Minister" means the Minister of Education (BC).

"Ministry" means the Ministry of Education (BC).

"Modifications" 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.)

"Nominal Roll" means the annual census of eligible students living on-reserve and attending elementary/secondary school as of September 30.

"Operating Grants Manual" 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.

"Ordinarily resident on-reserve" 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.

"Parent" means, in respect of a student:

- the guardian of the person of the student;
- the person legally entitled to custody of the student; or
- the person who usually has the care and control of the student;

"School" or School(s)" means and includes any school operated by the Board.

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

"School District" or **"District"** means the area constituted under the *School Act* as School District # ___

"School Year" means the period beginning on July 1 and ending on June 30 the following year.

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

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

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

"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.

** And any other definitions the Parties may agree are necessary.*