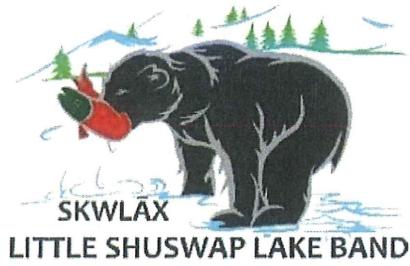


# LOCAL EDUCATION AGREEMENT



**BETWEEN**

**Adams Lake Indian Band  
Little Shuswap Indian Band  
Neskonzlith Indian Band**

**AND**

**THE BOARD OF EDUCATION SCHOOL DISTRICT No. 83  
(North Okanagan-Shuswap)**



**Effective Date: November 18, 2022**



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## LOCAL EDUCATION AGREEMENT

THIS AGREEMENT made and entered into this day of **November 18, 2022** shall be effective from the day of **November 18, 2022**.

### BETWEEN:

The Adams Lake Indian Band, Little Shuswap Lake Band, Neskonlith Indian Band  
(Hereinafter called the "Bands")

AND

THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 83  
(Hereinafter called the "Board")

(Collectively called the "Parties")

**Value Statement:** *The Bands and School District No. 83 agree on the philosophy of "making a difference by working together". The Local Education Agreement (LEA) is 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 Band students.*

### 1.0 WHEREAS:

- 1.1 The Band Councils, within the traditional territory of the Secwepemc Nation, pursuant to their inherent jurisdiction over education and training have the authority and responsibility for the education of their members.
- 1.2. The Board has the authority under Section 86(3) of the *School Act of British Columbia* to enter into agreements with a Council of a Band as defined in the Federal Indian Act, RSC, c 1-5, or the Council of an Indian Band established by another Act of the Government of Canada, with respect to the education of Band students.
- 1.3. The Bands and the Board recognize that the Board is the Provincially legislated authority relating to the governance and operation of the public schools.
- 1.4. Subject to the provisions of section 86(3a) of the School Act of British Columbia, the Band and the Board recognize that an education agreement will give Bands greater participation in and control of their students' education.
- 1.5. The Parties wish to provide educational programs within the School District for Band students that are appropriate to their cultural and linguistic heritage.
- 1.6. The Parties agree to work together to make systemic shifts to support successful educational outcomes of all Band students, by providing high quality and culturally relevant educational programs and services. This is supported by funding (through Indigenous Services Canada) from Bands to the Board (as tuition fees) with an agreement that is responsive to the unique needs of Band students, schools, and communities.
- 1.7. The Parties recognize that the signing of this LEA is consistent with the Province of British Columbia's commitment to adopting and implementing the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP) and the Truth and Reconciliation (TRC) Calls to Action. 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.

- 1.8. The Board is committed to the First Peoples Principles of Learning (Ministry of Education and Childcare and FNESC), which states that learning supports the well-being of the self, the family, the community, the land, the spirits, and the ancestors.
- 1.9. Bands and the Board share a mutual commitment to ensure that all Band students who are interested and capable of attending post-secondary educational institutions are placed in appropriate courses.
- 1.10. The Parties agree that principals, teachers, and other staff in Board schools have a central role to play in the provision of quality education programs and services in the implementation and effectiveness of the LEA. The LEA is a collective responsibility.
- 1.11. The Parties wish to enter into this Agreement to set out the terms and conditions regarding the purchase of education services by Bands from the Board for Band students.

## 2.0 GUIDING PRINCIPLES

- 2.1 The Parties believe in the importance of Secwepemc language and culture in the education of Band students. Valuing and including Secwepemc language and culture is integral to provide a quality education and to maximize opportunities for Band students.
- 2.2 The Parties will ensure that educational opportunities, success, and educational outcomes are attained for Band students by regular and ongoing engagement between Bands and the School District. This will include Bands' Education Departments, parents, Elders and community members and School District administrators, teachers, and support staff. This is to ensure Band students are supported to receive a quality education.
- 2.3 The Parties confirm policies, practices, and appropriate measures to create a safe, learning environment. This includes consideration of the School District Policy 310: Student Code of Conduct. This includes safety from racism, bias, marginalization, bullying and stereotyping.
- 2.4 The District will include, whenever possible, Secwepemc cultural goals, values, language, and traditions to enhance the curriculum, instruction and learning experience of all students.
- 2.5 Band students have a right to quality education that meets individual needs, and respects and complements Secwepemc culture and traditions and is shared by knowledgeable cultural experts who are agreed upon by Bands.
- 2.6 Bands play a central role in the education of their students within District schools. In School District No. 83, 'students are first' and the District promotes successful experiences and prepares all students, including Band students, for a life with dignity and purpose.
- 2.7 Secwepemc families and communities have the right to retain responsibility for the upbringing, training, education and well-being of their children, consistent with the rights of the child.
- 2.8 Strong Board policies, procedures, strategic planning, school growth plans, the LEA, and partnership with IEC are all necessary to ensure the success of Band students.
- 2.9 The District recognizes and appreciates Bands' unique culture and tradition. This allows for cross-bridging between Band students, community and District school(s) and staff. There is genuine understanding and respect for each other. This is essential to create an environment of acceptance, safety, and understanding.

### **3.0 RESPONSIBILITIES AND COMMITMENTS:**

- 3.1 The Parties will determine the educational and support needs of Band students in collaboration with families and provide initiatives, programs and services to meet these needs.
- 3.2 Band students have a right to feel safe at school, including safety from racism, indifference, bias, marginalization, bullying and stereotyping, which should be supported by a comprehensive code of conduct.
- 3.3. The Board and school(s) will ensure each capable Band student is placed in an educational program that leads to a meaningful Dogwood Graduation, which creates opportunities such as training, post-secondary education, and employment. This inclusive of the implementation of the Indigenous-Focused Graduation Requirement. The intentional or unintentional streaming or marginalization of Band students will not be permitted.
- 3.4 The Board will ensure that Bands have an opportunity to be meaningfully involved in the School District's hiring process for personnel, in particular those positions that have a significant impact on Band students. Equal opportunity is given to Secwepemc people.
- 3.5 The Board will increase awareness of Secwepemc culture among all students and will attempt to integrate Secwepemc cultural values as well as information about self, family, community, lands, spirits, and ancestors of the Secwepemc people in all curriculum areas.
  - 3.5.1 The Board will collaborate with Secwepemc knowledge keepers and other Secwepemc resource people.
  - 3.5.2 The Parties will 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 Secwepemc students.

### **4.0 BOARD'S RESPONSIBILITIES:**

- 4.1 The Board agrees to provide access and opportunity to Band students in a manner consistent with the belief that "Students come first" for all students in the School District, and to continue to strive towards high levels of academic success for Band students.
- 4.2 The Board agrees to appoint the Director of Instruction – Indigenous Education or designate to lead the implementation of the Local Education Agreement.
- 4.3 Based on the premise that the Board is responsible for meeting the educational programming and support needs of all Band students enrolled in School District schools for each academic school year during the term of this agreement, if a student drops out, is suspended or is placed on a part-time schedule, the Board will collaborate with Bands to create an individualized plan to transition students back to school full time. In the rare cases that they are unable to do this, the Board and the Bands will create an educational program that is agreeable to both Parties (IE, correspondence/distance education, distributed learning, blended learning, tutoring, or support).
  - 4.3.1 The Board agrees to provide the financial costs of supporting that student in accordance with the School Act.
  - 4.3.2 The purpose of this clause is to keep the student engaged and to maintain the academic, mental, and social supports to provide academic and/or counselling support. If the student is out of school for a short term, the Bands will support the student's academic requirements. If a student is out of school for a long term, it will be the Board's responsibility to work with Bands to provide an educational program.

4.3.3 The Board agrees to provide the financial costs to support that student in accordance with the School Act. The necessary educational and financial arrangements will be made between the Bands' Education Department and the Superintendent's designate.

4.4 Individual Bands may require an addendum to this agreement for services and programs required on an individual community basis that is specific to each community and is negotiated between each Band and the Board (such as summer literacy, numeracy, and cultural programs).

4.5 The Board will provide to Bands student aggregate achievement data on an annual basis. Individual bands may request their own student data. This may include but is not limited to the Early Developmental Inventory, Graduation Literacy and Numeracy Assessments, Indigenous Graduation Rates and Ministry Reports.

4.6 The Annual Report will provide a financial report of funds collected and services provided.

4.7 In October of each year, the Board will produce and provide to Bands the annual Framework for Enhancing Student Learning report which includes:

- a. Attendance rates;
- b. Percentage of students who are on track or extending for reading, writing and numeracy in the previous year's Foundation Skills Assessment;
- c. Participation rates for the Foundation Skills Assessment;
- d. Graduation Numeracy and Literacy Assessment results;
- e. Graduation rates including five-year and six-year graduation rates and rates of Evergreen Certificates, Dogwood Diplomas, and Adult Dogwoods;
- f. Grades 10-12 math course participation rates;
- g. Number of Band students eligible to move on to post-secondary education; and
- h. Student Learning Survey and any other surveys that the Board may administer.

The Board will, at a mutually agreed upon date with Bands' Education Representatives review the report and will use the data to identify strengths and areas for growth.

4.8 The Board and Bands will share two Nominal Roll student counts each school year (September 29 and February 28) using the joint verification process.

4.9 The Board will share with Bands its annual report to the Ministry on the First Nations Student Transportation Funding received, and the amount of funding spent (stated in Board's audited financial statements).

4.10 Subject to the Freedom of Information and Protection of Privacy Act, upon request, the Board will provide Bands with community specific data to help inform them about their students' progress and to generate discussions between Bands and the Board on supporting Band students.

4.11 Bands 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 Bands, to facilitate the provision and use of available Band student-specific data.

## 5.0 BANDS' RESPONSIBILITIES

5.1 Bands agree to provide continuous, open communication with the Board regarding student support for the education of Band students.

5.2 Bands will provide the Board via the Director of Instruction – Indigenous Education with a

contact list of services and support personnel employed by the Band who are available to assist in schools.

- 5.3 Bands will promote the active participation of and involvement of parents or guardians, Knowledge Keepers and cultural resource people following Bands' protocols.
- 5.4 Bands agree to keep themselves informed of programs and practices of the District School System and, as needed and when resources permit, provide extra support for Band students.
- 5.5 The Bands agree to pay the tuition payments to the Board in compliance with Section 18.0.
- 5.6 The Bands agree to distribute the signed Local Education Agreement to their Bands' Education Department and other relevant staff to ensure access by parents/guardians.
- 5.7 The Band recognizes the ultimate authority of parents/guardians to permit the release of student records to employees of Bands' Education Department and such release shall be provided when written approval has been obtained from the parent/guardian by Bands' Education staff.

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

- 6.1 The School District will continue to strive for expectations of high levels of academic success and will provide curriculum development, culture and education resources to enhance the learning of Band students and to benefit all District students as well.
- 6.2 The District recognizes that the Secwepemc are the rightful owners of their respective history, language and culture.
- 6.3 Both parties agree to work together to implement culturally appropriate strategies and processes to improve on curricula, and to ensure the curricula is culturally relevant to Band students and as well for the benefit of all students.
  - 6.3.1 This is to include English First Peoples 10/11/12, BC First Peoples 12, Contemporary Indigenous Studies 12, Board/Authority Authorized courses developed to meet the Indigenous-Focused Graduation Requirement, education about Residential Schools, and any other curriculum area in which it would be appropriate to include Secwepemc content.
- 6.4 The Board agrees to include the Secwepemc language and culture within the School District and designate appropriate funds in consultation with Bands.
  - 6.4.1 The Board in consultation with Bands will endeavour to provide Secwepemctsn. The Secwepemc Language instruction will be delivered by a fluent Secwepemc speaker or a proficient Secwepemctsn speaker working on their fluency.
  - 6.4.2 Promote the offering of Secwepemc language classes and offer to all students. Secwepemctsn language programs are to follow the Minister's First Nations' Language curriculum mandate and outcomes.
  - 6.4.3 The Parties agree to work together to ensure that the appropriate Secwepemc language and dialect is taught in the District. The fluency of the Language Instructors will be affirmed by Knowledge Keepers and other supports designated by the Board and Bands.
    - 6.4.3.1 The assessment and fluency of Secwepemc language content to be referred to the Secwepemc Language Authority or Bands' accredited language

program for validation. Bands encourage the use of Band-approved language programs by School District staff.

- 6.5 The Board and the Bands agree to work together to ensure that curriculum developed is sensitive, relevant and respects the Secwepemc culture, drawing from the expertise of the Bands' local community resources and Bands' Education Department.
- 6.6 Promote the offering of and enrollment in English First Peoples 10/11/12 and BC First Peoples 12, Contemporary Indigenous Studies 12 and any other courses developed by the Ministry of Education and Childcare to meet the Indigenous-Focused Graduation Requirement.
- 6.7 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.
- 6.8 The Board and Bands will ensure Ministry policies and the curriculum developed in schools follow UNDRIP and Truth and Reconciliation Principles:
  - 6.8.1 The Parties will, with Bands providing leadership and direction, work together to address the history of the history of the residential school through the development and implementation of curriculum, materials and resources, and through professional development opportunities, in a sensitive and culturally appropriate manner.
- 6.9 Consistent with Article 31 of UNDRIP, the Parties agree that Bands retain any intellectual property and copyright of any curriculum content developed in collaboration with them regarding their Secwepemc languages, cultural heritage, traditional knowledge and cultural expressions. The use of such information is intended to be used for instructional purposes only at a local level and for the School District's professional development purposes; and any other proposed or intended use requires written consent from the Bands.
- 6.10 Implement the Calls to Action for Education from the Truth and Reconciliation Commission, in program development, teacher training and professional development. This includes appropriate consultation with Bands and Secwepemc local Knowledge Keepers, language learning experts, educators, and other local resources.
- 6.11 The Parties approve educational resource materials that promote an understanding and appreciation for the history, language, and culture of First Nations people in British Columbia, including required curriculum on the residential school experience.
  - 6.11.1 Make available First Nations Education Steering Committee (FNESC) residential school curriculum at each District school.
  - 6.11.2 Instruction will include the history and legacy of residential schools.
- 6.12 Bands will work with the School District staff to compile local resources, existing curriculum, and educational resources developed with Bands' support and resources.
- 6.13 Traditional Knowledge developed jointly by the Parties cannot be used outside of the School District without prior written approval by the Bands. The Bands will validate the traditional knowledge keepers who pass on the cultural teachings. This will be done on an annual basis.
- 6.14 Access to the use of Bands' traditional territory and other gathering/teaching sites when appropriate approval has been granted. Copyright materials that have been developed by the Bands and loaned to the School District will remain the property of Bands.
- 6.15 The Board and Bands agree to collaborate on memorandums of understanding, grant

applications, etc., to benefit students with their academic, social, cultural, emotional, health and well-being (IE Knowledge Keepers, Trades Sampler, etc.).

## **7.0 EDUCATION RESOURCES AND SERVICES**

- 7.1 The Board and District Staff working together with Bands, will make available:
  - 7.1.1 Resources and personnel to share ideas, put on workshops, and undertake professional development with teachers, students, and parents. Materials and supplies will be shared by the District Resource Centre.
- 7.2 Indigenous-Focused Ministry Designated Non-Instructional Day: As per the BC Tripartite Agreement, offer at least one Indigenous-Focused Non-Instructional Day every school year during the term of this agreement. Bands will be directly involved in the planning of this non-instructional day.
- 7.3 Access to School District Activities: The Board will encourage all partner groups to extend an invitation to the Bands' schools to participate in appropriate professional meetings, conferences, and training sessions. The Board will invite Bands' schools to participate in mutually agreed upon extracurricular activities.
- 7.4 Student Orientation: The Bands in consultation with the Board will develop an orientation program for students from Bands' schools who are transferring to schools within the School District.

## **8.0 DOGWOOD GRADUATION**

- 8.1 The Board and Bands will encourage and support each capable Band student to achieve a Dogwood Diploma. The Board will ensure that every capable Band student is placed in an educational program that leads to graduation with a Dogwood Diploma and a full range of opportunities, such as training, post-secondary education and employment.
- 8.2 The Board and Bands will ensure Band students and their parents are provided with information about the implications of a Dogwood Diploma as compared with the Adult Dogwood Diploma, and the Evergreen Certificate, and to support informed decision-making by those Band students and parents/guardians.
- 8.3 The Board and the Bands will ensure Band students and their parents/guardians are provided information on the new Indigenous-Focused Graduation Requirement and proposed changes to meet the new requirement through existing and new course options. As the School District develops Board/Authority Authorized courses, the Board will consult with Bands to ensure content is respectful and content is appropriate.
- 8.4 The Board will ensure there is appropriate and timely career and post-secondary education planning available to Band students. This will include both parent/guardian and student involvement. Bands and the Board will provide Band students with information on scholarships and bursaries.

## **9.0 SCHOOL RESPONSIBILITIES**

- 9.1 Develop and implement strategies, with the Bands, to keep Band students in school and maintain and implement the agreed upon Attendance Protocol, which will be drafted at the first implementation meeting.

- 9.2 List and promote courses which offer specific Indigenous content, including locally developed Board/Authority Authorized curriculum in the course selection handbook.
- 9.3 Promote and support Bands' cultural activities, including National Indigenous Day and Orange Shirt Day/National Day for Truth and Reconciliation. Activities for these days will be planned in communication with local Bands where appropriate.
- 9.4 Promote and support effective professional development focused on Bands' local history, culture, and language, enhancing student achievement, and enhancing and sharing best practices in curriculum. (See Clause 7.2 re: Indigenous-Focused Ministry Designated Non-Instructional Day).
- 9.5 Communicate details of this Agreement, including its purpose, objectives and principles, to school personnel, in particular to schools with Band students.
- 9.6 Bands' input will be requested by school principals towards School Growth Plans prior to the School Growth Plan development.

## **10.0 EARLY IDENTIFICATION OF STUDENTS REQUIRING ASSESSMENT**

- 10.1 To ensure that Band students are appropriately identified as requiring Inclusive Education supports, the Board will ensure that the school(s) work with Bands' parents/guardians. This is to promote transparent, ongoing communication about Band students to identify those who require formal 'special education' assessment.
- 10.2 The Board and Bands will jointly review and determine the criteria used for identifying Bands' Kindergarten students who require formal assessment and additional supports or services.
  - 10.2.1 Early identification is necessary to promote student success. For a Band's student identified as having diverse needs, the student assessment and program information will be requested before enrollment in a District School. This is to allow appropriate planning and implementation of relevant interventions for the student.
  - 10.2.2 When a Band's student is identified, through formal assessment, as having diverse needs upon enrollment in Kindergarten or at a later grade, or if the student has obvious diverse needs that have not been previously assessed, the Board will ensure there is a timely evaluation of the need for assessment and/or an intervention plan.
- 10.3 The Board and School(s) will work with Bands' parents and the Band Education Department to:
  - 10.3.1 Monitor the progress of each student, and identify and implement intervention supports to as reach grade level, where necessary; and
  - 10.3.2 Collaboratively make decisions and adjustments to a student's educational program with informed consent in writing from the student's parent/guardian or designate.
- 10.4 The Principal/Administrator of a Band School will identify students who are transitioning to a District School who require special learning needs or special assistance. The Band School will be responsible for a Psycho-Educational Assessment of students who attend Band Schools. If there is not enough time to complete this before the transition, the Band School's Principal/Administrator will provide the School District with enough lead time to arrange for and conduct the necessary formal assessments for students (preferably prior to enrollment in September). Whenever possible, the Band school and receiving district school will provide an orientation for the student and parent/guardian in the School District.

## 11.0 SPECIAL EDUCATION ASSESSMENT AND PLACEMENT DECISIONS

- 11.1 The Parties agree that formal assessment and educational program planning for Band students will follow the District referral process and the Ministry of Education and Childcare Special Education Services: A Manual of Policies, Procedures and Guidelines.
- 11.2 It is the Board's financial responsibility to provide Psycho-Educational Assessments for Band students who require this assessment to determine the educational services required to meet the academic needs of Band students. The student's Psycho-Educational Assessment needs to be updated before Grade 12 graduation. This supports Bands' Education Department with determining Band students' needs for program planning for post-secondary education. For greater clarity:
  - 11.2.1 Prior to the placement of a Band's student in an inclusive education program, a Psycho-Educational Assessment must be completed with parent/guardian consent, and the results of that assessment must identify the student as requiring support and services;
  - 11.2.2 Prior to placement of a Band's student to a program leading to an Evergreen Certificate, a Psycho-Educational Assessment must be completed, with parent/guardian consent, and the results of that assessment must identify the student as having an intellectual disability or other designation that would preclude attaining a Dogwood Diploma; and
  - 11.2.3 The results of the assessment must be provided to and discussed with the parent/guardian of the Band's student, the School Based Team and Bands' Education Departments if designated by the parent.
- 11.3 For greater certainty, the Parties and School(s) agree that an IEP will only be put in place under section 10.1 and be renewed, revised, or concluded under section 10.3 where the prior Informed Consent of the parent/guardian has been obtained.
- 11.4 Appeals of Special Education Assessment or Placement Decisions:
  - 11.4.1 The Parties and the School (s) agree that IEPs are not intended to be indefinite and will be renewed annually in collaboration with the Band Student and his or her parent or legal guardian, and the IEP will be either renewed, revised, or concluded where it is determined that the Band student no longer requires an IEP.
  - 11.4.2 The Board will ensure parents or legal guardians are advised of their rights of appeal. If a parent or legal guardian wishes to appeal an assessment or placement decision, they may file such an appeal in accordance with applicable Board bylaws, policies and/or procedures regarding appeals.

## 12.0 SPECIAL EDUCATION PROGRAMMING

- 12.1 It is a priority for the Board to ensure that all students achieve a graduation that matches with their ability. The Board will work with Bands' parents/guardians and Bands to inform parents/guardians and Band students about the implications of achieving a Dogwood Diploma, an Adult Dogwood, or an Evergreen Certificate.
- 12.2 As soon as the placement of a student is practical after Band students have been identified as having diverse needs through formal assessment, schools must comply with the following:

- 12.2.1 Appropriate supports and services will be identified to ensure that student obtains an education that is most appropriate to their needs, and placed in regular classroom environments as much as possible;
- 12.2.2 The assessment results and educational services provided to the Band students will be outlined in an Inclusive Education Plan (IEP), which must be completed with parent consent and involvement;
- 12.2.3 Band students with diverse needs will take an active role in the design of their IEP to the extent that their ability, developmental stage, age, and level of maturity will allow;
- 12.2.4 In cases where the parent appoints a delegate, the parent and the delegate will receive a copy of the IEP; and
- 12.2.5 If the parent declines to be involved in the IEP process and does not choose to appoint a delegate, the School District will ensure that every effort will be made to ensure Band student's special education needs are fully met.

12.3 In developing the IEP, standards for students with diverse needs will be developed with high and appropriate expectations for achievement with as much inclusion as possible.

12.4 The Board will ensure that the District schools work with parents/guardians with their consent and the Bands' Education Departments as follows:

- 12.4.1 Collaboratively identify any essential supports provided for a Band student;
- 12.4.2 Ensure any modifications made to Band student educational program are necessary and occur only when universal supports have been tried and the Band student does not have the ability to achieve a Dogwood Diploma; and
- 12.4.3 When a Band student has been placed on an Evergreen Certificate, ensure that the Band student's program is documented in an IEP. Whenever possible, ensure the program aligns as closely as possible with a Dogwood Diploma program and also supports standards of the applicable course.

12.5 When requested, the parent/guardian and, where appropriate, Band students will have the opportunity to meet with school staff about the IEP and educational program with a reasonable time frame, and with an attempt to meet within timely manner of the request being made.

- 12.5.1 If requested, the IEP meeting will be held in community, and may include the Case Manager, principal/vice principal, parent/guardian, student, and Band representative.

12.6 The Board will ensure schools offer each Band student with diverse needs relevant learning activities that align with the student's IEP.

12.7 Progress reports on their educational achievement in an inclusive education program or on an Evergreen Certificate path must be provided to the parent/guardian and Bands' Education Department, following the School District reporting schedule.

12.8 The Board will ensure that parents/guardians are advised:

- 12.8.1 Of their right to request a change to the placement of their child in an Inclusive Education program or an Evergreen Certificate path; and
- 12.8.2 Where the Parent files a request for a placement request, they may receive support in the process from Bands' Education Department.

- 12.9 The Parties agree that IEPs will be reviewed annually in collaboration with the parent/guardian, case manager, teacher, and Band Education Representative. The IEP will be either updated, revised, or concluded.
- 12.10 The Parties agree that, in the case of the Ministry categories that are consistent, inclusive education plans for Band students with diverse needs will be recognized and used as part of the planning process when Band students transition between Bands' schools and District schools.

## **13.0 CHILDREN IN CARE**

- 13.1 The Board will ensure that schools are responsible to maintain communication regarding Children in Care who are Band students.
- 13.2 The Parties will work with relevant agencies, including Social Workers, to ensure appropriate supports are implemented to assist Band students who are Children in Care.
- 13.3 It is the responsibility of Delegated Agencies (IE, Secwepemc Child and Family Services) or the Ministry of Child and Family Development to incur the costs of assessments for Children in Care who have special needs.

## **14.0 STUDENT CONDUCT AND SAFETY**

- 14.1 The Parties and School(s) will ensure that there are policies, practices and other appropriate measures to create a safe learning environment, including from racism (students and staff), discrimination, indifference, bias, marginalization, bullying and stereotyping for Band students attending the District School(s).
- 14.2 The Board will direct school(s) and or school administrator(s) to take a team approach with Bands' Education representatives when dealing with general disciplinary issues involving Band students. This could include the exploration of alternative approaches such as restorative justice for the management of discipline.
- 14.3 With written consent of the parent/guardian, the Board and school(s) will notify the Bands' Education staff of potential and escalation of disciplinary action (IE, suspensions and expulsions) for Band students and provide Bands' Education Staff with all correspondence related to the disciplinary action of Band students by school administrator(s).
- 14.4 The administrators of the schools attended by Band students shall communicate annually with Bands' representatives to discuss and clarify school discipline policies, procedures, and practices consistent with Board Policies and the School Act.

## **15.0 CULTURAL AWARENESS AND HIRING**

- 15.1 The Board and School(s), in cooperation with the Band, agree to promote a greater awareness of and respect for the Bands' unique language, culture and history for District staff through its Board Policies and District Administrative Procedures.
- 15.2 The Board will request Bands' working collaboration in all of the School District's recruitment and hiring process for positions that have a significant impact on Indigenous students, including: Indigenous Education Workers, District Principal of Indigenous Education, Indigenous Helping Teachers, Indigenous Outreach Workers, Principals and Vice-Principals, and all senior level management as outlined in School District Human Resources Guidelines.

## 16.0 TUITION PAYMENT AND DATA COLLECTION

- 16.1 For eligible Band students on the Nominal Roll on September 29<sup>th</sup>, and for whom the Band has received Tuition Funding from Indigenous Services Canada (ISC), the Band will pay to the Board, the tuition fees of the Band students to the Board the tuition fees amount in accordance with this Section 16.1 to 16.9 of this Agreement.
- 16.2 The Board will not charge the Band a greater amount for the Band students attending a school within the school district other than the Band Billing Rate.
- 16.3 Band students will have equal opportunities to access education programming.
- 16.4 Bands will not be billed for students taking Distributed Learning through the Educational Outreach Program (EOP) when funding comes directly to the district.
- 16.5 Bills will be provided to Bands in accordance with the ISC funding schedule. Discretion should be practiced in the case of late payment.
  - 16.5.1 In 2022-23 and for the duration of LEA agreement and unless otherwise notified, Bands will be billed according to the following schedule:
    - a. Billing #1 September 2022 65% based on nominal roll from 2021/2022.
    - b. Billing #2 April 2023 35% including adjustments from 2021/2022 nominal roll.
    - c. Billings are due and payable in full on receipt or within 30 days of receipt.
- 16.6 For the purposes of student data collection:
  - 16.6.1 Bands will take responsibility, in collaboration with schools, for the Nominal Roll data collection process. The Board will take responsibility, in collaboration with Bands, for the 1701 data collection process.
  - 16.6.2 The Board and the Bands will complete the Nominal Roll Joint Verification process in advance of September 29 to ensure that both the Nominal Roll and the 1701 submission are correct before the deadlines. The Parties will work together to maintain the integrity of the data collected.
  - 16.6.3 The Board will track Nominal Roll students who stop attending for the purpose of data collection and sharing.
- 16.7 When Indigenous Services Canada is late in providing Tuition Funding to Bands, the Band will promptly notify the Board of the delay in receiving ISC funding. The School District will not charge interest to the Band on any amount that is outstanding due to ISC's late provision of funding.
- 16.8 Bands 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).
- 16.9 In the event of a school closure due to a labour dispute, the tuition fee will be equitably adjusted by the agreement of the Parties. Any adjustment shall take into consideration the number of days of school closure and adjustments in funding made by funding sources to Bands and the Board. It is the intention of the Parties that neither the Bands nor the Board should benefit financially from a school closure.
- 16.10 If there is a default under the terms of this agreement the issue will be referred to the dispute resolution process outlined in Section 20.

## **17.0 TRANSPORTATION**

- 17.1 In order to access the Bands' Transportation Fund, the parties will identify Bands' transportation needs and jointly develop and submit annually to the BC Tripartite First Nations Student Transportation Committee, a Joint 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.
- 17.2 The Board agrees that, once transportation services are implemented pursuant to an approved Joint First Nation Student Transportation Plan with Bands, the Board will not make changes to those services without written agreement of Bands.
- 17.3 As per Schedule G of the BC Tripartite Education Agreement, in the event that the Parties determine they need to revise their Joint First Nation Student Transportation Plan, and that the revisions require further funding, they may submit a revised plan to the BC Tripartite First Nations Student Transportation Committee.
- 17.4 Where the Parties make amendments to their joint First Nation Student Transportation Plan, or agree to changes in transportation services, they will ensure that Bands' parents receive notice within a reasonable time in order to make any such changes.
- 17.5 The Board agrees that Band students will not be penalized and will be supported in the event of absences or late arrivals due to transportation challenges.
- 17.6 If BCTEA Parental Transportation Assistance funding is allocated to Band students through a joint submission, Bands' parents who drive student(s) to an extracurricular activity can apply through the Band to receive this assistance. Bands and the School District will work together to determine a process that works for both parties, which includes establishing a reasonable allowance for mileage and set reporting requirements.

## **18.0 TRANSFER OF STUDENTS**

- 18.1 Reciprocal transfer of students between Band Schools and the schools in the School District will be discouraged after September 29<sup>th</sup> unless families move, or unless it is deemed by the parent, the Board and the Bands that it is in the best interest of the child.

## **19.0 DATES OF AGREEMENT**

- 19.1 Term: This agreement between the Bands and the Board will be for the period November 18, 2022, to July 13, 2027.
- 19.2 Extension/Modification/Termination: The agreement may be extended and/or modified with the written mutual consent of the parties. This agreement may be terminated effective June 30th of any year of this agreement by either party by written notice provided to the other party by April 1st of the year.
- 19.3 Renewal: Negotiations for the renewal of this agreement shall commence one year prior to the end of the Local Education Agreement. The Director of Instruction – Indigenous Education or designate will provide formal notice to Chief and Council, Education Directors and Band Education Coordinators of renewal conversations by July 3, 2026, and will create a schedule of working meetings in order to review, consult and renew the next Local Education Agreement.

## 20.0 DISPUTE RESOLUTION

- 20.1 If there is a dispute between the Parties with respect to any matters arising from this Agreement or relating to the interpretation and application of 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.
- 20.2 Where there is a dispute between the Parties, the Parties agree they will attempt to use 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.
- 20.3 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 Band.

## 21.0 TERMS AND AMENDMENTS

- 21.1 The term of this agreement will be 5 years beginning July 13, 2022, and ending July 12, 2027, unless the Parties agree in writing to terminate the Agreement, or renew the Agreement, with or without amendments.
- 21.2 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 achieve the purposes of this.

## 22.0 NOTICES

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

**To the Bands:** Kukwpi7 Lynn Duckchief and Council  
Adams Lake Indian Band  
P.O. Box 588  
Chase, BC VOE IMO

Kukwpi7 James Tomma and Council  
Little Shuswap Lake Band  
1886 Little Shuswap Lake Road  
Chase, BC VOE IM2

**To the Board:** The Secretary-Treasurer, Board of Education  
North Okanagan-Shuswap School District No.83  
P.O. Box 129  
Salmon Arm, BC V1E4N2

## **23.0 GENERAL**

- 23.1 This Agreement will be governed by, and construed in accordance with, the laws in force in the Province of British Columbia and Government of Canada.
- 23.2 This Agreement will be to benefit of and binding upon, the Parties hereto and their respective successors and assigns.
- 23.3 This agreement is without prejudice to the assertions of the Secwepemc Band to title to lands and resources within Secwepemc Traditional Territory or Secwepemc rights to self-governance.

## **24.0 REFERENCES**

- 24.1 Every reference to the Bands will include the Chief and Council or any person designated by the Bands to act for or on its behalf with respect to any provision of this agreement.
- 24.2 Every reference to the Board will include the Chairperson of the Board, and any person designated by the Bands to act for or on its behalf with respect to any provision of this agreement.

IN WITNESS WHEREOF the parties have executed this agreement as of November 18,2022:

**SIGNED:**

**ON BEHALF OF THE BANDS:**

Howard Nordquist  
for Kukwpi7 Lynn Duckchief

Howard Nordquist  
Print Name

Adams Lake Indian Band

CPrine  
Witness

James Tomma  
Kukwpi7 James Tomma

James Tomma  
Print Name

Little Shuswap Lake Band

CPrine  
Witness

~~for~~ Judy Wilson  
Kukwpi7 Judy Wilson

Fay Gunther  
Print Name

Neskonlith Indian Band

CPrine  
Witness

**SIGNED:**

**ON BEHALF OF THE BOARD OF EDUCATION:**

M. VanBuskirk  
Board of Education Chair

Marianne VanBuskirk  
Print Name

CPrine  
Witness

Donna Kriger  
Superintendent of Schools  
Donna Kriger

Donna Kriger  
Print Name

CPrine  
Witness

(Agreements specific to Individual bands will be appended to this Agreement)

## "APPENDIX A"

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

**"Additional Funding":** funding other than core funding and targeted funding

**"Appended Agreements":** agreements made between the Board and individual Secwepemc Bands dealing with issues specific to those Bands and Board. These agreements will be within the spirit and intent of this Education Agreement

**"Adult Dogwood":** British Columbia Adult Graduation Diploma (BCAGD) for adult learners (18 and over).

**"Bands":** defined in the *Indian Act* (Canada) and represented by the Band Chief and Council or their representatives

**"Band Student":** a who normally resides on reserve land on the Band Indian Reserve and who is enrolled in a school operated by the Board

**"Block Grant":** the funding per student received by the Board from Secwepemc Bands for the education of students in School District No. 83 at the rate set out by the Ministry of Education and Childcare in its funding allocation system for a given school year

**"Board":** the Board of Education, School District No. 83 (North Okanagan Shuswap)

**"Board/Authority Authorized Course":** 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 by the Ministry of Education and Childcare

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

**"Dogwood Diploma":** 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..

**"Diverse Needs":** understanding that some individuals have unique needs to help access the curriculum

**"Educational Program":** learning activities that, in the opinion of the Bands and the Board, are designed to enable learners to develop their potential and acquire the knowledge, skills and attitudes needed to achieve a quality academic and culturally relevant education

**"Essential Supports":** supports that are identified through psycho-educational and/or medical testing that are necessary in order for the student to access the curriculum.

**"Evergreen (School Completion) Certificate":** a school completion certificate from the Ministry of Education and Childcare that recognizes the accomplishments of students with special needs and an Individual Education Plan, who have met the individualized goals of their education program, who are unable to meet the Dogwood Diploma graduation requirements

**"Full-Time Equivalent (FTE)":** a student who attends an educational program on a full time basis as defined by the Nominal Roll

**"Funding Allocation System":** financial resources provided for the operation of the K-12 system by using data collected from schools and districts and applied formulae to ensure equity across British Columbia

**"ISC":** acronym for Indigenous Services Canada.

**"Indigenous"**: same meaning as "Aboriginal People of Canada" as defined in section 35 of the Constitution Act, 1982

**"Informed Consent"**: implies parental/guardian understanding of the process of assessment, subsequent placement of a student and the purpose of a referral to Education Coordinators and/or Education Directors

**"LEA"**: Local Education Agreement

**"Ministry"**: Ministry of Education and Childcare

**"Nominal Roll"**: the list of those students (residing on-reserve) enrolled in an education program in School District No. 83 as of September 30

**"Parent/Guardian"**: the student's natural parent, legal guardian or a designate, with the written approval of the parent/guardian, singular or plural.

**"Part Time Equivalent"**: a student who attends an educational program on a part time basis as defined by the Nominal Roll

**"School Year"**: 12-month period commencing on July 1 and ending on June 30 of the following calendar year

**"Secwepemc"**: the people of Secewpemculecw who are Indigenous to the area are located in the traditional territory

**"Staff"**: employees of the Board

**"The Framework for Enhancing Student Learning"**: public statement of commitment by a Board of Education to improve success for each student in the district as required by the School Act, S. 79.2. and submitted to the Ministry of Education and Childcare of each year

**"Targeted Aboriginal Education Funding"**: the funding provided to the School District by the Ministry of Education and Childcare 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"**: the amount of funding (as determined by the Ministry of Education and Childcare, for the current school year) provided to School District No. 83 by the "Bands" and approved by the Department of Indigenous Affairs and Northern Development that is intended specifically to fund programs for Band students

**"Tuition Funding"**: the Tuition Funding received by the First Nation from Indigenous Service Canada for the education of First Nation Students in the School District who are on the Nominal Roll, which is invoiced by the Board as per the First Nations Student Rates established by the Ministry annually and as determined by the snapshot date of September 29<sup>th</sup>

**"Vulnerable"**: a student who finds learning more challenging and is susceptible to difficulties in learning as follows: not meeting learning outcomes, significant absence from school, not transitioning to the next grade, failing courses, behavior issues, under suspension, not at grade level and/ or is a child in care

