LOCAL EDUCATION AGREEMENT

BETWEEN:

THE ADAMS LAKE INDIAN BAND

(hereinafter called the "Band")

AND:

THE BOARD OF EDUCATION

SCHOOL DISTRICT NO. 73

(hereinafter called the "Board")

(collectively called the "Parties")

THIS AGREEMENT made and entered into this 1st day of February, 2021 shall be effective from the 1st day of July, 2020

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

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

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

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

2.0 PURPOSE

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

a) Confirm the mutual commitment of the Parties, and acknowledge the important role of Chiefs and Councils to build a positive, effective, collaborative and constructive relationship to improve the Band

First Nations, the Province and Boards of Education.

3.1.4 Parental Choice

a) Parents have the right to decide where their children will be enrolled to receive the benefit of an Educational Program in accordance with BCTEA Section 1.1 (j).

3.1.5 First Nation Student Safety

a) First Nation Students have a right to feel safe at School, including safety from racism (students and Staff), indifference, bias, marginalization, bullying and stereotyping, in accordance with appropriate Board Policies and Administrative Procedures.

3.1.6 Shared Accountability and Data Sharing

a) LEAs are more than a mere financial transaction and serve as a core shared accountability mechanism for both First Nations and Boards of Education regarding First Nations education in the BC Public Schools.

b) Timely and relevant data is required to inform decision making to support First Nation Students in accordance with Section 11 of this agreement.

4.0 RESPONSIBILITIES & COMMITMENTS

4.1 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.

c) Promote the offering of, and enrollment in, English First Peoples 10, 11 and 12 and BC First Peoples 12, Contemporary Indigenous Studies 12, or any successor courses for all students.

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5.3 The Parties will work in partnership to develop and implement new Secwétem programs and curriculum guide.

5.4 At a cost negotiated by the Board and the Band, the Board will make available:

a) Resources and personnel to assist in ideas, put on workshops, undertake professional development, circulate information, and work with teachers, students, and Parents.

b) Materials and supplies being loaned out at cost from the District Resource Library twice a year.

c) Expertise of the District's Purchasing Department when the Band is considering making significant purchases.

5.5 Access to School District activities:

5.5

a) The Board will encourage the Kamloops Thompson Teachers Association (KTTA), the Canadian Union of Pubic Employees (CUPE) Local 5013, and the Kamloops Thompson Principals and Vice Principals Association (KTPVPA) to extend an invitation to the Band to participate in appropriate professional meetings, conferences, and training sessions

b) The Board will invite Chief Atahm School to participate in

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.

5.9 Consistent with Article 31 of UN Declaration, the Parties agree that:

a) The Band 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

c) Any other proposed or intended use requires written consent from the Band.

6.0 ASSESSMENT, PLACEMENT AND EDUCATIONAL PROGRAMMING

6.2 Inclusive Education

a) The Board will provide the Band with key dates such as Kindergarten Screening, so the Board and the Band can work together in supporting Parents.

b) The Board will provide the Band with an annual list of programs and services available through the District's Inclusive Education Services department.

c) In order to ensure that Band students are appropriately identified as requiring Inclusive Education supports, the Board will ensure School(s) work with the Band and Parents to ensure appropriate and transparent ongoing informal assessments of Band students to identify those who may require more formal assessment.

d) In particular, the Board and the Band will jointly review and determine the criteria and process used for the identification of kindergarten Band students who may require assessment and additional supports or services, recognizing that early identification is necessary to promote student success, and, for a Band student who is identified as having a special need before entering a School, the Band student's assessment and programming information will be requested prior to enrolment or immediately upon enrolment to permit appropriate and effective planning and implementation of relevant interventions.

e) In cases where a Band student is identified as likely having diverse abilities or a disability upon enrolment in kindergarten, or when transferring into a School at a later grade level, or when a Band student has an obvious disability that has not been previudnes1-8.5 (a(a)2.8 (t)10.9 ((u)-d)2.2 (

h) As soon as practical after a

k)

7.0 STAFF COMPLAINT RESOLUTION

7.1 The Board and the Band agree that it should deal with complaints concerning specific School employees and/or procedures only after the usual channels of communication and problem-solving have been attempted as per the appropriate Board Policies and Administrative Procedures.

7.2 The Board and the Band agree that any individual's concern will be given respectful attention, while upholding the integrity of the educational system and the Band. Complaints, questions or expressions of concern should be dealt with in a manner that reflect mutual respect and the principles of fair process and ultimately leads to a resolution. Procedures dealing with such situations should ensure the following:

a. Complaints are handled as near to the source as possible;

9.3 The Board will request the Band's input or participation in all of the School District's recruitment and hiring process for personnel, and in particular those positions that have a significant impact on the First Nation Students, including, Aboriginal Education Workers, Aboriginal District Principals, Aboriginal Education Coordinators and Resource Teachers, Aboriginal Family Counsellors, Aboriginal Youth and Family Consultants, classroom teachers, principals and vice-principals, and all senior level management or as outlined in the Aboriginal Hiring Protocol under Board Policy 16.

9.4 The Board will invite Band resource personnel to assist staff with the special reference to Elders and Traditional Knowledge Keepers, as well as ensuring that the traditional protocols within the Band and Secwépemc Territory in the District are adhered to and respected, as outlined in the Elders and Knowledge Keepers protocol developed by the Aboriginal Education Council, see Board Policy 16.

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

10.0 TRANSPORTATION

10.1 In order to access the First Nations Transportation Fund, the Parties will identify Band students' transportation needs and jointly develop and submit annually to the Provincial Tripartite First Nation Student Transportation Committee, a Joint First Nation Student Transportation Plan setting out how the Parties will ensure Band Students have reliable and safe transportation services to the relevant

12.0 COMMUNICATION

12.1 Establish an annual meeting in January for the purpose of collaborating to strategically plan initiatives relevant to the Local Education Agreement and to support local First Nations initiatives.

12.2 The Parties agree to work collaboratively regarding emergency response and preparedness.

12.3 The Parties recognize the need for excellent cor eary fo1w -0 61Tc 0 60 Td ( )e28eiv.

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

a) the Band; and

b) the Secretary-Treasurer of the Board or designate.

13.5 The Parties agree that Tuition Fees payable for each School Year

c) In the event of a change in Ministry of Education or

APPENDIX A

DEFINITIONS

The following definitions and interpretations apply to this agreement:

“Aboriginal”	Refers to individuals of Aboriginal ancestry who are status, non-status, Metis, or Inuit.
“Aboriginal Education Advisory Committee (AEAC)”	A committee of School District No. 73 that works in partnership with the Aboriginal Education Council (AEC) on meeting the goals of the Aboriginal Education Council (AEC) Vision Statement, Enhancement Agreement and Strategic Plan.
“Aboriginal Education Council (AEC)”	Means a council established by a Board of Education or School District, comprised primarily of representatives from First Nations within the School District, to provide advice to improve outcomes for Aboriginal students. The Council represents Aboriginal interests in the design, implementation and assessment of programs and services that will improve the school experience and academic achievement of Aboriginal students.
“Aboriginal Education Program”	Means the funding provided to School Districts by the Ministry of Education for Aboriginal Education Programs targeted in the District’s Operating Grant Allocation.
“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 diplom

“BC Tripartite Education Agreement (BCTEA)”	A five-year agreement signed in June 2018 between the Canadian Federal Government, the Province of British Columbia and the First Nations Education Steering Committee (FNESC). The agreement outlines a process for meaningful systemic changes in BC education for First Nations.
“BC Public School” or “BC Public School(s)”	Means all public schools in British Columbia providing kindergarten to grade 12 education but does not include BC Independent Schools or First Nation Schools.
“The Board”	Means the Board of Education, School District No. 73 (Kamloops Thompson) and signatory to this agreement.
“Board/Authority Authorized Courses”	Are courses offered by BC Public Schools to respond to the local needs of the schools and their communities while providing choice and flexibility for students, according to requirements set by the Ministry of Education.
“Child in Care (CIC)” or “Chi(“)-1 (o)-9. Tc 0	

“Federal Targeted”	Means funding provided by the Federal Government that is intended specifically to fund Education Programs for First Nations students.
“First Nation”	Means an Indian Band as defined in the *Indian Act* (Canada), and is represented by the Band Chief and Council or their representative.
“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”). This includes:

“Informed Consent”	Refers to the provision of approval or assent, particularly and especially a 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 defined by the BC Tripartite Education Agreement (BCTEA) as of September 30.