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Resourceeas

**VALUE STATEMENT**

The Band and the Board agree on the philosophy of "making a

1.2 In this Agreement:

- 1.2.1 If a word or phrase is defined, then its other grammatical forms will have a corresponding meaning, the singular includes the plural and conversely, and a reference to gender includes all genders.
- 1.2.2 The words 'include', 'includes' and 'including' are to be read as if followed by 'without limitation'.
- 1.2.3 A reference to '\$' is to the currency of Canada.
- 1.2.4 Headings are for convenience only and do not form part of this Agreement or affect its interpretation.

**2.0 PURPOSE**

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

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

**3.0 GUIDING PRINCIPLES**

3.1 The Parties will be guided by the following principles:

3.1.1 First Nations' Central Role in First Nations Education

- a) Aboriginal families and communities have the right to retain shared responsibility for the upbringing, training, education and well being of their children, consistent with the rights of the

### 3.1.2 First Nation Students Access to Quality Education

- a) First Nation Students, at all levels of education, must have access to educational opportunities that:
  - i. Ensure that they are confident in their self identity, their families, their communities and traditional values, languages and cultures which will be reported on as per Section 9.2 (13) of this agreement.
  - ii. Give them the skills they need to thrive in contemporary society, including technological skills.
  - iii. Prepare them to access any opportunities they choose for post secondary learning, employment, and life choices.

### 3.1.3 Reconciliation & Collaboration in First Nation Education

- a) First 3.1.3 will they

- h) The standards set by the *United Nations Declaration on the Rights of Indigenous Peoples* apply to First Nations education, specifically Articles 1 3, 5, 8, 11, 14 15, 18 19, 21 22, 31, and 37.
- i) The Truth and Reconciliation Commission's Calls to Action set out a framework for reconciliation, including First Nations education, that must inform the relationships and collaboration between First Nations, the Province and Boards of Education.

#### 3.1.4 Parental Choice

- a) Parents have the right to decide where their children will be enrolled to receive the benefit of an 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 9.2 (13) 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.
- d) Promote the offering of and enrolment in enhanced Secwepemctsin programs in line with the Minister's mandate to develop with the First Nations and the Band new First Nations history curriculum, develop full course offerings in Aboriginal languages and to implement the educational Calls to Action from the Truth and Reconciliation Commission, which

includes taking the necessary steps for program development, teacher training, professional development, and appropriate consultation with Aboriginal communities and local language learning educators and experts.

e) Support

4.3 Consistent with the purposes, principles and objectives of this Agreement, the Board, in making available an educational program to Band students, will:

- a) Work with the Band, to develop, implement and review an annual plan with strategies to keep Band students in school.
- b) In the case of an Early School Leaver, work with the Band to develop a plan that best meets the educational needs for that Band student.
- c) List courses, including English First Peoples and locally developed Board/Authority Authorized Courses, in a course selection handbook.
- d) Promote and support



- 5.2 The Parties will, with the Band providing leadership and direction, work together to address the history of the residential school system and history of Secwépemc education through the development and implementation of curriculum, materials and resources, and through professional development opportunities, in a sensitive and appropriate manner.
- 5.3 The Parties will work in partnership to develop and implement Secwepemctsín 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 share ideas, put on workshops, undertake professional development, circulate information, and work

5.8 Regarding 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,

6.1.b.4 where the Parent files a request, the Parent may request, and receive, support in the process from the Band;

- 6.2.g.2 Prior to the placement of a Band student in an Inclusive Education Program, a Psychological Education Assessment may be required, with parental consent, that identifies the First Nation Student as requiring supports and services.
  - 6.2.g.3 Prior to diversion of a Band student to an Evergreen Certificate path, the student must already have an Inclusive Education designation as described in 6.2 of this Local Education Agreement.
  - 6.2.g.4 The Parent, and support person if designated by the Parent, of a Band student must be informed of the implications of an Evergreen Certificate through the School Based Team.
- h) As soon as practical after a Band student has been identified having a diverse need:
- 6.2.h.1 Appropriate supports and services will be identified in order to ensure that the Band student obtains an education that is most appropriate for their needs, and in their classroom environments as much as possible and that this information is shared with all itinerant staff working with the student.
  - 6.2.h.2 The assessment results and educational services to be provided to the Band student will be outlined in an Inclusive Education Plan (IEP) within four weeks and completed with parental consent and involvement including communicating to the Parent the purpose and intent of an IEP, for the purpose of assisting school staff to provide supports and services for the Band student.
  - 6.2.h.3 A Band student with a special education designation will take an active role in the design of their IEP to the maximum extent that their developmental level and ability permit, noting that factors affecting student participation in the development of an IEP will include age and level of maturity.
  - 6.2.h.4 The IEP is shared and communicated on a need to know basis with all staff who interact with that student on a regular basis, including bus

- j) The Board will ensure the school(s) work with Parents, school staff who need to know and, with their consent, the Band, to:
- 6.2.j.1 Collaboratively identify any Adaptations made to a Band student's educational program.
  - 6.2.j.2 Ensure that any modifications are made to a Band student's educational program only when necessary and only when Adaptations have been tried and have proven insufficient to meet the Band student's needs;
  - 6.2.j.3 if a Band student has been put on an Evergreen Certificate path, ensure that the Band 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.
- k) When requested, the Parent and, where appropriate and feasible, 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.
- l) The Board will ensure school(s) offer each Band student who has a designation activities related to the student's IEP.
- m) Band student progress reports on their educational achievement in an Inclusive Education Program or on an Evergreen Certificate path must be provided to the Parent and First Nation support staff as designated by the Band 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 and using a Response to Intervention approach.
- n) 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 Band student and Parent, and the IEP will be either:
- 6.2.n.1 updated;
  - 6.2.n.2 revised; or
  - 6.2.n.3 concluded, where it is determined that the Band student no longer requires an IEP.
- o) For greater certainty, the Parties agree that an IEP will only be put in place under sections 6.2.f and 6.2.g and it will only be updated, revised or concluded under section 6.2.l where the prior Informed Consent of the Parent has been obtained.
- p) The Parties agree that Band students with Inclusive Education needs will be recognized and Inclusive Education Plans will be used as part of the planning process when those Band students transition between Band schools and public Schools.



- d) If there is no resolution, the principal and/or supervisor will proceed to Step 2.
- II. Step 2: Facilitated Contact
- a) The principal and/or supervisor will meet with the complainant.
  - b) At the meeting, the principal and/or supervisor will gather information, attempt to resolve the concern, document the information by written record of the complaint and possible solutions and attempt to resolve the concern.
  - c) If there is not resolution, the principal and/or supervisor will proceed to Step 3.
- III. Step 3: District Contact
- a) The principal and/or supervisor will contact and forward all documentation to the appropriate Assistant Superintendent or Director of Instruction, with recommendations for resolution.
  - b) The appropriate Assistant Superintendent or Director of Instruction will review all information relevant to the concern and will contact the complainant, attempt to resolve the concern and inform all parties involved.
  - c) If there is no resolution, the principal and/or supervisor will proceed to Step 4.
- IV. Step 4: Appeal to the Board
- a) Upon following steps 1 through 3, an individual who wishes to appeal to the Board a decision or action made by an employee that significantly affects the education, health or safety of a student may do so in writing, following the procedure outlined in section 11 of the School Act and School District No. 73 (KOTDgmlloopsJJ/TT11Tf4.32690TD0Tc00372Tj/TT21Tf.20  
A Assistant orto — -

- 8.4 The administrators of the Schools attended by First Nations Students shall communicate annually with Band representatives to discuss and clarify school discipline policies, procedures, and protocols consistent with Board Policy and the School Act.





8. six



The Parties agree that Tuition Fees under this Agreement will be paid in installments as set out in the section above and are subject to reconciliation on March 31<sup>st</sup> and June 30<sup>th</sup>.

- 13.6 In the event of a School closure due to a labour dispute or pandemic, the Tuition Fees will be equitably adjusted by the agreement of the Parties and returned to the First Nation for the benefit of the First Nation's students in the same manner as occurs with the Ministry of Education.
- 13.7 It is agreed that an annual allocation equal to 100% of the Targeted Aboriginal Funding provided by the Ministry of Education will be made available to the Aboriginal Education Council for supporting and implementing programs and services for Aboriginal students. (Accountability to planning & budgeting, timelines & calendar)
- 13.8 The Parties agree that additional services or programs not contemplated by this Agreement may be provided by the Board through agreement by the Parties on the terms and costs for such service(s) and/or program(s).
- 13.9 Where Indigenous Services Canada (ISC) is late in providing Tuition Funding to the Band,
- a) the Band will notify the Board of the delay in receiving ISC funding; and
  - b) the Board will not charge interest to the First Nation on any amount that is outstanding due to Indigenous Services' late provision of funding.
  - c) In the event of a change in Ministry of Education or Indigenous Services Canada policy or procedures, then the intent of this agreement shall remain in effect and the parties will meet to make relevant at changes.
- 14.0 DISPUTE RESOLUTION**
- 14.1 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.
- 14.2 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 ~~the Band~~

15.2 Each Party may suggest

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

SIGNED \_\_\_\_\_

Chief

in the presence of:

Witness

Shay a      CE

SIGNED on behalf of the BOARD OF EDUCATION

Chairperson – Board of Education



Secretary-Treasurer SD73

in the presence of:

Witness

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# APPENDIX A

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## 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”** DisTj/TT41TfT:0002Tc0m

**“BC Tripartite Education Agreement (BCTEA)”** A five year agreement signed in June 2018 between the Canadian Federal Government, the Province of British





<b>"Informed Consent"</b>	Refers to the provision of approval or assent, particularly and especially after thoughtful consideration, and after receiving all relevant information that is not unreasonably withheld. In the context of assessment and placement and education referrals, Informed Consent requires that the Parent be informed of: <ul style="list-style-type: none"> <li>x the assessment procedures to be carried out;</li> <li>x the information to be collected;</li> <li>x the intervention that may take place;</li> <li>x the likely benefits and risks; and</li> <li>x the option to refuse or withdraw at any time,</li> </ul> and be provided meaningful opportunity to provide input into the assessment and placement or education referral decision.
<b>"Minister"</b>	Means the Minister of Education (BC).
<b>"Ministry"</b>	Means the Ministry of Education (BC).
<b>"Modifications"</b>	Means instructional and assessment related decisions made to accommodate a student's educational needs that consist of individualized learning goals and outcomes which are different than learning outcomes of a course or subject. Modifications should be considered for those students whose special needs are such that they are unable to access the curriculum (i.e., students with limited awareness of their surroundings, students with fragile mental/physical health, students medically and cognitively/multiply challenged.)
<b>"Nominal Roll"</b>	Means the annual census of eligible students living on reserve and attending elementary/secondary school as defined by the BC Tripartite Education Agreement (BCTEA) as of September 30th.
<b>"Operating Grants Manual"</b>	Means the provincial manual, as amended from time to time, that sets out the provincial funding formula that comprises a student basic allocation plus supplementary grants to determine School District allocations.
<b>"Ordinarily resident on reserve"</b>	Means that the student usually lives at a civic address on reserve, is a child in joint custody who lives on reserve most of the time, or is staying on reserve and has no usual home elsewhere. Students continue to be considered ordinarily resident on reserve if they return to live on reserve with their Parents, guardians or maintainers during the year, even if they live elsewhere while attending school or working at a summer job. (In this context, reserves are deemed to include all land set aside by the federal government for the use and occupancy of an Indian band, along with all other Crown lands which are recognized by Canada as settlement

<b>"Parent"</b>	Means, in respect of a student: <ul style="list-style-type: none"> <li>x the guardian of the person of the student;</li> <li>x the person legally entitled to custody of the student;</li> <li>x the person who usually has the care and control of the student; or</li> <li>x a designate of the parent or legal guardian.</li> </ul>
<b>"Personal Education Number (PEN)"</b>	Means the unique nine digit identification number that can be assigned by the Minister of Education to persons in BC Schools and institutions. The PEN follows the student through their Early Learning, Kindergarten – Grade 12 and post secondary education.
<b>"School" or "School(s)"</b>	Means and includes any School operated by the Board.
<b>"School Act"</b>	Means the British Columbia <i>School Act</i> , RSBC 1996, Chapter 412.
<b>"School District" or "District"</b>	Means the area constituted under the <i>School Act</i> as School District No. 73 (Kamloops Thompson).
<b>"School Year"</b>	Means the period beginning