

LOCAL EDUCATION AGREEMENT

Between the

LHEIDLI T'ENNEH BAND

And

**SCHOOL DISTRICT NO. 57 (PRINCE
GEORGE)**

September 1, 2017 to June 30, 2022

THIS AGREEMENT made and entered into this 28th, day of July, 2017 and shall be effective on 1st, day of September, 2017.

BETWEEN:

THE LHEIDLI T'ENNEH BAND

(Hereinafter called the "Lheidli T'enneh Band")

AND

SCHOOL DISTRICT NO.57 (Prince George)

BOARD OF EDUCATION

(Hereinafter called the "Board")

(Collectively called the "Parties")

WHEREAS

- A. The Lheidli T'enneh Band, pursuant to its inherent jurisdiction over educational matters related to its members as fundamental aspect of the inherent right of self-government, and confirmed by human rights instruments such as the *United Nations Declaration on the Rights of Indigenous Peoples*, has the authority and responsibility for the education of its members 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.
- B. The *School Act* provides that all school age persons in British Columbia are entitled to receive an education that enables them to become literate, personally fulfilled and publicly useful, thereby increasing the strength and contributions to the health and stability of that society.
- C. The *School Act* further states that the purpose of the British Columbia school system is to enable all learners to become literate, to develop their individual potential and to acquire the knowledge, skills and attitudes needed to contribute to a healthy, democratic and pluralistic society and a prosperous and sustainable economy.
- D. 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. 1-5) with respect to the education of First Nations students.
- E. The Lheidli T'enneh Band and the Board recognize that the Board is the provincially legislated authority for the Traditional Territory of the Lheidli T'enneh Band, relating to the governance and operation of the public schools, personnel and attending students.

- F. The Lheidli T'enneh Band and the Board both have a responsibility for the educational outcomes of First Nation students and wish to collaborate to improve First Nation learner outcomes and success. (As defined in section 5.)
- G. The Lheidli T'enneh Band and the Board wish to set out the terms upon which they will engage to provide the Lheidli T'enneh Band and parents' greater participation in, and "control of", the education services provided to First Nation students. "Control of" referring to Bill C-33 (First Nations control of First Nations Education) and the 1972 National Indian Brotherhood / Assembly of First Nations (Indian Control of Indian Education: Policy Paper).
- H. "The Board recognizes that the school district operates within the traditional territories of Lheidli T'enneh Band and the McLeod Lake Indian Band and that the First Nations will provide support and resources related to the First Nations Aboriginal history, culture and language with which to guide programs and as well as school district activities and events.
- I. The Lheidli T'enneh Band and the Board wish to establish a relationship and work jointly to identify and support educational programs, and other educational services, for First Nation students that are appropriate to their cultural and linguistic heritage of the First Nation, and a continuing and growing source of satisfaction and pride for the Lheidli T'enneh Band and School District No. 57.
- J. The Lheidli T'enneh Band receives tuition funding from Indigenous and Northern Affairs Canada (INAC) for First Nation students who are on the nominal roll, as the education of registered Indians living on-reserve is a federal responsibility.
- K. The Parties wish to enter into this agreement to set out the terms and conditions regarding the purchase of education services by the Lheidli T'enneh Band from the Board for the First Nation's students, and the processes by which the First Nation and parents and legal guardians, will be involved in the education of their students.
- L. Given the important role of the Lheidli T'enneh Band and the Board in ensuring the purpose and objectives of this agreement are achieved, the Parties agree to address their roles and responsibilities.

THEREFORE the Parties agree as follows:

1. DEFINITIONS

1.1. For the purpose of this agreement, the Parties agree that the following definitions shall apply.

“1701 Instructions” means the Student Data Collection Form Completion Instructions for Public Schools and Independent Schools that are collected under the School and Student Data Collection Order (M152/89) as may be amended from time to time. Under this Order, Boards of Education are responsible for collecting and submitting the information to the Ministry. The collected information is critical for: allocating funds to boards, tracking student movement between schools and boards, monitoring enrolment trends in programs, and board and school data summaries.

“Aboriginal” means the three groups of Aboriginal peoples in Canada, First Nations (or Indians), Métis and Inuit.

“Aboriginal Education Committee (AEC)” means the Aboriginal Education Committee comprised of Lheidli T’enneh representatives within school district established to address all matters pertaining to the negotiation and implementation of Aboriginal Education Enhancement Agreements.

“Aboriginal Education Programs and Services” means, collectively, Aboriginal Language and Culture programs, Aboriginal Support Services, or other Ministry approved Aboriginal Education Programs that Targeted Aboriginal Education Funding is used to fund. Such programs and services are developed collaboratively by the Board and local Aboriginal communities and documented. Such Aboriginal Education Programs must be additional to any other programs and services to which an Aboriginal student is eligible, including base funding, ELL and Special Education, and must be documented.

“Aboriginal Language and Culture Programs” means locally developed First Nation language and culture programs that address the need for local First Nation language and culture instruction and education.

“Adapted Program” means an educational program that maintains the learning outcomes of the prescribed curriculum, but is adapted in accordance with the British Columbia, Ministry of Education, *Special Education Services: A Manual of Policies, Procedures and Guidelines* (March 2011), as may be amended from time to time. 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. Adaptations may include alternate formats (e.g., Braille, books-on-tape), appropriate instructional learning strategies (e.g., use of interpreters, visual cues and aids) and assessment procedures (e.g., oral exams, additional time, assistive technologies). Adaptations may positively affect a student’s achievement and self-concept and may prevent unfair penalization for having learning differences.

Adapted programs are developed with the approval and informed consent of parents/guardians and the input of the school based team members.

“Additional Funding” means any funding, other than tuition funding or targeted Aboriginal education funding that is used in support of education programs or Aboriginal education programs and services, offered by School District No. 57 to Aboriginal students, but excludes special education funding.

“Adult Dogwood Certificate or Diploma” means a British Columbia Adult Graduation Diploma granted by the Ministry of Education upon successful completion of the provincial adult graduation requirements set out in Ministerial Order 289/00, the *British Columbia Adult Graduation Requirements Order*.

“Alternate Education Program” means provincial alternate education programs focused on educational, social and emotional issues for students whose needs are not being met in a traditional school program. An alternate education program provides its support through differentiated instructions, specialized program delivery and enhanced counselling services based on students’ needs.

“Attendance Protocol” means an attendance procedure carried out at the schools in the school district, outlining 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. The care team will work with all parties to establish school based attendance procedures. (See School District No.57 Attendance Policy 5131.4.)

“Board” or **“Board of Education”** means the board of school trustees constituted under the *School Act* for School District No. 57 or designated district staff responsible for First Nations education.

“Care Team” means the team formed to focus on identifying supports for children in care and or vulnerable students. Its members typically include but are not limited to: the student’s teacher(s), the student (if applicable), the parent(s) or legal guardian(s), parent advocate, the Lheidli T’enneh Education Coordinator, School District No.57 representatives including the Aboriginal Education Department case managers (The District Enhancement Officer and the Community Enhancement Officer)

“Care Team Meeting or ICM (Inter Case Management Team Meeting) or ESBT (Extended School Based Team Meeting) or SBT (School Based Team Meeting)” means a meeting of the care team that plans support for a specific student who is in care or is identified as a vulnerable student.

“Case Conference Team” means a School Based Team (SBT), Inter Case Management Team (ICM), or Extended School Based Team (ESBT).

“Child, Family and Community Service Act” means the provincial *Child, Family and Community Service Act*, RSBC 1996, Chapter 46, as may be amended from time to time.

“Child (ren) in Care” or **“CIC”** means a child who is in the custody, care or guardianship of a director (a person designated by the minister under section 9 of the *Child, Family and Community Services Act*), or a director of adoption (a person designated by the minister under the *Adoption Act* as a director of adoption).

“Community LINK” means the provincial Community LINK (Learning Includes Nutrition and Knowledge) programs and services, which are intended to improve the educational performance, including the academic achievement and social functioning of vulnerable students based on the rationale that vulnerable students sometimes require extra support in order to achieve optimal educational outcomes.

“Dogwood Certificate or Diploma” means the British Columbia Certificate of Graduation that is awarded by the Ministry to a student upon successful completion of the provincial graduation requirements, as set out in the provincial *Graduation Program Order* as authorized by the *School Act*, section 186(2)(b).

“Early School Leavers” means: any First Nation student /citizen leaving school who is withdrawn from School District No. 57 by mutual agreement of the parties, including students who are expelled. The care team will work with all parties to track Early School Leavers.

“English Language Learning (ELL)” (formerly English as a Second Language) means English Language Learning (ELL) services to enable students whose primary language or languages of the home are other than English to develop their individual potential within British Columbia’s school system. The primary goal of the provincial school system is to support the intellectual development of students. Enabling all students to achieve the goals of human, social and career development is a responsibility shared by schools, families, as well as the community. Boards of Education that report students as ELL on the form 1701, meeting all of the requirements as specified on the Form 1701. Instructions, may qualify for ELL funding. Students are eligible for ELL funding for up to five years, provided they continue to meet funding criteria. Boards of Education will be funded as per the current year’s Operating Grants Manual for each eligible full time equivalent (FTE) ELL student. An ELL Student may also be eligible to receive funding for Aboriginal Education or Special Needs funding, if the requirements of these programs are also met. Adults are not eligible for ELL program funding.

“Education Program” means an organized set of learning activities that, in the opinion of the First Nation and the Board, is designed to enable learners to develop their individual potential and acquire the knowledge, skills and attitudes needed to achieve a quality academic and culturally relevant education, and to contribute to a healthy, democratic and pluralistic society and a prosperous and sustainable economy.

“First Nation” means the Lheidli T’enneh Band, as represented by Chief and Council.

“First Nations Billing Rate”, is the average cost of a student attending school in a school district as calculated annually by the Ministry of Education and includes:

- a. the district allocation (an amount that includes the basic allocation plus any applicable supplements, as set out in the provincial Operating Grants Manual for the school year), and
- b. the School District’s proportionate costs of the New Generation Network (NGN), Pay Equity, MyEdBC, Annual Facility Grant and the Learning Improvement Fund, for which the school district invoices the First Nation, or the Ministry invoices INAC.

“First Nations Education Manager” means the person appointed by the Lheidli T’enneh Band in accordance with this agreement to be responsible for education matters in respect of Lheidli T’enneh First Nation students.

“First Nation Support Worker” means a person hired to provide support services for First Nations free under certain conditions, as set out in the Ministry’s Adult Graduation Program, revised July 13, 2012.

“First Nation Student” means a student who is eligible to be on the nominal roll and for who the First Nation receives tuition funding from INAC.

“First Nation Student Success” has the meaning set out in section 5.

“Full Time Equivalent (FTE) First Nation Student” means a student of First Nation ancestry who is in attendance at public school and who is”

- a. Of school age as defined in the *School Act*; or
- b. In full time attendance in an educational program recognized by the First Nation, the Board, the Ministry and INAC.

“Funding” means funding for First Nation students, which includes tuition funding (as calculated annually by the Ministry based on its Operating Grants Manual), targeted Aboriginal education funding, additional funding and other funding.

“Gifted” means, in accordance with the Ministry of Education, *Special Education Services: A Manual of Policies, Procedures and Guidelines* (March 2011), as may be amended from time to time, a student who possesses demonstrated or potential abilities that give evidence of exceptionally high capability with respect to intellect, creativity, or skills associated with specific disciplines. Students who are gifted often demonstrate outstanding abilities in more than one area. They may demonstrate extraordinary intensity of focus in their particular areas of talent or interest. However, they may also have accompanying disabilities and should not be expected to have strengths in all areas of intellectual functioning.

“**Graduate**” means a First Nation student who obtains a BC Dogwood Diploma and meets all of the requirements of the BC Ministry of Education Graduation Program, as defined in sections 4 & 5 of this agreement.

“**How are We Doing**” or “**HAWD**” Report means the annual publication setting out the data collected by the Ministry of Education to monitor the performance of Aboriginal students in the BC public school system, which includes demographic and assessment outcomes at both provincial and school district level. This report provides a mechanism for the Ministry of Education, Aboriginal communities and school districts to open dialogue and make recommendations for improving the educational outcomes for Aboriginal students.

“**Individual Education Plan (IEP)**” means a documented plan developed for a student which describes individualized goals, adaptations, modifications of the services to be provided, and includes measures for tracking achievement, An IEP must have one or more of the following:

- a. the goals or learning standards set for that student for that school year where they are different from the learning standards set out in an applicable educational program guide; or
- b. a list of the support services required to achieve goals established for the student; or
- c. a list of the adaptations to educational materials, instructional strategies or assessment methods.

An IEP should also include the following:

- a. the present levels of educational performance of the student;
- b. the setting where the educational program is to be provided;
- c. the names of all personnel who will be providing the educational program and the support services (including social/emotional and behavioural supports) for the student during the school year;
- d. the period of time and process for review of the IEP;
- e. evidence of evaluation or review, which could include revisions made to the plan and the tracking of achievement in relation to goals; and
- f. plans for the next transition point in the student's education (including transitions beyond school completion), 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. The creation of an IEP for a First Nation student will be in accordance with the manual and the process set out in this agreement. For greater certainty, an IEP will be developed and implemented only where: the parties have agreed it is needed and justified; the informed consent of the parent or legal guardian is obtained or best efforts

have been made to obtain such consent; the IEP includes agreed limitations (e.g. timeframe, number of courses and course type); and the IEP is reviewed annually with the parent or legal guardian and teachers.

“Indigenous and Northern Affairs Canada or INAC” means the federal department of the Department of Indian Affairs and Northern Development (DIAND).

“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 or guardian be informed of:

- a. The assessment procedures to be carried out;
- b. The information to be collected;
- c. The intervention that may take place;
- d. The likely benefits and risks; and
- e. 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.

“Intellectual Property Rights” An intellectual property rights refers to the legal ownership of intellectual creations. It is understood and recognized that the people of Lheidli T’enneh First Nation and Lheidli T’enneh are the owners and keepers of their traditional knowledge, language, and all other aspects of their land use, management and cultural practices. School District No. 57 will explicitly recognize First Nations ownership of this knowledge.

“Late School Arriver” means any First Nation student who begins attending a school in the school district after September 30 and who is not on the nominal roll as of September 30.

“Management Team” means the team established under section 20.0 comprised of representatives appointed by the Board, the schools and the First Nation to develop and implement a plan for the full implementation of this agreement, and to oversee the implementation of this agreement.

“Minister” means the Minister of Education (BC).

“Ministry” means the Ministry of Education (BC).

“Modified Program” means a program that is modified in accordance with the Ministry of Education, *Special Education Services: A Manual of Policies, Procedures and Guidelines* (March 2011), as may be amended from time to time. Modifications are instructional and assessment-related decisions made to accommodate a student’s educational needs that consist of individualized learning goals and outcomes that are different from learning outcomes of a course or subject - that is, learning outcomes that

are substantially different from the regular curriculum, and specifically selected to meet the student's special needs. 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 challenged on multiple levels). Using the strategy of modifications for students who are not identified as having special needs should be a rare practice. Modified programs are developed with the approval and informed consent of parents/guardians and the input of the school psychologist and other School-Based Team members.

“Nominal Roll” means the annual census of eligible First Nation students living on-reserve and attending elementary/secondary school as of September 30th.

“Other Funding” means any funding that is received or generated by the First Nation subsequent to this agreement that is not tuition funding, targeted Aboriginal education funding, or additional funding, and may include such funding as relevant bursaries, scholarships, grants or contributions for special projects, partnership funding, and raised funds. For greater certainty, other funding does not include special education funding.

“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.

“Parent Consent” means the informed consent of a parent and or legal guardian obtained after the parent and or legal guardian has been provided with all relevant information pertaining to the matter for which their consent is sought and has been given time to consider the same.

“Parent or Legal Guardian” means, (a) the parent, (b) the guardian of the student or child, (c) the person legally entitled to custody of the student or child, (d) the person who usually has the care and control of the student or child, or (e) a designate of the parent or legal guardian.

“Parent or Legal Guardian Information Release” means the authorization by the parent or guardian of a First Nation student of the release of that student's education information related to student progress, behaviour and attendance, and information that forms part of the school district's student registration form.

“Permanent Student Record” means the record kept in accordance with Ministerial Order (M0082/09), which is required for each student enrolled or registered in the British Columbia public education system. The purpose of the Permanent Student Record is to document the history of a student's education program. The Permanent Student Record must be retained by school districts for 55 years after a student has withdrawn or graduated from school and stored according to school district policy. The Permanent Student Record consists of the following two parts: i) Form 1704, and, ii) A minimum of the two most recent years of Student Progress Reports, including documentation to

support orally communicated letter grades (or: an official copy of the Transcript of Grades).

“Programs” means any programs that are established under the *School Act* and are offered to students in attendance during the term of this agreement, including the kindergarten to grade 12 program, alternate education program, adult basic education, ELL, resource room program, learning assistance program, French immersion, and any other programs that may be established under the *Act* during the term of this agreement.

“Quarterly Meetings” means meetings that are held four times a year between the Lheidli T’enneh Band Education leadership and school administration, along with First Nations Support Workers from the schools, to review Lheidli T’enneh Band students’ progress and issues that affect student learning. These meetings typically review students’ academic progress following reporting periods, attendance, First Nations Support Workers activities and how best to support students who are at risk or not being successful in school.

“Schools” means any schools located within School District No. 57.

“School Act” means the provincial *School Act*, RSBC 1996, and Chapter 412.

“School Based Team” is a multi-disciplinary team of school-based personnel which has a formal role to play as a problem-solving unit in assisting classroom teachers to develop and implement instructional and/or management strategies and to coordinate support services for students with special needs within the school.

“School Based Team Meeting” means a meeting of the School Based Team that plans support for a specific student who is identified and brought to a school based team.

“School Calendar” means the school calendar established by School District No. 57 for each school year. Sections 87.01 87.02 and 168.02 of the *School Act* and the provincial School Calendar. Regulation 314/12, set out minimum requirements for Board-established school calendars, and set a minimum number of hours of instruction that Boards must offer to students during the school year. Boards are required to make their proposed calendar public at least one month prior to submitting their proposed calendar to the Minister of Education and must consult with parents and Board employees on their proposed school calendar. The Board must make publicly available any proposed amendments to a school calendar at least one month before making the amendments.

“School Completion Certificate” or **“Evergreen Certificate”** means the certificate granted by the Ministry to a student who has successfully completed the goals and objectives contained in his or her Individual Education Plan (IEP), in accordance with the requirements set out in Ministerial Order 205/95: Student Credentials Order, under the authority of the *School Act*, section 168(2) (t). The School Completion Certificate or Evergreen Certificate is not recognized by public post-secondary institutions.

“School District” means the area constituted under the *School Act* as School District No. 57.

“School Plan for Student Success (SPSS)” means the annual plan that the Board must approve for every school in the school district and which the Board must make available to the parents of students attending the schools, as required by Section 8.3 of the *School Act*.

“School Year” means a 12-month period, commencing on July 1st and ending on June 30th of the following calendar year.

“Special Education Funding” means funding provided for students with special needs, as set out in the provincial *Special Education Services: A Manual of Policies, Procedures and Guidelines* (March 2011), as amended from time to time.

“Student File” means the file, in addition to the permanent student record, that is required to be established and maintained for each student enrolled in the public education system and which must contain copies of current records used in the planning and administration of the student’s education program.

“Student Satisfaction Survey” means an annual electronic survey of students in grades 4, 7, 10 and 12, their parents and school staff administered since 2002 in British Columbia public schools.

“Student Support Plan (SSP)” 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 “vulnerable” for the following reasons: not meeting learning standards, significant absence from school, not transitioning to the next grade, not at grade level, failing courses, behavioural issues, a child in care as defined by the *Child, Family and Community Service Act*, [RSBC 1996] c. 46, as amended from time to time, or under suspension. An ILP will be developed in a similar manner to an IEP, although it is different from an IEP, which is a component of the Special Education Manual. A student’s individual learning needs will be identified, along with necessary learning supports and interventions to be provided by the school to assist the student to maximize the learning experience and to move the student to grade level in the given area by developing and implementing an adapted program. The Lheidli T’enneh Band will assist the school and help to guide interventions in the home or in the community.

“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. Students may be claimed for funding under one or more of the following three categories of Aboriginal education programs and services: Aboriginal language and culture program; Aboriginal support services; and, other approved Aboriginal programs. For greater certainty, funded Aboriginal education programs and services must be additional to any other programs and services for which an Aboriginal student is eligible, including provincial base funding, ELL, special education, and targeted Aboriginal education funding must not be used for the delivery of provincial curriculum (provincial curriculum

includes courses such as English First People 10,11 and 12 and BC First Nations Studies 12, teaching mathematics in a First Peoples Context (Grade 8 and 9);

“Transportation funding” means funding for transportation to and from school that is included in the First Nation billing rates, as calculated by the Ministry and paid by INAC to the First Nation.

“Tuition Fees” means the tuition funding per student received from INAC 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 School District No. 57 at the rate set out by the Ministry of Education First Nations billing rate for a given school year.

“Tuition Funding” means the tuition (Instructional Services) funding received by the First Nation from INAC 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 billing rates established by the Ministry annually and as determined by the snapshot date of September 30th.

“Vulnerable Student”, as defined for purposes of Community LINK, means that student who may be at risk in terms of academic achievement and social functioning.

“Vulnerable Student Supplement”, as set out in the Operating Grants Manual, provides funding to districts to assist them in providing services to vulnerable students *in addition* to the Community LINK special purpose grant.

2. PURPOSE

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

- a. Confirm the Parties’ shared commitment to, and responsibility and accountability for, First Nation student success, which includes academic, social, cultural, linguistic, emotional and physical learning
- b. Confirm the mutual desire and commitment of the Parties to build a positive, effective, collaborative and constructive relationship to:
 - i. Assist Lheidli T’enneh Band students to achieve their full potential with all necessary supports identified and implemented to allow each student to go directly into post-secondary education or employment; improve Lheidli T’enneh Band students’ educational outcomes and achieve high levels of First Nation student success, graduation and school completion; and
 - ii. Jointly define “First Nations Student Success”;
- c. Establish the roles and responsibilities of the parties to meet the purposes and objectives of this agreement;

- d. Establish processes to jointly assess the educational needs of Lheidli T'enneh Band students and arrange for the delivery of services, within a culturally respectful learning environment, that will meet these needs;
- e. Establish processes to identify targets and success measures, and monitor progress in reaching those targets, in relation to Lheidli T'enneh Band student outcomes and achievement levels, including in the Aboriginal Education Enhancement Agreement, if applicable;
- f. Develop a clear and meaningful role for the Lheidli T'enneh Band, parents and legal guardians in the education provided to First Nation students by the school district;
- g. Provide a framework and process for the payment of tuition fees by the Lheidli T'enneh Band to the Board;
- h. Share and exchange information to foster a better understanding of the provincial public school system and funding regime, including the Operating Grants Manual, in order to maximize access to resources and services;
- i. Establish linkages between this agreement and other accountability mechanisms.
- j. Set out accountability requirements, including those respecting reporting and auditing.

3. PRINCIPLES

a. The Parties will be guided by the following principles:

- a. Lheidli T'enneh Band students have a right to quality education that reflects and respects the First Nation's language and culture;
- b. Lheidli T'enneh Band students have a right to feel safe at school, including safety from racism (students and staff), indifference, bias, marginalization, bullying and stereotyping, which should be supported by a rigorous code of conduct;
- c. Positive experiences for children in early learning, strong start and kindergarten contribute to a strong foundation for success throughout their school years;
- d. There must be high expectations for Lheidli T'enneh Band students and their achievement levels;
- e. Marginalization of Lheidli T'enneh Band students in any way, including through program or course assignment, is not acceptable and will not support the achievement of the objectives of this agreement, nor the highest levels of achievement of First Nation students;

- f. Respect for the Lheidli T'enneh Band's unique language, culture and history, and genuine efforts at achieving cross-cultural awareness and bridging, are fundamental for ensuring a safe, tolerant, respectful and appropriate learning environment;
- g. Lheidli T'enneh Band students must be provided access to an education that ensures that they are confident in their self-identity, in their knowledge of themselves, their families, their communities, and their traditional values, languages and cultures; Lheidli T'enneh Band students must learn the skills and knowledge needed to thrive in contemporary society, including the technological capacity required in the 21st century;
- h. Lheidli T'enneh Band students must have access to receive an education that will allow them to access opportunities, including a range of higher learning and career development;
- i. Maximizing and evolving the educational opportunities and benefits and promoting success for First Nation students will occur through regular and ongoing engagement between the Board, the Lheidli T'enneh Band, and School(s), and particularly with:
 - i. parents, elders and other community members; and
 - ii. other educational stakeholder groups within the school district, including teachers, administrators, and support staff;
- j. School policies and the learning environment will be respectful and will promote a greater understanding among staff and students of the Lheidli T'enneh Band's culture, language, values and traditions;
- k. Strong relevant and effective school policies, regulations, practices, district and school growth plans, curriculum and instruction are necessary to promote a better and common understanding of the Lheidli T'enneh Band's cultural values and traditions by schools and district staff;
- l. Open, ongoing and effective communication is essential to a successful working relationship, and to achieving the purposes and objectives of this agreement, and will be promoted through all available means, including the quarterly meetings, the Aboriginal Education Committee (AEC), the LEA Management Team, and staff, technical, community, parent and school-based team meetings;
- m. Materials and resources will meaningfully reflect the First Nations culture, values, language and traditions as approved by Lheidli T'enneh Band. (See Lheidli T'enneh Research Ethics and Protocol 2016 document;

- n. The effectiveness of this agreement will be enhanced through regular joint reviews focused on identifying and implementing opportunities for improvement; and
- o. The Lheidli T'enneh Band and the Board agree that parental involvement is key to student success and they will collaborate to promote effective parental involvement and student success.

4. OBJECTIVES

4.1. The Parties agree to work together to achieve the following objectives:

- a. To establish and grow a positive and collaborative working relationship based on open, regular and effective communication;
- b. To create, improve and foster a learning environment, at all levels of the school system, that establishes high expectations of all students and that maximizes Lheidli T'enneh Band students' learning by helping them feel safe and comfortable and by nurturing a strong sense of belonging in the school and community;
- c. To have Lheidli T'enneh Band students achieve at high academic levels, meeting or exceeding the provincial achievement levels throughout the grades, in all subjects, transitioning from grade to grade and achieve a BC Dogwood Diploma wherever possible;
- d. To have high parental satisfaction as measured by parent satisfaction surveys or other instruments;
- e. To identify and implement measures to visually reflect First Nations culture in the School District's infrastructure (e.g. art, role models) to foster a sense of belonging in First Nations students;
- f. To assess the performance of the School District, work in partnership to improve the performance of the School District in meeting the educational needs of the First Nation students, and to arrange for the delivery of programs, services and practices that will address and meet these needs, with priority placed on:
 - i. early intervention, specifically in the area of assessment;
 - i. remedial work;
 - ii. issues of attendance;
 - iii. evaluation of age/grade levels;
 - iv. First Nation content in all curriculum; and
 - v. promoting courses such as English First Peoples 10,11 and 12 and BC First

Nations Studies 12, Teaching Mathematics in a First Peoples Context (Grade 8 and 9);

- g. To identify and ensure appropriate linkages between any First Nation early learning programs and provincial elementary programs; To ensure that a Student Support Plan (SSP) is in place and is regularly reviewed for any Lheidli T'enneh Band student who is identified as vulnerable and/or requiring additional support (e.g. not at grade level, children in care);
- h. To develop and reinforce in Lheidli T'enneh Band students a pride in their unique culture, language and history;
- i. To promote a greater understanding, awareness and respect for the Lheidli T'enneh Band's history, language and culture among staff and students;
- j. To facilitate positive interactions between school staff and the Lheidli T'enneh Band community, parents and elders to promote and enhance cross-cultural awareness and understanding;
- k. To collaborate on the development of culturally appropriate materials to promote and enhance cross-cultural awareness and understanding.
- l. To collaborate and seek out opportunities or supports that promote or contribute to Lheidli T'enneh Band student success;
- m. To increase the number of Lheidli T'enneh Band students taking high level academic courses, particularly in math, science, English and English First Peoples 12;
- n. To increase the number and percentage of Lheidli T'enneh Band students that meet or exceed the prescribed BC Ministry of Education Learning standards in literacy, numeracy, and writing for Kindergarten - Grade 12;
- o. To increase the number of Lheidli T'enneh Band students who make a successful transition from band-operated schools to the School District schools, between the School District schools, or between school districts;
- p. To increase the number of Lheidli T'enneh Band students who make a successful grade-to-grade transition, particularly at grade levels at which there tends to be a greater likelihood of, or vulnerability for, failing to make grade-to-grade transitions;
- q. To increase graduation rates and eligibility for post-secondary training, and develop students' skills that will assist in the development of their communities; and
- r. To ensure that Lheidli T'enneh Band students have ready access to transportation to and from school, including collaboratively developing and implementing plans to address disruptions in transportation services and or in response to a particular student support plan.

5. FIRST NATION STUDENT SUCCESS

5.1. The Parties agree that First Nation Student Success shall be measured and assessed with reference to the following factors:

- a. Meeting or exceeding expectations as assessed according to the prescribed learning outcomes of BC curriculum in Kindergarten to Grade 12;
- b. Transitioning successfully from grade to grade and passing courses required to move to the next grade, including successful transition from early learning or home to Kindergarten, elementary school to secondary school, and secondary to post-secondary;
- c. Identifying and obtaining the supports and interventions necessary for Lheidli T'enneh Band students to meet their academic and social potential;
- d. Fully meeting the expectations and outcomes of an IEP, should one be required;
- e. Graduating with a Dogwood Certificate or, alternatively, with an Evergreen Certificate, with the focus on obtaining a Dogwood Certificate;
- f. Being prepared for post-secondary education or work life after graduation, with a strong focus on the essential skills necessary to be successful in life;
- g. Have a clear graduation plan that enables a Lheidli T'enneh Band student to transition to the career or post-secondary education option of their choice;
- h. Having strong school attendance to support learning;
- i. Feeling safe at school and positively contributing to the school climate. This includes safety from racism (students and staff), indifference, bias, marginalization, bullying and stereotyping;
- j. Having access to First Nations language and culture programs;
- k. Having access to extracurricular activities;
- l. Maintaining full sense of engagement in school life and a focus on the "whole person";
- m. Being prepared to be a full participant in the community and the economy following school;
- n. Ensuring strong satisfaction of parents with the progress of their child; and
- o. Maintaining strong relationships with the school, school personnel, the First Nations Support Workers, and the First Nations Education Manager.

6. RESPONSIBILITIES & COMMITMENTS

6.1. The Board agrees to:

- a. Work together with parents, guardians, and Lheidli T'enneh Band to monitor attendance and enforce attendance protocols;
- b. Enroll and provide to students of the Lheidli T'enneh Band a quality educational program in accordance with the *School Act*, regulations and orders, as amended from time to time;
- c. Provide access and opportunity to Lheidli T'enneh Band students in a manner consistent with Board practices for all students enrolled in education programs in the school district and to continue to strive towards high levels of success in educational programs for First Nation students;
- d. Include curriculum, materials and resources that promote an understanding of and appreciation for the history, language and culture of First Nations people in British Columbia;
- e. Promote the offering of, and enrollment in, English First People 10, 11 and 12, BC First Nations Studies 12, Teaching Mathematics in a First Peoples Context (Grades 8 and 9);
- f. List all available courses, including locally and Ministry developed courses, in the course selection handbook;
- g. Ensure compliance of schools with Ministry policy regarding Aboriginal students, including implementation of 1701 Instructions;
- h. Promote and support First Nation cultural activities, including National Aboriginal Day and First Nation Role Model Day, Orange Shirt Day, Residential School Reconciliation Resource activities;
- i. Utilize performers from the Lheidli T'enneh Band's list of resource people whenever possible and appropriate;
- j. Encourage and support Lheidli T'enneh Band students to participate in extracurricular and sports activities;
- k. Provide information to parents or legal guardians regarding their child's educational program (e.g. course selection process, reporting periods, report cards);
- l. Provide information about opportunities for parent involvement in the education of their children (e.g. committee processes) and School District and school activities; Promote and support professional development focused on Lheidli T'enneh Band's history, language and culture;
- m. Ensure that Lheidli T'enneh Band students who are enrolled in programs that will give them the academic credentials to proceed to post-secondary education and training are not transferred into modified or adapted programs unless and until:

- i. Such decisions are made in collaboration with the parent or legal guardian; and
 - ii. The Board has obtained the informed consent in writing of the parent, legal guardian or designate;
- n. Disclose to the Lheidli T'enneh Band relevant information, including but not limited to funding and programming and meaningfully communicate with the Lheidli T'enneh Band regarding:
 - i. School Plan for Student Success;
 - ii. Enhancement Agreement
 - iii. ELL funding and programs;
 - iv. Special Education Funding and Programs;
 - v. Vulnerable Student Supplement;
 - vi. First Nations Billing Rate;
 - vii. Aboriginal Targeted Funding;
 - viii. Code of Conduct and school safety;
 - ix. Satisfaction Survey and Results;
 - x. Culturally appropriate language and curriculum;
 - xi. Increasing the number of First Nation ancestry employees;
 - xii. How Are We Doing Report; and
 - xiii. Any other relevant funding, reporting or other accountability requirements that may be implemented or established by legislation, regulation or policy;
- o. Where requested by the Lheidli T'enneh Band, meaningfully engage the First Nation in the development or renewal, implementation, monitoring and evaluation of an Aboriginal Education Enhancement Agreement, between the School District, the First Nation, other local Aboriginal community organizations, and the Ministry of Education designed to enhance the educational achievement of all Aboriginal students and establish a collaborative partnership between Aboriginal communities and the School District that involves shared decision-making and specific goal setting to meet the educational needs of Aboriginal students;
- p. Encourage the Lheidli T'enneh Band to participate in the existing School Plan for Student Success process;
- q. Communicate a summary of this agreement, including its purpose, objectives and principles, with school personnel;
- r. Notify the Lheidli T'enneh Band and parents and legal guardians of the Board's approved school calendar by May 31;

- s. Encourage schools, in accordance with policy, to make available facilities (e.g. meeting rooms) to support communication among parents, staff and students.

6.2. The Lheidli T'enneh Band agrees to:

- a. Foster and promote the importance of education, including school attendance and participation, within the Lheidli T'enneh Band community and the homes of its members, including parents, legal guardians, children and elders;
- b. Promote the active participation and involvement of parents and legal guardians and other community members of the Lheidli T'enneh Band in the education of their children;
- c. Bring to the attention of the Board personnel about any cultural protocols that will assist in creating a culturally sensitive learning environment (e.g. recognizing the First Nation's traditional territory in School District literature, events and functions; communicating protocol for when Elders are involved in programs);
- d. Promote and provide opportunities for the Board to attend community events hosted by the Lheidli T'enneh Band;
- e. Provide the Board with a list of resource people who have expertise in First Nation cultural, educational, government, economic and health issues;
- f. Subject to receiving Tuition Funding from INAC, pay the Board the Tuition Fees received from the federal government as agreed to and set out in this Agreement;
- g. Actively participate in the development or renewal, implementation, monitoring and evaluation of an Aboriginal Education Enhancement Agreement, where the Lheidli T'enneh Band has requested such an agreement;
- h. To be informed regarding the budgetary process at schools for First Nation students regarding the expenditure of the following:
 - i. the nominal roll tuition funding;
 - ii. Aboriginal targeted education funding, special education funding, and ELL funding; and
 - iii. additional funding obtained for programs or services for First Nation students (e.g. funding for vulnerable students/Community LINK);
- i. Encourage and support Lheidli T'enneh Band students to participate in extracurricular and sports activities; and
- j. Attend and work with school(s) to develop an agenda for quarterly meetings.

6.3. In addition to the quarterly meetings, the Board and the Lheidli T'enneh Band agree to meet at least once per year to review, discuss and address issues related to First Nations learning and progress under this agreement.

7. RESOURCES

7.1. The Parties agree to work together to provide input and/or recommendations to the Board to:

- a. Develop and select First Nation materials and resources for all grades and subject areas, including the First Nation's language, history, and culture, as may be agreed to from time to time;
- b. Introduce more culturally relevant materials, resources and activities in all subject areas for all students and for events and ceremonies sponsored by the schools;
- c. Implement mechanisms to preserve and protect any intellectual property rights the First Nation may have in materials and resources to ensure First Nations maintain ownership and related rights in the materials and resources;
- d. Promote the offering of, and enrollment in, English First People 10,11 and 12 and BC First Nations Studies 12, Teaching Mathematics in a First Peoples Context (Grade 8 and 9);
- e. Seek to continually identify measures for ongoing improvements to programs and school performance; and
- f. Seek and secure additional funding.

7.2. For greater certainty, the Parties agree that the First Nation retains ownership and any related intellectual property rights it has in any materials or resources that the Lheidli T'enneh Band produces or produces jointly with the School District;

7.3. The Parties agree to each pursue all opportunities to provide the resources to:

- a. Assist in the development of materials and resources;
- b. Assist in professional development on First Nation cultural awareness; and
- c. Collaborate to provide First Nation language programs;

7.4. The Parties will continue to work together to address the history of the Indian Residential School system through the development of materials and resources, and through professional development opportunities, in a sensitive and appropriate manner; and

7.5 Culturally appropriate materials and resources need to be vetted through appropriate school district processes.

8. IDENTIFICATION OF STUDENTS REQUIRING ASSESSMENT

- 8.1. The Parties will ensure that each Lheidli T'enneh Band First Nation student will be provided an educational program appropriate to his or her needs and abilities, and will ensure the student's progress is monitored and reported to the student's parents or legal guardian, as well as to the Lheidli T'enneh Band where the consent of the parent or legal guardian has been provided for such a report.
- 8.2. The Parties will ensure that the Band is provided aggregate information on Lheidli T'enneh Band First Nations students' progress when available and where the informed consent of the parent or legal guardian has been provided.
- 8.3. So that Lheidli T'enneh First Nation students are appropriately identified as requiring supports, the Parties will ensure appropriate and transparent identification and assessment of First Nation students, with annual re-evaluation, and ensure that Individual Education Plans (IEPs) are re-visited annually for updating, adjustment or conclusion, as appropriate.
- 8.4. The Parties will work with the parents/guardians and to develop appropriate criteria and process for identifying Lheidli T'enneh Band First Nation students who may require assessment, in particular with regard to early Kindergarten level, recognizing that early identification and intervention is necessary to promote student success.
- 8.5. The Parties agree that once a Lheidli T'enneh Band First Nation student is identified as requiring assessment, the assessment will be carried out in a according to the processes of the school district, and all supports possible will be implemented in the interim. The Parties will include parents or legal guardians in meetings regarding their children, and a parent may request that a representative of the Lheidli T'enneh Band be included in these meetings.
- 8.6. The Parties will work with parents to:
 - a. Monitor the progress of each Lheidli T'enneh Band First Nation student;
 - b. Identify and implement intervention supports to assist Lheidli T'enneh Band First Nation students to reach grade level, where necessary; and
 - c. Collaboratively make decisions about any adjustments to the level of a Lheidli T'enneh Band First Nation student's educational program and make those adjustments, but only where the informed consent in writing of the First Nation student's parent or legal guardian, or their designate, has first been obtained.
- 8.7. The Parties agree that assessments may include classroom, school, school district or provincial assessments, and that these assessments are intended to result in an

understanding of individual learning and lead to instruction, interventions and resources that improve student learning, for example:

- a. Classroom assessments could include teacher-designed measures to evaluate learning and determine learning level;
- b. School, school district and provincial assessments could include, for example: Grade Wide Writes, Reading Assessment, Foundation Skills Assessment; and
- c. Professional assessments could include, for example: an education psychologist, a pediatrician. These assessments could lead to the development of individual education plans.

8.8. The Parties agree that no Lheidli T'enneh Band First Nation student will be placed in an education program that leads to an Evergreen Certificate and/or School Leaving Certificate where that student is not appropriately assessed and on an Individual Education Plan.

8.9. The Board, Lheidli T'enneh Band, and Parents/Guardians will work together to ensure that every First Nations student, where cognitive ability allows for age and grade appropriate level placement, be placed in an education program that leads to the British Columbia Certificate of Graduation (Dogwood Diploma).

8.10. The Parties agree that every effort will be made to keep Lheidli T'enneh Band First Nation students in school. To this end, the school district will involve parents/guardians, and the Lheidli T'enneh Band where authorized, in School Based Team meetings and the resulting student plans regarding students at risk of becoming early leavers.

8.11. Every support available will be offered to address academic, behavioural, attendance and any other issues for any Lheidli T'enneh Band First Nation student as per individual school code of conduct.

9. SPECIAL EDUCATION PLACEMENT

9.1. The Parties agree that special education assessment and placement of, or timetable changes or new timetables for, Lheidli T'enneh Band First Nation students will follow the school district referral process and must include the following:

- a. Special Education assessment:
 - i. The informed consent in writing of the Lheidli T'enneh Band student's parent or legal guardian, or their designate, has been obtained

- ii. When, an appointment for an appropriate assessment is scheduled and all pertinent information about the assessment process is provided to the parent or legal guardian and the School Based Team, which will include the First Nations Education Manager and/or designate of the Lheidli T'enneh Band; and
- iii. Within two months of completion of an assessment, a verbal and written report stating the outcome of the assessment, the options available to the First Nation and professional recommendations is provided to the parent or legal guardian or the designate of the parent or legal guardian.

b. Special Education Placement:

i. Prior to placement of a Lheidli T'enneh Band First Nation student on a Special Education Individual Education Plan (IEP):

- 1. The informed consent in writing from the child's parent or legal guardians, or their designate, has been obtained;
- 2. An appropriate assessment must be completed, and the implication for educational services identified in an Individual Education Plan (IEP), including agreed limitations (e.g. timeframe, number of courses and course type), for the purpose of assisting the student, with an ongoing reporting of services and results provided;
- 3. A written report stating the reason for the placement, the options considered and the educational opportunities gained and lost by the placement must be provided to the parent or legal guardian and designated First Nation support staff; and
- 4. An appropriate assessment must be completed and the results must be provided to, and discussed with, the parent or legal guardian, the school-based team and designated First Nation support staff (e.g. as may be designated by the parent or legal guardians);

ii. Special Education Placement Reporting:

- 1. Written reports on the results of the placement, based on the progress of the Lheidli T'enneh Band First Nation student, must be provided to the parent or legal guardian and appropriate First Nation support staff at the end of each term during the placement.

c. Appeals of Special Education Assessment or Placement Decisions:

- i. 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;
- ii. The parent or legal guardian may request, and receive, support in the appeal process from the School District 57 Aboriginal Education Department and the Aboriginal Education District Enhancement Officer; and
- iii. The designated First Nation support staff will receive information about a First Nation student's assessment and/or placement the informed consent in writing from the parent or legal guardian has been obtained.

9.2. The Parties agree that IEPs will be concise, usable documents summarizing the Lheidli T'enneh Band student's educational program and will be developed with input from the Lheidli T'enneh Band student, their parent or legal guardian, school personnel and other service providers, as appropriate.

9.3. The Parties agree that IEPs are not intended to be indefinite and will be reviewed and revisited annually in collaboration with the Lheidli T'enneh Band student, school of attendance or appropriate members of the extended school based team, and his or her parent or legal guardian, and the IEP will be either:

- a. Renewed;
- b. Revised; or
- c. Concluded, where it is determined that the Lheidli T'enneh Band student no longer requires an IEP.

9.4. For greater certainty, the Parties agree that an IEP will only be put in place under section 9.1 and be renewed, revised or concluded under section 9.3 where the prior informed consent of the parent has been obtained.

9.5. In the case of a student on an adapted program, they are assessed using the standards for the course/program and can receive full credit for their work. Letter grades are assigned when a student's course/program is adapted. School personnel should document the adaptations provided for the student. Students who have an adapted program can still graduate from high school with a BC Dogwood Certificate.

9.6. Upon request, Lheidli T'enneh Band will assist the schools and parents or legal guardians with requests for parental informed consent under sections 9.1 and 9.4.

9.7. In accordance with the *School Act*, the Parties agree to provide the following to the parent or legal guardian, and designated First Nation support staff within the schools with the consent of the parent or legal guardian:

- a. Their child's student record;
- b. Copies of all reports and communications concerning their child; and
- c. Notice of all formal meetings initiated by the school concerning their child.

9.8. The Board agrees to inform, and invite in a timely manner, a parent or legal guardian or their designate to attend School Based Team meetings dealing with First Nation students on issues such as special education.

9.9. As a matter of best practices, the Parties agree to review and make recommendations or changes to the parent handbook on assessment and placement, to ensure parents and legal guardians have access to reader-friendly information on the process and implications of assessments and placements.

10. VULNERABLE STUDENT PLACEMENT

10.1. The Parties will work with parents or legal guardians and the Lheidli T'enneh Band to ensure placement of a First Nation student is supported by evidence and demonstrated need, and that an Individual Education Plan (IEP) is in place, which is regularly reviewed, for every student identified as a vulnerable student.

11. CHILDREN IN CARE

11.1. The Parties will ensure that appropriate learning plans and supports are identified and provided for children in care.

11.2. The Parties will engage relevant partners on issues related to children in care to ensure processes are in place that are understood and supported by parents or guardians, school staff, government officials, etc.

11.3. School(s) will communicate as required with the Lheidli T'enneh Band.

12. STUDENT CONDUCT & SAFETY AND STUDENT SATISFACTION SURVEY

- 12.1. The Parties support and encourage positive, responsible and respectful behaviour
- 12.2. The Parties will identify and implement policies and other appropriate measures to create a safe learning environment, including safety from racism (students and staff), indifference, bias, marginalization, bullying and stereotyping.
- 12.3. The Board is responsible for ensuring a rigorous code of conduct and related measures are in place and operative to ensure student safety in all schools.
- 12.4. Expectations for all student conduct shall be in accordance with the *School Act* and regulations, the code of conduct for each school as approved by the Board, and the appeals bylaws, policies and/or procedures of the Board.
- 12.5. When changes are made to policies and procedures school administrators will communicate with Lheidli T'enneh Band representatives to discuss school safety and discipline policies and procedures, and to involve Lheidli T'enneh Band representatives in any review of, or changes to, the Board's policies and procedures.
- 12.6. When informed consent has been obtained, the Parties will encourage a team approach by school administrators with Lheidli T'enneh Band Education representatives when dealing with general disciplinary issues involving First Nation students.
- 12.7. With written informed consent of the parent or legal guardian, the Board agrees that the Lheidli T'enneh Band shall be notified of potential disciplinary action and all correspondence related to the discipline of a First Nation student by the school administrator.
- 12.8. The Board agrees to share the Student Satisfaction Survey with the Lheidli T'enneh Band and parents or legal guardians of First Nation students.

13. CULTURAL AWARENESS IN SCHOOL DISTRICT 57

- 13.1. The Board, in cooperation with the Lheidli T'enneh Band and the School District 57 Aboriginal Education Department, agree to promote a greater awareness of and respect for the First Nation's unique language, culture and history through its policies, practices, and plans.
- 13.2. To prioritize implementation of local culture, language and tradition, the Lheidli T'enneh Band, in collaboration with the School District 57 Aboriginal Education Department, shall identify resource people to facilitate cultural workshops, ceremonies and other events.

13.3. The Board agrees to cooperate with the Lheidli T'enneh Band and with the School District Aboriginal Education Department to deliver professional development activities when appropriate for all educational staff working with First Nation students.

14. TRANSPORTATION

14.1. The Board agrees to identify transportation needs of Lheidli T'enneh Band First Nation students and to develop and implement a plan for providing transportation services, in accordance with policy 3541 Student Transportation Home and School.

15. REPORTING

15.1. Biannual Reports:

- a. School will provide reports on Lheidli T'enneh Band First Nation student progress to the appropriate contact person for the Lheidli T'enneh Band responsible for education matters, providing that prior written informed consent has been given by the student's parent/guardian.
- b. The Parties will prepare a mid-year and annual report on the provision of education programs to First Nation students under this agreement and present the reports to the Lheidli T'enneh Band only with written informed consent of the parents or guardians.
 - i. The mid-year report shall aggregate evidence of Lheidli T'enneh Band First Nations students' achievement each school year and include First Nation student attendance and student progress information by school, grade, subject, Dogwood Certificate and Evergreen Certificate (School Leaving Certificate) graduation, and retention data.
 - ii. The annual report shall aggregate evidence of Lheidli T'enneh Band First Nation students' achievement of each school year and be presented to the Lheidli T'enneh Band. It will include:
 1. The number of Lheidli T'enneh Band First Nations students covered by this agreement and their programs;
 2. The attendance and student progress information by school, grade, subject; and
 3. Dogwood Certificate and Evergreen Certificate graduation and retention data.

4. 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; Available on SD57 website.
- c. The Parties acknowledge that the Parties, in carrying out reporting under this agreement, must comply with the Freedom of Information Act.
- d. To support improving Lheidli T'enneh Band First Nations student outcomes, the Lheidli T'enneh Band will prepare a mid-year and year-end report on the provision of support programs offered for students and community members:
 - i. The mid-year report shall aggregate evidence of support to Lheidli T'enneh Band First Nation students, and their families, covered by this agreement as of January 30th of each parenting programs, language and culture enhancement programs, school attendance improvement programs and health and well-being programs. For each program, the report will present attendance data and evidence of success of the program.
 - ii. The year-end report shall aggregate evidence of support to Lheidli T'enneh Band First Nation students, and their families, covered by this agreement as of June 30th of each year and be presented to the Board, or designate, on or before July 15th of each school year. It will include the areas of early years, school age, and adult, parenting programs, language and culture enhancement programs, school attendance improvement programs and health and well-being programs. For each program, the report will present attendance data and evidence of success of the program.
- e. When written informed consent has been obtained, reporting by the Board about Lheidli T'enneh Band First Nation student progress and programming will include information on any direct communications that have taken place, such as phone calls or letters to, or meetings with, parents, legal guardians, and/or representatives from the Lheidli T'enneh Band.
- f. The Parties will use the School District 57 Consent and Release Form as mechanism to obtain parent or legal guardian informed consent, as needed.

16. COMMUNICATION

- 16.1 The Parties will endeavour to establish and ensure excellent communication with each other through agreed upon preferred means, which may include, but not be limited to, regular and continual contact through newsletters, correspondence and in person meetings, as appropriate.

- 16.2 The Parties will encourage parents or legal guardians, as the case may be, to attend regular and frequent parent-teacher interviews and develop appropriate strategies with teachers to address any issues regarding the parent's or legal guardian's child.
- 16.3 The Parties will advise parents and legal guardians 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.
- 16.4 The Board will encourage school district employees of the schools attended by First Nation students to attend community meetings and events where requested or invited by the Lheidli T'enneh Band.
- 16.5 Where there are issues or concerns regarding a First Nation student's placement or program, the school will be in direct contact with the parent/legal guardian. As appropriate, the Lheidli T'enneh Band's education representative will be informed.

17. TUITION PAYMENT

- 17.1 For eligible Lheidli T'enneh Band First Nation students on the nominal roll attending schools operated by the Board on September 30th, for whom the Lheidli T'enneh Band has received tuition funding from INAC, the Lheidli T'enneh Band will pay to the Board the tuition fees amount in accordance with this section 17 of this agreement.
- 17.2 For greater certainty, the Parties agree that the Lheidli T'enneh Band is responsible for tuition funding received from INAC for the tuition fees of the First Nations students according to the approved First Nations Billing Rate and approved nominal roll. Unless otherwise agreed, the Lheidli T'enneh Band will not be responsible for paying any amounts above the approved First Nations Billing Rate.
- 17.3 The September 30th nominal roll enrolment figures shall be verified by:
 - a. The school principal and other authorized representative;
 - b. The Lheidli T'enneh Band Education Manager or other authorized representative of the Lheidli T'enneh Band; and
 - c. An authorized representative of INAC.
- 17.4 The Parties agree that tuition fees payable for each school year shall be paid by the Lheidli T'enneh Band to the Board according to the following schedule, and based upon the September 30th nominal roll figures and current eligible tuition fees:
 - a. October 15th;
 - b. December 15th;
 - c. March 15th; and
 - d. June 15th

Subject to reconciliation at March 31st and June 30th.

- 17.5 The Lheidli T'enneh Band agrees to pay tuition fees to the Board, on a pro-rated basis for any Lheidli T'enneh Band First Nation student on the nominal roll for

whom the Lheidli T'enneh Band receives tuition funding from INAC, if that student enrolls in a school in the school district following the September 30th nominal roll date.

- 17.6 Amounts payable under 17.4 and 17.5 and are due on the reconciliation dates of March 31st or June 30th.
- 17.7 The Parties acknowledge that there may be a small arrears portion in the tuition fees paid to the school district due to rate increases and funding schedule that the Lheidli T'enneh Band receives from INAC, as the Lheidli T'enneh Band's funding is based on the prior year nominal roll and funding rate.
- 17.8 The Parties acknowledge that there may be adjustments in the rate based on the negotiations between INAC and Ministry of Education.
- 17.9 The Board will attach a copy of the approved nominal roll and a year-to-date LEA billing statement with each invoice for tuition Fees to the Lheidli T'enneh Band.
- 17.10 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. Any adjustment will take into consideration the number of days of school closures, including teacher strikes, and any adjustments in funding from the Ministry of Education.
- 17.11 Tuition Fees will be calculated using the INAC's FTE funding schedule and will be adjusted according to future INAC changes to a maximum:
 - a. 1.00=8 courses/year
 - b. .875=7 courses/year
 - c. .750=6 courses/year
 - d. .625=5 courses/year
 - e. .5= 4 courses/year
 - f. .375= 3 courses/year
 - g. .250= 2 courses/year
 - h. .125= 1 course/year
- 17.12 Where INAC is late in providing education program funding to the Lheidli T'enneh Band,
 - a. The Lheidli T'enneh Band will notify the Board of the delay in receiving INAC funding; and
 - b. The School District will not charge interest to the Lheidli T'enneh Band on any amount that is outstanding due to INAC's late provision of funding.

18. DISPUTE RESOLUTION

- 18.1 The Parties agree to endeavor to resolve issues or disputes that may arise about this agreement, or its implementation, in manner that fosters an improved, ongoing and respectful relationship between the Board and the Lheidli T'enneh Band, in accordance with the following processes:

SCHOOL LEVEL DISPUTES

18.2 The Parties agree that complaints and disputes of Lheidli T'enneh Band First Nation students, their parents or legal guardians, staff, or the Lheidli T'enneh Band in support of a First Nation student or parent, should be dealt with at the point closest to where the dispute first arises, and in accordance with the steps for problem solving protocol outlined on the school district website.:

AGREEMENT LEVEL DISPUTES

18.3 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.

18.4 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 as outlined in the steps for problem solving protocol located on the school district website.

19. DEFAULT

19.1 The Parties agree that, if there is a default under the terms of this agreement, the issue will be referred to the dispute resolution process outlined in Section 18.

20. IMPLEMENTATION, MONITORING, REVIEW: MANAGEMENT TEAM

20.1 The Parties agree to jointly develop terms of reference for the management team.

20.2 The joint management team responsible for overseeing the implementation of this agreement.

20.3 The Parties agree to establish and implement a process for joint monitoring and review of the effectiveness of this agreement, and to identify and implement opportunities for improvement of this agreement, in achieving the purposes, principles and objectives.

21. TERM & AMENDMENT

21.1 The term of this agreement will be 5 years, from September 1, 2017 to June 30, 2022 inclusive.

21.2 Both Parties agree to enter into renewal negotiations of this agreement six months prior to the expiry date.

21.3 Both Parties agree to formally review and, if agreed, amend this agreement within 90 days of each anniversary.

21.4 The parties acknowledge that changes may be made to the School Act or related provincial policies and procedures, which may impact this agreement and, therefore, require amendment from time to time.

21.5 Either party may terminate this agreement with written notice within 90 days prior to the end of the school year. Such termination of this agreement will take effect June 30th of every year.

21.6 Unless notice has been given to amend or terminate this agreement, the parties agree that the terms and condition provided for in this agreement will continue to apply for the next year, for each year of the term of the agreement.

22. 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 transmitted by mail, fax or personal delivery and will 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, email with accompanying confirmation of completed transmission:

If to the First Nation:
Band Administrator
Lheidli T'enneh Band
1041 Whenun Road
Prince George BC
V2K 5X8
Email:

If to the Board:
The Secretary-Treasurer
School District No. 57
2100 Ferry Avenue
Prince George BC
V2L 4R5
Email:

23. GENERAL

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

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

23.3 This agreement supersedes any and all previous local education agreements between the Parties.

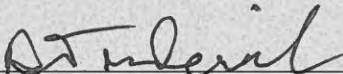
23.4 The Parties acknowledge that nothing in this agreement, or in the negotiation of this agreement, or in any prior document leading to this agreement, in any way defines or amends, recognizes, affirms, or denies the existence of, or in any way limits any the Aboriginal or treaty rights of the Lheidli T'enneh Band and

a. This agreement is without prejudice to the rights of the Parties and the Lheidli T'enneh Band with respect to such matters.

23.5 The Lheidli T'enneh Band agrees to append to this agreement a Band Council Resolution (BCR) indicating the Lheidli T'enneh Band's support of this agreement.

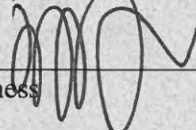
IN WITNESS WHEREOF the Parties have executed this agreement as of the date first above written.

SIGNED on behalf of the LHEIDLII T'ENNEH BAND by its duly authorized Officers



Chief, Dominic Frederick

Date

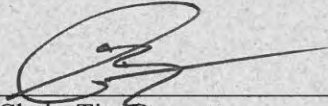


Witness

July 28, 2017


Date

SIGNED on behalf of the BOARD OF EDUCATION



Chair, Tim Bennett

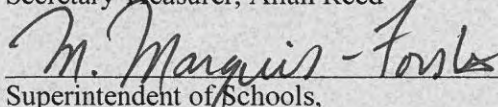
Date



Secretary Treasurer, Allan Reed

2017-07-28

Date



Superintendent of Schools,
Marilyn Marquis Forster

17 07 28

Date

