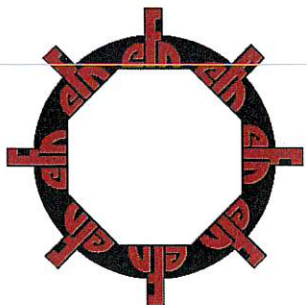


**PROVINCIAL
LOCAL EDUCATION AGREEMENT**



ESK'ETEMC

&



School District 27

April 2021

INTRODUCTION

Esk'etemc (“People of the White Earth”), a Secwepemc community of now just over 1100 registered band members, approximately half of whom live on reserve located 55 km South of Williams Lake. As part of the Secwepemc Nation, the language *Secwepemctsin* ties Esk'etemc to land, culture, and identity. Esk'etemc has declared Title and Rights and are now stepping into true authority by reclaiming our rightful place as *Yucwemintemc ne Esk'etemcúluw* (Caretakers of Esk'etemc). Through decolonizing practices and traditional teaching methods “People of the White Earth” honour Ancestors and recognize the rich history of the Esk'etemc. The children and the next seven generations are at the centre of the Esk'etemc mission and vision towards a brighter future.

Esk'etemc mission statement:

“Esk'etemc is a unified, innovative Nation pursuing ventures that will enhance our self-sufficiency while practicing Esk'etemc culture and spirituality and protecting Secwepemculucw for future generations.”

The Esk'etemc Education journey is rooted within the wisdom of Esk'etemc ancestors from the last 10,000 years. Learning on the land, from the land, for the land is the heart of Esk'etemc teaching passed down through generations from Elders. The Esk'etemc community, Traditional Governance, and current Chief and Council are focused on creating and sustaining high quality education options for all students that are grounded within Secwepemc values.

Esk'etemc Community Education includes a licensed Early Years Centre, Sxoxomic Community School (K4-9), Post Secondary programming in community and funding for students to pursue education out of community. Typically, Esk'etemc students attend SD 27 schools from Grades 9-12 where students can learn to “walk in two worlds”, complete their graduation and continue their journey as lifelong learners.



Esk'etemc Learning Principles



Relralt ren sememc
(rel-ralt ren sememk)

**Strong mind,
body, spirit.**



Xexé7
(Huh-heh)

**Success as
Esk'etemc.**
*Xexex7ken- I am
smart.*



Knucwentwécw
(K-newk-went-twah)

**Help one
another.**

The negotiation and adoption of a Local Education Agreement (LEA) provides an opportunity for Esk'etemc and School District 27 to develop the relationship and trust necessary to accomplish a student-centered approach that improves educational outcomes for all Esk'etemc students.

BC Teacher Standard #9

Educators respect and value the history of First Nations, Inuit and Métis in Canada and the impact of the past on the present and the future. Educators contribute towards truth, reconciliation and healing. Educators foster a deeper understanding of ways of knowing and being, histories, and cultures of First Nations, Inuit and Métis.

The terms of this Provincial LEA reflect the BC Tripartite Education Agreement between Canada, British Columbia, and the First Nations Education Steering Committee to support First Nations Student success.



www.esketemc.ca

www.esketemceducation.com

THIS AGREEMENT made and entered into this _____ day of _____, 20__ shall be effective from the 1st day of July 2021.

BETWEEN:

ESK'ETEMC

AND:

THE BOARD OF EDUCATION

SCHOOL DISTRICT NO. 27

(hereinafter called the "Board")

(collectively called the "Parties")

WHEREAS

- A. On July 1, 2018, the Province of British Columbia, the Government of Canada and the First Nations Education Steering Committee entered into the BC Tripartite Education Agreement ("BCTEA"), agreeing to work together to make systemic shifts to support successful educational outcomes of all First Nation Students, regardless of where they live or are enrolled in school in British Columbia, through the provision of high quality and culturally relevant elementary and secondary educational programs and services, and supported by funding that is responsive to unique needs of First Nation Students, First Nation Schools and communities.
- B. The parties to the BCTEA recognize Local Education Agreements ("LEAs") as an integral part of the delivery of education services to First Nation students attending BC Schools, as they are an important mechanism for building relationships between First Nation communities and boards of education and schools to support improved First Nation student outcomes.
- C. In furtherance of this, the parties to the BCTEA developed Guiding Principles for LEAs and this Provincial LEA to serve as a standard LEA for First Nations and Boards of Education and apply, at the request of a First Nation, where there is no existing LEA between a First Nation and a Board of Education.
- D. The Parties recognize that the signing of this LEA is a step consistent with the Province of British Columbia's commitment to adopting and implementing the *United Nations Declaration on the Rights of Indigenous People* (the "UN Declaration") and the Truth and Reconciliation Commission (TRC) *Calls to Action* for reconciliation. In addition, the Parties agree that this approach intends to follow British Columbia's *Draft Principles that Guide the Province of British Columbia's Relationship with Indigenous Peoples*.

- E. The Board has the authority, under section 86 (3) of the *School Act*, to enter into agreements with a Council of a Band as defined in the federal *Indian Act*, RSC, c. I-5, or the council of an Indian band established by another Act of the government of Canada, with respect to the education of First Nations Students.
- F. Esk'etemc, pursuant to its inherent jurisdiction over educational matters, has the authority and responsibility for the education of Esk'etemc Students and desires to ensure its students all have access to, and receive, quality education that is respectful and reflective of their unique culture and history.
- G. The Parties agree that the principals, teachers and other staff in BC Public Schools have a central and important role to play in the provision of quality education programs and services and in the implementation and effectiveness of an LEA.
- H. The Parties wish to enter into this Agreement to set out the terms and conditions regarding the purchase of educational services by Esk'etemc from the Board for Esk'etemc Students.

THEREFORE the Parties agree as follows:

1.0 PURPOSE

- 1.1 The Parties agree that the purposes of this Agreement are to:
 - a) Confirm the mutual commitment of the Parties, and acknowledge the important role of Schools, to build a positive, effective, collaborative and constructive relationship to improve Esk'etemc Students' educational outcomes and achieve high levels of Esk'etemc 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 Esk'etemc and the Board regarding the education of Esk'etemc Students in the School District.

2.0 GUIDING PRINCIPLES

- 2.1 The Parties will be guided by the following principles:

First Nations' Central Role in First Nations Education

- a) Indigenous families and communities have the right to retain shared responsibility for the upbringing, training, education and well-being of their children. Consistent with the rights of the child, and Indigenous peoples have the right to establish and control their educational systems and institutions providing education in their own languages, in a manner appropriate to their cultural methods of teaching and learning.
- b) First Nations in British Columbia have control of, and decision-making responsibility for, First Nations education.
- c) First Nations have a central role in the education of their students, regardless of where they attend school.

First Nation Students Access to Quality Education

- d) First Nation Students, at all levels of education, must have access to educational opportunities that:
 - i. ensure that they are confident in their self-identity, their families, their communities and traditional values, languages and cultures;
 - ii. give them the skills they need to thrive in contemporary society, including 21st century technological skills; and
 - iii. prepare them to access any opportunities they choose for higher learning, employment and life choices.

Reconciliation & Collaboration in First Nation Education

- e) First Nations education in British Columbia is highly complex, engaging federal, provincial and First Nation authorities, roles and responsibilities and, therefore, requiring collaboration and cooperation to ensure that all First Nation Students are supported to achieve successful education outcomes.
- f) The gap in educational outcomes between First Nation Students and non-First Nation students is a persisting legacy of colonialism, and concerted efforts and proactive measures are required to eliminate this gap and contribute to reconciliation in education.
- g) The Parties have a shared interest and priority in supporting excellence in First Nations education, including supporting First Nation Students to fulfil their educational potential by having access to and receiving quality education that is respectful and reflective of their unique culture and history.
- h) Strong, effective and inclusive educational systems provide a fundamental opportunity for building relationships and advancing reconciliation between the Crown and First Nations, as expressed in the *TRC's Calls to Action* and the *UN Declaration*.
- i) Quality First Nations education includes standards, programs, services, school supports and investments that provide appropriate tools and resources aimed at achieving successful First

Nation Student outcomes and achievements, while addressing their unique needs.

- j) Curriculum, materials and resources will meaningfully reflect Esk'etemc culture, values, language and traditions, as approved and determined by Esk'etemc.
- k) LEAs are an important mechanism to facilitate relationship-building, from negotiation through to ongoing implementation.
- l) The standards set by the *United Nations Declaration on the Rights of Indigenous Peoples* apply to First Nations education.
- m) The Truth and Reconciliation Commission's Calls to Action set out a framework for reconciliation, including with regard to First Nations education, that must inform the relationships and collaboration between First Nations, the Province and board of education.

Parental Choice

Esk'etemc parents have the right to decide where their children will be enrolled to receive the benefit of an education program (in accordance with the School District No. 27 School of Choice Policy).

First Nation Student Safety

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

Shared Accountability and Data-Sharing

- o) LEAs are more than a mere financial transaction and serve as a core shared accountability mechanism for both First Nations and board of education regarding First Nations education in the BC Public Schools.
- p) Timely and relevant data is required to inform decision-making to support Esk'etemc Students.

3.0 RESPONSIBILITIES & COMMITMENTS

3.1 The Board agrees to:

- a) Ensure that Esk'etemc Students have equitable access to educational programs, including Indigenous language instruction, in the School District, and to continue to strive towards high levels of Esk'etemc 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 and day school experience;

- c) Promote the offering of, and enrollment in, English First Peoples 10, 11 and 12 and BC First Peoples 12 and Contemporary Indigenous Studies 12, or any successor courses for all students;
 - d) Promote the offering of and enrollment in Indigenous Language courses in line with the Minister's mandate to develop new First Nations history curriculum, develop full-course offerings in 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 Indigenous language learning educators and experts;
-
- e) Support principals and teachers to effectively deliver educational programs referred to in sections 3.1 (b), (c) and (d);
 - f) Ensure Schools support Esk'etemc Students to participate in extracurricular and sports activities;
 - g) Ensure teachers provide information to Parents regarding their child's educational program (e.g. course selection process, reporting periods, report cards, as required by the *School Act*);
 - h) Communicate details of this Agreement, including its purpose, objectives and principles, with school personnel, in particular principals and teachers;
 - i) Give direction to principals regarding the implementation of this Agreement, as appropriate; and
 - j) Spend Aboriginal Education (Targeted) Funds on Aboriginal Education Programs and Services identified through the direct involvement of Aboriginal communities working with the FNEC Board to support the success of Aboriginal Students;
 - k) Participate fully in the LEA Oversight Team

3.2 Esk'etemc agrees to:

- a) Promote the active participation and involvement of Parents and other community members of Esk'etemc in the education of their children, including any available processes or forums in the School District (such as parent clubs and other committee processes) and School District or School activities;
- b) Encourage and support First Nation Students to engage and participate in school, improve outcomes and participate in extracurricular and sports activities
- c) Subject to receiving Tuition Funding from Indigenous Services, pay the Board the Tuition Fees received from the federal government as agreed to and set out in this Agreement;

- d) Encourage students to foster deeper learning connections with teachers, guidance counsellors, support staff, and administrators;
- e) Seek to provide in-community education supports that further student learning and enhances cultural connections; and
- f) Maintain open and consistent communication with the Board to ensure student learning and achievement.

3.3 Consistent with the purposes, principles and objectives of this Agreement, the Board, in making available an educational program to Esk'etemc Students, will:

- a) Work with Esk'etemc, to develop and implement strategies to keep Esk'etemc Students in school and maintain and implement the Attendance Protocol;
- b) In the case of an Early School Leaver, work with Esk'etemc to collaborate on a plan that best meets the educational needs for that Esk'etemc Student;
- c) List courses, including English First Peoples and locally developed Board/Authority Authorized courses, in the course selection handbook;
- d) Promote and support Secwepemc cultural activities, including National Indigenous Peoples' Day activities, Orange Shirt Day, Missing and Murdered Indigenous Women and Girls in Schools within the School District;
- e) Promote and support effective and authentic professional development focused on local First Nations history, including Esk'etemc history, language and culture;
- f) (Work with Esk'etemc on how to effectively support Esk'etemc students and improve their learning outcomes through the effective use of Targeted Aboriginal Education Funding, including any surpluses, as advised by the First Nations Education Council, of which Esketemc is a member.) Work with Esk'etemc, through the First Nations Education Council where applicable, on how to effectively use the Targeted Aboriginal Education Funding, including any surpluses, to support Esk'etemc Student needs and improved learning outcomes;
- g) Communicate details of this Agreement, including its purpose, objectives and principles, with school personnel, and in particular principals and teachers;

3.4 Wherever this Agreement provides that a School will perform any obligation under this Agreement, the Board will provide direction to the superintendent, principals, teachers, and other school staff as needed to fulfil that commitment.

4.0 EDUCATIONAL RESOURCES

4.1 The Parties agree to, individually, together, and with Schools, make best efforts to:

- a) Introduce more culturally relevant/sustaining educational resources and activities in all subject areas for all students, such as through Board/Authority Authorized courses, and for events and ceremonies that takes place at a School; and
- b) Offer English First Peoples 10, 11 and 12, BC First Peoples 12 and Contemporary Indigenous Studies 12 and residential school curriculum.

4.2 The Parties will, with Esk'etemc providing leadership and direction, work together to address the history of the Indian residential school system and Day School through the development and implementation of curriculum, materials and resources, and through professional development opportunities, in a sensitive and appropriate manner.

4.3 The Parties will work in partnership to develop and implement Secwepemctsin language programs.

4.4 With regard to intellectual property rights, the Parties acknowledge article 31 of UN Declaration:

Article 31 1. Indigenous peoples have the right to maintain, control, protect and develop their cultural heritage, traditional knowledge and traditional cultural expressions, as well as the manifestations of their sciences, technologies and cultures, including human and genetic resources, seeds, medicines, knowledge of the properties of fauna and flora, oral traditions, literatures, designs, sports and traditional games and visual and performing arts. They also have the right to maintain, control, protect and develop their intellectual property over such cultural heritage, traditional knowledge, and traditional cultural expressions. 2. In conjunction with indigenous peoples, States shall take effective measures to recognize and protect the exercise of these rights.

4.5 Consistent with article 31 of UN Declaration, the Parties agree that:

- a) Esk'etemc retains any intellectual property and copyrights of any curriculum content developed in collaboration or cooperation with them regarding Esk'etemc language, cultural heritage, Indigenous Knowledge and traditional cultural expressions;
- b) the use of such information is intended to be for instructional purposes only at a local level and for the school district's staff's professional development purposes; and
- c) any other proposed or intended use requires written consent from Esk'etemc.

5.0 DOGWOOD GRADUATION

5.1 The Board and the First Nation will encourage and support each and every Esk'etemc Student who is capable of achieving the Dogwood Diploma to pursue that graduation credential.

- 5.2 For greater clarity, the Board will ensure the intentional or unintentional streaming or marginalization of Esk'etemc Students is not tolerated and that each and every Esk'etemc Student is placed in an educational program that leads to graduation with a Dogwood Diploma and a full range of opportunities, such as training, post-secondary education and employment.
- 5.3 The Board and Esk'etemc will ensure Esk'etemc Students and their Parents are provided with information about the implications of a Dogwood Diploma, as compared with the Adult Dogwood Diploma or other school leaving certificates, to support informed decision-making by those Esk'etemc Students and Parents. This will include adequate learning support to allow for student success within Dogwood Diploma.
-
- 5.4 The Board will ensure there is appropriate and timely (i.e. early) counselling support for career and post-secondary education planning available to Esk'etemc Students.

6.0 IDENTIFICATION OF ESK'ETEMC STUDENTS REQUIRING SPECIAL EDUCATION ASSESSMENT

- 6.1 In order to ensure that Esk'etemc Students are appropriately identified as requiring special education supports, the Board will ensure School(s) work with Esk'etemc and Parents to ensure appropriate and transparent ongoing informal assessments of Esk'etemc Students to identify those who may require more formal special education assessment.
- 6.2 In particular, the Board and Esk'etemc will jointly review and determine the criteria and processes used for the identification of kindergarten Esk'etemc Students who may require assessment and additional supports or services, recognizing that early identification is necessary to promote student success, and, for an Esk'etemc Student who is identified as having a special need before entering a School, Esk'etemc Student's assessment and programming information will be requested immediately upon enrollment to permit appropriate and effective planning and implementation of relevant interventions.
- 6.3 In cases where an Esk'etemc Student is identified as likely having diverse abilities or a disability upon enrolment in kindergarten, or when transferring into a School at a later grade level, or when an Esk'etemc Student has an obvious disability that has not been previously assessed, the Board will ensure there is determination of the need for assessment and/or intervention plan.

7.0 SPECIAL EDUCATION ASSESSMENT AND PLACEMENT

- 7.1 The Parties agree that special education assessment and placement of, or timetable changes or new timetables for, Esk'etemc Students will follow the School District referral process, and the Ministry of Education, Special Education Services: A Manual of Policies, Procedures and Guidelines, as amended from time to time.
- 7.2 For greater clarity:
- a) prior to the placement of an Esk'etemc Student in a special education program, an educational psychology assessment must be completed, with parental consent, that

identifies Esk'etemc Student as requiring supports and services;

- b) prior to diversion of an Esk'etemc Student to an Evergreen Certificate path, a psychoeducational assessment must be completed in consultation with Esk'etemc, and parental consent, and must identify Esk'etemc Student as having a cognitive disability or complex medical profile and
- c) the results of the assessment must be provided to and discussed with the Parent of that Esk'etemc Student, the school-based team, and Esk'etemc support staff as may be designated by Esk'etemc Student's Parent.

7.3 As soon as practical after an Esk'etemc Student has been identified having diverse abilities or a disability:

- a) the assessment results and educational services to be provided to Esk'etemc will be outlined in an Individualized Education Plan (IEP), which must be completed with parental consent and involvement, for the purpose of assisting school staff to provide supports and services for Esk'etemc Student;
- b) appropriate supports and services will be identified in order to ensure that Esk'etemc Student obtains an education that is most appropriate for their needs, and in regular classroom environments as much as possible;
- c) an Esk'etemc Student with diverse abilities or disabilities will take an active role in the design of their IEP to the maximum extent that their developmental level and ability permit, noting that factors affecting Esk'etemc Student participation in the development of an IEP will include: age, level of maturity, and capacity for sustained, considered deliberation based on awareness of possibilities and consequences;
- d) a written report stating the reason for placement of Esk'etemc Student, and the educational opportunities gained and lost by such placement, must be provided to the Parent and Esk'etemc support staff as may be designated by Esk'etemc Student's Parent;
- e) in cases where the Parent appoints a delegate, the Parent and the delegate will receive a copy of the IEP; and
- f) in the event that the Parent declines to be involved in the IEP process and does not choose to appoint a delegate, the Board will ensure that the BC Public School will make every effort to ensure that Esk'etemc Student's needs are fully met.

7.4 In developing an IEP, standards for students with diverse abilities or disabilities will be developed with high and appropriate expectations for achievement, and Esk'etemc Students with IEPs will be expected, where appropriate, to achieve all of the regular curricular competencies and/or outcomes, with supports.

7.5 The Board will ensure the School(s) work with Parents and, with their consent, Esk'etemc, to:

- a) collaboratively identify any adaptations made to an Esk'etemc Student's educational program;
 - b) ensure that any modifications are made to an Esk'etemc Student's educational program only when necessary based on a formal assessment process and only when adaptations have proven insufficient to meet Esk'etemc Student's needs, and only with the Informed Consent in writing of Esk'etemc Student's Parent, or their designate; and
 - c) if an Esk'etemc Student has been put on a non-Diploma Evergreen Certificate path, it will be ensured that Esk'etemc 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 align with, as closely as possible, the learning outcomes of the applicable course, even when modified.
- 7.6 When requested, the Parent and, where appropriate and feasible, Esk'etemc Students will have every opportunity to meet with school staff about the IEP and Esk'etemc Student's educational program within a reasonable timeframe, and no later than two weeks after the request has been made to school personnel.
- 7.7 The Board will ensure School(s) offer each Esk'etemc Student who has diverse abilities or disabilities relevant learning activities, in accordance with the student's IEP.
- 7.8 Esk'etemc Student progress reports on their educational achievement in an educational program supported by an IEP, Evergreen Certificate path, must be provided to the Parent and Esk'etemc support staff as designated by Esk'etemc 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.
- 7.9 The Board in collaboration with Esk'etemc will ensure that Parents are advised:
- a) of their right to request a change to the placement of a First Nation Student in a special education program or on an Evergreen Certificate path;
 - b) that if the Parent wishes to request a change in a placement decision, they may file such a request in accordance with applicable Board bylaws, policies and/or procedures; and
 - c) where the Parent files a request, the Parent may request, and receive, support in the process from the First Nation and/or the Aboriginal Education Council.
- 7.10 The Parties agree that IEPs are not intended to be static and will be reviewed and revisited at least bi-annually in collaboration with Esk'etemc Student and his or her Parent, and the IEP will be either:
- a) Updated;
 - b) Revised; or

- c) Concluded, where it is determined that Esk'etemc Student no longer requires an IEP.
- 7.11 For greater certainty, the Parties agree that an IEP will only be put in place under sections 7.1 and 7.2 and it will only be updated, revised or concluded under section 7.8 where the prior Informed Consent of the Parent has been obtained.
- 7.12 The Parties agree that, in the case of all special education categories that are consistent, individual education plans for First Nation Students with special needs will be recognized and used as part of the planning process when those Esk'etemc Students transition between Esk'etemc (Sxoxomic Community School) and SD Schools.

8.0 VULNERABLE STUDENT PLACEMENT

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

9.0 CHILDREN IN CARE

- 9.1 The Board will ensure appropriate learning plans and supports are identified and provided for Children in Care.
- 9.2 The Board will ensure appropriate staff are designated to be responsible for maintaining communications with Esk'etemc regarding Children in Care who are Esk'etemc Students.
- 9.3 The Parties will make best efforts to work with supporting agencies to ensure appropriate supports are implemented to assist Esk'etemc Students who are Children in Care.

10.0 STUDENT CONDUCT & SAFETY

- 10.1 The Parties will confirm policies, practices and other appropriate measures to create a safe learning environment, including safety from racism (students and staff), discrimination, indifference, bias, marginalization, bullying and stereotyping for all students attending the School(s).
- 10.2 With written consent of an Esk'etemc Student's Parent, the Board will notify Esk'etemc of disciplinary action and potential escalation of disciplinary action in relation to that Esk'etemc Student, and provide to Esk'etemc a copy of all correspondence related to the discipline of a Esk'etemc Student by the School administrator.
- 10.3 The Board will direct Schools to take a team approach with Esk'etemc Education representatives when dealing with general disciplinary issues involving Esk'etemc Students.

11.0 CULTURAL AWARENESS & HIRING IN THE SCHOOL DISTRICT

- 11.1 The Board, in cooperation with Esk'etemc, agrees to promote a greater awareness and inclusion of and respect by all School District staff and contractors for Esk'etemc unique language, culture and history through its policies, practices, plans, curriculum and instruction.
- 11.2 As per the BC Tripartite Education Agreement, at least one non-instructional day per year will be focused on enhancing First Nations Students outcomes commencing in the 2019/20 School Year.
- 11.3 The Board will ensure that Esk'etemc has an opportunity to be meaningfully involved, through FNEC, in the School District's recruitment and hiring process for personnel, and in particular those positions that have a significant impact on the First Nation Students, including, First Nations Support Workers, Aboriginal District Principals, Aboriginal Education Coordinators, classroom teachers, principals and vice-principals.

12.0 TRANSPORTATION

- 12.1 In order to access Esk'etemc Transportation Fund, the Parties will identify Esk'etemc Students' transportation needs and jointly develop and submit annually to the tripartite First Nation Student Transportation Committee, a Joint First Nation Student Transportation Plan setting out how the Parties will ensure Esk'etemc Students have reliable and safe transportation services to the relevant School, including contingency measures for unexpected circumstances.
- 12.2 The Board agrees that, once transportation services are implemented pursuant to an approved Joint First Nation Student Transportation Plan with Esk'etemc, the Board will not make changes to those services without written agreement of Esk'etemc.
- 12.3 As per Schedule G of BCTEA, in the event that the Parties determine they need to revise their Joint First Nation Student Transportation Plan, and that the revisions require further funding, they may submit a revised plan to tripartite First Nations Student Transportation Committee.
- 12.4 Where the Parties make amendments to their Joint First Nation Student Transportation Plan, or agree to changes in transportation services, they will ensure that Parents receive notice within a reasonable time in order to respond to any such changes.
- 12.5 The Board agrees that Esk'etemc Students will not be penalized and will be supported in the event of absences or late arrivals due to transportation challenges.

13.0 REPORTING

- 13.1 Periodic reports:
 - a) The Board will provide to Esk'etemc three times each year:
 - i) the number of Esk'etemc Students enrolled in alternate programs, adult dogwood track, Evergreen, secondary courses and ungraded programs;

- ii) a summary of the number and nature of Esk'etemc Students with IEPs placed in Modified or Adapted programs;
 - iii) the number of Early School Leavers and information on supports implemented to prevent early leaving;
 - iv) the number of expulsions of Esk'etemc Students and information on supports implemented to prevent expulsion; and
 - v) attendance, academic performance, and grade to grade transition for all Esk'etemc students
 - vi) total number of student participation and assessment criteria in Secwepemctsin programming at both Columneetza and Williams Lake campus.
- b) The First Nation will provide to the Board three times each year:
- a. An outline of community-based supports and programs for students such as:
 - i. Education supports (e.g. homework clubs, tutoring, etc)
 - ii. Cultural programs (e.g. drumming groups, language experiences, dancing groups, land tours, medicine plant tours, culture camps, etc.)
 - iii. Extra-curricular opportunities (gym nights, canoeing, hikes, etc.)

13.2 Annual Report:

- a) In January of each year, the Board will produce and provide to Esk'etemc an annual report outlining the provision of educational programs to Esk'etemc Students under this Agreement including the content in the Periodic Report, as well as:
 - i) financial reports related to this Agreement, which are prepared by the Board in the regular course of its operation and which include a copy of the audited financial statements;
 - ii) a complete financial report on the Targeted Aboriginal Education Funding, Additional Funding and Special Education Funding, including ELL, which includes:
 - a. the number of staff employed using Targeted Aboriginal Education Funding, Additional Funding and Special Education Funding and designated to work with First Nation Students;
 - b. the proportion of the staff's time spent working directly with Esk'etemc Students; and
 - c. the staff's duties and responsibilities;
 - iii) measures of success of First Nation Students through aggregate results for

achievement including but not limited to the following:

1. attendance rates;
 2. percentage of students who are on track or extending for reading, writing and numeracy in grades 4 and 7 in the Foundations Skills Assessment;
 3. participation rates for the Foundations Skills Assessments;
 4. grade to grade transition rates;
 5. student retention rates;
 6. graduation and six-year graduation rates;
 7. proportion of students awarded a BC School Completion Certificate;
 8. Six-year completion (graduation) rate for students in an Alternate program;
 9. grades 10 to 12 math course participation rates,
 10. data related to assessments required for graduation purposes and other supports for successful transition to post-secondary education;
 11. number of First Nation Students eligible to move on to post-secondary education.
- b) In January of each year, Esk'etemc will provide to the Board, an annual report outlining The success and future goals for community based supports and programs for Esk'etemc Students under this Agreement including the content in the Periodic Reports.
- 13.3 The Board and Esk'etemc will share two Nominal Roll student counts (September 30 & February 28) with the Ministry each School Year.
- 13.4 The Board will share with Esk'etemc its annual report to the Ministry on the spending of all First Nation Student Transportation Funding received and the amount of funding spent, which information should be clearly stated in the Board's audited financial statements for their verification;
- 13.5 Subject to the *Freedom of Information and Protection of Privacy Act*, upon request, the Board will provide Esk'etemc community-specific student data to Esk'etemc to help inform them about their Students' progress, and to inform discussions between Esk'etemc and the Board on supporting those Students.
- 13.6 Esk'etemc may initiate the implementation of any formalized option agreed upon by FNEC and British Columbia, which may include an Information Sharing Protocol between the Board and Esk'etemc, to facilitate the provision and use of available Esk'etemc student-specific data.
- 14.0 COMMUNICATION**
- 14.1 The Parties recognize the need for excellent communication and will establish agreed upon means for the successful and effective implementation of this Agreement, which may include, but not be limited to, quarterly meetings or upon requested by either party and contact through newsletters and other correspondence, as appropriate.
- 14.2 The Parties recognize the need for effective and ongoing communication with Parents in the

support of their child's successful education experience, and the Parties will advise Parents of opportunities for input and involvement in their child's education, such as course selection dates, reporting periods, parent-teacher interviews, application deadlines and procedures for post-secondary education, etc.

- 14.3 The Parties will encourage functions and meetings, such as parent-teacher interviews, to be held in the community.
- 14.4 The parties agree to monthly reports/newsletters to be emailed and posted to the appropriate websites/social media.

15.0 TUITION PAYMENT

- 15.1 For eligible Esk'etemc Students on the Nominal Roll attending Schools operated by the Board on September 30th, and for whom Esk'etemc has received Tuition Funding from Indigenous Services Canada, Esk'etemc will pay to the Board the Tuition Fees amount in accordance with this section 15.0 of this Agreement.
- 15.2 The Board will not charge Esk'etemc a greater amount for Esk'etemc Students attending a School within the School District than the First Nation Student Rate.
- 15.3 For greater certainty, the Parties agree that Esk'etemc is responsible only for Tuition Funding received from Indigenous Services for the Tuition Fees of the First Nation's Students according to the approved First Nations Student Rate and approved Nominal Roll. Unless otherwise agreed, Esk'etemc will not be responsible for paying any amounts for which it does not receive funding from Indigenous Services, or which exceeds the First Nation Student Rate.
- 15.4 The Parties agree the September 30th Nominal Roll enrolment will be verified by:
 - a) Esk'etemc; and
 - b) the Secretary-Treasurer of the Board.
- 15.5 The Parties agree that Tuition Fees payable for each School Year shall be paid by the First Nation to the Board according to the following schedule and based upon the September 30th Nominal Roll figures:

October 15 - based on the previous year's eligible Tuition Fees and Nominal Roll on or before September 30;

December 15 - based on the previous year's eligible Tuition Fees and the current Nominal Roll as verified by the LEA Oversight Team;

April 15 - utilizing the adjustment between the current and previous year's eligible Tuition Fees, based

on the current Nominal Roll as verified by the LEA Oversight Team;

June 15 - the remaining of the current year's eligible Tuition Fees based on the current Nominal Roll.

15.6 In the event of School closure due to unexpected and exceptional circumstances that impact the provision of in-class learning, such as the COVID-19 health pandemic or Labour Dispute, the Board will work collaboratively with Esk'etemc to identify and accommodate Esk'etemc Student continued learning and transportation needs through jointly signed-off continued learning plans for each Esk'etemc Student. If this cannot occur, the Tuition Fees will be equitably adjusted by the agreement of the Parties and returned to Esk'etemc for the benefit of Esk'etemc students in the same manner as occurs with the Ministry of Education.

15.7 The Parties agree that Tuition Fees under this Agreement will be paid in installments as set out in section 15.5 herein, except where:

- a) an Esk'etemc Student has withdrawn from school during the month ending one month before the payment due date; or
- b) an Esk'etemc Student has transferred to a First Nation School or a BC Independent School during the month ending one month before the payment due date,

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

15.8 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).

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

- a) Esk'etemc will notify the Board of the delay in receiving ISC funding; and
- b) the Board will not charge interest to Esk'etemc on any amount that is outstanding due to Indigenous Services' late provision of funding.

16.0 IMPLEMENTATION, MONITORING, REVIEW: LEA OVERSIGHT TEAM

16.1 The Parties hereby establish a joint LEA Oversight Team responsible for overseeing the implementation of this Agreement, with representation from Esk'etemc, the board, and each school at which an Esk'etemc Student attends.

- 16.2 The Parties agree to jointly develop terms of reference for the LEA Oversight Team within 20 working days of the signing of this Agreement, which will become a Schedule to this Agreement, and which will include:
- a) the membership of the LEA Oversight Team. (At minimum, Esk'etemc Community Education Team, SD27 District Principal First Nations Education, SD27 Senior Manager (Director of Instruction or Assistant Superintendent) responsible for First Nations Education);
 - b) the roles and responsibilities of the LEA Oversight Team (e.g. managing the implementation of this Agreement, including delegating tasks as appropriate);
 - c) a requirement that the LEA Oversight Team develop and finalize an LEA implementation plan for approval by the Parties within a specified timeframe and which, upon approval, will be appended to this Agreement;
 - d) the relationship of the LEA Oversight Team with the Aboriginal Education Council.
 - e) Schedule monthly student support meetings in Esk'etemc, including the Oversight Team and school administration/Learning Support Team from SD 27 schools including, but not limited to, Columneetza, Lake City, GROW, and Skyline when appropriate. Families and students from Esk'etemc will be invited as well, as appropriate. The meeting intent is to aid in student transitions, IEP planning, student data and further student support for academic success.

17.0 DISPUTE RESOLUTION

- 17.1 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.
- 17.2 Where there is a dispute between the Parties, the Parties agree they will attempt to use any and all face-to-face means to resolve the dispute at the point closest to which the dispute first arises before referring the dispute to senior level representatives.
- 17.3 The Parties agree to endeavour to resolve issues or disputes that may arise about this Agreement, or its implementation, in a manner that fosters an improved, ongoing and respectful relationship between the Board and Esk'etemc.

18.0 TERM & AMENDMENT

- 18.1 The term of this Agreement will be five (5) years, beginning July 1, 2021 and ending June 30, 2026, unless the Parties agree, in writing, to:
- a) terminate the Agreement; or

b) renew the Agreement, with or without amendments.

18.2 Each Party may suggest improvements and amendments to this Agreement and both Parties agree to discuss such suggestions in good faith with a view to better achieving the purposes of this Agreement.

19.0 NOTICES

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

If to the First Nation:
Frieda Belleau- Community Education Coordinator
Esk'etemc
PO Box 157
Alkali Lake, BC
VOL 1B0

If to the Board:
The Secretary-Treasurer
School District No. 27
350 North 2nd Ave
Williams, Lake, BC
V2G 1Z9

20.0 GENERAL

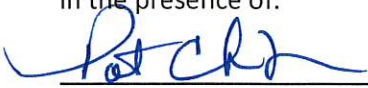
- 20.1 This Agreement will be governed by, and construed in accordance with, the laws in force in the Province of British Columbia.
- 20.2 This Agreement will be to the benefit of, and binding upon, the Parties hereto and their respective successors and assigns.
- 20.3 This Agreement supersedes any and all previous local education agreements between the Parties.
- 20.4 The Parties acknowledge that:
- a) nothing in this Agreement, or in the negotiation of this Agreement, or in any prior document leading to this Agreement, in any way defines or amends, recognizes, affirms, or denies the existence of, or in any way limits Aboriginal or treaty rights of Esk'etemc; and
 - b) this Agreement is without prejudice to the rights of the Parties and Esk'etemc with respect to such matters.

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

SIGNED on behalf of Esk'etenc by its duly authorized Officers


Chief Fred Robbins

in the presence of:


Managing Director – Patricia Chelsea

SIGNED on behalf of the BOARD OF EDUCATION

Witness

Chairperson – Board of Trustees

Secretary Treasurer SD #27

APPENDIX A: DEFINITIONS

1.0 DEFINITIONS

The following definitions apply to the Agreement:

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

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

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

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

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

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

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

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

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

"Early School Leavers" means:

- any First Nation Student leaving school prior to the completion of Grade 12, including students who are expelled; or
- a student who has 15 unexcused absences in a month, has missed 75% in any school month, or has missed 40% of a term or semester;

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

"Evergreen (School Completion) Certificate" is a school leaving certificate intended to celebrate success in learning that is not recognized in a Certificate of Graduation (Dogwood Diploma). It is used to recognize the accomplishments of students with special needs and an Individual Education Plan, who have met the goals of their education program, other than graduation (and not all students with special needs should be in an Evergreen Certificate Program.) The Evergreen Certificate is not a graduation credential; students who receive an Evergreen have not graduated. The Evergreen represents the completion of personal learning goals but does not represent graduation.

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

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

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

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

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

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

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

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

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

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

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

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

“Modifications” means instructional and assessment-related decisions made to accommodate a student’s educational needs that consist of individualized learning goals and outcomes which are different than learning outcomes of a course or subject. Modifications should be considered for those students whose special needs are such that they are unable to access the curriculum (i.e., students with limited awareness of their surroundings, students with fragile mental/physical health, students medically and cognitively/multiply challenged.)

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

“Operating Grants Manual” means the provincial manual, as amended from time to time, that sets out the provincial funding formula that comprises a student basic allocation plus supplementary grants to determine school district allocations.

“Ordinarily resident on-reserve” means that the student usually lives at a civic address on reserve, is a child in joint custody who lives on reserve most of the time, or is staying on reserve and has no usual home elsewhere. Students continue to be considered ordinarily resident on reserve if they return to live on reserve with their parents, guardians or maintainers during the year, even if they live elsewhere while attending school or working at a summer job. (In this context, reserves are deemed to include all land set aside by the federal government for the use and occupancy of an Indian band, along with all other Crown lands which are recognized by Canada as settlement lands of the Indian band of which the student is a resident.

“Parent” means, in respect of a student:

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

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

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

“School District” or “District” means the area constituted under the *School Act* as School District # ____.

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

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

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

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

"Vulnerable Student" means a student who has been identified as finding learning more challenging based on the following factors: not meeting learning outcomes, significant absence from school, not transitioning to the next grade, failing courses, behaviour issues, under suspension, not at grade level and/or is a child in care.

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