

Local Education Agreement



Tsq̓esceñ First Nation



School District #27
(Cariboo-Chilcotin)

Between:

Tsq̓esceñ First Nation

And:

The Board of Education
School District No. 27 (Cariboo-Chilcotin)

Effective Date:

July 1, 2023 – June 30, 2026

THIS AGREEMENT made and entered into this 1 day of February shall be effective from the 1st day of July, 2023 – 30th day of June 2026.

BETWEEN:

THE TSQÉSCENĪ FIRST NATION

(hereinafter called the “Band”)

AND

THE BOARD OF EDUCATION OF

SCHOOL DISTRICT NO. 27, (CARIBOO – CHILCOTIN)

(hereinafter called the “Board”)

(together, the “Parties”)

Value Statement

- A. The Band and the Board agree on the philosophy of “making a difference by working together”. The Local Education Agreement will be developed and implemented based on the values of mutual respect, consensus building, and maintaining a focus on the goal of academic and personal success for Nominal Roll Students.
- B. The Band as part of the Secwépemc Nation within the traditional Secwepemcúlecw, pursuant to its inherent jurisdiction over educational matters, has the authority and responsibility for the education of its members and desires to ensure its Tsqésceñ First Nation (“TFN”) Students have access to and receive quality education that is respectful and reflective of their unique culture and history.
- C. The Band belongs to the Secwépemc Nation within the traditional Secwepemcúlecw, with a language and culture that is to be respected, which pursuant to its inherent jurisdiction over education and training has the authority and responsibility for the education of its members.
- D. The Parties recognize that the signing of this Local Education Agreement 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”), in particular to:
 - a. Article 2: Indigenous peoples and individuals are free and equal to all other peoples and individuals and have the right to be free from any kind of discrimination, in the exercise of their rights, in particular that based on their indigenous origin or identity.
 - b. Article 14: respecting education that provides:

- i. 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.
 - ii. Indigenous individuals, particularly children, have the right to all levels and forms of education of the State without discrimination.
 - iii. States shall, in conjunction with Indigenous peoples, take effective measures, in order for Indigenous individuals, particularly children, including those living outside their communities, to have access, when possible, to an education in their own culture and provided in their own language.
 - c. Article 21 (1): Indigenous peoples have the right, without discrimination, to the improvement of their economic and social conditions, including, inter alia, in the areas of education, employment, vocational training and retraining, housing, sanitation, health and social security.
- E. The Parties recognize that the signing of this Local Education Agreement (“LEA”) is a step consistent with the Province of British Columbia's commitment to adopting and implementing 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.
- F. The Band has the authority to enter into an education agreement with the Board with respect to the education of TFN Students.
- G. The Board has the authority under section 86 (3) of the *School Act* to enter into agreements with respect to the education of First Nations children as defined in the *School Act* with the Council of a Band as defined in the *Indian Act*. The Parties further recognize that an LEA will provide the Band with greater participation in and control of the Band's education as contemplated by section 86(3)(a) of the *School Act* of British Columbia.
- H. The *School Act* provides that:
 - a. 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 their strength and contributions to the health and stability of society; and
 - b. it is the goal of a democratic society to ensure 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.
- I. The Parties recognize that the Board is the legislated authority relating to the governance and operation of the public schools, school personnel, and students.

- J. The Parties wish to provide educational Programs for TFN Students resident within the School District which are appropriate to their Secwépemc culture and a continuing source of pride for the Band and the School District.
- K. The Parties intend to provide Educational Programs and other educational services for Nominal Roll Students resident within the School District which are appropriate to their cultural and linguistic heritage and a continuing source of satisfaction and pride for the Band and for the School District, such Educational Programs to be funded by Indigenous Services Canada ("ISC") to the Band, and provided from the Band to the Board as the Tuition Fees;
- L. The Parties share a mutual commitment to ensure that all Nominal Roll Students who are interested and capable of attending post-secondary educational institutions are placed appropriately into academic programs.
- M. The Parties agree that the principals, teachers and support staff of public Schools have a central and important role to play in the provision of quality education Programs and services for TFN Students and in the implementation and effectiveness of this Agreement.
- N. The Parties intend to provide employees of the Board the appropriate cultural and linguistic heritage training deemed essential in creating an environment of tolerance, understanding and respect of all cultures and beliefs.

THEREFORE the Parties agree to as follows:

1.0 Definitions

1.1 For the purpose of this Agreement, the Parties agree that the following definitions shall apply:

"Aboriginal" refers to individuals of Aboriginal ancestry who are status, non-status, Métis, or Inuit.

"Aboriginal Education Enhancement Agreement" a working agreement between a school district, all local Aboriginal communities, and the Ministry of Education designed to enhance the educational achievement of Aboriginal communities and school districts that involves shared decision-making and specific goal setting to meet the educational needs of Aboriginal students.

"Aboriginal Education Programs and Services" means culturally appropriate educational programs and services to support the success of Aboriginal students or Aboriginal programs and services that integrate academic achievement and Aboriginal culture or language or both, including Secwépemc language, history and culture programs.

"Adapted Program" means an educational program that maintains the learning outcomes of the prescribed curriculum but is adapted in accordance with the Ministry of Education's policy, titled "A Manual of Policies, Procedures and Guidelines (March 2011)", as may be amended from time to time.

"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.

“Band” means the Tsq̓ésceñ First Nation as defined in the *Indian Act (Canada)* as represented by its Chief and Council.

“Band Council” means the Chief and Council of the Tsq̓ésceñ First Nation.

“Band School” refers to Eliza Archie Memorial School which is independently operated by the Band and located on Canim Lake IR#1.

“Board” means the board of school trustees constituted under the *School Act* for School District No. 27 (Cariboo – Chilcotin).

“Board Policy and Administrative Procedures” means policy and procedure documents maintained and updated by the Board, from time to time.

“Child, Family and Community Service Act” means the Child, Family and Community Service Act, RSBC 1996, c 46.

“Children in Care” 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 Service Act), or a Director of Adoption (a person designated by the Minister under the Adoption Act as a Director of Adoption).

“TFN Student: means a student who is a member of the Tsq̓ésceñ First Nation, has Indian-Status as defined by the *Indian Act*, who is ordinarily resident on a Reserve and is eligible to be on the Nominal Roll.

“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 168 (2) (b).

“Early School Leaver” refers to any First Nation Student leaving a school operated by the Board prior to the completion of the school year:

- emergency management, pandemic, or natural disaster;
- leaving school prior to the completion of Grade 12, including students who are expelled;
- where the Early Leaver Prevention Plan has been unsuccessful, and the student has no IEP.

“Educational Program” means an organized set of learning activities that, in the opinion of the Band and the Board, is designed to enable Nominal Roll Students to develop their individual potential and acquire the knowledge, skills, and attitudes needed to achieve a quality academic and culturally relevant education, including an educational program defined by the *School Act*.

“Effective Date” is as defined on page 1.

“Elders” means an individual designated by the Band as an Elder.

“First Nation Education Committee” means the First Nation Education Committee, which has

the mandate to meet with and advise the Board of Education, Superintendent and/or District Staff in the First Nation Education Department to ensure that students of First Nation ancestry have an opportunity to gain an education that meets their academic needs while respecting and enhancing their culture and heritage as First Nation people. Where this Agreement calls for FNEC representation it refers to a FNEC representative from a First Nations community or alternate, that is designated by Band Council Resolution.

“First Nations Student” means a student who is of First Nations origin who has Status as defined by the *Indian Act* and who resides on reserve land of a First Nation and who is enrolled in a school operated by the Board.

“First Nation Support Worker” means a person hired to provide support services for First Nations students, such as Aboriginal Education Programs and Services.

“Full Time Equivalent (FTE) First Nation Student” means a student who is: of school age as defined in the *School Act* – students in Kindergarten (full-day program) Grade One through Twelve. Students who are 19 years of age or younger and who have not graduated are considered full-time equivalent student.

“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.

“Indian Act” means the *Indian Act*, RSC 1985, c I-5.

“Indigenous Services Canada (ISC)” means the federal department of Indigenous Services Canada, formerly Indigenous and Northern Affairs Canada.

“Informed Consent” refers to the provision of approval or assent, particularly and especially after thoughtful consideration, after receiving all relevant information. In the context of assessment and placement and education referrals, Informed Consent requires that the parent or guardian be:

a. informed and fully understands:

- 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,

b. provided with:

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

“**LEA**” means this Local Education Agreement (the “Agreement”).

“**LEA Working Group**” means a working group charged with implementing the LEA consisting of Band Education Staff and employees of the District.

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

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

“**Nominal Roll**” means the annual census of Status Indian or non-Status Indian students living on-reserve and registered in an Educational Program as of September 30th of a school year.

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

“**Professional**” means an individual licensed, certified or registered to practice an occupation governed by a regulatory body in Canada.

“**Programs**” means any programs that are established under the *School Act* that are offered to students in attendance during the term of this Agreement.

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

“**School Based Team**” means a 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 resources for students with special needs within the school, as set out in the British Columbia, Ministry of Education, *Special Education Services: A Manual of Policies, Procedures and Guidelines (February 2011)*.

“**School Completion Certificate**” or “**Evergreen Certificate**” means the British Columbia School Completion Certificate granted by the Ministry, a School Completion Certificate is awarded to a student who has successfully completed the goals and objectives contained in his or her Individual Education Plan, 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).

“**School District**” means the area constituted under the *School Act* as School District No. 27 (Cariboo – Chilcotin).

“**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 (February 2011)*, as amended from time to time.

“**Student**” means a person enrolled in an educational program with the School District who is less than 19 years of age as of July 1st of the current calendar year.

“Secwepemcúlecw” means the traditional territory of the Secwépemc Nation.

“Secwepemctsín” means the Secwépémc language.

“Student Record File” The Ministry of Education requires that a Student Record File, be established and maintained for each student enrolled in school. The Student Record File contains copies of the current records used in the planning and administration of the student’s education program.

“Superintendent” means the superintendent of the School District.

“Targeted Aboriginal Education Funding” means the funding provided by the Ministry of Education for Aboriginal education programs that include academic, cultural and linguistic support, that is additional to the tuition funding, providing programs and services that are over and above the funding that non-Aboriginal students are eligible to receive. These funds come directly to the School District. The First Nations Education Committee develops a budget from the targeted funding and advises the Board of Education and Aboriginal community representatives on the administration of the budget.

“Tuition Fees” means the money paid by the Band to the Board for the education of Nominal Roll Students attending District Schools, such fees representing 100% of the Band Grant based on students’ names and confirmed FTE status.

“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, behavior issues, under suspension, not at grade level and/or is a child in care.

1.1 In this Agreement:

- a) if a word or phrase is defined, then its other grammatical forms will have a corresponding meaning, the singular includes the plural and conversely, and a reference to a gender includes all genders;
- b) the words “include”, “includes” and “including” are to be read as if followed by “without limitation”;
- c) a reference to “\$” is to the currency of Canada; and
- d) headings are for convenience only and do not form part of this Agreement or affect its interpretation;

2.0 Purpose

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

- a) Confirm the mutual commitment of the Parties, and acknowledge the important role of Schools, to:

- i) maintain a positive, effective, collaborative and constructive relationship to improve the educational outcomes of TFN Students; and
 - ii) achieve high levels of TFN Student success, graduation, and transition to post-secondary education and training or employment;
- b) Set out the roles and responsibilities of the Band, the Board, and Schools to meet the purposes and objectives of this Agreement;
 - c) Provide for the payment of Tuition Funding from the Band for the provision of education services from the Board for TFN Students; and
 - d) Serve as a core shared accountability mechanism for both the Band and the Board regarding the education of TFN Students in the School District.

3.0 Guiding Principles

The Parties will be guided by the following principles:

Parental Choice

- a) Parents have the right to decide where their children will be enrolled to receive the benefit of an Education Program, within district policy and processes, and when required, to identify an advocate to work with the School on behalf of their child.

Bands' Central Role in First Nations Education

First Nation 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.

- b) First Nation 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.
- c) First Nations have control of, and decision-making responsibility for, First Nations education.
- d) First Nations have a central role in the education of their students, regardless of where they attend school.
- e) The Parties will use the First Nations Student Waiver Form as a mechanism to obtain parent or legal guardian consent, as needed.

First Nation Students Access to Quality Education

- f) TFN Students must have access to educational opportunities that:

- i. ensure that they are confident in their self-identity, their families, their community, sense of belonging and Secwépemc culture, world views, values and traditions;
 - 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.
- g) TFN Students have a right to feel safe at school, including safety from racism, indifference, bias, marginalization, bullying, harassment and stereotyping.

Collaboration in First Nation Education

- h) First Nations education 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 educational outcomes.
- i) Local Education Agreements are an important mechanism to facilitate relationship-building between First Nations and School Districts, from negotiation through to ongoing implementation.
- j) Local Education Agreements serve as a core shared accountability mechanism for both First Nations and Boards of Education regarding First Nations education in the BC Public Schools.

Curriculum

- k) The Parties have a shared interest and priority in supporting excellence in First Nations education, including supporting TFN 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.
- l) Curriculum, materials and resources must meaningfully reflect the First Nations' culture, values, language and traditions, as approved and determined by the First Nation.
- m) 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.

Commitment to Reconciliation

- n) The gap in educational outcomes between TFN 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.

- o) 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 *United Nations Declaration on the Rights of Indigenous Peoples*.
 - p) The principles set by the *United Nations Declaration on the Rights of Indigenous Peoples* apply to First Nations education.
 - q) The TRC's *Calls to Action* set out a framework for reconciliation, including with respect to First Nations education, that must inform the relationships and collaboration between First Nations, the Province and boards of education.
- 3.1 Subject to the provisions of Section 86 (3) of the *School Act* of British Columbia, Section 35 of the *Canadian Constitution*, and Bill C15 the *United Nations Declaration on the Rights of Indigenous Peoples*, the *B.C. Tripartite Education Agreement (2018)*, Bill C92 *An Act respecting First Nations, Inuit and Métis children, youth and families*, and any other federal or provincial legislation recognizing First Nations jurisdiction over education, the Band and the Board through this Agreement, will:
- a) affirm the rights of Tsq̓ésceḥ First Nation;
 - b) create a framework to support the inherent rights of the Tsq̓ésceḥ First Nation, including the rights to self-determination, protecting laws, lands and territories, cultures and languages; and
 - c) create social and economic equality through the advancement of education.
- 3.2 The Band and the Board affirm that Nominal Roll Students have an inherent, Indigenous right to education that reflects, respects and complements Secwépemc culture and language.
- 3.3 The Band and the Board affirm the right of the Band to exert jurisdiction on the relevance and quality of education desired for Nominal Roll Students.
- 3.4 The Band and the Board support the British Columbia Ministry of Education's recognition that the success of First Nations Students is a major priority.
- 3.5 The Band and the Board agree that maximum educational opportunities and benefits for Nominal Roll Students can be best achieved through regular and ongoing consultation and agreements between the Band and the Board.
- 3.6 The Band and the Board agree that the linguistic and cultural differences that exist between First Nations Students and non-First Nations students may require enhanced curriculum, support bridging, and understanding to enable Nominal Roll Students to succeed in a District School.
- 3.7 The Band and the Board want to ensure that the Board's policies and curriculum, wherever possible, reflect Secwépemc world views, values, laws and traditions.

- 3.8 The Band and the Board agree that a key objective of this Agreement is to build a positive, effective, collaborative and constructive relationship to improve and support Nominal Roll Students' sense of belonging, educational outcomes and to achieve high levels of Nominal Roll Student success, graduation and transition to post-secondary education and training.
- 3.9 The Band and the Board agree that:
- a) the scope of this Agreement is limited to providing support and services for Nominal Roll Students;
 - b) to the extent the Board and the Band, each acting reasonably, have agreed upon a priority order of the Board's obligations under this Agreement, the Board will not be in default of its obligations under this Agreement to the extent that its obligations are performed in accordance with the agreed priority order;
 - c) the Board shall take all reasonable steps, in cooperation with the Band, to acquire Additional Funding from external sources required or useful for the purpose of fulfilling the spirit and purpose of this Agreement; and

4.0 Statement of Shared Intent

During the term of this Agreement, the Band and the Board intend to work together to achieve the following objectives:

- 4.1 To work diligently to assess the educational needs of Nominal Roll Students with their families and arrange the delivery of services that will meet these needs.
- 4.2 To enhance and affirm a strong identity, pride in heritage and healthy self-esteem in Nominal Roll Students.
- 4.3 To prioritize Secwepemctsin and Secwépemc history and culture within Educational Programs.
- 4.4 To work together to develop policies, programs and protocols promoting awareness and respect among School Staff of Secwépemc culture, language and history and integrate Secwépemc cultural values and information about the Secwépemc wherever possible.
- 4.5 To facilitate and increase the percentage of Nominal Roll Students who upon graduation demonstrate academic skills and self-sufficiency and responsibility such that they are able to gain immediate employment or gain successful entrance into post-secondary institutions.
- 4.6 To ensure that the Band has active participation in the Board's hiring process for teaching and support positions which have a major impact on Nominal Roll Students.
- 4.7 To actively involve and collaborate with the Band, Elders, and other First Nations resource people in District Schools.

- 4.8 To cooperate with the government agencies or institutions in the ongoing professional development of Secwépemc education personnel in District Schools and Band Schools.
- 4.9 To work together with other educational stakeholder groups within the School District, including parents, teachers, administrators, and support staff, to enhance educational opportunities and promote success for Nominal Roll Students.
- 4.10 Support the Band's meaningful participation in the First Nations Education Committee as per the First Nations Education Committee Terms of Reference.
- 4.11 To develop and implement specific performance targets for monitoring and reducing the over-representation of Nominal Roll Students in Alternate Education Programs.
- 4.12 To work together to increase the number of Nominal Roll Students taking academic courses so that every capable Nominal Roll Student is placed in an Educational Program that leads to Dogwood graduation and a full range of post-secondary opportunities, such as training, post-secondary education, and employment.

5.0 The Board's Obligations

Access to Quality Educational Opportunities

- 5.1 The Board agrees to enroll and assist in providing the highest quality academic programs appropriate to each individual Nominal Roll Student in accordance with the *School Act* and Regulations and orders thereunder, and culturally relevant programs in accordance with the terms of this Agreement.
- 5.2 The Board agrees to provide equal access and opportunity to quality education appropriate to each individual Nominal Roll Student in a manner consistent with Board practices for all students enrolled in Educational Programs.
- 5.3 The Board agrees to ensure capable TFN Students are placed in an educational program that leads to Academic Dogwood Diploma Graduation eligibility and a full range of opportunities, such as training, post-secondary education and employment, and that the intentional or unintentional streaming or marginalization of TFN Students (e.g. to ungraded sources) will not be tolerated.
- 5.4 The funding for the Board's fulfillment of its obligations under this Agreement is provided by the Tuition Fees, the Board shall use the Tuition Fees for the sole purpose of fulfilling its obligations under this Agreement.
- 5.5 The Board shall take all reasonable steps to ensure that it is able to fulfill its obligations under this Agreement using the Tuition fees, provided that if despite taking all reasonable steps it is unable to fund the performance of its obligations under this Agreement, then the Board will notify the Band and will discuss with the Band, a priority order in which the Board obligations under this Agreement are to be fulfilled in order to fulfill the spirit and purpose of this Agreement.

- 5.6 for certainty, all Nominal Roll Students shall continue to have full and equal access to any benefits, financial support, or waivers of fees that are generally available to students within the School District in accordance with Board policies.

First Nations Support Staff and Collaboration

- 5.7 The Board agrees to increase the number of staff of Aboriginal ancestry with priority given to qualified Secwépemc persons working with Nominal Roll Students.
- 5.8 The Band agrees to assist the Board, as requested, to provide training associated with the delivery of Educational Programs to Nominal Roll Students.
- 5.9 The Board agrees to consult and collaborate with the Band, through the First Nations Education Committee, in the planning for the expenditure of any Targeted Funding provided by the Province and/or the Federal Government to the Board relating to Aboriginal students for Aboriginal Education Programs and Services. The Board and the Band will work collaboratively with the First Nations Education Committee to address all aspects of Aboriginal Education within School District No. 27 in accordance with the FNEC's Terms of Reference.

Consultation and Planning

- 5.10 The Board agrees to engage and involve the Band in the development of the Board's Framework for Enhancing Student Learning through direct consultation with the Band and the First Nation Education Committee.
- 5.11 The Board agrees to provide, by June 30 of each year, notice to the Band of planned changes in student grade placements or timetable systems planned by the Board for the September school opening and by March 31 any planned changes in instructional offerings for Nominal Roll Students, subject to waiver form process.
- 5.12 The Board agrees to provide notification of non-instructional days to the Band as soon as these dates are known.
- 5.13 Based on the premise that the Board is responsible for meeting the educational programming and support needs of all Nominal Roll Students enrolled in District Schools during the School Year, should a student be suspended, be expelled from school, or choose an alternate education program and should that student wish to continue with an Educational Program with the district, whether it be correspondence/distance education or tutoring/tutorial support or other appropriate educational activity, the Board agrees to collaborate with the Band to provide programs and services that support students in accordance with the *School Act*.
- 5.14 The Board and the Band will seek to ensure that, wherever necessary, additional educational and financial arrangements are made to meet the needs of all Nominal Roll Students whether they are enrolled in a District School, Alternate School, or Distance Learning. If additional authorization is required, the matter will be referred to the Superintendent's office and the education managers of the Band. The Parties will continue to have joint responsibility to keep Nominal Roll Students and Parents informed of intentions and decisions at all times.

- 5.15 The Board agrees to distribute copies of this Agreement to the Principals/Administrators of District Schools and other relevant School Staff and to review the terms of this Agreement on an ongoing basis throughout the School Year.
- 5.16 The Board will work with the Band to continuously develop innovative strategies to keep Nominal Roll Students in school and maintain the Attendance Protocol.
- 5.17 The Board agrees that acknowledging the traditional Secwepemcúlecw is a way of honoring and showing respect for the Secwépemc who have been living and working on this land from time immemorial. Acknowledging the territory will be performed at any School District function including, but not limited to meetings, school assemblies, awards nights, and graduation ceremonies.

6.0 Band's Obligations

Leadership and Advocacy

- 6.1 The Band will work with the Board to continue to develop and foster a good working relationship based on mutual respect, to create an understanding of the Band's expectations regarding the education of their students.
- 6.2 The Band will appoint by Band Council Resolution a representative and/or alternate to be the voting member on the First Nations Education Committee.
- 6.3 The Band's Education Department will provide open communication with the Board and School Staff regarding student support, soliciting family support, and any other topics related to educating Nominal Roll Students.
- 6.4 The Band's Education Department agrees to include agenda items raised by the Board at duly convened Chief and Council meetings.

Band Commitments

- 6.5 Consistent with purposes, principles, and objectives of this Agreement, the Band agrees to:
 - a) Promote the active participation and involvement of Parents, Elders, cultural resource people, and other members of the Band in the education of their children, both curricular and extra-curricular;
 - b) Keep themselves informed of programs and practices of the public-school system and, as needed and when resources permit, provide extra tutoring for Nominal Roll Students;
 - c) Promote the acquisition of cultural skills and knowledge by TFN Students through the development and implementation of suitable strategies, i.e. promoting First Nations participation in cultural activities such as the National Indigenous Peoples Day, World

Indigenous Day celebrations, local fishing or hunting camps and indigenous art sessions, etc.;

- d) Work with Parents to encourage good TFN Student attendance and retention records throughout the School Year; and
- e) Pay Tuition Fees to the Board in accordance with this Agreement.

7.0 Curriculum Development and Delivery

- 7.1 The Parties agree that curriculum, materials and resources must meaningfully reflect the Bands' culture, values, language and traditions.
- 7.2 The Parties agree that 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.
- 7.3 The Parties agree to work together to include and promote the offering of and enrollment in Secwepemctsin courses and Secwépemc history and culture courses in line with the Minister's mandate to develop new First Nations history curriculum, develop full-course offerings in First Nations languages and to implement the educational Calls to Action from the TRC, which includes taking the necessary steps for program development, teacher training, professional development, and appropriate consultation with Secwépemc communities and language learning experts.
- 7.4 The Parties agree to work together to include and promote Secwépemc curriculum, materials and resources, available to all students, that promote an understanding of and appreciation for Secwepemctsin and Secwépemc history and culture and of First Nations people in British Columbia.
- 7.5 The Parties agree to work together to provide necessary resources, personnel and/or release time to:
 - a) Assist in the development of culturally appropriate curriculum;
 - b) Purchase and/or develop curriculum resource materials for First Nations studies and other programs with First Nations content; and
 - c) Provide staff cross-cultural awareness training.
- 7.6 The Parties agree that Secwepemctsin will be offered in District Schools subject to collective agreement and availability of suitable candidates. Secwepemctsin instruction will be delivered by an intermediate Secwépemc speaker who can read and write in Secwepemctsin, subject to the Board's ability, acting in good faith and using best efforts, to negotiate employment terms that are on par with those offered to other language professionals employed by the District.

7.7 The Board agrees to meaningfully consult and collaborate with the Band to ensure that the Secwepemctsin curriculum is developmentally and culturally appropriate for Nominal Roll Students.

8.0 Educational Resources

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

- a) Introduce more Secwépemc culturally relevant educational resources and activities in all subject areas for all students, such as through Board 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 curriculum respecting the history and legacy of residential schools.

8.2 The Parties will, with the Band providing leadership and direction, work together to address the history and legacy of the residential school system through the development and implementation of curriculum, materials and resources, and through professional development opportunities, in a sensitive and culturally appropriate manner.

8.3 With regard to intellectual property rights of the Band, the Parties acknowledge the principles of OCAP and Article 31 of the *United Nations Declaration on the Rights of Indigenous Peoples*:

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.

8.4 Consistent with OCAP Principles and Article 31 of *UNDRIP*, the Parties agree that:

- a) The Band retains any intellectual property and copyrights of any curriculum content developed in collaboration or cooperation with them regarding the Secwepemctsin language, cultural heritage, traditional knowledge and traditional cultural expressions;
- b) The use of such information is intended to be for instructional purposes only at a local level and for the School District's staff's professional development purposes;
- c) Traditional Knowledge developed jointly by the Band and the Board, cannot be used

outside the School District without prior written approval by both parties;

- d) They will continue to improve and develop local curricula in Secwépemc studies, literature, history, social studies, science, fine arts and culture and to introduce culturally relevant material and activities in appropriate subject areas for students; and
- e) Any other proposed or intended use requires written consent from the Band.

8.5 Allow for Eliza Archie School teachers to access the District Indigenous learning resource collection subject to availability and costs associated with consumable materials.

9.0 Student Records

- 9.1 The terms of this Agreement, including Section 9 are subject to compliance with the British Columbia *Freedom of Information and Protection of Privacy Act*.
- 9.2 The Band and the Board recognize and support the authority of Parents to permit the release of Student Records to the Band.
- 9.3 Upon receiving written consent in approved form from a Parent of a Nominal Roll Student, the Board, at the request of to the Education Administrator or Designate, will release the Student Records to the Education Administrator or designate.
- 9.4 The Band and the Board acknowledge and agree that a Parent who has provided a consent under Section 9.3 may at any time withdraw that consent and if such consent is withdrawn the Board is under no obligation to share the Student Records with the Education Administrator or member of the Band Education Staff designated by the Education Administrator.

10.0 Assessment and Placement

- 10.1 The Parties recognize the importance of ensuring that Nominal Roll Students are placed in the most academically rigorous program that will best meet their learning needs. The Board will monitor the progress of Nominal Roll Students and ensure that they are placed in academically appropriate programs.
- 10.2 The Parties will work together to identify Nominal Roll Students who may require special accommodations or adapted conditions for Provincial Assessments, recognizing that early identification and intervention is necessary to promote Nominal Roll Student success.
- 10.3 Where necessary, the Board will ensure that adequate services are provided to Nominal Roll Students with special needs, gifted learners and Vulnerable Students who have been identified through an appropriate and transparent assessment process. The Band and the School District will encourage parental involvement in Individual Education Plans

(IEPs) for children with special needs. The Board will implement a Learning Plan for every student identified as a Vulnerable Student in collaboration with the Band.

- 10.4 The Board will collaborate with Band Education Staff to deliver public information sessions regarding IEPs and SPs at an on-reserve location as required, and as agreed upon by both the Band and the District.
- 10.5 The Board agrees that IEPs and SPs are not intended to be indefinite, and the Board will take all reasonable steps to ensure that IEPs and SPs are reviewed and revisited bi-annually and revised in collaboration with the Nominal Roll Student and their Parent.
- 10.6 Placement of Nominal Roll Students requiring assessments will occur only after the following steps have been completed:
 - a) **Informed Consent:** The Nominal Roll Student's Parent has provided their Informed Consent in writing prior to an assessment and/or program placement or any timetable changes or new timetables that could result from an assessment;
 - b) **Participation of Band:** The Band has obtained the Parent's Informed Consent to receive information about the Nominal Roll Student assessment and placement (although this shall not be required if the Parent chooses to pursue the assessment without Band involvement);
 - c) **Collaborative Planning:** Collaboration and planning among the Education Manager, the Manager's Designate and School Staff regarding IEPs and other student supports.
 - d) **Academic Counselling:** The Board, through its District Schools, agrees to provide accurate and comprehensive career and academic counselling and advising to Nominal Roll Students to enhance success potential of students in post-secondary programs;
 - e) **Career Counselling:** The Board in conjunction with the Education Manager or the Manager's Designate, will provide assistance to Nominal Roll Students, regarding career counselling and meeting the Provincial academic requirements and standards.

Service Planning:

- 10.7 Where appropriate and in the best interests of the Student, an SP will be developed for a Nominal Roll Student as follows:
 - a) School Staff will work together with the Education Manager or the Manager's Designate to identify a Vulnerable Student's individual learning needs, along with necessary learning supports and interventions to be provided by School Staff;
 - b) School Staff will work together with the Education Manager or the Manager's Designate to develop and implement an Adapted Program; and
 - c) The Education Manager or member(s) of the Band Education Staff designated by the Education Manager will intervene in the home or in the community, as appropriate.

Course Selections:

- 10.8 Nominal Roll Students will be given the same opportunities as other students to make course selections that meet or exceed their academic needs, including notification to, and the involvement of, the Student's Parent(s).
- 10.9 The Band School will provide the relevant School Staff with copies of assessments of Nominal Roll Students transferring to District Schools.
- 10.10 The Band School will adhere to its internal process in regards to forwarding Nominal Roll Student assessments and records, in a timely manner.
- 10.11 The Parties will collaborate to continue to provide educational services to the extent practicable to any Early School Leaver.

11.0 Discipline & Safety

- 11.1 The Board will direct District Schools to take a team approach with the Band's Education representatives when dealing with general disciplinary issues involving TFN Students.
- 11.2 The Parties will employ a team approach when dealing with disciplinary issues involving Students subject to this Agreement.
- 11.3 With the written consent of a TFN Student's Parent, the District School will promptly notify the Band Education Senior Manager of any disciplinary action and/or potential escalation of disciplinary action in relation to a TFN Student. The District School will provide a copy of all correspondence related to the discipline of a TFN Student by the School Administrator to the Education Manager.
- 11.4 A Parent and the Education Manager will be promptly notified of any concerns that the District School has regarding the behavior and academic performance of a Student.
- 11.5 The Band and the Administrator of the School attended by TFN Student shall meet annually to discuss school discipline policies and procedures. Meetings will be arranged between the Education Manager and the Administrator(s).
- 11.6 With the Parents' permission, the Band's Education Senior Manager, shall be promptly notified upon the threatened suspension, suspension, or expulsion, of a TFN Student from a District School.
- 11.7 The reasons for the suspension of a TFN Student from a School shall be forwarded promptly in writing to the Parents of the TFN Student and, with the Parents' permission, to the Band's Education Senior Manager.

- 11.8 In accordance with Board Policy, when a TFN Student is suspended, the Board shall arrange for the required schoolwork to be given to the Student. The expectation is that the student will complete the assigned work with the support of the school.
- 11.9 Discipline related to Nominal Roll Students shall be in accordance with the *School Act*, the Regulations and Board Policies and Administrative Procedures, with due consideration given to the recommendations on discipline policy provided by the Band including alternate approaches.
- 11.10 School Staff and the Education Senior Manager or the Manager's Designate will employ a team approach when dealing with global disciplinary issues involving Nominal Roll Students. For greater certainty, the Board will encourage School Staff to work collaboratively with the Education Senior Manager or the Manager's Designate in such matters, including hearings and appeals.
- 11.11 The Parties agree that Students should be provided with a safe, healthy, nurturing environment with the goal of eliminating: bullying, racism, indifference, bias, marginalization and stereotyping.
- 11.12 Pursuant to Parental Consent provided under Section 11.3, the Board agrees that the Education Manager and the Manager's Designate shall be notified of potential disciplinary action and all correspondence related to the discipline of a Nominal Roll Student.

12.0 Cross Cultural Awareness and Hiring in the School District

- 12.1 The Board will ensure that the First Nation 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.
- 12.2 The Board will pay honoraria to Elders in accordance with the District First Nations Education Council Local Knowledge Keepers Honoraria and Travel Protocol when inviting Elders to visit and participate in educational programs within District schools.
- 12.3 The Board, in cooperation with the Band, agrees to promote a greater awareness and inclusion, as well as respect by all School District staff and contractors for the First Nation's unique language, culture and history through its policies, practices, plans, curriculum and instruction.
- 12.4 As per the BC Tripartite Education Agreement, at least one non-instructional day per year will be focused on enhancing First Nations Students outcomes.

13.0 Communication

- 13.1 A key component of this Agreement is effective communication between the Board, the Band, School District, School Staff and Parents. As needed, Band education coordinators/managers or designates may assist District Staff and Parents to support

and facilitate a common understanding of Student success planning, assessments, goals, concerns, and disciplinary actions, etc.

- 13.2 Communication between the Parties will be maintained through regular meetings of appropriate school personnel. This would include significant changes to school structure and configuration, curriculum and educational programming opportunities (October & May).
- 13.3 The Band and District Schools will advise Parents and legal Guardians of opportunities for input and involvement in their school education as course selection dates, reporting periods, Parent-teacher interviews, application deadlines and procedure for post-secondary education etc.
- 13.4 District employees of the Schools attended by TFN Students will be encouraged by the Board to attend community meetings and events hosted or organized by the Band.
- 13.5 The Parties agree that the best interest of the Student will guide all decisions made on their behalf.
- 13.6 The Parties agree to work in partnership to maintain regular, consistent, and respectful communication.
- 13.7 The Board will take all reasonable steps to encourage District Schools and staff to hold meetings or attend events in community and the Band agrees to assist in coordinating such events. The Band acknowledges that the Board is unable to require individual teachers to participate in such events pursuant to the Teachers' Union Collective Bargaining Agreement but encourages the Board to support such an endeavor in the best interests of TFN Students.
- 13.8 The Parties agree to support Vulnerable Students through regular meetings of the School Based Team (as required).

14.0 Implementation and Monitoring Review

- 14.1 The Parties agree to meet a minimum of three times per School Year in September, February and June to review the implementation and stated outcomes of this Agreement and to address any issues that arise throughout the School Year. The meetings will be attended by, TFN Education Senior Manager, a representative from the Board, and the Principal of each school at which TFN Students attend.

Accountability:

- 14.2 The Parties will jointly monitor and evaluate the effective implementation of this Agreement to:
 - a) Determine the extent to which education parity and success for TFN Students is being achieved;

- b) Examine the degree of success on the part of Teaching Staff with respect to the incorporation of Secwépemc language, culture and history into the curriculum and education programming of TFN Students;
- c) Monitor the effective and efficient use of Targeted Aboriginal Funding and Special Education Funding; and
- d) Encourage the active participation and support of Parents, TFN Students, and the TFN membership in the District education system.

Periodic Reports:

14.3 The Parties will jointly monitor and evaluate the effective implementation of this Agreement via Period Reports:

- a) The Board will provide a report to the Band three times each year (September, February, and June) outlining the following:
 - i. The number of TFN Students achieving education parity;
 - ii. The number of TFN Students enrolled in alternate Programs, secondary courses and ungraded Programs;
 - iii. A summary of the number and nature of TFN Students with IEPs or SP's
 - iv. placed in modified or adapted Programs;
 - v. The number of Early School Leavers and information on supports implemented to prevent early leaving;
 - vi.
 - vii. The number of expulsions of TFN Students and information on supports implemented to prevent expulsion; and
 - viii. Reports regarding the allocation and expenditure of the supplemental grants the District receives from ISC and how TFN Students benefitted, including English language learning, special education levels 1-3, and any other amounts the District may receive from ISC for First Nation students.

Annual Report:

14.4 The Parties will jointly monitor and evaluate the effective implementation of this Agreement via Annual Reports:

- a) In September of each year, the Board will provide to the Band an annual report on the previous School Year outlining the provision of educational Programs to TFN Students under this Agreement including:
 - i. Financial reports related to this Agreement, which are prepared by the Board in the regular course of its operation and a copy of the audited financial statements of the District;

- ii. A complete financial report on the use of Targeted Aboriginal Education Funds which includes:
 - 1. the number of Staff employed using Targeted Aboriginal Education Funds and designated to work with TFN Students;
 - 2. the staff's duties and responsibilities.
- iii. Teacher recruitment, retention, and professional development information, including:
 - 1. professional development and Indigenous development opportunities for Teachers and Staff;
- iv. Measures of success of TFN Students through aggregate results for achievement including:
 - 1. Enrollment and attendance rates;
 - 2. Grade to grade transition rates;
 - 3. Student retention rates;
 - 4. Graduation and six-year graduation rates;
 - 5. Proportion of students awarded a BC School Completion Certificate;
 - 6. Six-year completion (graduation) rate for students in an Alternate program;
 - 7. Grades 10 to 12 math course participation rates;
 - 8. Data related to assessments required for graduation purposes and other supports for successful transition to post-secondary education;
 - 9. Participation in extra-curricular activities;
 - 10. Withdrawal and transfer rates;
 - 11. Suspension and expulsion rates; and
 - 12. Number of TFN Students eligible to transition to post-secondary education.

14.5 The information in the reports shall not identify individual TFN Students.

- a) reports are intended to provide information to the Band, the Education Committee, the Schools, and the District to assist in development strategies to analyze, improve and support the Education Program for TFN Students.
- b) The Parties agree that the information in the reports is for the sole use of the Band and the District for the betterment of educational services to TFN Students and will be presented at a closed Band and Education Committee meeting for that purpose.

14.6 The Board and Band will share two Nominal Roll student counts (September 30 & February 28) with the Ministry each School Year.

14.7 Subject to the *Freedom of Information and Protection of Privacy Act* and Parental consent, upon request, the Board will provide the Band with specific TFN Student data to the Band to help inform them about their Students' progress, and to inform discussions between the Band and the Board on supporting those students.

15.0 Finance

- 15.1 For eligible First Nation Students on the Nominal Roll attending Schools operated by the Board on September 30th, and for whom the Band has received Tuition Funding from Indigenous Services Canada (ISC), the Band will pay to the Board the Tuition Fees amount in accordance with section 15.0 of this Agreement.
- 15.2 The Band agrees to pay Tuition Fees to the Board, on a pro-rated basis for any Nominal Roll Students for whom the Band receives Tuition funding ISC.
- 15.3 The Board will not charge the Band a greater amount for the First Nation Students attending a School within the School District than the First Nation Student Rate, as determined annually by the Ministry of Education.
- 15.4 For greater certainty, the Parties agree that the Band is responsible only for Tuition Funding received from ISC for the Tuition Fees of the Band's students according to the approved First Nations Student Rate and approved Nominal Roll. If the Ministry of Education has deducted from the Board, more money than ISC has funded the Band, the Band agrees to work with ISC and the School District to ensure the accurate funding has been billed, funded and paid.
- 15.5 First Nation Students enrolling in more than eight (8) courses will be allowed to claim in excess of 1.0 Full Time Equivalent (FTE). For example, one (1) additional course equals four (4) credits and is equal to 0.125 FTE. Unless otherwise agreed, the Band will not be responsible for paying any amounts for which it does not receive funding from ISC, or which exceeds the First Nation Student Rate.
- 15.6 The September 30th Nominal Roll enrolment figures shall be verified by:
 - a) The School Principal and Secretary Treasurer of the Board;
 - b) The Band Education Administrator; and
 - c) A representative of ISC.
- 15.7 The Parties agree that Tuition Fees payable for each school year shall be paid by the Band to the Board according to the following schedule and based upon the September 30th Nominal Roll figures:
 - a) 40%, (September – December) due 30 days after receiving January invoice;
 - b) 30%, (January – March) due 30 days after receiving March invoice;
 - c) 30%, (April – June) due 30 days after receiving June invoice; and
 - d) Upon receipt of Invoice, payment and/or agreed schedule of payment must be received within three months or this Agreement will be deemed to have been terminated.

- 15.8 In the event of a School closure due to a labor dispute or pandemic, the Tuition Fees will be equitably adjusted by the agreement of the Parties and returned to the Band for the benefit of the Band's students in the same manner as occurs with the Ministry of Education.
- 15.9 100% of the Targeted Aboriginal Funding provided by the Ministry of Education will be allocated in accordance with FNEC terms of reference.
- 15.10 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).
- 15.11 Where ISC is late in providing Tuition Funding to the Band:
- a) the Band will notify the Board of the delay in receiving ISC funding; and
 - b) the Board will not charge interest to the Band on any amount that is outstanding due to ISC's late provision of funding.
 - c) In the event of a change in Ministry of Education or ISC's policy or procedures, then the intent of this Agreement shall remain in effect and the Parties will meet to make relevant at changes.

16.0 Default

- 16.1 If there is a default under the terms of this Agreement, the issue will be referred to the dispute resolution process in Section 17.
- 16.2 A financial payment not made by the Band within 30 days of the due date shall be considered a default and may result in the termination of this Agreement at the option of the Board of Education. Every attempt will be made to resolve this default with the Band. The Board of Education may contract other agencies to help determine a resolution. The Board of Education will provide 30 days advance written notice to the Band of such termination.

17.0 Dispute Resolution:

- 17.1 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 the Band.
- 17.2 In the event of a dispute arising between the Parties, the dispute will be referred by the Parties to their senior officials who will meet and attempt to resolve the dispute in good faith through informal discussions.
- 17.3 If an agreement has not been concluded through informal discussions within thirty (30) days, or another period agreed to in writing by the Parties, a Party may deliver a notice to the other Party to proceed to mediation.

- 17.4 Upon receiving a request from a Party to proceed with mediation, the Parties will agree on a mediator within ten (10) days.
- 17.5 The Parties agree that a mediator selected and agreed upon by the Parties will mediate any dispute arising out of the implementation interpretation of this Agreement. The cost of such mediation will be borne equally by both parties.
- 17.6 The Parties will require the mediator to provide a mediation report upon the conclusion of the mediation proceedings.
- 17.7 The Parties agree that the mediation report will be:
- a) kept confidential, subject to federal access to information and privacy legislation;
 - b) non-binding on the Parties; and
 - c) without prejudice.
- 17.8 If the dispute cannot be resolved within 60 days of the appointment of a mediator, the dispute arising out of the implementation interpretation of this Agreement will be arbitrated under the *Arbitration Act of B.C.* The cost of such arbitration will be borne equally by the Parties.

18.0 TERM AND AMENDMENT

- 18.1 The Term of this agreement will be five (5) years, beginning July 1, 2023 and ending June 30, 2026, unless the Parties agree, in writing, to:
- a) terminate the Agreement earlier; or
 - b) renew the Agreement, with or without amendments.
- 18.2 Extension, Amendment, and Termination
- a) This Agreement may be extended and/or amended with the written mutual consent of the Parties. This Agreement may be terminated effective June 30th of any year of this Agreement by either party by written notice provided to the other party by April 1st of the year.
- 18.3 Renewal
- a) Negotiations for the renewal of this Agreement shall commence one year prior to the end of this Agreement.
 - b) The School District will provide formal notice to Chief and Council and the Education Manager of renewal conversations by June 30, 2026.

18.4 Each Party may propose 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 GENERAL

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

19.2 This Agreement supersedes any and all previous local education agreements between the Parties.

19.3 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 rights or self-government rights of the Band; and
- b) this Agreement is without prejudice to the rights of the Parties and the Band with respect to such matters.

19.4 Nothing in this Agreement precludes the Band from entering into direct negotiations with other jurisdictions on any matter the Band deems relevant.

19.5 The Appendix attached to this Agreement is an integral part of the Agreement.

19.6 The headings or captions appearing in the Agreement are inserted for the ease of reference only and have no effect on the construction or interpretation of this Agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement in Canim Lake in the Province of British Columbia as of the date first read above:

SIGNED on behalf of the Tsq̓ésceḥ First Nation at

Tsq̓ésceḥ by the Chief of Tsq̓ésceḥ First Nation

in the presence of:

Witness' Signature: *Bennett*)

Name of Witness: Laurelee Bennett)

Address: 4472 Chris Lake Rd)

Date: Feb 21/24)

Per: *Mary Anne Archie*
for Chief Helen Henderson

SIGNED on behalf of the Board of School Trustees at of School District No. 27 (Cariboo-Chilcotin) at Tsq̓ésceḥ in the presence of:

Witness' Signature: *A Kohut*)

Name of Witness: Anne Kohut)

Address: 4472 Chris Lake Rd.)

Date: Feb. 21, 2024)

Per: *Brenda Hooker*
Brenda Hooker
Secretary Treasurer SD#27

Per: *Chris van der Mark*
Chris van der Mark
Superintendent of SD #27

Per: *Mary Forbes*
Mary Forbes
Board of Education SD#27

