

LOCAL EDUCATION AGREEMENT

BETWEEN

WILLIAMS LAKE FIRST NATION

AND

BOARD OF EDUCATION SCHOOL DISTRICT NO. 27

(July 2020)

LOCAL EDUCATION AGREEMENT

July 2020 – June 2025

THIS AGREEMENT made and entered into this 30th day of June, 2020 shall be effective from the 1st day of July 2020.

BETWEEN:

THE Williams Lake First Nation

(hereinafter called the “First Nation”)¹

AND:

THE BOARD OF EDUCATION

SCHOOL DISTRICT NO. 27

(hereinafter called the “Board”)

(collectively called the “Parties”)

INTRODUCTION

The negotiation and adoption of a Local Education Agreement (LEA) provides a significant opportunity for a First Nation and a Board of Education to focus attention on improving educational outcomes for First Nations Students and on developing the relationship necessary to accomplish that mutual goal.

Boards of Education and First Nations are encouraged to negotiate a customized LEA reflective of their relationship and any specific or unique circumstances.

Where a Board and one or more First Nations within a School District have been unable to agree to a custom LEA, the Provincial LEA will apply at the request of the First Nation(s).

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. 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* (“UNDRIP”) 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*.
- D. The Board has the authority, under section 86 (3) of the *School Act*, to enter into agreements with a Council of a Band as defined in the federal *Indian Act*, RSC, c. 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.
- E. The First Nation, pursuant to its inherent jurisdiction over educational matters, has the authority and responsibility for the education of First Nation 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.
- F. 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 a LEA.
- G. The Parties wish to enter into this Agreement to set out the terms and conditions regarding the collaborative work between the parties, including the purchase of education services by the First Nation from the Board for the First Nation’s 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 the First Nation, the School District and Schools, to build a positive, effective, collaborative and constructive relationship to improve the First Nation's Students' educational outcomes and achieve high levels of First Nation Student success, graduation and transition to post-secondary education and training, or employment;
- b) Set out the roles and responsibilities of the Parties and School(s) to meet the purposes and objectives of this Agreement, consistent with the BCTEA; and
- c) Serve as a core shared accountability mechanism for both the First Nation and the Board regarding the education of First Nations 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

- a) 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.
- b) 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.
- c) 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.
- d) 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.
- e) Curriculum, materials and resources will meaningfully reflect the First Nations' culture, values, language and traditions, as approved and determined by the First Nation or its designate.
- f) LEAs are an important mechanism to facilitate relationship-building, from negotiation through to ongoing implementation.
- g) The standards set by the *United Nations Declaration on the Rights of Indigenous Peoples* apply to First Nations education.
- h) 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 boards of education.

Parental Choice

- i) 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

- j) 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

- k) Open, ongoing and effective communication is essential to a successful working relationship, and to achieving the purposes and objectives of this agreement, and will be promoted through all available means. LEAs are more than a mere financial transaction and serve as a core shared accountability mechanism for both First Nations and boards of education regarding First Nations education in the BC Public Schools.
- l) Timely and relevant data is required to inform decision-making to support First Nation student achievement.

3.0 RESPONSIBILITIES & COMMITMENTS

3.1 The Board agrees to:

- a) Ensure that First Nation Students have equitable access to educational programs, including Indigenous language instruction, in the School District, and to continue to strive towards high levels of First Nation Student success in educational programs;
- b) Approve educational resource materials that promote an understanding of and appreciation for the history, language and culture of First Nations people in British Columbia, including required curriculum on the residential school experience;
- c) Promote the offering of, and enrollment in, English First Peoples 10, 11 and 12 and BC First Peoples 12 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 First Nation Students to participate in extracurricular and sports activities; (refer to Tripartite Transportation Agreement)
- g) Ensure schools and 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 Board to support the success of Aboriginal Students;

3.2 The First Nation agrees to:

- a) Promote the active participation and involvement of Parents and other community members of the First Nation 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; and

- d) Participate regularly in LEA Management Team meetings with the objective of improving communication between the First Nation and the school district, reducing barriers to student success and improving student outcomes in school.

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

- a) Work with the First Nation, to develop and implement strategies to keep First Nation Students in school and maintain and implement the Attendance Protocol; **as defined in Appendix A and outlined in Appendix C**
- b) In the case of an Early School Leaver, work with the First Nation to collaborate on a plan that best meets the educational needs for that First Nation Student;
- c) List courses, including English First Peoples and locally developed Board/Authority Authorized courses, in the course selection handbook;
- d) Promote and support First Nation cultural activities, including Orange Shirt Day and National Indigenous Peoples Day activities, in Schools within the School District;
- e) Promote and support effective professional development focused on local First Nations history, language and culture;
- f) Work with the First Nation, and the First Nations Education Council where applicable, on how to effectively use the Targeted Aboriginal Education Funding, including any surpluses, to support First Nation 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 FIRST NATION STUDENT SUCCESS

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

- a) To establish and grow a positive and collaborative working relationship based on open, regular and effective communication;
- b) To have high parental satisfaction as measured by parent satisfaction surveys or other instruments.
- c) To create, improve and foster a learning environment, at all levels of the school system, that establishes high expectations of all students and that maximizes First Nation Students' learning by helping them feel safe and comfortable and by nurturing a strong sense of belonging in the school and community;
- d) To have First Nation Students achieve at high academic levels, meeting or exceeding the provincial achievement levels throughout the grades according to the prescribed Learning Outcomes of BC curriculum in Kindergarten to Grade 12, in all subjects, transitioning from grade to grade and achieve a

BC Dogwood Diploma wherever possible

- e) Having strong School attendance to support learning along with students feeling safe at School and positively contributing to the School climate. This includes safety from racism (students and staff), indifference, bias, marginalization, bullying and stereotyping;
- f) To identify and ensure appropriate linkages between any First Nation early learning programs and provincial elementary programs as well as school readiness for Kindergarten as well as transitioning successfully from grade to grade and passing courses required to move to the next grade.
- g) To develop and reinforce in First Nation Students a pride in their unique culture, language and history and promote a greater understanding, awareness and respect for the First Nation's history, language and culture among staff and students
- h) To facilitate positive interactions between school staff and the First Nation community, parents and elders to promote and enhance cross-cultural awareness and understanding and identify and ensure appropriate linkages between any First Nation early learning programs and provincial elementary programs
- i) To collaborate on the development of culturally appropriate First Nation programs, which enhance academic and vocational skills and outcomes, while promoting personal, social, cultural and linguistic growth as well as increase the number of First Nation Students taking high level academic courses, particularly in math, science, English and English First Peoples 12
- j) To collaborate and seek out opportunities or supports that promote or contribute to First Nation Student success and increase the number and percentage of First Nation Students that meet or exceed the prescribed BC Ministry of Education Learning Outcomes in literacy, numeracy, and writing for Kindergarten - Grade12
- k) To increase the number of First Nation Students who make successful grade-to-grade transition, particularly at grade levels at which there tends to be a greater likelihood of, or vulnerability for, failing to make grade-to-grade transitions therefore increasing the number and percentage of First Nation Students that meet or exceed the prescribed BC Ministry of Education Learning Outcomes in literacy, numeracy, and writing for Kindergarten - Grade12
- l) To increase the number of First Nation Students who make a successful transition from band-operated schools to the School District Schools, between the School District Schools, or between school districts;
- m) Students having access to and participation in First Nation language and culture programs as well as having access to and participation in extracurricular activities;
- n) To increase the number of First Nation Students taking provincially examinable courses necessary for, and leading to increased graduation rates as well as entry into post-secondary education institutions/trainings to develop students' skill that will assist to gain immediate employment;
- o) Having a clear graduation plan that enables a First Nation Student to transition to the career or post-secondary education option of their choice;
- p) Maintaining full sense of engagement in School life and a focus on the "whole person"

- q) Ensuring strong satisfaction of Parents with the progress of their child; and maintaining strong relationships with the School, School Personnel and the First Nations Support Workers.
- r) Fully meeting the expectations and outcomes of an IEP, should one be required; Identifying and obtaining the supports and interventions necessary for First Nation Students to meet their academic and social potential;

5.0 EDUCATIONAL RESOURCES

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

- a) Introduce more culturally relevant 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 FNEESC Residential Schools Resource;

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

5.3 The Parties will work in partnership to develop and implement First Nation language programs.

5.4 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.

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

5.6

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

6.0 DOGWOOD GRADUATION

- 6.1 The Board and the First Nation will encourage and support each and every First Nation Student who is capable of achieving the Dogwood Diploma to pursue that graduation credential.
- 6.2 For greater clarity, the Board will ensure the intentional or unintentional streaming or marginalization of First Nation Students is not tolerated and that each and every capable First Nation 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.
- 6.3 The Board and the First Nation will ensure First Nation Students and their Parents are provided with information about the implications of a Dogwood Diploma, as compared with the Adult Dogwood Diploma and other school leaving certificates, to support informed decision-making by those First Nation Students and Parents.
- 6.4 The Board will ensure there is appropriate and timely (i.e. early) counselling support for career and post-secondary education planning available to First Nation Students.

7.0 IDENTIFICATION OF FIRST NATION STUDENTS REQUIRING SPECIAL EDUCATION ASSESSMENT

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

8.0 SPECIAL EDUCATION ASSESSMENT AND PLACEMENT

- 8.1 The Parties agree that special education assessment and placement of, or timetable changes or new timetables for, First Nation 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.
- 8.2 For greater clarity:
 - a) prior to the placement of a First Nation Student in a special education program, appropriate educational assessment(s) must be completed, with parental consent, that identifies the First Nation Student as requiring supports and services;

- b) prior to diversion of a First Nations Student to an Evergreen Certificate path, a psychoeducational assessment must be completed, with parental consent, and must identify the First Nation Student as having an intellectual disability; and
- c) the results of the assessment must be provided to and discussed with the Parent of that First Nation Student, the school-based team, and First Nation support staff if approved by the First Nation Student's Parent;

9.0 SPECIAL EDUCATION PROGRAMMING

9.1 As soon as practical after a First Nation Student has been identified having diverse abilities or a disability:

- a) appropriate supports and services will be identified in order to ensure that the First Nation Student obtains an education that is most appropriate for his or her needs, and in regular classroom environments as much as possible;
- b) the assessment results and educational services to be provided to the First Nation Student will be outlined in an Individual 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 the First Nation Student;
- c) a First Nation 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 First Nation 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 the First Nation Student, and the educational opportunities gained and lost by such placement, must be provided to the Parent and First Nation support staff as may be designated by the First Nation 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 the First Nation Student's needs are fully met.

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

9.3 The Board will ensure the School(s) work with Parents and, with their consent, the First Nation, to:

- a) collaboratively identify any adaptations made to a First Nation Student's educational program;
- b) ensure that any Modifications are made to a First Nation Student's educational program only when necessary and only when Adaptations have been tried and have proven insufficient to meet the First Nation Student's needs, and only with annual Informed Consent in writing of the First Nation Student's Parent, or their designate; and
- c) if a First Nation Student has been put on a non-Diploma Evergreen Certificate path, ensure that the First

Nation Student's program: is documented in an IEP; wherever possible, aligns as closely as possible with a graduation diploma program; and supports learning outcomes that match, as closely as possible, the learning outcomes of the applicable course, even when modified.

- 9.4 When requested, the Parent and, where appropriate and feasible, First Nation Students will have every opportunity to meet with school staff about the IEP and the First Nation Student's educational program within a reasonable timeframe, and no later than two weeks after the request has been made to school personnel.
- 9.5 The Board will ensure School(s) offer each First Nation Student who has diverse abilities or disabilities relevant learning activities, in accordance with the student's IEP.
- 9.6 First Nation Student progress reports on their educational achievement in a special education program or on an Evergreen Certificate path must be provided to the Parent and First Nation support staff as designated by the First Nation 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.
- 9.7 The Board 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 First Nations Education Council.
- 9.8 The Parties agree that IEPs are not intended to be static and will be reviewed and revisited at least bi-annually in collaboration with the First Nation Student and his or her Parent, and the IEP will be either:
- a) Updated;
 - b) Revised; or
 - c) Concluded, where it is determined that the First Nation Student no longer requires an IEP.
- 9.9 For greater certainty, the Parties agree that an IEP will only be put in place under sections 8.1 and 8.2 and it will only be updated, revised or concluded under section 8.8 where the prior Informed Consent of the Parent has been obtained.
- 9.10 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 First Nation Students transition between First Nations Schools and BC Public School.

10.0 VULNERABLE STUDENT PLACEMENT

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

11.0 CHILDREN IN CARE

- 11.1 The Board will ensure appropriate learning plans and supports are identified and provided for Children in Care.
- 11.2 The Board will ensure appropriate staff are designated to be responsible for maintaining communications with the First Nation regarding Children in Care who are First Nation Students.
- 11.3 The Parties will make best efforts to work with supporting agencies to ensure appropriate supports are implemented to assist First Nations Students who are Children in Care.

12.0 STUDENT CONDUCT & SAFETY

- 12.1 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)
- 12.2 With written consent (signed WLFN waiver form) of a First Nation Student's Parent, the Board will notify the First Nation of disciplinary action and potential escalation of disciplinary action in relation to that First Nation Student, and provide to the First Nation a copy of all correspondence related to the discipline of a First Nation Student by the School administrator.
- 12.3 The Board will direct Schools to take a team approach with First Nation Education representatives when dealing with general disciplinary issues involving First Nation Students.

13.0 CULTURAL AWARENESS & HIRING IN THE SCHOOL DISTRICT

- 13.1 The Board, in cooperation with the First Nation, 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.
- 13.2 As per the BC Tripartite Education Agreement, at least one non-instructional day per year will be focused on enhancing First Nations Students outcomes.
- 13.3 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, including, First Nations Support Workers, Aboriginal District Principals, Aboriginal Education Coordinators, classroom teachers, principals and vice-principals.

14.0 TRANSPORTATION

- 14.1 In order to access First Nations Transportation Fund, the Parties will identify First Nations 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 First Nation Students have reliable and safe transportation services to the relevant School, including contingency measures for unexpected circumstances.

- 14.2 The Board agrees that, once transportation services are implemented pursuant to an approved Joint First Nation Student Transportation Plan with the First Nation, the Board will not make changes to those services without written agreement of the First Nation.
- 14.3 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.
- 14.4 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.
- 14.5 The Board agrees that First Nation Students will not be penalized and will be supported in the event of absences or late arrivals due to transportation challenges.

15.0 REPORTING

15.1 LEA Management Team Reporting:

- a) In November of each year, the LEA Management Team will present to the First Nation leadership a report outlining the progress of First Nation students under this agreement, in their educational plans including supports provided for students.

This presentation will include but not limited to:

- i) the number of First Nation Students enrolled in alternate programs, secondary courses and ungraded programs;
- ii) a summary of the number and nature of First Nation 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 First Nation Students and information on supports implemented to prevent expulsion;
- v) 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; and
 11. number of First Nation Students eligible to move on to post-secondary education;

- b) The LEA Management Team will also make available to the First Nation leadership upon request:

- 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) The Board will share with the First Nation 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;
 - iii) Subject to the *Freedom of Information and Protection of Privacy Act*, First Nation community-specific student data to the First Nation to help inform them about their Students' progress, and to inform discussions between the First Nation and the Board on supporting those Students;
 - iv) The First Nation 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 the First Nation, to facilitate the provision and use of available First Nation student-specific data.
- c) The Parties will use the First Nations Student Waiver Form as a mechanism to obtain parent or legal guardian consent, as needed.

16.0 COMMUNICATION

- 16.1 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, regularized meetings and contact through newsletters and other correspondence, as appropriate.
- 16.2 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.
- 16.3 The Parties will encourage functions and meetings, such as parent **meetings**, to be held in the community.

17.0 TUITION PAYMENT

- 17.1 For eligible First Nation Students on the Nominal Roll attending Schools operated by the Board on September 30th, and for whom the First Nation has received Tuition Funding from Indigenous Services Canada, the First Nation will pay to the Board the Tuition Fees amount in accordance with this section 16.0 of this Agreement.
- 17.2 The Board will not charge the First Nation a greater amount for the First Nation Students attending a School within the School District than the First Nation Student Rate.
- 17.3 For greater certainty, the Parties agree that the First Nation 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, the First Nation 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.
- 17.4 The Parties agree the September 30th Nominal Roll enrolment will be verified by:
- a) the First Nation; and
 - b) the Secretary-Treasurer of the Board.

- 17.5 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:
- a) October 15 - based on the previous year's eligible Tuition Fees and Nominal Roll on or before September 30;
 - b) December 15 - based on the previous year's eligible Tuition Fees and the current Nominal Roll as verified by the LEA Management Team;
 - c) **March** 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 Management Team;
 - d) June 15 - the remaining of the current year's eligible Tuition Fees based on the current Nominal Roll as verified by the LEA Management Team.

17.6 Tuition Fees will be calculated using the AANDC's FTE funding schedule and will be adjusted according to future AANDC changes to a maximum:

- a) 1 .00 = 8 courses/year
- b) .875 = 7 courses/year
- c) .750 = 6 courses/year
- d) .625 = 5 courses/year
- e) .5 = 4 courses/year
- f) .375 = 3 courses/year
- g) .250 = 2 courses/year
- h) .125 = 1 course/year

- 17.7 In the event of a School closure due to a labour dispute, the Tuition Fees will be equitably adjusted by the agreement of the Parties and returned to the First Nation for the benefit of the First Nation's students in the same manner as occurs with the Ministry of Education.
- 17.8 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).
- 17.9 Where Indigenous Services Canada is late in providing Tuition Funding to the First Nation,
- a) the First Nation will notify the Board of the delay in receiving ISC funding; and
 - b) the Board will not charge interest to the First Nation on any amount that is outstanding due to Indigenous Services' late provision of funding.

18.0 IMPLEMENTATION, MONITORING, REVIEW: LEA MANAGEMENT TEAM

- 18.1 The Parties hereby establish a joint LEA Management Team responsible for overseeing the implementation of this Agreement, with representation from the First Nation, the board, and each school at which a First Nation Student attends.
- 18.2 The Parties agree to jointly develop terms of reference for the LEA Management Team within 20 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 Management Team;

- b) the roles and responsibilities of the LEA Management Team (e.g. managing the implementation of this Agreement, including delegating tasks as appropriate);
- c) a requirement that the LEA Management 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 Management Team with the First Nations Education Council; and
- e) The Board and First Nation will share two Nominal Roll student counts (September 30 & February 28) with the Ministry each School Year.

19.0 DISPUTE RESOLUTION

- 19.1 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.
- 19.2 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.
- 19.3 The Parties agree to endeavor 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 First Nation.

20.0 TERM & AMENDMENT

- 20.1 The term of this Agreement will be 5 years, beginning July 1, 2020 and ending June 30, 2025, unless the Parties agree, in writing, to:
 - a) terminate the Agreement; or
 - b) renew the Agreement, with or without amendments.
- 20.2 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.

21.0 NOTICES

- 21.1 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:

Senior Education Manager
Williams Lake First Nation
2672 Indian Drive
Williams Lake, BC
V2G 5K9

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

22.0 GENERAL

- 22.1 This Agreement will be governed by, and construed in accordance with, the laws in force in the Province of British Columbia.
- 22.2 This Agreement will be to the benefit of, and binding upon, the Parties hereto and their respective successors and assigns.
- 22.3 This Agreement supersedes any and all previous local education agreements between the Parties.
- 22.4 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 the First Nation; and
 - b) this Agreement is without prejudice to the rights of the Parties and the First Nation 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 the WILLIAMS LAKE FIRST NATION by its duly authorized Officers

Chief Willie Sellars

in the presence of:

Witness

SIGNED on behalf of the BOARD OF EDUCATION

Chairperson – Board of Trustees

Secretary Treasurer SD #27

Witness

APPENDIX A: DEFINITIONS

1.0 DEFINITIONS

The following definitions apply to the Agreement:

“Aboriginal Education Enhancement Agreement” means an agreement between School District No. 27, the First Nation, other local Aboriginal community organizations, and the Ministry of Education designed to enhance the educational achievement of all Aboriginal students and establish a collaborative partnership between Aboriginal communities and School District No. 27 that involves shared decision-making and specific goal setting to meet the educational needs of Aboriginal students.

“Aboriginal Education Programs and Services” means, collectively, Aboriginal Language and Culture programs, Aboriginal Support Services, or other Ministry approved Aboriginal Education Programs that Targeted Aboriginal Education Funding is used to fund, including those programs offered through the Aboriginal Education Enhancement Agreement and which are in addition to the Education Programs.

“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.

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

“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 Nations 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.

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

"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 FNESC 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.

“Management Team” means the Team established under section 15.0 comprised of representatives appointed by the Board, the Schools and the First Nation to develop and implement a plan for the full implementation of this Agreement, and to oversee the implementation of this Agreement.

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

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

“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.

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

“Parent” 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 #27.

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

"School Based Team" means the team formed to focus on identifying supports for children in care and Vulnerable Students. Its members typically include (if applicable): the student's teacher(s), the student the parent(s) or legal guardian(s), parent advocate, other school-based personnel as needed (e.g. Educational Assistant); district student services staff, and a representative from the community and/or agencies as appropriate.

"School Based Team Meeting" means a meeting of the Care Team that plans support for a specific student who is in care or is identified as a Vulnerable Student.

"Student Waiver Form" means the authorization by the parent or guardian of a First Nation Student of the release of that Student's education information related to student progress, behaviour and attendance, and information that forms part of the school district's student registration form.

"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.

APPENDIX B

GLOSSARY OF DEFINITIONS APPLIED TO THIS AGREEMENT

“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. To ensure that the attendance record is provided to the First Nation no more than 3 days.

“BC’s Education Plan” means the Plan launched by the BC Government on October 28, 2011 to transform education so that every student can excel and thrive in a rapidly evolving world and to build on the system’s strengths and put students at the centre of their own learning. The Plan, developed in consultation with teachers, parents, students and education partner groups, is based on the principle that every learner in the province will realize his or her full potential. The Plan consists of five key elements: Personalized learning for every student; Quality teaching and learning; Flexibility and choice; High standards; and, Learning Empowered by Technology.

“Dual Credit” means earning credits toward graduation where a student has successfully completed an equivalent Grade 10, 11 or 12 course from an educational jurisdiction or institution outside the BC school system, in accordance with the Ministry of Education’s policy, Earning Credit through Equivalency, Challenge, External Credentials, Post-Secondary Credit and Independent Directed Studies (in effect July 1, 2004), as may be amended from time to time.

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

“English Language Learners (ELL Students)” are those whose primary language(s) of the home is/are other than Standard English and who may therefore require additional services in order to develop their individual potential within BC’s school system. Some students speak variations of English that differ significantly from the English used in broader Canadian society and in school; they may require ELL support.

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

“Graduated Adult” means an Adult student who has graduated and may take specific courses tuition-free under certain conditions, as set out in the Ministry’s Adult Graduation Program, revised July 13, 2012.

“Non-graduated Adult” means Adult students who have not graduated and who may take courses leading to the British Columbia Certificate of Graduation (the Dogwood) or leading to the Adult Graduation Diploma (the Adult Dogwood), in accordance with the Ministry’s Adult Graduation Program, as amended from time to time.

“Personal Education Number (PEN)” means the unique nine-digit identification number that can be assigned by the Minister of Education to persons in the following schools and institutions and with respect to the following services:

- *Students in BC K-12 public and independent schools;*
- *Home-schooled children registered with BC public or independent schools;*
- *Children participating in early learning programs, such as Strong Start programs;*
- *Persons engaged in a program of studies at an educational institution operated by a First Nation (at the request of the First Nation);*
- *Non-resident persons who are studying under an agreement between the Minister and a school authority outside of BC, such as in a BC certified offshore school program or the Yukon;*
- *Students in BC public post-secondary institutions; and*
- *Persons receiving or applying to receive, financial assistance administered by the BC Student Assistance Program.*

The PEN follows the student through their Early Learning, BC Kindergarten – Grade 12 and post-secondary education.

“Retention Report” *means a second Nominal Roll count of eligible students living on-reserve and attending elementary/secondary school taken after September 30th, but before February 15th.*

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

“School Fees” *means mandatory fees that may be charged by the School District, and which are included in the Tuition Funding.*

APPENDIX C

ATTENDANCE PROTOCOL

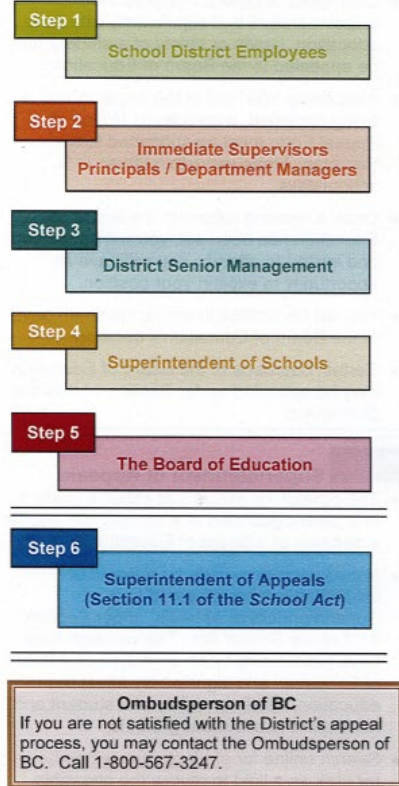
School Name: _____

Secretary:	Secretary calls the family of each student who is absent to determine reason for absence
Administration:	After 3-5 absences within one month (depending on reason), student's name is referred to administration Teacher can also refer any attendance concerns at any time Teacher calls parent
FN Support Worker	If no parental response, administrator refers to First Nation Support Worker (FNSW) who will then contact family to discuss reasons for absences Home visit, if required
School Based Team	FNSW communicates with administration and teacher to discuss reasons for absences and strategies to improve attendance Administration contacts family, if required
First Nation	Administration contacts First Nation to discuss possible support and resources
School	Communications between school, family and First Nation continues until attendance improves School continues to foster positive relationships with the family

APPENDIX D

SCHOOL DISTRICT No. 27 COMMUNICATION PROTOCOL

Communication Protocol



For further information, refer to www.sd27.bc.ca:
♦ [Policy 1312 Complaints Against Staff or Volunteers](#)
♦ [Policy 1150 Appeals Procedures](#)
♦ [Bylaw B2706 Appeal Procedures](#)

Updated 01 April 2016

MISSION, VISION, AND VALUES

Mission: Ensuring all students have meaningful learning experiences, empowering them to succeed in an ever changing world

Vision: We envision an encouraging and understanding learning environment where everyone demonstrates a sense of belonging, mastery, independence and generosity

Values: The Pillars of Support for the School District No. 27 Mission and Vision are characterized by the following four core operating values:

*Respect
Responsibility
Kindness and Caring
Acceptance*

These statements act as a guide for the School District's decisions around its learning priorities, its practices, its policies, its processes and its budget allocations. The Mission, Vision, and Values focus on providing a wholistic and supportive learning experience to children.

We recognize that from time to time, in working towards a common vision, differences arise. The following guidelines assist in communicating effectively:

- ♦ Start with the person whose action has given rise to the concern or problem.
- ♦ All person's rights to confidentiality will be respected.
- ♦ Always give each step a chance to correct the problem before proceeding to the next step.

School Trustees are also available, as your elected representatives, to guide you in this process. The "Speaking Up" parent guide is available at:

BCCPAC: W: www.bccpac.bc.ca
P: 1.866.529.4397
E: info@bccpac.bc.ca



"Learning, Growing and Belonging Together"

Communicating Effectively

School District No. 27 (Cariboo-Chilcotin)
350 Second Ave. N, Williams Lake BC V2G 1Z9
Phone: 250.398.3800 Fax: 250.392.3600
www.sd27.bc.ca

Communication Protocol

The communications protocol is designed to provide a framework for finding solutions for differences that arise from actions or decisions made throughout our School District.

It is hoped this process leads to a satisfactory solution quickly and effectively. Throughout the process every effort will be made to ensure confidentiality.

If a student initiates an appeal an adult may be present at any stage of the process.

These guidelines are meant to help you. If you need assistance please contact either the office of the **Secretary-Treasurer or Superintendent at 250.398.3800.**

Step 1 School District Employees

Resolve the issue at the source:

- ◆ Identify the specific problem (list specific examples that illustrate the problem).
- ◆ Make an appointment to see the person with whom you have a concern, one-on-one.
- ◆ Respectfully express your concern.
- ◆ Ensure mutual understanding of the concerns.
- ◆ Together, explore possible solutions.
- ◆ Together, set up an action plan with times, dates and follow-up.
- ◆ If a resolution cannot be reached, inform the other party and move to the next step.

Step 2 Immediate Supervisor

Principals and Department Managers (Contact the School Principal or office of the Superintendent or Secretary-Treasurer if you are unsure of whom to contact)

- ◆ Make an appointment with the immediate supervisor.

- ◆ Identify the concern and establish what has been done to reach a solution.
- ◆ The supervisor will help explore further options to resolve the concern.
- ◆ Together set up an action plan with time, date, and follow-up.
- ◆ If a resolution cannot be reached, move to the next step.

Step 3 District Senior Management

- ◆ Contact either the office of the Superintendent or Secretary Treasurer and identify the concern and what you have done to resolve it.
- ◆ A meeting between you and the appropriate District Senior Manager will be made so that you can explain the problem and what you have done to resolve it. The District Senior Manager will work with you in an attempt to reach a satisfactory solution.
- ◆ Together set up an action plan with times, dates, and follow-up.
- ◆ If no solution can be reached, the next step is to contact the Superintendent.

Step 4 Superintendent of Schools

- ◆ Contact the Superintendent in writing and identify the concern and what you have done to resolve it. This should be done within 30 days after the decision from Step 3 was made.
- ◆ A meeting date with the Superintendent will be set.
- ◆ You will be advised in writing of the Superintendent's decision.
- ◆ Certain decisions of the Superintendent may be appealed (as per Section 11 of the *School Act*) to the Board of Education.

Step 5 The Board of Education

- ◆ Only those decisions made by the Superintendent that significantly affect the education, health or safety of a student may be appealed to the Board of Education.
- ◆ After being informed of the decision that is being appealed, a completed Notice of Appeal Form must be submitted to the Secretary Treasurer within fifteen (15) school days.
- ◆ Once a meeting date with the Board of Education has been set, you will be notified and invited to attend. You will have an opportunity to explain your position.
- ◆ You will be notified in writing within 45 days of the Board of Education's decision.
- ◆ Certain decisions of the Board of Education may be appealed under Section 11.1 of the *School Act*.

Step 6 Superintendent of Appeals

- ◆ The *School Act* states that either a student or a parent/guardian of a student can appeal a decision of a Board of Education.
- ◆ Not all decisions made by a Board of Education can be appealed to a Superintendent of Appeals, under Section 11.1 of the *School Act*. The decision must have been made by an employee of a Board of Education and significantly affect the education, health or safety of a student and fall within the allowable grounds.
- ◆ Search online for studentappeals.gov.bc.ca (or click as a link) to review the allowable grounds, and to obtain a provincial "Notice of Appeal" form.
- ◆ Submit the Notice of Appeal form and a copy of the Board of Education decision, within 30 days after receiving the decision of the Board of Education, to the [Office of the Registrar, Student Appeals Branch](#).

APPENDIX E

SCHEDULE G BCTEA TRANSPORTATION FOR FIRST NATION STUDENTS ATTENDING BC PUBLIC SCHOOLS

WHEREAS

- A. Over the past several years, the Parties have become increasingly aware of concerns regarding the transportation of First Nation students living on reserve who attend BC Public Schools.
- B. During the term of TEFA, the Ministry's funding formula for education as set out in the OGM has included a student location factor, but the Ministry does not target provincial funds to provide transportation or mandate boards of education to provide transportation services.
- C. In spring 2017, FNEESC undertook research involving site visits to 15 First Nations, as well as a survey of all First Nations in the province, in order to better understand related issues and investigate common transportation challenges among First Nations.
- D. Prior to this Agreement, Canada expected transportation services to be provided by boards of education through the student location factor funding included in the First Nations Billing Rate.
- E. FNEESC has identified outstanding transportation issues that have not been addressed within the education funding framework in BC, despite the inclusion of a student location factor in the OGM and the province and local boards of education receiving funding for the student location factor from Canada.
- F. The Parties are committed to developing and implementing effective measures to address existing and future issues arising from the transportation of First Nation Students to BC Public Schools.

THEREFORE the Parties agree as follows:

1.0 TRANSPORTATION STRATEGY

- 1.1 The Parties will undertake the steps in this Schedule to fulfill their commitment under section 4.10 of the Agreement to develop and implement a strategy to address and resolve First Nation Student transportation issues.

2.0 FIRST NATION STUDENT TRANSPORTATION FUND

- 2.1 The Parties agree to establish a First Nation Student Transportation Fund to fund the transportation of First Nation Students to BC Public Schools commencing in the 2019/20 School Year.
- 2.2 The base amount for the First Nation Student Transportation Fund for the 2019/20 School Year will be equivalent to the amount of the Student Location Factor in the OGM, paid by Canada to British Columbia or paid by Canada to First Nations to pay to boards of education, in the 2018/19 School Year as determined by the Parties.
- 2.3 Commencing with the 2019/20 School Year:
 - a) Canada will pay the First Nation Student Transportation Fund to BC; and

b) British Columbia will allocate and pay the First Nation Student Transportation Fund to school districts by way of a special grant pursuant to section 115 of the *School Act*.

2.4 In allocating the First Nation Student Transportation Fund under section 2.3(b), the Minister will impose strict requirements upon boards of education that those funds may only be used for the transportation needs of First Nation Students attending BC Public Schools in accordance with a plan approved by one or more First Nations and the board of education for that school district.

3.0 JOINT FIRST NATION STUDENT TRANSPORTATION PLANS

3.1 All boards of education will be required to develop and submit to the Ministry, annually, a Joint First Nation Students Transportation Plan for First Nations served by the board of education, to be jointly signed off with each First Nation needing transportation for their First Nation Students to a BC Public School.

3.2 The Parties will establish a tripartite First Nation Student Transportation Committee (the "Committee") to assess the Joint First Nation Student Transportation Plans submitted by each board of education and First Nations. The Committee may consult transportation experts to assist in assessing Joint First Nation Student Transportation Plans.

3.3 In considering the Joint First Nation Students Transportation Plans, the Committee shall consider:

- a) whether previous audited financial statements indicate that the annual First Nation Student Transportation Funding has been fully and appropriately expended by the board of education; and
- b) whether the board of education and First Nation have demonstrated consideration of options to find efficiencies and share services where appropriate.

3.4 Upon approval of a Joint First Nation Student Transportation Plan by the Committee, the Ministry will fund the plan from the funding available in the First Nation Student Transportation Fund.

3.5 In the event that a First Nation and board of education determine they need to revise a Joint First Nation Student Transportation Plan and that the revisions require further funding, they may jointly submit a revised plan to the Committee for consideration.

3.6 Subject to clause 5.7 of the Agreement, in the event that the First Nation Student Transportation Fund is not sufficient to fund all Joint First Nation Student Transportation Plans, Canada will fund the necessary increase to the First Nation Student Transportation Fund, and the Ministry will pay that additional funding to boards of education in accordance with the approved Joint First Nation Student Transportation Plan.

4.0 ACCOUNTABILITY

4.1 The Minister will require boards of education to report on the spending of all First Nation Student Transportation Funding received by the board of education and the spending of the First Nation Student Transportation Funding for each district will be verified using audited financial statements.

4.2 In the event that the First Nation Student Transportation Fund is not fully spent within any year, any remaining portion of the funds shall be carried forward and applied to the transportation of First Nation Students attending BC Public Schools in the following year.

4.3 For boards of education with continuing or emergent First Nation Students transportation issues, or boards of education failing to submit a Joint First Nation Student Transportation Plan, the

Ministry will intervene to determine outstanding transportation issues and, as necessary, direct the board of education to address the identified transportation issue with available First Nation Student Transportation Funding in consultation and agreement with the First Nation.

5.0 TRANSITIONAL CONSIDERATIONS

- 5.1 The Parties acknowledge some LEAs include provisions regarding transportation. Boards of education and First Nations with LEAs must submit a Joint First Nation Student Transportation Plan to confirm or ensure that the transportation needs of First Nation Students from such First Nations who are attending a BC Public School are being addressed.
- 5.2 For greater certainty, a board of education and one or more First Nations may submit a Joint First Nation Student Transportation Plan that confirms that transportation of First Nation Students is effectively addressed by an existing LEA, but the Plan must identify the scope of transportation services being provided by the school district and the cost of those services.
- 5.3 The Parties will examine the implications of the Joint First Nation Student Transportation Plans and take measures, as necessary, to support the best integration of the Plans and LEAs.

6.0 MONITORING AND REVIEW

- 6.1 The Parties confirm that the development of Joint First Nation Student Transportation Plans is intended to ensure First Nation Students have transportation to BC Public Schools to improve student attendance and educational outcomes for First Nation Students.
- 6.2 The Parties will review the effectiveness of the strategy outlined in this Schedule after 2 years, or as otherwise agreed by the Oversight Committee, to assess whether the strategy has effectively addressed and resolved transportation issues for First Nation Students attending BC Public Schools and, where necessary, identify and implement improvements and/or further options.

APPENDIX F

BREAKDOWN OF PAYMENT (Section 17.0)

<i>Tuition per year- District #27 (grades 7-12)</i>	\$
<i>Tuition per year- District #27 (grades K-6)</i>	\$
<i>Government Grants - As per preliminary funding rates established by the Ministry of Education</i>	\$
<i>Book Fee- agenda- (One Time Fee)</i>	\$
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<i>Total Funding/Student Grades 7-12</i>	\$
<i>Total Funding/students Grades K-6</i>	\$
TOTAL	\$

APPENDIX G

RESOURCES



- Knucwetwecw Society-DAA Secwepmec communities -T'exelc (Williams Lake First Nation)
 - ❖ Child protection
 - ❖ Temporary Custody of children
 - ❖ Permanent Guardianship of children in continuing custody
 - ❖ Support Service of families
 - ❖ Voluntary Care Agreements

- Three Corners Health T'exelc (Williams Lake First Nation)
 - ❖ Family Connections program
 - ❖ Youth counselling

- Cariboo Friendship Society
 - ❖ Support of urban aboriginal families
 - ❖ Family visitation program for families with children in care
 - ❖ Advocacy for parents with child and youth mental health, housing

WLFN in Community

David Archie	Cultural Coordinator	296-3507 Ext.113
Willie Hardeman	Tutor	250-296-3507 Ext.116
Natasha Poyer	Youth & Family Coordinator	250-296-3507 Ext. 109
Jordan Davis	Director of Health	250-296-3507 Ext.180
Kyleen Toyne	Community Social Worker	250-296-3507 Ext. 186

