



Little Shuswap Lake Band

AND:

School District No. 73 (Kamloops-Thompson)

Effective Date: July 1, 2020 to June 30, 2025

LOCAL EDUCATION AGREEMENT

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THIS AGREEMENT is made and entered into this _____ day of February 2021 and shall be effective from the 1st day of July, 2020

BETWEEN

THE LITTLE SHUSWAP LAKE BAND

(hereinafter called the "Band")

AND

THE BOARD OF EDUCATION OF SCHOOL DISTRICT No. 73

(hereinafter called the "Board")

(collectively called the "Parties")

Value Statement:

Little Shuswap Lake Band and School District No. 73 agree on the philosophy of "making a difference by working together". The Local Education Agreement (LEA) 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 Little Shuswap Lake Band s

- E. It is recognized by Little Shuswap Lake Band that the Board is the legislated authority relating to governance and the operation of public schools, school personnel and students
- F. Little Shuswap Lake Band pursuant to its inherent jurisdiction over educational matters, has the authority and responsibility for the education of Little Shuswap Lake Band students and desires to ensure its students all have access to, and receive, quality education that is respectful and reflective of their unique culture and history.
- G. The Parties agree that the principals, teachers and other staff in BC Public Schools have a central important role to play in the provision of quality education programs and services and in the implementation and effectiveness of a LEA.
- H. The Parties wish to enter into this Agreement to set out the terms and conditions regarding the purchase of education services by Little Shuswap Lake Band from the Board for the Little Shuswap Lake Band students.

1.0 DEFINITIONS

The following definitions apply to the Agreement:

“Aboriginal” refers to individuals of Aboriginal ancestry who are Status, Status, Metis, or Inuit

“Aboriginal Education Advisory Committee” a committee of School District No. 73 that works in partnership

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

“The Board” means the Board of Education of School District No. 73 (Kamloops-Thompson) and signatory

“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 FNE 30 to the transportation of First Nation Students to BC Public Schools, commencing in the 2019/20 School Year.

“Funding Allocation System” provides financial resources for the operation of the K12 system by using data collected from schools and districts and apply formulae to ensure equity across British Columbia

“Indigenous Services Canada, IS, ISC or DISC” means the federal department of Indigenous Services.

“Inclusive 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.

“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:

- x the assessment procedures to be carried out.
- x the information to be collected.

“Little Shuswap Lake Band” is a signatory to this agreement

“Ministry” means Ministry of Education

“Parents” means

- a) the parent,
- b) The guardian of the student or child,
- c) The person legally entitled to custody of the student or child,
- d) The person who usually has the care and control of the student or child or,
- e) A designate of the Parent or legal guardian

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

“School District” means the area constituted under the School Act as School District No. 73 (Kamloops Thompson).

“School Year” means a twelve-month period commencing July 1 and ending on June 30 of the following year.

“Secwepemcís” means the Secwepemc Language

“Service Plan” is an education plan developed by the School Board Team for a student who does not meet the criteria for an IEP but is considered to be a Vulnerable Student.

“Staff” means persons employed by the Board who work directly with Aboriginal students

“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 30.

“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 advanced/ or is a child in care.

2.0 GUIDING PRINCIPLES

Subject to the provisions of Section 83 of the School Act of British Columbia and any other federal or provincial legislation recognizing Little Shuswap Lake Band jurisdiction over education, Little Shuswap Lake Band and the Board wish to recognize EA which will afford Little Shuswap Lake Band the opportunity for jurisdiction and greater participation and influence over the education of their students in School District No. 73. Principles stated herein reinforce the importance of preserving culture and language in the education of Little Shuswap Lake Band students.

2.1 Reconciliation and Collaboration in First Nations Education

- 2.1.1 First Nations education in British Columbia is highly complex, involving federal, provincial and First Nations authorities in roles and responsibilities. Therefore, this requires collaboration and cooperation to ensure that all Little Shuswap Lake Band students are supported to achieve successful education outcomes.
- 2.1.2 The gap in educational outcomes between Little Shuswap Lake Band and 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.
- 2.1.3 The Parties have a shared interest and priority in supporting excellence in First Nations Education, including supporting Little Shuswap Lake Band students to fulfill their educational potential by having access to and receiving quality education that is respectful and reflective of their unique culture and history.

2.1.4

3.0 MANAGEMENT OF LEA: Implementation, Monitoring and Review

3.1 LEA Management Team

3.1.1 The Parties hereby establish a joint LEA Management Team responsible for overseeing the implementation of this agreement, with representation from the Band and the Board.

3.1.2 The Parties agree to develop Terms of Reference for the LEA Management Team to include:

3.1.2.1 The Membership of the LEA Management Team

3.1.2.2 The roles and responsibilities of the LEA Management Team (e.g. managing the Implementation of this Agreement including delegating tasks as appropriate)

3.1.2.3 Requirements that the LEA Management Team develop and finalize an implementation plan for approval by the Parties within 20 days and which, upon approval, will be appended to this agreement. The implementation plan will include intended outcomes and a plan for carrying out this LEA agreement;

3.1.2.4 The Parties are to jointly review the intended outcomes and implementation plan of this LEA during October and February of each year;

3.1.2.5 The parties encourage Chief and Council elected officials and Board to meet once a year. A positive relationship between Little Shuswap Lake Band leadership and the Board assists to promote student achievement. [(t)0.8 (h)-14.7 (e)-8.2 ()]TJ -0.003 Tc 0.003 T

4.5 Collaborate with the Little Shuswap Lake Band to seek out external

- 6.2 Promote the active participation and involvement of Parents and develop and implement programs to engage Parents and other community members with periodic reviews of the education of their children. This will include any available processes or forums in the School District (such as parent clubs and other committee processes) and School District meetings or school activities.
- 6.3 Encourage and support Little Shuswap Lake Band students to participate in extracurricular and sports activities as per Section 17.6 Transportation of the BCTEA
- 6.4 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 Section 20.0 of this Agreement.
- 6.5 Little Shuswap Lake Band agree to keep themselves informed about the programs and practices of the BC Public School System and as needed and when resources permit, provide extra tutoring support for Little Shuswap Lake students.
- 6.6 Little Shuswap Lake Band's AEC representative communicate AEC information (i.e. district activities or initiatives) to Chief and Council, the Education Committee, staff, community, and Parents.

7.0 CURRICULUM DEVELOPMENT, CULTURE AND EDUCATION RESOURCES

- 7.1 Both parties agree to work together to implement culturally appropriate strategies and processes to improve on curricula, and to ensure that curricula is relevant to Little Shuswap Lake Band students as well as for the benefit of all students
- 7.2 Little Shuswap Lake Band and the Board agree to work in partnership to introduce and incorporate culturally relevant materials and activities in all subject areas, for all Little Shuswap Lake Band students and for events and ceremonies sponsored by the schools with consideration of parental approval where appropriate (i.e. First Nations studies and First Nations content).
- 7.3 Both parties agree to continue to improve and develop local curriculum (i.e. Secwépemc studies, culture and language) and infuse Indigenous perspectives and content (i.e. history, language arts, social studies, science, math, fine arts, etc). This also supports integration across the curriculum, and promotes an understanding and appreciation for the history, culture and language of Secwépemc
- 7.4 When and where appropriate, both parties agree to collaboratively provide personnel for:
- x Curriculum Development (culturally appropriate curriculum and resources)
 - x Professional Development on Little Shuswap Lake Band cultural awareness training
 - x Coordinate the delivery and implementation of the curriculum relevant to Little Shuswap Lake Band culture
 - x Work Experience and Apprenticeship Programs
 - x Knowledge Keeper's Initiative
- 7.5 The Board and the Little Shuswap Lake Band agree to work together to ensure curriculum developed is sensitive, relevant and respects the Secwépemc culture, drawing from the expertise of the local community
- 7.5.1 Purchase or develop curriculum resource materials for Indigenous subject courses such as

First Nations Studies or other courses with First Nations content, including residential school curriculum

- 7.5.2 Offer the opportunity for students to enrol in First Peoples 10, 11, 12, BC First Peoples and Contemporary Indigenous 12, provided sufficient enrolment requirements are met.
 - 7.5.3 Seek to identify measures for ongoing improvements to programs and school performance.
 - 7.5.4 In consultation with Little Shuswap Lake Band provide and as a credited course in high school if possible.
 - 7.5.5 The Board and Little Shuswap Lake Band agree to collaborate on grant applications to benefit students with their academic, social, cultural, emotional, health and well-being.
- 7.6 The Board and Little Shuswap Lake Band will ensure that Ministry policies and the curriculum developed in schools follow UNDRIP and Truth and Reconciliation Principles
- 7.6.1 The Parties will, with the Little Shuswap Lake Band providing leadership and direction, work together to address the history of the residential school system through the development and implementation of curriculum, material and resources, and through (i) 5.6 (a) 5.6

7.9.3 Any other proposed or intended use requires written consent from the Shuswap Lake Band

7.10 Access

insufficient to meet the Little Shuswap Lake Band student's needs, and only with the Informed Consent in writing of the Little Shuswap Lake Band student's Parent or their designate; and

- 12.3.3 If a Little Shuswap Lake Band student has been put on a Diploma Evergreen Certificate path, ensure that the Little Shuswap Lake Band student's program: is documented in an IEP; wherever possible, aligns as closely as possible with a graduation diploma program; and supports learning outcomes that match, as closely as possible, the learning outcomes of the applicable course, even when modified.
- 12.4 When requested, the Parent and, where appropriate and feasible, Little Shuswap Lake Band students will have every opportunity to meet with school staff about the IEP and the Little Shuswap Lake Band student's educational program within a reasonable timeframe, and with an attempt to meet within two weeks of the request being made to school personnel.
- 12.5 The Board will ensure schools offer each Little Shuswap Lake Band student who has diverse abilities or disabilities relevant learning activities, in accordance with the student's IEP.
- 12.6 Little Shuswap Lake Band student progress reports on their educational achievement on an Inclusive Education program or on an Evergreen Certificate path must be provided to the Parent and Little Shuswap Lake Band Support Staff as designated by the Little Shuswap Lake Band student's Parent according to the same student progress reporting schedule as followed by the school and, in any event, not less than at the end of each term during the placement
- 12.7 The Board will ensure that Parents are advised:
 - 12.7.1 Of their right to request a change to the placement of a Little Shuswap Lake Band student in an Inclusive Education program or on an Evergreen Certificate path;
 - 12.7.2 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
 - 12.7.3 Where the Parent files a request, the Parent may request, and receive, support in the process from 2dBdn(r)-5.8 8 (t)4.4 (h)3 Tf 0 TcbTw 5.435 0 T.8 (s)3.6 248 (s)3.6 248 (h)-4.1 (s)-7.3

13.0 VULNERABLE STUDENT PLACEMENT

13.1 The Board will ensure that schools work with ~~Parent~~ the Little Shuswap Lake Band to identify vulnerable students and, where identification of a Little Shuswap Lake ~~Student~~ as a vulnerable student is supported by evidence and demonstrated need, that a ~~Service~~ will be created with parental consent and involvement, and regularly reviewed, for that Litt

16.0 CULTURAL AWARENESS & HIRING IN THE SCHOOL DISTRICT

16.1 The Board, in cooperation with the Band

17.4 Where the Parties make amendments to their Joint First Nation Student Transportation Plan, or agree to changes in transportation services, they will ensure that Little Shuswap Lake Band Parents receive notice within a reasonable time in order to respond to any such changes.

17.5 The Board agrees that Little Shuswap Lake Band students will not be penalized and will be supported in the event of absences or late arrivals due to transportation challenges.

17.6 If BCTE Parental Transportation Assistance funding is allocated to Little Shuswap Lake Band through a joint submission, Little Shuswap Lake Band Parents who drive student(s) to an extracurricular activity can apply through the band to receive this assistance. Little Shuswap Lake Band and the School District will work together to determine a process that works for both parties which includes establishing a reasonable allowance for mileage and reporting requirements. Li3 reqsit-0.792

- b. the proportion of the staff's time spent working directly with Little Shuswap Lake Band students; and
 - c. the staff's duties and responsibilities.
 - iii) measures of success for Little Shuswap Lake Band students through aggregate results for achievement including but not limited to the following:
 - 1. attendance rates (to include suspensions and expulsions)
 - 2. percentage of

19.0 COMMUNICATION

- 19.1 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, regularly scheduled meetings and contact through newsletters and other correspondence, as appropriate.
- 19.2 The Parties recognize the need for effective and ongoing communication with Little Shuswap Lake Band Parents in the support of their child's successful education experience, and the Parties will advise Little Shuswap Lake Band 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 postsecondary education.
- 19.3 The Parties always have the joint responsibility to keep the Little Shuswap Lake Band Parents informed of intents and decisions. The best interest of the Little Shuswap Lake Band students will guide all decisions made by the Board and the Little Shuswap Lake Band.
- 19.4 The Board and Little Shuswap Lake Band will maintain excellent communication through regular meetings of appropriate School District personnel with Little Shuswap Lake Band Parents or legal guardians and Little Shuswap Lake Band Education Staff. Parties will work together to develop strategies to engage Parents in school events (i.e. parent teacher meetings, etc).
- 19.5 Over and above regular meetings, the Parties agree that meetings can be held at any time to address issues, plan and carry out initiatives to advance education.
- 19.6 Little Shuswap Lake Band and the Board agree that the Little Shuswap Lake Education staff and the principal(s) of schools that Little Shuswap Lake Band students attend, are committed to continuous improvement in student achievement and student success and will communicate continuously in all education matters of Little Shuswap Lake Band students.

20.0 TUITION PAYMENT

- 20.1 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, the Band will pay to the Board the Tuition Fees amount in accordance with this section 12.0 of this Agreement. The Band agrees to pay Tuition Fees to the Board, on a pro-rata basis for any First Nation Student on the Nominal Roll for whom the Band receives Tuition funding from Indigenous Services Canada (ISC).
- 20.2 The Board will not charge the Band a higher 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.
- 20.3 For greater certainty, the Board agrees to pay the Tuition Fees amount to the Band for the First Nation Students attending a School within the School District that is less than the First Nation Student Rate, as determined annually by the Ministry of Education.

has deducted from the Board, more money than Indigenous Services Canada (ISC) has funded the Band the Band agrees to work with ISC and the Board to ensure the accurate funding has been billed, funded and paid. 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

20.9 Where Indigenous Services Canada (ISC) is late in providing Tuition Funding to the Band,

- a) the Band will notify the Board of the delay in receiving ISC funding; and
- b) the Board will not charge interest to the Band on any amount that is outstanding due to Indigenous Services' late provision of funding.
- c) In the event of a change in Ministry of Education or Indigenous Services Canada policy or procedures, then the intent of this agreement shall remain in effect and the parties will meet to make relevant at changes

21.0 DISPUTE RESOLUTION

21.1 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, Parties agree to use their best efforts to resolve such disputes in a reasonable and timely manner and in good faith.

21.2 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 originates. Pa-6.94136.9 (

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

Chairperson – Board of Education



Secretary-Treasurer SD73

in the presence of: