LOCAL EDUCATION AGREEMENT

This agreement is effective as of the _____ day of February, 2021.

BETWEEN: **T emlúps te Secwépemc**

(hereinafter called the "Band")

OF THE FIRST PART

AND: **The Board of Education**
School District No. 73 (Kamloops-Thompson)

(hereinafter called the "Board")

OF THE SECOND PART

Value Statement

The Band and the Board agree on the philosophy of "making a difference by working together". The Local Education Agreement will be developed and implemented based on the values of mutual respect, consensus building, and maintaining a focus on the goal of academic and personal success for Nominal Roll Students.

WHEREAS the Band belongs to the Secwépemc Nation within the traditional Secwepemcú ecw, with a language and culture that is to be respected, which pursuant to its inherent jurisdiction over education and training has the authority and responsibility for the education of its members;

AND WHEREAS the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP) states:

> Article 2: Indigenous peoples and individuals are free and equal to all other peoples and individuals and have the right to be free from any kind of discrimination, in the exercise of their rights, in particular that based on their indigenous origin or identity.
>
> Article 21 (1): Indigenous peoples have the right, without discrimination, to the improvement of their economic and social conditions, including, inter alia, in the areas of education, employment, vocational training and retraining, housing, sanitation, health and social security.

AND WHEREAS 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*

“Aboriginal Education Programs and Services”	means culturally appropriate educational programs and services

“Child, Family and Community Service Act”	means the *Child, Family and Community Service Act*

“Extended School Based Team”	means the team formed to focus on identifying supports for Children in Care and Vulnerable Students, which will typically include, as appropriate, members of the school based team, the Nominal Roll Student (when appropriate), the Parent, parent advocate if requested, the Education Manager or a member of the Band Education Staff designated by the Education Manager, MCFD, and Secwépemc Child and Family Services.
“First Nation”	means an Indian Band as defined in the *Indian Act*.
“First Nations Students”	means a student who is of First Nations origin who has status as defined by the *Indian Act* and who resides on reserve land of a First Nation and who is enrolled in a school operated by the Board.
“Inclusive Education Plan (IEP)”	Means a documented plan developed for a student that describes individualized goals, Adaptations, Modifications, and the services to be provide41

“Manager’s Designate”	means a member of the Band Education Staff designated from time to time by the Education Manager.
“Ministry of Education”	means British Columbia’s Ministry of Education.
“Nominal Roll Student”	means a First Nations Student living on T Ṉmlúps te Secwépemc reserves and attending a District School as of September 30, and more particularly: To be eligible for the Nominal Roll, a student must be: x enrolled in and attending a band-operated, federal, provincial, or a private/independent school recognized by the province in which the school is located as an elementary/secondary institution; x aged 4 to 21 years (or the age range eligible for elementary and secondary education support in the province of residence) on December 31 of the school year in which funding support is required; and x ordinarily resident on reserve.
“Parents”	means the definition given under the British Columbia *School Act*, namely: x a parent or other person who has guardianship or custody of the student or child, other than a parent or person who, under an agreement or order made under the *Family Law Act* that allocates parental responsibilities, does not have parental responsibilities in relation to the student’s care or child’s education, or; x a person who usually has the care and control of the student or child.
“Professional”	means an individual licenced, certified or registered to practice an occupation governed by a regulatory body in Canada.
“Provincial	

“School Year”	means a twelve month period commencing on July 1 and ending on June 30 of the following year.
“Secwépemc Child & Family Services”	is a delegated Aboriginal agency pursuant to the *Child, Family and Community Service Act,* RSBC 1996, c 46.
“Secwepemcú́lecw”	means the traditional territory of the Secwépemc Nation.
“Secwepemctsín”	means the Secwepémc language.
“Service Plan (SP)”	means an education plan developed by the school-based team for a Nominal Roll Student who does not meet the criteria for an Inclusive Education Plan (IEP) but is considered a Vulnerable Student.
“Student Record”	means a transcript of grades issued by the Ministry of Education and all individual student records created and maintained by the Board, including copies of SPs, IEPs, student progress reports (both formal and informal), permanent student records, student files and any communications concerning a Nominal Roll Student.
“Superintendent”	means the superintendent of the School District.
“Targeted 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 District Schools.
“Tuition Fees”	means the money paid by the Band to the Board for the education of Nominal Roll Students attending District Schools, such fees representing 100% of the Band Grant based on students’ names and confirmed FTE status.
“Vulnerable Student”	means a student who has been identified as finding learning more challenging based on the following factors: not meeting

taking all reasonable steps it is unable to fund the performance of its obligations under this Agreement, then the Board will notify the Band and will discuss with the Band, a priority order in which the Board obligations under this Agreement are to be fulfilled in order to fulfill the spirit and purpose of this Agreement;

2.9.4 the Board shall notify the Band promptly if it identifies that it may be unable to fund the performance of all its obligations under this Agreement, so that the priority order can be established as early as possible; however, the Band recognizes that the Board's administration and organization is complex, and it shall not be considered unreasonable if there is some delay before the Board identifies an insufficiency of funds;

2.9.5 to the extent the Board and the Band, each acting reasonably, have agreed upon a priority order of the Board's obligations under this Agreement, the Board will not be in default of its obligations under this Agreement to the extent that its obligations are performed in accordance with the agreed priority order;

2.9.6 the Board shall take all reasonable steps, in cooperation with the Band, to acquire Additional Funding from external sources required or useful for the purpose of fulfilling the spirit and purpose of this Agreement; and

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

3.0 Statement of Shared Intent

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

3.1

4.6 The Board agrees to have the Band involved in the development of the Board's Framework for Enhancing Student Learning and the Aboriginal Enhancement Agreement through direct consultation with the Band and the Aboriginal Education Council.

4.7 The Board agrees to provide, by June 30 of each year, notice to the Band of planned changes in student grade placements or timetable systems planned by the Board for the

5.4 The Band agrees to distribute a fully executed version of this Agreement to Band Education Staff to ensure Parents have access to this Agreement.

5.5 The Band's Education Department agrees to provide the Board with lists of Band Education Staff who are available to assist in District Schools.

5.6 The Band agrees to take reasonable steps to promote the active participation and involvement of Parents, Elders, cultural resource people, and other members of the Band in the education of their children, both curricular and extra-curricular.

5.7 The Band agrees to keep themselves informed of programs and practices of the public school system and, as needed and when resources permit, provide extra tutoring for Nominal Roll Students.

5.8 The Band agrees to pay the Board the Tuition Fees as follows:

October 31st	10% (based on September 30th nominal roll)
December 31st	30% (based on September 30th

7.0

8.6.2 The Band has obtained the Parent's Informed Consent to receive information about the Nominal Roll Student assessment and placement (although this shall not be required if the Parent chooses to pursue the assessment without Band involvement);

8.6.3 Collaboration and planning among the Education Manager, the Manager's Designate and School Staff regarding IEPs and other Inclusive Education programs.

8.6.4 A written report stating the reason for the placement, the options considered, and the educational opportunities gained and lost by the placement, has been received and approved by the Parent and the Band;

8.6.5 Any appeal regarding the assessment and placement must be placed by the Parent. The Band may support the Parent in the appeal process;

8.6.6 The Board through its District Schools agrees to provide accurate and comprehensive career and academic counselling and advising to Nominal Roll Students to enhance success potential of students in post-secondary programs.

8.6.7 The Board in conjunction with the Education Manager or the Manager's Designate, will provide assistance to Nominal Roll Students, regarding career counselling, and meeting the Provinci Nthe P 0.6 (r)-6 ( )0-n(i)2.6 (ng and adv)8.935.9 (y.w (m)-6 (s)6 (he(be)10

11.4 The Board will take all reasonable steps to encourage schools to hold parent-teacher interviews at least once per year at an on-reserve location and the Band agrees to assist in coordinating such events. The Band acknowledges that the Board is unable to require individual teachers to participate in such events pursuant to the Teachers' Union Collective Bargaining Agreement.

11.5 The Board and the Band agree to support the Vulnerable Students through regular meetings of the Extended School Based Team (as required).

12.0 Finance

12.1 For eligible First Nation Students on the Nominal Roll attending Schools operated by the Board on September 30th, and for whom the Band has received Tuition Funding from Indigenous Services Canada (ISC), the Band will pay to the Board the Tuition Fees amount in accordance with this section 12.0 of this Agreement. The Band agrees to pay Tuition Fees to the Board, on a pro-rated basis for any Nominal Roll Students for whom the Band receives Tuition funding from Indigenous Services Canada (ISC).

12.2 The Board will not charge the Band a greater amount for the First Nation Students attending a School within the School District than the First Nation Student Rate, as determined annually by the Ministry of Education.

12.3 For greater certainty, the Parties agree that the Band is responsible only for Tuition Funding received from Indigenous Services Canada for the Tuition Fees of the Band's students according to the approved First Nations Student Rate and approved Nominal Roll. If the Ministry of Education has deducted from the Board, more money than Indigenous Services Canada (ISC) has funded the Band, the Band agrees to work with ISC and the School District to ensure the accurate funding has been billed, funded and paid. First Nation Students enrolling in more than eight (8) courses will be allowed to claim in excess of 1.0 Full Time Equivalent (FTE). For example, one (1) additional course equals four (4) credits, is equal to 0.125 FTE. Unless otherwise agreed, the Band will not be responsible for paying any amounts for which it does not receive funding from ISC, or which exceeds the First Nation Student Rate.

12.4 The Parties agree the September 30th Nominal Roll enrolment will be verified by:

a) the Band; and

b) the Secretary-Treasurer of the Board or designate.

12.5 The Parties agree that Tuition Fees payable for each School Year shall be paid by the Band to the Board according to the following schedule and based upon the September 30th Nominal Roll figures and the most current eligible tuition fee rate:

a) 10% - On or before October 31st annually, the Board will invoice the Band for 10% of the Tuition Fees payable;

b) 30% - On or before December 31st annually, the Board will invoice the Band for 30% of the Tuition Fees payable;

14.1.3 Assessment and evaluation services for students of the Band School who will be transferring to or graduating and attending District schools; and,

14.1.4 The expertise of the district's Purchasing Department to one representative designated by the Band.

14.2 Access to School District Activities

14.2.1 The Board will encourage the Kamloops Thompson Teachers Association, the Canadian Union of Public Employees Local 3500, and the Kamloops-Thompson Principals and Vice Principals Association to extend an invitation to the Band Schools to participate in appropriate professional meetings, conferences, and training sessions.

14.2.2 The Board will invite Band Schools to participate in mutually agreed upon extra-curricular activities.

14.2.3 When possible, the Board and the Band School will encourage the mutual use of resource materials to enhance cultural and educational development of students and staff.

14.2.4 When agreed to by the Board and the Band Schools, a secondment or exchange of teachers and/or other instructional staff may be arranged.

14.3 Student Orientation

14.3.1 The Board will develop an orientation program for Nominal Roll Students enrolled or transitioning in District Schools or transferring to schools in the School District.

14.4 Access to First Nations Activities

14.4.1 The Band will communicate activities, where School District Staff and Students may be invited to participate.

14.5 Transportation

14.5.1 The Board will provide appropriate transportation consistent with Board Policy No .17 for all Nominal Roll Students who attend a public school within their catchment area or who are attending Alternate Education Programs.

14.5.2 The Board and the Band will work together and take all reasonable steps to find enhanced transportation solutions beyond that generally provided to all students to meet the specific needs of Nominal Roll Students attending schools of choice located outside their catchment area.

14.5.5 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 to respond to any such changes.

15.0 Transfer of Students

15.1 Reciprocal transfer of students between Band Schools and District Schools will be discouraged after September 30, unless it is in the best interests of the Student.

15.2 The Board will discourage Nominal Roll Students from transferring to other District Schools, unless it is in the best interest of the Student.

16.0 Reporting and Monitoring

16.1 The Board will prepare and deliver progress reports to the Band during each School Year in respect of its obligations under this Agreement and the progress achieved toward the shared objectives set out in Section 3 as follows:

16.1.1 a mid-year completed at approximately the half-way point in the year;

16.1.2 a final report completed at the end of the school year.

16.2 The content of the reports referred to in Section 16.2 will be as follows:

16.2.1 The number of students covered by this Agreement and their programs (eg. academic, modified, adapted, work experience);

16.2.2 Attendance rates, graduation rates (Dogwood and school completion), student retention data by grade, Ministry Designations, suspensions, academic achievement results for K-7 students, district assessments, provincial assessment results;

16.2.3 The number of teaching and non-teaching staff working directly with Nominal Roll Students;

16.2.4 Measures used to track Nominal Roll Students and program performance; and,

16.2.5 Other data related to Nominal Roll Students agreed to by the Board and the Band.

16.3 School Staff and Band Education Staff will meet as reasonably required, but in any case at least once per term, to discuss the performance of and support for individual Nominal Roll Students. These performance meetings will happen at schools. The Board and the Band will cooperate to set meeting dates in advance, so that members of the School Staff and Band Education Staff have reasonable notice.

16.4 The Board and the Band agree to monitor and address the over-representation of Nominal Roll Students in the Alternate Education Programs and non-academic streams as follows:

16.4.1 The Board will cause School Staff to maintain an up-to-date list of Nominal Roll Students who are enrolled in Alternate Education Programs, IEPs, SPs and non-academic Educational Programs and to provide such information to the Board.

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

SIGNED: On behalf of the Band

Chief/Kúkpi7 Rosanne Casimir — Witness

SIGNED: On behalf of the Board

BOARD OF EDUCATION — Date: APR. 13, 2021

SCHOOL DISTRICT NO. 73 (Kamloops - Thompson)

Rhonda Kershaw, Chair — Witness

SCHOOL DISTRICT NO. 73 (KAMLOOPS-THOMPSON) — Date: APR. 13, 2021

SCHOOL DISTRICT NO. 73 (Kamloops - Thompson)

Kelvin Stretch, Secretary-Treasurer — Witness