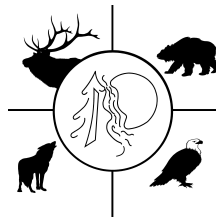


## LOCAL EDUCATION AGREEMENT



**SCHOOL DISTRICT #58 (NICOLA-SIMILKAMEEN)**

**And**



**COLDWATER INDIAN BAND**



**NOOAITCH INDIAN BAND**



**SHACKAN INDIAN BAND**

Effective Date: June 31, 2013 to July 1, 2016

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**SCHOOL DISTRICT #58 (NICOLA-SIMILKAMEEN)  
LOCAL EDUCATION AGREEMENT**

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**BETWEEN:** The Coldwater Indian Band, Nooaitch Indian Band and Shackan Indian Band as represented by its Chief and Councils and having an office as per Section 19.0 of this agreement.

(Hereinafter referred to as the "Band(s) ")

**OF THE FIRST PART**

**AND:** The Board of Education of School District #58 (Nicola-Similkameen), a Corporation constituted pursuant to Section 85 of the *School Act* and having an Office as per Section 19.0 of this agreement.

(Hereinafter referred to as the "Board")

**OF THE SECOND PART**

*"We, the undersigned, acknowledge that forty-one percent (41%) of the students enrolled within School District #58 (Nicola-Similkameen) are of Aboriginal ancestry. We also acknowledge that thirty-five percent (35%) of those Aboriginal learners are not experiencing school success. We state our intention to work together within the mandates of our respective organizations to improve school success for Aboriginal learners."*

*British Columbia schools have not been successful in ensuring that Aboriginal students receive a quality education, one that allows these students to succeed in the larger provincial economy while maintaining ties to their culture. Recognition of this problem led to the signing of the first Local Education Agreement in 1989 and the Memorandum of Understanding in 1999, signed by the Chiefs Action Committee, the provincial Minister of Education, the federal Minister of Indian and Northern Affairs, and the President of the BC Teachers Federation, that led to the framework for the creation of Enhancement Agreements.*

**WHEREAS:** The Band(s) and School District #58 recognize the inherent right to a fair and equitable education and are mutually committed to the goal of academic excellence and personal success of First Nations' students.

**WHEREAS:** The parties' objective is to work collaboratively to establish a positive strategy which provides measureable outcomes that maximize success.

**WHEREAS:** The Band(s) Council, as the legitimate government of the Band(s), or its designate, has the authority and responsibility for the education of its members within the traditional Nt̓eʔkepmx territory.

**WHEREAS:** The Band(s) and the Board are entering this agreement to set out terms and conditions regarding the purchase of educational services by the Band(s) from the Board and the process by which the Band and parents will be involved in the education of their children.

**WHEREAS:** The Aboriginal students currently make up over forty-one percent (41%) of the School District student population and there is less than 7% Aboriginal teachers hired within School District No. 58.

**WHEREAS:** It is recognized that this Agreement where applicable will be governed by and construed in accordance with the laws in force in the Province of British Columbia and pursuant to the School Act,

**WHEREAS:** The Board has the authority under the School Act to enter into an agreement with respect to the education of Band(s) students with Chief and Council of the Band(s), as defined in the Indian Act (Canada),

**WHEREAS:** The Board is the legislated authority relating to the governance and operation of the public schools, school personnel and students as per the School Act 1996 and as may be amended from time to time,

**And WHEREAS:** The Board and Band(s) intend to provide education programs and other educational services for Band(s) children resident within the School District No. 58 which are appropriate to Nt̓eʔkepmx cultural and linguistic heritage and a continuing source of satisfaction for both the Band(s) and Board.

## THEREFORE, THE PARTIES AGREE AS FOLLOWS:

### 1. Definitions

- 1.1. **“Aboriginal Advisory Council (AAC)”** means the appointed representative(s) as established pursuant to Appendix A.
- 1.2. **“Aboriginal Affairs and Northern Development Canada (AANDC)”** means the Federal Department of Aboriginal Affairs and Northern Development, formerly Indian and Northern Affairs Canada.
- 1.3. **“Aboriginal Enhancement Agreement”** (AEA) is the working agreement between the Board, all local Aboriginal communities, and the Ministry of Education designed to enhance educational achievement of Aboriginal students. The Aboriginal Enhancement Agreement is not a replacement for the Local Education Agreement.
- 1.4. **“Aboriginal Students”** There are three groups of students included in the Aboriginal community: First Nations (status and non-status, on and off reserve), Metis and Inuit.
- 1.5. **“Additional Funding”** means any funding other than block grant funding from the Ministry of Education transferred to School District #58 used in support of Aboriginal educational programs.
- 1.6. **“Achievement Contract”** means a public statement of commitment by a Board to improve success for each student in the District as required by the School Act.
- 1.7. **“Band(s) Representative”** means the person appointed by the Band(s).
- 1.8. **“Block amount”** means the student block amount of funding allocated by the Minister of Education to the Board for a school year, or such other funding system provided under the School Act as may apply from time to time.
- 1.9. **“Cultural Heritage”** means the customs, traditions, art, knowledge, values, beliefs, and language including the intangible, tangible and spiritual aspects of the Nte?kepmx and the Syilx.
- 1.10. **“Cultural safety”** is an outcome of education that enables Cultural Heritage to be presented in a safe, respectful and acceptable manner.

- 1.11. **“Educational Program”** means an organized set of learning activities that, in the opinion of the Band(s) and Board, is designed to enable First Nations learners to develop their individual potential and, to acquire the knowledge, skills and attitudes needed to contribute to a healthy society and sustainable economy while demonstrating respect for the natural environment, culture and community.
- 1.12. **“First Nations Student”** refers to a student who is eligible to be on the Nominal Roll and for whom the Band(s) receives tuition funding from AANDC.
- 1.13. **“First Nations Support Worker (FNSW)”** refers to the positions created out of Targeted Funding for the benefit of First Nations and Aboriginal students.
- 1.14. **“Individual Education Plan (IEP)”** means a documented plan, developed for a student identified with special needs, that describes individualized goals, adaptations, modifications, the services to be provided, and includes measures for tracking achievement. (See Appendix D)
- 1.15. **“Local Education Agreement (LEA)”** means this agreement between the Board and Band(s).
- 1.16. **“Ministry”** refers to the BC Ministry of Education;
- 1.17. **“Nominal Roll”** means the annual census provided to AANDC, as of September 30<sup>th</sup> of status students living on reserve and attending elementary/ secondary school in School District No. 58.
- 1.18. **“Nt̓eʔkepmxcin”** is the Aboriginal language for the Nt̓eʔkepmx.
- 1.19. **“Nt̓eʔkepmx”** is the Aboriginal name for Nt̓eʔkepmx.
- 1.20. **“Nsyilxcn”** is the Aboriginal language for Syilx.
- 1.21. **“Parent(s)”** means (a) individual(s) who has/have guardianship or custody of the student or child, other than a 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 or child's education, or (b) the person who usually has the care and control of the student or child.

- 1.22. **“Principal of Aboriginal Education”** means the administrative position, created from targeted dollars, to advocate for Aboriginal students and education. (See Appendix C for the full job description).
- 1.23. **“Second Count”** means a Provincial count of eligible Aboriginal students attending elementary/secondary school taken after February 1<sup>st</sup>.
- 1.24. **“School Based Team”** is an on-going team of school-based personnel including at times, First Nations staff and parents and/or students that develops and implements support strategies to assist the classroom teacher in meeting the student's needs. Members of the school based team should be chosen based on their ability to provide information or support the student's program, which may include local First Nations agencies/education coordinators. The team has a formal role to play as a problem-solving unit in assisting classroom teachers to develop and implement instructional and/or management strategies and to co-ordinate support resources for identified student(s).
- 1.25. **“School District”** means the area constituted under the School Act as School District #58 (Nicola-Similkameen).
- 1.26. **“School Year”** means the twelve (12) month period commencing July 1<sup>st</sup> and ending on June 30<sup>th</sup> of the following calendar year.
- 1.27. **“Scw'exmx”** is the Ntɛʔkepmx name for People Of The Creek and Nicola People.
- 1.28. **“Scw'exmx Language Authority”** is a designated body of Ntɛʔkepmx fluent speakers who conduct Ntɛʔkepmxcin activities including the following:
- 1.28.1. Consult and collaborate with the respective communities on language and culture.
  - 1.28.2. Develop community language resources and other language promotion, retention, maintenance and revival activities.
  - 1.28.3. Certify Ntɛʔkepmxcin teachers through the BC Ministry Teacher Regulation Branch.
- 1.29. **“Special Programs”** means a program for a student who has a disability of an intellectual, physical, sensory, emotional or behavioral nature, has a learning disability or has exceptional gifts or talents. Individual Education Plans will be developed for identified students within the various Ministry categories and the parent is a participant in this process.

- 1.30. **“Student Success”** See Appendix F for a full list of suggested indicators of student success.
- 1.31. **“Syilx”** means the Aboriginal name for the Syilx.
- 1.32. **“Targeted Funding”** means the funding provided to the Board by the Ministry of Education targeted for school age students of Aboriginal ancestry participating in Aboriginal Education Programs and Services offered by public schools, and which must be spent on the provisions of these programs and services. For greater certainty, funded Aboriginal Education and Services must be in addition to any other programs and services for which an Aboriginal student is eligible, including provincial base funding, English Language Learners, and Special Education Funding. Targeted Aboriginal Education Funding must not be used for the delivery of provincial curriculum.
- 1.33. **“Tuition Funding”** means the core funding received by the Board from the Band(s) through AANDC for the education of Band(s) students in the School District as per the Nominal Roll at block rates established by the B.C. Ministry of Education.

## 2. Guiding Principles

Within an atmosphere of mutual respect and equality, it is the intention of both the Band and Board of this LEA to be guided by the following principles:

- 2.1. First Nations learners have a right to quality education that reflects and respects the First Nation's language and culture with a local focus.
- 2.2. First Nations learners have a right to feel safe at school, including safety from racism (students and staff), indifference, bias, marginalization, bullying and stereotyping.
- 2.3. Positive experiences for children in early learning, pre-school and kindergarten contribute to a strong foundation for success throughout their school years.
- 2.4. There must be high expectations of First Nations learners and their achievement levels.
- 2.5. Respect for the First Nation's unique language, culture and history, and genuine efforts at achieving cross-cultural awareness and bridging, are fundamental for ensuring a safe, tolerant, respectful and appropriate learning environment.



- 2.6. First Nations learners must be provided an education that ensures that they are confident in their self-identity, in their knowledge of themselves, their families, their communities and their traditional values, languages and cultures.
- 2.7. First nations learners must learn the skills and knowledge needed to thrive in contemporary society, including the technological capacity required in the 21<sup>st</sup> Century.
- 2.8. First Nations learners must receive an education that will allow them to access any opportunities they choose, including a range of higher learning, employment and life choices.
- 2.9. Maximizing and evolving the educational opportunities and benefits, and promoting success, for First Nation student will occur through regular and ongoing engagement between the Board and Bands, and particularly with:
  - 2.9.1. Parents, elders, and other community members.
  - 2.9.2. Other educational stakeholder groups within the School District, including teachers, administrators and support staff.
- 2.10. School policies and learning environment will be respectful and will promote a greater understanding among staff and students of local First Nation culture, language values, and traditions.
- 2.11. Curriculum, materials and resources will meaningfully reflect the First Nation's culture, values, language and traditions as approved by the Band(s).
- 2.12. The effectiveness of this Agreement will be enhanced through regular joint reviews focused on identifying and implementing opportunities for improvement.

### **3. Board Responsibilities and Commitments**

The Board agrees to:

- 3.1. Enroll and provide to First Nations students an educational program in accordance with the School Act and Regulations and orders there under, as amended from time to time.
- 3.2. Assist First Nations students to achieve success at, or above the provincial average.

- 3.3. Provide access and opportunity to First Nations students in a manner consistent with Board practices for all students enrolled in education programs in the school district and to continue to strive towards success in educational programs for First Nations students.
- 3.4. Work to provide the maximum educational opportunities and benefits for First Nations students through regular ongoing consultation with the Band(s).
- 3.5. Include curriculum materials that deliver a greater understanding and knowledge of and appreciation for the history and cultural heritages of the diverse First Nations' people in British Columbia.
- 3.6. Prioritize Nt̓eʔkepmxc̓in language and cultural heritage within the School District programs.
- 3.7. Supports the ongoing development and implementation of Nt̓eʔkepmxc̓in programs and services subject to viable enrollments and certification of Nt̓eʔkepmxc̓in instructors.
- 3.8. Counsel First Nation students to enroll in programs that give them the academic credentials to proceed to post-secondary education.
- 3.9. Provide continuous, open and appropriate communication with Band(s) representatives regarding student support, soliciting family support and any other topics relating to education of First Nations students in both curricular and extra-curricular activities. Freedom of Information requires that the parent(s) agree to release information pertaining to their child before such information will be provided to the Band(s) representatives. (See Appendix B: Communication Protocol).
- 3.10. Support the use of Aboriginal targeted funds for on reserve tutoring programs that may include the provision of learning resource materials, services and activities.
- 3.11. Promote the active participation and involvement of parents, *Elders, and other members of the Band(s)* in the teaching and learning of Nt̓eʔkepmxc̓in.
- 3.12. To support the Aboriginal Advisory Council (AAC), and its mandate.
- 3.13. Ensure that the progress of First Nations students is monitored and reported to parents and aggregately reported to the Band(s).

#### **4. Band(s) Responsibilities and Commitments**

Band(s) agrees to:

- 4.1. Provide continuous, open and appropriate communication with Board representatives and staff regarding student support and any other topics related to educating First Nations student.
- 4.2. Foster and promote the importance of education, including school attendance and participation, within the First Nations communities and in the homes of its members, including parents, children and elders.
- 4.3. 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 (e.g. course planning, attendance, parent clubs, and other committee processes) and School District or school activities.
- 4.4. Bring to the attention of, and educate, the Board, teachers and other School District personnel about any cultural protocols that will assist in creating a culturally sensitive learning environment (e.g. recognizing First Nations' traditional territory in School District literature, events and functions; and communicating protocol when Elders are involved in programs).
- 4.5. Promote and provide opportunities for the Board, teachers and other School District personnel to attend community events hosted by the Band(s).
- 4.6. Provide the Board with lists of resource people having expertise in First Nations cultural, language, educational, government, economic and health issues.
- 4.7. Pay the Board the tuition fee received from the federal government, subject to receiving tuition funding from AANDC as agreed to and set out in this Agreement.
- 4.8. Actively participate with the Board through an agreed Budget process.
- 4.9. Actively participate in monitoring and providing feedback on the School District's Achievement Contract.

- 4.10. Work to provide the maximum educational opportunities and benefits for First Nations students, so they can achieve success at, or above the provincial average, through regular ongoing consultation with the Board.
- 4.11. Support the Aboriginal Advisory Council and its mandate.
- 4.12. Promote the active participation and involvement of parents, the Local Language Authority, other language experts, and the Band(s) membership in the teaching and learning of the Nte?kepmxcin.

## **5. Goals and Objectives**

The parties agree to work diligently with First Nations students and families:

- 5.1. To improve the academic, emotional, social, and physical success of First Nations students.
  - 5.1.1. Increase the percentage of students enrolled in and receiving a Dogwood Graduation Program that leads to post-secondary institute and/or the ability to gain immediate and meaningful employment.
    - 5.1.1.1. Assess the educational needs of those students to achieve a quality academic and culturally relevant education.
    - 5.1.1.2. Provide skills of self-sufficiency and responsibility to students.
    - 5.1.1.3. Provide the skills they need to thrive and succeed in contemporary society including 21<sup>st</sup> century technological skills.
    - 5.1.1.4. Objective: See "Definition of Student Success" in Appendix F for a suggested list of indicators.
    - 5.1.1.5. To minimize the number of early school leavers.
  - 5.1.2. Prevent the intentional or unintentional "streaming" of First Nations.
- 5.2. To create a safe, tolerant, respectful and appropriate learning environment at all levels of the school system to maximize learning opportunities for First Nations students.
  - 5.2.1. Recognize that the schools operate within traditional Nte?kepmx and Syilx territory.

- 5.2.2. Acknowledge that the Nte?kepmx and Syilx cultural heritage, language and history will take precedence over other Aboriginal languages, cultural heritage and history in school activities and events.
- 5.2.3. Provide regular Nte?kepmx cultural safety awareness training for all staff.
- 5.2.4. Invite and support parents and community groups to participate in cultural awareness activities.
- 5.3. Provide educational programs to students which build confidence in their knowledge of themselves, their families, their communities, and their cultural heritage;
  - 5.3.1. Promote positive First Nations role models by actively collaborating with Band(s), Elders and other First Nations resource people.
  - 5.3.2. Utilize identified language and cultural resources designated by the appropriate authority (e.g. Local Language Authorities) to assist teachers in development and delivery of curricula to enhance learning.
  - 5.3.3. Provide the schools with lists of resource people having expertise in Nte?kepmx language, cultural heritage and education.
  - 5.3.4. To collaborate in the development and increased delivery of accurate Nte?kepmx curricular components.
- 5.4. To enable cultural-bridging amongst all students and staff.
  - 5.4.1. Provide access to appropriate resources and facilities to support communication and/or meeting with students, staff and parents.
  - 5.4.2. Provide training to teachers in regard to cultural safety.
  - 5.4.3. Provide instructional services in a culturally safe manner.
- 5.5. To increase the number of local First Nations teachers so that the number is more reflective of, but not limited to the makeup of First Nations students.
  - 5.5.1. Develop and implement a Hiring, Recruitment and Retention Plan (Appendix F).

5.6. Ensure that each First Nations student is in a program appropriate to his/her needs and abilities.

5.6.1. To create awareness among students, parents, community members, counselors, and teachers on how course selection impacts the First Nations students' future opportunities.

5.6.2. Provide accurate information and assistance to students in meeting the requirements for the post-secondary programs or job opportunities of their choice.

5.6.3. Complete an Individual Education Plan (IEP) for vulnerable and high-risk learners in accordance with Special Education Services, A Manual of Policies Procedures and Guidelines <http://www.bced.gov.bc.ca/specialed/sid/10.htm> (June 2008).

The Parent Handbook can be found at:

[http://bccpac.bc.ca/sites/default/files/resources/individual\\_education\\_plan\\_guide2010.pdf](http://bccpac.bc.ca/sites/default/files/resources/individual_education_plan_guide2010.pdf).

IEP documents should be understood by and made available to the parent/s. The IEP must be signed by the parent/s prior to its implementation.

## **6. Reporting**

The Board shall prepare an annual report under this LEA and present that report to the Band(s). The report shall aggregate Band evidence of the following by June 15<sup>th</sup> of each school year in accordance with the Freedom of Information Act.

6.1. The Board's Annual Report shall include but not be limited to:

6.1.1. Number of students (First Nations, Aboriginal and Non-Aboriginal).

6.1.2. First Nations student data as obtained through surveys such as Fluid Survey.

6.1.3. First Nations student attendance by primary, intermediate and secondary levels, suspension data, and transition data.

6.1.4. Number of students in specialized programs such as, but not limited to, apprenticeships, French immersion, and alternate programs.

- 6.1.5. First Nations students enrolled in the Dogwood Certificate and Evergreen Certificate programs.
- 6.1.6. Financial report/statements on the tuition funding, targeted funding, additional funding and special education funding as it relates to Aboriginal students.
- 6.1.7. Number of staff employed using the targeted funds, including their duties and responsibilities.
- 6.1.8. The ratio of First Nations students to First Nations personnel employed in the School District.
- 6.1.9. Student awards (e.g. Graduation Bursaries and Scholarships).
- 6.1.10. Other documents/evidence in support of the Goals and Objectives (Section 5.0).
- 6.2 Copies of the Support Workers' Newsletter will be distributed to all Aboriginal Advisory Council (ACC) members.
- 6.3 With parent permission, the Board will share individual student information with the Band(s) (ie academic achievement, attendance, citizenship).

## **7. Parental Rights**

As per the *School Act*, the parent of a student of school age attending a school is entitled to:

- 7.1 Be informed in accordance with the orders of the Minister, of the student's attendance, behavior and progress in school.
- 7.2 Request either the School Plan from the school and/or the Achievement Contract from the School District.
- 7.3 Participate to a Parents' Advisory Council (PAC) as established under the *School Act*.
- 7.4 Consult with the teacher or administrative officer with respect to the student's educational program.

- 7.5 Request a change in the student's Individual Education Plan. If such a request is made, the IEP and the student's progress will be reviewed and provided to the parent in written form and if necessary with the presence of a First Nations advocate.
- 7.6 Permit the release of student records to the Band(s) subject to any applicable privacy legislation.

## **8 Discipline**

- 8.1. Discipline related to First Nation students shall be in accordance with the School Act and Regulations, the School's Code of Conduct, and the Board's Appeals.
- 8.2. Recognition will be given to the First Nations' values/practices placed upon the traditional processes of discipline (ie. advocates, restorative justice, healing circle).
- 8.3. Each school's principal shall communicate the school's Code of Conduct in September with the Band's representative.
- 8.4. A team approach will be used when dealing with disciplinary issues involving First Nations students (may include but not limited to: FNSW(s), Band Reps, community agencies, school counselors, parent advocates).
- 8.5. With parental consent, the Band's representative shall be notified of potential disciplinary action and all correspondence related to student discipline by the school-based principal.

## **9. Cultural Heritage Awareness**

- 9.1. The Board and Band/s shall encourage schools to utilize a fair and equitable representation of Elders, First Nation resource personnel and professionals to present cultural workshops, ceremonies, and events to teachers and/or students.
- 9.2. Due recognition will be given to First Nations' events which reflect the sustenance, spiritual or ceremonial practices of the Band(s). If absences occur, the First Nations student will be granted an excused absence. Prior to the absence, the student/parent will be responsible for obtaining and completing work taught during their absence.



- 9.3. Where possible the Board will cooperate with Band(s) and relevant employee groups to deliver professional development day activities for all educational staff working with Band(s) students.

## **10. Hiring Process**

- 10.1. Band(s) representatives on the AAC will be part of the hiring committee similar to other stakeholder groups for the following positions; school/district principals in the Nicola-Valley, Superintendent of Schools, Assistant Superintendent and Secretary Treasurer.
- 10.2. Band's representative of the AAC will be invited to participate in the hiring process for all employees, funded by targeted dollars, as referred to in Appendix C and other positions as may be agreed to by the parties from time to time.

## **11. Curriculum Development and Delivery**

- 11.1. The Board recognizes that the Nl̓eʔkepmx and Syilx are the rightful owners of their respective language and cultural heritage.
- 11.2. The Board recognizes that SD #58 (Nicola-Similkameen) operates in traditional Nl̓eʔkepmx and Syilx territory and the Nsyilxcin and Nl̓eʔkepmxcin languages, cultures and history will take precedence over other Aboriginal cultures.
- 11.3. Copyright property for created curriculum will remain with the developer. The copyright for curriculum funded through targeted or district dollars will be given to the AAC.
- 11.4. Any curriculum developed jointly by the Band(s) and the Board, or the Band(s) and the AAC cannot be used outside the School District without prior written approval of the Band(s).
- 11.5. The parties will work together to access funds to improve and promote existing cultural heritage and language curricula and develop new curricula in First Nations studies, language, literature, history, social studies and fine arts, as well as introduce more culturally relevant materials and activities in appropriate subject areas, for all students.
  - 11.5.1. This includes the promotion and provision of opportunities for the School District staff to access training in First Nations learning styles and cross-cultural awareness.

- 11.6. On written request, curriculum for Nte?kepmxcín and Nsyilxcn copyrighted by the AAC will be made available to the Band(s).
- 11.7. In Accordance with the School Act on the provision of an Indian language program, the Board shall, if an instructor/s is available, provide instruction in the Nte?kepmxcín and/or Nsyilxcn.
- 11.8. The recognized local Language Authority(s), (e.g. Scw'exmx Language Authority), will be involved in the language curriculum development.

## **12. Communication**

- 12.1. The Board and the Band(s) will adhere to the agreed upon communication protocols. See Appendix B (Communication Protocol).
- 12.2. The Board will provide to the Bands and AAC members copies of the School District Policies, Achievement Contracts, plans including but not limited to School Growth Plans, and "How Are We Doing Reports".
- 12.3. The LEA Committee will meet no later than June 30<sup>th</sup> of each school year to monitor and evaluate the LEA. The purpose of the meeting is to analyze, improve and support the education program for First Nation students as well as to deal with any general concerns arising at the schools.

## **13. Financial and Tuition Payment**

- 13.1. Subject to this Section, the Band shall pay to the Board an annual student full-time enrollment tuition fee as per the First Nation Billing Rate for each student defined in the nominal roll, who is enrolled in an Educational Program in the District as of September 30<sup>th</sup> of each year, and for whom the Band has received tuition funding from AANDC.
- 13.2. For billing purposes, enrolment in the School District as of September 30<sup>th</sup> of a school year shall reflect current Ministry and AANDC policies.
- 13.3. Enrolment figures for the nominal roll(s) shall be certified and approved by the Band (or designate) in conjunction with the Secretary Treasurer (or designate) and verified by AANDC.
- 13.4. The annual tuition fee for each student shall be the amount specified in the First Nation Billing Rate. The Parties agree that, based on when the Band receives funding from AANDC, tuition fees payable for each

school year shall be paid by the Band to the Board according to the following schedule:

- 13.4.1. Sixty per cent (60%), based on the previous year's tuition fee and the September 30<sup>th</sup> Nominal Roll, payable on or before April 15<sup>th</sup>.
- 13.4.2. The remaining dollars of the eligible tuition fees, taking into account any necessary adjustment for past instalment payments, on or before June 30<sup>th</sup>.
- 13.5. In the case where a student withdraws or requests a transfer the Band and Board agree to collaborate in developing a plan that best meets the educational needs for that student. Any agreement requiring financial support for that student would take into account the percentage of tuition fee in relation to the remainder of the school year and the expenses already incurred.
- 13.6. The Band and the Board agree that additional services or programs not referred to in this Agreement may be provided by either Party, if the Band and the Board agree to the terms and costs for such service(s) or program(s).
- 13.7. In the event of a school closure, due to a labour dispute, the tuition fee will be equitably adjusted by agreement of the Board and Band(s). Any adjustment shall take into consideration the number of days of school closure and adjustments in funding made by funding sources to the Band and to the Board. It is the intention of the Board and Band(s) that any benefit will support students. Neither the Band nor the Board should benefit or lose financially as a result of a school closure.
- 13.8. During job action and with prior agreement between the Board and the Band(s) a work plan will be developed which will include a budget and support for students.

The Parties acknowledge that some obligations under this Agreement are dependent upon monies and resources being made available by entities other than the Band and the Board. If such monies and resources are not made available, either Party shall not be obligated to carry out the terms of this agreement that require such monies and resources.

#### **14. Access to Resources and Services**

- 14.1. The Board, consistent with Board Policy, will provide appropriate transportation for all Nominal Roll students who attend a public school.

- 14.2. Board resources and services such as, but not limited to, personnel to share ideas, providing workshops, professional development, and curricular information may be available to the Band. If necessary, costs may be negotiated between the Band and the Board.
- 14.3. Assist in the development of learning centres or tutoring programs on reserve that may include the provision of learning resource materials, services and activities.
- 14.4. The Band will inform the Board of educationally relevant activities which may be of interest to the Board.

## **15. Joint Educational and Capital Projects**

- 15.1. The Board and the Band(s) are encouraged to enter into joint educational projects in First Nations communities, subject to need, viable enrollments and adequate resources. This could include projects with a focus on enhancing student success and on maximizing the resources and facilities of each of the parties.
- 15.2. The Board agrees to inform the Band(s) of capital construction projects affecting the students.

## **16. Dispute Resolution**

If there is a dispute between the Board and Band(s) a resolution, fostering an improved, on-going and respectful relationship between the Parties, will be found in a reasonable and timely manner.

- 16.1. Where there is a dispute they agree to attempt, in a timely manner, to use any and all face-to-face meetings to resolve the dispute at the point closest to which the dispute first arose.
- 16.2. If a dispute is not settled in a timely manner, they shall establish a Dispute Resolution Committee to resolve the dispute as expeditiously as possible.
- 16.3. The Board and the Band(s) will each appoint one person to the Dispute Resolution Committee and those two members of the Committee shall appoint a third person, who shall be the Chair of the Dispute Resolution Committee.

- 16.4. When a dispute is under consideration by the Dispute Resolution Committee, the Committee shall determine the manner in which the Parties shall proceed to carry out their respective obligations under this agreement until the dispute is resolved.
- 16.5. Both the Board and the Band(s) will be provided an equal opportunity to present their case and related evidence to the Dispute Resolution Committee.
- 16.6. In accordance with *Freedom Of Information and Protection of Privacy Guidelines*, the Dispute Resolution Committee shall render a binding decision in writing to the Board and the Band(s) within twenty (20) business days of the conclusion of its proceedings.

## **17. Term of the Agreement**

Notwithstanding anything else in this agreement, This Agreement shall come into force on July 1, 2013 and shall terminate on June 30, 2016.

## **18. References**

- 18.1. Every reference to Band(s) will include the Chief and Council or any person designated by the Band(s) to act for or on its behalf with respect to any provision of this Agreement.
- 18.2. Every reference to the Board will include the Chair of the Board, or any person designated by the Board to act for or on its behalf with respect to any provision of this Agreement.

## **19. General Agreement**

- 19.1. This Agreement will ensure to the benefit of and binding upon the parties hereto and their respective successors and assigns.
- 19.2. All correspondence will be considered official provided it is delivered personally, by registered mail, facsimile or via email with corresponding "read receipt", addressed as attached;

**Band addresses:**

**Coldwater Indian Band**, PO Box 4600, Merritt BC, V1K 1B8

**Nooaitch Indian Band**, 181 Nawishaskin Lane, Merritt BC, V1K 1N2

**Shackan Indian Band**, 2160 Settler's Road, Merritt BC, V1K 1M9

**Board address:**

**SD #58 (Nicola-Similkameen)**, 1550 Chapman St., Merritt BC, V1K 1B8

**IN WITNESS WHEREOF** the parties have executed this Agreement as of the date first above written and signed by the duly authorized officers.

**SIGNED ON BEHALF OF THE  
COLDWATER INDIAN BAND:**

\_\_\_\_\_  
Lee Spahan, Chief

**SIGNED ON BEHALF OF THE BOARD:**

\_\_\_\_\_  
Gordon Comeau, Board Chair

**SIGNED ON BEHALF OF THE  
NOOAITCH INDIAN BAND:**

\_\_\_\_\_  
Joyce Sam, Chief

\_\_\_\_\_  
Witness

**SIGNED ON BEHALF OF THE  
SHACKAN INDIAN BAND:**

\_\_\_\_\_  
Percy Joe, Chief

\_\_\_\_\_  
Witness

## **APPENDIX A**

### **ABORIGINAL ADVISORY COUNCIL (AAC) TERMS OF REFERENCE**

#### Preamble

The AAC recognizes the importance of having Aboriginal students achieve success in the context of intellectual, human, social and career development. The local First Nation's language, cultural knowledge and history will form an integral part of the education system.

The AAC will work towards ensuring that relative and responsive programs and services for Aboriginal students are developed, implemented and evaluated. The AAC is committed to working collaboratively to increase the academic success of Aboriginal students, and to bring about positive educational outcomes for Aboriginal students, parents and communities.

#### Composition of the Council

The membership of the AAC will consist of:

- One representative of each of the six (6) local bands or designate
- One representative or designate from the Metis
- One representative or designate from the Conayt Friendship Centre
- One trustees or designate
- Superintendent or designate
- Secretary – Treasurer or designate
- Two school – based principals/vice-principals – one elementary and one secondary representative or designate

Each appointed representative has one vote. If the representative were absent that vote would be transferred to their designated alternate.

The District Principal of Aboriginal Education and Assistant Superintendent shall attend meetings of the AAC as a non – voting resource person. Other guests may be invited to attend but are not allowed to vote.

A quorum will be considered four (4) members of the Aboriginal communities and four (4) members from the School District are present.

Each party will encourage their AAC representatives or designate to attend these meetings.

#### Role of the Council

- a) To prepare and make recommendations to the School Board, for approval of an annual budget for the Aboriginal targeted dollars and/or additional funding.
- b) The AAC shall schedule four (4) meeting dates per school year. Those dates being the second Tuesday of the following months; September,

December, March, and June. The general purpose of these meeting will be:

- a. September meeting will be to establish the budget, review the yearly activities, outline the Ministry's directions, and if necessary be involved with the hiring/staffing.
  - b. December meeting will be an update and review of the programs, yearly activities and funding.
  - c. March meeting will be an update and review of the programs, yearly activities and funding.
  - d. June meeting will consist of a year-end review of the current year and a preliminary approval of the next year's budget.
  - e. Meetings will be held 9 am to noon.
  - f. If necessary 'Special Meetings' may be called.
- c) The Secretary – Treasurer will make a detailed presentation to the AAC on its preliminary budget at the June meeting.
- d) To recommend improvements to learning environments in the school system, so that students of Aboriginal heritage gain maximum benefits from their formal education.
- e) To facilitate the development and implementation of local First Nations culture and language education programs.
- f) In accordance with the Ministry of Education's direction, assist in the development of programs that will increase the awareness and appreciation of all Aboriginal people and culture within the School District; with the focus being on the local First Nations peoples' history, culture, beliefs, and arts.
- g) In accordance with the LEA, and other partner groups, be part of the hiring process for positions that are specifically directed at Aboriginal students.
- h) To participate in the development of job descriptions, roles, evaluation process, expectations, and review the activities of all positions funded by targeted dollars and/or additional dollars as it relates to Aboriginal students.
- i) When necessary, community partners may be invited to attend the AAC and provide input and support to the programs being developed.



### Term

The AAC shall undertake a review of its terms of reference every two years with the first review to take place by June 2015. The terms of reference may be amended at any time during the two years, based upon consensus of the AAC.

**APPENDIX B**  
**Communication Protocol**  
**(UNDER DEVELOPMENT)**

## APPENDIX C

### Positions Funded Through Aboriginal Targeted Dollars

#### PRINCIPAL OF ABORIGINAL EDUCATION

##### 1. Ministry Level

- a. Assist with the data collection related to completion of Ministry form 1701, confirming initial student identification and the echo reports. This process is the priority in September, involving contact with all school administrators and Bands to confirm the student identification.
- b. Assist district staff with obtaining information and data as requested by the Ministry.

##### 2. District Level

- a. Maintain regular contact with the Superintendent (or designate) regarding District Aboriginal Programs.
- b. Serve as a district resource person, maintaining contact with community, provincial, and Aboriginal agencies, and district staff in relation to Aboriginal programs.
- c. Have regular contact with, and provide support to, the Aboriginal teachers and First Nations Support Workers, including chairing regular meetings.
- d. Meet with the Secretary-Treasurer, (or designate) when required, regarding funding of Aboriginal Programs.
- e. Carry out duties as per the Local Education Agreement and provide follow-up on directives of the Aboriginal Advisory Committee.
- f. Serve as the district representative on various committees.
- g. Monitor Student Support Programs.
- h. Support implementation of the District Aboriginal Language/Cultural programs.
- i. Promoting Aboriginal curriculum, Nl̓eʔkepmxcín, Nsyilxcn, reporting to the AAC, advocating for employment equity, and the promotion of academics.
- j. Perform other duties as directed by the Superintendent of Schools (or designate).

##### 3. School-based Level

- a. Maintain contact with Principals and Vice-principals.
- b. Supervise the Aboriginal teachers and the First Nations Support Workers.
- c. Provide direct support to the Aboriginal teachers, First Nations Support Workers, students, and parents/guardians in emergency situations.

#### **4. Community Based Level**

- a. Increase Aboriginal voice through maintaining contact with Band Education Coordinator/Representatives and local community organizations.
- b. Maintain regular contact with contract services in School District #58 (Nicola-Similkameen).
- c. Ensure effective use of resources to promote accurate knowledge of local First Nations language, culture and history for all students.

DRAFT: January 9, 2014

## **APPENDIX C (Continued)**

### **FIRST NATIONS SUPPORT WORKER**

This program takes a diverse and stimulating approach to:

- Advocacy support;
- Communication;
- Tutoring; and,
- Cultural education.

The following are guidelines for First Nations Support Workers to use. These are not meant to limit the roles and objectives the support worker. This guide will enable the support worker, under the direction of the principal, to provide the necessary services Aboriginal Ancestry students may require.

#### 1. Advocacy Support

- Be observant of students who may require assistance based on previous years experiences;
- Maintain communication with students, school counsellors, teachers, and administrators;
- Make yourself readily available to all stakeholders (students, parents, school staff) who may require you to be flexible with your schedule;
- Be aware of the general well being of students.
- Liaise with school career counsellor and student to ensure educational options are known.
- Act as an advocate for the education of the student while keeping in mind the expectations of the student, the parents, and the school.

#### 2. Communication

- Establish a list of Aboriginal Ancestry students and provide orientation to students new to the school;
- In consultation with the administrator, send a letter home in September, outlining your roles and objectives, and the programs offered in your school;
- Provide a positive and visible role model for all students in the school;
- Make personal contacts with parents/guardians as required, with the timing to be determined after consultation with the classroom teacher and administrator;
- Establish contacts with Bands, the Friendship Centre, and community organizations, as required, and on a monthly basis with a newsletter;
- Maintain communication with other First Nations Support Worker's;

- As requested, participate in I.E.P. planning and school based team meetings with Special Education Teachers and counsellors;
- Plan and assist in the delivery of community workshops, as requested by the band's education co-ordinator and the school administrator.
- Liaise between the District and greater First Nations Community including attending Band meetings as required.

### 3. Tutoring

- Provide students, parents, and teachers with the necessary information on tutoring resources available;
- As required, assist teachers in class with students requiring additional assistance.

### 4. Cultural Education

- As requested, assist teachers/school/district in planning and delivering cultural programs.
- As requested, arrange to have resource people visit your school.

Also included in these roles and responsibilities are, in consultation with the Principal of Aboriginal Education, any other duties as identified by the school-based administrator.

DRAFT: January 9, 2014

## APPENDIX D

### Individual Education Plans

Students with special needs who are receiving ongoing special education service require an Individual Education Plan (IEP). This plan is a concise and usable document, which summarizes the student's educational program. The IEP should be implemented and reviewed/updated at least annually. Its development should be seen as a dynamic, ongoing process.

#### IEPs:

- are written records of planning prepared with input from students, parents/guardians, school personnel and other service providers, i.e., preschool staff.
- describe students' current learning, strengths, styles and needs, and identify appropriate goals.
- help in determining the degree of intervention needed.
- describe individual team members' responsibilities.
- provide coherent plans for student learning and service needs.
- should include planning for students' transitions.
- assist in determining criteria for evaluation.
- help in determining how well students are meeting their goals, and form the basis of reporting students' progress.

(Reference: [Special Education Services](#), A Manual of Policies, Procedures and Guidelines; Retrieved from: <http://www.bced.gov.bc.ca/specialed/sid/10.htm>; June 22, 2008)

**An adapted program** retains the learning outcomes of the prescribed curriculum, but adaptations are provided so the student can participate in the program.

These adaptations can include:

- Alternate formats (For example Braille, books-on-tape)
- Instructional strategies (For example use of interpreter, visual cues, and aids)
- Assessment procedures (For example oral exams, additional time)

How do teachers report to parents about a student on an adapted program? (\*)

- Students on adapted programs are assessed using the standards for the course/program and can receive full credit for their work. Letter grades are assigned when a student's course/program is adapted. School personnel should document the adaptations provided for the student. Students who have an adapted program can still graduate from high school with a BC Dogwood Certificate.

**A modified program** has learning outcomes that are substantially different from the prescribed curriculum, and specifically selected to meet the student's special or unique needs. The School Psychologist must be consulted prior to a student being placed on a modified IEP for the first time. For all students, the appropriate Parent Consent Form must be completed prior to placement on a modified IEP and re-signed by parent every school year that the student remains on a modified program. For these students specific individual goals and objectives will be established for the student and documented as part of his or her IEP. Modifying a student's program may impact eligibility for a BC Dogwood Certificate. (Special Education Resource Manual 69 August 2007).

#### **How is the decision to modify a student's program made?**

The decision to modify all or part of a student's program is made with the School Psychologist, Core School-Based Team, including the parent, and student, (if appropriate). It is very important that there is adequate documentation to support the decision to modify, and that parents understand the implications of the decision. Core School-Based Teams should use the district form Consent for a Modified IEP Program. The decision to modify all or part of a student's program should be reviewed annually by the School-Based Team and the School Psychologist. The parent's permission must be secured in writing.

#### **How do teachers report to parents about a student on a modified program?**

The use of letter grades and percentages for reporting the progress of these students on their modified program is not appropriate unless the student is working on Locally Developed courses that have a Board approved implementation process. Structured, written comments should be used to report the level of the student's success in achieving modified goals and objectives. In these circumstances, the efforts of the student will be recognized by providing them with a School Completion Certificate upon graduation from high school. A School Completion Certificate plus transcript is also possible for some students on modified programs. Where a professional support person other than the classroom teacher is responsible for providing some portion of the student's educational program (For example Speech Pathologist), those persons should provide a written report on the student's progress for inclusion with the report of the classroom teacher. Official transcripts of courses/marks should identify whether a course has been modified, although adaptations need not be identified. With written consent, information about adaptations and modifications should be communicated to post-secondary institutions or community agencies providing adult services.

**A student may be on a program that is both adapted and modified. In these cases, a student's report card and transcripts should clearly indicate which courses/programs are modified.**

Reference: Special Education Resource Manual, 2007; Retrieved from:  
<http://www.sd33.bc.ca/docs/Student%20Services%20Resource%20Manual.pdf>



## **APPENDIX E**

### **Hiring, Recruitment and Retention Plan (UNDER DEVELOPMENT)**

## APPENDIX F

### DEFINITION OF STUDENT SUCCESS

**“Student Success”** means<sup>1</sup>:

- School readiness for Kindergarten;
- Meeting or exceeding expectations as assessed according to the prescribed Learning Outcomes of BC curriculum in Kindergarten to Grade 12;
- Transitioning successfully from grade to grade and passing courses required to move to the next grade, including successful transition from early learning or home to Kindergarten, Kindergarten/early learning/home to grade one, elementary school to secondary school, and secondary to post-secondary education.
- Identifying and obtaining the supports and interventions necessary for students to meet their academic and social potential;
- Fully meeting the expectations and outcomes of an IEP, should one be required;
- Graduating with a BC Dogwood or, alternatively, with an Evergreen Certificate -- with the focus being on a BC Dogwood;
- Being prepared for post-secondary education or work life after graduation, with a strong focus on the essential skills necessary to be successful in life;
- Having a clear graduation plan that enables a student to transition to the career or post-secondary education option of their choice;
- Having strong attendance to support learning;
- 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;

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<sup>1</sup> These are suggested indicators of student success. The Parties should carefully consider each and adjust accordingly by agreement. Such indicators may also be included in an Aboriginal Education Enhancement Agreement and Achievement Contract to ensure interconnectedness among these documents and a focus on student outcomes.

- Having access to and participation in First Nation language and culture programs;
- Having access to and participation in extracurricular activities;
- Maintaining full sense of engagement in school life and a focus on the “whole person”.
- Having access to and participating in extracurricular activities;
- Being prepared to be a full participant in the community and the economy following school;
- Ensuring strong parental/guardian satisfaction with the progress of their child; and
- Maintaining strong relationships with the school, the staff and the First Nations support workers.

**APPENDIX G**

**Language Authority**

**(UNDER DEVELOPMENT)**