

**PROVINCIAL
LOCAL EDUCATION AGREEMENT
Tsideldel First Nation**

(JULY 2024)

THIS AGREEMENT made and entered into this 26 TH Day of March 2025 shall be effective from the 1st day of July 2024.

BETWEEN:

THE TSIDELDEL FIRST NATION

(hereinafter called the "Tsideldel First Nation")¹

AND:

THE BOARD OF EDUCATION

SCHOOL DISTRICT NO. 27

(hereinafter called the "Board")

(collectively called the "Parties")

WHEREAS

- A. On July 1, 2018, the Province of British Columbia, the Government of Canada and the First Nations Education Steering Committee entered into the BC Tripartite Education Agreement ("BCTEA"), agreeing to work together to make systemic shifts to support successful educational outcomes of all First Nation Students, regardless of where they live or are enrolled in school in British Columbia, through the provision of high quality and culturally relevant elementary and secondary educational programs and services, and supported by funding that is responsive to unique needs of First Nation Students, First Nation Schools and communities.
- B. Local Education Agreements (LEA) are an integral part of the delivery of educational programs and services to First Nation students attending BC Public Schools, as they are an important mechanism for building relationships between First Nation communities and boards of education and BC Public schools to support improved First Nation student outcomes.
- C. The Province, the Government of Canada, and FNESC developed LEA Guiding Principles, pursuant to Schedule H of the BCTGEA to, among other things, apply to and be incorporated substantially into this Model LEA to inform and guide boards of education and First Nations in implementing this Model LEA.

¹ Tsideldel First Nation.

- D. Indigenous people have the right to establish and control their educational systems and institutes, as affirmed in the United Nations Declaration on the Rights of Indigenous Peoples ("UN Declaration"), as an aspect of their inherent right of self-government as recognized and affirmed under section 35 of the Constitution Act, 1982.
- E. The Province enacted the Declaration on the Rights of Indigenous Peoples Act ("Declaration Act") on November 18, 2019, the purposes of which include to affirm the application of the UN Declaration to the laws of British Columbia, and which requires the provincial government to, in consultation and cooperation with Indigenous peoples, take all measures necessary to ensure the laws of British Columbia are consistent with the UN Declaration to develop an action plan to meet the objectives of the UN Declaration. The Board has the authority, under section 86 (3) of the *School Act*, to enter into agreements with a Council of a Band as defined in the federal *Indian Act*, RSC, c. I-5, or the council of an Indian band established by another Act of the government of Canada, with respect to the education of First Nations Students.
- F. Article 14 of the UN Declaration, affirms, inter alia, the right of Indigenous people to all levels and forms of education of the State without discrimination, and that State shall, in conjunction with Indigenous peoples, take effective measures, in order for Indigenous individuals, particularly children, including those living outside their communities, to have access, when possible, to an education in their own culture and provided in their own language. The First Nation, pursuant to its inherent jurisdiction over educational matters, has the authority and responsibility for the education of First Nation Students and desires to ensure its students all have access to, and receive, quality education that is respectful and reflective of their unique culture and history.
- G. The province released its Draft Principles that Guide the Province of British Columbia's Relationship with Indigenous Peoples in May 2018 ("10 Principles") which provide guidance on how representatives of the Province engage with the Indigenous peoples. The preamble provides that the 10 principles:

"...are intended as bold statements to guide the new relationship and end the denial of Indigenous rights that must led to disempowerment and assimilate policies and practices. The principle will assure the Province conducts itself in a way that reflects a *clear shift in an often-troubled relationship with Indigenous peoples to modern government to government relationship that is strong, sophisticated and valued*. These principles create the space needed to exercise our respective jurisdictions for the benefit of all British Columbians. We will recognize success when we know Indigenous peoples believe themselves to be self-determining, self-governing, self-sufficient and can practice their Indigenous cultural traditions and customs as an important and respected part of B.C. society."
- H. Principle 10 of the 10 Principles reflects the Province's recognition of the need to take distinctions-based approach to its relationship with Indigenous peoples:

"10. The Province of British Columbia recognizes that a distinctions-based approach is needed to ensure that the unique rights, interests and circumstances of Indigenous people in B.C. are acknowledged, affirmed, and implemented."

The province recognizes First Nations, the Metis Nation, and Inuit as the Indigenous peoples of Canada, consisting of distinct, rights-bearing communities with their own histories, including with the Crown. The work of forming renewed relationships based on the recognition of rights,

respect, co-operation, and partnership must reflect the unique interests, priorities and circumstances of each people.”

- I. Application of this model LEA is a step consistent with the Province’s implementation of BCTEA, the UN Declaration, the 10 Principles, as well as the Truth and Reconciliation Commission of Canada’s (“TRC”) Calls to Action for reconciliation. The Parties agree that the principals, teachers and other staff in BC Public Schools have a central and important role to play in the provision of quality education programs and services and in the implementation and effectiveness of LEA.
- J. The First Nation has the authority, pursuant to the School Act, to require this Model LEA to apply to the First Nation and the Board. The Parties wish to enter into this Agreement to set out the terms and conditions regarding the purchase of education services by the First Nation from the Board for the First Nation’s Students.
- K. The First Nation has the authority and responsibility with respect to the education of its children and youth, which includes a funding role with respect to First Nation Students, and desires to ensure these children and youth all have access to and receive quality education that is safe, respectful, and reflective of their unique culture and history, and leads to successful education outcomes.
- L. Principals, teachers, and other staff in BC Public Schools have an important role to play in the provision of quality educational programs and services and in the implementation and effectiveness of LEA’s.
- M. This Model LEA sets out measures for relationship between the Parties to support First Nation Member Students, as well as terms and conditions regarding the purchase of educational programs and services by the First Nation from the Board for the First Nation Students.

THEREFORE, the Parties are responsible as follows:

1.0 PURPOSE

1.1 The purposes of the Model Lea are to set out terms and conditions related to:

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

- a) To purchase of educational programs and services by the First Nation from the Board for First Nation Students attending Schools in the School District; Confirm the mutual commitment of the Parties, and acknowledge the important role of Schools, to build a positive, effective, collaborative and constructive relationship to improve the First Nation’s Students’ educational outcomes and achieve high levels of First Nation Student success, graduation and transition to post-secondary education and training, or employment;
- b) The roles and responsibilities of the parties in working together to improve First Nation Member Students’ achievement , including high levels of success, graduation and transition to post-secondary education and training, to employment, acknowledging the important role of the BC Public Schools in achieving this; and Set out the roles and responsibilities of the Parties and School(s) to meet the purposes and objectives of this Agreement, consistent with the BCTEA; and

- c) Developing relationships between the Parties, including measures for building positive, effective, collaboration and constructive relationship between the First Nation and the Board. Serve as a core shared accountability mechanism for both the First Nation and the Board regarding the education of First Nations Students in the School District.

1.2 This Model LEA serves as a core shared accountability mechanism for the Parties regarding the education of First Nation Member Students in the School District.

N. GUIDING PRINCIPLES

2.1 The Parties will be guided by the UN Declaration, which affirms that Indigenous people have a right to all levels and forms of education of the state without discrimination and that states shall, in conjunction with Indigenous peoples, take effective measures in order for Indigenous individuals, particularly children, including those living outside their communities, to have access, when possible, to an education in their own culture and provided in their own language.

2.2 The parties will consider all First Nations Member Students where reference to First Nation Students is specified in the LEA Guiding Principles in section 2.3, except in subsection (n).

2.3 The Parties will be informed and guided by the LEA Guiding Principles, set out below with clarifications for implementation purposes:

First Nations' Central Role in First Nations Education

- a) Indigenous families and communities have the right to retain shared responsibility for the upbringing, training, education and well-being of their children, consistent with the rights of the child, and Indigenous peoples have the right to establish and control their educational systems and institutions providing education in their own languages, in a manner appropriate to their cultural methods of teaching and learning.
- b) First Nations in British Columbia have control of, and decision-making responsibility for, First Nations education.
- c) First Nations have a central role in the education of their students, regardless of where they attend school.

First Nation Students Access to Quality Education

- d) First Nation Students, at all levels of education, must have access to educational opportunities that:
 - i. ensure that they are confident in their self-identity, their families, their communities and traditional values, languages and cultures.
 - ii. give them the skills they need to thrive in contemporary society, including 21st century technological skills; and
 - iii. prepare them to access any opportunities they choose for higher learning, employment and life choices.

Reconciliation & Collaboration in First Nation Education

- e) First Nations education in British Columbia is highly complex, engaging federal, provincial and First Nation authorities, roles and responsibilities and, therefore, requiring collaboration and cooperation to ensure that all First Nation Students are supported to achieve successful education outcomes.
- f) The gap in educational outcomes between First Nation Students and non-First Nation students is a persisting legacy of colonialism, and concerted efforts and proactive measures are required to eliminate this gap and contribute to reconciliation in education.
- g) The Province, Canada, and First Nations in BC as represented by FNEC have a shared interest and priority in supporting excellence in First Nations education, including supporting First Nation 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. The Parties have a shared interest and priority in supporting excellence in First Nations education, including supporting First Nation Students to fulfil their educational potential by having access to and receiving quality education that is respectful and reflective of their unique culture and history.
- h) Strong, effective and inclusive educational systems provide a fundamental opportunity for building relationships and advancing reconciliation between the Crown and First Nations, as expressed in the TRC's Calls to Action and the UN Declaration.
- i) Quality First Nations education includes standards, programs, services, school supports and investments that provide appropriate tools and resources aimed at achieving successful First Nation Student outcomes and achievements, while addressing their unique needs.
- j) Curriculum, materials and resources will meaningfully reflect the First Nations' culture, values, language and traditions. as approved and determined by the First Nation or its designate.
- k) LEAs are an important mechanism to facilitate relationship-building, from negotiation through to ongoing implementation.
- l) The standards set by the *United Nations Declaration on the Rights of Indigenous Peoples* apply to First Nations education.
- m) The Truth and Reconciliation Commission's Calls to Action set out a framework for reconciliation, including with regard to First Nations education that must inform the relationships and collaboration between First Nations, the Province and boards of education.

Parental Choice

- n) First Nation governments, through internal government processes with First Nation Parents, have the right to determine which schools First Nation Students will be entitled to attend to receive the benefit of an education program.

First Nation Student Safety

- o) First Nation Students have a right to feel safe at school, including safety from racism (perpetuated by students or staff), indifference, bias, marginalization, bullying and stereotyping.

Shared Accountability and Data-Sharing

- p) LEAs are more than a mere financial transaction and serve as a core shared accountability mechanism for both First Nations and boards of education regarding First Nations education in the BC Public Schools.
- q) Timely and relevant data is required to inform decision-making to support First Nation Students.

3.0 RESPONSIBILITIES & COMMITMENTS

3.1 The Board will:

- a) Ensure that First Nation Member Students have equitable access to educational programs, and services any First Nation language instruction program;
- b) Strive towards high levels of First Nation Member Student success in educational programs, including by:
 - i. Working with the First Nation to support and improve attendance of First Nation Students, including developing, maintaining, and implementing an attendance protocol that sets out the process for recording students' attendance and the approach to excused and unexcused absences, suspensions, partial days, and procedures for reporting absences to Parents, with the overall purpose of encouraging regular attendance necessary for success in Schools.
 - ii. Working with First Nation to develop and implement strategies to keep First Nation Member Students in school.
 - iii. In the case of an Early School Leaver who is still enrolled in an educational program provided by the board, working with:
 - 1. The Parent and the First Nation Student; and
 - 2. The First Nation, where the Parent or First Nation Student, as appropriate, has provided written consent.To collaborate on a plan that best meets the education needs of the First Nation Student.
 - iv. Listing courses, including English First Peoples and locally developed Board Authorized Courses, in the course selection handbook.
 - v. Promoting and supporting First Nation cultural activities, including National Indigenous Peoples Day activities, in Schools within the School District; and
 - vi. Promoting and supporting effective professional development focussed on local First Nations history, language, and culture.

- c) Ensure any approved local educational resource materials that promote an understanding of and appreciation for the history, language and culture of First Nations people in British Columbia include a primary focus on the local First Nations(s) in whose territory(ies) the Board operates the Schools; Promote the offering of, and enrollment in, English First Peoples 10, 11 and 12 and BC First Peoples 12 and Contemporary Indigenous Studies 12, or any successor courses for all students;
- d) Support principals and teachers to effectively deliver the educational programs referred to in section 3.1 (a) and (b); Promote the offering of and enrollment in Indigenous Language courses in line with the Minister's mandate to develop new First Nations history curriculum, develop full-course offerings in Aboriginal languages and to implement the educational Calls to Action from the Truth and Reconciliation Commission, which includes taking the necessary steps for program development, teacher training, professional development, and appropriate consultation with Aboriginal communities and Indigenous language learning educators and experts;
- e) Spend Indigenous Education Targeted Funding on educational programs and services in accordance with section 87.002 of the School Act; Support principals and teachers in effectively deliver educational programs referred to in sections 3.1 (b), (c) and (d).
- f) Ensure the School personnel encourage and support First Nation Member Students to participate in extracurricular and sports activities including, where possible, transportation support for First Nation Students;
- g) Ensure teachers provide information to Parents of First Nations Member Students regarding their child's educational program (e.g. course selection process, reporting periods, report cards, as required by the *School Act*).
- h) Communicate details of this Model LEA including its purpose and LEA Guiding Principles, with school personnel, in particular principals and teachers;
- i) Wherever this Model LEA provides that the school will perform any obligation under this Model LEA provide direction to the superintendent, principals, teachers and other school staff as needed to fulfill the commitment.
 - a) The First Nation will: Promote attendance of First Nation Member Students;
 - b) Promote the active participation and involvement of Parents and other community members of the First Nation in the education of First Nation Member Students, including any available processes or forums in the School District (such as parent clubs and other committee processes) and School District or School activities.
 - c) Encourage and support First Nation Students to participate in extracurricular and sports activities and;
 - d) Subject to receiving Tuition Funding from Canada, pay the Board the Tuition Fees as set out in this Model LEA.

4.0 EDUCATIONAL RESOURCES AND PROGRAMS

- 4.1 The Board, in consultation with the First Nation, will introduce culturally relevant educational resource materials and activities in all subject areas for all students, such as through Board Authorized courses, and for events and ceremonies that take place at a school.
- 4.2 The Parties will, with the First Nation providing leadership and direction, work together to address the history of the Indian residential school system through the development and implementation of curriculum, materials and resources, and through professional development opportunities, in a sensitive and appropriate manner.
- 4.3 The Parties will work in partnerships to develop and implement First Nation language programs, where requested by the First Nation.
- 4.4 With regard to intellectual property rights, the Parties acknowledge article 31 of UN Declaration:

Article 31 1. Indigenous peoples have the right to maintain, control, protect and develop their cultural heritage, traditional knowledge and traditional cultural expressions, as well as the manifestations of their sciences, technologies and cultures, including human and genetic resources, seeds, medicines, knowledge of the properties of fauna and flora, oral traditions, literatures, designs, sports and traditional games and visual and performing arts. They also have the right to maintain, control, protect and develop their intellectual property over such cultural heritage, traditional knowledge, and traditional cultural expressions. 2. In conjunction with indigenous peoples, States shall take effective measures to recognize and protect the exercise of these rights.

- 4.5 Consistent with article 31 of UN Declaration, the Parties agree that:
 - a) the First Nation retains any intellectual property rights, including copyrights of any course content or resource materials developed or shared under this Model LEA, either by the First Nation, or the board in collaboration with the First Nation, regarding their First Nation's languages, cultural heritage, traditional expression (the "First Nation-developed Content");
 - b) the First Nation approves the Board's use of the First Nation-developed Content as set out below:
 - i. the Board may reproduce the First Nation-developed Content as part of its teaching and professional development materials.
 - ii. the Board will only modify the First Nation-developed Content with the prior consent of the First Nation and approval of the proposed modifications;
 - iii. the Board agrees to use the First Nation-developed content solely for instructional purposes and for the professional development purposes of the Board's staff; and
 - iv. the Board will ensure that service providers of the Board that may use First Nation-developed Content are aware of these restrictions and that they are required to comply with them;

- c) The parties acknowledge and agree that any other proposed or intended use of the First Nation-developed Content requires the prior written approval of the First Nation;
- d) Should the Board receive written notice from the First Nation of withdrawal of the First Nation's approval provided under paragraph b), the Board will take all reasonable steps to comply with the request including, if requested, removing the First Nation-developed Content from the teaching and professional development materials as soon as operationally feasible.
- e) The Board will:
 - i. Give credit to the First Nation, and any individual authors identified to the Board by the First Nation, in connection with the Board's use of the First Nation-developed Content.
 - ii. Respect the integrity of the First Nation-developed Content with respect to any modifications to the First Nation-developed Content approved by the First Nation; and
 - iii. Upon the request of the First Nation, provide the First Nation with a copy of the First Nation-developed Content.

5.0 DOGWOOD GRADUATION AND GRADUATION

- 5.1 Given the overrepresentation of Indigenous students in Alternate Programs, and to counter the "racism of low expectation" reported by then Auditor General in the 2025 report " and Audit of the educational of Aboriginal Students in the BC Public School System," the Board will actively encourage and support First Nation Member Students to achieve a Dogwood Diploma with 80 credits, rather than an Adult Dogwood or Evergreen (School Completion) Certificate, and will ensure that the intentional or unintentional streaming or marginalization of First Nation Member Students is not tolerated.
- 5.2 The Board and the First Nation will ensure First Nation Member Students, and their Parents are provided with information about the implications of receiving a Dogwood Diploma, as compared with Adult Dogwood and Evergreen (leaving school) certificate, to support informed decision-making by those First Nation Member Students and Parents.
- 5.3 The Board will ensure there is appropriate and early counselling support for career and post-secondary education planning available to First Nation Member Students.

6.0 MEETING THE NEEDS OF STUDENTS WITH DISABILITIES AND DIVERSE ABILITIES

- 6.1 Given the overrepresentation of Indigenous students in all Ministry inclusive education funding categories, as those categories are defined in Ministry inclusive education policy, except the Gifted category, the Board annually review with the First Nation the number of First Nation Students designated in a category.
- 6.2 In particular, the Board and the First Nation will jointly review each year the number of First Nation Students who are designated in either the Intensive Behavior Interventions or Serious mental Illness (H) or moderate Behavior Supports of Mental Illness (R) inclusive education funding categories, what supports those First Nation Students with designations receive, and the duration of those designations.
- 6.3 The Board will also report to the First Nation the aggregate services provided by the Board to First Nation Students who have disabilities and diverse abilities, whether or not those First Nation Students have an individual Education Plan.

- 6.4 the Board will ensure that Parents of a First Nation Students are advised in writing and provided the opportunity to be consulted in the designation of their child in an inclusive education funding category.

STUDENT ASSESSMENT In order to ensure that First Antion Students who may have disabilities and diverse abilities are appropriately assessed and supported, the Board will ensure Schools:

- a) Work with the First Nation to jointly review and determine meaningful and transparent ongoing process for informal assessments of First Nation Students to identify those who may require more formal extended assessment (e.g., pyscho-educational, behavioral, speech and language, orientation and mobility) to better understand the strengths and needs of those students, and work with Parents to implement those processes; and
- b) Work with the First Nation to jointly review and determine criteria and process used for the identification of kindergarten First Nation Students who may require a formal extended assessment and addiction support or services, recognizing that early identification is necessary to promote student success.

- 6.5 In cases where it is determined that a First Nation Students would benefit from a formal extended assessment (either when an assessment has not yet been completed or an additional or updated assessment would be beneficial), the Board will ensure there is a timely assessment to determine the First Nation Student's support and service needs, subject to first obtaining the informed Consent of the Parent.

- 6.6 The results of any formal extended assessments will be shared:

- a. With the parents of the First Nation Student; and
- b. With written consent of the Parent of that First Nation Student; and
- c. With written consent of the Parent of the First Nation Student, as applicable
 - i. The school-based team' or
 - ii. Any other people requested by the Parent or the First Nation Student, as applicable.

Education Program and Expectations

- 6.7 Whereas First Nation Student has been identified as having disability of diverse ability, the Board will require that the First Nation Student's need is identified in a timely manner.
- 6.8 The Board will work with the First Nation to identify and remove barriers to First Nation Students with disabilities or diverse abilities obtaining an education that is appropriate to their needs and provided in the general education setting.
- 6.9 For greater clarity, First Nation Students with disabilities or diverse abilities will be supported to achieve all the provincial learning standards, with support, unless there is documented evidence demonstrating:
- a) That all relevant adaptations, supports and services have been tried and are insufficient to meet the Firs Nation Student's needs; and
 - b) The First Nation Student's diagnosed intellectual disability accompanied by significant limitations in adaptive functioning or a complex medical profile requires the development and inclusion of individualized learning goals, as outlined in their IEP, which should be aligned as closely as possible with the provincial learning standards for the course and with a graduation diploma

program.

Individual Education Plan

- 6.10 An IEP will be developed for First Nation Student who is identified as having disabilities and diverse abilities, and best efforts will be made to obtain prior informed Consent of the Parent.
- 6.11 Boards will provide a First Nation Student's Parent with the opportunity to meaningful consultation and collaborate on:
 - c) The development of an IEP in relation to the student; and
 - d) Changes to the student's education program, including the addition of supplemental or individualized learning goals, as outlined in their IEP or the support measures being provided to their child.
- 6.12 If the First Nation Student's Parent declines to be involved in the development of an IEP:
 - a. the Board will continue with the development of an IEP to ensure that the First Nation Student's need is fully met; and
 - b. the parent may designate another person to participate in the development of an IEP on their behalf.
- 6.14 the Board will ensure a First Nation Student is aware and has the opportunity to take an active role in the development of their IEP to the extent that the First Nation Student's development level and ability permits.
- 6.15 The Board will ensure that the learning goals identified in a First Nation Student's IEP will be developed with high and appropriate expectations for achievement.
- 6.16 The Board will ensure the school implements the support services outlined in a First Nation Student's IEP.
- 6.17 The Board will ensure that a First Nation Student's IEP is reviewed at least once each School Year following the year it is developed, with the involvement of the Parent or a designate, as the case maybe.
- 6.18 The Board will ensure the First Nation Student's Parent or the Parent's designate, as the case may be, has the opportunity to meaningfully provide input into the update, revision or conclusion of the IEP is appropriate.
- 6.19 The Board will ensure the First Nation Student who is designated in either the Intensive Behavior Interventions or Serious Mental Illness (H) or Moderate Behavior supports of Mental Illness (R) inclusive education funding categories, as those categories are defined in Ministry inclusive education policy, will be closely monitored to determine when interventions and an IEP are no longer needed for the First Nation Student.
- 6.20 The decision to enroll a First Nation Student in an education program that leads to an Evergreen (School Completion) Certificate must include the prior informed Consent of the parent, and should not be made before:
 - a) the calendar year the First Nation Student is expected to enter Grade 10; and
 - b) there is confirmation:
 - i. by a certified school psychologist or a registered psychologist of a diagnosed intellectual disability accompanied by a significant limitation in adaptive functioning that prevents the

First Nation Student from meeting the requirements for either the Dogwood Diploma or the Adult Dogwood; or the Adult Dogwood; or

ii. of a complex profile that incorporates evidence from a variety of sources (e.g. Medical diagnosis, assessment, IEP, etc.) that prevents the First Nation student from meeting the requirements for either the Dogwood Diploma or the Adult Dogwood, including documentation from a certified school psychologist or registered psychologist outlining the reason why a diagnosis of an intellectual disability accompanied by significant limitations in adaptive functioning could not be made.

6.21 The Board will ensure that Parents of a First Nation Student are advised in writing:

- a) of their right to request a change to the placement of their child on an Evergreen (School Completion) Certificate path;
- b) that if the Parent wishes to request a change in placement of their child on an Evergreen (School Completion) Certificate path, they may file such a request in accordance with applicable Board bylaws, policies or procedures; and
- c) that, upon request, the Parent will be provided with support from the Board in understanding and navigating the process to request a change in placement of their child on an Evergreen (School Completion) Certificate path from the Board.

6.22 The Board will ensure that the First Nation Student Parents receive progress reports in accordance with the schedule outlined in the Learning Update Order and that, for First Nation Students whose learning is supported with the individualized learning goals, as outlined in their IEP, progress reporting to Parents will be in relation to the First Nation Student's individual goals as laid out in their IEP.

Transfers

6.23 Student assessments and IEPs for First Nation Students with disabilities and diverse abilities will be recognized and used as part of the transition and planning process if those First Nation Students transfer between First Nation Schools and Schools.

7.0 CHILDREN AND YOUTH IN CARE

7.1 The Board will ensure appropriate designated to be responsible for maintaining and communications with the First Nation regarding Children and Youth in Care who are First Nation Member Students.

7.2

7.3 The Parties will make the best effort to identify Children and Youth in Care who are First Nation Member Students and will ensure appropriate learning plans and support are developed and implemented for those students to improve their educational outcomes.

7.4

7.5 For greater certainty, the Board will liaise with the First Nation, the Ministry of Children and Family Development and/or other relevant agencies to identify Children and Youth in Care who are First Nation Member Students, and coordinate services and support for those students to improve their educational outcomes including, but not limited to, actively encouraging and supporting those students to achieve a Dogwood Diploma.

7.6 The parties will make the best efforts to work with the relevant agencies to ensure appropriate support is implemented to assist Children and Youth in Care who are First Nation Member Students.

8.0 STUDENT CONDUCT & SAFETY

- 8.1 The Board, in consultation with the First Nation, will confirm policies, practices and other appropriate measures are in place to support a safe learning environment, including safety from racism (perpetuated by student or staff), discrimination, indifference, bias, marginalization, bullying and stereotyping for all students attending Schools operated by the Board.
- 8.2 With written consent of a First Nation Student's Parent or the First Nations Student, as applicable, the Board will:
- e) notify the First Nation of disciplinary action and potential escalation of disciplinary action in relation to that First Nation Student, and
 - f) provide to the First Nation a copy of all correspondence related to the discipline of the First Nation Student by the School Principal.
- 8.3 The Board will direct Principals, teachers and other staff to take a collaborative approach with First Nation Education representatives when dealing with general disciplinary issues involving First Nation Students.

9.0 CULTURAL AWARENESS & HIRING IN THE SCHOOL DISTRICT

- 9.1 The Board, in cooperation with the First Nation, will promote awareness and respect for the First Nation's unique language, culture and history through the Board's local policies, practices, plans, activities, protocols, courses, resource materials and instructions.
- 9.2 The Board will ensure that the First Nation has an opportunity to be meaningfully involved in the School District's recruitment and hiring process for school-based personnel, whose positions have a significant impact on the First Nation Member Students, including, First Nations Support Workers, teachers, education assistants, principals and vice-principals.

10.0 TRANSPORTATION

- 10.1 The parties will identify First Nation Students' Transportation needs and jointly develop and sign off a Joint First Nation Student Transportation Plan annually to submit in accordance with First Nation Student Transportation Plan annually to submit in accordance with the First Nation Student Transportation Fund process.
- 10.2 Once the transportation service is agreed to pursuant to an approval Joint First Nation Student Transportation Plan with the First Nation, the board will not make changes to those services without written agreement of the First Nation. The Board agrees that, once transportation services are implemented pursuant to an approved Joint First Nation Student Transportation Plan with the First Nation, the Board will not make changes to those services without the written agreement of the First Nation.
- 10.3 If the Parties determine they need to revise their Joint First Nation Student Transportation Plan, and that the revisions require further funding, they may submit a revised plan in accordance with the First Nation Student Transportation Fund process.
- 10.3.1 Where the Parties make amendments to their Joint First Nation Student Transportation Plan, or agree to changes in transportation services, in recognition of Parents' need to respond to changes to the Joint First Nation Student Transportation Plan.

- 10.3.2 The Board acknowledges all available funding sources allocated to the Boards of Education are to be used for educational programs and services, including transportation costs. These funding sources include provincial operating grant funding, the Student Transportation Fund, proxy transportation funding as included in the First Nation Student rate, and funding from the First Nation Student Transportation Fund.
- 10.3.3 The Parties acknowledge that requests for funding for capital acquisition for a replacement bus or new bus for a new route will be made through the established Ministry Bus Acquisition Program.
- 10.3.4 The Board acknowledges it is required to complete the annual BCTEA Joint Transportation Reporting Template to be signed by both the Board and the First Nation.
- 10.3.5 The Board agrees that First Nation Students will not be penalized for, and will be supported in the event of, absences or late arrivals due to transportation challenges in the provision of services agreed to in the Joint first Nation Student Transportation Plan.

11.0 REPORTING

11.1 Periodic reports:

- a) The Board will provide to the First Nation three times each year:
- i) Attendance rates, consisting of the number of monthly absences in relation to non-indigenous students, Indigenous students living off reserve, and First Nation Students;
 - ii) the number non-Indigenous students, Indigenous Students living off reserve and First Nation enrolled in alternate programs, on-line learning programs, secondary courses and ungraded programs;
 - iii) the number and a summary of the nature of the designation of First Nation Students captured in the Unique Student Needs Supplement (Table 4a,4b,9b and 11 of the Operating Grants Manual);
 - iv) the number of Early School Leavers and information on supports implemented to prevent early leaving; and
 - v) the number of suspensions and expulsions of First Nation Students and information on supports implemented to prevent suspensions and expulsion.

11.2 Annual Report:

- a) By January 31 of each year, the Board will produce and provide to the First Nation an annual report outlining the provision of educational programs to First Nations Students under this Model LEA for the previous school year, including the content in the periodic report set out in section 11.1, as well as:
- i) the audited financial statements;
 - a. the Indigenous Education Targeted Funding year-end financial report;

- ii) the financial statement discussion and analysis report; and
- iii) measures of success of non-indigenous students, Indigenous students living off reserve, and First Nation Students through aggregate results achievement including but not limited to the following:
 - 1. attendance rates, consisting of the number of monthly absences and number of students absent for more than 18 days per year;
 - 2. percentage of students who are on track or extending for literacy and numeracy in grades 4 and 7 in the Foundations Skills Assessment;
 - 3. participation rates for the Foundations Skills Assessments;
 - 4. the September and February enrollment counts;
 - 5. graduation and six-year completion and graduation rates;
 - 6. Six-year completion (graduation) rates without the Adult Dogwood;
 - 7. Number of students awarded an Evergreen BC (School Completion) Certificate;
 - 8. Five and six-year completion (graduate) rates for students in Alternate Program without an Adult Dogwood;
 - 9. Number of school-age students awarded an Adult Dogwood, and the number of adult students awarded an Adult Dogwood;
 - 10. Participation rates for each math course for grades 10 to 12;
 - 11. Course completion rates for students taking online learning courses provided by the Board;
 - 12. data related to assessments required for graduation purposes and other supports for successful transition to post-secondary education;
 - 13. number of First Nation Students involved in school-organized extracurricular programs and activities; and
 - 14. percentage of students who transition into British Columbia public post-secondary institutions within one year of graduation to:
 - a. community college
 - b. institutes;
 - c. research-intensive universities; and
 - d. teaching-intensive universities.

12.0 COMMUNICATION

- 12.1.1 The Parties will establish agreed upon means for the successful and effective implementation of this Model LEA, which may include, but not be limited to, regularized meetings and contact through newsletters, emails and other correspondence, as appropriate.
- 12.1.2 The Parties recognize the need for effective and ongoing communication with Parents in the support of their child's successful education experience, and the Parties will advise Parents of opportunities for input and involvement in their child's education, such as course selection dates, reporting periods, parent-teacher interviews, application deadlines and procedures for post-secondary education.
- 12.1.3 The Board will encourage functions and meetings, such as parent-teacher interviews, to be held in the community, where possible and at the

invitation of the First Nation.

13.0 TUITION FEES

- 13.1 The First Nation will pay to the Board the Tuition Fees for First Nation Students attending Schools operated by the Board and for whom the First Nation has received Tuition Funding from Canada.
- 13.2 The Parties acknowledge that funding is generated for the Board through the provincial funding allocation system and other provincial processes based on the enrolment of First Nation Students attending School operated by the Board.
- 13.3 The Board will not charge the First Nation a greater amount for the per Full Time Equivalent First Nation n Students attending a School operated by Board than the First Nation rate.
- 13.4 For greater certainty, the Parties agree that the First Nation is responsible for paying only those Tuition Fees for which it received Tuition Funding from Canada according to the approve First Nation Rate and approved Nominal Roll and , unless otherwise agreed, the First Nation will not be responsible for paying any amounts for which it does not receive Tuition Funding from Canada, or which exceed the First Nation Rate.
- 13.5 The Parties confirm that the enrollment of First Nation Students as of September 29th will be verified through the Joint Verification Process.
- 13.6 To complete the Joint Verification Process under section 13.5 the First Nation will submit the Nominal Roll to Canada and include the signed document confirming the Joint Verification Process has been completed and agreement reached concerning the Full Time Equivalent number of the First Nation Students.
- 13.7 The Parties agree that Tuition Fees payable for each school year will be paid by the First Nation to the Board according to the payment schedule of the funding agreement or arrangement between the First Nation and Canda, and the First Nation will notify the Board of that schedule once it is determined.
- 13.8 In the event of a school closure due to labor dispute, the Tuition Fees will be returned to the First Nation on a pro-rated basis determined by the number of days the school is closed.
- 13.9 The Parties agree that Tuition Fees under this Model LEA will be paid as set out in section 13/1, except where:
- a) A First Nation Student has withdrawn from an educational program operated by the Board at least one month before the payment date specified by the First Nation under section 13.7; or
 - b) A First Nation student has transferred to a First Nation School or a BC Independent School at least one month before the payment date specified by the First Nation under section 13.7, In which case, any further Tuition Feres for that First Nation Student will be held by the First Nation to be used for Tuition Fees for the First Nation School or BC Independent School that the First Nation Student has transferred to, or to support the continued education of the First Nation School to support of their potential re-entry into a B.C. Public School, First Nation School or BC Independent School in the future.
- 13.9.1 The Board and the First Nation will meet before the invoice for the final Tuition Fee payment set out in section 13.7 is issued to mutually confirm any adjustments due to changes in student enrolment over the course of

the School Year in accordance with the Model LEA

13.9.2 The Board will provide First Nation with a draft of the invoice referenced in section at least 30 days in advance of the meeting.

13.9.3 Educational programs or services that are in addition to those included in Tuition Fees may be provided by the Board as agreed to by the Parties.

13.10 Where Canada is late in providing Tuition Funding to the First Nation;

- a) The First Nation will notify the Board of the delay in receiving the funding in a timely manner; and
- b) The Board will not charge interest to the First Nation on any amount that is outstanding due to Canada's late provision funding.

13.11 If the First Nation elects to no longer directly receive Tuition Funding from Canada to administer under the Model LEA for the following School Year, the First Nation will notify the Board by April 1.

13.12 The First Nation did not directly receive Tuition from Canada to administer under this Model LEA, section 13.1,13.3,13.4 and 13.7 to 13.14 do not apply.

14.0 EXCEPTION CIRCUMSTANCES

14.1.1 The Parties recognize that the exceptional circumstances or a human or natural emergency, such as the COVID-19 health pandemic or environmental disaster event, First Nations have and are likely to experience disproportion and distinct impact as a result of circumstances such as remoteness, vulnerabilities and capacity.

14.1.2 In the event of exceptional circumstances or a human to natural emergency that impact the provision of in-class learning, the Board will work collaboratively with the First Nation to identify and accommodate First Nation Students' continued education and transportation needs through the development of a jointly signed -off plan for the continuation of education of First Nation Students.

15.0 IMPLEMENTATION, MONITORING, REVIEW: LEA OVERSIGHT TEAM

15.1.1 The Parties will, within 60 days of the application of this Model LEA, establish a joint LEA Oversight Team responsible for overseeing the implementation, ongoing monitoring and review of the Model LEA, with representation from the First Nation, the board, and each school at which a First Nation Student attends.

15.1.2 The Parties agree twill jointly develop terms of reference for the LEA Oversight Team within 90 days of the application of this Model LEA, which will become a Schedule to this Agreement, and which will include:

- a) membership of the LEA Oversight Team;
- b) the roles and responsibilities of the LEA Oversight Team which may include managing the implementation of this Model LEA and delegating tasks as appropriate);
- c) a process of identifying Firs Nation Students who are not the Nominal Roll;

- d) a plan to develop and finalize an LEA implementation plan for approval by the parties within a specified timeframe and which, upon approval, will be appended to this Model LEA; and
- e) reporting requirements.

16.0 PERSONAL INFORMATION

- 16.1 Personal information disclosed by the Board to the First Nation in accordance with this Model LEA may be disclosed pursuant to s. 33(2)(x) of the *Freedom of Information and Protection of Privacy Act*.
- 16.2 The First Nation will make reasonable arrangements to maintain the security of Personal Information disclosed under Model LEA and in its custody, by protecting it against such risk as unauthorized access, collection, use, disclosure, or disposal.
- 16.3 The First Nation will advise the Board immediately of any circumstances, incidents, or events which, to its knowledge, have jeopardized or may in the future jeopardize the security of Personal information disclosed under this MODEL LEA.

17.0 DISPUTE RESOLUTION

- 17.1 If there is a dispute between the Parties with respect to any matter arising from this Model LEA or relating to the interpretation and application of this Model LEA, the Parties agree to use their best efforts to resolve such disputes in a reasonable and timely manner and in good faith.
- 17.2 Where there is a dispute between the Parties, the Parties agree they will attempt to use all available means to resolve the dispute at the organizational level closest to which the dispute first arises before referring the dispute to senior level representatives.
- 17.3 The Parties agree to endeavor to resolve issues or disputes that may arise about this Model LEA, or its implementation, in a manner that fosters an improved, ongoing and respectful relationship between the Board and the First Nation.

18.0 TERM & AMENDMENT

- 18.1.1 The term of this Agreement will be three (3) years, beginning July 1, 2024, and ending June 30, 2027.
- 18.1.2 Each Parties will meet at least 180 days in advance of the end of this Model LEA to discuss a negotiated LEA.
- 18.1.3 Notwithstanding section 18.1, the First Nation may terminate the Model LEA by providing notice to the Board, such termination to be effective at eh end of the School Year and with no less than 60 days' notice.
- 18.1.4

19.0 NOTICES

- 19.1.1 Any notice, claim, consent, waiver, statement, or other documents or payment that either party may require or may desire to give, may be transmitted by mail, fax or personal delivery and will be conclusively deemed validly given or

that either party may require or may desire to give, may be transmitted by mail, fax or personal delivery and will be conclusively deemed validly given or delivered or received by the addressee, if delivered personally on the date of delivery or, if mailed on the fifth business day after the mailing of the same in Canada by registered mail addressed or, if faxed with accompanying confirmation of completed transmission:

If the First Nation:
Tsideldel First Nation
P.O. Box 69,
Chilanko Forks, B.C.
VOL 1H0

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

20.0 GENERAL

20.1 This Model LEA will be governed by, and construed in accordance with, the laws in force in the Province of British Columbia.

20.2 This Model LEA will be to the benefit of, and binding upon, the Parties hereto and their respective successors and assigns.

20.3 This Appendices, if any, form part of this Model LEA.

20.4 In this Model LEA:

- a) Unless it is otherwise clear from the context, a reference to a "section" means a section of this Model LEA;
- b) Headings and sub-headings are for convenience only, do not form a part of this Model LEA and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Model LEA.
- c) Unless otherwise provided, a reference to a statute includes every amendment to it, every regulation, including ministerial order, made under it and amendment made such regulation, and any successor legislation;
- d) Unless it is otherwise clear from the context, the use of the singular includes the plural, and the use of plural includes the singular; and
- e) Where one party is mentioned in the provision of this Model LEA, this will not be interpreted as implying or inferring any obligation on to acknowledgement by any Party not mentioned in that provision.

20.5 The Parties acknowledge that this Model LEA is to be construed as upholding the rights

of Indigenous peoples recognized and affirmed by section 35 of the Constitution Act, 1982, and not as creating, amending, defining the nature and scope of, or abrogating or derogating from those rights.

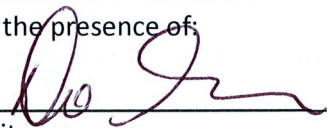
IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

SIGNED on behalf of the FIRST NATION by its duly authorized Officers



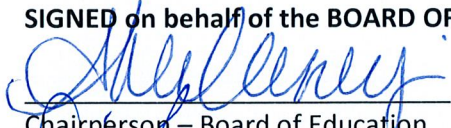
Chief

in the presence of:



Witness

SIGNED on behalf of the BOARD OF EDUCATION

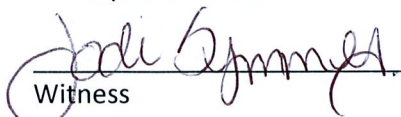


Chairperson – Board of Education



Secretary Treasurer SD # 27

In the presence of:



Witness

APPENDIX A: DEFINITIONS

“Adult Dogwood” means a British Columbia Adult Graduation Diploma (that may be issued by the Minister under the School Act, to an adult student who meets the graduation requirements as set out in Ministerial Order M164/96, the Student Credentials Order.

“Alternate Program” means a specialized education program that focuses on the educational, social, and emotional issues of students whose needs are not being met in a traditional school program. These education programs provide support top students through differentiated instruction, specialized program delivery and enhanced counselling services.

“BC Independent School” mean and independent school as defined in the Independent School Act [RSBC1996] c.216

“BC Public School” or “BC Public School(s)” means any public schools as defined in British Columbia, operated by a Board of Education or francophone education authority as defined in the School Act, providing kindergarten to grade 12 education, not include BC Independent Schools or First Nation Schools.

“Board Authorized Courses” has the same definition as in Ministerial Order M285/04, the Board Authorized Course Order.

“Child and Youth in Care” has the same definition as “child in care” in the Child, Family and Community Service Act [RSBC 1996] c.46.

“Dogwood Diploma” means the British Columbia Certificate of Graduation, that may be issued by the minister under the School Act and as described in Ministerial Order M164/96, the Student Credentials Order, and, for greater clarity, does not include an Adult Dogwood.

“Early School Leavers” means:

- any First Nation Student leaving school prior to the completion of Grade 12, including students who are expelled; or
- a student who has 15 unexcused absences in a month, has missed 75% in any school month, or has missed 40% of a term or semester.

“Evergreen (School Completion) Certificate” means a school completion Certificate, provided to a student with disability or diverse ability who has an IEP and who is enrolled in an educational program that is not designed to meet the graduation requirements, as set out in Ministerial Order M164/96, the Student Credentials Order.

“First Nation Student Rate” means the education costs for a First Nation Student attending a BC Public School in a school district, as calculated annually by the Ministry in consultation with FNEC and Canada.

“First Nation Member Student” means a student enrolled in a School who is identified in accordance with section 15.2© as a member of the First Nation and includes both First Nation Students and students who are not Ordinarily Resident on Reserve of the First Nation.

“First Nation Transportation Fund” means a student the First Nation Student Transportation Fund established by Canada, British Columbia and FNEC to fund the transportation of First Nation Students

to BC Public Schools, as may be amended from time to time.

“Freedom of Information and Protection of Privacy Act” means the freedom of Information and Protection of Privacy Act, RSBC 1996, c.165.

“Full Time Equivalent” means the fulltime equivalent as calculated in Canada’s Nominal Roll instructions.

“Independent School Act” means the Independent School Act, RSBC 1996, c. 216.

“Indigenous Education Targeted Funding” means an operating funding to be provided to the Board by the Ministry targeted for school age students self-identified Indigenous ancestry under section 106.4 of the School Act.

“Individual Education Plan (IEP)” means an individual education plan designed for a student as set out in Ministerial Order M638/95, the Individual Education Plan Order.

“Informed Consent” means a person’s agreement to allow something to happen, particularly and especially after thoughtful consideration, and after receiving all relevant information that is not unreasonably withheld. In the context of this Model LEA, Informed consent includes, as applicable, that a person be informed of:

- the assessment procedures to be carried out;
 - the information to be collected;
 - the interventions that may take place;
 - benefits and risks;
 - the options available, including options to refuse or withdraw at any time,
- and be provided with meaningful opportunity to provide input into a decision.

“Joint First Nation Student Transportation Plan” means the Joint First Nation Student Transportation Plan that boards are required to develop and submit to the Ministry annually, and which are to be jointly signed off by a First Nation needing transportation for their First Nation Students under the plan, pursuant to BCTEA.

“Joint Verification Process” means the process described in BCTEA by which First Nations and boards jointly review the Nominal Roll enrollment of First Nation Students attending BC Public Schools.

“LEA Guiding Principles” means the LEA Guiding Principles developed by the Province, Government of Canada and FNEC, pursuant to Schedule H of the BCTEA.

“LEA Oversight Team” means the team established by the Parties under section 15.1.

“Learning Update Order” means Ministerial Order M184/23, Learning Update Order.

“Minister” means the Minister of Ministry.

“Ministry” means the provincial ministry described in section 167 of the School Act with responsibilities for kindergarten to Grade 12 education in British Columbia Education (BC).

"Nominal Roll" means the Nominal Roll as defined in BCTEA.

"Operating Grants Manual" means the document issued by the Ministry that provides a detailed description of the operating grant formula in place of a School Year, and which is updated annually and released on or before March 15 every year.

"Ordinarily resident on-reserve" means Ordinarily Resident On-Reserve as defined in BCTEA.

"Parent" means, in respect of a student:

- a parent or guardian of the person of the student;
- the person legally entitled to custody of the student; or
- the person who usually has the care and control of the student.
-

"Personal Information" has the same meaning as the Freedom of Information and Protection Privacy Act.

"Student Transportation Fund" means a grant provided to boards annually since 2016, to assist with improving services for students.

"School" or School(s)" means and includes any school operated by the Board.

"School Act" means the British Columbia *School Act*, RSBC 1996, Chapter 412.

"School District" or **"District"** means the area constituted under the *School Act* as School District # 27.

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

"Tuition Fees" means the fees which First Nation pays the Board for the purchase of education programs and services for the First Nation Students in the School District at First Nation Student rate.

"Tuition Funding" means the Tuition Funding received by the First Nation from Canada for the education of First Nation Students of the First Nation which is invoiced as Tuition Fee by the Board as per the First Nation student rate.

- d) Unless it is otherwise clear from the context, the use of the singular includes the plural, and the use of plural includes the singular; and
- e) Where one party is mentioned in the provision of this Model LEA, this will not be interpreted as implying or inferring any obligation on to acknowledgement by any Party not mentioned in that provision.

20.5 The Parties acknowledge that this Model LEA is to be construed as upholding the rights of Indigenous peoples recognized and affirmed by section 35 of the Constitution Act, 1982, and not as creating, amending, defining the nature and scope of, or abrogating or derogating from those rights.

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

SIGNED on behalf of the FIRST NATION by its duly authorized Officers

Chief

in the presence of:

Witness

SIGNED on behalf of the BOARD OF EDUCATION

Chairperson – Board of Education

Superintendent of SD #27

In the presence of:

Witness

