

LOCAL EDUCATION AGREEMENT

January 31, 2022

Preamble

We recognize that we live, learn, work, and play on the ancestral territory of Syilx Okanagan people.

In the true spirit of reconciliation, the Board of Education of School District 22 (Vernon) and the Okanagan Indian Band agree to work collaboratively to improve upon the quality and equity of education for all students. OKIB students will receive timely and effective academic support that will allow them to succeed within the Provincial school system. All students will receive ongoing education in the language and culture of the local sqilx^w/Syilx people.

The Board of Education of School District 22 (Vernon) and the Okanagan Indian Band commit to honouring the following and working toward continual improvement:

TRUTH & RECONCILIATION CALLS TO ACTION (2015)

In 2015, the Truth and Reconciliation Commission (TRC) released its final report including 94 Calls to Action. The focus of the TRC centered on unveiling the TRUTH about the abuse suffered by Indigenous children within Canada's residential and day school systems which has long been ignored. As a result of the TRC report, educational institutions were tasked with responding to the 'Calls to Action'. In keeping with this context, the following Calls for Actions specifically focus on the work ahead for educators.

62. We call upon the federal, provincial, and territorial governments, in consultation and collaboration with Survivors, Indigenous peoples, and educators, to:

- i. Make age-appropriate curriculum on residential schools, Treaties, and Indigenous peoples' historical and contemporary contributions to Canada a mandatory education requirement for Kindergarten to Grade 12 students.
- ii. Provide the necessary funding to post-secondary institutions to educate teachers on how to integrate Indigenous knowledge and teaching methods into classrooms.
- iii. Provide the necessary funding to Indigenous schools to utilize Indigenous knowledge and teaching methods in classrooms.
- iv. Establish senior-level positions in government at the assistant deputy minister level or higher dedicated to Indigenous content in education.

63. We call upon the Council of Ministers of Education, Canada to maintain an annual commitment to Indigenous education issues, including:

- i. Developing and implementing Kindergarten to Grade 12 curriculum and learning resources on Indigenous peoples in Canadian history, and the history and legacy of residential schools.
- ii. Sharing information and best practices on teaching curriculum related to residential schools and Indigenous history.

- iii. Building student capacity for intercultural understanding, empathy, and mutual respect.
- iv. Identifying teacher-training needs relating to the above.

The TRC's Calls to Action spark an urgency for colonized K-12 educational institutions to prioritize the reconceptualization of curriculum, embedding holistic understandings of Canada's past with contemporary perspectives of Indigenous peoples, to co-construct new pathways towards truth and reconciliation. This marks a time in Canada's history where educators are being called upon to reimagine teaching and learning with a shared responsibility for inspiring social justice through the understanding of truths and commitment to reconciliation. Together, we will foster Indigenous student success through the lens of equity.

United Nations Declaration of Rights of Indigenous Peoples (2007) and B.C. Declaration (2019)

In 2007, the United Nations General Assembly adopted the United Nations Declaration on the Rights of Indigenous Peoples (UN Declaration). It includes 46 articles covering all facets of human rights of Indigenous peoples such as culture, identity, religion, language, health, education and community.

The UN Declaration emphasizes the Indigenous peoples' rights to live in dignity, to maintain and strengthen Indigenous institutions, cultures and traditions and to pursue self-determined development, in keeping with Indigenous needs and aspirations.

The provincial government passed legislation in November, 2019 to implement the United Nations Declaration of Rights of Indigenous Peoples (UNDRIP), which the Truth and Reconciliation Commission confirms as the framework for reconciliation.

The B.C. Declaration on the Rights of Indigenous Peoples Act aims to create a path forward that respects the human rights of Indigenous peoples while introducing better transparency and predictability in the work we do together.

The legislation sets out a process to align B.C.'s laws with the UN Declaration. It mandates governments to bring federal and provincial laws into harmony with the UN Declaration. It requires development of an action plan to achieve this alignment over time – providing transparency and accountability. It also requires regular reporting to the Legislature to monitor progress. (Source: Government of British Columbia)

Professional Standards for BC Educators - Standard 9 (2019)

In August 2019, a ninth Standard was added for BC educators. This professional standard requires educators to embed indigeneity within their pedagogy.

Educators respect and value the history of First Nations, Inuit and Métis in Canada and the impact of the past on the present and the future. Educators contribute towards truth, reconciliation, and healing. Educators foster a deeper understanding of ways of knowing and being, histories, and cultures of First Nations, Inuit, and Métis.

Educators critically examine their own biases, attitudes, beliefs, values and practices to facilitate change. Educators value and respect the languages, heritages, cultures, and ways of knowing and being of First Nations, Inuit and Métis. Educators understand the power of focusing on connectedness and relationships to oneself, family, community, and the natural world. Educators integrate First Nations, Inuit and Métis worldviews and perspectives into learning environments.

The Framework for Enhancing Student Learning (FESL)

The Framework for Enhancing student Learning is a shared commitment to improved student success and equity of learning outcomes for every student in British Columbia. The Framework for Enhancing Student Learning brings a formalized approach to the planning and reporting expectations for schools with a focus on enhancing student learning and success. It combines accountability with evidence-informed decision making and system-wide continuous improvement to support equity of outcomes for all students in the provincial K-12 public system the framework also reflects a public commitment to Indigenous peoples, Indigenous rights holders, education partners and communities to work together to improve student learning and enhance the intellectual, social and career development of all learners. The Board of Education is committed to the:

- Calls to Action in the Truth and Reconciliation Commission framework,
- United Nations Declaration of Rights of Indigenous Peoples,
- British Columbia Tripartite Education Agreement (BCTEA),
- Equity Action Plan (2021-2024),
- Local Education Agreement (2018-2019) – with Okanagan Indian Band (OKIB),
- Aboriginal Education Enhancement Agreement (2015-2020),
- Year 5 Aboriginal Education Enhancement Agreement Report (2020),
- School Growth Plans

THIS Local Education Agreement ("AGREEMENT") made and entered into this __ day of __, 20__
_____ shall be effective from the 1st day of _____ 20__.

BETWEEN:

THE OKANAGAN INDIAN BAND

(hereinafter called the "OKIB")¹

AND

THE BOARD OF EDUCATION OF SCHOOL

DISTRICT NO. 22 (VERNON) (hereinafter

called the "Board")

(collectively called the "Parties")

WHEREAS

- A. BC First Nations jurisdiction is recognized in the package of Education Jurisdiction Framework agreements negotiated by British Columbia, Canada, and the First Nations Education Steering Committee, on behalf of First Nations in BC.
- B. OKIB, pursuant to its inherent jurisdiction over educational matters, has the authority and responsibility for the education of its members 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.
- C. The government of BC has committed to implementing the 94 Calls to Action from the Truth and Reconciliation Commission (TRC) of Canada.
- D. OKIB is a "band" as defined in s.2 of the *Indian Act*, RSC, c. I-5;
- E. The Board has the authority, under section 86 (3) of the *School Act*, to enter into agreements with OKIB with respect to the education of OKIB students.
- F. The Parties wish to enter into this Agreement to set-out the terms and conditions regarding the purchase of education services by the OKIB from the Board for the OKIB students.
- G. The *School Act*, RSBC, c. 412, provides that all school age persons in British Columbia are entitled to receive an education that enables them to become literate, personally fulfilled and publicly useful, thereby increasing the strength and contributions to the health and stability of that society.

- H. The *School Act* states that the purpose of the British Columbia school system is to enable all learners to become literate, to develop their individual potential and to acquire the knowledge, skills and attitudes needed to contribute to a healthy, democratic, and pluralistic society and a prosperous and sustainable economy.
- I. The Parties wish to establish an administrative relationship and work jointly to identify and implement educational programs, and other educational services, for OKIB students that are appropriate to the cultural and linguistic heritage of the OKIB, and a continuing and growing source of satisfaction and pride for the Parties.
- J. In British Columbia, Nominal Roll Funding is based-upon the annual BC First Nations Student Rate, determined by the Ministry of Education. The Ministry of Education annually calculates the First Nation Student Rate. This rate represents the average annual total grant funding per student provided to the Board by the Ministry of Education.
- K. The Ministry of Education deducts an amount equal to the First Nation Student Rate multiplied by the Nominal Roll from the operating grant it provides to the Board.
- L. The Parties intend to provide education programs and related services for all OKIB students that are ordinarily a Resident on-Reserve, with consideration of the sqilx^w culture, value, and traditions.
- M. The Board recognizes that the School District operates within the traditional territory of the Syilx Nation and the languages and cultures of the OKIB must be respected. The Board aims to reflect the OKIB's language and culture in its delivery of education. ²

THEREFORE the Parties agree as follows:

1.0 PURPOSE

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

- a) Confirm the Parties' shared commitment to, and responsibility and accountability for, OKIB Student success, which includes academic, social, cultural, linguistic, emotional and physical learning;
- b) Confirm the mutual commitment of the Parties to build a positive, effective, collaborative and constructive relationship to assist OKIB students to achieve their full potential with necessary supports identified and implemented to allow each student to be capable of meeting entrance requirements into post-secondary education, training or employment;
- c) Set-out the roles and responsibilities of the Parties to meet the purposes and objectives of this Agreement;

- d) Set-out processes to jointly assess the educational needs of OKIB students and arrange for the delivery of services, within a culturally respectful learning environment, that will meet these needs;
- e) Establish a process to identify targets and success measures, and monitor progress in reaching those targets, in relation to OKIB student outcomes and achievement levels;
- f) Ensure a clear and meaningful role for OKIB parents and/or legal guardians in the education provided to OKIB students by the School District;
- g) Share and exchange information to foster a better understanding of the provincial public school system and funding regime, including the Operating Grants Manual, in order to maximize access to resources and services;
- h) Provide a framework and process for the payment of Tuition Fees by the OKIB to the Board;
- i) Clarify or establish linkages between this Agreement and other accountability frameworks, including District Plans such as the Framework for Enhancing Student Learning (FESL);
- j) Set out accountability requirements, including those respecting reporting and auditing;
- k) Ensure smooth transitions between grades and schools for OKIB students; and
- l) Jointly review this Agreement and address concerns annually.

2.0 GUIDING PRINCIPLES

2.1 The Parties will be guided by the following principles:

First Nations' Central Role in First Nations Education

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

- c) First Nations have a central role in the education of their students, regardless of where they attend school.
- d) 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 OKIB Students are supported to achieve successful education outcomes.
- e) 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.
- f) Quality First Nations education includes standards, programs, services, school supports and investments that provide appropriate tools and resources aimed at achieving successful OKIB Student outcomes and achievements, while addressing their unique needs.
- g) Local Education Agreements (LEAs) address more than financial transactions; they establish a core shared accountability mechanism for both First Nations and boards of education regarding First Nations education in the BC Public Schools. LEAs are also an important mechanism to facilitate relationship-building, from negotiation through to ongoing implementation.

OKIB Student Access to Quality Education

- h) OKIB students, at all levels of education, must have access to educational opportunities that:
 - i. support them to be confident in their self-identity, their families, their communities and traditional values, languages and cultures;
 - ii. provide them opportunities to develop 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.
- i) The Parties have a shared interest and priority in supporting excellence in education, including supporting OKIB 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.

Reconciliation & Collaboration

- j) The gap in educational outcomes between OKIB 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.

- k) The Parties will collaborate on a collection of curriculum, materials and resources, which meaningfully reflect the OKIB's culture, values, language and traditions.

Parental Choice

- l) Parents have the right to decide where their children will be enrolled to receive the benefit of an education program following the priority system under the *School Act* and District policy and with respect to class size and composition, Collective Agreement language, and School capacity. The Parties acknowledge that OKIB students may require flexibility and choice within the current catchment model.

OKIB Student Safety

- m) OKIB students have a right to feel safe at School, including safety from racism (students and staff), indifference, bias, marginalization, bullying and stereotyping.

Shared Accountability and Data-Sharing

- n) Timely and relevant data is required to inform decision-making to support OKIB students.

3.0 OBJECTIVES

3.1 The Parties agree to work together to achieve the following objectives:

- a) To establish and grow a positive and collaborative working relationship based on open, regular and effective communication;
- b) To create, improve and foster a learning environment, at all levels of the school system, that establishes high expectations of all students and that maximizes OKIB students' learning by helping them feel safe and comfortable and by nurturing a strong sense of belonging in the school and community;
- c) To have OKIB students achieve at high academic levels in all subjects, transitioning from grade to grade and to high school completion (BC Dogwood Diploma);
- d) To have high attendance levels with the objective of a 90% or greater attendance rate;
- e) To have high community satisfaction with the education OKIB students receive in the School District.

- f) To identify and implement measures to visually reflect sqilx^w culture in the School District's infrastructure (e.g. art, role models) to foster a sense of belonging in OKIB Students;
- g) To assess the performance of the School District, work in partnership to improve the performance of the School District in meeting the educational needs of the OKIB students, and to arrange for the delivery of programs, services and practices that will address and meet these needs, with priority placed on:
 - i. Early intervention, specifically in the area of assessment;
 - ii. Remedial work;
 - iii. Issues of attendance;
 - iv. Evaluation of age/grade levels;
 - v. sqilx^w content in all curriculum; and
 - vi. Promoting specific courses per the BC Curriculum on First Nations Peoples and Cultures.
- h) To identify and ensure appropriate linkages between any OKIB early learning programs and provincial elementary programs;
- i) To ensure that an Individual Education Plan (IEP) is in place and is regularly reviewed for any OKIB student who is identified as a Vulnerable Student and/or requiring additional support;
- j) To develop and reinforce in OKIB students a pride in their unique culture, language and history;
- k) To promote a greater understanding, awareness and respect for the OKIB history, language and culture among staff and students leading to improved student learning;
- l) To facilitate positive interactions between School staff and OKIB community, Parents and elders to promote and enhance cross-cultural awareness and understanding of School staff;
- m) To collaborate on the development of culturally appropriate syilx^w programs, which enhance academic and vocational skills and outcomes, while promoting personal, social, cultural and linguistic growth;
- n) To collaborate and seek out opportunities or supports that promote or contribute to OKIB student success (e.g. ensuring reliable transportation to and from school);
- o) To increase the number of OKIB students taking high level academic courses, particularly in math, science, English and English First Peoples 12;

- p) To increase the number of OKIB students who are at grade level in literacy and numeracy for Kindergarten through to Grade 12;
- q) To increase the number of OKIB students who make a successful transition from band-operated schools to the School(s), independent schools, between School(s), or between school districts;
- r) To increase the number of OKIB students who make successful grade-to-grade transition, particularly at grade levels at which there tends to be a greater likelihood of, or vulnerability for, failing to make grade-to-grade transitions to and through secondary;
- s) To increase the number of OKIB students enrolled in courses that lead to entry into post-secondary, training programs or employment;
- t) To increase graduation rates and eligibility for post-secondary training, and develop students' skills that will assist in the development of their communities; and
- u) To provide OKIB students with access to transportation to and from School, including collaboratively developing and implementing plans to address disruptions in transportation services (e.g. road closures) and support alternative transportation to facilitate OKIB student attendance.

4.0 RESPONSIBILITIES & COMMITMENTS

4.1 The Board agrees to:

- a) Provide access and opportunity to OKIB students in a manner consistent with the BC Ministry of Education's *Framework for Enhancing Student Learning* and Board practices for all students enrolled in education programs in the School District and to continue to strive towards high levels of success in educational programs for OKIB students;
- b) Appoint two representatives and an alternate to the LEA Committee who will participate in reviewing and resolving issues that affect student learning;
- c) Work collaboratively with OKIB regarding issues that pertain to sqilx^w education, student transportation, and safety;
- d) Include curriculum, materials and resources that promote an understanding of and appreciation for the language and culture of First Nations people in British Columbia, including curriculum on the residential school experience;
- e) Promote the offering of, and enrollment in, English First Peoples 10, 11 and 12 and BC First Nations Studies 12;

- f) Support Schools, principals and teachers to effectively deliver curriculum referred to in sections 4.1 (d) and (e);
- g) Encourage and support OKIB students to participate in extracurricular and sports activities;
- h) Provide information to parents, legal guardians and/or to OKIB's Education team, if written Informed Consent is given, regarding their child's education program (e.g. course selection process, reporting periods, report cards);
- i) Communicate details of this Agreement, including its purpose, objectives and principles, with employees;
- j) Give direction to District employees regarding the implementation of this Agreement, as appropriate;
- k) Share all relevant information on available and secured funding, and meaningfully involve OKIB, through an agreed process, in the planning for the expenditure of:
 - I. The Nominal Roll Tuition Funding;
 - II. Indigenous Targeted Education Funding and any other Indigenous related funding;
 - III. Additional funding obtained for programs or services that can be accessed for OKIB students and and/or other self-identified Indigenous students (e.g. Jordan's Principle, Community LINK).
- l) Meaningfully involve OKIB in establishing, implementing and monitoring progress in areas such as the following:
 - I. Targets for student success;
 - II. Standards for student performance; and
 - III. Plans for improving student achievement within School District 22 (Vernon).
- m) Ensure that OKIB representatives are meaningfully involved in the decisions that will impact OKIB students. These include funding and hiring decisions for senior leadership;
- n) Provide regular updated reports on OKIB student progress to OKIB.

4.2 OKIB agrees to:

- a) Foster and promote the importance of education, including school attendance and participation, within the OKIB community and the homes of its members including parents, legal guardians, children and elders;
- b) Promote the active participation and involvement of parents, legal guardians and other community members of the OKIB in the education of their children, including any available processes or forums in the School District (such as parent clubs and other committee processes) and School District or School activities;
- c) Encourage and support OKIB students to participate in extracurricular and sports activities;
- d) Subject to receiving Tuition Funding from Indigenous Services Canada (ISC), pay the Board the all fees as set out in this Agreement;
- e) Appoint two representatives to attend the LEA Management Team quarterly meetings who will participate in reviewing and resolving issues that affect OKIB student learning;
- f) Attend and work with Board representatives to develop an agenda for Quarterly meetings;
- g) Actively participate with the Board, through an agreed process, in the planning for the expenditure of:
 - I. Nominal Roll Tuition Funding;
 - II. Indigenous Targeted Education Funding and any other Indigenous related funding;
 - III. Additional funding obtained for programs or services that can be accessed for OKIB students and/or other self-identified Indigenous students (e.g. Jordan's Principle, Community LINK).
- h) Provide the Board with a list of resource people with expertise in OKIB cultural, education, government, economic and health issues;
- i) Promote and provide opportunities for the Board, teachers and other School personnel to attend community events or other events hosted by OKIB; and
- j) Bring to the attention of, and educate, the Board, teachers and other School personnel about any cultural protocols that will assist in creating a culturally sensitive learning environment (e.g. recognizing OKIB's traditional territory in School District literature, events and functions; communicating protocol for when elders are involved in programs);

4.3 Consistent with the purposes, principles and objectives of this Agreement set-out in sections 2.0 and 3.0, the Board will:

- a) Develop and implement strategies, with OKIB, to keep OKIB students in school and maintain and implement the Attendance Protocol;
- b) Provide cultural and academically appropriate, safe and culturally inclusive education programs to meet OKIB student needs and meet the aim of the District to have each OKIB student become a successful graduate prepared for opportunities beyond graduation;
- c) List curriculum, including locally developed curriculum, in the course selection handbook;
- d) Ensure compliance with Ministry policy regarding Indigenous students, including implementation of 1701 Instructions;
- e) Promote and support OKIB cultural activities, including National Indigenous Day activities, in Schools and within the School District;
- f) Promote and support effective professional development focused on *syilx*^w, and OKIB history, language and culture;
- g) Provide information and input on how effectively the Targeted Aboriginal Education Funding is supporting OKIB student needs and improved learning outcomes;
- h) Communicate details of this Agreement, including its purpose, objectives and principles, with School personnel, in particular teachers;
- i) Provide information and offer guidance or support to parents or legal guardians regarding:
 - I. their child's education program (e.g. course selection process, reporting periods, report cards); and
 - II. opportunities for parent involvement in the education of their children (e.g. committee processes) and School District and School activities;
- j) Working with the Parties and parents, ensure that OKIB students who are enrolled in programs that will give them the academic credentials to proceed to post-

secondary education and training are not transferred into modified programs unless and until:

- I. Such decisions are made in collaboration with the parent; and
 - II. The Informed Consent in writing of the parent, legal guardian or designate has been obtained; and
- k) Provide reports to OKIB regarding services and supports provided to OKIB students assessed as requiring special education.

5.0 CURRICULUM & RESOURCES

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

- a) Introduce more culturally relevant materials, resources and activities in all subject areas for all students, such as through Board authorized courses, and for events and ceremonies sponsored by the School(s);
- b) Offer English First Peoples 10, 11 and 12, BC First Nations Studies 12 and residential school curriculum;
- c) Seek to continually identify measures for ongoing improvements to programs and school performance; and
- d) Seek and secure additional funding when possible.

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

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

5.4 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; and - 2. In conjunction with Indigenous peoples,

States shall take effective measures to recognize, protect and exercise these rights.

6.0 DOGWOOD GRADUATION

- 6.1** The Board will ensure each and every capable OKIB student is placed-in an education program that leads to Dogwood Graduation and a full-range of opportunities, such as training, post-secondary education and employment, and that the intentional or unintentional streaming or marginalization of OKIB students will not be tolerated;
- 6.2** The Board and OKIB will ensure that OKIB students and their parents are provided with information about the implications of a Dogwood Diploma, as compared with the Adult Dogwood Diploma and other school leaving certificates, to support informed decision-making by those OKIB students and Parents.
- 6.3** The Board will ensure there is appropriate and timely (i.e. early) counselling support for career and post-secondary education planning available to OKIB students

7.0 IDENTIFICATION OF STUDENTS REQUIRING ASSESSMENT

- 7.1** In order to ensure that OKIB students are appropriately identified as requiring supports, the Board will ensure appropriate and transparent ongoing informal and formal identification and assessment of OKIB students.
- 7.2** The Board will work with OKIB to develop appropriate criteria and process for identifying OKIB students who may require early assessment and intervention, in particular with regard to early Kindergarten level, recognizing that early identification and intervention is necessary to promote student success.
- 7.3** The Board will, with written Informed Consent obtained from the OKIB student's parent/legal guardian, work with OKIB to:
 - a) Monitor the progress of each OKIB student;
 - b) Identify and implement intervention supports to assist OKIB students to reach grade level, where necessary; and
 - c) Collaboratively make decisions about any adjustments to the level of an OKIB student's educational program and make those adjustments.
- 7.4** Parties agree that once an OKIB student is identified as requiring extra assistance, appropriate assessments will be carried out in a timely manner and as quickly as possible, and all supports possible will be implemented in the interim.

- 7.5 The Parties agree to monitor OKIB students in school and to meet with the student to create an attendance plan and/or behaviour plan for OKIB students who have ongoing unexcused attendance issues within a month. Students will not be penalized for being late due to transportation issues.
- 7.6 OKIB, after obtaining written Informed Consent from an OKIB student's Parent/guardian, agrees to provide the OKIB student with supports (such as assessments, tutoring, referrals, etc.) where possible.

8.0 SPECIAL EDUCATION PLACEMENT

- 8.1 The Parties agree that Special Education assessment and placement of, or timetable changes or new timetables for, OKIB students will follow the School District referral process, and the Ministry of Education, *Special Education Services: A Manual of Policies, Procedures and Guidelines*, as amended from time to time, and must include the following:

- a) Special Education placement:
 - i) Prior to placement of a OKIB student on a Special Education Individual Education Plan (IEP):
 1. An appropriate assessment must be completed, and the results must be provided to, and discussed with, the parent or legal guardian, the School-based team and designated OKIB Education support staff (e.g. as may be designated by the parent or legal guardian);
 2. An appropriate assessment must be completed, and the implication for educational services identified in an IEP, including agreed limitations (e.g. timeframe, number of courses and course type), for the purpose of assisting the OKIB student, with an ongoing reporting of services and results provided;
 3. A written report stating the reason for the placement, the options considered and the educational opportunities gained and lost by the placement must be provided to the parent or legal guardian and designated OKIB Education support staff; and
 4. Written Informed Consent from an OKIB student's parent is necessary for assessments;
 - ii) Special Education Placement Reporting:

1. Written reports on the results of the placement, based on the progress of the OKIB student, must be provided to the parent or legal guardian and appropriate OKIB Education support staff at the end of each term during the placement.
2. With a parent's written Informed Consent, an OKIB student's IEP's will be shared with the OKIB Education Department.

b) Appeals of Special Education Assessment or Placement Decisions:

- i) The Board will ensure parents or legal guardians are advised of their rights of appeal. If a parent wishes to appeal an assessment or placement decision, they may file such an appeal in accordance with applicable Board bylaws, policies and/or procedures regarding appeals ⁵;
- ii) The parent or legal guardian may request, and receive, support in the appeal process from the Indigenous Education Advisory Council (IEAC) or OKIB representative; and
- iii) The designated OKIB Education support staff will receive information about an OKIB student's assessment and/or placement after best efforts have been made to obtain the parent/legal guardian's written Informed Consent.

8.2 The Parties agree that IEPs will be reviewed and revisited with the School Based Team and/or Director of Student Support Services annually in collaboration with the OKIB student and his or her parent or legal guardian, and the IEP will be either:

- a) Renewed;
- b) Revised; or
- c) Concluded, where it is determined that the OKIB student no longer requires an IEP.

9.0 VULNERABLE STUDENT PLACEMENT

9.1 Every OKIB student identified as a Vulnerable Student shall be assessed for placement on an ILP. The Board will work with parents and OKIB to ensure placement of an OKIB student is supported by evidence and demonstrated need, and once an ILP is in place, it shall be reviewed regularly.

10.0 CHILD-IN-CARE

- 10.1** Upon becoming aware, the OKIB shall notify the Board of any OKIB student being a Child-in-Care. The Parties will thereafter ensure that appropriate supports are identified and provided to the OKIB student.
- 10.2** The Board will designate appropriate staff to be responsible for maintaining communications with the OKIB regarding an OKIB student who is a Child-in-Care.
- 10.3** The Parties will work with supporting agencies to ensure appropriate supports are implemented to assist an OKIB student who is a Child-in-Care.

11.0 STUDENT CONDUCT & SAFETY

- 11.1** The Board will establish policies, practices and other appropriate measures to create a safe learning environment, including safety from racism (students and staff), indifference, bias, marginalization, bullying and stereotyping for all students.
- 11.2** The Board will ensure a rigorous code of conduct and related measures are in place and operative to ensure student safety.
- 11.3** The Parties will encourage a team approach by school administrators with OKIB Education representatives when dealing with general disciplinary issues involving OKIB students.
- 11.4** With written Informed Consent of the parent or legal guardian, the Board agrees that OKIB shall be notified of potential disciplinary action and all correspondence related to the discipline of an OKIB student by the school administrator.
- 11.5** Expectations for OKIB student conduct shall be in accordance with the *School Act* and regulations, the code of conduct for each School as approved by the Board, and the appeals bylaws, policies and/or procedures of the Board, with due consideration given to any recommendations on discipline policy provided by the OKIB.⁶

12.0 CULTURAL AWARENESS & HIRING IN THE SCHOOL DISTRICT

- 12.1** The Parties agree to promote a greater awareness of and respect by all School District staff and contractors for the OKIB's unique language, culture and history through Board policies, practices, plans, curriculum and instruction.
- 12.2** The Board will ensure that the OKIB has an opportunity to be meaningfully involved in the School District's hiring process for senior leadership (e.g. Superintendent and Director of Indigenous Learning).

12.3 The Board agrees to cooperate with the OKIB to deliver professional development activities for all staff (e.g. teachers, education assistants, school bus drivers) working with OKIB students.

12.4 To prioritize implementation of sqilx^w culture, language and tradition, OKIB, in collaboration with the Board shall identify resource people to facilitate cultural workshops, ceremonies and other events.

13.0 TRANSPORTATION

13.1 The Board agrees to provide OKIB students access to school transportation to and from Schools of their choosing as defined in a Transportation Agreement.

13.2 In order to access the Joint First Nations Transportation Plan Funding, the Parties will identify OKIB students' transportation needs and jointly develop and submit annually to the tripartite First Nation Student Transportation Committee, a Joint First Nation Student Transportation Plan setting out how the Parties will ensure OKIB students have reliable and safe transportation services to the relevant School, including contingency measures for unexpected circumstances.

13.3 The Board agrees that, once transportation services are implemented pursuant to an approved and funded Joint First Nation Student Transportation Plan with the OKIB, the Board will not make changes to those services without written agreement of the OKIB.

13.4 As per Schedule G of BCTEA, in the event that the Parties determine they need to revise their Joint First Nation Student Transportation Plan, and that the revisions require further funding, the Parties may submit a revised plan to tripartite First Nations Student Transportation Committee.

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

14.0 REPORTING

14.1 The Board will provide OKIB with documentation that communicates student learning in regular reports for all OKIB students including:

- i) Confirming and collaborating on student information contact (e.g. Parent/guardian phone, email).
- ii) Reporting the number of OKIB students enrolled in alternate programs and their progress to date, enriched credits, and external credits if available;

- iii) Providing an aggregate summary of the number and Ministry Designation of OKIB students with IEPs and ILPs supported with adapted and modified programs;
- iv) Reporting the number of OKIB students who transition in and out of the District during a school year, and information on Early School Leavers as defined in Schedule B, if available.
- v) Reporting measures of success of OKIB students through aggregate results for achievement, attendance rates, grade to grade transition, graduation and student retention rates, supports for successful transition to post-secondary education, and number of OKIB students eligible to move on to post-secondary education;
- vi) Updating and reporting on the services and supports provided to OKIB students assessed and placed on IEPs, with either modified or adapted programs, including any IEPs that have been concluded, extended or adjusted; and
- vii) Identifying areas that require greater focus for the coming year to enhance OKIB student success.

14.2 Annual Report - Financial:

- a) The Board will:
 - i) prepare and submit an annual report by September 30th of each year; and
 - ii) if requested by OKIB, provide quarterly reports containing meaningful financial information.
 - iii) To the extent practical give consideration to the items listed in Schedule A when preparing the annual report or a quarterly report.
- b) If OKIB requests a quarterly report, OKIB representatives will discuss with Board representatives to ensure that the information is readily available.

15.0 INDIGENOUS STUDENT/OKIB STUDENT DATA

- 15.1** On request by OKIB, the Board will access the latest information about Indigenous students collected by the Ministry and provide the information to OKIB.
- 15.2** OKIB shall work with the Board as appropriate, to analyze the data described in 15.1 for purpose of identifying areas where OKIB can provide focused support to improve OKIB student performance and outcomes.

16.0 COMMUNICATION

- 16.1** The Parties will endeavor to establish and ensure excellent communication with each other through agreed upon preferred means, which may include, but not be limited to, regular meetings and contact through newsletters and other correspondence, as appropriate.
- 16.2** The Parties will advise parents of opportunities for input and involvement in their child's education, such as course selection dates, reporting periods, parent-teacher interviews, application deadlines and procedures for post-secondary education, etc.
- 16.3** The Parties will encourage information sessions for families to be held in community from time to time.

17.0 TUITION PAYMENT

- 17.1** For eligible OKIB students on the Nominal Roll attending Schools on September 30th, and for whom OKIB has received Tuition Funding from ISC, OKIB will pay to the Board the Tuition Fees amount in accordance with this section 17.0 of this Agreement.
- 17.2** The Parties agree that, subject to subsection 17.6(c), Tuition Fees payable are calculated as follows: First Nation Student Rate multiplied by the number of OKIB students enumerated on the Sept 30th Nominal Roll.
- 17.3** The Board will not charge OKIB a greater amount for the OKIB students attending a School than the First Nation Billing Rate.
- 17.4** For greater certainty, the Parties agree that OKIB is responsible only for Tuition Funding received from ISC for the Tuition Fees of OKIB's students according to the approved First Nations Billing Rate and approved Nominal Roll. Unless otherwise agreed, OKIB will not be responsible for paying any amounts for which it does not receive funding from ISC, or which exceeds the First Nation Billing Rate.
- 17.5** The Parties agree the September 30th Nominal Roll enrolment will be verified by:
 - a) OKIB; and
 - b) the Secretary-Treasurer and/or designate of the Board.
- 17.6** The Parties agree that Tuition Fees payable for each school year shall be paid by the OKIB to Board according to the following schedule:
 - a) 70% based of the current year's Tuition Fees on or before January 30;
 - b) Subject to subsection (c), the remaining 30% of the current year's Tuition Fees on or before May 31st ; and

- c) As it is common for the number of OKIB students attending School to fluctuate after September 30th, the Parties will, on or before May 31st, verify the difference between the number of OKIB students stipulated on the Nominal Roll and the actual number of OKIB students attending School as of May 31st. The difference in the number of OKIB students shall be used to calculate the 30% described in subsection (b).

17.7 In the event of a School closure due to a labour dispute, the Tuition Fees will be equitably adjusted by the agreement of the Parties and returned to OKIB for the benefit of the OKIB's students in the same manner as occurs with the Ministry of Education.

17.8 The Parties agree that additional services or programs not contemplated by this Agreement may be provided by the Board through agreement by the Parties on the terms and costs for such service(s) and/or program(s).

17.9 Where ISC is late in providing Tuition Funding to OKIB, then OKIB will notify the Board of the delay in a timely manner.

18.0 IMPLEMENTATION, MONITORING, REVIEW: LEA MANAGEMENT TEAM

18.1 The Parties hereby establish a joint LEA Management Team responsible for overseeing the implementation of this Agreement, with representation from OKIB and the Board.

18.2 The Parties agree to jointly develop terms of reference for the LEA Management Team within 20 days of the signing of this Agreement, to include:

- a) The membership of the LEA Management Team;
- b) The roles and responsibilities of the LEA Management Team (e.g. managing the implementation of this Agreement, including delegating tasks as appropriate);
- c) A requirement that the LEA Management Team develop and finalize an LEA implementation plan for approval by the Parties within a specified timeframe and which, upon approval, will be appended to this Agreement;
- d) The relationship of the LEA Management Team with the Indigenous Education Advisory Committee; and
- e) Other matters as agreed by the Parties.

19.0 DISPUTE RESOLUTION

- 19.1** If there is a dispute between the Parties with respect to any matter arising from this Agreement, or relating to the interpretation and application of this Agreement, the Parties agree to use their best efforts to resolve such disputes in a reasonable and timely manner and in good faith.
- 19.2** Where there is a dispute between the Parties, the Parties agree they will attempt to use any and all face-to-face means to resolve the dispute as soon as practicable after the dispute first arises before referring the dispute to senior level representatives.
- 19.3** The Parties agree to endeavour to resolve issues or disputes that may arise about this Agreement, or its implementation, in manner that fosters an improved, ongoing and respectful relationship between the Parties.

20.0 TERM & AMENDMENT

- 20.1** The term of this Agreement will be three years, beginning July 1, 2022 (Effective Date) and ending June 30, 2025.
- 20.2** Both Parties agree to formally review and, if agreed, amend this Agreement at least 90 days before each anniversary of the Effective Date.
- 20.3** This Agreement may only be terminated at the end of the school year June 30, with not less than 90 day's written notice.
- 20.4** Unless notice has been given to amend or terminate this Agreement, the Parties agree that the terms and conditions provided for in this Agreement will continue to apply until a new Agreement is signed.

21.0 NOTICES

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

To OKIB:
Chief and Council
Okanagan Indian Band
12420 Westside Road
Vernon, BC
V1H 2A4
Stacy.yow@okanagan.org

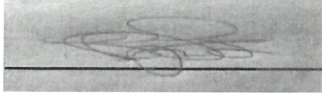
To the Board:
The Board of Education
School District 22 (Vernon)
1401-15th Street
Vernon, BC
V1T 8S8
Sd22_trustees@sd22.bc.ca

22.0 GENERAL

- 22.1** This Agreement will be governed by, and construed in accordance with, the laws in force in the Province of British Columbia.
- 22.2** This Agreement will be to the benefit of, and binding upon, the Parties hereto and their respective successors and assigns.
- 22.3** This Agreement supersedes any and all previous local education agreements between the Parties.
- 22.4** The Parties acknowledge that:
- a) nothing in this Agreement, or in the negotiation of this Agreement, or in any prior document leading to this Agreement, in any way defines or amends, recognizes, affirms, or denies the existence of, or in any way limits any priorities afforded to the Aboriginal rights of OKIB, and
 - b) this Agreement is without prejudice to the rights of the Parties with respect to such matters.

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

SIGNED on behalf of OKIB by its duly authorized Officers



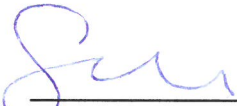
Chief Byron Louis

in the presence of:

Stacy Yow, Council Secretary

Witness

SIGNED on behalf of the BOARD OF EDUCATION School District 22 (Vernon)



Chairperson – Board of Trustees

In the presence of:

Cherkis, Superintendent of Schools

Witness

Schedule A (Indigenous Services Canada ISC Chapter 5 Education Program Guide)

Nominal Roll Funding is based-upon the annual BC First Nation Student Rate.

The annual BC First Nation Student Rate for the School will be the amount determined for the local provincial school district.

The Nominal Roll expenditures for OKIB student supports include:

- 1. Advertised tuition costs**
 - a) access to all elementary and secondary instructional programs
- 2. Support services for the Students**
 - a) seasonal and special transportation
 - b) specialized education programs
 - c) guidance and counseling
 - d) school liaison
 - e) financial assistance allowance
 - f) comprehensive instructional services
 - g) services that support the unique language and cultural needs of the Students
- 3. High cost special education programs**
 - a) Inclusive of education assessments

Schedule B: DEFINITIONS

The following definitions apply to the Agreement:

"1701 Information" means the data collected pursuant to the 1701 Instructions from school districts by the Ministry and used in the calculation of Full Time Equivalent (FTE) students for BC Public Schools.

"Aboriginal Education Council", locally called the Indigenous Education Advisory Committee, means a council established by a board of education or school district, comprised primarily of representatives from First Nations within the school district, to provide advice to improve outcomes for Aboriginal students.

"Adaptations" are teaching and assessment strategies especially designed to accommodate a student's needs so he or she can achieve the learning outcomes of the subject or course and to demonstrate mastery of concepts. Essentially, adaptations are "best practice" in teaching. A student working on learning outcomes of any grade or course level may be supported through use of adaptations.

"Adult Dogwood" means an adult high school diploma is the British Columbia Adult Graduation Diploma (BCAGD) for adult learners (18 and older) who want to take courses in order to complete high school and obtain their adult high school diploma.

"Attendance Protocol" means an attendance procedure carried out at the schools in the District, which outlines the recording of attendance of students and the approach to excused and unexcused absences with the overall purpose of encouraging strong attendance necessary for success in schools.

"BC Public School" or "BC Public School(s)" means all public schools in British Columbia providing kindergarten to grade 12 education, but does not include BC Independent Schools or First Nation Schools.

"BCTEA" means the British Columbia Tripartite Education Agreement. This sets the foundation for further growth and changes to support the growth of our BC First Nations education system. Those changes include new funding commitments, new First Nations education commitments from Canada and BC, Language and Culture funding for First Nation Schools, continuation of our Special Education Program, and important Nominal Roll changes.

"Board" or "Board of Education" means the board of school trustees constituted under the *School Act* for School District 22 (Vernon).

"Board/Authority Authorized Courses" are courses offered by BC Public Schools to respond to the local needs of the schools and their communities while providing choice and flexibility for students, according to requirements set by the Ministry of Education.

"Child-in-Care" means an OKIB child for whom the Director of Child Welfare is the sole guardian, and the Public Guardian and Trustee manages the child's estate.

“Dogwood Certificate or Diploma” means the British Columbia Certificate of Graduation that is awarded by the Minister to a student upon successful completion of the provincial graduation requirements, as set out in the provincial Graduation Program and, for greater clarity, does not include an Adult Dogwood.

“Early Leaver Prevention Plan” means a plan of student supports, services or accommodations developed and implemented, where parental consent has been provided, in a manner consistent with the Attendance Protocol and with the purpose of re-engaging the First Nation Student and re-establishing strong attendance. The Plan applies where a First Nation Student misses more than 10% of scheduled classes in a month and will address academic, behavioural, attendance and any other relevant issues and will include interventions to be undertaken by the school, First Nation and parents.

“Early School Leavers” means:

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

where the Early Leaver Prevention Plan has been unsuccessful and the OKIB student has no Individual Education Plan.

“Evergreen (School Completion) Certificate” is a school leaving certificate intended to celebrate success in learning that is not recognized in a Certificate of Graduation (Dogwood Diploma). It is used to recognize the accomplishments of students with special needs and an Individual Education Plan, who have met the goals of their education program, other than graduation (and not all students with special needs should be in an Evergreen Certificate Program.) The Evergreen Certificate is not a graduation credential; students who receive an Evergreen have not graduated. The Evergreen represents the completion of personal learning goals but does not represent graduation.

“First 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 (formerly the “First Nations Billing Rate”).

“First Nation Transportation Fund” means 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, commencing in the 2019/20 School Year.

“Indigenous Education Advisory Committee (IEAC)” means the Indigenous Education Advisory Committee comprised of the Okanagan Indian Band members, North Okanagan Friendship Centre Society, Vernon & District Metis Association and School District 22 (Vernon) representatives established to address all matters pertaining to the implementation of Indigenous Education.

"Indigenous Services, IS, ISC or DISC" means the federal department of Indigenous Services.

"Individual Education Plan (IEP)" means a documented plan developed for a student that describes individualized goals, Adaptations, Modifications, and the services to be provided, and includes measures for tracking achievement, as required by the provincial Individual Education Plan Order M638/95 and addressed in the Ministry of Education *Special Education Services: A Manual of Policies, Procedures and Guidelines (March 2011)*, as may be amended from time to time.

"Individual Learning Plan (ILP)" is an education plan developed by the School-Based Team for a student who does *not* meet the criteria for an IEP but is considered to be a Vulnerable Student.

"Informed Consent" refers to the provision of approval or assent, particularly and especially after thoughtful consideration, and after receiving all relevant information that is not unreasonably withheld. In the context of assessment and placement and education referrals, Informed Consent requires that the Parent be informed of:

- the assessment procedures to be carried out;
- the information to be collected;
- the intervention that may take place;
- the likely benefits and risks; and
- the option to refuse or withdraw at any time,

and be provided meaningful opportunity to provide input into the assessment and placement or education referral decision.

"Minister" means the Minister of Education (BC).

"Ministry" means the Ministry of Education (BC).

"Nominal Roll" means the annual census of eligible students living on-reserve and attending elementary/secondary school as of September 30.

"OKIB student" means a student who is ordinarily a resident on a reserve of the OKIB in British Columbia and is eligible to be on the Nominal Roll.

"Operating Grants Manual" means the provincial manual, as amended from time to time, that sets out the provincial funding formula that comprises a student basic allocation plus supplementary grants to determine school district allocations.

"Ordinarily a Resident on-Reserve" means that an OKIB student usually lives at a civic address on reserve, is a child in joint custody who lives on reserve most of the time, or is staying on reserve and has no usual home elsewhere. Students continue to be considered ordinarily a resident on reserve if they return to live on reserve with their parents, guardians or maintainers during the year, even if they live elsewhere while attending school or working at a summer job. (In this context, reserves are deemed to include all land set aside by the federal government for the use

and occupancy of an Indian band, along with all other Crown lands which are recognized by Canada as settlement lands of the Indian band of which the student is a resident.

"Parent" includes, in respect of an OKIB student:

- a biological parent or parents;
- the legal guardian 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;

"Parties" means the Okanagan Indian Band and the Board of Education for School District 22 (Vernon).

"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 #22.

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

"Targeted Indigenous Education Funding" means the funding provided to the School District by the Ministry of Education targeted for school age students of Indigenous ancestry participating in Aboriginal Education Programs and Services offered by public schools, which must be spent on the provision of these programs and services.

"Tuition Fees" means the money that the OKIB pays to the Board for the purchase of education services, including any mandatory School Fees, for students in the School District at the rate set out by the Ministry of Education in its fiscal framework for a given School Year.

"Tuition Funding" means the money received by the OKIB from Indigenous Services Canada for the education of OKIB students in the School District who are on the Nominal Roll, which is invoiced for by the Board as per the First Nation Student Rates established by the Ministry annually and as determined by the snapshot date of September 30th.

"Vulnerable Student" means a student who has been identified as finding learning more challenging based on the following factors: not meeting learning outcomes, significant absence from school, not transitioning to the next grade, failing courses, behaviour issues, under suspension, not at grade level and/or is a child in care.