

LOCAL EDUCATION AGREEMENT

Between

**THE FORT NELSON FIRST NATION COMMUNITY
EDUCATION AUTHORITY**

And

**THE BOARD OF EDUCATION
SCHOOL DISTRICT #81
FORT NELSON**

For the term

July 1, 2019 to June 30, 2024

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THEREFORE THE PARTIES AGREE AS FOLLOWS:

1 PREAMBLE AND STATEMENTS OF SHARED INTENT

WHEREAS the Fort Nelson First Nations Council, as the legitimate government of the First Nation, or its designate, has the authority and responsibility for the education of its members

AND WHEREAS the Board of Education, School District 81, has the authority under Section 86 (3) of the School Act to enter into agreements with respect to the education of Indian children as defined in the School Act and a Council of a Band as defined in the Indian Act (Canada)

AND WHEREAS it is recognized by the First Nation and the Board that the Board is the legislated authority relating to the governance and operation of the public schools, school personnel, and students

AND WHEREAS the First Nation and the Board intend to provide educational programs and other educational services for First Nation children resident within the School District which are appropriate and a continuing source of satisfaction and pride for the First Nation and for the School District

The First Nation and the Board of Education will work together to achieve the following:

- 1.1. To ensure that Fort Nelson First Nation students achieve their maximum potential and experience success at all levels in the School District schools, especially at the graduation level.
- 1.2. To develop, cooperatively and collaboratively, educational programs that offer a range of services aimed at enhancing academic, social, and emotional growth for Fort Nelson First Nation students. This includes participation in activities designed to develop leadership skills and expand student awareness of their opportunities.
- 1.3. To ensure that there is support and links between Chalo School and the School district to provide parity and quality of education.
- 1.4. To ensure Fort Nelson First Nations involvement in the implementation of First Nation programs. This involvement would include input on the selection of personnel and encouragement of Fort Nelson First Nation people to serve as role models and presenters, when available.
- 1.5. To ensure the District schools are welcoming places for Fort Nelson First Nation students and parents.
- 1.6. To develop and reinforce in Fort Nelson First Nation students a strong sense of identity, pride in their heritage, and feelings of self-worth as First Nation people.
- 1.7. To increase awareness and respect for Fort Nelson First Nation heritage and culture among all students and personnel of School District #81.
- 1.8. To increase family involvement in the education of Fort Nelson First Nation students.

THEREFORE the Parties agree as follows:

2.0 PURPOSE

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

- a) Confirm the Parties' shared commitment to, and responsibility and accountability for, First Nation Student success;
- b) Confirm the mutual desire and commitment of the Parties to build a positive, effective and collaborative and constructive relationship to work together to:
 - i. improve First Nation educational outcomes;
 - ii. assist First Nations Students to achieve their full potential; and
 - iii. jointly define "First Nations learner success";
- 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 performance of the School District and the educational needs of First Nation Students and arrange for the delivery of services, within a culturally respectful learning environment, that will meet these needs;
- e) Set out processes to identify targets and success measures, and monitor progress in reaching those targets, in relation to First Nation Student outcomes and achievement levels;
- f) Ensure a clear and meaningful role for the First Nation, parents, and legal guardians, in the education provided to First Nation 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 Operating Grants Manual, in order to maximize access to resources and services;
- h) Provide a framework and process for payment of tuition fees by the First Nation to the Board;
- i) Clarify or establish linkages between this Agreement and other accountability mechanisms, including the Aboriginal Education Enhancement Agreement (if any), the Enhancing Student Learning Framework, and Annual School Plans;
- j) Set out accountability measures, including those respecting reporting and auditing;

3.0 PRINCIPLES

3.1 The Parties agree to be guided by the following principles:

- a) First Nation learners have a right to quality education that respects the First Nation's language and culture;

- b) First Nation learners have a right to feel safe at school, including safety from racism, indifference, bias, marginalization, bullying and stereotyping;
- c) Positive experiences for children in early learning, pre-school and kindergarten contribute to a strong foundation for success throughout their school years;
- d) There must be high expectations of First Nation learners and their achievement levels;
- e) Respect for the First Nation's unique language, culture and history, and genuine efforts at achieving cross-cultural awareness and bridging, are fundamental for ensuring a safe, tolerant, respectful and appropriate learning environment;
- f) First Nation learners must learn the skills and knowledge needed to thrive in contemporary society;
- g) First Nation learners must have access to an education that will allow them to access any opportunities they choose, including a range of higher learning, employment, and life choices wherever possible;
- h) Maximizing and evolving the educational opportunities and benefits, and promoting success, for First Nation Students will occur through regular and ongoing engagement between the Board and the First Nation, and particularly with:
 - i. parents, elders, and other community members; and
 - ii. other educational stakeholder groups within the School District, including teachers, administrators, and support staff;
- i) School policies and learning environment will be respectful and will promote a greater understanding among staff and students of local First Nation culture, language, values and traditions;
- j) The effectiveness of this Agreement will be enhanced through regular joint reviews focused on identifying and implementing opportunities for improvement;

4.0 OBJECTIVES

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

- a) To grow a positive collaborative working relationship based on open, regular, and effective communication;
- b) To improve, and foster a learning environment at all levels of the school system that establishes high expectations of all students and that maximizes First Nation Students' learning by helping them feel safe and comfortable with a strong sense of belonging to the school and community;
- c) To ensure that there is support and links between Chalo School and the School District to provide parity and quality of education;

- d) To work in partnership to improve the performance of the School District to meet the educational needs of the First Nation Students and develop programs, services, and practices that will address and meet these needs, with priority placed on:
 - i. Early intervention, specifically in the areas of assessment,
 - ii. remedial work,
 - iii. attendance support
 - iv. assessment of academic age/grade levels,
 - v. First Nation content through the BC Curricular Competencies, and
 - vi. promoting courses such as English First Peoples and BC First Nations Studies 12
- e) To identify and ensure appropriate linkages between First Nations early learning programs and provincial elementary programs;
- f) To ensure that an Individual Education Plan or IEP, is in place and regularly reviewed for any student who is identified as requiring additional support (e.g. usually two years below grade level; physical or mental disabilities);
- g) To support and reinforce in First Nations Students a pride in their unique culture;
- h) To promote a greater understanding and awareness of, and respect for First Nation's history, language, and culture among staff and students;
- i) To facilitate positive interaction between school staff and the First Nation community, parents, and elders to promote and enhance cross-cultural awareness and understanding;
- j) To collaborate on the development of culturally appropriate First Nation programs which enhance academic and vocational skills and outcomes, while promoting personal, social, cultural, and linguistic growth;
- k) To collaborate and seek opportunities or supports that promote or contribute to First Nation Student success;
- l) To increase the number of First Nations Students taking high level academic courses, particularly in math and science;
- m) To increase the number and percentage of First Nation Students that meet or exceed the prescribed BC Ministry of Education Learning Outcomes in literacy, numeracy, and writing for K-12;
- n) To increase the number and percentage of First Nation Students who make a successful transition between all of our schools;
- o) To increase the number of First Nation Students who make successful grade-to-grade transitions;
- p) To increase First Nation Students' graduation rates and eligibility for post-secondary training, and skills which will assist in the development of their communities;
- q) To increase family involvement in the education of First Nation Students.

5.0. INTERPRETATION

For the purpose of this agreement, the following definitions shall apply:

- 5.1. "Dogwood Certificate or Diploma" means the British Columbia Certificate of Graduation that is awarded by the Ministry to a student upon successful completion of the provincial graduation requirements, as set out in the provincial Graduation Program Guide as authorized by the School Act, section 168 (2) (h).
- 5.2. "First Nation" means the Fort Nelson First Nation
- 5.3. "First Nation student" means a student who is eligible to be on the Nominal Role and for whom the First Nation receives tuition funding from ISC.
- 5.4. "First Nation Support Worker" means a person hired to provide support services for First Nation students, such as Aboriginal Education Programs and Services.
- 5.5. "Board" means the Board of Education, School District # 81 (Fort Nelson).
- 5.6. "Parent" means the parent or legal guardian of the child.
- 5.7. "A.O." means the Administrative Officers of School District #81 (Fort Nelson) i.e. Principals and Vice Principals.
- 5.8. "Education Program" means an organized set of learning activities that, in the opinion of the First Nation and the Board is designed to enable First Nation students to develop their individual potential and acquire the knowledge, skills, and attitudes needed to achieve a quality academic and culturally relevant education.
- 5.9. "Block Grant" means the funds received by the Board from the Province of British Columbia for the education of students in the School District through the fiscal framework.
- 5.10. "LEA" means the Local Education Agreement.
- 5.11. "LEA Working Group" means the working group established in Article 6.1 by the First Nation and the Board to review and revise the LEA.
- 5.12. "Ministry" means the Ministry of Education.
- 5.13. "School District" means the area constituted under the School Act as School District #81 (Fort Nelson).
- 5.14. "Nominal Roll" means a list of First Nation students in an Education Program as of September 30 of a school year, even if a student withdraws from, or is enrolled in, an Education Program after September 30.
- 5.15. "Full Time Equivalent (FTE) First Nation student" means a student who is in full time attendance and:
 - a) of school age as defined in the School Act, or
 - b) an adult learner in an educational program recognized by the Board, the Ministry of Education, and the First Nation.

- 5.16. "School Year" means a 12-month period commencing on July 1st and ending on June 30th of the following calendar year.
- 5.17. "Aboriginal or First Nation Funding" means the funding provided to School District 81 by the Ministry of Education for Aboriginal/First Nations Education Programs and targeted in the Block Grant.
- 5.18. "How are We Doing" or "HAWD" Report means the annual publication setting out the data collected by the Ministry of Education to monitor the performance of Aboriginal students in the BC public school system and which includes demographic and assessment outcomes at both provincial and school district level to open dialogue and make recommendations for improving the educational outcomes for Aboriginal students.
- 5.18. "Individual Education Plans (IEP)" means a documented plan developed for a student with special needs that describes individualized goals, adaptations, modifications, the services to be provided, and includes measures for tracking achievement. An IEP must have one or more of the following:
- the goals or outcomes set for that student for that school year where they are different from the learning outcomes set out in an applicable educational program guide; or
 - a list of the support services required to achieve goals established for the students; or
 - a list of the adaptations to educational materials, instructional strategies, or assessment methods.

An IEP should also include the following:

- the present levels of educational performance of the student;
- the setting where the educational program is to be provided;
- the names of all personnel who will be providing the educational program and the support services for the student during the school year;
- the period of time and process for review of the IEP;
- evidence of evaluation or review, which could include revisions made to the plan and the tracking of achievement in relation to goals, and
- plans for the next transition point in the student's education (including transitions beyond school completion).

As required by the provincial Individual Education Plan Order M638/9S and addressed in the British Columbia Ministry of Education Special Education Services: A Manual of Policies, Procedures and Guidelines (March 2011), as maybe amended from time to time.

- 5.19. "Informed Consent" refers to the provision of approval or assent, particularly and especially after thoughtful consideration, after receiving all relevant information. In the context of assessment and placement and education referrals, Informed Consent requires that the parent or guardian 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 provided meaningful opportunity to provide input into the assessment and placement or education referral decision.

- 5.20. "Modified Program" means a program that is modified in accordance with the British Columbia, Ministry of Education, Special Education Services: A Manual of Policies, Procedures and Guidelines (March 2011), as maybe amended from time to time. Modifications are instructional and assessment-related decisions made to accommodate a student's educational needs that consist of individualized learning goals and outcomes which are different outcomes or subject – that is, learning outcomes that are substantially different from the regular curriculum, and specifically selected to meet the student's special needs. Modifications should be considered for those students whose special needs are such that they are unable to access the regular curriculum (i.e. students with limited awareness of their surroundings, students with fragile mental/physical health, students medically and cognitively/multiply challenged.) Typically, students on a modified program will receive an Evergreen Certificate (school completion) not a Dogwood Certificate (graduation).
- 5.21. "Permanent Student Record" means that the record kept in accordance with Ministerial Order (MO082/09), which is required for each student enrolled or registered in the British Columbia public education system. The purpose of the Permanent Student Record is to document the history of a student's education program. The Permanent Student Record must be retained by school districts for 55 years after a student has withdrawn or graduated from school and stored according to School District policy. The Permanent Student Record consists of the following two parts: i) Form 1704, and ii) A minimum of the two most recent years of Student Progress Reports, including documentation to support orally communicated letter grades (or; an official copy of Transcript of Grades).
- 5.22. "Programs" means any programs that are established under the School Act that are offered to students in attendance during the term of this Agreement.
- 5.23 "School Act" means the provincial School Act, 2008.
- 5.24 "School Based Team" means a term of school-based personnel which has a formal role to play as a problem-solving unit in assisting classroom teachers to develop and implement instructional and/or management strategies and to coordinate support resources for students with special needs within the school, as set out in the British Columbia, Special Education Services: A Manual of Policies, Procedures and Guidelines (February 2011).
- 5.25 "Evergreen Certificate" or "School Completion Certificate" means the British Columbia School Completion Certificate granted by the Ministry, a School Completion Certificate is awarded to a student who has successfully completed the goals and objectives contained in his or her Individual Education Plan, in accordance with the requirements set out in Ministerial Order 205/95: Student Credentials Order, under the authority of the School Act, section 168 (2) (t).
- 5.26 "Second Count" means a second Nominal Roll count of eligible students living on-reserve and attending elementary/secondary school taken after September 30, but before February 15th.

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- 5.27. "Special Education Funding" means funding provided for students with special needs, as set out in the provincial Special Education Services: A Manual of Policies, Procedures and Guidelines (February 2011), as amended from time to time.
- 5.28. "Student File" means the file, in addition to the Permanent Student Record, that is required to be established and maintained for each student enrolled in the public education system and which must contain copies of current records used in the planning and administration of the student's education program.
- 5.29. "Student Support Plan (SSP)" means an education plan developed for a student where they do not meet the criteria for an IEP, but are considered "vulnerable" for the following reasons: not meeting learning outcomes, significant absence from school, not transitioning to the next grade, not at grade level, failing courses, behavior issues, children in care, or under suspension. An SSP will be developed similar to an IEP, although different from an IEP which is a component of the Special Education Manual. A student's individual learning need will be identified along with necessary learning supports and interventions will be provided by the school to assist the student to maximize their learning experience and to move the student to grade level in the given area by developing and implementing an adapted program. Where necessary the First Nation will assist the school with interventions in the home or in the community.
- 5.30. "Targeted Aboriginal Education Funding" means the funding provided to the School District by the Ministry of Education targeted for school age students of Aboriginal ancestry participating in Aboriginal Education Programs and Services offered by public schools, and which must be spent on the provision of these programs and services for which an Aboriginal student is eligible, including provincial base funding, ESD (English as a Second Dialect) and Special Education Funding. Targeted Aboriginal Education Funding must not be used for the delivery of provincial curriculum (provincial curriculum includes courses such as BC First Nations Studies 12 and English 12 First Peoples).
- 5.31. "Tuition Fees" means the funding per student received from ISC by the First Nation which the First Nation pays to the Board for the purchase of education services for students in the School District at the rate set by the Ministry of Education in its fiscal framework for a given school year.

6.0 ACCOUNTABILITY AND REPORTING

LEA Review

6.1. The parties agree to establish a Local Education Agreement Working Group ("LEA Working Group") which will be responsible for reviewing and revising this agreement.

a) The membership of the LEA Working Group is as follows:

<u>School District</u>	<u>Fort Nelson First Nation</u>
<ul style="list-style-type: none">• Superintendent• Director of Instruction (if in place)• Fort Nelson Secondary School Principal or designate• Board member• Secretary Treasurer	<ul style="list-style-type: none">• Community Education Authority Members (1 member is council appointed)• Chalo School Principal and/or Vice-Principal• Education Director

b) The LEA Working Group will meet twice a year and as needed. An appointee from the Community Education Council Authority will phone the District Superintendent in October* to schedule meetings.

7.0 TRANSITION OF STUDENTS FROM CHALO TO FORT NELSON SECONDARY SCHOOL

The parties believe that students will be best served when their social, emotional, and academic needs are taken into account in the transition from Chalo School to Fort Nelson Secondary School. Therefore, the following activities are to be considered in transition planning for all Fort Nelson First Nations students.

- 7.1. In May of each year, Fort Nelson Secondary School will request a list of potential Chalo students who are planning to attend Fort Nelson Secondary School the next school year. These students will visit and be oriented to Fort Nelson Secondary School.
- 7.2. Opportunities will be arranged for Fort Nelson Secondary staff to interact with Chalo staff so that both groups can become mutually familiar with respective school processes, student expectations, issues, concerns, etc.
- 7.3. Opportunities will be arranged for Chalo and Fort Nelson Secondary School staff to discuss individual student transition needs and program/placement options.
- 7.4. Opportunities will be arranged for Fort Nelson First Nation parents to visit and be oriented to Fort Nelson Secondary School.
- 7.5. Assistance will be given from District First Nations Support staff to Chalo students regarding transition issues.

- 7.6. Provision of school based standardized testing at Chalo School, and, where appropriate, followed up by psychoeducational tests administered by Fort Nelson First Nation.
- 7.7. Consideration for grouping of Chalo students to support their social and emotional needs.
- 7.8. Opportunities will be provided for Chalo students to participate in interschool activities.

8.0 TRANSFERS

Whenever possible, both parties will encourage families to consider transferring students during natural breaks in the school year. (Semester Break for FNSS, Christmas, Spring Break for elementary)

- 8.1. If any school receives information that a family is considering a transfer, the school receiving the information will contact the other school.
- 8.2. The school where the student is enrolled will contact the family to discuss the transfer request.
- 8.3. If the transfer is completed, the receiving school will inform the sending school.

9.0 COMMUNICATION

The First Nation and the Board of Education will work together to achieve effective communication and establish processes regarding Fort Nelson First Nation students' progress. These processes will:

- 9.1. Provide information to parents that will ensure that there is an awareness and understanding of programs.
- 9.2. Provide information that can be reported in the Fort Nelson First Nation monthly newsletter and social media, e.g. honor roll, school newsletter, highlights from the student handbook, extra-curricular opportunities, etc.
- 9.3. Provide information to parents and community to ensure that there is clear understanding of respective roles of staff who support Fort Nelson First Nation students.
- 9.4. Ensure that liaison meetings, that include the Fort Nelson First Nation Education Coordinator, are conducted to provide further support for students who are experiencing difficulty.
- 9.5. Provide collaboration so that Fort Nelson First Nation parents can participate more fully in parent teacher interviews. (i.e. transportation)

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10.0 ATTENDANCE AND BEHAVIOR

The First Nation and the Board of Education recognize that the primary level of responsibility and accountability remains in the relationship between the parents and the school. However, both parties recognize the contribution that the extended family and the Fort Nelson First Nation community play in the students' lives.

Additional support and information sharing are supplemental to this relationship. Specifically, the parties agree that:

- 10.1. Attendance procedures for Fort Nelson First Nation students will be a part of the standard attendance procedures.
- 10.2. Prior to the release of any information to the Fort Nelson First Nation Community Education Authority concerning student attendance, progress, and behavior, signed School District "Release of Information Forms" will be provided to the School District. The "Release of Information Forms" will be renewed annually.
- 10.3. The following will apply only in cases for whom "Release of Information Forms" have been completed:
 - a) The Fort Nelson First Nation Community Education Authority will receive weekly attendance profiles for its students.
 - b) Information regarding attendance about identified students will be reported frequently to the parents as well as the Fort Nelson First Nation Community Education Authority.
 - c) Behavioral or disciplinary concerns of Fort Nelson First Nation students will be handled according to standard administrative policies that apply to all students. The outcomes will be reported to the Fort Nelson First Nation Community Education Authority.
 - d) Fort Nelson First Nation students, who are referred to the Discipline Review Committee, or their parents, may request an advocate to be present during the hearing.
- 10.4. In cases where no "RELEASE OF INFORMATION FORM" has been completed, and Fort Nelson First Nation has established a truancy bylaw with the specific intent of enforcing it through a penalty or sanction:
 - a) Fort Nelson First Nation will provide a copy of the bylaw to the School District.
 - b) Fort Nelson First Nation may approach the District, indicating that it is conducting an investigation into the attendance of a particular student, requesting relevant information.
 - c) The School District may release the information to Fort Nelson First Nation

11.0 STUDENT PROGRESS

The First Nation and the Board will work through their respective Aboriginal Education personnel to support students. Specifically, the parties agree:

- 11.1. Identification of these students will be by either FNFN or School District personnel.
- 11.2. Regular liaison meetings between FNFN and School District personnel will be held to discuss particular students and put support in place for them.
- 11.3. Upon request from Fort Nelson First Nation education designates, progress checks on particular students will be made and feedback reported, if the appropriate "Release of Information" forms have been provided.

12.0 STUDENT DISCIPLINE

- 12.1. Discipline related to First Nation students will be in accordance with the School Act and Regulations, the Code of Conduct for each school as approved by the Board, and the Appeals Bylaw of the Board.
- 12.2. When dealing with a specific discipline case related to their child or ward, a First Nation parent or guardian may request to be accompanied by a person of his/her choice; such request shall not be unreasonably denied.
- 12.3. If a request is denied, a First Nation parent, guardian or other representative may have the decision reviewed by the Superintendent.
- 12.4. The parties will endeavor to employ a restorative justice approach when dealing with disciplinary issues involving First Nation students.

13.0 CROSS-CULTURAL AWARENESS AND HIRING WITHIN THE SCHOOL DISTRICT

- 13.1. The Board of Education shall make every effort to attract and retain qualified First Nation teachers, counselors, and support staff.
- 13.2. The First Nation will be invited to be involved in the staff selection for positions that exclusively benefit First Nation students. Involvement may include development of job descriptions, shortlisting of candidates, interviewing, and selection.
- 13.3. The Board of Education shall encourage schools to invite First Nation resource personnel to assist teachers.

14.0 OBLIGATIONS OF THE BOARD OF EDUCATION

The Board of Education agrees to:

- 14.1. Enroll and provide to First Nation students an educational program in accordance with the School Act and regulations and orders there under.
- 14.2. Provide equal opportunity for success of First Nation students.

- 14.3. Consult with the Fort Nelson First Nation about issues relating to the education of Fort Nelson First Nation learners.
- 14.4. Continue the LEA Working Group as described in this agreement.
- 14.5. Continue to support First Nation educational and cultural programs.
- 14.6. Invite Chalo teachers to be involved in District curriculum committees and in-service opportunities.
- 14.7. Establish Aboriginal Education Enhancement Steering Council, as described in appendix A to this Agreement.
- 14.8. Work cooperatively to access funds for agreed upon projects such as transition programs, home bound services, and alternate education programs.
- 14.9. Support the inclusion of cross-cultural awareness.

15.0 OBLIGATIONS OF FORT NELSON FIRST NATION

Fort Nelson First Nation agrees to:

- 15.1. Foster the importance of education in the homes of members of the Fort Nelson First Nation.
- 15.2. Promote multi-lingualism in the relevant Fort Nelson Nation language(s), as well as English, and promote knowledge of Fort Nelson First Nation teachings and traditions.
- 15.3. Promote the active participation and involvement of parents in the education of Fort Nelson First Nation children, both curricular and extra-curricular.
- 15.4. Obtain "Release of Information Forms" as required to give effect to this agreement.
- 15.5. Continue and strengthen the development of First Nation education and cultural programs within the Nation.
- 15.6. Encourage Chalo teachers to be involved in District curriculum committees, and in-service programs.
- 15.7. Fort Nelson First Nation agrees to provide, upon request, a list of resource materials and names of people with expertise in the Fort Nelson First Nation cultural, educational, and governmental issues.
- 15.8. Support Fort Nelson First Nation students' regular school attendance.
- 15.9. Ensure that provincial curricula are utilized in Chalo School and the intent of Ministerial Orders is followed with the goal of ensuring that Fort Nelson First Nation students achieve learning outcomes substantially comparable to those required for graduation by the Ministry of Education.
- 15.10. Support and participate in the Aboriginal Education Enhancement Steering Committee.

- 15.11. Invite School District #81 staff to participate in curriculum committees, in-service, and cultural awareness activities.
- 15.12. Work cooperatively to access funds for agreed upon projects such as transition programs, homebound services, and alternate education programs.

16.0 CURRICULUM DEVELOPMENT AND DELIVERY FOR STUDENTS

- 16.1. Both parties agree to discuss opportunities to cooperatively access funds and develop curricula in First Nations Studies, including language and culture, history, science, Residential School history, and other subject areas.
- 16.2. The District agrees to introduce more culturally relevant material and activities in subject areas as outlined in the BC Curriculum, with the goal of increasing awareness of local culture amongst all students.
- 16.3. The District may provide a local Language Program subject to adequate funding, enrollments, and qualified language instructors.
- 16.4. The District will advise students of any courses that are not recognized in all jurisdictions across Canada, currently such as English First Peoples 12.
- 16.5. The District will provide, within the limits of the available budget, the necessary staff assistance and/or release time to assist curricula development and to enable staff employed by the Board of Education to undertake the necessary training.

17.0 ASSESSMENT AND PLACEMENT

- 17.1 The District will work with the Fort Nelson First Nation to monitor First Nation students and will strive to ensure that they are placed in appropriate programs. It is agreed that it is important to keep students in regular programs leading to Dogwood Graduation, whenever possible.
- 17.2 The Board agrees that parents or legal guardians will be invited to participate in meetings regarding their children and parents may request a representative of the First Nation be included in these meetings.
- 17.3 The District will work with parents and the First Nation to:
 - a) Monitor the progress of each First Nation Student;
 - b) Identify and implement intervention supports to assist First Nation Students to reach grade level where necessary; and
 - c) Collaboratively make decisions about any adjustments to the level of a First Nation's Student's educational program and make those adjustments after making best efforts to obtain the informed consent of the First Nation Student's parents or legal guardian.

- 17.4 The Parties agree that assessments may include classroom, school, district, or provincial assessments and that these assessments are intended to result in instruction, interventions, and resources that improve student learning.

18.0 SPECIAL EDUCATION

- 18.1. The Parties agree that Special Education assessment and placement of, or timetable changes or new timetables for, First Nation Students will follow the School District referral process and must include:

a) Special Education assessment:

- i. Best efforts must be made to obtain the Informed Consent in writing of the First Nation Student's parent or legal guardian;
- ii. All pertinent information about the assessment process is provided to the parent or legal guardian and/or designate which may include the Education Coordinator of the First Nation; and
- iii. Upon completion of an assessment, the parent or legal guardian and/or designate which may include the Education Coordinator of the First Nation will be provided with the outcomes of the assessment. For professional assessments, a verbal and written report stating the outcomes of the professional assessment and the professional recommendations will be provided to the parent or legal guardian and the designate of the parent or legal guardians.

b) Special Education placement:

- i. Prior to placement of a First Nation Student on a Special Education Individual Education Plan:
 1. An appropriate assessment must be completed, and the results must be provided to, and discussed with, the parent or legal guardian and/or designate;
 2. An appropriate assessment must be completed, and the implication for educational services identified in an Individual Education Plan, for the purpose of assisting the student, with an ongoing reporting of services and results provided;
 3. The completed Individual Education Plan will state the reason for any special education placement, timetable changes due to assessment outcomes, and whether the student is on a Dogwood or Evergreen path due to professional assessment outcomes and prior educational achievement and must be provided to the parent or legal guardian and/or designate; and
 4. Informed Consent in writing of the parent or legal guardians must be made;
- ii. Special Education Placement Reporting:
 1. Individual Education Plan updates to review the First Nation student's goals and progress will be conducted at agreed upon times.

Best efforts must be made to include the parent or legal guardian and/or designate in the update meeting(s). A copy of the update report must be provided to the parent or legal guardian and/or designate.

19.0 NOMINAL ROLL, ENROLLMENT, TUITION PAYMENT, AND TRANSFER OF STUDENTS.

- 19.1. Fort Nelson First Nation will pay to the Board of Education for actual nominal roll students at the First Nation billing rate.
- 19.2. The confirmed September 30 enrollment figures forwarded to the Ministry of Education will form the basis for the calculations.
- 19.3. Upon release of the current year's nominal role from ISC, the tuition fees payable will be paid by the First Nation to the Board of Education, in equal monthly payments, with full payment being made by June 30 of each school year. Unless otherwise agreed, the First Nation will not be responsible for paying any amounts for which it does not receive funding from Indigenous Services, or which exceeds the First Nation Student Rate.
- 19.4. Where Indigenous Services Canada is late in providing Tuition Funding to the First Nation;
 - a) the First Nation will notify the Board of the delay in receiving ISC funding, and
 - b) the Board will not charge interest to the First Nation on any amount that is outstanding due to Indigenous Services' late provision of funding.
- 19.5. Parents will be encouraged to opt for the school of their choice prior to September 30 of the school year. In the event a later transfer is being contemplated, the respective principals will meet with the parents to discuss the situation.

20.0 DEFAULT

- 20.1. Subject to Article 19.1, any default by the First Nation in making the payments required may result in the termination of this Agreement at the option of the Board of Education. The Board of Education will notify the First Nation in writing of such termination and provide 30 days prior notice of such termination.
- 20.2. In the event of termination of this Agreement under Article 19.1 the First Nation will be responsible to the Board of Education for any tuition they have received prior to the default/ending of this agreement.
- 20.3. The Board of Education and the First Nation acknowledge that some obligations under this Agreement are dependent upon monies and resources being made available by entities other than the Board and the First Nation. If such monies and resources are not made available, the Board of Education and /or the First Nation will not be obligated to carry out the terms of this Agreement that require such monies and resources.

21.0 ACCESS TO RESOURCES AND SERVICES

- 21.1. Both parties will make available workshops and professional development resources to the other at negotiated shared costs.
- 21.2. Chalo personnel will have access to professional meetings including AO meetings, conferences, and training sessions.
- 21.3. Wherever possible, both parties will make available resources and support staff to share ideas, put on workshops, circulate information, and work with teachers and students.

22.0 TERM

- 22.1. This agreement between the First Nation and the Board of Education will be for the period July 1, 2019 to June 30, 2024.

22.2. Extension of Agreement

The Agreement may be extended and/or modified with the mutual consent in writing of the First Nation and the Board of Education prior to April 1 of any year.

22.3. Termination

1. Fort Nelson First Nation or the Board of Education may terminate the agreement by giving written notice to the other party three months prior to the end of the term of the agreement.
2. Should either party breach its obligation under this agreement, the defaulting party shall be given 30 days' notice in writing to rectify the breach. If the defaulting party fails to rectify the breach, the agreement may be terminated by the party asserting the breach on June 30th of that school year.

23.0. DISPUTE RESOLUTION

1. If a dispute arises between the parties in relation to this Agreement, or out of this Agreement, the parties agree that the following dispute resolution process must be used:
 - a). A meeting must be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute
 - b). If, within fourteen (14) days after such meeting, or such further period agreed to by the parties in writing, the parties have not succeeded in negotiating a resolution of the dispute, the parties agree to submit the dispute to mediation.
 - c). The parties must jointly appoint a mutually acceptable mediator. If the parties are unable to agree upon the appointment of a mediator within seven (7) days after the end of the negotiation period referred to in paragraph (b), the parties must apply to the British Columbia Mediator Roster Society, or such other organization or person agreed to by the parties in writing, which will, within seven (7) days of the application, appoint a mediator taking into account.

- i. the need for the mediator to be neutral and independent,
 - ii. the qualifications of the mediator,
 - iii. the mediator's fees,
 - iv. the mediator's availability, and
 - v. any other consideration likely to result in the selection of an impartial, competent, and effective mediator.
- d) The parties agree to participate in good faith in a mediation session which must occur within thirty (30) days after the appointment of the mediator, or such further period agreed to by the parties in writing.
 - e) The parties agree that the mediation will be conducted in accordance with the Mediation Rules of the British Columbia Mediator Roster Society.
 - f) The parties agree to share equally the cost of the mediation which costs will not include costs incurred by a party for representation by counsel.

24.0. NOTICES

- 24.1. Any notice, claim, consent, waiver, statement, or other document 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:

If to the First Nation:

Fort Nelson First Nation
 R.R. 1 Mile 295 Alaska Highway
 Fort Nelson, B.C.
 V0C 1R0

If to the Board:

The Secretary-Treasurer
 School District #81
 Box 87
 Fort Nelson, B.C.
 V0C 1R0


25.0 GENERAL

- 25.1. This Agreement will be governed by and construed in accordance with, the laws in force in the Province of British Columbia.
- 25.2. This Agreement will be to the benefit of, and binding upon, the Parties hereto and their respective successors and assigns.
- 25.3. This Agreement supersedes any and all previous local education agreements between the Parties.
- 25.4. The Parties acknowledge that:
- a) nothing in the 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 or treaty rights of the First Nation, and
 - b) that this Agreement is without prejudice to the rights of the Parties and the First Nation with respect to such matters.

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

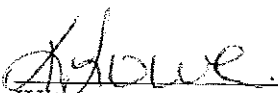
SIGNED on behalf of the

FIRST NATION by its duly authorized Officers



 Chief Sharleen Gale

In the presence of:




 Witness



 Chairperson - Community Education Authority

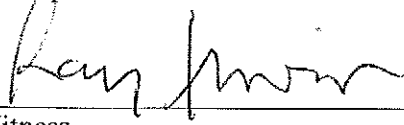
SIGNED on behalf of the

BOARD OF EDUCATION



 Chairperson-Board of Education

In the presence of:



 Witness



 Superintendent of Schools

APPENDIX "A"

to the
Local Education Agreement
between
Fort Nelson First Nation
and
School District #81 (Fort Nelson)
regarding:

Aboriginal Education Enhancement Steering Committee ("AEESC")

1. Purpose:

- 1.1. To ensure regular and ongoing consultation and discussions regarding the education of Aboriginal students

2. Mandate:

- 2.1. The AEESC will act as a committee of the Board and the Fort Nelson School District #81 and will report to them respectively.
- 2.2. The AEESC may deal with the following:
 - 2.2.1. Policies and programs related to Aboriginal students.
 - 2.2.2. Analysis of the Annual reports.
 - 2.2.3. Goal setting for future Aboriginal education initiatives
 - 2.2.4. Other issues mutually agreed upon.

3. Composition:

The composition of the Aboriginal Education Enhancement Steering Committee will be composed of representatives from some or all of the following groups and organizations: School District 81 (Fort Nelson), Fort Nelson Secondary School, Fort Nelson First Nations CEA, Prophet River Aboriginal Women's Society, and from other groups or organizations that are widely recognized as representing Aboriginal people living in the area of School District 81 (Fort Nelson).

4. Chair:

- 4.1. The AEESC will be chaired by the SD 81 Director of Instruction or another delegate of the Superintendent.

5. Frequency of meeting:

The AEESC will meet two times each year in November and May and at other times as needed.

6. Meeting sites:

Meeting sites will be determined by the Chair through consultation with the Committee.

7. **Decision:**

7.1. Decisions will be made by consensus wherever possible.