

LOCAL EDUCATION AGREEMENT 2020

Collaborating for the Future

Doig River First Nation
The Original Peoples



and

School District No. 60

Where Together We Learn

On the Territory of the Tsaa? çhé ne dane



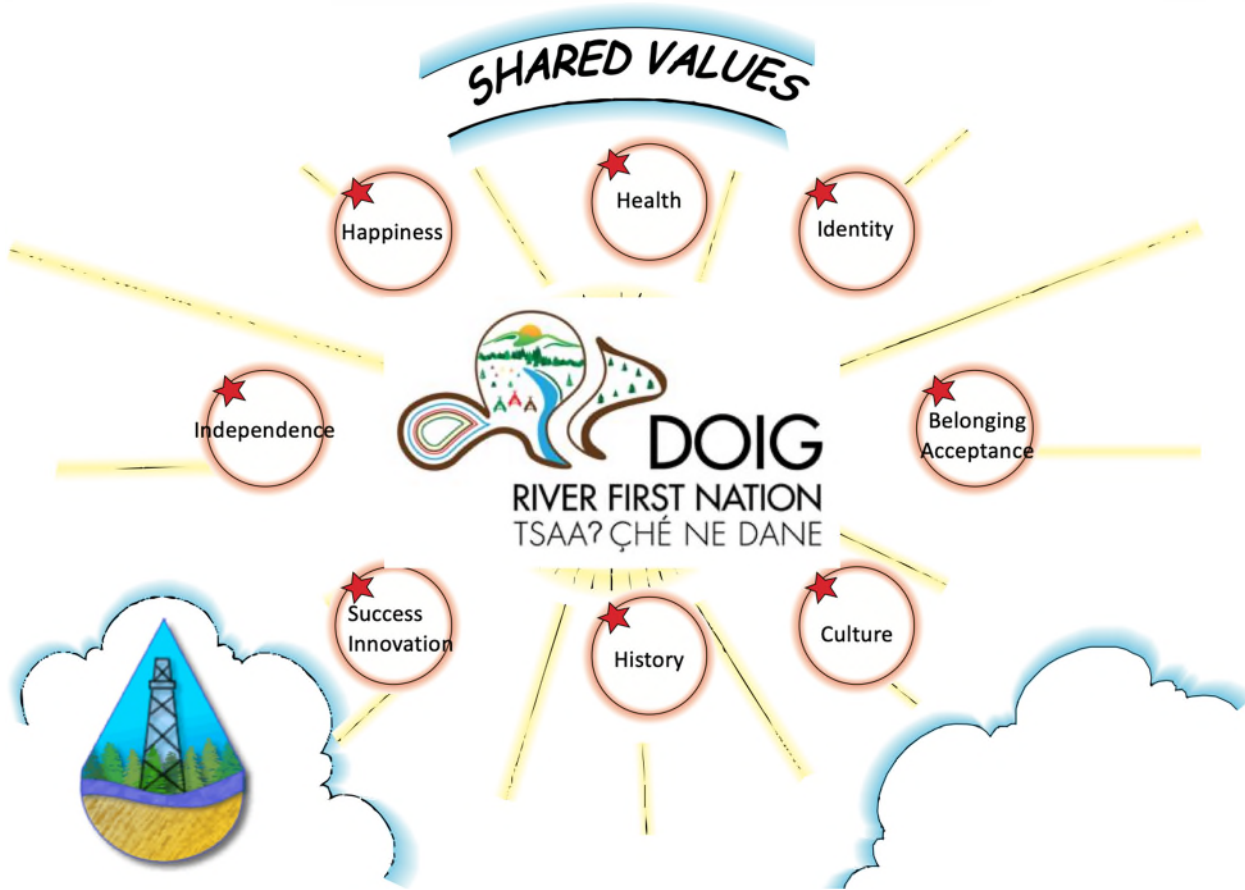
Je aa h'aanache

We live and learn on the territory of the Tsaa? çhé ne dane, within Treaty 8.

INTRODUCTION

The negotiation and adoption of a Local Education Agreement (“**LEA**” or “**Agreement**”) provides a significant opportunity for Doig River First Nation (“**DRFN**”) and the Peace River North Board of Education to focus attention on improving educational outcomes for DRFN students and on developing the relationship necessary to accomplish that mutual goal.

The purpose of this Agreement is to establish shared and individual responsibilities in the education of our students from DRFN. The Parties will reconfirm their commitment to helping DRFN students reach their highest potential. The terms of this Agreement reflect the *BC Tripartite Education Agreement between Canada, British Columbia, and the First Nations Education Steering Committee* to support DRFN student success.



**Doig River First Nation
AND
School District No. 60**



Local Education Agreement 2020

VISION

Believing in the success of each student, our vision is for DRFN (**Tsaa? çhé ne dane**) and School District No. 60 to work collaboratively to support student achievement during their educational journey toward graduation.

MISSION

In a kind and inclusive school community, we will work together in the following manner to support our Tsaa? çhé ne dane students, to be successful, happy and engaged at all levels of their education, Kindergarten to Grade 12:

- We will create spaces that will welcome Parents as partners in their child's education;
- We will support the School District community to acknowledge, understand and respect the DRFN Members as original peoples and rights holders;
- We will integrate language, stories, songs and traditions of the Tsaa? çhé ne dane into the curriculum;
- We will create classrooms where Tsaa? çhé ne dane voices are heard and where DRFN students feel like they belong; and
- We will develop and deliver educational programs, processes and supports that will foster academic excellence, independence, cultural knowledge, positive personal responsibility, a growth-mindset and a sense of confidence.

Together, we will support the students of DRFN to be successful on their unique path, pursuing their gifts and talents, developing the skill-sets and academic credentials needed to enroll in post-secondary education, workplace training and ultimately employment within contemporary society.

Doig River First Nation & School District 60 LEA 2020



What Success Looks Like

- ◆ Graduate with dignity & options
- ◆ Attain high grades in English 12 and Math 11
- ◆ Work with purpose toward goals throughout education
- ◆ Self sufficient & confident
- ◆ Understand steps to becoming an independent young adult
- ◆ Good health: physical, mental, spiritual - Thriving
- ◆ Understand how to access: post-secondary education, trades, employment
- ◆ Financial literacy skills
- ◆ Strong identity
- ◆ Positive connection to community & history
- ◆ Pride in achievements
- ◆ Resilience, persistence, Growth Mindset



Collaborating & Communicating for the Future


- Open, respectful sharing of ideas and information to make educational decisions for our students.
- Regularly scheduled meetings at least 3 times per year, with a process for meeting more often should DRFN or SD60 wish to gather for discussion.
- SD60 will share achievement, enrollment and attendance reports with DRFN, to be proactive partners for student success.
- Both parties recognize the importance of working together for the benefit of our children from the Doig River First Nation, so that they may reach their utmost potential.

SHARED VALUES

- Health-mind, spirit, body
- Happiness
- Independence
- Identity-History-Culture
- Success - Innovation
- Belonging-Acceptance

VISION

Believing in the success of each student, our vision is for the Tsaa ché ne dane and School District No. 60 to work collaboratively to support student achievement during their educational journey toward graduation.



MISSION

In a kind and inclusive school community, we will work together to support our Tsaa ché ne dane students to be successful, happy and engaged at all levels of their education, Kindergarten to Grade 12.

- We will create spaces that will welcome parents as partners in their child's education.
- We will support the school district community to acknowledge and understand the Doig River First Nation People as the Original People and Right Holders of this territory.
- We will integrate the language, stories and traditions of the Original People into the curriculum.
- We will create classrooms where all voices are heard and where everyone belongs.
- We will develop and deliver educational programs, processes and supports that will foster academic excellence, independence, cultural knowledge, positive personal responsibility, a growth-mindset and a sense of confidence.

Together, we will endeavor to support the students of Doig River First Nation to be successful on their unique path pursuing their gifts and talents, developing a strong skillset that will enable them to enroll in post-secondary education, complete workplace training and gain lucrative employment.



Access to Quality Education

The Doig River First Nation Students, at all levels of education, must have access to educational opportunities that:

- are structured to support the growth, safety and unique needs of each student;
- offer safe places within schools and classrooms that promote a sense of belonging and inclusion;
- offer multiple opportunities for communication between students so DRFN Students may find their 'voice', to be heard and to be understood;
- ensure that they are confident in their self-identity, their families, their communities and traditional values, language and cultures;
- support transitions at all levels of education;
- give them the skills they need to thrive in contemporary society, including 21st century technological skills;
- prepare them to access any opportunities they choose for higher learning, employment and life choices; and
- Support DRFN Students to feel competent to 'walk in both worlds' with dignity and pride – Indigenous and Mainstream.



Reconciliation

Indigenous Education requires collaboration and cooperation to ensure that all First Nation Students are supported to achieve successful education outcomes.

- It is important to the Elders of the Tsaa ché ne dane that SD60 personnel understand that they are the Original People of the land. An understanding of the historical timeline of land use in our area will help teachers appreciate the importance of reconciliation and collaboration between the school system and The Original People. DRFN is committed to supporting this understanding through respectful conversation and learning from one another.
- The gap in educational outcomes between First Nation Students and non-First Nation students is a persisting legacy of colonialism, and concerted efforts are required to eliminate this gap.
- Quality First Nations education includes standards, programs, services, school supports and investments that provide appropriate tools and resources aimed at achieving successful First Nation Student outcomes and achievements, while addressing their unique needs.



School District 60

- Ensure that Doig River First Nation Students have equitable access to educational programs in the School District, and to continue to strive towards high levels of First Nation Student success in educational programs;
- Continue to explore ways and means of including Indigenous language instruction in the school setting with the help and support of the Doig River First Nation community.
- Collaborate with DRFN to provide classrooms with educational resource materials that promote an understanding of and appreciation for the history, language and culture of the Tsaa ché ne dane in British Columbia, including the historical timeline of land use in our area.
- Promote the offering of, and enrollment in, BC First Peoples 12, Indigenous Studies 12 and Learning from Our Elders 11&12.
- Ensure Schools support and encourage Doig River First Nation Students to participate in extracurricular and sports activities;
- Ensure teachers provide information to parents regarding their child's educational program in a timely, consistent manner.



Tsaa ché ne dane

DOIG
RIVER FIRST NATION
TSAA? CHÉ NE DANE

- Promote the active participation and involvement of parents and other community members of the First Nation in the education of their children.
- Encourage and support Doig River First Nation Students to participate in extracurricular and sports activities.
- Organize and host parent/guardian information sessions to explain various educational processes in School District No 60 so DRFN community members feel more comfortable participating in the education of their children..
- Provide an opportunity for youth in the DRFN Community to gather to support one another in their future goals.
- Provide knowledge and ideas to SD60 staff in the implementation of local Indigenous content into the curriculum, including language programs.
- Work with SD60 to effectively monitor students; their achievement, enrolment and attendance.



Our Dreams for the Children of the Doig River First Nation are:

Our dream is for our children to have a strong sense of cultural identity, pride in themselves and their community as they achieve high school graduation with the credentials needed for their future goals.

~ Chief and Council, Doig River First Nation

My dream for the children of our nation is to gain higher education, to move from simply surviving to thriving! I want students to realize their full potential and understand that they can succeed. Our Elders felt the effects of the Day School era and because of their experience, our children have a chance for a healthier educational experience. Our Elders paved the way for our younger generation.

~ Stephanie Attachie, Doig River First Nation Parent

My dream for our children is for them to have a positive and inclusive experience within the School District so they may pursue every opportunity available through academics, sports, fine arts, culture and language that will provide them a strong foundation of skills and confidence for future endeavors.

~ Shona Nelson, Doig River First Nation Band Manager

My dream for the children of the Doig River First Nation is to have each and every one of them succeed at their best potential. They will graduate with a Dogwood Graduation Certificate, confidence, options and dignity.

~ Pat Jansen, Principal, Indigenous Education Center

My dream for the children of Doig River First Nation is that they graduate with everything needed to contribute to health and happiness and that of others. The time spent in our schools should help students build the strengths needed for the success they seek.

~ Helen Gilbert, School District No. 60, Trustee (Board Chair)

My wish for the Doig River First Nation students is that they continue to affect change and transformation in the worlds they walk. Their voices are calling for the examination of attitudes, beliefs and practices within the education system and moving forward transformational change.

~ Carleen Andrews, Director of Instruction, School District No. 60

THIS AGREEMENT made and entered into this 22nd day of June, 2020 shall be effective from the 1st day of July, 2020.

BETWEEN:

THE DOIG RIVER FIRST NATION

(“DRFN”)

AND:

**THE BOARD OF EDUCATION
SCHOOL DISTRICT NO. 60**

(the “Board”)

(collectively, the “Parties”)

WHEREAS

- A. On July 1, 2018, the Province of British Columbia (the “Province”), the Government of Canada and the First Nations Education Steering Committee entered into the BC Tripartite Education Agreement (“BCTEA”), agreeing to work together to make systemic shifts to support successful educational outcomes of all First Nation students, regardless of where they live or are enrolled in school in British Columbia (“BC”), through the provision of high quality and culturally relevant elementary and secondary educational programs and services, and supported by funding that is responsive to unique needs of First Nation students, First Nation schools and communities.
- B. The parties to the BCTEA recognize Local Education Agreements (“LEAs”) as an integral part of the delivery of education services to First Nation students attending BC Schools, as they are an important mechanism for building relationships between First Nation communities and boards of education and schools to support improved First Nation student outcomes.
- C. The Parties recognize that the signing of this LEA is a step consistent with the Province’s commitment to adopting and implementing the *United Nations Declaration on the Rights of Indigenous People* and the Truth and Reconciliation Commission *Calls to Action* for reconciliation. In addition, the Parties agree that this approach intends to follow BC’s *Draft Principles that Guide the Province of British Columbia’s Relationship with Indigenous Peoples*.
- D. The Board has the authority, under section 86 (3) of the *School Act*, RSBC 1996, c 412, to enter into agreements with a Council of a Band as defined in the federal *Indian Act*, RSC, c. I-5, or the council of an Indian band established by another Act of the government of Canada, with respect to the education of First Nations students.
- E. DRFN, pursuant to its inherent jurisdiction over educational matters, has the authority and responsibility for the education of Students and desires to ensure its Students all have access to, and receive, quality education that is respectful and reflective of their unique culture and history.

- F. The Parties agree that the principals, teachers and other staff in BC Public Schools have a central and important role to play in the provision of quality education programs and services and in the implementation and effectiveness of a LEA.
- G. The Parties wish to enter into this Agreement to set out the terms and conditions regarding the purchase of education services by DRFN from the Board for its Students.

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 mutual commitment of the Parties, and acknowledge the important role of Schools, to build a positive, effective, collaborative and constructive relationship to improve Students’ educational outcomes and achieve high levels of Student success, graduation and transition to post-secondary education and training, or employment;
- b) Set out the roles and responsibilities of the Parties and Schools to meet the purposes and objectives of this Agreement, consistent with the BCTEA; and
- c) Serve as a core shared accountability mechanism for both DRFN and the Board regarding the education of Students in the School District.

2.0 GUIDING PRINCIPLES

2.1 The Parties will be guided by the following principles:

DRFNs Central Role in Indigenous 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 open and respectful communication with the School District for the educational benefit of their children.

b)

DRFN will encourage, help to advise and support Schools and departments in offering opportunities for learning the languages of the territory and appropriate cultural methods of teaching and learning.

- c) Together with the School District, DRFN has control of, and decision-making responsibility for the education of the children of their community and will enter into dialogue with the School District about areas of success and about areas requiring further attention or focus.
- d) DRFN has a central role in the education of Students', regardless of where they attend school.
- e) DRFN and the School District will collaborate to identify mechanisms and processes to involve and welcome Parents, who may be uncomfortable in the school system, so that they can feel accepted and be informed participants in their child's educational path.

DRFN Students Access to Quality Education

- f) Students, at all levels of education, must have access to educational opportunities that:
 - i. are structured to support the growth, safety and unique needs of each Student;
 - ii. offer groupings within Schools and classrooms that promote a sense of belonging and inclusion;
 - iii. offer multiple opportunities for open communication so that Students may find their 'voice' and feel welcome to share their ideas and thoughts;
 - iv. ensure that they are confident in their self-identity, their family, their community, their traditional values, Dane-zaa Záágé? and culture of the Tsaá? çhé ne dane;
 - v. support their transitions at all levels of education, including:
 - (a) first time entry at any grade level from the DRFN community;
 - (b) movement from elementary school to middle school;
 - (c) movement from middle school to secondary school;
 - (d) secondary school to life after Grade 12,
 by utilizing programs and/or processes already in place, such as Learning Journeys, my Blueprint and Capstone Projects;
 - i. give them the skills they need to thrive in contemporary society, including 21st century technological skills;
 - ii. prepare them to access any opportunities they choose for higher learning, employment and life choices; and
 - iii. support them to develop a strong identity, proud of their culture and heritage.



Reconciliation & Collaboration in Indigenous Education

- g) Indigenous education in BC is highly complex, engaging federal, provincial and First Nation authorities, roles and responsibilities and, therefore, requiring collaboration and cooperation to ensure that all students are supported to achieve successful education outcomes.
- h) It is important to DRFN that the School District staff understand that the Tsaa? çhé ne dane are recognized and affirmed as the original peoples of the land where the School District operates. An understanding of cultural protocols, historical timelines of land use and occupancy of the area will help teachers appreciate the importance of reconciliation and collaboration between the school system and the original peoples. DRFN is committed to supporting this understanding through respectful conversation and learning from one another.
- i) The gap in educational outcomes between Indigenous students and non-Indigenous 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.
- j) The Parties have a shared interest and priority in supporting excellence in Indigenous education, including supporting Students to fulfill their educational potential by having access to and receiving quality education that is respectful and reflective of their unique culture and history.
- k) Strong, effective and inclusive educational systems provide a fundamental opportunity for building relationships and advancing reconciliation between the Crown and Indigenous peoples, as expressed in the TRC's Calls to Action and the UN Declaration.
- l) Quality Indigenous education includes standards, programs, services, school supports and investments that provide appropriate tools and resources aimed at achieving successful Student outcomes and achievements, while addressing their unique needs.
- m) Curriculum, materials and resources will meaningfully reflect Tsaa? çhé ne dane culture, values, language and traditions, as outlined in all curriculum materials in the revised BC Curriculum advised by the FNEESC. Each School District classroom will offer experiential learning opportunities to Students, as Students will regularly participate in 'hands on' learning to acquire skills taught by their community. It is expected that experiential teaching will increase chances of school success for Students and should be encouraged in School District classrooms.
- n) Students will be encouraged and celebrated for including elements of Tsaa? çhé ne dane culture within the regular curriculum. For example, an experiment on the effectiveness and use of traditional medicinal plants for a School District science fair exhibit or a written piece on the history of land use by Members as a required geography assignment, or an oral retelling of an ancient story from the Tsaa? çhé ne dane people for an English

assignment requirement. In the School District, Students should be encouraged to personalize their learning in relation to the assignments in various curriculum areas. This practice would convey an attitude of acceptance and celebration of culture.

- o) LEAs are an important mechanism to facilitate relationship-building, from negotiation through to ongoing implementation.
- p) The standards set by the UN Declaration apply to Indigenous education.
- q) The TCR's Call to Action set out a framework for reconciliation, including with regard to Indigenous education, that must inform the relationships and collaboration between First Nations, the Province and boards of education.

Parental Choice

- r) Parents have the right to decide where their children will be enrolled to receive the benefit of an education program and the School District is dedicated to providing the best possible educational placement for Students.
- s) In the event an issue arises with respect to the placement of a Student, the Parties agree to take the following steps to resolve such issue:
 - i. The Parent or DRFN representative will contact the School District executive staff member responsible for Indigenous Education, to describe the issue and to request a meeting;
 - ii. A meeting will be set on a mutually agreeable date and location in which all Parties will bring their thoughts and ideas to the table on how to resolve the issue;
 - iii. The School District will attempt to provide solutions to the placement situation and may be able to offer several alternatives the Student may wish to consider; and
 - iv. The School District is committed to the understanding that sometimes alternative class and School placements may be required for the success of the Student and will investigate all class availability in the current School and other Schools, as requested.

DRFN Student Safety

- t) Students have a right to feel safe at School, including safety from Discriminatory Harassment from other students, staff and contractors.
- u) The Parties agree to develop and implement a robust investigation process to address acts of Discriminatory Harassment experienced by Students. The School Districts current policies may not meaningfully address DRFN community specific issues, such as Discriminatory Harassment between Students and non-Indigenous students, or between Indigenous students from different families or Indigenous communities.

- v) The Parties agree that the investigation process referenced at Section 3.1(u) will ensure that Students who report any Discriminatory Harassment to School personnel feel safe and protected from reprisal, including any discrimination, retaliation, threats or harassment.

Shared Accountability and Data-Sharing

- w) LEAs are more than a mere financial transaction and serve as a core shared accountability mechanism for both DRFN and the School District regarding Indigenous education in the BC Public Schools.
- x) Timely and relevant data is required to inform decision-making to support Students. The executive staff member, responsible for Indigenous education, will organize no less than four informational meetings per year with DRFN representatives to share relevant data regarding academic achievement, attendance and special education enrolment.
- y) The School District will consistently use the Assessment Dashboard to monitor the progress of all Students in an attempt to be proactive, both in celebrating successes and addressing issues.

3.0 RESPONSIBILITIES & COMMITMENTS

3.1 The Board agrees to:

- a) Ensure that Students have equitable access to educational programs in the School District, and to continue to strive towards high levels of Student success in educational programs;
- b) Promote specific ways to engage Parents in the education of their children, mindful of the negative history associated with schools that the Parents may have experienced as students themselves;
- c) Continue to explore ways and means of including Dane-zaa Zááagé? language instruction in the School setting with the help and support of DRFN membership;
- d) Approve educational resource materials that promote an understanding of and appreciation for the history, language and culture of the Tsaa? ǰhé ne dane in BC, including required curriculum on the Indian residential and day school experience;
- e) Ensure that local content is embedded in coursework throughout the School District and that classroom teachers are provided professional development to increase confidence in lesson delivery, including but not limited to the following examples:

- i. *Geography*: Use of traditional names for geographical locations within DRFNs traditional territory;
 - ii. *Environmental Studies*: Incorporate cultural land use planning and wildlife management historically used by Members;
 - iii. *Biology*: Incorporate Traditional Ecological Knowledge, such as healing and medicinal plants, and traditional names;
 - iv. *Social Justice/Social Studies*: Incorporate and discuss stories of first contact in DRFNs traditional territory, as told by Members and fur traders and how they may differ.
- f) Promote the offering of, and enrollment in, BC First Peoples 12, Indigenous Studies 12 and Learning from Our Elders 11&12, or any successor courses for all students. It is understood that all English 10, 11 and 12 courses will include narrative, expository and poetry texts that present the Indigenous experience in the local area, BC and Canada to enable Students to 'see' themselves reflected in the materials in their coursework;
 - g) Promote the exploration, creation, offering of and enrollment of Dane-zaa *Záágé?* language courses in line with the Ministry's mandate to develop new Indigenous history curriculum, develop full-course offerings in Indigenous languages and to implement the educational Calls to Action, which includes taking the necessary steps for program development, teacher training, professional development, and appropriate consultation with Indigenous communities and Indigenous language learning educators and experts;
 - h) Support principals and teachers in effectively delivering educational programs referred to in Sections 3.1 (b), (c), (d), (e), (f) and (g);
 - i) Ensure Schools support and encourage Students to participate in extracurricular and sports activities;
 - j) Ensure teachers proactively communicate with Parents to provide information regarding their child's educational program (e.g. course selection process, reporting periods, report cards, as required by the *School Act*);
 - k) Communicate details of this Agreement, including its purpose, objectives and principles, with School personnel, in particular principals and teachers;
 - l) Give direction to principals regarding the implementation of this Agreement, as appropriate;
 - m) On an annual basis, the Band Manager and School's senior administrator will review and assess implementation of this Agreement and prepare a report for review and consideration by Council and the Board;

- n) Council and the Board will meet annually to review the report prepared by the senior administration to consider and assess the implementation of this Agreement to determine whether any improvements or adjustments are necessary;
- o) Spend Targeted Indigenous Education Funds on Indigenous education programs and services identified through the direct involvement of Doig River First Nation representatives of the Indigenous Education Council working with School District staff to support the success of Students;
- p) Endeavor to find appropriate Indigenous or non-Indigenous mentors for Students who are enrolled in the Career Life Connections 12 course; and
- q) Endeavor to ensure that Students are armed with the competence, confidence and an understanding of the steps required to apply for post-secondary education, safety and job training programs and securing employment in a job or profession that embraces their passions, interests and talents.

3.2 DRFN agrees to:

- a) Promote the active participation and involvement of Parents and other Members in the education of their children, including any available processes or forums in the School District (such as parent clubs and other committee involvement) and School District or School activities;
- b) Encourage and support Students to participate in extracurricular and sports activities;
- c) Collaborate with the School District to organize and host Parent information sessions to explain various educational processes in the School District and promote an understanding of the role Parents play in the education of their children so Parents feel more comfortable in their participation;
- d) Explore ways to encourage Parent participation in the information sessions referenced above;
- e) Engage Students to gather to support one another in their future education and career goals, for example, by establishing a youth group that may gather for the purpose of a homework club, language practice and/or information sessions on such topics as post-secondary education, safety training, personal safety, and cultural studies, etc. The DRFN will align this work with its Comprehensive Community Plan which describes educational goals for infant to adult;
- f) Subject to receiving Tuition Funding from ISC, pay the Board the Tuition Fees received from the federal government as agreed to and set out in this Agreement; and

- g) The DRFN will develop a template in collaboration with the administrative trustees of the DRFN Permanent Trust that will enable Students to thoughtfully complete a plan for their developing financial literacy by linking their life goals with funds derived from claims settlement.

3.3 Consistent with the purposes, principles and objectives of this Agreement, the Board, in making available an educational program to Students, will:

- a) Work with the DRFN, to develop and implement strategies to keep Students in School and maintain and implement an Attendance Protocol;
- b) In the case of an Early School Leaver, work with DRFN to collaborate on a plan that best meets the educational needs for the Student, particularly at cut-off points for each semester;
- c) Develop a communication process between Schools, School District Board office, Parents and DRFN administration to ensure that struggling Students are recognized and can be provided specific support and early intervention;
- d) List all courses with Indigenous content in the course selection handbook in a manner that clearly indicates Indigenous education so that any Student wishing to enroll can easily locate these courses;
- e) Promote and support Indigenous cultural activities, including National Indigenous Peoples Day activities, Orange Shirt Day activities and National Day of Action for Missing and Murdered Indigenous Women and Girls activities, in schools within the School District;
- f) Promote and support effective professional development focused on DRFN history, language and culture;
- g) Work with DRFN and the School District Indigenous Education Center to identify ways to effectively use the Targeted Indigenous Education Funding, including any surpluses, to support Student needs and improved learning outcomes; and
- h) Communicate details of this Agreement, including its purpose, objectives and principles, with School staff, and in particular principals and teachers.

3.4 Wherever this Agreement provides that a School within the School District, will perform any obligation under this Agreement, the Board will provide direction to the superintendent, principals, teachers, and other School staff as needed to fulfill that commitment.

4.0 EDUCATIONAL RESOURCES

4.1 The Parties agree to, collectively and individually, and with Schools, make best efforts to:

- a) Introduce more culturally relevant Tsaa? çhé ne dane educational resources and activities in all subject areas for all students, such as through Board/Authority authorized courses, and for events and ceremonies that takes place at Schools; and
- b) Offer courses with appropriate, local Indigenous content, including Indian residential and day school curriculum.
- c) Develop and review curriculum resources for Indigenous education, through a district committee which includes Members.
- d) Collaborate with the School District Indigenous Education Center to support the services, resources, counseling, teaching and cultural development that personnel in this department are dedicated to undertaking for all Indigenous students, including Students.



4.2 The Parties will work together to address the history of the Indian residential and day school system through the development and implementation of curriculum, materials and resources, and through professional development opportunities, in a sensitive and appropriate manner. Specifically, the Parties will seek out opportunities to acknowledge and incorporate, as appropriate, the Doig River Day School and Peterson’s Crossing Day School experience in the development of local curriculum and resources.

4.3 The Parties will work collaboratively to develop and implement Indigenous language programs, specifically, the dialect of Dane-zaa Záhágé? spoken by Members.

4.4 With regard to intellectual property rights, the Parties acknowledge Article 31 of UN Declaration:

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

4.5 Consistent with Article 31 of UN Declaration, the Parties agree that:

- a) DRFN retains any cultural rights, intellectual property and moral rights of any curriculum content developed in collaboration or cooperation with them regarding their language, cultural heritage, traditional knowledge and traditional cultural expressions;
- b) the use of such information is intended to be for instructional purposes only at a local level and for the staff of the School District's professional development purposes; and
- c) any other proposed or intended use requires prior written consent from DRFN.

5.0 DOGWOOD GRADUATION

5.1 The School District and DRFN will encourage and support each and every Student who is capable of achieving the Dogwood Diploma to pursue that graduation credential.

5.2 For greater clarity, Board will ensure the intentional or unintentional streaming or marginalization of Students is not tolerated and that each and every capable Student is placed in an educational program that leads to graduation with a Dogwood Diploma and a full range of opportunities, such as training, post-secondary education and employment.

5.3 The School District (North Peace Secondary, Prespatou School, Northern BC Distance Education Center and Hudson's Hope School) will ensure 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 Students and Parents.

5.4 The School District and DRFN will work collaboratively to ensure that all Students in grades 10 to 12 clearly understand the grades that they must attain in various courses to attend the college or training of their choice.

5.5 The School District will ensure there is appropriate and timely (i.e. early) counselling support for career and post-secondary education planning available to Students.

5.6 The School District will ensure its high schools provide career interest surveys, post-secondary catalogues and pamphlets, and trades training information to all Indigenous support rooms and counselling centers.

5.7 DRFN will ensure career, post-secondary education and training materials, pamphlets and course catalogues are available for Students on-reserve at the DRFN administration complex.

5.8 The School District and DRFN will work together to investigate and establish a tutoring program where Students will be provided food and encouraged to come for homework completion, 'catch up' or relearning concepts they did not understand.

6.0 IDENTIFICATION OF DRFN STUDENTS REQUIRING SPECIAL EDUCATION ASSESSMENT

- 6.1 In order to ensure that Students are appropriately identified as requiring special education supports, the Board will ensure the School(s) work with DRFN and Parents to ensure appropriate and transparent ongoing informal assessments of Students to identify those who may require a more formal special education assessment.
- 6.2 In particular, the School District and DRFN will jointly review and determine the criteria and processes used for the identification of kindergarten Students who may require assessment and additional supports or services, recognizing that early identification is necessary to promote student success, and, for a Student who is identified as having a special need before entering a School, the Student's assessment and programming information will be requested immediately upon enrollment to permit appropriate and effective planning and implementation of relevant interventions.
- 6.3 In cases where a Student is identified as likely having diverse abilities or a disability upon enrolment in kindergarten, or when transferring into a School at a later grade level, or when a Student has an obvious disability that has not been previously assessed, the Board and more specifically, the Learning Services Department, will ensure there is a timely determination of the need for assessment and/or intervention plan.

7.0 SPECIAL EDUCATION ASSESSMENT AND PLACEMENT

- 7.1 The Parties agree that special education assessment and placement of, or timetable changes or new timetables for, 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.
- 7.2 For greater clarity:
- a) prior to the placement of a Student in a special education program, an assessment must be completed, with Informed Consent of the Parent, that identifies the Student as requiring supports and services. The type of assessment will depend on the program but may include a psychoeducational assessment, a mental health assessment, or a behavior observation or inventory and shall include an academic baseline achievement assessment;
 - b) prior to diversion of a Student to an Evergreen Certificate path, a psychoeducational assessment must be completed, with Informed Consent of the Parent, and must identify the Student as having an intellectual disability; and
 - c) the results of the assessment must be provided to and discussed with the Parent, the school-based team, and Indigenous support staff as may be designated by the Parent.

8.0 SPECIAL EDUCATION PROGRAMMING

- 8.1 As soon as practical after a Student has been identified having diverse abilities or a disability:
- a) appropriate supports and services will be identified in order to ensure that the Student obtains an education that is most appropriate for their needs, and situated in regular classroom environments as much as possible;
 - b) the assessment results and educational services to be provided to the Student will be outlined in an IEP, which must be completed with parental consent and involvement, for the purpose of assisting School staff to provide supports and services for the Student;
 - c) a Student with diverse abilities or disabilities will take an active role in the design of their IEP to the maximum extent that their developmental level and ability permits, noting that factors affecting Student participation in the development of an IEP will include: age, level of maturity, and capacity for sustained, considered deliberation based on awareness of possibilities and consequences;
 - d) a written report stating the reason for placement of the, and the educational opportunities gained and lost by such placement, must be provided to the Parent and Indigenous support staff as may be designated by the Parent. The School District will develop a template for such a report;
 - e) in cases where the Parent appoints a delegate, the Parent and the delegate will receive a copy of the IEP;
 - f) in the event that the Parent declines to be involved in the IEP process and does not choose to appoint a delegate, the Board will ensure that the BC Public School will make every effort to ensure that the Student's needs are fully met; and
 - g) the School District will provide a listing of resources available to a Parent to ensure that they are aware of the services available, including instructional supports and classroom accommodations that may be employed within the School District in an effort to assist the Student to be successful.
- 8.2 In developing an IEP, standards for Students with diverse abilities or disabilities will be developed with high and appropriate expectations for achievement, and Students with IEP's will be expected to achieve all of the regular curricular competencies and/or outcomes, with supports.
- 8.3 The Board will ensure the School(s) work with Parents and, with their consent, DRFN to:
- a) collaboratively identify any adaptations made to a Student's educational program;

- b) ensure that any modifications are made to a Student's educational program only when necessary and only when adaptations have been tried and have proven insufficient to meet the Student's needs, and only with the written Informed Consent of the Parent, or their designate; and
 - c) if a Student has been put on a non-diploma Evergreen Certificate path, ensure that the Student's program: is documented in an IEP; wherever possible, aligns as closely as possible with a graduation diploma program; and supports learning outcomes that match, as closely as possible, the learning outcomes of the applicable course, even when modified.
- 8.4 When requested, the Parent and, where appropriate and feasible, the Student will have every opportunity to meet with School staff about the IEP and the Student's educational program within a reasonable timeframe, and no later than two weeks after the request has been made to School staff.
- 8.5 The Board will ensure School(s) offer each Student who has diverse abilities or disabilities relevant learning activities, in accordance with the Student's IEP.
- 8.6 Student progress reports on their educational achievement in a special education program or on an Evergreen Certificate path must be provided to the Parent and Indigenous support staff as designated by the Parent, according to the same Student progress reporting schedule as followed by the School and, in any event, no later than at the end of each term during the placement.
- 8.7 The Board will ensure that Parents are advised:
- a) of their right to request a change to the placement of a Student in a special education program or on an Evergreen Certificate path;
 - b) that if the Parent wishes to request a change in a placement decision, they may file such a request in accordance with applicable Board bylaws, policies and/or procedures; and
 - c) where the Parent files a request, the Parent may request, and receive, support in the process from DRFN and/or the Indigenous Education Council.
- 8.8 The Parties agree that IEPs are not intended to be static and will be reviewed and revisited at least bi-annually in collaboration with Student and their Parent, and the IEP will be either:
- a) Updated;
 - b) Revised; or
 - c) Concluded, where it is determined that the Student no longer requires an IEP.

8.9 For greater certainty, the Parties agree that an IEP will only be put in place under Sections 8.1 and 8.2 and it will only be updated, revised or concluded under Section 8.8 where the prior Informed Consent of the Parent has been obtained.

8.10 The Parties agree that, in the case of all special education categories that are consistent, IEPs for Students with special needs will be recognized and used as part of the planning process when those Students transition between First Nation Schools and Schools.

9.0 VULNERABLE STUDENT PLACEMENT

9.1 The School District will ensure that School(s) work with Parents and DRFN to identify Vulnerable Students and, where identification of a Student as a Vulnerable Student is supported by evidence and demonstrated need, that an ILP will be created with Informed Consent of the Parent and involvement, and regularly reviewed, for that Student.

10.0 CHILDREN IN CARE

10.1 The Board will ensure appropriate learning plans and supports are identified and provided for Children in Care.

10.2 The Board will ensure appropriate staff are designated to be responsible for maintaining communications with DRFN regarding Children in Care who are Students.

10.3 The Parties will make best efforts to work with supporting agencies to ensure appropriate supports are implemented to assist Students who are Children in Care.

11.0 STUDENT CONDUCT & SAFETY

11.1 The Parties will confirm policies, procedures, practices and other appropriate measures to create a safe learning environment, including safety from Discriminatory Harassment for all Students attending the School(s).

11.2 The Parties agree to the continued use of the Band Parent Consent Form ("Form") which will be reviewed on an annual basis. By signing this Form, Parents authorize DRFN to share data and information with members of the Student's support team. The date will be related to the achievement of their child in the School system and will be proactively used to support of the Student in the Schools. The School District with written Informed Consent of the Parent, will notify DRFN of any disciplinary action and potential escalation of disciplinary action in relation to the Student.

11.3 The School District will provide a monthly attendance report to the Band Manager to ensure that DRFN may provide support and encouragement to struggling Students in an effective and timely manner.

- 11.4 The Board will direct Schools to take a team approach with Indigenous education representatives when dealing with general disciplinary issues involving Students and may include involvement of Parents or DRFN representatives, an Indigenous Support Worker, and/or personnel from the Indigenous Education Center, where appropriate.

12.0 CULTURAL AWARENESS & HIRING IN THE SCHOOL DISTRICT

- 12.1 The Board, in cooperation with DRFN, agrees to promote a greater awareness and inclusion of and respect by all School District staff and contractors for DRFNs unique language, culture and history through its policies, procedures, practices, plans, curriculum and instruction.
- 12.2 In accordance with BCTEA, at least one non-instructional day per year will be focused on enhancing Student outcomes commencing in the 2019/20 School Year.
- 12.3 The Board will meaningfully consult DRFN through its Indigenous Education Council representative with respect to the attributes and qualifications required for staff who work closely with Students.

13.0 TRANSPORTATION

- 13.1 In order to access Transportation Fund, the Parties will identify Students' transportation needs and jointly develop and submit annually to the Transportation Committee, a Transportation Plan setting out how the Parties will ensure Students have reliable and safe transportation services to the relevant School, including contingency measures for unexpected circumstances.
- 13.2 The Board agrees that, once transportation services are implemented pursuant to an approved Transportation Plan with DRFN, the Board will not make changes to those services without written agreement of DRFN.
- 13.3 Pursuant to Schedule G of BCTEA, in the event that the Parties determine that they need to revise their Transportation Plan, and that the revisions require further funding, they may submit a revised plan to the Transportation Committee.
- 13.4 Where the parties make amendments to their 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.
- 13.5 The Board agrees that Students will not be penalized and will be supported in the event of absences or late arrivals due to transportation challenges.

14.0 REPORTING

14.1 Periodic reports:

- a) At least three times per year, the School District will provide to DRFN:
 - i) the number of Students enrolled in alternate programs, secondary courses and ungraded programs;
 - ii) a summary of the number and nature of Students with IEP's placed in modified or adapted programs;
 - iii) the number of DRFN Early School Leavers and information on supports implemented to prevent early leaving;
 - iv) the number of expulsions of Students and information on supports implemented to prevent expulsion;
 - v) School attendance of Students; and
 - vi) literacy and numeracy achievement of Students.

14.2 Annual Report:

- a) Annually, the Board will produce and provide to DRFN an annual report outlining the provision of educational programs to Students under this Agreement including the content in the periodic report, as well as:
 - i) financial reports related to this Agreement, which are prepared by the Board in the regular course of its operation and which include a copy of the audited financial statements;
 - ii) a complete financial report on the Targeted Indigenous Education Funding, Additional Funding and Special Education Funding, including ELL, which includes:
 - (a) the number of staff employed using Targeted Indigenous Education Funding, Additional Funding and Special Education Funding and designated to work with Students;
 - (b) the proportion of the staff's time spent working directly with Students; and
 - (c) the staff's duties and responsibilities;
 - iii) measures of success of Students through aggregate results for achievement including but not limited to the following:

- (a) attendance rates;
- (b) percentage of Students who are on track or extending for reading, writing and numeracy in grades four and 7 in the Foundations Skills Assessment;
- (c) participation rates for the Foundations Skills Assessments;
- (d) grade to grade transition rates;
- (e) Student retention rates;
- (f) graduation and six-year graduation rates;
- (g) proportion of Students awarded a BC School Completion Certificate;
- (h) Six-year completion (graduation) rate for Students in an alternate program;
- (i) grades 10 to 12 math course participation rates;
- (j) data related to assessments required for graduation purposes and other supports for successful transition to post-secondary education; and
- (k) number of Students eligible to move on to post-secondary education.

14.3 The Board and DRFN will share two Nominal Roll Student counts on September 30 and February 28 of each School Year with the Ministry. The Parties agree to at least one week prior to September 30 in order to cross reference their Student enrollment lists.

14.4 The Board will share with DRFN its annual report to the Ministry on the spending of all Student Transportation Funding received and the amount of funding spent, which information should be clearly stated in the Board's audited financial statements for their verification;

14.5 Subject to the *Freedom of Information and Protection of Privacy Act*, upon request, the Board will provide DRFN community-specific Student data to DRFN to help inform them about Students' progress, and to inform discussions between DRFN and the Board on supporting those Students.

14.6 DRFN may initiate the implementation of any formalized option agreed upon by FNEESC and the Province, which may include an Information Sharing Protocol between the Board and DRFN, to facilitate the provision and use of available Student specific data. The Parties agree to use the existing Indigenous Education Centre Release of Information form.

15.0 COMMUNICATION

15.1 The Parties recognize the need for excellent communication and will establish agreed upon means for the successful and effective implementation of this Agreement, which may include, but not be limited to, regularized meetings and contact through newsletters and other correspondence, as appropriate.

15.2 The Parties recognize the need for effective and ongoing communication with Parents in the support of their child's successful education experience, and the Parties will advise Parents of opportunities for input and involvement in their child's education, including but not limited to, course selection dates, reporting periods, parent-teacher interviews, application deadlines and procedures for post-secondary education.

15.3 The Parties will encourage functions and meetings, such as parent-teacher interviews, to be held in the DRFN community.

16.0 TUITION PAYMENT

16.1 For eligible Students on the Nominal Roll attending Schools operated by the Board on September 30, and for whom DRFN has received Tuition Funding from ISC, DRFN will pay to the Board the Tuition Fee amount in accordance with Section 16.0 of this Agreement.

16.2 The Board will not charge DRFN a greater amount for the Students attending a School within the School District than the Student Rate.

16.3 For greater certainty, the Parties agree that DRFN is responsible only for Tuition Funding received from ISC for the Tuition Fees of the Students according to the approved Student Rate and approved Nominal Roll. Unless otherwise agreed, DRFN will not be responsible for paying any amounts for which it does not receive funding from ISC, or which exceeds the Student Rate.

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

- a) DRFN; and
- b) the Secretary-Treasurer of the Board.

16.5 The Parties agree that Tuition Fees payable for each School Year shall be paid by DRFN to the Board according to the following schedule and based upon the September 30 Nominal Roll figures:

- a) 50% based on the previous year's eligible Tuition Fees and Nominal Roll on or before December 15;
- b) 50% of the current year's eligible Tuition Fees less (or, in addition to) the difference between the previous and current year's eligible Tuition Fees on or before March 31;
- c) Year- end reconciliation by June 30.

16.6 The School District will invoice DRFN for the amounts according to the schedule for Tuition Fee payment.

16.7 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 DRFN for the benefit of the Students in the same manner as occurs with the Ministry of Education.

16.8 The Parties agree that Tuition Fees under this Agreement will be paid in installments as set out in Section 16.5 herein, except where:

- a) a Student has withdrawn from School during the month ending one month before the payment due date; or
- b) a Student has transferred to a First Nation School or a BC Independent School during the month ending one month before the payment due date,

in which case, any further Tuition Fees for that Student will be held by DRFN to be used for Tuition Fees to the First Nation School or BC Independent School that the Student has transferred to, or to support the continued education of the Student in support of their potential re-entry into the public system, First Nation School or BC Independent School in the future.

16.9 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).

16.10 Where ISC is late in providing Tuition Funding to DRFN,

- a) DRFN will notify the Board of the delay in receiving ISC funding; and
- b) the Board will not charge interest to DRFN on any amount that is outstanding due to ISC's late provision of funding.

17.0 IMPLEMENTATION, MONITORING, REVIEW: OVERSIGHT TEAM

17.1 The Parties hereby establish a joint Oversight Team responsible for overseeing the implementation of this Agreement, with representation from DRFN, the School District, and each School at which a Student attends.

17.2 The Parties agree to jointly develop terms of reference for the Oversight Team before the implementation of this Agreement (September 8, 2020), which will become a Schedule to this Agreement, and which will include:

- a) the membership of the Oversight Team;
- b) the roles and responsibilities of the Oversight Team (e.g. managing the implementation of this Agreement, including delegating tasks as appropriate);
- c) a requirement that the Oversight 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; and
- d) the relationship of the Oversight Team with the Indigenous Education Council.

18.0 DISPUTE RESOLUTION

Informal Discussion

- 18.1 In the event of 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.
- 18.2 The Parties agree that they will attempt to use any and all face-to-face means to resolve the dispute at the point closest to which the dispute first arises before referring the dispute to senior level representatives.
- 18.3 The Parties will endeavor to resolve issues or disputes that may arise about this agreement, or its implementation, in a manner that fosters an improved, ongoing and respectful relationship between the Board and DRFN.

Involvement of Senior Representatives

- 18.4 If a dispute arises under this Agreement which cannot be resolved by the persons directly involved within 30 Business Days, either Party may invoke this dispute resolution procedure by giving written notice to the other Party designating a senior representative(s) with appropriate authority to be its representative in negotiations relating to the dispute.
- 18.5 Upon receipt of the notice referenced in Section 18.4, the other Party will, within five Business Days, designate a senior representative(s) with similar authority to be its representatives(s).
- 18.6 Within 10 Business Days of the designation of senior representatives by both Parties the senior representatives will enter into direct, good faith negotiations concerning the dispute.
- 18.7 If within 30 Business Days after the first meeting between the senior representatives, the Parties have failed to resolve the dispute, then the Parties agree to use a mediator, in accordance with Section 18.8, to assist in resolving the dispute.

Mediation

- 18.8 Where a mediator is required to assist in resolving the dispute, the following rules will apply:
- a) the Parties will jointly select a mediator. If the Parties are unable to agree upon the choice of a mediator, then a mediator will be chosen, upon application by the Parties, by the British Columbia Arbitration and Mediation Institute;
 - b) the Parties agree to participate in good faith in the mediation process and to meet with the mediator as soon as possible; and

- c) each Party will bear the costs of its own participation and representation in the mediation and will pay equally all other costs of mediation the dispute, including the remuneration of the mediator.

Arbitration

18.9 If the Parties are unable to resolve the dispute within 60 Business Days of the first meeting with the mediator or within such time as the Parties may agree in writing, the Parties may agree in writing to submit the dispute to arbitration, in accordance with Section 18.10.

18.10 Where the Parties agree to submit the dispute to arbitration, the following rules will apply:

- a) the dispute will be resolved by a single arbitrator if the Parties agree on one and, otherwise, by three arbitrators, one to be appointed by each Party and a third to be chosen by the two arbitrators appointed by the Parties;
- b) the Parties may agree on the procedure to be followed in the arbitration. If they cannot agree on this procedure within 15 Business Days of the appointment of an arbitrator or arbitrators, the procedure will be determined by the arbitrator or arbitrators;
- c) the arbitrator or arbitrators will issue a written decision within 30 Business Days of the completion of the arbitration process and will provide copies of the written decision to each Party; and
- d) unless otherwise agreed or otherwise ordered in the arbitration decision, the costs of the arbitration will be shared equally by the Parties.

19.0 TERM & AMENDMENT

19.1 The term of this Agreement will be 3 years, beginning July 1, 2020 and ending June 30, 2023, unless the Parties agree, in writing, to:

- a) terminate the Agreement; or
- b) renew the Agreement, with or without amendments.

19.2 Each Party may suggest improvements and amendments to this Agreement and both Parties agree to discuss such suggestions in good faith with a view to better achieving the purposes of this Agreement.

20.0 LIABILITY

20.1 DRFN will from time to time and at all times be indemnified and saved harmless from and against claims, liabilities and demands arising directly or indirectly from the acts or omission of the Board and School District, its officers, employees and agents in the exercise of their powers, duties and

functions in respect to this Agreement.

- 20.2 The Board will from time to time and at all times be indemnified and saved harmless from and against claims, liabilities and demands arising directly or indirectly from the acts or omissions of the DRFN and their officers, employees and agents in the exercise of their powers, duties and functions with respect to this Agreement.

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:

DRFN:

Band Manager
Doig River First Nation
Box 56
Rose Prairie, BC
V0C 2H0

Board:

The Secretary-Treasurer
School District No. 60 (Peace River North)
10112 -105 Avenue
Fort St John, BC
V1J 4S4

22.0 SEVERABILITY

- 22.1 Unless otherwise determined by a court of competent jurisdiction, if any provision contained in this Agreement is rendered invalid, illegal or unenforceable by a court of competent jurisdiction in any respect:
- a) the Parties will make best efforts to remedy or amend the provision; and
 - b) the validity, legality or enforceability of the remaining provisions will not in any way be considered by the Parties to be affected or impaired.

23.0 ENTIRE AGREEMENT

23.1 This Agreement constitutes the entire agreement between the Parties and supersedes any prior negotiations, representations or agreements of any kind proceeding the date of this Agreement. There are no other covenants, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

24.0 INTERPRETATION

24.1 In this Agreement:

- a) unless it is otherwise clear from the context, a reference to a "Part" or "Section" means a Part or Section of this Agreement;
- b) headings and sub-headings are for convenience only, do not form a part of this Agreement and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Agreement;
- c) unless otherwise provided, a reference to a statute includes every amendment to it, every regulation made under it and amendment made to such regulation, and any successor legislation; and
- d) unless it is otherwise clear from the context, the use of the singular includes the plural and the use of the plural includes the singular.

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, and the Parties irrevocably submit to the non-exclusive jurisdiction of the courts 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 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, denies or limits the Aboriginal or Treaty rights of DRFN, nor does it abrogate or derogate from the recognition and affirmation of the existing rights in section 35 of the *Constitution Act, 1982*; and
- b) this Agreement is without prejudice to the rights of the Parties and DRFN 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 DOIG RIVER FIRST NATION by its duly authorized Officers

Chief Trevor Makadahay

Councillor Brittany Brinkworth

Councillor Kelvin A. Davis

Councillor Garry Oker

in the presence of:

Witness – Shona Nelson, Band Manager

SIGNED on behalf of the SCHOOL DISTRICT NO. 60 - BOARD OF EDUCATION

Witness – Stephen Petrucci, Superintendent

Chairperson – Helen Gilbert, Board of Trustees

Secretary-Treasurer – Brenda Hooker

APPENDIX A: DEFINITIONS

1.0 DEFINITIONS

The following definitions apply to the Agreement:

“Adaptations” are teaching and assessment strategies especially designed to accommodate a student’s needs so they 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.

“Assessment Dashboard” means an electronic assessment record of a Student’s progress both in the current year and yearend achievement year to year. Data includes: literacy levels, numeracy achievement, grades, attendance and behavior infractions.

“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.

“Band Manager” means the band manager of DRFN responsible for the management and operations of the DRFN.

“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.

“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.

“Business Day” means any day other than a Saturday or Sunday, National Aboriginal Day, or a statutory holiday in British Columbia and does not include any of the days on which the DRFN administrative office is regularly closed.

“Calls to Action” means the *Truth and Reconciliation Commission of Canada: Calls to Action*, released in June 2015.

“Child in Care” means a First Nation child for whom the Director of Child Welfare is the sole guardian, and the Public Guardian and Trustee manages the child's estate.

“Comprehensive Community Plan” means the DRFN comprehensive community plan which outlines the long-term vision and goals for DRFN and its Members.

“Council” mean Chief and Council of DRFN.

“Discriminatory Harassment” may take the form of verbal or physical conduct, including statements or written or displayed materials, directed against any person on the basis of that person’s race, national or ethnic origin, colour, religion, sex, sexual orientation, family status and disability. Where such conduct has the purpose or effect of interfering with the Students academic performance, creating an intimidating, hostile or offensive school environment, or causing or aggravating tension or hostility between persons of different racial, ethnic, gender or religious groups. For clarity, this will include any form of bullying, stereotyping, and bias.

“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.

“DRFN” or **“First Nation”** means the Doig River First Nation a band within the meaning of the *Indian Act*, R.S.C., 1985, c. I-5.

“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 Student and re-establishing strong attendance. The Plan applies where a Student misses more than 10% of scheduled classes in a month and will address academic, behavioral, attendance and any other relevant issues and will include interventions to be undertaken by the School, DRFN and Parents.

“Early School Leavers” means:

- (a) any Student leaving School prior to the completion of Grade 12, including Students who are expelled; or
- (b) 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 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.

“**FNESC**” means the First Nations Education Steering Committee.

“**Indigenous Education Council**” 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 Indigenous students.

“**ISC**” means the federal department of Indigenous Services.

“**IEP**” means an individual education 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.

“**ILP**” is an individual learning 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.

“**Member**” means a person who appears on the DRFN Membership List.

“**Minister**” means the Minister of Education (BC).

“**Ministry**” means the Ministry of Education (BC).

“**Modifications**” means instructional and assessment-related decisions made to accommodate a Student’s educational needs that consist of individualized learning goals and outcomes which are different than learning outcomes of a course or subject. Modifications should be considered for those Students whose special needs are such that they are unable to access the curriculum (i.e., Students with

limited awareness of their surroundings, students with fragile mental/physical health, Students medically and cognitively/multiply challenged.)

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

"**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 resident on-reserve**" means that the 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 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.

"**Oversight Team**" means the team responsible for the implementation of this Agreement under Section 17.0 of this Agreement.

"**Parent**" means, in respect of a Student:

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

"**Permanent Trust**" means the permanent trust of DRFN established for the benefit of DRFN and its Members.

"**Province**" means the Government of the Province of British Columbia.

"**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 #60.

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

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

“Student Rate” means the education costs for a Student attending a BC Public School in a school district, as calculated annually by the Ministry in consultation with FNEESC and Canada (formerly the “First Nations Billing Rate”).

“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 Indigenous Education Programs and Services offered by public schools, which must be spent on the provision of these programs and services.

“Transportation Committee” means the Tripartite Student Transportation Committee established under Section 13.0 of this Agreement.

“Transportation Fund” means the DRFN Student Transportation Fund established by Canada, British Columbia and FNEESC to fund the transportation of Students to BC Public Schools, commencing in the 2019/20 School Year.

“Transportation Plan” means the Joint Student Transportation Plan outlined at Section 13.0 of this Agreement.

“TRC” means the Truth and Reconciliation Commission of Canada.

“Tuition Fees” means the Tuition Funding per Student received from ISC by the DRFN, which DRFN 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 Tuition Funding received by DRFN from ISC for the education of Students in the School District who are on the Nominal Roll, which is invoiced for by the Board as per the Student Rates established by the Ministry annually and as determined by the snapshot date of September 30.

“UN Declaration” means the *United Nations Declaration on the Rights of Indigenous People*, adopted by the General Assembly on September 13, 2007.

“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, behavior issues, under suspension, not at grade level and/or is a child in care.