

LOCAL EDUCATION AGREEMENT 2020

Collaborating for the Future

The Halfway River First Nation

Where Knowledge is Power



and

School District No. 60

Where Together We Learn

On the Traditional Territory of the Dane Zaa



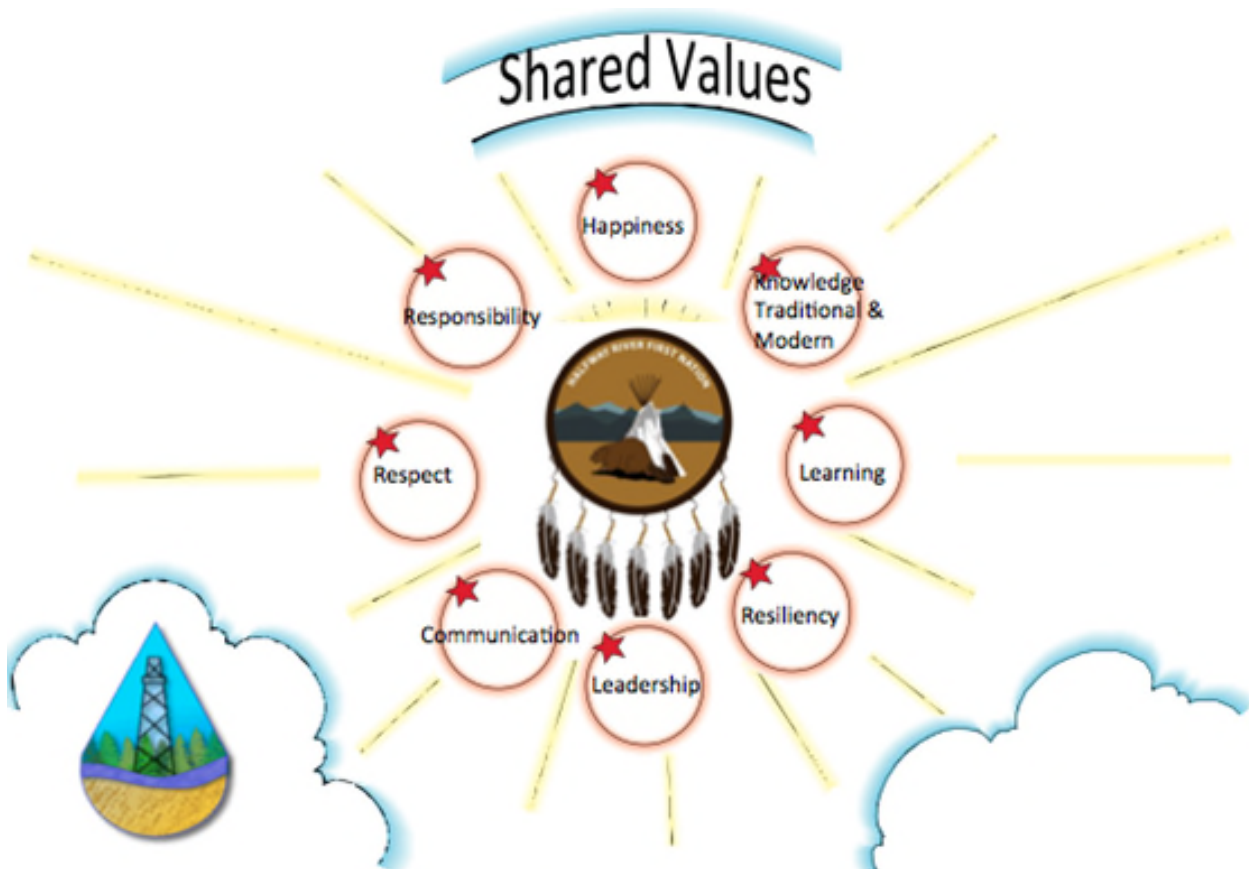
Je aa haanach'e

We live and learn on the traditional territory of the Dane-zaa, within Treaty 8.

INTRODUCTION

The negotiation and adoption of a Local Education Agreement (LEA) provides a significant opportunity for Halfway First Nation and the Peace River North Board of Education to focus attention on improving educational outcomes for First Nations Students and on developing the relationship necessary to accomplish that mutual goal.

The purpose of this Local Education Agreement is to establish shared and individual responsibilities in the education of our students from the Halfway River First Nation. Both parties will reconfirm their unwavering commitment to helping First Nations Students reach their highest potential. The terms of this Local Education Agreement reflect the BC Tripartite Education Agreement between Canada, British Columbia, and the First Nations Education Steering Committee to support First Nations Student success.





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



Local Education Agreement 2020

VISION

Believing in the success of each student from the Halfway River First Nation, School District No. 60 & the Halfway River First Nation Community will work together to ensure that *all* are thriving on their chosen path. Students will reach their greatest potential, graduating as happy, healthy, skilled, confident young adults ready for post-secondary education, workplace training and employment, proud of their traditions and culture.

MISSION

We will work together to support our students from HRFN to be successful, happy and engaged at all levels of their education from Kindergarten to Graduation.

We will create classroom environments that promote safe spaces for all children to belong, to be seen and to be heard. Classrooms where children may make mistakes or ask for help, understanding that mistakes are simply opportunities to learn more.

As they leave our supported school system, students will understand their first steps toward independence as a healthy, competent young adult, excited about the future.



Halfway River First Nation & School District 60 LEA 2020

What Success Looks Like

- ◆ Graduate with dignity & options
- ◆ Work with purpose toward goals
- ◆ Good health: physical, mental, spiritual
- ◆ Understand the next steps to adulthood: post-secondary education, trades, employment
- ◆ Strong identity: value differences, everyone has a special gift, pride in achievements
- ◆ Happiness, joy, fun with learning, peace with self
- ◆ Confidence
- ◆ Resilience: 'stick-with-it', persistence
- ◆ Being individually strong but also connected to family & community



Access to Quality Education

- The Halfway 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 programs that promote a sense of belonging and inclusion
 - offer multiple opportunities for open communication to find their 'voice' and feel welcome as they are identified in their self-identity, shape, level of, their communities and traditional values, languages and cultures
 - that support transitions at all levels of education, give both students 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 HIRFN students to develop a strong identity, proud of their heritage.

SHARED VALUES

- Happiness
- Knowledge/Learning
- Communication
- Leadership/Responsibility
- Respect
- Resiliency



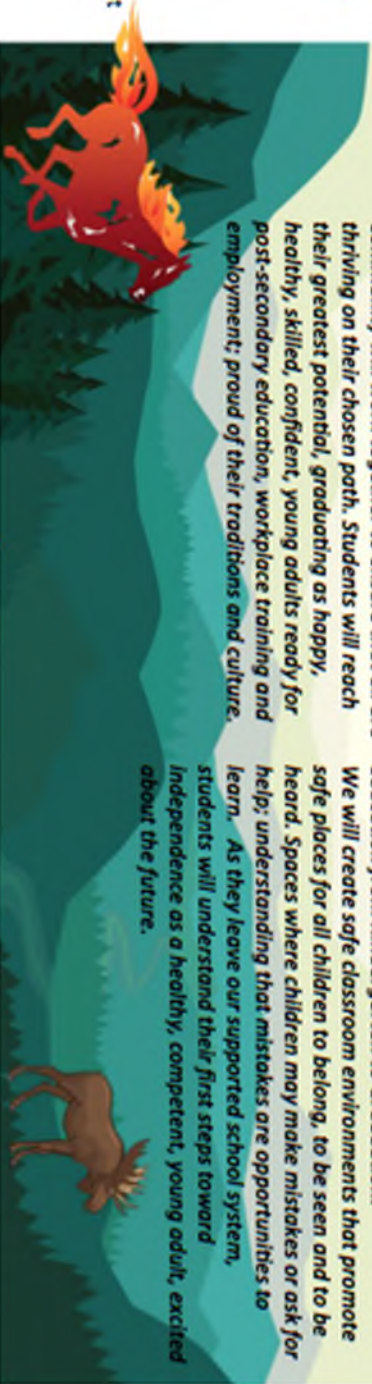
Collaborating and Communicating for the Future

- 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 HRFN or SDE0 wish to gather for discussion.
- Both parties recognize the importance of working together for the benefit of our children from the Halfway River First Nation, so that they may reach their utmost potential throughout their educational journey

MISSION

Believing in the success of each student from Halfway River Nation, the School District & Community will work together to ensure that all are thriving on their chosen path. Students will reach their greatest potential, graduating as happy, healthy, skilled, confident, young adults ready for post-secondary education, workplace training and employment; proud of their traditions and culture.

We will work together to support our students from HRFN to be successful, happy and engaged at all levels of their education from Kindergarten to Graduation. We will create safe classroom environments that promote safe places for all children to belong, to be seen and to be heard. Spaces where children may make mistakes or ask for help; understanding that mistakes are opportunities to learn. As they leave our supported school system, students will understand their first steps toward independence as a healthy, competent, young adult, excited about the future.



Reconciliation

- Indigenous Education requires collaboration and cooperation to ensure that all First Nation Students are supported to achieve successful education outcomes.
- The gap in educational outcomes between First Nation Students and non-First Nation students is a persistent legacy of colonialism, and concerted efforts are required to address this gap.
- At some point in the year, each classroom will offer experiential learning opportunities as Halfway River First Nation Students regularly participate in 'Search or' learning to acquire skills taught by their Elders. It is expected that experiential teaching will increase chances of school success for HIRFN Students.
- Direct teaching of the Residential School experience will be taught in schools with age appropriate materials.



School District 60

- Ensure all classroom teachers understand the importance of understanding the taboos, gifts, interests and needs of all students in their class.
- Ensure that all students from the Halfway River First Nation are encouraged to meet with career counsellors to explore career interests and to discuss education, career and training options.
- Approve educational resource materials that promote an understanding of and appreciation for the history, language and culture of the Halfway River First Nation people in British Columbia.
- Promote the focused teaching of the Core Competencies for all Halfway River First Nation students so that they are able to understand their potential, be confident in their ability to 'rise', to become self-sufficient and to be happy in making responsible life choices.
- Ensure schools support and encourage Halfway River First Nation Students to participate in extracurricular and sports activities.
- Ensure teachers provide information to parents regarding their child's educational program.



Halfway River FN

- Promote the active participation and involvement of parents and other community members of the HIRFN in the education of their children.
- Encourage and support Halfway River First Nation Students to participate in extracurricular and sports activities.
- Organize and host parent/junior information sessions to explain various educational processes to School District No. 60, to promote an understanding of the role parents and guardians play in the education of their children.
- Provide an opportunity for youth in the HIRFN Community to gather to support one another in their future goals. Possibly establish a Youth Council.
- Encourage students to respect their land, community and peers through a career poster campaign and community gatherings. Students will learn to support one another as they grow, learn and achieve success.
- Provide a space where all students from the Halfway River First Nation are encouraged to meet with career counsellors to complete interest and career surveys and to discuss education, career and training options under the Halfway River First Nation Training Centre.





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

My dream is that each child of our nation becomes a productive, accomplished, responsible, graduated adult, at peace in their heart.

~ Joyce Audit, Halfway River First Nation Education Counselor

My dream for children of our nation is to succeed at any endeavor they set their goals to. Reach for the stars and love what life path they take.

~ Kimberley Field, Halfway River First Nation Education Coordinator

My dream for our students is to be happy on their journey to be their greatest potential for this is the first step of their lifelong learning.

~ Randy Orr, Halfway River First Nation Band Manager

My dream for Blueberry River First Nation students is to have them achieve their holistic journey to the best of their ability. To understand “education is the key to unlocking their future” and becoming the best they can be for themselves, their community and the world!

~ Pat Jansen, Principal, Indigenous Education Center

My dream for the children of Halfway 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 hope for Halfway River First Nation students is that their individual stories are honoured and that they continue to have the opportunity to shape their own life path with the support of parents, community, peers and educators.

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

*You are the author of your own life story.
You can start a new chapter anytime you
choose.*



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

BETWEEN:

THE HALFWAY RIVER FIRST NATION

AND:

THE BOARD OF EDUCATION

SCHOOL DISTRICT NO. 60

WHEREAS

- A. On July 1, 2018, the Province of British Columbia, the Government of Canada and the First Nations Education Steering Committee entered into the BC Tripartite Education Agreement (“BCTEA”), agreeing to work together to make systemic shifts to support successful educational outcomes of all First Nation Students, regardless of where they live or are enrolled in school in British Columbia, through the provision of high quality and culturally relevant elementary and secondary educational programs and services, and supported by funding that is responsive to unique needs of First Nation Students, First Nation Schools and communities.
- B. 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 of British Columbia's commitment to adopting and implementing the *United Nations Declaration on the Rights of Indigenous People* (the “UN Declaration”) and the Truth and Reconciliation Commission (TRC) *Calls to Action* for reconciliation. In addition, the Parties agree that this approach intends to follow British Columbia’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*, 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. The First Nation, pursuant to its inherent jurisdiction over educational matters, has the authority and responsibility for the education of First Nation Students and desires to ensure its students all have access to, and receive, quality education that is respectful and reflective of their unique culture and history.

- 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 the First Nation from the Board for the First Nation's 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 the First Nation's Students' educational outcomes and achieve high levels of First Nation Student success, graduation and transition to post-secondary education and training, or employment;
- b) Set out the roles and responsibilities of the Parties and School(s) to meet the purposes and objectives of this Agreement, consistent with the BCTEA; and
- c) Serve as a core shared accountability mechanism for both the First Nation and the Board regarding the education of First Nations Students in the School District.

2.0 GUIDING PRINCIPLES

2.1 The Parties will be guided by the following principles:

First Nations' Central Role in First Nations Education

- a) Indigenous families and communities have the right to retain shared responsibility for the upbringing, training, education and well-being of their children, consistent with the rights of the child, and Indigenous peoples have the right to open and respectful communication with the school district for the educational benefit of their children.
- b) Halfway River First Nation 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. HRFN prefers to undertake their own traditional teachings while encouraging the school district to provide general crafts and stories without a spiritual nature. HRFN is currently exploring the how to offer some language development onsite at the HRFN Education Center.

- c) Together with the School District, Halfway River First Nation has control of, and decision-making responsibility for the education of the children of their community and will enter into dialogue with School District No. 60 about areas going well and about areas requiring further attention or focus.
- d) Halfway River First Nation has a central role in the education of their students, regardless of where they attend school.

First Nation Students Access to Quality Education

- e) The Halfway River First Nation 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 HRFN 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 families, their communities and traditional values, languages and cultures;
 - v. support transitions at all levels of education:
 - i. first time entry at any grade level from the HRFN Community
 - ii. movement from elementary school to middle school
 - iii. movement from middle school to secondary school
 - iv. secondary school to life after Grade 12 (access/customize process already in place - i.e. Learning Journeys, myBlueprint and Capstone Project)
 - vi. give HRFN Students the skills they need to thrive in contemporary society, including 21st century technological skills;
 - vii. prepare them to access any opportunities they choose for higher learning, employment and life choices; and
 - viii. support HRFN Students to develop a strong identity, proud of their heritage.

Reconciliation & Collaboration in First Nation Education

- f) First Nations education in British Columbia is highly complex, engaging federal, provincial and First Nation authorities, roles and responsibilities and, therefore, requiring collaboration and cooperation to ensure that all First Nation Students are supported to achieve successful education outcomes.
- g) The gap in educational outcomes between First Nation Students and non-First Nation students is a persisting legacy of colonialism, and concerted efforts and proactive measures are required to eliminate this gap and contribute to reconciliation in education.
- h) The Parties have a shared interest and priority in supporting excellence in First Nations education, including supporting First Nation Students to fulfill their educational potential by having access to and receiving quality education that is respectful and reflective of their unique culture and history.

- i) Strong, effective and inclusive educational systems provide a fundamental opportunity for building relationships and advancing reconciliation between the Crown and First Nations, as expressed in the TRC's Calls to Action and the UN Declaration.
- j) 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.
- k) Curriculum, materials and resources will meaningfully reflect the First Nations' culture, values, language and traditions, as outlined in all curriculum materials in the revised BC Curriculum advised by the First Nations Education Steering Committee (FNESC). At some point in the year, each classroom will offer experiential learning opportunities as Halfway River First Nation Students regularly participate in 'hands on' learning to acquire skills taught by their Elders. It is expected that experiential teaching will increase chances of school success for HRFN Students, should it be encouraged in school district classrooms.
- l) LEAs are an important mechanism to facilitate relationship-building, from negotiation through to ongoing implementation.
- m) The standards set by the *United Nations Declaration on the Rights of Indigenous Peoples* apply to First Nations education.
- n) The Truth and Reconciliation Commission's Calls to Action set out a framework for reconciliation, including with regard to First Nations education, that must inform the relationships and collaboration between First Nations, the Province and boards of education.

Parental Choice

- o) Parents have the right to decide where their children will be enrolled to receive the benefit of an education program and School District No. 60 is dedicated to providing the best possible educational placement for the students from The Halfway First Nation community.

The following process will occur if there is an issue with a HRFN Student's placement:

- a. The child's parent, guardian or representative from the HRFN community will contact the School District executive staff member responsible for Indigenous Education, to describe the issue and to request a meeting.
- b. A mutually convenient date and place will be set for a meeting to occur, with all parties bringing their thoughts and ideas to the table.
- c. School District No. 60 will attempt to provide solutions to the placement situation and may be able to offer alternatives that the HRFN member may wish to consider.
- d. School District No. 60 is committed to the understanding that sometimes alternative class and school placements may be required for the success of the child and will investigate all class availability in the current school and other schools, as requested.

First Nation Student Safety

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

Shared Accountability and Data-Sharing

- q) LEAs are more than a mere financial transaction and serve as a core shared accountability mechanism for both Halfway River First Nation and School District No. 60 regarding First Nations education in our district.
- r) Timely and relevant data is required to inform decision-making to support First Nation Students. The executive staff member, responsible for Indigenous Education, will organize several informational meetings per year with the Halfway River First Nations representatives to share relevant data regarding academic achievement, attendance and special education enrolment.
- s) School District No. 60 will consistently use the SD60 Assessment Dashboard to monitor the progress of all Halfway First Nation Students in an attempt to be proactive, both in celebrating successes and in intervening when there are struggles.

3.0 RESPONSIBILITIES & COMMITMENTS

3.1 The School District No. 60 Board of Trustees agrees to:

- a) Ensure that Halfway 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;
- b) Ensure all classroom teachers understand the importance of understanding the talents, gifts, interests and needs of all students in their class. Professional development on creating class profiles and student profiles will continue to be provided to all district teachers.
- c) Ensure that all students from the Halfway River First Nation are encouraged to meet with career counselors to complete career interest surveys and to discuss education, career and training options. This should begin in Grade 10 as part of the Career course requirements for Graduation.
- d) Continue to explore ways and means of supporting the HRFN community in their quest to provide Indigenous language instruction in the community setting, with a possibility of including some basic language instruction in the school setting perhaps at a later date. (Retaining their rights to initially teach their language at their own Education Center, is at the request of the HRFN community.)
- e) Approve educational resource materials that promote an understanding of and appreciation for the history, language and culture of the Halfway River First Nation people in British Columbia, including required curriculum on the residential school experience;

- f) Promote the offering of, and enrollment in, BC First Peoples 12, Indigenous Studies 12 and Learning from Our Elders 11&12. 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/British Columbia/Canada to enable Halfway River First Nation students to 'see' themselves reflected in the materials in their coursework;
- g) Support principals and teachers in effectively delivering educational programs referred to in sections 3.1 (b), (c), (d), (e) and (f);
- h) Promote the focused teaching of the Core Competencies for all Halfway River First Nation Students so that they are able to withstand peer pressure, to be confident in their ability to 'rise', to become self sufficient and to be happy in making responsible life choices;
- i) Ensure Schools support and encourage Halfway River First Nation Students to participate in extracurricular and sports activities;
- j) Ensure teachers provide information to Parents 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) Ensure the implementation of this agreement through all administration structures;
- m) Spend Indigenous Education (Targeted) Funds on Indigenous Education Programs and Services identified through the direct involvement of Halfway River First Nation representatives (members who sit on the Indigenous Education Council) working with School District 60 personnel to support the success of Aboriginal Students; and
- n) Endeavor to find appropriate First Nations or Non-Indigenous mentors for Halfway River First Nations Students who are enrolled in the Career Life Connections 12 course. The HRFN Community is especially concerned with providing their students with competencies, confidence and an understanding of the steps involved in applying to post-secondary education, completing safety and job training requirements and/or attaining employment in a field that embraces their passions, interests and talents.

3.2 The Halfway River First Nation agrees to:

- a) Promote the active participation and involvement of parents and other community members of the First Nation in the education of their children, including any available processes or forums in School District No. 60 (such as parent clubs and other committee processes) and School District or School activities;
- b) Encourage and support Halfway River First Nations Students to participate in extracurricular and sports activities; and

- c) Organize and host parent/guardian information sessions to explain various educational processes in School District No 60, to promote an understanding of the role parents and guardians play in the education of their children so HRFN community members feel more comfortable in their participation. HRFN will explore ways to encourage parent participation in informational sessions.
- d) Provide an opportunity for youth in the HRFN Community to gather to support one another in their future goals. Possibly establish a Youth Council that could receive nominal funding to perhaps organize a homework club, language practice and/or information sessions on such topics as post-secondary education, safety training, personal safety, and cultural studies etc.
- e) Encourage students to respect their land, community and peers through a career poster campaign and community gatherings. Students will learn to support one another as they grow, learn and achieve success.
- f) Provide a space where all students from the Halfway River First Nation are encouraged to meet with career counselors to complete interest and career surveys and to discuss education, career and training options onsite in the Halfway River First Nations Training Center.
- g) Subject to receiving Tuition Funding from Indigenous Services, pay the Board the Tuition Fees received from the federal government as agreed to and set out in this Agreement; and
- h) Endeavor to find appropriate First Nations or Non-Indigenous mentors for Halfway River First Nation Students who are enrolled in the Career Life Connections 12 course. As the HRFN Community is especially concerned with providing their students with competencies, confidence and an understanding of the steps involved in applying to post-secondary education, completing safety and job training requirements and/or attaining employment in a field that embraces their passions, interests and talents.

3.3 Consistent with the purposes, principles and objectives of this Agreement, School District No. 60, in making available an educational program to Halfway River First Nation Students, will:

- a) Work with the HRFN, to develop and implement strategies to keep First Nation Students in school and maintain and implement an Attendance Protocol;
- b) In the case of an Early School Leaver, work with the HRFN to collaborate on a plan that best meets the educational needs for that First Nation Student;
- c) 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;
- d) Promote and support First Nation cultural activities, including Orange Shirt Day activities, in schools within School District No. 60;

- e) Promote and support effective professional development focused on local First Nations history, language and culture;
- f) Work with Halfway River First Nation, and Indigenous Education Council where applicable on how to effectively use the Targeted Aboriginal Education Funding.
- g) Communicate details of this Agreement, including its purpose, objectives and principles, with school personnel, and in particular principals and teachers; and

3.4 Wherever this Agreement provides that a School, within School District 60, 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, individually, together, and with Schools, make best efforts to:

- a) Introduce more culturally relevant 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 a School; and
- b) Offer courses with appropriate, local Indigenous content and residential schools curriculum;
- c) Develop and review curricular resources for Indigenous Education, through a district committee, which includes members of the local First Nations communities.
- d) Collaborate with the SD60 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 those from HRFN.

4.2 The Parties will work together to address the history of the Indian residential school system through the development and implementation of curriculum, materials and resources, and through professional development opportunities, in a sensitive and appropriate manner.

4.3 The Parties will work in partnership to develop and implement First Nation language programs, respectful of the dialect of the Beaver language spoken by the Elders the Halfway River First Nation. The Halfway River First Nations educational leaders will decide who and where this language instruction will take place.

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

Article 31 1. Indigenous peoples have the right to maintain, control, protect and develop their cultural heritage, traditional knowledge and traditional cultural expressions, as well as the manifestations of their sciences, technologies and cultures, including human and genetic resources, seeds, medicines, knowledge of the properties of fauna and flora, oral traditions, literatures, designs, sports and traditional games and visual and

performing arts. They also have the right to maintain, control, protect and develop their intellectual property over such cultural heritage, traditional knowledge, and traditional cultural expressions. 2. In conjunction with indigenous peoples, States shall take effective measures to recognize and protect the exercise of these rights.

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

- a) the First Nation retains any intellectual property and copyrights of any curriculum content developed in collaboration or cooperation with them regarding their First Nations languages, 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 school district's staff's professional development purposes; and
- c) any other proposed or intended use requires written consent from the First Nation.

5.0 DOGWOOD GRADUATION

- 5.1 School District No. 60 and the Halfway River First Nation will encourage and support each and every First Nation Student who is capable of achieving the Dogwood Diploma to pursue that graduation credential.
- 5.2 For greater clarity, School District No. 60, will ensure the intentional or unintentional streaming or marginalization of Halfway River First Nation Students is not tolerated and that each and every capable HRFN 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 School and Hudson's Hope School) will ensure First Nation 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 First Nation Students and parents. It is recommended that if a student is *not* on track to complete a Dogwood Graduation Certificate, a parent/student informational meeting will be held as soon as possible, perhaps even as soon as the end of grade 9 or beginning of grade 10.
- 5.4 School District No. 60 and Halfway River First Nation will work collaboratively to ensure that all students in Grades 10 to 12 clearly understand the grades they must attain in various courses to attend the college or training of their choice.
- 5.5 School District No. 60 will ensure there is appropriate and timely (i.e. early) counselling support for career and post-secondary education planning available to First Nation Students.

- 5.6 Halfway River First Nation will ensure career, post-secondary education and training materials, pamphlets and course catalogues are available for students onsite at the HRFN Youth Center at the Band Office.
- 5.7 School District No. 60 and Halfway River First Nation will work together to investigate and establish a tutoring program where students would be provided food and encouraged to come for homework completion, 'catch up' or relearning concepts they did not understand.

SPECIAL EDUCATION CONSIDERATION

Note: All points described under Special Education sections 6.0, 6.1, 6.2, 6.3, 7.0, 7.1, 7.2, 8.0, 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7, 8.8, 8.9, and 8.10 are considered 'best practice' in School District No. 60 and are mandated for *all* students, including First Nations students.

6.0 IDENTIFICATION OF FIRST NATION STUDENTS REQUIRING SPECIAL EDUCATION ASSESSMENT

- 6.1 In order to ensure that Halfway River First Nation Students are appropriately identified as requiring special education supports, the Board will ensure School(s) work with the First Nation and Parents to ensure appropriate and transparent ongoing informal assessments of First Nation Students to identify those who may require more formal special education assessment.
- 6.2 In particular, School District No. 60 and the Halfway First Nation will jointly review and determine the criteria and processes used for the identification of kindergarten First Nation Students who may require assessment and additional supports or services, recognizing that early identification is necessary to promote student success, and, for a First Nation Student who is identified as having a special need before entering a School, the First Nation 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 Halfway First Nation 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 First Nation Student has an obvious disability that has not been previously assessed, the School District 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, Halfway River First Nation 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 Halfway River First Nation Student in a special education program, an assessment must be completed, with parental consent that identifies the First Nation Student as requiring supports and services. Depending on the program, this

assessment may be a psycho-educational assessment, a mental health assessment, or a behaviour observation or inventory and should include an academic baseline achievement assessment;

- b) prior to diversion of a Halfway River First Nation Student to an Evergreen Certificate path, a psycho-educational assessment must be completed, with parental consent, and must identify the First Nation Student as having an intellectual disability; and
- c) the results of the assessment must be provided to and discussed with the Parent of that Halfway River First Nation Student, the school-based team, and First Nation support staff as may be designated by the First Nation Student's Parent.

8.0 SPECIAL EDUCATION PROGRAMMING

8.1 As soon as practical after a Halfway First Nations Student has been identified having diverse abilities or a disability:

- a) appropriate supports and services will be identified in order to ensure that the Halfway River First Nation Student obtains an education that is most appropriate for his or her needs, and situated in regular classroom environments as much as possible;
- b) the assessment results and educational services to be provided to the Halfway First Nation Student will be outlined in an Individual Education Plan (IEP), which must be completed with the invitation for parental involvement, for the purpose of assisting school staff to provide supports and services for the First Nation Student;
- c) a Halfway First Nation 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 permit, noting that factors affecting First Nation 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 First Nation Student, and the educational opportunities gained and lost by such placement, must be provided to the Parent and First Nation support staff as may be designated by the First Nation Student's 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 Halfway River First Nation Student's needs are fully met; and
- g) a 'menu' of SD60 supports will be made available to a parent, so that they are aware of the various services, instructional supports and classroom accommodations that may be employed within SD60 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 First Nation Students with IEPs 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, the First Nation, to:
- a) collaboratively identify any adaptations made to a Halfway First Nation Student's educational program;
 - b) ensure that any modifications are made to a Halfway River First Nations Student's educational program only when necessary and only when adaptations have been tried and have proven insufficient to meet the HRFN Student's needs, and only with the Informed consent of the First Nation Student's Parent, or their designate; and
 - c) if a HRFN Student has been put on a non-Diploma Evergreen Certificate path, ensure that the HRFN 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, HRFN Students will have every opportunity to meet with school staff about the IEP and the HRFN Student's educational program within a reasonable timeframe, and no later than two weeks after the request has been made to school personnel.
- 8.5 School District No. 60 will ensure School(s) offer each HRFN Student who has diverse abilities or disabilities relevant learning activities, in accordance with the student's IEP.
- 8.6 Progress reports on their educational achievement in a special education program or on an Evergreen Certificate path must be provided to the Parent and First Nation support staff as designated by the First Nation Student's Parent, according to the same student progress reporting schedule as followed by the School and, in any event, not less 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 First Nation 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 the First Nation and/or the Aboriginal 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 the BRFN Student and his or her Parent, and the IEP will be either:

a) Updated;

b) Revised; or

c) Concluded, where it is determined that the HRFN 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 or Guardian has been obtained.

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

9.0 VULNERABLE STUDENT PLACEMENT

9.1 The School District will ensure that School(s) work with Parents and the Halfway River First Nation to identify Vulnerable Students and, where identification of a First Nation Student as a Vulnerable Student is supported by evidence and demonstrated need, that an Individual Learning Plan (ILP) will be created with parental involvement, and regularly reviewed, for that First Nation Student.

10.0 CHILDREN IN CARE

10.1 The School District 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 the HRFN regarding Children in Care who are First Nation Students.

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

11.0 STUDENT CONDUCT & SAFETY

11.1 The Parties will confirm policies, practices and other appropriate measures to create a safe learning environment, including safety from racism (students and staff), discrimination,

indifference, bias, marginalization, bullying and stereotyping for all students attending the School(s)

- 11.2 Both Parties have agreed to the continued use of the Band Parent Consent Form, renewed annually. By signing this form, parents and guardians consent to the sharing of data and information among members of the student's support team, including the Indigenous Support Workers, the Principal of Indigenous Education and the Halfway River First Nations Education Coordinator. This data and information will be in direct relation to a student's success and achievement in the school system and will be used as a proactive measure and in positive support of the student within School District No. 60 schools.
- 11.3 With written consent of a Halfway River First Nation Student's Parent/Guardian, School District 60 will notify the First Nation of disciplinary action and potential escalation of disciplinary action in relation to that First Nation Student.
- 11.4 The Board will direct schools to take a team approach with First Nation Education representatives when dealing with general disciplinary issues involving First Nation Students, which may include parents or guardians, representatives from Halfway River First Nations, an Aboriginal Support Worker, and/or personnel from the Indigenous Education Center.

12.0 CULTURAL AWARENESS & HIRING IN THE SCHOOL DISTRICT

- 12.1 The Board, in cooperation with the First Nation, agrees to promote a greater awareness and inclusion of and respect by all School District staff and contractors for the First Nation's unique language, culture and history through its policies, practices, plans, curriculum and instruction.
- 12.2 As per the BC Tripartite Education Agreement, at least one non-instructional day per year will be focused on enhancing First Nations Students outcomes commencing in the 2019/20 School Year.
- 12.3

13.0 TRANSPORTATION

- 13.1 In order to access First Nations Transportation Fund, the Parties will identify First Nations Students' transportation needs and jointly develop and submit annually to the tripartite First Nation Student Transportation Committee, a Joint First Nation Student Transportation Plan setting out how the Parties will ensure First Nation 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 Joint First Nation Student Transportation Plan with the First Nation, the Board will not make changes to those services without written agreement of the First Nation.
- 13.3 As per Schedule G of BCTEA, in the event that the Parties determine they need to revise their Joint First Nation Student Transportation Plan, and that the revisions require further funding, they may submit a revised plan to tripartite First Nations Student Transportation Committee.

- 13.4 Where the Parties make amendments to their Joint First Nation Student Transportation Plan, or agree to changes in transportation services, they will ensure that Parents receive notice within a reasonable time in order to respond to any such changes.
- 13.5 The Board agrees that First Nation 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 3 times per year, the School District will provide to the Halfway River First Nation:
- i) the number of HRFN Students enrolled in alternate programs, secondary courses and ungraded programs;
 - ii) a summary of the number and nature of HRFN Students with IEPs placed in Modified or Adapted programs;
 - iii) the number of Early School Leavers and information on supports implemented to prevent early leaving;
 - iv) the number of expulsions of HRFN Students and information on supports implemented to prevent expulsion;
 - v) school attendance of HRFN Students; and
 - vi) literacy and numeracy achievement of HRFN Students.

14.2 Annual Report:

- a) Once each year, the Board will produce and provide to the First Nation an annual report outlining the provision of educational programs to First Nations Students under this 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 Aboriginal Education Funding, Additional Funding and Special Education Funding, including ELL, which includes:
 - a. the number of staff employed using Targeted Aboriginal Education Funding, Additional Funding and Special Education Funding and designated to work with First Nation Students;

- b. the proportion of the staff's time spent working directly with First Nation Students; and
 - c. the staff's duties and responsibilities;
- iii) measures of success of First Nation Students through aggregate results for achievement including but not limited to the following:
1. attendance rates;
 2. percentage of students who are on track or extending for reading, writing and numeracy in grades 4 and 7 in the Foundations Skills Assessment;
 3. participation rates for the Foundations Skills Assessments;
 4. grade to grade transition rates;
 5. student retention rates;
 6. graduation and six-year graduation rates;
 7. proportion of students awarded a BC School Completion Certificate;
 8. Six-year completion (graduation) rate for students in an Alternate program;
 9. grades 10 to 12 math course participation rates,
 10. data related to assessments required for graduation purposes and other supports for successful transition to post-secondary education; and
 11. number of First Nation Students eligible to move on to post-secondary education.

- 14.3 The Board and First Nation will share two Nominal Roll student counts (September 30 & February 28) with the Ministry each School Year. The Board and HRFN will meet the week before the Sept. 30 submission deadline to cross reference student enrollment lists.
- 14.4 The Board will share with the First Nation its annual report to the Ministry on the spending of all First Nation 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 First Nation community-specific student data to the First Nation to help inform them about their Students' progress, and to inform discussions between the First Nation and the Board on supporting those Students.
- 14.6 The First Nation may initiate the implementation of any formalized option agreed upon by FNEC and British Columbia, which may include an Information Sharing Protocol between the Board and the First Nation, to facilitate the provision and use of available First Nation student-specific data. SD60 Indigenous Education Centre has developed a 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, such as course selection dates, reporting periods, parent-teacher interviews, application deadlines and procedures for post-secondary education, etc.
- 15.3 The Parties will encourage functions and meetings, such as parent-teacher interviews, to be held in the community.

16.0 TUITION PAYMENT

- 16.1 For eligible First Nation Students on the Nominal Roll attending Schools operated by the Board on September 30th, and for whom the First Nation has received Tuition Funding from Indigenous Services Canada, the First Nation will pay to the Board the Tuition Fees amount in accordance with this section 16.0 of this Agreement.
- 16.2 The Board will not charge the First Nation a greater amount for the First Nation Students attending a School within the School District than the First Nation Student Rate (as it pertains to tuition)
- 16.3 For greater certainty, the Parties agree that the First Nation is responsible only for Tuition Funding received from Indigenous Services for the Tuition Fees of the First Nation's Students according to the approved First Nations Student Rate and approved Nominal Roll. 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.
- 16.4 The Parties agree the September 30th Nominal Roll enrolment will be verified by:
- a) the First Nation; 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 the First Nation to the Board according to the following schedule and based upon the September 30th Nominal Roll figures:
- a) 70% based on the previous year's eligible Tuition Fees and Nominal Roll on or before December 15;

- b) 30% 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 on or before June 30th.
- 16.6 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 the First Nation for the benefit of the First Nation's students in the same manner as occurs with the Ministry of Education.
- 16.7 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 First Nation Student has withdrawn from school during the month ending one month before the payment due date; or
 - b) a First Nation 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 First Nation Student will be held by the First Nation to be used for Tuition Fees to the First Nation School or BC Independent School that the First Nation Student has transferred to, or to support the continued education of the First Nation Student in support of their potential re-entry into the public system, First Nation School or BC Independent School in the future.
- 16.8 The Parties agree that additional services or programs not contemplated by this Agreement may be provided by the Board through agreement by the Parties on the terms and costs for such service(s) and/or program(s).
- 16.9 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 IS 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.
- 17.0 IMPLEMENTATION, MONITORING, REVIEW: LEA OVERSIGHT TEAM**
- 17.1 The Parties hereby establish a joint LEA Oversight Team responsible for overseeing the implementation of this Agreement, with representation from the First Nation, the School District, and each school at which a First Nation Student attends.
- 17.2 The Parties agree to jointly develop terms of reference for the LEA Oversight Team before the implementation of this LEA agreement (September 8, 2020), which will become a Schedule to this Agreement, and which will include:
- a) the membership of the LEA Oversight Team;

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

18.0 DISPUTE RESOLUTION

- 18.1 If there is a dispute between the Parties with respect to any matter arising from this Agreement or relating to the interpretation and application of this Agreement, the Parties agree to use their best efforts to resolve such disputes in a reasonable and timely manner and in good faith.
- 18.2 Where there is a dispute between the Parties, the Parties agree they will attempt to use any and all face-to-face means to resolve the dispute at the point closest to which the dispute first arises before referring the dispute to senior level representatives.
- 18.3 The Parties agree to endeavour 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 the First Nation.

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 NOTICES

- 20.1 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:

If to the First Nation:
Halfway River First Nation
16262 Rd 4
Wonowon, BC
V0C 2N0

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

21.0 GENERAL

- 21.1 This Agreement will be governed by, and construed in accordance with, the laws in force in the Province of British Columbia.
- 21.2 This Agreement will be to the benefit of, and binding upon, the Parties hereto and their respective successors and assigns.
- 21.3 This Agreement supersedes any and all previous local education agreements between the Parties.
- 21.4 The Parties acknowledge that:
- a) nothing in this Agreement, or in the negotiation of this Agreement, or in any prior document leading to this Agreement, in any way defines or amends, recognizes, affirms, or denies the existence of, or in any way limits Aboriginal or treaty rights of the First Nation; and
 - b) 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 HALFWAY RIVER FIRST NATION by its duly authorized Officers

Councillor – Linda Brady

Councillor – Joyce Audit

Councillor – Lori Wokeley

Councillor – Gerry Hunter

in the presence of:

Witness – Randy Orr or 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:

“Aboriginal 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 Aboriginal students.

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

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

“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 behaviour 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.

“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.

“BRFN” is a recognized acronym for Blueberry River First Nations.

“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.

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

“Early Leaver Prevention Plan” means a plan of student supports, services or accommodations developed and implemented, where parental consent has been provided, in a manner consistent with

the Attendance Protocol and with the purpose of re-engaging the First Nation Student and re-establishing strong attendance. The Plan applies where a First Nation Student misses more than 10% of scheduled classes in a month and will address academic, behavioural, attendance and any other relevant issues and will include interventions to be undertaken by the school, First Nation and parents.

"Early School Leavers" means:

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

where the Early Leaver Prevention Plan has been unsuccessful and the First Nation Student has no Individual Education Plan.

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

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

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

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

"HRFN" means Halfway River First Nation.

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

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

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

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

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

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

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

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

“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.

“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;

“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 # ____.

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

“SD60” is a recognized acronym for School District No. 60

“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, which must be spent on the provision of these programs and services.

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

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