

LOCAL EDUCATION AGREEMENT

Between:



The **Lheidli T'enneh First Nation** as

Represented by the Lheidli T'enneh First Nation through its Council (Education Portfolio)
and LTFN Education Department representative

AND

THE BOARD OF EDUCATION OF SCHOOL DISTRICT No. 57

Represented by School District No. 57 Board of Trustees Chair and Superintendents

July 1, 2025, to June 30, 2028

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THIS AGREEMENT shall be effective from the 1st day of July 2025.

BETWEEN:

THE LHEIDLI T'ENNEH FIRST NATION

(Hereinafter called "the Nation")

AND:

**THE BOARD OF EDUCATION SCHOOL
DISTRICT NO. 57**

(Hereinafter called the "Board")

(Collectively called the "Parties")

PREAMBLE:

WHEREAS

- A. On July 1, 2018, the Province of British Columbia, the Government of Canada and the First Nations Education Steering Committee (FNESC) 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, through the provision of relevant and quality educational programs and services, supported by funding that is responsive to the distinct needs of First Nation Students and the Nation.
- B. The parties to the BCTEA recognize the Local Education Agreement (LEA) as an integral part of the delivery of education services to First Nation students, as the LEA is an essential document that describes the process for building relationship between The Nation, The Board and schools to support improved First Nation student outcomes.
- C. 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. 1-5, or the Council of a Band established by another Act of the government of Canada, with respect to the education of First Nations Students.
- D. Indigenous peoples have the right to establish and control their educational systems and institutions, as affirmed in the *United Nations Declaration on the Rights of Indigenous Peoples* ("UN Declaration"), and as an aspect of their inherent right of self-government as recognized and affirmed under section 35 of the *Constitution Act, 1982*.

- E. On November 28, 2019, the Province enacted the Declaration on the Rights of Indigenous Peoples Act ("Declaration Act"), the purposes of which include to affirm the application of the UN Declaration to the laws of British Columbia, and which requires the provincial government to, in consultation and cooperation with Indigenous peoples, take all measures necessary to ensure the laws of British Columbia are consistent with the UN Declaration and to develop an action plan to meet the objectives of the UN Declaration.
- F. The Nation, pursuant to Article 14 of the UN Declaration, affirms its jurisdiction over educational matters, has the authority and responsibility for the education of First Nation Students to take effective measures, in order for Indigenous individuals, particularly children, including those living outside their communities, to have access to quality education in their own culture and provided in their own language.
- G. The Parties agree that the Board, district staff, principals, vice-principals, support staff and teachers in the School District have a central and important role to deliver quality and culturally relevant education programs and services, and implement effective LEA.
- H. The First Nation has the authority, pursuant to the School Act, to require this LTFN LEA to apply to the First Nation and the Board.
- I. The First Nation has authority and responsibility with respect to the education of its children and youth, which includes a funding role with respect to First Nation Students, and desires to ensure these children and youth all have access to and receive quality education that is safe, respectful, and reflective of their unique culture and history, and leads to successful education outcomes.
- J. The Parties wish to enter into this Agreement to set out the terms and conditions regarding the purchase of education services by the Nation from the Board for the Nation's students.

1.0 PURPOSE

- 1.1** The purposes of the Model LEA are to set out terms and conditions related to:
- a) the purchase of educational programs and services by the First Nation from the Board for First Nation Students attending Schools in the School District;
 - b) the roles and responsibilities of the Parties in working together to improve First Nation Member Students' achievement, including high levels of success, graduation and transition to post-secondary education and training or employment, acknowledging the important role of BC Public Schools in achieving this; and
 - c) developing relationships between the Parties, including measures for building a positive, effective, collaborative and constructive relationship between the First Nation and the Board
- 1.2** This Model LEA serves as a core shared accountability mechanism for the Parties regarding the education of First Nation Member Students in the School District.

2.0 GUIDING PRINCIPLES

- 2.1** The Parties will be guided by the following principles:
- a) The Nation's students will receive a quality education that will allow them to access any opportunities they choose, including a range of pathways to higher learning or employment;
 - b) The Nation's students will feel safe at school, including safety from racism (students and staff), indifference, bias, marginalization, bullying and stereotyping;
 - c) The success of the Nation's students will be informed by physical, psychological, emotional, social, cultural, and spiritual influences in addition to academic programming while at school;
 - d) The Nation's students will feel a sense of belonging while at school and will have access to resources that support their sense of belonging, including access to the Education department at Lheidli T'enneh;
 - e) There will be high expectations for the Nation's students and their attendance and achievement levels;
 - f) Promoting success for the Nation's students will occur through regular and ongoing communication between the School District and the Nation;
 - g) Relevant data will be used to benchmark progress and inform decision-making to support the Nation's students;
 - h) Individual student needs and academic progress will be assessed early and often to ensure that adequate resources/supports are assigned accordingly. Strength based approaches will focus on looking for opportunities to complement and support existing strengths and capacities;

- i) Board policies and the learning environment will be respectful and, in partnership with local Nations, will promote a greater understanding among staff and students of the local Nations' history, territory and contemporary matters.

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

First Nations' Central Role in First Nations Education

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

First Nation Students Access to Quality Education

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

Reconciliation & Collaboration in First Nation Education

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

- h) Strong, effective and inclusive educational systems provide a fundamental opportunity for building relationships and advancing reconciliation between the Crown and First Nations, as expressed in the TRC Calls to Action and the UN Declaration.
- i) Quality First Nations education includes standards, programs, services, school supports and investments that provide appropriate tools and resources aimed at achieving successful First Nation Student outcomes and achievements, while addressing their unique needs.
- j) Curriculum, materials and resources will meaningfully reflect the First Nations' culture, values, language and traditions.
- k) LEAs are an important mechanism to facilitate relationship-building, from negotiation through to ongoing implementation.
- l) The standards set by the United Nations Declaration apply to First Nations education.
- m) The TRC Calls to Action set out a framework for reconciliation, including with regard to First Nations education, that must inform the relationships and collaboration between First Nations, the Province and boards of education.

Parental Choice

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

First Nation Student Safety

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

Shared Accountability and Data-Sharing

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

3.0 STRATEGIC PRIORITIES AND OBJECTIVES

- 3.1 The parties agree to each other's respective strategic plans and strategies as it relates to the goals of Education.
- 3.2 The Nation agrees to be guided by the goals of the Lheidli T'enneh First Nation Education Strategic Plan:

Goal 1: Prepare early learners (Ages 0-6) for academic and social success.

Strategy 1: Offer quality childcare programs for the Nation's parents and early learners.

Strategy 2: Support the spiritual, intellectual, and physical growth of early learners formal programs.

Goal 2: Improve the academic achievement and school experience of Early Years -

12 students.

Strategy 1: Ensure the Nation, School District and families are working collaboratively to support the spiritual, intellectual, and physical growth of all students.

Strategy 2: Recognize cultural commitments as important life skills and find a balance of support between culture and mainstream education.

Strategy 3: Students will have access to extra-curricular activities which contribute to optimal learning and holistic wellness.

Strategy 4: Advocacy efforts will work towards equity in student support and achievement.

Strategy 5: Ensure students are supported in achieving full credit graduation requirements (Dogwood Diploma) and feel empowered to step into post- secondary education/training or employment post-graduation.

Goal 3: Further develop language and culture programming.

Strategy 1: Continue to work with Elders to document the Dakelh language.

Strategy 2: Develop curriculum relevant to Early Years - 12 education, and adult education.

Strategy 3: Increase exposure to and understanding of Dakelh words and language structure.

Strategy 4: Incorporate holistic Indigenous language/culture at all programs and events.

Goal 4: Continue to build educational capacity and programming opportunities.

Strategy 1: Ensure educational goals are integrated into the Nation's overall strategic direction.

Strategy 2: Ensure policies and procedures are in place related to equitable allocation of educational resources for K-12 students.

Strategy 3: Ensure policies and procedures are in place related to effective and equitable programming.

Strategy 4: Ensure that educational programming is designed to support employment outcomes.

Strategy 5: Ensure members are well informed of the educational programming and resources available to them.

3.3 The Board agrees to be guided by the goals of the School District's Strategic Plan and values to:

School District No. 57 Strategic Plan 2021-2026

Values

- **Community**
We engage all members of our learning community through open and respectful relationships.
- **Transparency**
We are open, honest, and accountable for the decisions we make.
- **Integrity**
We are ethical, fair and follow through on our commitments.
- **Respect**
We demonstrate kindness and care for ourselves, others, and the environment.
- **Equity**
We create systems where every student has opportunities and supports to be successful.
- **Inclusion**
We ensure all students contribute and participate in all aspects of school life.

Directions/Priorities

- **Truth and Reconciliation**
Committing to the Truth and Reconciliation Calls to Actions implemented throughout our system to ensure a healthier future for Indigenous learners and a system that acknowledges and teaches Canada's true history.
- **Equity of Access**
Responsive systems providing accessible educational opportunities for all students to achieve their goals with specific focus for Indigenous learners, children and youth in care and students with diverse abilities/disabilities.
- **Wellness**
Culturally safe, caring, inclusive learning communities, where all students thrive with an emphasis on mental health, physical health and overall well-being for students, staff and families.
- **Learning**
Engaging, innovative, learning communities with options and choice for all students to be successful. The focus of increasing literacy, numeracy, and graduation rates will be prioritized. Specific strategies will be implemented to support Indigenous learners, children and youth in care and students with diverse abilities/disabilities.

4.0 INFORMED CONSENT AND PERSONAL INFORMATION

- 4.1 Throughout this agreement there will be reference to the district providing the Nation with information about individual Nation students. It is understood that this action will only occur with the informed consent of the individual parent/guardian.

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

5.0 RESPONSIBILITIES & COMMITMENTS

- 5.1 The Board agrees to:
- a) Foster a learning environment, at all levels of the school system, that establishes high expectations for the Nation's students and that maximizes their learning by helping them feel safe and comfortable and by nurturing a strong sense of belonging in the school.
 - b) Ensure that the Nation's 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.
 - c) Provide and support educators with professional development and educational resources that authentically promote an understanding of Lheidli T'enneh history, territory and contemporary matters.
 - d) Promote the offering of, and enrollment in, English First Peoples 10, 11 and 12 and BC First Peoples 12 and/or Contemporary Indigenous Studies 12, or any successor courses for all students.
 - e) Ensure school personnel encourage and support First Nation Member Students to participate in extracurricular and sports activities including, where practicable, transportation support for First Nation Students;
 - f) Communicate with and provide timely information to parents and legal guardians regarding their child's ongoing academic progress and educational program;
 - g) strive towards high levels of First Nation Member Student success in educational programs, including by:
 - i) working with the First Nation to support and improve attendance of First Nation Member Students, including developing, maintaining and implementing an attendance protocol that sets out the process for recording student attendance and the approach to excused and unexcused absences, suspensions, partial days, and procedures for reporting absences to Parents, with the overall purpose of encouraging regular attendance necessary for success in Schools;

- ii) working with the First Nation to develop and implement strategies to keep First Nation Member Students in school;
- iii) in the case of an Early School Leaver who is still enrolled in an educational program provided by the board, working with:
 - the Parent and the First Nation Student; and
 - the First Nation, where the Parent or First Nation Student, as appropriate, has provided written consent;

to collaborate on a plan that best meets the educational needs of that First Nation Student;
- h) ensure any approved local educational resource materials that promote an understanding of and appreciation for the history, language and culture of First Nations people in British Columbia include a primary focus on the local First Nation(s) in whose territory(ies) the Board operates Schools;
- i) support principals and teachers to effectively deliver the educational programs referred to in this LEA;
- j) spend Indigenous Education Targeted Funding on educational programs and services in accordance with section 87.002 of the School Act;
- k) In collaboration with the Nation, communicate details of this Agreement, including its purpose, objectives and principles, with school personnel, in particular principals and teachers at the first staff meeting of every year;
- l) Give direction and support to principals regarding the implementation of this Agreement, as appropriate, and have measures in place to hold personnel accountable;
- m) Include the Indigenous Education Counsel (IEC) in discussions regarding the use of Targeted Indigenous Education Funding.

5.2 The Nation agrees to:

- a) Establish and grow a positive and collaborative working relationship based on open, regular and effective communication;
- b) Encourage and motivate students to attend school on time and being ready to learn;
- c) Promote a greater understanding, awareness and respect for the Nation's history, language and culture among staff and students;
- d) Work in collaboration with the schools and families to increase the number and percentage of the Nation's students that meet or exceed the prescribed BC Ministry of Education Learning Outcomes in literacy, numeracy, and writing;
- e) Work in collaboration with the schools and families to increase graduation rates, eligibility for post-secondary training and develop student's skills that will assist in the development of their communities.

- 5.3 Wherever this Agreement provides that a school will perform any obligation under this Agreement, the Board will provide direction to the superintendent, who then will direct principals, teachers, and other school staff as needed to fulfil that commitment

6.0 EDUCATIONAL CURRICULUM, PROGRAMS & RESOURCES

- 6.1 The Parties agree to implement the BC curriculum as revised, to integrate First Peoples Principles of Learning, authentic Indigenous resources, and diverse learning experiences including land-based education and traditional ecological knowledge, with a focus on Lheidli T'enneh and Dakelh culture as much as possible.
- 6.2 The Parties will, with the First Nation providing leadership and direction, work together to address the history of the Indian residential school system through the development and implementation of local educational resource materials, and through professional development opportunities, in a sensitive and appropriate manner.
- 6.3 The Parties will work in partnership to develop and implement First Nation language programs, where requested by the First Nation.
- 6.4 Consistent with Article 31 of UNDRIP, the Parties agree that:
- a) The Nation retains intellectual property rights and copyrights of any curriculum content developed in collaboration and cooperation with them regarding their language, cultural heritage, traditional knowledge and 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 professional development purposes; and
 - c) the First Nation approves the Board's use of the First Nation-developed Content as set out below:
 - i) the Board may reproduce the First Nation-developed Content as part of its teaching and professional development materials;
 - ii) the Board will only modify the First Nation-developed Content with the prior consent of the First Nation and approval of the proposed modifications;
 - iii) the Board agrees to use the First Nation-developed Content solely for instructional purposes and for the professional development purposes of the Board's staff;
 - iv) the Board will ensure that service providers of the Board that may use First Nation-developed Content are aware of these restrictions and that they are required to comply with them;
 - v) Any other proposed or intended use requires prior written consent from the Nation; and
 - vi) Should the Board receive written notice from the First Nation of withdrawal of the First Nation's approval provided under paragraph b), the Board will take all reasonable steps to comply with the request including, if requested, removing the First Nation-developed

Content from the teaching and professional development materials as soon as operationally feasible

d) the Board will:

- i) give credit to the First Nation, and any individual authors identified to the Board by the First Nation, in connection with the Board's use of the First Nation-developed Content;
- ii) respect the integrity of the First Nation-developed Content with respect to any modifications to the First Nation-developed Content approved by the First Nation; and
- iii) upon the request of the First Nation, provide the First Nation with a copy of the First Nation-developed Content.

6.5 Consistent with the Truth and Reconciliation Calls (TRC) for Action on Education, the parties agree to:

a) consult and collaborate with Survivors, (Indigenous) peoples, and educators to:

- i) Make age-appropriate curriculum on residential schools, treaties, and Indigenous peoples historical and contemporary contributions to Canada a mandatory education requirement for Kindergarten to Grade Twelve students.

b) Commit to Indigenous Education issues, including

- i) Developing and implementing Kindergarten to Grade Twelve curriculum and learning resources on Indigenous peoples and Canadian history, and the history and legacy of Residential Schools
- ii) Sharing information and best practices on teaching curriculum related to residential schools and Indigenous history
- iii) Building student capacity for intercultural understanding, empathy, and mutual respect
- iv) Identifying teacher training needs relating to the above.

c) Provide an education that includes a segment on Indigenous spiritual beliefs and practices developed in collaboration with Indigenous Elders

7.0 EDUCATION PROGRESS

7.1 The Board and the Nation will support all Nation's students in their educational journey to develop the skills, knowledge, and aptitudes to achieve the Dogwood Diploma.

7.2 For greater clarity, the Board will ensure the intentional or unintentional streaming or marginalization of the Nation's students is not tolerated and that students are on an educational pathway that leads to graduation with a Dogwood Diploma and a full range of opportunities, such as training, post-secondary education and employment.

7.3 Given the overrepresentation of Indigenous students in Alternate Programs, and to counter the "racism of low expectations" reported by then Auditor General in the 2015 report "An Audit of the

Education of Aboriginal Students in the B.C. Public School System,” the Board will actively encourage and support First Nation Member Students to achieve a Dogwood Diploma with 80 credits, rather than an Adult Dogwood or Evergreen (School Completion) Certificate, and will ensure that the intentional or unintentional streaming or marginalization of First Nation Member Students is not tolerated.

- 7.4 The Board and the First Nation will ensure First Nation Member Students and their Parents are provided with information about the implications of receiving a Dogwood Diploma, as compared with the Adult Dogwood and Evergreen (School Leaving) Certificate, to support informed decision-making by those First Nation Member Students and Parents.
- 7.5 The Board and the Nation will work with parents and guardians to monitor the progress of each student, identify and implement intervention supports to assist students to reach grade level and collaboratively make decisions about any adjustments to the level of a student's educational program and make those adjustments but only where the informed consent in writing has first been obtained.
- 7.6 The Board will ensure there is appropriate and timely (i.e., early) counselling support for career and post-secondary education planning available to students.

8.0 RECOGNITION AND ASSESSMENT OF NATION STUDENTS K-12 REQUIRING ADDITIONAL SUPPORTS AND SERVICES

- 8.1 The Board will ensure schools communicate and collaborate with the Nation and parents/guardians in an informal way to develop a holistic understanding of the student's strengths and needs.
- 8.2 The Board will ensure that Parents of a First Nation Student are advised in writing and provided the opportunity to be consulted on the designation of their child in an inclusive education funding category.
- 8.3 In order to ensure that First Nation Students who may have disabilities and diverse abilities are appropriately assessed and supported, the Board will ensure Schools:
 - a) work with the First Nation to jointly review and determine meaningful and transparent ongoing processes for informal assessments of First Nation Students to identify those who may require more formal extended assessments (e.g., psycho-educational, behavioural, speech and language, orientation and mobility) to better understand the strengths and needs of those students, and work with Parents to implement those processes; and
 - b) work with the First Nation to jointly review and determine the criteria and processes used for the identification of kindergarten First Nation Students who may require a formal extended assessment and additional supports or services, recognizing that early identification is necessary to promote student success.
- 8.4 In cases where a Nation student is recognized as requiring additional support that may require formal extended assessments, such as a psycho-educational assessment, the Board will ensure schools communicate with the Nation and parents/guardians so there is a clear understanding of

the process of assessment, the need for and benefits of the assessment, and to obtain parental consent for a timely assessment.

- 8.5 In cases where a Nation student has undergone an formal extended assessment, such as a psycho-educational assessment, the results of the assessment and the plan to provide additional supports and services will be discussed with the Nation and parents/guardians.
- 8.6 In cases where a Nation student has undergone an formal extended assessment, plans will be reviewed annually to determine which, if any, follow-up assessments are to be conducted to ensure support strategies are still relevant and appropriate.
- 8.7 Where a First Nation Student has been identified as having a disability or diverse ability, the Board will require that the First Nation Student's needs are identified in a timely manner.
- 8.8 The Board will work with the First Nation to identify and remove barriers to First Nation Students with disabilities or diverse abilities obtaining an education that is appropriate to their needs and provided in the general education setting.
- 8.9 In cases where a Nation student has undergone a formal extended assessment that determines a cognitive disability, the student will receive supports and services to complete the Dogwood or Evergreen graduation pathway, whichever is most appropriate for the student.
- 8.10 The results of any formal extended assessments will be shared:
 - a) with the Parent of that First Nation Student; and
 - b) with written consent of the Parent or the First Nation Student, as applicable:
 - i) the school-based team; or
 - ii) any other persons requested by the Parent or the First Nation Student, as applicable.
- 8.11 The decision to enroll a First Nation Student in an educational program that leads to an Evergreen (School Completion) Certificate must include the prior Informed Consent of the Parent, and should not be made before:
 - a) the calendar year the First Nation Student is expected to enter Grade 10; and
 - b) there is confirmation:
 - i) by a certified school psychologist or a registered psychologist of a diagnosed intellectual disability accompanied by significant limitations in adaptive functioning that prevents the First Nation Student from meeting the requirements for either the Dogwood Diploma or the Adult Dogwood; or
 - ii) of a complex profile that incorporates evidence from a variety of sources (e.g., medical diagnosis, assessments, IEP, etc.) that prevents the First Nation student from meeting the requirements for either the Dogwood Diploma or the Adult Dogwood, including documentation from a certified school psychologist or registered psychologist outlining

the reason why a diagnosis of an intellectual disability accompanied by significant limitations in adaptive functioning could not be made.

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

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

8.13 In cases where a student is recognized as having additional needs, supports and services will be offered to help the student reach their full potential. Parent communication, collaboration and consent is required prior to planning or offering additional supports and services. These additional supports and services may include, but are not limited to, Speech-Language Therapy, creating an Individual Education Plan (IEP), Occupational or Physical Therapy, Reading Recovery, etc.

8.14 The Board and the Nation will ensure that students and parents/guardians have the opportunity to request a liaison from the Nation participate in the student's support planning.

8.15 For greater clarity, First Nation Students with disabilities or diverse abilities will be supported to achieve all of the provincial learning standards, with supports, unless there is documented evidence demonstrating:

- a) that all relevant adaptations, supports and services have been tried and are insufficient to meet the First Nation Student's needs; and
- b) the First Nation Student's diagnosed intellectual disability accompanied by significant limitations in adaptive functioning or a complex medical profile requires the development and inclusion of individualized learning goals, as outlined in their IEP, which should be aligned as closely as possible with the provincial learning standards for the course and with a graduation diploma program.

Individual Education Plans

8.16 An Individual Education Plan will include specific learning outcomes that are in addition to, different from, or exceed the curricular outcomes. The goal of the IEP is to build independent successful learners and fade dependence of supports, as appropriate, over time.

8.17 Creating an IEP is a collaborative effort involving schools, parents/guardians the Nation and students (when appropriate). IEP planning will occur at the beginning of the school year and will be

reviewed and adapted as needed throughout the year, and revisited at the end of the year to evaluate progress. Parents/guardians will receive a copy of the IEP, and with consent a copy will be sent to the Nation.

8.18 Boards must provide a First Nation Student's Parent the opportunity to meaningfully consult and collaborate on:

- a) the development, updates, revisions and conclusions of an IEP in relation to the student; and
- b) changes to the student's educational program, including the addition of supplemental or individualized learning goals, as outlined in their IEP, or the support measures being provided to their child.

8.19 In the event that the First Nation Student's Parent declines to be involved in the development of an IEP:

- a) the Board will continue with the development of an IEP to ensure that the First Nation Student's needs are fully met; and
- b) the Parent may designate another person to participate in the development of an IEP on their behalf.

8.20 The Board will ensure the School implements the support services outlined in a First Nation Student's IEP.

8.21 The Board will ensure a First Nation Student is aware of and has the opportunity to take an active role in the development of their IEP to the extent that the First Nation Student's developmental level and ability permit.

8.22 The Board will ensure that a First Nation Student's IEP is reviewed at least once each School Year following the year it is developed, with the involvement of the Parent or a designate, as the case may be.

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

9.0 VULNERABLE STUDENT PLACEMENT

9.1 The Board will ensure that schools work with parents and the Nation to identify vulnerable students and, where identification of a Nation student as a vulnerable student is supported by evidence and demonstrated need, that a Student Learning Plan (SLP) or Behavioral Support Plan (BSP) will be created with parental consent and involvement, and regularly reviewed, for that Nation student. With consent a copy will be sent to the Nation.

10.0 CHILDREN IN CARE

- 10.1 The Parties will collaborate with relevant agencies to identify Children and Youth in Care who are First Nation Member Students and ensure information is shared to support and promote their success at school.
- 10.2 The Board will ensure that each identified student has a learning plan that includes supports for literacy, numeracy, social-emotional learning, and cultural connections
- 10.3 The Board will assign a case manager to follow, track, and coordinate communication among social workers, caregivers, school staff, and the First Nation. The Nation will continue to serve as a consistent advocate for their students in care.
- 10.4 The Parties will work together to approach MCFD and/or other relevant agencies to explore inter-ministerial agreements and improve coordination of services and supports for Children and Youth in Care.
- 10.5 The Board will actively support and encourage Children and Youth in Care to achieve a Dogwood Diploma.

11.0 STUDENT CONDUCT & SAFETY

- 11.1 The Board, in consultation with the First Nation, will confirm policies, practices and other appropriate measures are in place to support a safe learning environment, including safety from racism (perpetuated by students or staff), discrimination, indifference, bias, marginalization, bullying and stereotyping for all students attending Schools operated by the Board.
- 11.2 Expectations for Nation student conduct shall be in accordance with the School Act and Regulations, the code of conduct for each school as approved by the Board, and the appeals bylaws, policies and/or procedures of the Board, with due consideration given to any recommendations on policy provided by the Nation.
- 11.3 With written consent of the student's parent, the board will notify the Nation of disciplinary action, and provide to the Nation a copy of all correspondence related to the discipline of the Nation student by the school administrator.
- 11.4 The Board will ensure that situations requiring disciplinary action are analyzed from a trauma informed and culturally responsive perspective, identifying and focusing on the root cause of the behavior.
- 11.5 The Board will direct schools to take a team approach with the Nation's Education representatives (and possibly Aboriginal Justice) when dealing with general disciplinary issues involving Nation students.
- 11.6 Students will partake in restorative practices when needed; to help themselves take a positive step forward and learn to resolve disagreements and take ownership of their behavior.

12.0 HUMAN RESOURCES

- 12.1 The Board will inform the Nation of new hires for the Indigenous Education Department staff, and will consult with the nation on class placements for Lheidli students in June for best fit.

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

13.0 TRANSPORTATION

- 13.1 In order to access the First Nations Transportation Fund, the Parties will identify the Nation's students' transportation needs and jointly develop and submit annually to the SD57 Student Transportation Committee, setting out how the Parties will ensure the Nation students have reliable and safe transportation services to the relevant school(s), including contingency measures for unexpected circumstances.
- 13.2 The Board agrees that, once transportation services are implemented pursuant to an approved Student Transportation Plan with the Nation, the Board will not make changes to those services without written agreement of the Nation.
- 13.3 As per Schedule G of BCTEA, in the event that the Parties determine they need to revise their Nation Student Transportation Plan, and that the revisions require further funding, they may submit a revised plan to the SD57 Student Transportation Committee.
- 13.4 Where the Parties make amendments to their 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 acknowledges it is required to complete the annual BCTEA Joint Transportation Reporting Template to be signed by both the Board and the First Nation.
- 13.6 The Board agrees that First Nation Students will not be penalized for, and will be supported in the event of, absences or late arrivals due to transportation challenges in the provision of services agreed to in the Joint First Nation Student Transportation Plan.

14.0 REPORTING

- 14.1 Four to five times per year, school Principals will provide a complete Principal LEA Report on each LEA student attending their school, including:
- a) The number of Nation students enrolled in the School as of September 30th and covered by this Agreement, and a description of the programs in which they are enrolled;
 - b) A summary of student achievement, attendance, any discipline action, and retention data;
 - c) Update on students who are on track or extending for literacy and numeracy in grades 4 and 7 in the Foundations Skills Assessment;

- d) participation rates for standardized Assessments (eg. Foundations Skills Assessments);
- e) A summary of any injuries/medical incidents that are reported through the online first aid portal;
- f) A summary of Nation student parental contact made (e.g., by phone, email, school or home visits);
- g) The number of Nation students enrolled in alternate programs, secondary courses and ungraded programs;
- h) Supports for successful transition to post-secondary education;
- i) A summary of services and supports provided to Nation students on SLPs, Behavior Support Plans, and Safety Plans;
- j) the number of Early School Leavers and information on supports implemented to prevent early leaving; and
- k) the number of suspensions and expulsions of First Nation Students and information on supports implemented to prevent suspensions and expulsion.

14.2 LEA meeting attendees will consist of:

- a) School Principal and Designated portfolio
- b) Delegated representative of the board (Superintendent, Assistant Superintendent, Director of Instruction, District Principal etc.)
- c) Indigenous students support team (Grad coaches, IEW, Social Worker, YCW etc.)

14.3 Annual Report:

- a) The Board and school(s), in collaboration with the Nation, agree to produce and provide to the Nation an annual report on or before July 15th outlining the provision of educational programs to Nation students under this Agreement including summaries of content from Reports, as well as:
 - i) The number of Nation students enrolled in the School District at the end of each term (semester where applicable) during the year;
 - ii) Measures of success of Nation students, including aggregate results for literacy and numeracy grade levels for K-8, course marks for Math and English for Grades.9-12, attendance rates, grade transition by level, anticipated graduation rate and type of diploma (to be confirmed in the fall), and student transfers;
 - iii) A summary of the number and the designation of Nation students with IEPs placed in Modified or Adapted programs;
 - iv) A summary of any supplementary programs, services and/or supports (e.g., tutoring) that Nation students received during the year;

- v) Survey report of the year's activities under headings of cultural activities, field trips and guest speakers;
- vi) number of students involved in school-organized extracurricular programs and activities;
- vii) Identification of areas recommended for greater focus for the coming year to enhance Nation student success;
- viii) Provide a summary to the Nation regarding the number of children and youth in care (such as Education Plan etc.)
- ix) five and six-year completion (graduation) rates;
- x) six-year completion (graduation) rates without the Adult Dogwood;
- xi) number of students awarded an Evergreen (School Completion) Certificate;
- xii) five and six-year completion (graduation) rates for students in an Alternate Program without an Adult Dogwood;
- xiii) number of school-age students awarded an Adult Dogwood, and the number of adult students awarded an Adult Dogwood;

14.4 Upon request by the Nation, the Board and school(s) will meet with the community to present and discuss either the regular or Annual Reports.

14.5 Where an individual student is to be discussed, the written Informed Consent of the parent or legal guardian must first be obtained.

14.6 Each fall the Parties and school(s) agree to jointly prepare an annual report for community on progress under this Agreement.

14.7 The Board agrees to provide the annual "How Are We Doing?" (HAWD) Report to the Nation.

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/ guardians in the support of their child's successful education experience, and the Parties will advise parents/guardians 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 where appropriate.

- 15.4 The Board will ensure that all general communication from schools to families (mass emails, newsletters etc.) are also sent to the Nation's Education Manager and Education Coordinator.
- 15.5 The Board will ensure that the school calendar will be forwarded to the Nation upon completion.

16.0 TUITION PAYMENT

- 16.1 Indigenous Services Canada (ISC) shall pay the BC Ministry of Education and Child Care (ECC) who shall pay the Board an annual Tuition Fee equivalent to the amount by which the Board's Block Grant is reduced for the students on the Nominal Roll.
- 16.2 The Parties agree to work together to ensure the Nominal Roll is submitted with the correct information through the Joint Verification Process.
- 16.3 In the event of a School closure due to a labour dispute, the Tuition Fees will be returned to the First Nation on a pro-rated basis determined by the number of days the School is closed.
- 16.4 The Board and the First Nation will meet before the invoice for the final Tuition Fee payment set out in section 13.7 is issued to mutually confirm any adjustments due to changes in student enrolment over the course of the School Year in accordance with this Model LEA.
- 16.5 The Board will provide the First Nation with a draft of the invoice referenced in section 13.10 at least 30 days in advance of the meeting.
- 16.6 Where Canada is late in providing Tuition Funding to the First Nation:
- a) the First Nation will notify the Board of the delay in receiving the funding in a timely manner; and
 - b) the Board will not charge interest to the First Nation on any amount that is outstanding due to Canada's late provision of funding.

17.0 EXCEPTIONAL CIRCUMSTANCES

- 14.1 The Parties recognize that in exceptional circumstances or a human or natural emergency, such as the COVID-19 health pandemic or environmental disaster events, First Nations have and are likely to experience disproportionate and distinct impacts as a result of circumstances such as remoteness, vulnerabilities and capacity.
- 14.2 In the event of exceptional circumstances or a human or natural emergency that impact the provision of in-class learning, the Board will work collaboratively with the First Nation to identify and accommodate First Nation Students' continued education and transportation needs through the development of a jointly signed-off plan for the continuation of education of First Nation Students.

18.0 IMPLEMENTATION, MONITORING, REVIEW: LEA COMMITTEE

- 18.1 The Parties will within 90 days of the application of this LEA, establish a joint LEA Committee responsible for overseeing the implementation of this agreement as follows:

- a) One Lheidli T'enneh Council member, or their designate;
- b) One Lheidli T'enneh Elder (optional);
- c) Lheidli T'enneh staff: education and health team
- d) Office of the Superintendent;
- e) School Principals and Designated Portfolio;
- f) Director(s) of Instruction and/or District Principal(s) of the Indigenous Education of School District No. 57;
- g) Other individuals may be invited to attend specific meetings with the Committee's approval.

18.2 The Parties agree that the LEA Committee will meet in the fall, and spring to jointly monitor the effectiveness of this Agreement and identify, plan, and create opportunities for improvement of this Agreement, to achieve its purposes, principles and objectives.

19.0 DISPUTE RESOLUTION

- 19.1 If there is a dispute between the Parties with respect to any matter arising from this Agreement or relating to the interpretation and application of this Agreement, the Parties agree to resolve such disputes together in a timely fashion, and in a manner that fosters ongoing respectful relationships between the Board and the Nation.
- 19.2 Where there is a dispute between the Parties, the Parties agree they will attempt to use any and all face-to-face means to resolve the dispute at the point closest to which the dispute first arises before referring the dispute to senior level representatives.

20.0 TERM & AMENDMENTS

- 20.1 The term of this Agreement will be three years, beginning July 1, 2025, and ending June 30, 2028, unless the Parties agree, in writing, to:
- a) Terminate the Agreement; or
 - b) Renew the Agreement, with or without amendments.
- 20.2 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.

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:

If to the Nation:

Finance Manager

Lheidli T'enneh First Nation 1041 Whenun Road

Prince George, B.C. V2K 5X8

If to the Board:

The Secretary-Treasurer School District No. 57 2100 Ferry Avenue Prince George, B.C. V2L 4R5

22.0 GENERAL

- 22.1 This Agreement will be governed by, and construed in accordance with, the laws in force in the Province of British Columbia.
- 22.2 This Agreement will be to the benefit of, and binding upon, the Parties hereto and their respective successors and assigns.
- 22.3 This Agreement supersedes all previous local education agreements between the Parties.
- 22.4 The Parties acknowledge that:
- a) nothing in this Agreement, or in the negotiation of this Agreement, or in any prior document leading to this Agreement, in any way defines or amends, recognizes, affirms, or denies the existence of, or in any way limit Indigenous or treaty rights of the Nation; and
 - b) this Agreement is without prejudice to the rights of the Parties and the Nation with respect to such matters.
- 22.5 The Parties acknowledge that this LEA is to be construed as upholding the rights of Indigenous peoples recognized and affirmed by section 35 of the Constitution Act, 1982, and not as creating, amending, defining the nature and scope of, or abrogating or derogating from those rights.



23. Signature Page

23.1. The undersigned hereby acknowledge their agreement to the terms and conditions of the Local Education Agreement as outlined above.

SIGNED on behalf of LHEIDLI T'ENNEH FIRST NATION by its duly authorized Officers:

Name: Dolleen Logan
Title: Chief
Signature: Dolleen Logan
Date: June 25, 2025

SIGNED on behalf of the BOARD OF EDUCATION School District No. 57

Board Chair: Craig Brennan
Signature: Craig Brennan
Date: June 25, 2025

Superintendent: Jameel Aziz
Signature: [Signature]
Date: 06/25/25

Secretary Treasurer: Lylda Minnabarriz
Signature: [Signature]
Date: June 25/25

APPENDIX A

DEFINITIONS

The following definitions apply to the Agreement:

"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 the use of adaptations.

"Adult Dogwood" means an adult high school diploma that 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. Students must obtain twenty credits for completing specified courses to obtain this diploma.

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

"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.

"Behavior Support Plan" is a strengths-based plan that assists students in developing skills to decrease challenging behaviors and increase positive behaviors. The plan may include teaching, improved communication, building relationships, and other interventions.

"Children and Youth 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. Students must obtain 80 credits, including 52 course credits from the required courses to obtain this diploma.

"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 (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.

"Early School Leaver" means:

- a First Nation Student leaving school prior to the completion of Grade 12, including a student who is expelled; or

- a First Nation 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

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

"First Nation 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 Student Transportation Fund" means the First Nation Student Transportation Fund established by Canada, British Columbia and FNEC to fund the transportation of First Nation Students to BC Public Schools, as may be amended from time to time.

"Freedom of Information and Protection of Privacy Act" means the Freedom of Information and Protection of Privacy Act, RSBC 1996, c. 165.

"Full Time Equivalent" means the full time equivalent as calculated in Canada's Nominal Roll Instructions.

"Guardian" means, in respect of a student:

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

"Indigenous Education Targeted Funding" means operating funding provided to the Board by the Ministry targeted for school age students of Indigenous ancestry, under section 106.4 of the School Act, participating in Indigenous Education Programs and Services offered by public schools, which must be spent on the provision of these programs and services.

"Individual Education Plan (IEP)" is a written document that identifies student strengths and areas for growth, educational goals, those responsible for assisting the student in completing those goals, timelines for completion, and methods for assessing the attainment of goals. Goals for all students will be developed with appropriate and high expectations for achievement.

"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. An ILP could include a Behavioral Support Plan.

"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 this Model LEA, Informed Consent includes, as applicable, that a person be informed of:

- assessment procedures to be carried out;
- information to be collected;
- interventions that may take place;
- benefits and risks;
- options available, including options to refuse or withdraw consent at any time,

- and be provided meaningful opportunity to provide input into a decision.

"Intellectual Property" means the protection of Indigenous traditional knowledge, culture and cultural expression and the rights to this are owned and protected by the Nation, Knowledge Keepers and not that of any organization.

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

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

"LEA Oversight Team" means the team established by the Parties under section 18.

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

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

"Modifications" means instructional and assessment-related decisions made to support a student's educational needs that consist of individualized learning goals and outcomes which are different than the 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 ordinarily living on-reserve and attending elementary/middle/secondary school as of September 30th.

"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 responsibility for 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 No. 57.

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

s. 33(2)(x) of the Freedom of Information and Protection of Privacy Act - Section 33 establishes a defined set of purposes under which a public body may disclose personal information.

"Truth and Reconciliation Commission of Canada" (TRC) The TRC is a component of the Indian Residential Schools Settlement Agreement. Its mandate is to inform all Canadians about what happened in Indian Residential Schools (IRS) and to articulate calls to action to guide and inspire Indigenous Peoples and Canadians in a process of reconciliation and renewed relationships that are based on mutual understanding and respect.

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

"UNDRIP" (United Nations Declaration on the Rights of Indigenous Peoples) is an international document adopted by the United Nations on September 13, 2007, to enshrine (according to Article 43) the rights that "constitute the minimum standards for the survival, dignity and wellbeing of the Indigenous peoples of the world."

Article 14:

1. Indigenous peoples have the right to establish and control their educational systems and institutions providing education in their own languages, in a manner appropriate to their cultural methods of teaching and learning.
2. Indigenous individuals, particularly children, have the right to all levels and forms of education of the State without discrimination.
3. States shall, in conjunction with Indigenous peoples, take effective measures, in order for Indigenous individuals, particularly children, including those living outside their communities, to have access, when possible, to an education in their own culture and provided in their own language.

Article 15:

1. Indigenous peoples have the right to the dignity and diversity of their cultures, traditions, histories and aspirations which shall be appropriately reflected in education and public information.
2. States shall take effective measures, in consultation and cooperation with the Indigenous peoples concerned, to combat prejudice and eliminate discrimination and to promote tolerance, understanding and good relations among Indigenous peoples and all other segments of society.

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

