

LOCAL EDUCATION AGREEMENT

Between:



The McLeod Lake Indian Band as

Represented by the McLeod Lake Indian Band through its Chief and Council

AND

The BOARD OF EDUCATION OF SCHOOL DISTRICT No. 57

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

July 1, 2025, to June 30, 2029

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

**BETWEEN:
THE McLeod Lake Indian Band
(hereinafter called “the Nation”)**

**AND:

THE BOARD OF EDUCATION SCHOOL DISTRICT
NO. 57
(hereinafter called the “Board”) (collectively
called the “Parties”)**

Local Education Agreement

**Between McLeod Lake Indian Band and School
District 57**

Contents

Contents	2
Preamble	3
1. Purpose.....	4
2. Guiding Principles.....	4
3. Strategic Priorities and Objectives.....	6
4. Informed Consent and Personal Information.....	7
5. Responsibilities and Commitments	8
6. Educational Curriculum Programs and Resources.....	10
7. Education Progress	11
8. Recognition and Assessment of Nation Students K-12 Requiring Additional Supports and Services.....	12
9. Vulnerable Student Placement.....	15
10. Children in Care	16
11. Student Conduct.....	16
12. Human Resources.....	17
13. Transportation	17
14. Reporting	17
15. Communications.....	19
16. Tuition Payment.....	20
17. Exceptional Circumstances.....	21
18. Implementation / Monitoring / Review of LEA Committee.....	21
19. Dispute Resolution	22
20. Terms and Amendments	23
21. Notices.....	24
22. General	24
23. Signature Page	25
Appendix A – Definitions.....	26

Preamble

This Local Education Agreement (LEA) is entered into by McLeod Lake Indian Band and School District 57 (SD57) with the shared commitment to providing an inclusive, culturally responsive, and high-quality education for students of McLeod Lake Indian Band. Recognizing the importance of education in the empowerment and future success of Indigenous students, this agreement seeks to ensure that all learners are supported in their academic, emotional, and cultural growth.

This LEA acknowledges the rights, traditions, and aspirations of the McLeod Lake Indian Band, and the parties commit to a partnership grounded in mutual respect, trust, and collaboration. By honoring Indigenous knowledge, values, and practices, this agreement aims to foster an educational environment that nurtures the development of students both academically and personally, while preserving and promoting the cultural heritage of the McLeod Lake Indian Band.

In this spirit of partnership, McLeod Lake Indian Band and School District 57 agree to work together to provide equitable opportunities, tailored supports, and meaningful experiences that allow students to thrive within the broader educational system, while remaining connected to their community and culture. This agreement marks a collective commitment to supporting the success and well-being of Indigenous learners and sets the foundation for continued collaboration and shared responsibility in the education of McLeod Lake Indian Band students.

- 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. I-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. The Nation, pursuant to its 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.
- E. 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 education programs and services, and implement an effective LEA.

- F. 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.

This Local Education Agreement (LEA) is guided by the principles of reconciliation as outlined in the Truth and Reconciliation Commission's Calls to Action, the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP), and British Columbia's Declaration on the Rights of Indigenous Peoples Act (DRIPA).

In recognition of the inherent rights of Indigenous Peoples to self-determination and culturally appropriate education, this agreement reflects the commitment of SD57 and the McLeod Lake Indian Band to work collaboratively, respectfully, and in the spirit of true partnership. This includes ensuring Indigenous students receive equitable access to quality education that is inclusive, culturally grounded, and responsive to the needs and aspirations of the McLeod Lake Indian Band.

THEREFORE, the Parties agree as follows:

1. Purpose

- 1.1 This Local Education Agreement (LEA) is made between McLeod Lake Indian Band (MLIB) and School District 57 (SD57) to provide a collaborative framework that ensures the academic success, well-being, and holistic development of students from the McLeod Lake Indian Band community within the educational system. The goal is to establish shared responsibilities and commitments to support Indigenous learners in their academic journey, recognizing and valuing the cultural heritage and traditions of the McLeod Lake Indian Band. This agreement supports the full realization of the education-related Calls to Action of the Truth and Reconciliation Commission and aligns with the principles of UNDRIP and DRIPA to uphold Indigenous rights in education.

2. Guiding Principles

- 2.1 **Respect for Indigenous Culture and Rights:**
Recognize, respect, and integrate McLeod Lake Indian Band's distinct culture, language, traditional knowledge systems, and inherent rights into all aspects of education. In alignment with UNDRIP Articles 13, 14, and 31 and TRC Call to Action 10, cultural education is not supplementary but foundational to student success.
- 2.2 **Indigenous Educational Governance and Self-Determination:**
Uphold the McLeod Lake Indian Band's inherent right to self-determination in education, consistent with Articles 3, 4, and 14 of UNDRIP and the principles of DRIPA. The Nation shall be an equal and active decision-making partner in the design, delivery, and monitoring of education programs and services for its students.

2.3 Collaboration and Partnership:

Foster a respectful, sustained partnership between McLeod Lake Indian Band and School District 57 grounded in trust, reciprocity, and shared accountability for student success.

2.4 Equity and Access:

Ensure that all McLeod Lake students—regardless of residence or registration status—have equitable access to high-quality, inclusive, and culturally relevant education, including supports tailored to their individual learning journeys.

2.5 Holistic Education and Wellness:

Recognize and support the growth of each student as a whole person—spiritually, emotionally, physically, culturally, and intellectually. Honor community values and teachings as essential components of student development.

2.6 Safety and Belonging:

Ensure that schools are culturally safe spaces free from racism, discrimination, bias, marginalization, and stereotyping. This includes both proactive and restorative practices to promote healing and inclusivity.

- a) The Nation's students will feel a deep sense of belonging at school, supported by the presence of Nation staff, Elders, and culturally affirming spaces and resources.
- b) The educational environment will be trauma-informed and responsive to the intergenerational impacts of residential schools, colonization, and systemic inequities.

2.7 Strength-Based, High Expectations:

Maintain high expectations for the academic achievement and personal growth of the Nation's students, recognizing and building upon their unique strengths, gifts, and aspirations.

2.8 Informed Decision-Making and Accountability:

Ensure that relevant, disaggregated student data is regularly shared, interpreted with the Nation's input, and used to guide interventions, planning, and accountability. Data will be used in a respectful, strength-based, and rights-affirming manner.

2.9 Early Identification and Individualized Support:

Student needs will be identified early through collaborative assessments and supports will be implemented in partnership with families and the Nation to ensure each learner is given the opportunity to succeed.

2.10 Culturally Responsive Policies and Practices:

School District 57 will ensure its policies, leadership, staff training, and school climate reflect respect for McLeod Lake Indian Band's knowledge, history, territory, and contemporary realities. This includes the active integration of First Peoples Principles of Learning and anti-racism practices in daily school operations.

3. Strategic Priorities and Objectives

The Parties agree to work collaboratively and consistently toward advancing the following shared strategic priorities. These objectives reflect the joint responsibility of McLeod Lake Indian Band and School District 57 to ensure that every McLeod Lake learner is supported to achieve success, wellbeing, and a sense of belonging throughout their educational journey.

3.1 Objective 1: Enhance Academic Achievement and Close Equity Gaps

Support the success of McLeod Lake Indian Band students through equitable access to educational resources, high expectations, early intervention, and tailored supports.

- a) Dedicate qualified Indigenous support workers in schools with identified McLeod Lake students (via the Nominal Roll), with hiring practices that prioritize Indigenous candidates and culturally informed training.
- b) Address literacy, numeracy, and independent learning skills, with culturally relevant teaching strategies and appropriate resource allocation.
- c) Jointly develop **Grade 6–7 transition plans** for every MLIB student, ensuring continuity of supports, expectations, and relationships.
- d) Conduct psychoeducational assessments and early learning screeners in a timely, trauma-informed, and culturally safe manner.
- e) Ensure that capable students graduate with a **Dogwood Diploma** and are provided with access to post-secondary guidance, course selection support, and assistance with bursary/scholarship applications.
- f) For students likely to graduate with an **Evergreen Certificate**, the Parties will:
 - i. Notify families and MLIB through the IEP process.
 - ii. Co-create a **transition plan by March 30 of Grade 11** that includes goals related to employment, life skills, further education, and community connections.
- g) **IEP Improvements:** The Nation advocates for the development of simplified, student-centered IEPs (one-page format) focusing on four key areas of strength and growth. Each IEP will include a clear monitoring and documentation plan to ensure fidelity of implementation, shared with parents/guardians and MLIB Education staff.

3.2 Objective 2: Strengthen Indigenous Governance and Involvement in Education

Uphold McLeod Lake Indian Band's inherent jurisdiction in education by ensuring meaningful consultation and collaboration in school-level planning, decision-making, and accountability.

- a) Involve MLIB representatives in key decisions affecting Indigenous students, including MLIB content and history, such as curriculum, school operations, staff development, and student services.

- b) Encourage participation of MLIB leadership and Education staff in school events, committees, and planning processes.

3.3 Objective 3: Embed Culturally Relevant and Responsive Education

Ensure that all educational environments affirm Indigenous identities, histories, and ways of knowing, consistent with TRC Call to Action 14 and UNDRIP Article 14.

- a) Integrate McLeod Lake culture, language, and teachings—especially the Sekani language—into curriculum, pedagogy, and school climate.
- b) Collaboratively develop and support curriculum that reflects local Indigenous knowledge, land-based learning, and traditional ecological practices.
- c) Actively involve Elders, Knowledge Keepers, and community cultural workers in the education of both Indigenous and non-Indigenous students.
- d) Enhance student pride in heritage, self-worth, and sense of identity while upholding standards for mutual respect, personal responsibility, and academic effort.

3.4 Objective 4: Promote Holistic Student Wellness Through Family and Community Engagement

Recognize the interconnected physical, mental, emotional, and spiritual dimensions of student well-being and the importance of community in fostering success.

- a) Create and implement a joint plan for regular, inclusive family engagement that ensures parents/guardians feel welcomed, informed, and empowered.
- b) Ensure student services include culturally appropriate counselling, wellness programs, and connections to community supports.
- c) Encourage school participation in community events and reciprocally invite school staff to attend cultural activities hosted by MLIB.

4. Informed Consent and Personal Information

- 4.1 Both parties acknowledge the importance of informed consent in the educational process. Parents and guardians of students within McLeod Lake Indian Band will be adequately informed about educational programming, assessment practices, and the services available to their children. Consent for the sharing of educational and personal information will be obtained, ensuring privacy rights are respected.
- 4.2 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.
- 4.3 Personal information disclosed by the Board to the 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.

- 4.4 The 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.
- 4.5 The 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. Responsibilities and Commitments

5.1 McLeod Lake Indian Band 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 and eligibility for post-secondary training and develop student's skills that will assist in the development of their communities.

5.2 School District 57 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 the Nation's 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 Nation Member Students to participate in extracurricular and sports activities including, where practicable, transportation support for 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 Nation Member Student success in educational programs, including by:
 - i. working with the Nation to support and improve attendance of 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 Nation to develop and implement strategies to keep Nation Member Students in school;
 - h) In the case of an Early School Leaver who is still enrolled in an educational program provided by the board, working with:
 - i. the Parent and the Nation Student; and the Nation, where the Parent or Nation Student, as appropriate, has provided written consent;
 - ii. to collaborate on a plan that best meets the educational needs of that Nation Student;
 - i) Ensure any approved local educational resource materials that promote an understanding of and appreciation for the history, language and culture of the Nation's people in British Columbia include a primary focus on the local First Nation(s) in whose territory(ies) the Board operates Schools;
 - j) Support principals and teachers to effectively deliver the educational programs referred to in this LEA;
 - k) Spend Indigenous Education Targeted Funding on educational programs and services in accordance with section 87.002 of the School Act;
 - l) 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;
 - m) Give direction and support to principals regarding the implementation of this Agreement, as appropriate, and have measures in place to hold personnel accountable;
 - n) Include the Indigenous Education Counsel (IEC) in discussions regarding the use of Targeted Indigenous Education Funding.
- 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. Educational Curriculum Programs and 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 the Nations culture and language as much as possible.
- 6.2 The Parties will, with the 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 Nation language programs, where requested by the 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 Nation approves the Board's use of the Nation-developed Content as set out below:
 - i. the Board may reproduce the Nation-developed Content as part of its teaching and professional development materials;
 - ii. the Board will only modify the Nation-developed Content with the prior consent of the Nation and approval of the proposed modifications;
 - iii. the Board agrees to use the 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 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 Nation of withdrawal of the Nation's approval provided under paragraph b), the Board will take all reasonable steps to comply with the request including, if requested, removing the Nation-developed Content from the teaching and professional development materials as soon as operationally feasible
 - d) the Board will:

- i. give credit to the Nation, and any individual authors identified to the Board by the Nation, in connection with the Board's use of the Nation-developed Content;
 - ii. respect the integrity of the Nation-developed Content with respect to any modifications to the Nation-developed Content approved by the Nation; and
 - iii. upon the request of the Nation, provide the Nation with a copy of the 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
 - i. Sharing information and best practices on teaching curriculum related to residential schools and Indigenous history
 - ii. Building student capacity for intercultural understanding, empathy, and mutual respect
 - iii. Identifying teacher training needs relating to the above.
 - iv. Provide an education that includes a segment on Indigenous spiritual beliefs and practices developed in collaboration with Indigenous Elders

7. 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 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 Nation Member Students is not tolerated.

- 7.4 The Board and the Nation will ensure 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 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. 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 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 Nation Students who may have disabilities and diverse abilities are appropriately assessed and supported, the Board will ensure Schools:
 - i) work with the Nation to jointly review and determine meaningful and transparent ongoing processes for informal assessments of 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
 - ii) work with the Nation to jointly review and determine the criteria and processes used for the identification of kindergarten 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 a 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 a 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 Nation Student has been identified as having a disability or diverse ability, the Board will require that the Nation Student's needs are identified in a timely manner.
- 8.8 The Board will work with the Nation to identify and remove barriers to 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 Nation Student; and
 - b) with written consent of the Parent or the Nation Student, as applicable:
 - i. the school-based team; or
 - ii. any other persons requested by the Parent or the Nation Student, as applicable.
- 8.11 The decision to enroll a 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 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 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 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 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, support and services will be offered to help the student reach their full potential. Parent communication, collaboration and consent are required prior to planning or offering additional support 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 to participate in the student support planning.

8.15 For greater clarity, Nation Students with disabilities or diverse abilities will be supported to achieve all 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 Nation Student's needs; and
- b) the 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 around 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 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 If the 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 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 the Nation Student's IEP.
- 8.21 The Board will ensure a Nation Student is aware of and can take an active role in the development of their IEP to the extent that the Nation Student's developmental level and ability permit.
- 8.22 The Board will ensure that a 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 Nation Student Parents receive progress reports in accordance with the schedule outlined in the Learning Update Order and that, for 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 Nation Student's individual goals as laid out in their IEP.

9. 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. Children in Care

- 10.1 The Parties will collaborate with relevant agencies to identify Children and Youth in Care who are 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 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. Student Conduct

- 11.1 The Board, in consultation with the 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. 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 Nation students in June for best fit.
- 12.2 The Board, in cooperation with the Nation, will promote awareness and respect for the 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 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 Nation Member Students, including Nation Support Workers, teachers, education assistants, principals and vice-principals.

13. Transportation

- 13.1 In order to access the 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 Nation.
- 13.6 The Board agrees that 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. Reporting

- 14.1 Reporting shall occur a minimum of 10 times per school year (once a month September – June), 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 (e.g. 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 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 (Indigenous 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. Communications

15.1 Effective and reciprocal communication channels will be established and maintained between the McLeod Lake Indian Band, parents, guardians, and School District 57 to ensure trust, mutual understanding, and responsiveness to student needs.

15.2 Communications will:

- a) Be timely, respectful, and in plain language
- b) Incorporate culturally appropriate methods of engagement, including oral, digital, and community-based practices
- c) Be developed with input from MLIB's Education Department to reflect community protocols and values

15.3 Regular joint meetings between the Nation's Education staff and District administrators will occur no less than twice per school term to:

- a) Discuss emerging issues or concerns
- b) Review progress on LEA commitments
- c) Share feedback from families, educators, and students

15.4 Community consultation processes will be conducted with the full participation of McLeod Lake Indian Band to ensure alignment with Article 19 of UNDRIP, which affirms Indigenous peoples' right to be consulted in good faith on matters affecting them. This includes meaningful input into district-wide decisions that impact Indigenous students.

15.5 The Parties will work together to develop culturally relevant communication tools (e.g., Indigenous-focused newsletters, updates at community gatherings, messaging through Elders or youth leaders) to share information, celebrate student successes, and strengthen the Nation's voice in education.

15.6 Every effort will be made to ensure that students and families feel heard and respected, and that feedback mechanisms are accessible and safe for Indigenous students and caregivers to use.

16. Tuition Payment

16.1 Tuition fees for McLeod Lake Indian Band students will be managed in accordance with current provincial, federal, and local funding agreements, including the BC Tripartite Education Agreement (BCTEA), and in alignment with the School District's financial policies and practices.

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 The Parties agree that tuition arrangements shall:

- a) Reflect the full cost of education services provided to MLIB students, including but not limited to specialized supports, cultural programming, counselling, and additional staffing
- b) Be negotiated transparently and collaboratively on an annual basis, with detailed breakdowns of services provided

- c) Include the Nation's right to advocate for adequate, equitable funding that supports the unique educational needs of their students, consistent with UNDRIP Article 21 and TRC Call to Action 8

16.4 The Board acknowledges the McLeod Lake Indian Band's jurisdiction over education for its members and will engage the Nation in any discussions or decisions that may impact the scope, structure, or funding of education services covered by this agreement.

16.5 Any changes to tuition rates, funding structures, or federal/provincial education agreements that could affect services to MLIB students must be communicated to the Nation in a timely and collaborative manner, ensuring transparency and respect for the Nation's decision-making processes.

16.6 The Parties will make efforts to align tuition and funding discussions with broader strategic planning for Indigenous education under the LEA, and any disputes related to tuition will be addressed through the dispute resolution process defined in this agreement.

17. Exceptional Circumstances

17.1 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 because of circumstances such as remoteness, vulnerabilities and capacity.

17.2 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 Nation to identify and accommodate Nation Students' continued education and transportation needs through the development of a jointly signed-off plan for the continuation of education of Nation Students.

18. Implementation / Monitoring / Review of LEA Committee

18.1 The Local Education Agreement (LEA) Committee will be established to oversee the implementation, monitoring, and review of this Agreement. The Committee will consist of:

- i) One MLIB Chief and Council, or their designate;
- ii) One MLIB Elder;
- iii) MLIB staff from the Education and Health department;
- iv) Office of the Superintendent;
- v) School Principals and Designated Portfolio;
- vi) Director of Instruction and/or District Principal(s) of the Indigenous Education Department of School District No 57;

- vii) Other individuals may be invited to attend specific meetings with the Committee's approval

and will operate on the basis of mutual respect, transparency, and consensus-building.

18.2 The LEA Committee will:

- a) Meet no less than 5 times per school year, or more frequently as required
- b) Review data and reports on student progress, attendance, achievement, and program effectiveness
- c) Identify challenges and co-develop strategies to improve outcomes for MLIB students
- d) Monitor adherence to LEA commitments by both Parties
- e) Ensure alignment with broader policy frameworks such as BCTEA, UNDRIP, TRC, and DRIPA

18.3 The Committee will serve as a key mechanism for the exercise of Indigenous educational governance, consistent with Article 18 of UNDRIP, which affirms the right of Indigenous peoples to participate in decision-making in matters affecting their rights, through representatives chosen by themselves.

18.4 The Committee will also:

- a) Develop an annual implementation plan and timeline based on the priorities set in this Agreement
- b) Identify and review key performance indicators (academic, cultural, and well-being focused)
- c) Collaborate on solutions when disputes or barriers arise in program delivery or student supports
- d) Prepare a joint annual report summarizing progress, challenges, and next step

18.5 The LEA will be reviewed in full at least once every school year by the Committee. Recommendations for amendments will be jointly developed and brought forward to leadership for approval by both Parties.

18.6 The work of the LEA Committee will be guided by principles of accountability, equity, cultural safety, and the recognition of MLIB's jurisdiction and priorities in education.

19. Dispute Resolution

19.1 Any disputes arising from this Agreement will be addressed through a respectful, transparent, and timely process grounded in mutual dialogue and the Nation's cultural values.

19.2 The Parties will:

- a) Seek to resolve issues at the lowest possible level, involving the individuals or departments closest to the matter;
 - b) Approach disputes with a spirit of good faith, cultural humility, and shared responsibility;
 - c) Maintain a focus on the well-being and best interests of students throughout any dispute resolution process
- 19.3 Where informal efforts do not result in resolution, the matter will be referred to the **LEA Committee**, which will review the dispute and attempt to reach a resolution by consensus.
- 19.4 If consensus is not achieved, the Parties may jointly select a qualified, neutral **third-party mediator**, who is knowledgeable in Indigenous education, intercultural conflict resolution, and the principles of UNDRIP and DRIPA.
- 19.5 Dispute resolution will respect:
- a) The **inherent rights** of Indigenous Peoples as outlined in Article 40 of UNDRIP, which affirms their right to fair procedures for the resolution of conflicts;
 - b) The McLeod Lake Indian Band's **laws, customs, and traditional conflict resolution methods**, where appropriate and agreed upon by both Parties.
- 19.6 The costs associated with third-party mediation will be shared equally by the Parties unless otherwise agreed in writing.
- 19.7 The Parties agree that the dispute resolution process itself should not interrupt the ongoing delivery of educational services to students, and that decisions affecting students will continue to be made in a timely and supportive manner while a resolution is sought.

20. Terms and Amendments

- 20.1 This Agreement will remain in effect for a term of four (4) years, from July 1, 2025, to June 30, 2029, unless otherwise amended by mutual consent. During this period, the Parties commit to ongoing collaboration and regular review of its implementation to ensure the Agreement remains responsive to the evolving needs of McLeod Lake Indian Band students.
- 20.2 At least six (6) months prior to the expiry of the Agreement, the LEA Committee will initiate a comprehensive review and begin negotiations for a renewed Agreement, ensuring a seamless transition and uninterrupted support for students.
- 20.3 Amendments to this Agreement may be proposed by either Party at any time during the term. All amendments must:
- a) Be developed collaboratively and in good faith;
 - b) Be documented in writing;

- c) Receive formal approval from both McLeod Lake Indian Band Chief and Council and the Board of Education for School District 57 before coming into effect.

20.4 The process for review and amendment will honor the principles of free, prior, and informed consent as set out in Article 19 of UNDRIP and supported by DRIPA, recognizing the Nation's right to participate fully and effectively in decision-making processes that impact their students and educational governance.

20.5 Amendments may also be required in response to:

- a) Legislative or policy changes at the federal or provincial level;
- b) Updates to the BC Tripartite Education Agreement (BCTEA);
- c) New funding structures or education initiatives impacting the Nation's students;
- d) Emerging priorities identified jointly by the Parties.

20.6 All terms of the Agreement will continue in full force and effect until such time as a new Agreement is finalized, or this Agreement is otherwise replaced, renewed, or terminated by mutual written agreement of the Parties.

21. Notices

21.1 All formal notices under this agreement will be given in writing and directed to the designated representatives of McLeod Lake Indian Band and School District 57. Notices will be sent via email or postal mail.

22. General

22.1 This Agreement will be governed by, and construed in accordance with, the laws in force in the Province of British Columbia.

22.2 This Agreement will be to the benefit of, and binding upon, the Parties hereto and their respective successors and assigns.

22.3 This Agreement supersedes any and all previous local education agreements between the Parties.

22.4 The Parties acknowledge that:

- a) nothing in this Agreement, or in the negotiation of this Agreement, or in any prior document leading to this Agreement, in any way defines or amends, recognizes, affirms, or denies the existence of, or in any way 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 MCLEOD LAKE INDIAN BAND by its duly authorized Officers:

Name: Shelby Rocco
Title: Youth Councillor
Signature: S Rocco
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: 6/25/25

Secretary Treasurer: Lynda Minabatt
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 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 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.

This document establishes a comprehensive agreement that supports the educational needs and aspirations of McLeod Lake Indian Band students in collaboration with School District 57.