

LOCAL EDUCATION AGREEMENT 2020

Collaborating for the Future

The Blueberry River First Nations

and

School District No. 60

Where Together We Learn

On the Traditional Territory of the Dane Zaa



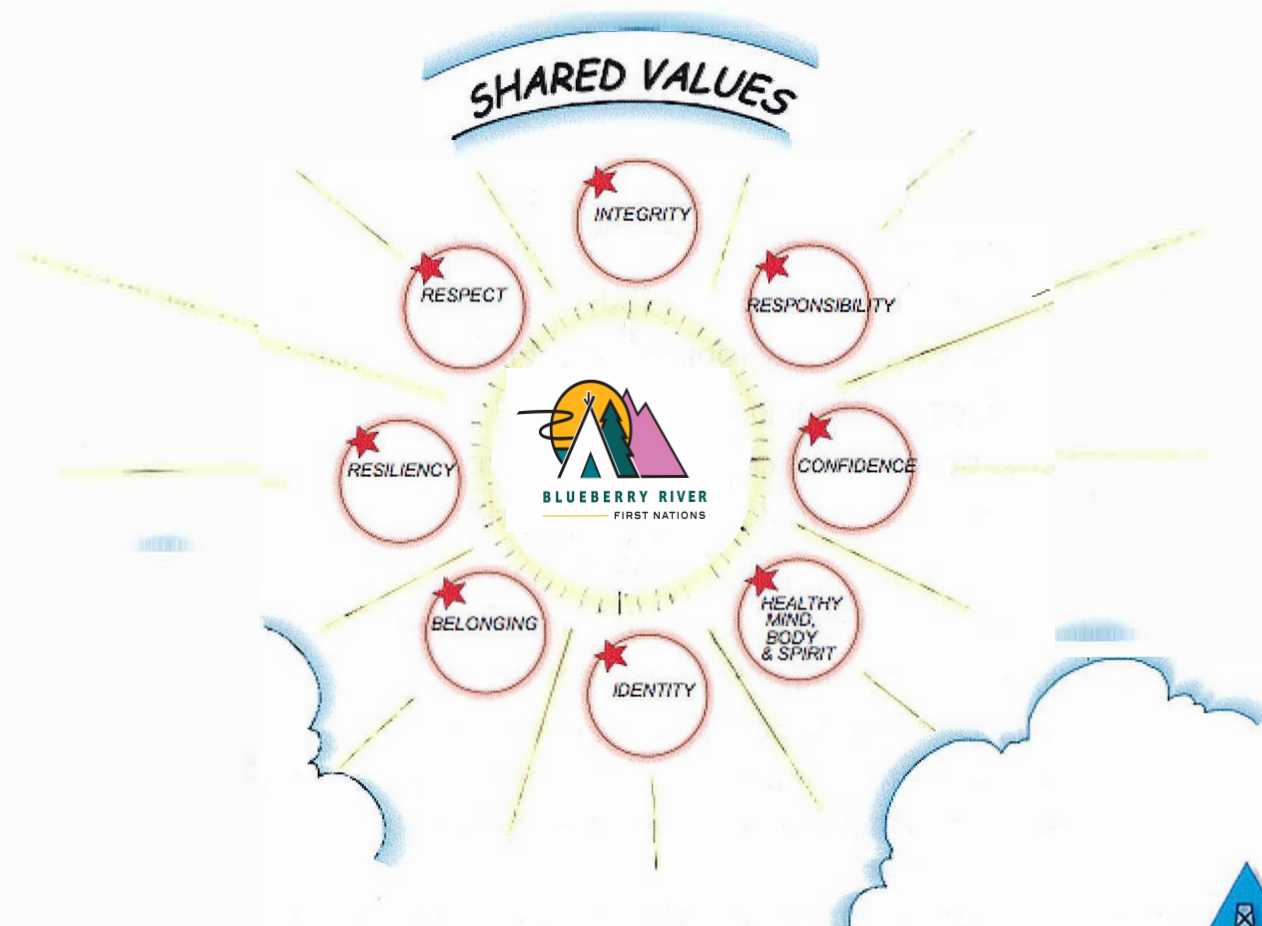
Je aa haanach'e

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

INTRODUCTION

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

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



**Blueberry River First Nations
AND
School District No. 60**



Local Education Agreement 2020

VISION

Working together, we will encourage students to strive for their highest potential. Our students from Blueberry River First Nations will graduate, happy, successful and proud in both worlds – Indigenous and Mainstream. Students will be grounded in their culture and confident in their identity, knowledge, skills and health, ready for post-secondary education, workplace training and employment.

MISSION

- ◆ Working collaboratively, we will endeavor to support students from the Blueberry River First Nations throughout their education to become happy, healthy, confident, engaged learners successful on their chosen path.
- ◆ We will create classroom environments that promote safe spaces for all children to belong, to be seen and to be heard.
- ◆ We will create opportunities for cultural teachings that encourage students to walk with pride and confidence in both worlds – Indigenous and mainstream.
- ◆ We will believe in each child’s potential for greatness, leading to graduation with the skills and knowledge that will enable:
 - ◆ acceptance to post secondary education
 - ◆ successful completion of workplace training and,
 - ◆ employment in fields where a healthy standard of living is attainable.
- ◆ As they leave our supported school system, students will understand their first steps toward independence as a healthy, competent, responsible, resilient young adult, excited about the future.

Blueberry River First Nations & School District 60 LEA 2020

What Success Looks Like

- ◆ Graduate with dignity & options
- ◆ Happiness
- ◆ Work with purpose toward goals throughout education
- ◆ Understand steps to becoming an independent young adult
- ◆ Good health: physical, mental, spiritual
- ◆ Understand how to access: post-secondary education, trades, employment
- ◆ Strong identity: value differences, everyone has special gifts, pride in achievements & history
- ◆ Confidence
- ◆ Resilience & persistence
- ◆ Walking in both worlds with confidence – Indigenous & Mainstream



Access to Quality Education

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

SHARED VALUES

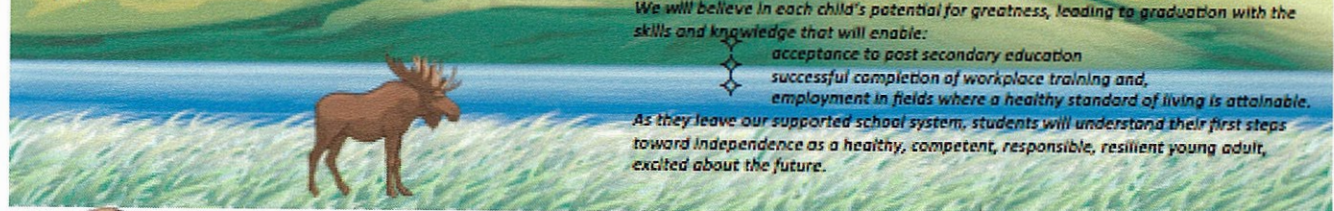
- Respect
- Integrity
- Responsibility
- Confidence
- Identity
- Resiliency
- Belonging



Healthy, Mind, Body & Spirit

VISION

Working together, we will encourage students to strive for their highest potential. Our students from Blueberry River First Nations will graduate, happy, successful and proud in both worlds – Indigenous and Mainstream. Students will be grounded in their culture and confident in their identity, knowledge, skills and health, ready for post-secondary education, workplace training and employment.



Collaborating & Communicating for the Future

- Open, respectful sharing of ideas and information to make educational decisions for our students.
- Regularly scheduled meetings at least 3 times per year, with a process for meeting more often should BRFN or SD60 wish to gather for discussion.
- Both parties recognize the importance of working together for the benefit of our children from the Blueberry River First Nations, so that they may reach their utmost potential throughout their educational journey



Charlie Yahey with Dreamer's Drum, 1968.

MISSION

Working collaboratively, we will endeavor to support students from the Blueberry River First Nations throughout their education to become happy, healthy, confident, engaged learners successful on their chosen path.

We will create classroom environments that promote safe spaces for all children to belong, to be seen and to be heard.

We will create opportunities for cultural teachings that encourage students to walk with pride and confidence in both worlds – Indigenous and mainstream.

We will believe in each child's potential for greatness, leading to graduation with the skills and knowledge that will enable:

- acceptance to post secondary education
- successful completion of workplace training and, employment in fields where a healthy standard of living is attainable.

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



Reconciliation

- Indigenous Education requires collaboration and cooperation to ensure that all First Nation Students are supported to achieve successful education outcomes.
- The gap in educational outcomes between First Nation Students and non-First Nation students is a persisting legacy of colonialism, and concerted efforts are required to eliminate this gap.
- Direct teaching of the Residential School experience will be taught in schools with age appropriate materials.
- Quality First Nations education includes standards, programs, services, school supports and investments that provide appropriate tools and resources aimed at achieving successful First Nation Student outcomes and achievements, while addressing their unique needs.



School District 60

- Ensure that Blueberry River First Nations Students have equitable access to educational programs in the School District, and to continue to strive towards high levels of First Nation Student success in educational programs.
- Continue to explore ways and means of including Indigenous language instruction in the school setting with the help and support of the Blueberry River First Nations community.
- Approve educational resource materials that promote an understanding of and appreciation for the history, language and culture of the Blueberry River First Nations people in British Columbia, including required curriculum on the residential school experience.
- Promote the offering of, and enrollment in, BC First Peoples 12, Indigenous Studies 12 and Learning from Our Elders 11&12.
- Ensure Schools support and encourage Blueberry River First Nations Students to participate in extracurricular and sports activities;
- Ensure teachers provide information to parents regarding their child's educational program.



Blueberry River FN

- Promote the active participation and involvement of parents and other community members of the First Nation in the education of their children.
- Encourage and support Blueberry River First Nations Students to participate in extracurricular and sports activities.
- Organize and host parent/guardian information sessions to explain various educational processes in School District No 60 so BRFN community members feel more comfortable visiting the school setting.
- Provide an opportunity for youth in the BRFN Community to gather to support one another in their future goals. Possibly establish a Youth Council.
- Provide knowledge and ideas to SD60 staff in the implementation of local Indigenous content into the curriculum, including language programs for Dane-zaa and Cree.



Our Dreams for the Children of the Blueberry River First Nations are:

Our children are able to be successful in both worlds – Indigenous and Mainstream so they can pass on their knowledge to the future generations. I want them to LIVE and be independent in every sense of the word.

~ Patsy Greyeyes, Blueberry River First Nations Education Manager

My dream for the children of our nation is to be successful in any chosen path they decide to go - to be mindful, respectful and honest. You are responsible for your destiny. At the end of the day - your path, your success, it's your responsibility to apply yourself if you want to go forward.

~ Sherry Dominic, Blueberry River First Nations Council Member

Education is important to BRFN of all ages. Education is a pillar to our nation in order to build a successful future. We will live longer, fuller, happier lives as a learned and knowledgeable nation.

~ Merli Guzman, Blueberry River First Nations Director of Operations

Our children will be one, not divided. They will be healthy and successful.

~ Tianna Yahey, Blueberry River First Nations Community Member

Our children will be overly successful and healthy.

~ Denell Greyeyes, Blueberry River First Nations Community Member

I want our children to believe in themselves, allow people, who care, to help you and understand that you have to apply yourself to actually get where you want to go. I want nothing but the best for the kids! Part of the reason I came to university was not only to better my education but to show my community and kids alike that it's very achievable.

~ Tichia Davis, Blueberry River First Nations Community Member

My dream for the children of our nation is that there will be more culture teachings involved with more community activities and less exposure to drugs and alcohol.

~ Remington Davis, Blueberry River First Nations Community Member

My dream for the children of our nation is that there will be more prosperity, cultural teachings, learning our way of life and more involvement in activities.

~ Charlie Yahey, Blueberry River First Community Member

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

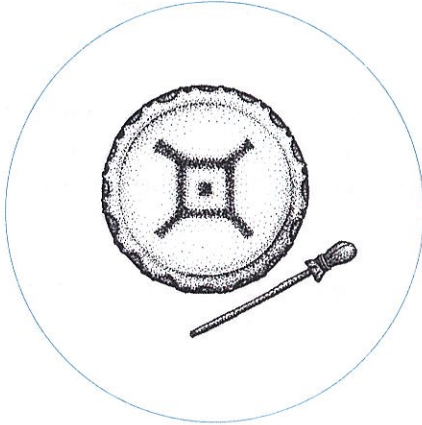
~ Pat Jansen, Principal of Indigenous Education

My wish for Blueberry River First Nations students is that they continue to affect change and transformation in the worlds they walk. Their voices are calling for the examination of attitudes, beliefs and practices within the education system, driving the complex work of educational transformation forward.

~ Carleen Andrews, Director of Instruction

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

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



***You are the author of your own
life story. You can start a new
chapter anytime you choose.
Each day is a different page.***

THIS AGREEMENT made and entered into this _____ day of _____, 20__ shall be effective from the 1st day of _____ 20__.

BETWEEN:

BLUEBERRY RIVER FIRST NATIONS, as represented by Chief and Council

AND:

THE BOARD OF EDUCATION OF

SCHOOL DISTRICT NO. 60 (PEACE RIVER NORTH)

WHEREAS

- A. On July 1, 2018, the Province of British Columbia, the Government of Canada and the First Nations Education Steering Committee entered into the BC Tripartite Education Agreement (“BCTEA”), agreeing to work together to make systemic shifts to support successful educational outcomes of all First Nation students, regardless of where they live or are enrolled in school in British Columbia, through the provision of high quality and culturally relevant elementary and secondary educational programs and services, and supported by funding that is responsive to unique needs of First Nation students, First Nation Schools and communities.
- B. The parties to the BCTEA recognize Local Education Agreements (“LEAs”) as an integral part of the delivery of education services to First Nation students attending BC Schools, as they are an important mechanism for building relationships between First Nation communities and boards of education and schools to support improved First Nation student outcomes.
- C. The Parties recognize that the signing of this Agreement is a step consistent with the Province of British Columbia's commitment to adopting and implementing the *United Nations Declaration on*

the Rights of Indigenous People (the "UN Declaration") and the Truth and Reconciliation Commission (the TRC) Calls to Action for reconciliation. In addition, the Parties agree that this approach intends to follow British Columbia's Draft Principles that Guide the Province of British Columbia's Relationship with Indigenous Peoples.

- D. The Board has the authority, under section 86 (3) of the *School Act*, to enter into agreements with a Council of a Band as defined in the federal *Indian Act*, RSC, c. I-5, or the council of an Indian band established by another Act of the government of Canada, with respect to the education of First Nations Students.
- E. The Blueberry River First Nations (BRFN), has the authority and responsibility for the education of BRFN Students and desires to ensure its members all have access to, and receive, quality education that is respectful and reflective of BRFN culture and history.
- F. The Parties agree that the principals, teachers and other staff in BC Public Schools have a central and important role to play in the provision of quality education programs and services and in the implementation and effectiveness of a LEA.
- G. The Parties wish to enter into this Agreement to set out the terms and conditions regarding the purchase of education services by BRFN from the Board for the BRFN students.

THEREFORE the Parties agree as follows:

1.0 PURPOSE AND DEFINITIONS

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

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

1.2 Unless otherwise defined in this Agreement, terms shall have the meaning set out in Appendix A to this Agreement.

2.0 GUIDING PRINCIPLES

- 2.1 The Parties will be guided by the following principles throughout the implantation of this Agreement:

First Nations' Central Role in First Nations Education

- a) Indigenous families and communities have the right to retain shared responsibility for the upbringing, training, education and well-being of their children, consistent with the rights of the child, and Indigenous peoples have the right to open and respectful communication with the school district for the educational benefit of their children.
- b) BRFN will encourage and help to advise and support schools and departments in offering opportunities for learning the languages of the territory and appropriate cultural methods of teaching and learning.
- c) BRFN will retain control of, and decision-making responsibility for the education of the children in its community and BRFN and the Board will foster open and good faith dialogue to identify areas of success and areas which may benefit from additional resources.
- d) BRFN has central role in the education of its students, regardless of where they attend school.

First Nation Students Access to Quality Education

- e) BRFN at all levels of education, must have access to educational opportunities that:
 - i. are structured to support the growth, safety and unique needs of each student;
 - ii. offer safe places within schools and classrooms that promote a sense of belonging and inclusion;
 - iii. offer multiple opportunities for communication among students so that BRFN students may develop an independent 'voice', be heard and be understood.
 - iv. make them feel welcome at Schools and related educational activities;
 - v. allow students to share their ideas and thought;
 - vi. ensure that they are confident in their self-identity, their families, their communities and traditional values, languages and cultures;
 - vii. support transitions at all levels of education, including:
 - i. entry to Kindergarten from the BRFN Community
 - ii. first time entry at any grade level from the BRFN Community
 - iii. transition from elementary school to middle school
 - iv. transition from middle school to secondary school; and
 - v. transition from secondary school to life after Grade 12 (utilizing programs/processes already in place - i.e. Learning Journeys, myBluePrint and Capstone Projects)
 - viii. give them the skills they need to thrive in contemporary society, including 21st century technological skills;
 - ix. prepare them to access any opportunities they choose for higher learning, employment and life choices; and

- x. support them to feel competent to 'walk in both worlds' with dignity and pride – Indigenous and Mainstream.

Reconciliation & Collaboration in First Nation Education

- f) First Nations education in British Columbia is highly complex, engaging federal, provincial and First Nation authorities, roles and responsibilities and, therefore, requiring collaboration and cooperation to ensure that all First Nation Students are supported to achieve successful education outcomes.
- g) The gap in educational outcomes between First Nation Students and non-First Nation students is a persisting legacy of colonialism, and concerted efforts and proactive measures are required to eliminate this gap and contribute to reconciliation in education.
- h) The Parties have a shared interest and priority in supporting excellence in First Nations education, including supporting BRFN 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.
- i) Strong, effective and inclusive educational systems provide a fundamental opportunity for building relationships and advancing reconciliation between the Crown and First Nations, as expressed in the TRC's Calls to Action and the UN Declaration.
- j) Quality First Nations education includes standards, programs, services, school supports and investments that provide appropriate tools and resources aimed at achieving successful First Nation Student outcomes and achievements, while addressing their unique needs.
- k) Curriculum, materials and resources will meaningfully reflect the First Nations' culture, values, language and traditions, as outlined in all curriculum materials in the revised BC Curriculum advised by the First Nations Education Steering Committee (FNESC).
- l) LEAs are an important mechanism to facilitate relationship-building, from negotiation to implementation.
- m) The standards set by the UN Declaration apply to First Nations education.
- n) The TRC's Calls to Action sets out a framework for reconciliation, including with regard to First Nations education, that must inform the relationships and collaboration between First Nations, the Province and boards of education.

Parental Choice

- o) Parents have the right to decide where their children will be enrolled to receive the benefit of an education program and the School District is dedicated to providing the best possible educational placement for BRFN Students.

First Nation Student Safety

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

Shared Accountability and Data-Sharing

- q) LEAs represent more than a mere financial transaction and serve as a core shared accountability mechanism for BRFN and the Board regarding First Nations Education in the District.
- r) Timely and relevant data is required to inform decision-making to support First Nation Students.

3.0 RESPONSIBILITIES & COMMITMENTS

3.1 The Board agrees to:

- a) Ensure that BRFN have equitable access to educational programs in the School District, and to continue to strive towards high levels of First Nation Student success in educational programs;
- b) Continue to explore ways and means of including Indigenous language instruction in the school setting with the help and support of the BRFN's community;
- c) Approve educational resource materials that promote an understanding of and appreciation for the history, language and culture of the BRFN's peoples in British Columbia, including required curriculum on the residential school experience;
- d) Promote the offering of, and enrollment in, BC First Peoples 12, Indigenous Studies 12 and Learning from Our Elders 11&12. It is understood that all English 10, 11 and 12 courses will include narrative, expository and poetry texts that present the Indigenous experience in and around the local areas in British Columbia to enable BRFN Students to see themselves reflected in the materials in their coursework;
- e) Promote the exploration, creation, offering of and enrollment in Indigenous language courses in line with the Ministry's mandate;
- f) Support principals and teachers in the effective delivery educational programs referred to in sections 3.1 (b), (c), and (d);
- g) Ensure Schools support and encourage BRFN Students to participate in extracurricular activities, including inter alia, sports;
- h) Ensure teachers provide information to Parents regarding their child's educational

program (e.g. course selection process, reporting periods, report cards, as required by the *School Act*);

- i) Communicate details of this Agreement, including its purpose, objectives and principles, with school personnel, in particular principals and teachers;
- j) Ensure the implementation of this agreement through all administration structures.
- k) Spend Targeted Aboriginal Education Funding on Indigenous Education Programs and Services identified through the direct involvement of BRFN representatives (including BRFN member(s) who sit on the Indigenous Education Council) working with School District personnel to support the success of BRFN Students; and
- l) Endeavor to find appropriate First Nations or Non-Indigenous mentors for BRFN Students who are enrolled in the Career Life Connections 12 course. The Board acknowledges that BRFN's Community is especially concerned with providing BRFN students with competencies, confidence and an understanding of the steps involved in applying to post-secondary education, completing safety and job training requirements and/or attaining employment in a field that embraces their passions, interests and talents.
- m) Abide by the following process if there is an issue with a BRFN student's placement:
 - a) The Parent or representative from the BRFN Community will contact the School District executive staff member responsible for Indigenous Education, to describe the issue and request a meeting.
 - b) A mutually convenient date and place will be set for a meeting to occur, with all parties bringing their thoughts and ideas to the table.
 - c) The Board will attempt to provide solutions to the placement situation and may be able to offer alternatives that the BRFN member may wish to consider.
 - d) The Board is committed to the understanding that sometimes alternative class and school placements may be required for the success of the child and will investigate all class availability in the current school and other schools, as requested.
- n) The District's executive staff member responsible for Indigenous Education will organize several informational meetings per year with BRFN's representative and leadership to share relevant data regarding academic achievement, attendance, and special education enrolment.
- o) The Board will consistently use the SD60 Assessment Dashboard to monitor the progress of all BRFN Students in an attempt to be proactive, both in celebrating successes and in intervening when there are struggles, issues or set-backs.

3.2 BRFN agrees to:

- a) Promote the active participation and involvement of Parents and other BRFN community members in the education of their children, including any available processes or forums in the School District (such as parent clubs and other committee processes) and School District or School activities;
- b) Encourage and support BRFN Students to participate in extracurricular and sports activities;
- c) Organize and host parent/guardian information sessions to explain various educational processes in School District No 60, to promote an understanding of the role parents and guardians play in the education of their children so BRFN community members feel more comfortable in their participation. BRFN will explore ways to encourage parent participation in informational sessions.
- d) Provide an opportunity for youth in the BRFN Community to gather to support one another in their future goals.
- e) Subject to capacity considerations and adequate oversight, BRFN may establish a Youth Council that could receive nominal funding to organize a homework club, language practice and/or information sessions on such topics as post-secondary education, safety training, personal safety, cultural studies, and other relevant information.
- f) Subject to receiving Tuition Funding from Indigenous Services Canada (ISC), pay the Board the Tuition Fees as agreed to and set out in this Agreement; and
- g) Endeavor to find appropriate First Nations or Non-Indigenous mentors for BRFN Students who are enrolled in the Career Life Connections 12 course to provide Students with competencies, confidence and an understanding of the steps involved in applying to post-secondary education, completing safety and job training requirements and/or attaining employment in a field that embraces their passions, interests and talents.

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

- a) Work with the BRFN, to develop and implement strategies to keep First Nation Students in school and maintain and implement an Attendance Protocol;
- b) In the case of an Early School Leaver, work with the BRFN to collaborate on a plan that best meets the educational needs for that First Nation Student;
- c) List all courses with Indigenous content in the course selection handbook in a manner that clearly indicates Indigenous Education so that any student wishing to enroll can easily

locate these courses;

- d) Promote and support First Nation cultural activities, such as Orange Shirt Day activities, in Schools within the School District;
- e) Promote and support effective professional development focused on local First Nations history, language and culture; and
- f) Work with BRFN, and the Indigenous Education Council where applicable, on how to effectively use the Targeted Aboriginal Education Funding.

3.4 Wherever this Agreement provides that a School, within School District 60, will perform any obligation under this Agreement, the Board will provide direction to the superintendent, principals, teachers, and other School staff as needed to fulfill that commitment.

4.0 EDUCATIONAL RESOURCES

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

- a) Introduce more culturally relevant educational resources and activities in all subject areas for all students, such as through Board/Authority Authorized Courses, and for events and ceremonies that takes place at a School; and
- b) Offer courses with appropriate, local Indigenous content and residential school curriculum;
- c) Develop and review curricular resources for Indigenous Education, through a District committee, which includes members of the local First Nations communities; and
- d) Collaborate with the SD60 Indigenous Education Center to support the services, resources, counseling, teaching and cultural development that personnel in this department are dedicated to undertaking for all First Nations Students, including those from BRFN.

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

4.3 The Parties will work in partnership to develop and implement a Beaver and Cree language program, respectful of the dialect spoken by BRFN Elders.

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

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

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

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

- a) BRFN retains any intellectual property and copyrights of any curriculum content developed in collaboration or cooperation with BRFN regarding their BRFN's languages, cultural heritage, traditional knowledge and traditional cultural expressions;
- b) The Board may use of such BRFN owned information solely for instructional purposes at a local level and for the District's staff's professional development purposes; and
- c) any other proposed or intended use requires written consent from BRFN.

5.0 DOGWOOD GRADUATION

- 5.1 The District and the BRFN will encourage and support each and every First Nation Student who is capable of achieving the Dogwood Diploma to pursue that graduation credential.
- 5.2 For greater clarity, the District, will ensure the intentional or unintentional streaming or marginalization of BRFN Students is not tolerated and that each and every capable BRFN Student is placed in an educational program that leads to graduation with a Dogwood Diploma and a full range of opportunities, such as training, post-secondary education and employment.
- 5.3 The School District (North Peace Secondary, Prespatou School, Northern BC Distance Education School and Hudson's Hope School) and the First Nation will ensure BRFN Students and their Parents are provided with information about the implications of a Dogwood Diploma, as compared with the Adult Dogwood Diploma and other school leaving certificates, to support informed decision-making by those First Nation Students and Parents.
- 5.4 The School District will ensure there is appropriate and timely (i.e. early) counselling support for career and post-secondary education planning available to First Nation Students.
- 5.5 BRFN will ensure career, post-secondary education and training materials, pamphlets and course catalogues are available for students onsite at the BRFN Education Centre.
- 5.6 The School District will ensure its high schools provide career interest surveys, post-secondary catalogues and pamphlets, and trades training information to all Indigenous Support Rooms and Counselling Centers.

SPECIAL EDUCATION CONSIDERATION

Note: All points described under Special Education sections 6.0, 6.1, 6.2, 6.3, 7.0, 7.1, 7.2, 8.0,

8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7, 8.8, 8.9, and 8.10 are considered 'best practice' in School District No. 60 and are mandated for *all* students, including First Nations students.

6.0 IDENTIFICATION OF FIRST NATION STUDENTS REQUIRING SPECIAL EDUCATION ASSESSMENT

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

7.0 SPECIAL EDUCATION ASSESSMENT AND PLACEMENT

- 7.1 The Parties agree that special education assessment and placement of, or timetable changes or new timetables for, Blueberry River First Nations Students will follow the School District referral process, and the Ministry of Education, Special Education Services: A Manual of Policies, Procedures and Guidelines, as amended from time to time.
- 7.2 For greater clarity:
- a) prior to the placement of a BRFN Student in a special education program, an assessment must be completed, with parental consent, that identifies the First Nation Student as requiring supports and services. Depending on the program, this assessment may be a psycho-educational assessment, a mental health assessment, or a behaviour observation or inventory and should include an academic baseline achievement assessment;
 - b) prior to diversion of a BRFN Student to an Evergreen Certificate path, a psychoeducational assessment must be completed, with parental consent, and must identify the First Nation Student as having an intellectual disability; and
 - c) the results of the assessment must be provided to and discussed with the Parent of that BRFN Student, the school-based team, and BRFN support staff as may be designated by the First Nation Student's Parent.

8.0 SPECIAL EDUCATION PROGRAMMING

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

educational program;

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

- 8.9 For greater certainty, the Parties agree that an IEP will only be put in place under sections 8.1 and 8.2 and it will only be updated, revised or concluded under section 8.8 where the prior Informed Consent of the parent has been obtained.
- 8.10 The Parties agree that, in the case of all special education categories that are consistent, individual education plans for BRFN Students with special needs will be recognized and used as part of the planning process when those BRFN Students transition between First Nations schools and non-First Nation schools.

9.0 VULNERABLE STUDENT PLACEMENT

- 9.1 The School District will ensure that Schools work with parents and BRFN to identify Vulnerable students and, where identification of a BRFN Student as a Vulnerable student is supported by evidence and demonstrated need, that an Individual Learning Plan (ILP) will be created with parental involvement, and regularly reviewed, for that First Nation Student.

10.0 CHILDREN IN CARE

- 10.1 The School District will ensure appropriate learning plans and supports are identified and provided for children in care.
- 10.2 The Board will ensure appropriate staff are designated to be responsible for maintaining communications with BRFN regarding children in care who are First Nation Students.
- 10.3 The Parties will make best efforts to work with supporting agencies to ensure appropriate supports are implemented to assist BRFN Students who are children in care.

11.0 STUDENT CONDUCT & SAFETY

- 11.1 The Parties will confirm policies, practices and other appropriate measures to create a safe learning environment, including safety from racism (students and staff), discrimination, indifference, bias, marginalization, bullying and stereotyping for all students attending the Schools.
- 11.2 The Parties have agreed to the continued use of the Band Consent Form. By signing this form, parents and guardians allow the sharing of data among members of a child's support team. This data is related to the achievement of their child in the school system and will be used as a proactive measure, in the positive support of the child in SD60 Schools. With written consent of BRFN students' Parent/Guardian, the School District will notify BRFN of disciplinary action and potential escalation of disciplinary action in relation to that First Nation student.

11.3 The School District will create and provide a monthly attendance report for the BRFN Education Manager so that they may provide support and encouragement to struggling students in a timely manner.

11.4 The Board will direct Schools to take a team approach with BRFN Education representatives when dealing with general disciplinary issues involving First Nation Students, which may include parents or guardians, representatives from BRFN, Indigenous Support Workers, or personnel from the Indigenous Education Center.

12.0 CULTURAL AWARENESS & HIRING IN THE SCHOOL DISTRICT

12.1 The Board, in cooperation with BRFN, agrees to promote a greater awareness and inclusion of and respect by all School District staff and contractors for BRFN's unique languages, culture and history through its policies, practices, plans, curriculum and instruction.

12.2 As per the BC Tripartite Education Agreement (BCTEA), at least one non-instructional day per year will be focused on enhancing First Nations Students outcomes commencing in the 2019/20 School Year.

12.3 The Board will seek meaningful consultation from BRFN (as related to their representative who sits on the Indigenous Education Council) regarding attributes and qualifications for personnel in positions that have a significant impact on the First Nation Students.

13.0 TRANSPORTATION

13.1 In order to access First Nations Transportation Fund, the Parties will identify First Nations Students' transportation needs and jointly develop and submit annually to the tripartite First Nation Student Transportation Committee (as established under the BCTEA) a joint plan (the "Joint First Nation Student Transportation Plan") setting out how the Parties will ensure First Nations Students have reliable and safe transportation services to the relevant School, including contingency measures for unexpected circumstances.

13.2 The Board agrees that, once transportation services are implemented pursuant to an approved Joint BRFN Student Transportation Plan with BRFN, the Board will not make changes to those services without written agreement of BRFN.

13.3 As per Schedule G of BCTEA, in the event that the Parties determine they need to revise their Joint First Nation Student Transportation Plan, and that the revisions require further funding, they may submit a revised plan to tripartite First Nations Student Transportation Committee.

13.4 Where the Parties make amendments to their Joint First Nation Student Transportation Plan, or agree to changes in transportation services, they will ensure that Parents receive notice within a reasonable time in order to respond to any such changes.

13.5 The Board agrees that First Nation Students will not be penalized and will be supported in the event of absences or late arrivals due to transportation challenges.

14.0 REPORTING

14.1 Periodic reports:

- a) At least three times each School Year (unless otherwise set out below), the School District will provide to BRFN, at the request of BRFN of within a prescribed period agreed to by the Parties, with reports to include the following information:
 - i) the number of First Nation Students enrolled in alternate programs, secondary courses and ungraded programs;
 - ii) a summary of the number and nature of First Nation Students with IEPs placed in Modified or adapted programs;
 - iii) the number of Early School Leavers and information on supports implemented to prevent early leaving;
 - iv) the number of expulsions of First Nation Students and information on supports implemented to prevent expulsion;
 - v) school attendance (monthly as per BRFN request); and
 - vi) literacy and numeracy achievement of BRFN Students.

(each a "Periodic Report").

14.2 Annual Report:

- a) Once per year, the Board will produce and provide to the First Nation an annual report outlining the provision of educational programs to First Nations Students under this Agreement including the content in the Periodic Report, as well as:
 - i) financial reports related to this Agreement, which are prepared by the Board in the regular course of its operation and which include a copy of the audited financial statements;
 - ii) a complete financial report on the Targeted Aboriginal Education Funding, Additional Funding and Special Education Funding, including ELL, which includes:
 - a. the number of staff employed using Targeted Aboriginal Education Funding, Additional Funding and Special Education Funding and designated to work

with First Nation Students;

- b. the proportion of the staff's time spent working directly with First Nation Students; and
- c. the staff's duties and responsibilities; and

iii) measures of success of First Nation Students through aggregate results for achievement including but not limited to the following:

1. attendance rates;
2. percentage of students who are on track or excelling at reading, writing and numeracy in grades 4 and 7 in the Foundations Skills Assessment;
3. participation rates for the Foundations Skills Assessments;
4. grade to grade transition rates;
5. student retention rates;
6. graduation and six-year graduation rates;
7. proportion of students awarded a BC School Completion Certificate;
8. Six-year completion (graduation) rate for students in an alternate program;
9. grades 10 to 12 math course participation rates;
10. number of First Nation Students eligible to move on to post-secondary education.

14.3 The Board and BRFN will share two Nominal Roll student counts (September 30 & February 28) with the Ministry each School Year. The Board and BRFN will meet the week before the September 30 submission deadline to cross reference student enrollment lists.

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

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

14.6 BRFN may initiate the implementation of any formalized option agreed upon by FNEC and British Columbia, which may include an Information Sharing Protocol between the Board and the First Nation, to facilitate the provision and use of available First Nation student-specific data. SD60's Indigenous Education Centre has developed a release of information form to be used in such event.

15.0 COMMUNICATION

15.1 The Parties recognize the need for excellent communication and will establish agreed upon

means for the successful and effective implementation of this Agreement, which may include, but not be limited to, regularized meetings and contact through newsletters and other correspondence, as appropriate.

- 15.2 The Parties recognize the need for effective and ongoing communication with Parents in the support of their child's successful education experience, and the Parties will advise Parents of opportunities for input and involvement in their child's education, such as course selection dates, reporting periods, parent-teacher interviews, application deadlines and procedures for post-secondary education, etc.
- 15.3 The Parties will encourage functions and meetings, such as parent-teacher interviews, to be held in the community.

16.0 TUITION PAYMENT

- 16.1 For eligible First Nation Students on the Nominal Roll attending Schools operated by the Board on September 30th, and for whom BRFN has received Tuition Funding from ISC, BRFN will pay to the Board the Tuition Fees amount in accordance with this section 16.0 of this Agreement.
- 16.2 The Board will not charge BRFN a greater amount for the First Nation Students attending a School within the School District than the First Nation Student Rate (as it pertains to tuition). The Tuition Fees will not exceed the Tuition Funding.
- 16.3 For greater certainty, the Parties agree that BRFN is responsible only for Tuition Funding received from ISC for the Tuition Fees of the BRFN's Students according to the approved First Nations Student Rate and approved Nominal Roll. Unless otherwise agreed, the First Nation will not be responsible for paying any amounts for which it does not receive funding from ISC, or which exceeds the First Nation Student Rate.
- 16.4 The Parties agree that the September 30th Nominal Roll enrolment will be verified by:
 - a) BRFN's designate from time to time; and
 - b) the Secretary-Treasurer of the Board.
- 16.5 The Parties agree that Tuition Fees payable for each School Year shall be paid by BRFN to the Board according to the following schedule and based upon the September 30th Nominal Roll figures:
 - a) 70% or based on the previous year's eligible Tuition Fees and Nominal Roll on or before December 15;
 - b) 30% of the current year's eligible Tuition Fees less (or, in addition to) the difference between the previous and current year's eligible Tuition Fees on or before March 31;

- c) All payments set out in paragraphs a) and b) above are subject to a year-end reconciliation by June 30 of each School Year.

16.6 In the event of a School closure due to a labour dispute, the Tuition Fees will be equitably adjusted by the agreement of the Parties and returned to BRFN for the benefit of BRFN's students in the same manner as occurs with the Ministry.

16.7 The Parties agree that additional services or programs not contemplated by this Agreement may be provided by the Board through agreement by the Parties on the terms and costs for such service(s) and/or program(s).

16.8 Where ISC is late in providing Tuition Funding to BRFN,

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

17.0 IMPLEMENTATION, MONITORING, REVIEW: LEA OVERSIGHT TEAM

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

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

- a) the membership of the LEA Oversight Team;
- b) the roles and responsibilities of the LEA Oversight Team (e.g. managing the implementation of this Agreement, including delegating tasks as appropriate);
- c) a requirement that the LEA Oversight Team develop and finalize an implementation plan for approval by the Parties within a specified timeframe and which, upon approval, will be appended to this Agreement;
- d) the relationship of the LEA Oversight Team with the Indigenous Education Council; and

18.0 DISPUTE RESOLUTION

18.1 If there is a dispute between the Parties with respect to any matter arising from this Agreement or relating to the interpretation and application of this Agreement, the Parties agree to use their best efforts to resolve such disputes in a reasonable and timely manner and in good

faith.

- 18.2 Where there is a dispute between the Parties, the Parties agree they will attempt to use any and all face-to-face means to resolve the dispute at the point closest to which the dispute first arises before referring the dispute to senior level representatives.
- 18.3 The Parties agree to endeavour to resolve issues or disputes that may arise about this Agreement, or its implementation, in a manner that fosters an improved, ongoing and respectful relationship between the Board and the First Nation.

19.0 TERM & AMENDMENT

19.1 The term of this Agreement will be ____ years, beginning July 1, 20__ and ending June 30, 20__, unless the Parties agree, in writing, to:

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

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

20.0 NOTICES

20.1 Any notice, claim, consent, waiver, statement, or other documents or payment that either party may require or may desire to give, may be transmitted by mail, fax or personal delivery and will be conclusively deemed validly given or delivered or received by the addressee, if delivered personally on the date of delivery or, if mailed on the fifth business day after the mailing of the same in Canada by registered mail addressed or, if faxed with accompanying confirmation of completed transmission:

If to the First Nation:
Blueberry River First Nations
PO Box 3009
Buick, British Columbia, V0C2R0

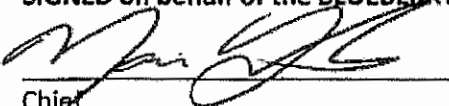
If to the Board:
The Secretary-Treasurer
School District 60
10112 – 105 Avenue
Fort St John, British Columbia, V1J4S4

21.0 GENERAL

- 21.1 This Agreement will be governed by, and construed in accordance with, the laws in force in the Province of British Columbia.
- 21.2 This Agreement will be to the benefit of, and binding upon, the Parties hereto and their respective successors and assigns.
- 21.3 This Agreement supersedes any and all previous local education agreements between the Parties
- 21.4 Neither Party will assign this Agreement unless the other Party consents to such assignment in writing
- 21.5 The Parties acknowledge that:
 - a) nothing in this Agreement, or in the negotiation of this Agreement, or in any prior document leading to this Agreement, in any way defines or amends, recognizes, affirms, or denies the existence of, or in any way limits Aboriginal or treaty rights of BRFN; and
 - b) this Agreement is without prejudice to the rights of the Parties and BRFN with respect to such matters.


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

SIGNED on behalf of the BLUEBERRY RIVER FIRST NATION by its duly authorized Officers



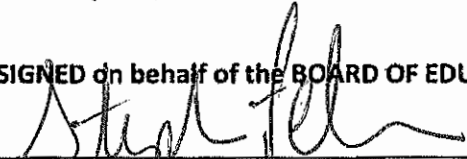
Chief

in the presence of:

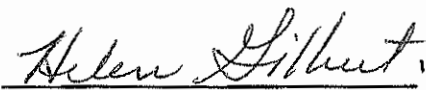


Witness **PATRICIA GRECKY SS.**

SIGNED on behalf of the BOARD OF EDUCATION



Witness



Chairperson – Board of Trustees



Secretary Treasurer SD #60

APPENDIX A: DEFINITIONS

1.0 DEFINITIONS

The following definitions apply to the Agreement:

“Aboriginal Education Council” means a council established by a board of education or school district, comprised primarily of representatives from First Nations within the school district, to provide advice to improve outcomes for Aboriginal students.

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

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

“Assessment Dashboard” means periodic and cumulative electronic assessment records of a student’s progress throughout a School Year and includes, without limitation, information with respect to a students’ literacy levels, numeracy achievement, grades, attendance and behaviour infractions.

“Attendance Protocol” means an attendance procedure carried out at the schools in the District, which outlines the recording of attendance of students and the approach to excused and unexcused absences with the overall purpose of encouraging strong attendance necessary for success in schools.

“BC Public School” or “BC Public Schools” means all public schools in British Columbia providing kindergarten to grade 12 education, but does not include BC Independent Schools or First Nation Schools.

“Board” meant the Board of Trustees for the District established pursuant to the School Act.

“Board/Authority Authorized Courses” are courses offered by BC Public Schools to respond to the local needs of the schools and their communities while providing choice and flexibility for students, according to requirements set by the Ministry of Education.

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

“BRFN Student” means a BRFN member who is a student and who is ordinarily resident on a reserve of BRFN in British Columbia and is eligible to be on the Nominal Roll.

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

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

“Early Leaver Prevention Plan” means a plan of student supports, services or accommodations developed and implemented, where parental consent has been provided, in a manner consistent with the Attendance Protocol and with the purpose of re-engaging the First Nation Student and re-establishing strong attendance. The Plan applies where a First Nation Student misses more than 10% of scheduled classes in a month and will address academic, behavioural, attendance and any other relevant issues and will include interventions to be undertaken by the school, First Nation and parents.

“Early School Leavers” means:

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

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

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

“First Nation Student” means a student who is ordinarily resident on a reserve of a First Nation in British Columbia and is eligible to be on the Nominal Roll and, where applicable or where the context requires, refers to a BRFN Student

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

“Indigenous Services, ISC” means the federal department of Indigenous Services as may be rebranded

from time to time.

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

“ILP or Individual Learning Plan” is an education plan developed by the school-based team for a student who does *not* meet the criteria for an IEP but is considered to be a Vulnerable Student.

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

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

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

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

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

“Modifications” means instructional and assessment-related decisions made to accommodate a student’s educational needs that consist of individualized learning goals and outcomes which are different than learning outcomes of a course or subject. Modifications should be considered for those students whose special needs are such that they are unable to access the curriculum (i.e., students with limited awareness of their surroundings, students with fragile mental/physical health, students medically and cognitively/multiply challenged.)

“Nominal Roll” means the annual census of students who ordinarily reside on reserve and attend elementary or secondary school as of September 30.

“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 to ordinarily reside on-reserve if they return to live on reserve with their Parent(s) during the School Year, even if they live elsewhere while attending school or working at a summer job.

“Parties” means BRFN and SD60.

“Parent” means, with respect of a student:

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

“reserve” means (i) any tract of land, the legal title to which is vested in Her Majesty the Queen in Right of Canada for the use and benefit of a First Nation; and (ii) all other Crown lands which are recognized by Canada as settlement lands of a First Nation of which the student is a resident.

“School” or Schools” means and includes any school operated by the Board.

“School Act” means the British Columbia *School Act*, RSBC 1996, Chapter 412.

“School District” or “District” means the area constituted under the *School Act* as School District #60, as represented by the Board.

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

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

“Targeted Aboriginal Education Funding” means the funding provided to the School District by the Ministry targeted for school age students of Aboriginal ancestry participating in Aboriginal education programs and services offered by Schools, which must be spent on the provision of these programs and services.

“Tuition Fees” means fees per First Nation Student which BRFN pays to the Board for the purchase of education services, including any mandatory School fees, for students in the School District at the rate set out by the Ministry of Education in its fiscal framework for a given School Year.

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

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

“We” means both Blueberry River First Nations Community and School District No. 60 Board and Staff.

