



LOCAL EDUCATION AGREEMENT (the "Agreement"), July 1st, 2020

BETWEEN:

THE LYTTON FIRST NATION

AND

**THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 74 (GOLD TRAIL)**

LOCAL EDUCATION AGREEMENT

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LOCAL EDUCATION AGREEMENT, dated July 1st, 2020. (the "Agreement")

BETWEEN:

The Lytton First Nation
(the "First Nation")

AND

**The Board of Education of
School District No. 74 (Gold Trail)**
(the "Board")

(together the "Parties")

BACKGROUND:

- A. The Parties recognize that the signing of this Local Education 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"), in particular to Article 14 respecting education that provides:
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.
- B. The First Nation, as part of the Nlaka'pamux Nation, pursuant to its inherent jurisdiction over educational matters, has the authority and responsibility for the education of its members and desires to ensure its LFN Students have access to and receive quality education that is respectful and reflective of their unique culture, Nlaka'pamuxcin and history.
- C. The First Nation has the authority to enter into an education agreement with the Board with respect to the education of LFN Students.
- D. The Board has the authority under section 86 (3) of the *School Act* of British Columbia to enter into an education agreement with the First Nation with respect to the education of LFN Students attending public Schools.

- E. The First Nation recognizes that the Board is the provincially legislated authority for the governance and operation of public Schools, public school personnel and attending students.
- F. The Parties recognize that an education agreement will provide the First Nation with greater participation in and control of the First Nation's education as contemplated by section 86(3)(a) of the *School Act* of British Columbia.
- G. The Parties wish to provide educational Programs for LFN Students resident within the School District which are appropriate to their Nlaka'pamux culture and Nlaka'pamuxcin, and a continuing source of pride for the First Nation and the School District.
- H. The Parties agree that the principals, teachers and support staff of public Schools have a central and important role to play in the provision of quality education Programs and services for LFN Students and in the implementation and effectiveness of this Agreement.
- I. The Parties wish to enter into this Agreement to set out the terms and conditions regarding the payment of Tuition Funding from LFN for the provision of education services from the Board for LFN Students.
- J. This Agreement provides the details of a joint education partnership between the First Nation and the Board which the First Nation believes will meet the educational needs of their LFN Students, and which the Board believes will educationally challenge students to be the best they can be within an education context that includes and reflects the culture and history of the Nlaka'pamux people.

THEREFORE the Parties agree as follows:

1.0 DEFINITIONS

For the purpose of this Agreement, the following definitions apply:

Aboriginal Student Support Worker or ASSW: means an Aboriginal Student Support Worker employed by the School District to provide support to Aboriginal students.

Advocate: means a person identified to represent the best interests of a student and/or the Parents of a student on matters related to the student's education.

Block Grant: means the funding per student received by the Board from the Lytton First Nation for the education of LFN Students attending Schools in School District No. 74 at the rate set out by the Ministry of Education in its funding allocation system for a given School Year.

Board: means the Board of Education, School District No. 74 (Gold Trail).

Education Manager: means the Education Manager of the Lytton First Nation.

Education Program: means an organized set of learning activities that, in the opinion of the First Nation and the Board, is designed to enable learners to develop their individual potential and acquire the knowledge, skills and attitudes needed to achieve a quality academic and culturally relevant education.

Evergreen (School Completion) Certificate: means a school completion certificate intended to celebrate success in learning that is not recognized in a Certificate of Graduation (Academic 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. The Evergreen Certificate is not a graduation credential, but represents the completion of personal learning goals set out in an Individual Learning Plan approved by a Parent or Guardian.

First Nation: means the Lytton First Nation as defined in the *Indian Act* (Canada) as represented by the Chief and Council.

First Nation Education: means the educational Programs and services which are culturally relevant to First Nation Students including the Nlaka'pamuxcin, Nlaka'pamux culture and history, and curriculum development.

First Nation School: means a school that is established by the Lytton First Nation to provide education to students enrolled in Kindergarten through grade 12.

First Nation Student Rate: means the education costs for a First Nation Student, including a LFN Student, attending a BC Public School in a School District, as calculated annually by the Ministry in consultation with FNEC and ISC.

Indigenous: means First Nations, Métis, and Inuit peoples of Canada.

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

Individual Learning Plan (ILP): means an education plan developed by the School-based team for a LFN Student who does not meet the criteria for an IEP but is considered to be a Vulnerable Student or child in care.

ISC: means Indigenous Services Canada or successor federal Department.

Informed Consent: means a Parent/guardian understanding of the process of assessment and subsequent placement of a student and the purpose of a referral to the Education Manager.

Knowledge Keepers: means LFN members or other Indigenous people from the Lytton area community with traditional knowledge.

LEA: means this Local Education Agreement (the “Agreement”).

Lytton First Nation Education Committee or LFNEC: means the Education Committee established by the Lytton First Nation to implement and monitor the effectiveness of this Agreement.

LFN: means the Lytton First Nation.

LFN Student: means a student who is a member of the Lytton First Nation, has Indian-Status as defined by the *Indian Act*, who is ordinarily resident on a Reserve and is eligible to be on the Nominal Roll.

Ministry: means the Ministry of Education.

Nlaka’pamux: means the Indigenous people of Nlaka’pamux ancestry who use and occupy Nlaka’pamux traditional territory of which the Lytton First Nation is one of the member communities of the Nlaka’pamux Nation.

Nlaka’pamuxcin: means the ancestral language of the Nlaka’pamux Nation.

Nominal Roll: means the list of First Nation Students residing on reserve enrolled in an Education Program in School District No.74 as of September 30th.

OCAP Principles: means Ownership, Control, Access, and Possession rights of all LFN cultural and Nlaka’pamuxcin resources.

Parent/Guardian: means a student’s natural parent, legal guardian, a designate, Advocate, or care-giver.

Part Time Equivalent: means a student who attends an educational program on a part-time basis as defined by the Nominal Roll.

Programs: means an educational program that is defined by the “*School Act*” or other programs established under the *School Act* during the term of this Agreement.

School District: means the area constituted under the *School Act* as School District #74 (Gold Trail).

School: means a school in School District #74 attended by a LFN Student.

School Year: means a 12-month period commencing on July 1 and ending on June 30 of the following calendar year.

Targeted Aboriginal Education Funds: means funding transferred to the School District to support the development and delivery of Aboriginal Education Programs and services that integrate academic achievement and Nlaka’pamux culture and Nlaka’pamuxcin into core programming for the benefit of LFN Students.

Tuition Fees: means the amount of funding (as determined by the Ministry of Education, for the current School Year) provided to School District #74 (Gold Trail) by the First Nation and approved by the ISC that is intended specifically to fund Programs for LFN Students including any mandatory School Fees.

UNDRIP: means the *United Nations Declaration on the Rights of Indigenous Peoples*.

Vulnerable: means a student who may be facing barriers to success, who may be at risk in terms of academic achievement or social functioning, and may include barriers such as absenteeism, or health, mental, or physical difficulties.

2.0 PURPOSE

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

- a) Confirm the mutual commitment of the First Nation and Board, and acknowledge the important role of Schools, to:
 - i) maintain a positive, effective, collaborative and constructive relationship to improve the educational outcomes of LFN Students; and
 - ii) achieve high levels of LFN Student success, graduation, and transition to post-secondary education and training or employment;
- b) Set out the roles and responsibilities of the First Nation, the Board, and Schools to meet the purposes and objectives of this Agreement;
- c) Provide for the payment of Tuition Funding from the First Nation for the provision of education services from the Board for LFN Students; and
- d) Serve as a core shared accountability mechanism for both the First Nation and the Board regarding the education of LFN Students in the School District.

3.0 GUIDING PRINCIPLES

3.1 The Parties will be guided by the following principles:

Parental Choice

- a) Parents have the right to decide where their children will be enrolled to receive the benefit of an Education Program and when required, to identify an Advocate to work with the School on behalf of their child.

First Nations' Central Role in First Nations Education

- b) First Nation families and communities have the right to retain shared responsibility for the upbringing, training, education and well-being of their children, consistent
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with the rights of the child.

- c) First Nation 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.
- d) First Nations have control of, and decision-making responsibility for, First Nations education.
- e) First Nations have a central role in the education of their students, regardless of where they attend school.

First Nation Students Access to Quality Education

- f) LFN Students must have access to educational opportunities that:
 - i. ensure that they are confident in their self-identity, their families, their community and Nlaka'pamux culture, traditional values, and Nlaka'pamuxcin;
 - ii. give them the skills they need to thrive in contemporary society, including 21st century technological skills; and
 - iii. prepare them to access any opportunities they choose for higher learning, employment and life choices.
- g) LFN Students have a right to feel safe at school, including safety from racism, indifference, bias, marginalization, bullying, harassment and stereotyping.

Collaboration in First Nation Education

- h) First Nations education 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.
- i) Local Education Agreements are an important mechanism to facilitate relationship-building between First Nations and School Districts, from negotiation through to ongoing implementation.
- j) Local Education Agreements serve as a core shared accountability mechanism for both First Nations and Boards of Education regarding First Nations education in the BC Public Schools.

Curriculum

- k) The Parties have a shared interest and priority in supporting excellence in First Nations education, including supporting LFN Students to fulfil their educational potential by having access to and receiving quality education that is respectful and
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reflective of their unique culture and history.

- l) Curriculum, materials and resources must meaningfully reflect the First Nations' culture, values, language and traditions, as approved and determined by the First Nation.
- m) 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.

Reconciliation

- n) The gap in educational outcomes between LFN 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.
- o) 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 *United Nations Declaration on the Rights of Indigenous Peoples*.
- p) The principles set by the *United Nations Declaration on the Rights of Indigenous Peoples* apply to First Nations education.
- q) The Truth and Reconciliation Commission's Calls to Action set out a framework for reconciliation, including with regard to First Nations education, that must inform the relationships and collaboration between First Nations, the Province and boards of education.

Respect for Nlaka'pamux Culture and Traditions

- r) The Parties wish to recognize that a Local Education Agreement will afford the First Nation the opportunity for jurisdiction and greater participation and influence over the education of LFN Students in accordance with any applicable Federal or Provincial legislation recognizing the First Nations' jurisdiction over education.
 - s) Principles stated here reinforce the importance of the First Nation's culture and language in the education of LFN students. Principles governing accountability have been added.
 - t) LFN Students have a right to quality education within a safe environment that meets individual needs, and respects and complements Nlaka'pamux culture and traditions shared by the Knowledge Keepers.
 - u) Board policies and regulations will be respectful of the cultural goals, values, language and traditions of the First Nation. The Board policy may include
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participation of representatives of the First Nation on the District's Policy Committee as set out in the following link: <http://www.Sd74.bc.ca/Policy>.

- v) Maximizing the educational opportunities and benefits and promoting success for LFN Students will occur through regular and ongoing engagement between the Board, the First Nation, and Schools. Particularly with Parents, Elders, and other community members, plus educational stakeholder groups within the School District, including teachers, administrators and support staff.
- w) The curriculum of the Schools will include Nlaka'pamux culture and traditions, and Nlaka'pamuxcin language programming will be designed to enhance the learning experience of all students.

Data-Sharing

- x) Timely and relevant data is required to inform decision-making of the Board and the First Nations to support LFN Students.

4.0 RESPONSIBILITIES AND COMMITMENTS

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

- a) Ensure that LFN Students have equitable access to educational Programs in accordance with the *School Act* and *Regulations* and *Orders*, including Nlaka'pamux culture and Nlaka'pamuxcin language instruction within School District #74, and to continue to strive toward high levels of LFN Student success in all educational Programs;
- b) Ensure capable LFN Student are placed in an educational program that leads to Academic Dogwood Diploma Graduation eligibility and a full range of opportunities, such as training, post-secondary education and employment, and that the intentional or unintentional streaming or marginalization of LFN Students (e.g. to ungraded sources) will not be tolerated;
- c) Work diligently to assess the educational needs of all LFN Students with the First Nation and their families and arrange the delivery of services that will meet their needs;
- d) Ensure that LFN Students feel included and safe at school, including safety from racism, indifference, bias, marginalization, bullying and stereotyping, which should be supported by a co-developed Code of Conduct;
- e) Work with the First Nation, to develop and implement strategies to keep LFN Students in school and maintain and implement an attendance protocol;
- f) In the case of an early school leaver, work with the First Nation to collaborate on a plan that best meets the educational needs for that LFN Student;

- g) List courses which offer specific First Nations and Nlaka'pamuxcin content, including locally developed Board and LFN authorized curriculum in the course selection handbook;
- h) Promote and support First Nation cultural activities, including National Aboriginal Day (June 21) activities;
- i) Promote and support effective professional development focused on Nlaka'pamux history, culture and Nlaka'pamuxcin; and
- j) Seek the First Nation's input related to School growth plans, School growth conversations, and School action plans.

First Nation Commitments

4.2 Consistent with the purposes, principles and objectives of this Agreement the First Nation agrees to:

- a) Promote the active participation and involvement of Parents, Advocates, and other community members of the Lytton First Nation 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) Promote and provide continuous understanding and open communication with the Board regarding the importance of education and student support within the homes of First Nation Members;
- c) Promote the acquisition of cultural skills and knowledge by LFN Students through the development and implementation of suitable strategies, i.e. promoting First Nations participation in cultural activities such as the National Aboriginal Day, Spence's Bridge Declaration & World Indigenous Day celebrations, local fish camps and in pot-luck and basketry sessions, etc.;
- d) Work with Parents to encourage good LFN Student attendance and retention records throughout the School Year;
- e) Encourage and support LFN Students to participate in extracurricular activities and sports, and assist with transportation, the identification of LFN Student transportation needs and assist with the development of a Joint First Nation Student Transportation Plan under section 23.2;
- f) Continue the ongoing development of First Nations Education and Cultural Programs and services through the LFN Education Committee;
- g) Work with the Board to continue to develop and foster a good working relationship based on mutual respect, to create an understanding of the Lytton First Nation's expectations regarding the education of their students;

- h) Work with Parents, LFN Students and the Board to provide for parity of outcomes, access to and opportunity for success of all LFN Students; and
- i) Pay the Board the Tuition Fees received from the federal government as agreed to and set out in this Agreement.

Increased Participation of LFN Stakeholders

4.3 The Parties agree to, individually, together, and with the Schools:

- a) Ensure that Lytton First Nation, through First Nations Education Committee, have an opportunity to be meaningfully involved in the School District's hiring processes for personnel, in particular those positions that have a significant impact on LFN Students. Priority given to qualified Nlaka'pamux persons;
- b) Support educational stakeholder groups within the School District, including teachers, administrators, and Aboriginal Student Support Workers to ensure the educational opportunities and Programs outlined in this Agreement are effectively delivered in a manner that promotes the success of Nlaka'pamux Students;
- c) Ensure Schools support LFN Students to participate in extracurricular activities and sports;
- d) Ensure teachers provide information to Parents regarding their child's educational program (e.g. attendance, course selection process, reporting periods, report cards, as required by the *School Act*);
- e) Inform Lytton First Nation Parents immediately when their child(ren) are absent from school; and
- f) Provide equitable transportation services for LFN Students based on Ministry guidelines and Board policy. The Board shall ensure that all school bus drivers are provided staff development training furthering Nlaka'pamux cultural awareness.

LEA Implementation & Review

4.4 The Parties agree to, individually, together, and with the Schools:

- a) Communicate details of this Agreement, including its Purposes, Objectives and Principles, with school personnel, in particular principals and teachers;
- b) Give direction to principals regarding the implementation of this Agreement, as appropriate;
- c) Jointly review the intended outcomes of this Agreement prior to September 30th of each School Year;

- d) Spend Targeted Aboriginal Education Funds on Aboriginal Education Programs and Services identified through the direct involvement of LFN stakeholders working with the Board to support the success of LFN Students; and
- e) Collaboratively review how Targeted Aboriginal Education Funds are being used, including how to effectively use the Targeted Aboriginal Education Funds and any surpluses, to support LFN Student needs and improve learning outcomes.

Inclusion of Nlaka'pamux Language & Culture:

4.5 The Parties agree to, individually, together, and with the Schools:

- a) To develop and implement Nlaka'pamuxcin Programs;
- b) Approve educational resource materials that promote an understanding of and appreciation for the history, language and culture of Nlaka'pamux and other First Nations in British Columbia, including required curriculum on the impacts of colonialism and residential school experience;
- c) Promote the offering of and enrollment in Nlaka'pamux courses and Nlaka'pamuxcin courses in line with the Minister's mandate to develop new First Nations history curriculum, develop full-course offerings in First Nations languages and to implement the educational Calls to Action from the Truth and Reconciliation Commission, which includes taking the necessary steps for program development, teacher training, professional development, and appropriate consultation with Nlaka'pamux communities and language learning experts;
- d) Prioritize the Nlaka'pamuxcin and Nlaka'pamux culture within School District #74 (Gold Trail):
 - i. In consultation with the Lytton First Nation to provide Nlaka'pamuxcin language instruction where appropriate.
 - ii. Lytton First Nation will maintain a list of the traditional Knowledge Keepers that may be able assist the School to pass on cultural teachings to students, such list to be updated annually by the Lytton First Nation.
 - iii. Access to the use of Lytton First Nation traditional territory and other gatherings/teaching sites when appropriate approval has been granted.
- e) Increase awareness of Nlaka'pamux culture among all students, to provide for the integration of cultural values and information about the Nlaka'pamux peoples across all curriculum areas and ensure that Nlaka'pamux culture and traditions are reflected in the schools; and
- f) Ensure the active participation and collaboration with Nlaka'pamux Knowledge Keepers and other resource people throughout the School District.

5.0 EDUCATIONAL RESOURCES

- 5.1 The Parties agree to, individually, together, and with Schools, make best efforts to:
- a) Introduce more Nlaka'pamux culturally relevant educational resources and activities in all subject areas for all students, such as through Board authorized courses, and for events and ceremonies that takes place at a School; and
 - b) Offer English First Peoples 10, 11 and 12, BC First Peoples 12 and Contemporary Indigenous Studies 12 and curriculum respecting the history and legacy of residential schools.
- 5.2 The Parties will, with Lytton First Nation providing leadership and direction, work together to address the history and legacy of the residential school system through the development and implementation of curriculum, materials and resources, and through professional development opportunities, in a sensitive and culturally appropriate manner.
- 5.3 With regard to intellectual property rights of the Lytton First Nation, the Parties acknowledge the principles of OCAP and Article 31 of the *United Nations Declaration on the Rights of Indigenous Peoples*:
- 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.
- 5.4 Consistent with OCAP Principles and Article 31 of *UNDRIP*, the Parties agree that:
- a) The First Nation retains any intellectual property and copyrights of any curriculum content developed in collaboration or cooperation with them regarding the Nlaka'pamuxcin language, cultural heritage, traditional knowledge and traditional cultural expressions;
 - b) The use of such information is intended to be for instructional purposes only at a local level and for the School District's staff's professional development purposes;
 - c) Traditional Knowledge developed jointly by Lytton First Nation and the Board, cannot be used outside the School District without prior written approval by both parties;
 - d) They will continue to improve and develop local curricula in Nlaka'pamux studies,
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literature, history, social studies, science, fine arts and culture and to introduce culturally relevant material and activities in appropriate subject areas for students;
and

e) Any other proposed or intended use requires written consent from the First Nation.

6.0 NLAKA'PAMUX EDUCATION

- 6.1 The Board, in coordination with the First Nation, agrees to promote a greater awareness and inclusion of and respect by all School District staff and contractors of the Nlaka'pamuxcin culture and history through its policies, plans, curriculum and instruction.
- 6.2 The Board and the First Nation will work together to promote cross cultural understanding through professional and staff development. At least one non-instructional day per year will be focused on enhancing LFN Student educational outcomes in respect to Nlaka'pamuxcin culture and history.
- 6.3 The First Nation will provide the District Schools with a list of resources and resource people with expertise in the Nlaka'pamuxcin culture and history who are willing to participate in organized School education activities. By mutual agreement between the school and the resource person, an honorarium fee may be paid to the resource person being invited into a School for this purpose.
- 6.4 A School will provide an excused absence where a LFN Student absence is for sustenance, spiritual or ceremonial practices of the First Nation, through the LFN Education Committee.
- 6.5 Pursuant to the BC Tripartite Education Agreement, at least one non-instructional day per year will be focused on enhancing First Nations Students outcomes commencing in the 2019/20 School Year.

7.0 NLAKA'PAMUXCIN PROGRAM

- 7.1 The Parties agree to, individually, together, and with the Schools:
- a) The Board shall continue the ongoing development and implementation of Nlaka'pamuxcin Programs and services subject to viable enrollments, certified Nlaka'pamuxcin instructors, and the support of the First Nation;
 - b) Subject to approval from the Board and upon recommendation from the LFN Education Committee, the Board agrees to pilot test in its classrooms, Nlaka'pamuxcin materials produced by the First Nation;
 - c) The First Nation and the Board shall continue to work together to obtain and maintain Nlaka'pamuxcin accreditation for University second language requirements;

- d) The Board and the First Nation, in conjunction with any Nlaka'pamuxcin and culture authority and post-secondary training institutions, shall develop a joint strategy for the training and hiring of staff required for the ongoing development and implementation of the Nlaka'pamuxcin Programs and services; and
- e) Knowledge of Nlaka'pamuxcin, cultural and certification in the teaching of First Nations languages shall form the basic requirements for employment as Nlaka'pamuxcin teachers.

7.2 In accordance with the *School Act* and Article 13 of *UNDRIP*, the Parties will work to establish a Nlaka'pamuxcin immersion program if sufficient LFN Parents request an immersion program:

School Act:

(3) a board may permit an educational program to be provided in a language other than as provided.

UNDRIP:

Article 13: Right to use Indigenous Languages

1. Indigenous peoples have the right to revitalize, use, develop, and transmit to future generations their ... languages, oral traditions, ... writing systems ... and to designate and retain their own names for communities, places and persons.
2. States shall take effective measures to ensure that this right is protected and also to ensure that indigenous peoples can be understood in political, legal and administrative proceedings ... through the provision of interpretation.

8.0 CERTIFICATE OF GRADUATION – ACADEMIC DOGWOOD DIPLOMA

- 8.1 The Parties will encourage and support each and every LFN Student who is capable of achieving the Academic Dogwood Diploma to pursue that graduation credential.
- 8.2 The Board will ensure every LFN Student is placed in an educational program that leads to graduation with an Academic Dogwood Diploma and a full range of opportunities, such as training, post-secondary education and employment.
- 8.3 The Parties will ensure LFN Students and their Parents are provided with information about the requirements to achieve an Academic Dogwood Diploma and, as appropriate, an Adult Academic Dogwood Diploma, to support informed decision-making by those LFN Students and Parents.
- 8.4 The Board will ensure there is appropriate and early counselling support for career and post-secondary education planning available to LFN Students.

9.0 ALTERNATE EDUCATION, ADULT EDUCATION AND ADDITIONAL STUDENT SUPPORT

- 9.1 The Board shall endeavour to keep LFN Students in regular academic Programs in consultation with Parents.
- 9.2 When a LFN Student may benefit from an alternate Education Program and service or additional academic support, the Board shall provide diagnostic services as outlined in Section 10.0 below and with the support of the First Nation shall provide the following Programs and services for the LFN Student, where available:
- a) tutorial services;
 - b) computer assisted instruction;
 - c) enhanced reading and comprehension skills development;
 - d) learning assistance;
 - e) basic literacy;
 - f) online learning;
 - g) culturally appropriate instructional strategies;
 - h) culturally appropriate curriculum materials; and
 - i) culturally appropriate counseling, both academic and personal.

10.0 IDENTIFICATION OF FIRST NATION STUDENTS REQUIRING SPECIAL EDUCATION ASSESSMENT

- 10.1 In order to ensure that LFN Students are appropriately identified as requiring special education supports, the Board will ensure School(s) work with the First Nation and Parents to ensure appropriate and transparent ongoing informal assessments of LFN Students to identify those who may require more formal special education assessment. The Parties agree that special education identification for LFN Students will follow the Board's "Operational Procedure 4.800 – Special Education".
<http://www.sd74.bc.ca/Reports/OP/Documents/Special%20Education%20OP%204.800.pdf>
- 10.2 The Board and the First Nation will jointly review and determine the criteria and processes used for the identification of kindergarten LFN Students who may require assessment and additional supports or services, recognizing that early identification is necessary to promote student success.
- 10.3 In cases where a LFN 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, the Board will ensure there is a timely determination of the need for assessment and/or intervention plan.

11.0 SPECIAL EDUCATION ASSESSMENT AND PLACEMENT

- 11.1 The Parties agree that special education assessment and placement of, or timetable changes or new timetables for, LFN Students will follow the School District referral process, and the *Ministry of Education, Special Education Services: A Manual of*
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Policies, Procedures and Guidelines, as amended from time to time, which is found online:

Ministry of Education, Special Education Services: A Manual of Policies, Procedures and Guidelines

https://www2.gov.bc.ca/assets/gov/education/administration/kindergarten-to-grade-12/inclusive/special_ed_policy_manual.pdf

11.2 For greater clarity:

- a) Prior to the placement of a LFN Student in a special Education Program, an educational psychology assessment must be completed, with Parental consent, that identifies the LFN Student as requiring supports and services;
- b) Prior to diversion of a LFN 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;
- c) The results of the assessment must be provided to and discussed with the Parent of that LFN Student, the school-based team, and First Nation support staff as may be designated by the LFN Student's Parent; and
- d) Approval from the Superintendent is required before a student is placed on an Evergreen Certificate path.

11.3 The Board and Schools will work with Parents and the First Nation to:

- a) Monitor the progress of each LFN Student;
- b) Identify and implement intervention supports to assist LFN Students to reach grade level, where necessary; and
- c) Collaboratively make decisions about any adjustments to the level of a First Nation Student's educational program and make those adjustments, but only where the Informed Consent in writing of the First Nations Students' Parent or legal guardian or their designate has first been obtained.

11.4 LFN School Students:

With Parental consent, the Administrators of a School will identify, for purposes of registration, any LFN Student who has been identified as requiring special learning needs, or with the potential to require special assistance.

- 11.5 Prior to placement of LFN Students in Special Education, the Board will ensure that the Informed Consent of the Parent has been obtained and the following steps have been completed:
- a) Culturally appropriate consideration in the interpretation of psycho-educational assessment reports;
 - b) A written report stating the reason for the placement, the options considered and the educational opportunities gained and lost by the placement that has been reviewed by the Parents; and
 - c) Written notification for the Parent to attend a meeting with a District representative to discuss placement of their child and that the Parent may request the attendance of a First Nation representative at the meeting.
- 11.6 Pursuant to Sections 9 and 79 of the *School Act*, a LFN Student, Parent of a LFN Student, or the LFN Education Manager and upon completion of an authorization to release information, is entitled to:
- a) On request and accompanied by the principal, or a person designated by the principal to interpret the records, examine all student records kept by the Board pertaining to that student, copies of correspondence sent to LFN Parents, and notices of meetings initiated by the school with LFN Parents; and
 - b) On request receive a copy of any student record they are entitled to examine under paragraph (a).

12.0 SPECIAL EDUCATION PROGRAMMING:

- 12.1 Once a LFN Student has been identified having diverse abilities or a disability the School District will ensure:
- a) Appropriate supports and services will be identified in order to ensure that LFN 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 LFN Student will be outlined in an Individual Education Plan (IEP), which must be completed with Parental consent and involvement, for the purpose of assisting school staff to provide supports and services for the LFN Student;
 - c) A LFN 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 LFN 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 LFN Student, and the educational opportunities gained and lost by such placement, must be provided to the Parent and shared with appropriate staff as designated by the LFN Student's Parent;
 - 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 LFN Student's needs are fully met.
- 12.2 In developing an IEP, standards for students with diverse abilities or disabilities will be developed with high and appropriate expectations for achievement, and LFN Students with IEPs will be expected to achieve all of the regular curricular competencies and/or outcomes, with supports.
- 12.3 The Board will ensure the Schools work with Parents and, with their consent, the First Nation, to:
- a) Collaboratively identify any adaptations made to a LFN Student's educational program;
 - b) Ensure that any Modifications are made to a LFN Student's educational program only when necessary and only when adaptations have been tried and have proven insufficient to meet the LFN Student's needs, and only with the Informed Consent in writing of the LFN Student's Parent, or their designate; and
 - c) If a LFN Student has been put on a Evergreen School Completion Certification, ensure that the LFN 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.
- 12.4 When requested, the Parent and, where appropriate and feasible, LFN Students will have every opportunity to meet with school staff about the IEP and the LFN Student's educational program within a reasonable timeframe, and no later than two weeks after the request has been made to school personnel.
- 12.5 The Board will ensure School(s) offer each LFN Student who has diverse abilities or disabilities relevant learning activities, in accordance with the student's IEP.
- 12.6 LFN 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 appropriate staff as designated by the LFN 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.
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12.7 The Board will ensure that Parents are advised:

- a) Of their right to request a change to the placement of a LFN Student in a special Education Program or on an Evergreen Certificate path;
- b) That if the Parent wishes to request a change in a placement decision, they may file such a request in accordance with applicable Board bylaws, policies and/or procedures; and
- c) Where the Parent files a request, the Parent may request, and receive, support in the process from the First Nation and/or the LFNEC.

12.8 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 LFN 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 LFN Student no longer requires an IEP.

12.9 For greater certainty, the Parties agree that an IEP will only be put in place under sections 12.1 and 12.2 and it will only be updated, revised or concluded under section 12.8 where the prior Informed Consent of the Parent has been obtained.

12.10 The Parties agree that, in the case of all special education categories that are consistent, Individual Education Plans for LFN Students with special needs will be recognized and used as part of the planning process when those LFN Students transition between First Nations Schools and Public Schools.

13.0 VULNERABLE STUDENT PLACEMENT

13.1 The Board will ensure that the Schools work with Parents and the First Nation to identify Vulnerable Students and, where identification of a LFN Student as a Vulnerable Student is supported by evidence and demonstrated need, that an Individual Learning Plan (ILP) will be created with Parental consent and involvement, and regularly reviewed, for that LFN Student.

14.0 CHILDREN IN CARE

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

14.2 The Board will ensure appropriate staff is designated to be responsible for maintaining communications with the First Nation regarding children in care who are LFN Students.

14.3 The Parties will work with supporting agencies to ensure appropriate supports are implemented to assist LFN Students who are children in care.

15.0 STUDENT CONDUCT & SAFETY

15.1 The Parties will confirm policies, practices and other appropriate measures to create a safe learning environment for LFN Students, including safety from racism, discrimination, indifference, bias, marginalization, harassment, bullying and stereotyping for all students attending the Schools.

16.0 DISCIPLINE

16.1 With the written consent of a LFN Student's Parent, the Board will notify the First Nation, Education Manager of disciplinary action and potential escalation of disciplinary action in relation to that LFN Student, and provide to the Education Manager a copy of all correspondence related to the discipline of a LFN Student by the School administrator.

16.2 The Board will direct Schools to take a team approach with Lytton First Nation Education representatives when dealing with general disciplinary issues involving LFN Students.

16.3 The Board and Lytton First Nation will employ a team approach when dealing with disciplinary issues involving students covered by this Agreement.

16.4 A Parent and the Education Manager will be notified of any concerns that the School has regarding the behavior and academic performance of a Student.

16.5 The First Nation and the Administrator of the School attended by LFN Students shall meet in May of each year to discuss school discipline policies and procedures. Meetings will be arranged between the Education Manager and the Administrator(s). When appropriate, the school will involve the LFNEC in determining and enforcing discipline or counseling.

16.6 Upon suspension of a LFN Student from a School, with the Parents' permission, the LFN Education Manager, shall be notified.

16.7 The reasons for the suspension of a LFN Student from a School shall be forwarded promptly in writing to the Parents of the LFN Student and, with the Parents' permission, to the LFN Education Manager.

16.8 A Parent of a LFN Student who is suspended from a School shall be offered the opportunity to appeal disciplinary action against their child and they may have their appeal supported by the LFN Education Manager or other designated LFN representative.

- 16.9 When a LFN Student is suspended from the school bus system of the School District, the Parent shall be notified promptly and follow-up by written notification will be sent to the Parent, and with the Parent's permission, the LFN Education Manager.
- 16.10 In accordance with Board Policy, when a LFN Student is suspended, the Board shall arrange for the required schoolwork to be given to the student. The expectation is that the student will complete the assigned work with the support of the school.

17.0 HIRING

- 17.1 The Board will ensure that the First Nation has an opportunity through the LFNEC to be meaningfully involved in the School District's recruitment and hiring process for personnel for the Schools, including, Aboriginal Student Support Workers, teachers, principals, vice-principals, bus drivers, and staff hired using Targeted Aboriginal Education Funding and Special Education Funding.
- 17.2 The School District will take measures to ensure recruitment of personnel of the Schools provides preferential opportunity for persons of Indigenous ancestry and to make steps to provide mentorship Programs for the retention of Indigenous personnel.
- 17.3 For external recruitment for School District employment positions that affect LFN Students, the School District will inform the First Nation of employment opportunities.
- 17.4 The School District will give special consideration to knowledge of *Calls to Action* of the Truth and Reconciliation Commission, Nlaka'pamux culture and Nlaka'pamuxcin when establishing hiring criteria and qualifications for employment positions for the Schools.

18.0 COMMUNICATION

- 18.1 The First Nation and the Schools will endeavor to establish and ensure excellent communication with each other through agreed upon preferred means, which may include regular meetings and contact through newsletters, LFN website, LFN social media, emails and other correspondence, as appropriate.
- 18.2 Communication between the Board and the First Nation will be maintained through regular meetings of appropriate school personnel. This would include significant changes to school structure and configuration, curriculum and educational programming opportunities (October & May).
- 18.3 The First Nation and Schools will advise Parents and legal Guardians of opportunities for input and involvement in their school education as course selection dates, reporting periods, Parent-teacher interviews, application deadlines and procedure for post-secondary education etc.
- 18.4 District employees of the Schools attended by LFN Students will be encouraged by the Board to attend community meetings and events hosted or organized by the First Nation.

19.0 IMPLEMENTATION AND MONITORING REVIEW

- 19.1 The Parties agree to meet three times per School Year in September, February and June to review the implementation and stated outcomes of this Agreement and to address any issues that arise throughout the School Year. The meetings will be attended by the members of the LFNEC, LFN Education Manager, a representative from the Board, and the Principal of each school at which LFN Students attend.
- 19.2 The Parties agree to jointly develop terms of reference for the Implementation Committee within 180 days of the signing of this Agreement, which will become a Schedule to this Agreement, and which will include:
- a) The membership of the Implementation Committee;
 - b) The roles and responsibilities of the Implementation Committee (e.g. managing the implementation of this Agreement, including delegating tasks as appropriate); and
 - c) A requirement that the Implementation Committee develop and finalize an Agreement implementation plan for approval by the Parties within a specified timeframe and which, upon approval, will be appended to this Agreement.

20.0 ACCOUNTABILITY AND REPORTING

- 20.1 The Board and the First Nation will jointly monitor and evaluate the effective implementation of this Agreement to:
- a) Determine the extent to which education parity and success for LFN Students is being achieved;
 - b) Examine the degree of success on the part of teaching staff toward incorporating Nlaka'pamuxcin language, culture and history into the curriculum and education programming of LFN Students;
 - c) Monitor the effective and efficient use of Targeted Aboriginal Funding and special education funding; and
 - d) View the improvement in support by Parents, LFN Students and the LFN membership for the District education system.
- 20.2 Periodic Reports:
- a) The Board will provide a report to the First Nation three times each year (September, February, and June) outlining the following:
 - i. The number of LFN Students achieving education parity;
 - ii. The number of LFN Students enrolled in alternate Programs, secondary courses and ungraded Programs;
-

- iii. A summary of the number and nature of LFN Students with IEPs or ILP's placed in modified or adapted Programs;
- iv. The number of Early School Leavers and information on supports implemented to prevent early leaving;
- v. The number of expulsions of LFN Students and information on supports implemented to prevent expulsion; and
- vi. Reports regarding the allocation and expenditure of the supplemental grants the District receives from ISC and how LFN Students benefitted, including English language learning, special education levels 1-3, and any other amounts the District may receive from ISC for First Nation students.

20.3 Annual Report:

- a) In September of each year, the Board will provide to the First Nation an annual report on the previous School Year outlining the provision of educational Programs to LFN Students under this Agreement including:
 - i. Financial reports related to this Agreement, which are prepared by the Board in the regular course of its operation and a copy of the audited financial statements of the District;
 - ii. A complete financial report on the use of Targeted Aboriginal Education Funds and special education funding, which includes:
 - 1. the number of staff employed using Targeted Aboriginal Education Funds and Special Education Funding and designated to work with LFN Students;
 - 2. the employment parity rates for First Nation staff employed using Targeted Aboriginal Educations Funds and special education funding to work with LFN Students;
 - 3. the proportion of the staff's time spent working directly with LFN Students; and
 - 4. the staff's duties and responsibilities.
 - iii. Teacher recruitment, retention, and professional development information, including:
 - 1. professional development and Indigenous development opportunities for teachers and ASSW;
 - 2. School District personnel participation rates in First Nations professional

development activities;

3. employment parity rates for First Nation district personnel and the Board's recruitment strategies and efforts; and

4. retention rates.

iv. Measures of success of LFN Students through aggregate results for achievement including:

1. Enrollment and attendance rates;

2. Grade to grade transition rates;

3. Student retention rates;

4. Graduation and six-year graduation rates;

5. Proportion of students awarded a BC School Completion Certificate;

6. Six-year completion (graduation) rate for students in an Alternate program;

7. Grades 10 to 12 math course participation rates;

8. Data related to assessments required for graduation purposes and other supports for successful transition to post-secondary education;

9. Participation in extra-curricular activities;

10. Withdrawal and transfer rates;

11. Suspension and expulsion rates; and

12. Number of LFN Students eligible to transition to post-secondary education.

20.4 The information in the reports shall not identify individual LFN Students.

a) reports are intended to provide information to the Implementation Committee, the Schools, the District and the LFNEC to assist in development strategies to analyze, improve and support the Education Program for LFN Students.

b) The Parties agree that the information in the reports is for the sole use of the First Nation and the District for the betterment of educational services to LFN Students and will be presented at a closed Implementation Committee meeting for that purpose.

20.5 The Board and First Nation will share two Nominal Roll student counts (September 30 & February 28) with the Ministry each School Year.

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

20.7 Subject to the *Freedom of Information and Protection of Privacy Act* and Parental consent through a signed Authorization To Release Information form, upon request, the Board will provide the First Nation with specific LFN Student data to the First

Nation to help inform them about their Students' progress, and to inform discussions between the First Nation and the Board on supporting those students.

21.0 FUNDING / TUITION PAYMENT

- 21.1 For eligible LFN Students on the Nominal Roll attending Schools operated by the Board as of September 30th, and for whom the First Nation has received Tuition Funding from ISC, the First Nation will pay to the Board the Tuition Fees amount in accordance with this section of this Agreement.
- 21.2 The Board will not charge the First Nation a greater amount for the First Nation students attending a School within the School District than the First Nation Student Rate.
- 21.3 For greater certainty, the Parties agree that the First Nation is responsible only for Tuition Funding received from Indigenous Services for the Tuition Fees of all LFN Students according to the approved First Nation Student Rate and approved Nominal Roll. Unless otherwise agreed, the First Nation will not be responsible for paying any amounts for which it does not receive funding from Indigenous Services or which exceeds the First Nation Student Rate.
- 21.4 The Parties agree the September 30th Nominal Roll enrolment will be verified by:
- a) the First Nation; and
 - b) the Secretary-Treasurer of the Board.
- 21.5 The Parties agree that Tuition Fees payable for each School Year shall be paid by the First Nation to the Board according to the following schedule and based upon the September 30th Nominal Roll figures:
- a) ___% or \$_____ based on the previous year's eligible Tuition Fees and Nominal Roll on or before September 30;
 - b) ___% or \$_____ based on the previous year's eligible Tuition Fees and Nominal Roll on or before January 30;
 - c) ___% or \$_____ 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;
 - d) ___% or \$_____ based on the current year's eligible Tuition Fees and Nominal Roll on or before April 30; and
 - e) the remaining ___% or \$_____ of the current year's eligible Tuition Fees and Nominal Roll on or before June 30th.

The Board will provide the First Nation with an invoice and list of students covered by this Agreement.

- 21.6 In the event of a school closure due to a labor dispute, the Tuition Fees will be equitably adjusted by the agreement of the Parties and returned to the First Nation for the benefit of LFN Students in the same manner as occurs with the Ministry of Education. Any adjustment shall take into consideration the number of days of school closure and adjustments in funding made by funding sources to the First Nations and the Board. It is the intention of the Parties that neither the First Nation nor the Board should benefit financially from a school closure.
- 21.7 Upon payment of Tuition Fees to the Board, the First Nation shall not be liable for school levies or any other payments in respect of the operating costs incurred by the School District for educating LFN Students in the District Schools.
- 21.8 The Parties agree that Tuition Fees under this Agreement will be paid in installments as set out in section 21.5, except where:
- a) a LFN Student has withdrawn from school prior to any one of the Tuition Fee payment dates; or
 - b) a LFN Student has transferred to a First Nation School or a BC Independent School prior to any one of the Tuition Fee payment dates,
- in which case, any further Tuition Fees not yet paid for that LFN Student will be retained by the First Nation and paid to the First Nation School that the LFN Student has transferred to.
- 21.9 If the LFN Student does not transfer immediately, the Tuition Fees will be held in trust by the First Nation to provide educational supports that will prepare the LFN Student for potential re-entry into the public school system, First Nations School or BC Independent School.
- 21.10 If a LFN Student transfers from a District school to a First Nation School following a Tuition Fee payment date, the balance of the Tuition Fees following the date of transfer will be refunded from the District to the First Nation to support the LFN Student at the First Nation School.
- 21.11 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). The Board will inform the First Nation if it receives any funds from any government source for the delivery of Indigenous education and the parameters for the use of such funds.
- 21.12 Where ISC is late in providing Tuition funding to the First Nation:
- a) The First Nation will promptly notify the Board of the delay in receiving ISC funding;

- b) The School District will not charge interest to the First Nation on any amount that is outstanding due to ISC's late provision of funding.

22.0 TRANSFER OF STUDENTS

22.1 Reciprocal transfer of students between a First Nation School and the Schools will be discouraged after September 30th unless families move, or unless it is deemed by the Parent, the Board and the First Nation that it is the best interest of the LFN Student.

- a) **Student Orientation:** The First Nation will develop, in consultation with the Board, an orientation for LFN Students transferring to Schools in the School District.
- b) **Student Records:** The First Nation and Board agree to the reciprocal transfer of Permanent records and student files of LFN Students transferring between a First Nation School and Schools within the School District.

23.0 TRANSPORTATION

23.1 The Board agrees to provide transportation services for LFN Students and to develop and implement a safe and reliable plan for providing transportation services for LFN Students within the transportation guidelines of the School District. The Board will provide quarterly reports to the First Nation regarding the implementation of transportation services, including contingency measures for unexpected circumstances.

23.2 The Parties will identify transportation needs of LFN Students and jointly develop and submit annually to the tripartite First Nation Student Transportation Committee, a Joint First Nation Student Transportation Plan setting out how the Parties will ensure First Nation Students have reliable and safe transportation services to the relevant School, including contingency measures for unexpected circumstances.

23.3 Where the Parties make amendments to their Joint First Nation Student Transportation Plan or agree to changes in transportation services, they will ensure that the Parent/Guardian receive notice in order to respond to any such changes.

23.4 The Board agrees that a LFN Student will not be penalized and will be supported in the event of absences or late arrivals due to transportation challenges.

24.0 DISPUTE RESOLUTION:

24.1 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.

24.2 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.

- 24.3 In the event of a dispute arising between the Parties, the dispute will be referred by the Parties to their senior officials who will meet and attempt to resolve the dispute in good faith through informal discussions.
- 24.4 If an agreement has not been concluded through informal discussions within thirty (30) days, or another period agreed to in writing by the Parties, a Party may deliver a notice to the other Party to proceed to mediation.
- 24.5 Upon receiving a request from a Party to proceed with mediation, the Parties will agree on a mediator within ten (10) days.
- 24.6 The Parties agree that a mediator selected and agreed upon by the Parties will mediate any dispute arising out of the implementation interpretation of this Agreement. The cost of such mediation will be borne equally by both parties.
- 24.7 The Parties will require the mediator to provide a mediation report upon the conclusion of the mediation proceedings.
- 24.8 The Parties agree that the mediation report will be:
- a) kept confidential, subject to federal access to information and privacy legislation;
 - b) non-binding on the Parties; and
 - c) without prejudice.
- 24.9 If the dispute cannot be resolved within 60 days of the appointment of a mediator, the dispute arising out of the implementation interpretation of this Agreement will be arbitrated under the *Arbitration Act* of B.C. The cost of such arbitration will be borne equally by the Parties.

25.0 TERM AND AMENDMENT

- 25.1 The Term of this agreement will be five (5) years, beginning July 1, 2020 and ending June 30, 2025, unless the Parties agree, in writing, to:
- a) terminate the Agreement earlier; or
 - b) renew the Agreement, with or without amendments.
- 25.2 Extension, Amendment, and Termination
- a) This Agreement may be extended and/or amended with the written mutual consent of the Parties. This Agreement may be terminated effective June 30th of any year of this Agreement by either party by written notice provided to the other party by April 1st of the year.

25.3 Renewal

- a) Negotiations for the renewal of this Agreement shall commence one year prior to the end of this Agreement.
- b) The School District will provide formal notice to Chief and Council and the Education Manager of renewal conversations by July 1, 2024.

25.4 Each Party may propose 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.

26.0 NOTICES

26.1 Any notice, statement, payment or other document that either party may be required or may be desired to give or deliver to the other will be conclusively deemed to be given or delivered or received by the address, if delivered personally on the date of delivery, or if mailed, on the third business day after the mailing of same by registered mail addressed to:

The First Nation: Chief Janet Webster & Council
Lytton First Nation
PO Box 20
Lytton, BC
V0K 1Z0

c.c.: Iris Jules, Education Manager

The Board: Co-Chair: Nancy Rempel
Board of Education of
School District No. 74 (Gold Trail)
400 Holis Road,
PO Box 250
Ashcroft, BC
V0K 1A0

26.2 It is the responsibility of each party to make the other party aware of any change of representative or address.

27.0 REFERENCES

27.1 Every reference to the First Nation will include the Chief and Council, LFN Education Committee, Education Manager and any person designated by the First Nation to act for or on their behalf with respect to any provision of this Agreement.

27.2 Every reference to the Board will include the Chair of the Board, the Superintendent of Schools, and any person designated by the Board to act for or on their behalf with respect to any provision of this Agreement.


28.0 GENERAL


- 28.1 This Agreement will be governed by, and construed in accordance with, the laws in force in the Province of British Columbia.
- 28.2 This Agreement supersedes any and all previous local education agreements between the Parties.
- 28.3 The Parties acknowledge that:
- a) nothing in this Agreement, or in the negotiation of this Agreement, or in any prior document leading to this Agreement, in any way defines or amends, recognizes, affirms, or denies the existence of, or in any way limits Aboriginal rights or self-government rights of the First Nation; and
 - b) this Agreement is without prejudice to the rights of the Parties and the First Nation with respect to such matters.
- 28.4 Nothing in this Agreement precludes the First Nation from entering into direct negotiations with other jurisdictions on any matter the First Nation deems relevant.
- 28.5 The Appendix attached to this Agreement is an integral part of the Agreement.

28.6 The headings or captions appearing in the Agreement are inserted for the ease of reference only and have no effect on the construction or interpretation of this Agreement.


IN WITNESS WHEREOF the Parties have executed this Agreement in Lytton in the Province of British Columbia as of the date first read above:

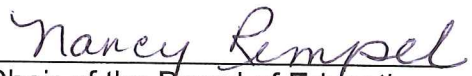

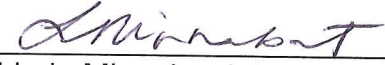
SIGNED on behalf of the Lytton First Nation at Lytton by the Chief of Lytton First Nation in the presence of:

Witness' Signature: )
Name of Witness: IRIS JULES)
Address: 951 Main St. Lytton BC)
Date: July 27, 2020)

Per: 
Chief Janet Webster
Lytton First Nation

SIGNED on behalf of the Board of School Trustees at of School District No. 74 (Gold Trail) at _____ in the presence of:

Witness' Signature: )
Name of Witness: Teresa Downs.)
Address: 400 Hollis Rd Ashcroft BC)
Date: July 27, 2020.)

Per: 
Chair of the Board of Education
Per: 
Teresa Downs
Superintendent of SD #74
Per: 
Linda Minnabarriet
Secretary-Treasurer

APPENDIX "A"

LOCAL EDUCATION AGREEMENT BETWEEN:

**LYTTON FIRST NATION
and
SCHOOL DISTRICT NO. 74 (GOLD TRAIL)**

AUTHORIZATION TO RELEASE INFORMATION

WHEREAS this authorization is to be used in conjunction with the Local Education Agreement (the "LEA") with the Lytton First Nation and is intended to facilitate communications and information sharing between a LFN student, Parent/Guardian, school administrators and teachers, the First Nation and the Board.

AND WHEREAS this authorization is further intended to assist all aforementioned Parties with addressing the educational and social needs of LFN Students covered by the LEA.

THE TERM of this authorization is for the _____ School Year.

LFN Student			
Address:			
Phone No.:		Message	

PLEASE CHOOSE ONE OF THE FOLLOWING:

- I, the Parent/Guardian of the above named student hereby authorize _____ (insert name of School) being a school within School District #74 to release information pertaining to: report cards, progress reports, attendance records, any social concerns regarding the above named LFN Student that may be affecting that student's success at school, and any further information required in the LEA to _____ the LFN Education Manager.
- I, the Parent/Guardian request that I will be called immediately in regard to the above LFN Student. I do not authorize the LFN Education Manager to be involved.
- I, the Parent/Guardian request that _____, as my designate, be called immediately in regard to the LFN Student. I do not authorize the Education Manager to be involved.

Parent/Guardian Signature

Date