MODEL
LOCAL EDUCATION AGREEMENT

BETWEEN:

THE _____ [FIRST NATION/INDIAN BAND]

(the "First Nation")

AND:

THE BOARD OF EDUCATION OF

SCHOOL DISTRICT NO. ___ ([Name of the District])

(the "Board")

(collectively, the "Parties")

WHEREAS

A. On July 1, 2018, the Province of British Columbia (the "Province"), the Government of Canada and the First Nations Education Steering Committee ("FNESC") entered into the BC Tripartite Education Agreement ("BCTEA"). Consistent with the implementation of BCTEA, the Province and FNESC are working 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 the unique needs of First Nation Students and communities.

B. Local Education Agreements ("LEAs") are an integral part of the delivery of educational programs and services to First Nation students attending BC Public Schools, as they are an important mechanism for building relationships between First Nation communities and boards of education and BC Public Schools to support improved First Nation student outcomes.

C. The Province, the Government of Canada, and FNESC developed LEA Guiding Principles, pursuant to Schedule H of the BCTEA to, among other things, apply to and be incorporated substantively into this Model LEA to inform and guide boards of education and First Nations in implementing this Model LEA.

D. Indigenous peoples have the right to establish and control their educational systems and institutions, as affirmed in the *United Nations Declaration on the Rights of Indigenous Peoples* ("UN Declaration"), and as an aspect of their inherent right of self-government as recognized and affirmed under section 35 of the *Constitution Act, 1982*.

E. The Province enacted the *Declaration on the Rights of Indigenous Peoples Act* ("Declaration Act") on November 28, 2019, the purposes of which include to affirm the application of the UN Declaration to the laws of British Columbia, and which requires the provincial government to, in consultation and cooperation with Indigenous peoples, take all measures necessary to ensure the laws of British Columbia are consistent with the UN Declaration and to develop an action plan to meet the objectives of the UN Declaration.

F. Article 14 of the UN Declaration, affirms, *inter alia*, the right of Indigenous people to all levels and forms of education of the State without discrimination, and that 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.

G. The Province released its *Draft Principles that Guide the Province of British Columbia's Relationship with Indigenous Peoples* in May 2018 ("10 Principles"), which provide guidance on how representatives of the Province engage with Indigenous peoples. The preamble provides that the 10 Principles:

> "…are intended as bold statements to guide this new relationship and end the denial of Indigenous rights that have led to disempowerment and assimilationist policies and practices. The principles will assure the Province conducts itself in a way that reflects a *clear shift in an often troubled relationship with Indigenous peoples to a modern government-to-government relationship that is strong, sophisticated and valued*. These principles create the space needed to exercise our respective jurisdictions for the benefit of all British Columbians. We will recognize success when we know Indigenous peoples believe themselves to be self-determining, self-governing, self-sufficient and can practice their Indigenous cultural traditions and customs as an important and respected part of B.C. society." (emphasis added)

H. Principle 10 of the 10 Principles reflects the Province's recognition of the need to take a distinctions-based approach to its relationship with Indigenous peoples:

> *"10. The Province of British Columbia recognizes that a distinctions-based approach is needed to ensure that the unique rights, interests and circumstances of Indigenous peoples in B.C. are acknowledged, affirmed, and implemented.*
>
> The Province recognizes First Nations, the Métis Nation, and Inuit as the Indigenous peoples of Canada, consisting of distinct, rights-bearing communities with their own histories, including with the Crown. The work of forming renewed relationships based on the recognition of rights, respect, co-operation, and partnership must reflect the unique interests, priorities and circumstances of each people."

I. Application of this Model LEA is a step consistent with the Province's implementation of BCTEA, the UN Declaration, the 10 Principles, as well as the Truth and Reconciliation Commission of Canada's ("TRC") Calls to Action for reconciliation.

J. The First Nation has the authority, pursuant to the *School Act*, to require this Model LEA to apply to the First Nation and the Board.

K. The First Nation has authority and responsibility with respect to the education of its children and youth, which includes a funding role with respect to First Nation Students, and desires to ensure these children and youth all have access to and receive quality education that is safe, respectful, and reflective of their unique culture and history, and leads to successful education outcomes.

L. Principals, teachers, and other staff in BC Public Schools have an important role to play in the provision of quality educational programs and services and in the implementation and effectiveness of LEAs.

M. This Model LEA sets out measures for a relationship between the Parties to support First Nation Member Students, as well as terms and conditions regarding the purchase of educational programs and services by the First Nation from the Board for the First Nation Students.

THEREFORE the Parties are responsible as follows:

1.0 PURPOSE

1.1 The purposes of the Model LEA are to set out terms and conditions related to:

a) the purchase of educational programs and services by the First Nation from the Board for First Nation Students attending Schools in the School District;

b) the roles and responsibilities of the Parties in working together to improve First Nation Member Students' achievement, including high levels of success, graduation and transition to post-secondary education and training or employment, acknowledging the important role of BC Public Schools in achieving this; and

c) developing relationships between the Parties, including measures for building a positive, effective, collaborative and constructive relationship between the First Nation and the Board.

1.2 This Model LEA serves as a core shared accountability mechanism for the Parties regarding the education of First Nation Member Students in the School District.

2.0 GUIDING PRINCIPLES

2.1 The Parties will be guided by the UN Declaration, which affirms that Indigenous people have a right to all levels and forms of education of the state without discrimination and that 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.

2.2 The Parties will consider all First Nation Member Students where reference to First Nation Students is specified in the LEA Guiding Principles in section 2.3, except in subsection (n).

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

First Nations' Central Role in First Nations Education

a) Indigenous families and communities have the right to retain shared responsibility for the upbringing, training, education and well-being of their children, consistent with the rights of the child, and Indigenous peoples have the right to establish and control their educational systems and institutions providing education in their own languages, in a manner appropriate to their cultural methods of teaching and learning.

b) First Nations in British Columbia have control of, and decision-making responsibility for, First Nations education.

c) First Nations have a central role in the education of their students, regardless of where they attend school.

First Nation Students Access to Quality Education

d) First Nation Students, at all levels of education, must have access to educational opportunities that:

i. ensure that they are confident in their self-identity, their families, their communities and traditional values, languages and cultures;

ii. give them the skills they need to thrive in contemporary society, including 21st century technological skills; and

iii. prepare them to access any opportunities they choose for higher learning, employment, and life choices.

Reconciliation & Collaboration in First Nation Education

e) First Nations education in British Columbia is highly complex, engaging federal, provincial and First Nation authorities, roles and responsibilities and, therefore, requiring collaboration and cooperation to ensure that all First Nation Students are supported to achieve successful education outcomes.

f) The gap in educational outcomes between First Nation Students and non-First Nation students is a persisting legacy of colonialism, and concerted efforts and proactive measures are required to eliminate this gap and contribute to reconciliation in education.

g) The Province, Canada, and First Nations in BC as represented by FNESC have a shared interest and priority in supporting excellence in First Nations education, including supporting First Nation Students to fulfil their educational potential by having access to and receiving quality education that is respectful and reflective of their unique culture and history.

h) Strong, effective and inclusive educational systems provide a fundamental opportunity for building relationships and advancing reconciliation between the Crown and First Nations, as expressed in the TRC Calls to Action and the UN Declaration.

i) Quality First Nations education includes standards, programs, services, school supports and investments that provide appropriate tools and resources aimed at achieving successful First Nation Student outcomes and achievements, while addressing their unique needs.

j) Curriculum, materials and resources will meaningfully reflect the First Nations' culture, values, language and traditions.

k) LEAs are an important mechanism to facilitate relationship-building, from negotiation through to ongoing implementation.

l) The standards set by the United Nations Declaration apply to First Nations education.

m) The TRC Calls to Action set out a framework for reconciliation, including with regard to First Nations education, that must inform the relationships and collaboration between First Nations, the Province and boards of education.

Parental Choice

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

First Nation Student Safety

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

Shared Accountability and Data-Sharing

p) LEAs are more than a mere financial transaction and serve as a core shared accountability mechanism for both First Nations and boards of education regarding First Nations education in BC Public Schools.

q) Timely and relevant data is required to inform decision-making to support First Nation Students.

3.0 RESPONSIBILITIES & COMMITMENTS

3.1 The Board will:

a) ensure that First Nation Member Students have equitable access to educational programs and services in the School District, including any First Nation language instruction program;

b) strive towards high levels of First Nation Member Student success in educational programs, including by:

i. working with the First Nation to support and improve attendance of First Nation Member Students, including developing, maintaining and implementing an attendance protocol that sets out the process for recording student attendance and the approach to excused and unexcused absences, suspensions, partial days, and procedures for reporting absences to Parents, with the overall purpose of encouraging regular attendance necessary for success in Schools;

ii. working with the First Nation to develop and implement strategies to keep First Nation Member Students in school;

iii. in the case of an Early School Leaver who is still enrolled in an educational program provided by the board, working with:

1. the Parent and the First Nation Student; and

2. the First Nation, where the Parent or First Nation Student, as appropriate, has provided written consent;

to collaborate on a plan that best meets the educational needs of that First Nation Student;

iv. listing courses, including English First Peoples and locally developed Board Authorized Courses, in the course selection handbook;

v. promoting and supporting First Nation cultural activities, including National Indigenous Peoples Day activities, in Schools within the School District; and

vi. promoting and supporting effective professional development focused on local First Nations history, language and culture.

c) ensure any approved local educational resource materials that promote an understanding of and appreciation for the history, language and culture of First Nations people in British Columbia include a primary focus on the local First Nation(s) in whose territory(ies) the Board operates Schools;

d) support principals and teachers to effectively deliver the educational programs referred to in section 3.1 (a) and (b);

e) spend Indigenous Education Targeted Funding on educational programs and services in accordance with section 87.002 of the *School Act*;

f) ensure school personnel encourage and support First Nation Member Students to participate in extracurricular and sports activities including, where practicable, transportation support for First Nation Students;

g) ensure teachers provide information to Parents of First Nations Member Students regarding their child's educational program (e.g. course selection process, reporting periods, report cards, as required by the *School Act*);

h) communicate details of this Model LEA, including its purpose and LEA Guiding Principles, with school personnel, in particular principals and teachers; and

i) wherever this Model LEA provides that a School will perform any obligation under this Model LEA, provide direction to the superintendent, principals, teachers, and other school staff as needed to fulfill that commitment.

3.2 The First Nation will:

a) promote attendance of First Nation Member Students;

b) promote the active participation and involvement of Parents, families and other community members of the First Nation in the education of First Nation Member Students, including any available processes or forums in the School District (such as parent clubs and other committee processes) and School District or School activities;

c) encourage and support First Nation Member Students to participate in extracurricular and sports activities; and

d) subject to receiving Tuition Funding from Canada, pay the Board the Tuition Fees as set out in this Model LEA.

4.0 EDUCATIONAL RESOURCES AND PROGRAMS

4.1 The Board, in consultation with the First Nation, will introduce culturally relevant educational resource materials and activities in all subject areas for all students, such as through Board Authorized courses, and for events and ceremonies that take place at a School.

4.2 The Parties will, with the First Nation providing leadership and direction, work together to address the history of the Indian residential school system through the development and implementation of local educational resource materials, and through professional development opportunities, in a sensitive and appropriate manner.

4.3 The Parties will work in partnership to develop and implement First Nation language programs, where requested by the First Nation.

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 paragraph 1 of article 31 of the UN Declaration:

a) the First Nation will own any intellectual property rights, including copyright, in any course content or resource materials developed or shared under this Model LEA, either by the First Nation, or the Board in collaboration with the First Nation, regarding the First Nation's language, cultural heritage, traditional knowledge and traditional cultural expressions (the "First Nation-developed Content");

b) the First Nation approves the Board's use of the First Nation-developed Content as set out below:

   i. the Board may reproduce the First Nation-developed Content as part of its teaching and professional development materials;

   ii. the Board will only modify the First Nation-developed Content with the prior consent of the First Nation and approval of the proposed modifications;

   iii. the Board agrees to use the First Nation-developed Content solely for instructional purposes and for the professional development purposes of the Board's staff; and

   iv. the Board will ensure that service providers of the Board that may use First Nation-developed Content are aware of these restrictions and that they are required to comply with them;

c) the Parties acknowledge and agree that any other proposed or intended use of the First Nation-developed Content requires the prior written approval of the First Nation;

d) should the Board receive written notice from the First Nation of withdrawal of the First Nation's approval provided under paragraph b), the Board will take all reasonable steps to comply with the request including, if requested, removing the First Nation-developed Content from the teaching and professional development materials as soon as operationally feasible;

e) the Board will:

i. give credit to the First Nation, and any individual authors identified to the Board by the First Nation, in connection with the Board's use of the First Nation-developed Content;

ii. respect the integrity of the First Nation-developed Content with respect to any modifications to the First Nation-developed Content approved by the First Nation; and

iii. upon the request of the First Nation, provide the First Nation with a copy of the First Nation-developed Content.

5.0 DOGWOOD DIPLOMA AND GRADUATION

5.1 Given the overrepresentation of Indigenous students in Alternate Programs, and to counter the "racism of low expectations" reported by then Auditor General in the 2015 report "An Audit of the Education of Aboriginal Students in the B.C. Public School System," the Board will actively encourage and support First Nation Member Students to achieve a Dogwood Diploma with 80 credits, rather than an Adult Dogwood or Evergreen (School Completion) Certificate, and will ensure that the intentional or unintentional streaming or marginalization of First Nation Member Students is not tolerated.

5.2 The Board and the First Nation will ensure First Nation Member Students and their Parents are provided with information about the implications of receiving a Dogwood Diploma, as compared with the Adult Dogwood and Evergreen (School Leaving) Certificate, to support informed decision-making by those First Nation Member Students and Parents.

5.3 The Board will ensure there is appropriate and early counselling support for career and post-secondary education planning available to First Nation Member Students.

6.0 MEETING THE NEEDS OF STUDENTS WITH DISABILITIES AND DIVERSE ABILITIES

6.1 Given the overrepresentation of Indigenous students in all Ministry inclusive education funding categories, as those categories are defined in Ministry inclusive education policy, except the Gifted category, the Board will annually review with the First Nation the number of First Nation Students designated in a category.

6.2 In particular, the Board and the First Nation will jointly review each year the number of First Nation Students who are designated in either the Intensive Behaviour Interventions or Serious Mental Illness (H) or Moderate Behaviour Supports or Mental Illness (R) inclusive education funding categories, what supports those First Nation Students with designations receive, and the duration of those designations.

6.3 The Board will also report to the First Nation the aggregate services provided by the Board to First Nation Students who have disabilities and diverse abilities, whether or not those First Nation Students have an Individual Education Plan.

6.4 The Board will ensure that Parents of a First Nation Student are advised in writing and provided the opportunity to be consulted on the designation of their child in an inclusive education funding category.

Student Assessments

6.5 In order to ensure that First Nation Students who may have disabilities and diverse abilities are appropriately assessed and supported, the Board will ensure Schools:

a) work with the First Nation to jointly review and determine meaningful and transparent ongoing processes for informal assessments of First Nation Students to identify those who may require more formal extended assessments (e.g., psycho-educational, behavioural, speech and language, orientation and mobility) to better understand the strengths and needs of those students, and work with Parents to implement those processes; and

b) work with the First Nation to jointly review and determine the criteria and processes used for the identification of kindergarten First Nation Students who may require a formal extended assessment and additional supports or services, recognizing that early identification is necessary to promote student success.

6.6 In cases where it is determined that a First Nation Student would benefit from a formal extended assessment (either when an assessment has not yet been completed or an additional or updated assessment would be beneficial), the Board will ensure there is a timely assessment to determine the First Nation Student's support and service needs, subject to first obtaining the Informed Consent of the Parent.

6.7 The results of any formal extended assessments will be shared:

a) with the Parent of that First Nation Student; and

b) with written consent of the Parent or the First Nation Student, as applicable:

i. the school-based team; or

ii. any other persons requested by the Parent or the First Nation Student, as applicable.

Education Program and Expectations

6.8 Where a First Nation Student has been identified as having a disability or diverse ability, the Board will require that the First Nation Student's needs are identified in a timely manner.

6.9 The Board will work with the First Nation to identify and remove barriers to First Nation Students with disabilities or diverse abilities obtaining an education that is appropriate to their needs and provided in the general education setting.

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

a) that all relevant adaptations, supports and services have been tried and are insufficient to meet the First Nation Student's needs; and

b) the First Nation Student's diagnosed intellectual disability accompanied by significant limitations in adaptive functioning or a complex medical profile requires the development and inclusion of individualized learning goals, as outlined in their IEP, which should be aligned as closely as possible with the provincial learning standards for the course and with a graduation diploma program.

Individual Education Plans

6.11 An IEP will be developed for a First Nation Student who is identified as having disabilities and diverse abilities, and best efforts will always be made to obtain the prior Informed Consent of the Parent.

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

a) the development of an IEP in relation to the student; and

b) changes to the student's educational program, including the addition of supplemental or individualized learning goals, as outlined in their IEP, or the support measures being provided to their child.

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

a) the Board will continue with the development of an IEP to ensure that the First Nation Student's needs are fully met; and

b) the Parent may designate another person to participate in the development of an IEP on their behalf.

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

6.15 The Board will ensure that learning goals identified in a First Nation Student's IEP will be developed with high and appropriate expectations for achievement.

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

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

6.18 The Board will ensure the First Nation Student's Parent or the Parent's designate, as the case may be, has the opportunity to meaningfully provide input into the update, revision or conclusion of the IEP, where it is determined that an update, revision, or conclusion of an IEP is appropriate.

6.19 The Board will ensure that the progress of a First Nation Student who is designated in either the Intensive Behaviour Interventions or Serious Mental Illness (H) or Moderate Behaviour Supports or Mental Illness (R) inclusive education funding categories, as those categories are defined in Ministry inclusive education policy, will be closely monitored to determine when interventions and an IEP are no longer needed for the First Nation Student.

6.20 The decision to enroll a First Nation Student in an educational program that leads to an Evergreen (School Completion) Certificate must include the prior Informed Consent of the Parent, and should not be made before:

a) the calendar year the First Nation Student is expected to enter Grade 10; and

b) there is confirmation:

i. by a certified school psychologist or a registered psychologist of a diagnosed intellectual disability accompanied by significant limitations in adaptive functioning that prevents the First Nation Student from meeting the requirements for either the Dogwood Diploma or the Adult Dogwood; or

ii. of a complex profile that incorporates evidence from a variety of sources (e.g., medical diagnosis, assessments, IEP, etc.) that prevents the First Nation student from meeting the requirements for either the Dogwood Diploma or the Adult Dogwood, including documentation from a certified school psychologist or registered psychologist outlining the reason why a diagnosis of an intellectual disability accompanied by significant limitations in adaptive functioning could not be made.

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

a) of their right to request a change to the placement of their child on an Evergreen (School Completion) Certificate path;

b) that if the Parent wishes to request a change in a placement of their child on an Evergreen (School Completion) Certificate path, they may file such a request in accordance with applicable Board bylaws, policies or procedures; and

c) that, upon request, the Parent will be provided support from the Board in understanding and navigating the process to request a change in placement of their child on an Evergreen (School Completion) Certificate path from the Board.

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

Transfers

6.23 Student assessments and IEPs for First Nation Students with disabilities and diverse abilities will be recognized and used as part of the transition and planning process if those First Nation Students transfer between First Nation Schools and Schools.

7.0 CHILDREN AND YOUTH IN CARE

7.1 The Board will ensure appropriate staff are designated to be responsible for maintaining communications with the First Nation regarding Children and Youth in Care who are First Nation Member Students.

7.2 The Board will make best efforts to identify Children and Youth in Care who are First Nation Member Students, and will ensure appropriate learning plans and supports are developed and implemented for those students to improve their educational outcomes.

7.3 For greater certainty, the Board will liaise with the First Nation, the Ministry of Children and Family Development and/or other relevant agencies to identify Children and Youth in Care who are First Nation Member Students, and coordinate services and supports for those students to improve their educational outcomes including, but not limited to, actively encouraging and supporting those students to achieve a Dogwood Diploma.

7.4 The Parties will make best efforts to work with relevant agencies to ensure appropriate supports are implemented to assist Children and Youth in Care who are First Nation Member Students.

8.0 STUDENT CONDUCT & SAFETY

8.1 The Board, in consultation with the First Nation, will confirm policies, practices and other appropriate measures are in place to support a safe learning environment, including safety from racism (perpetuated by students or staff), discrimination, indifference, bias, marginalization, bullying and stereotyping for all students attending Schools operated by the Board.

8.2 With written consent of the First Nation Student's Parent or the First Nation Student, as applicable, the Board will:

a) notify the First Nation of disciplinary action and potential escalation of disciplinary action in relation to the First Nation Student; and

b) provide to the First Nation a copy of all correspondence related to the discipline of the First Nation Student by a School principal.

8.3 The Board will direct principals, teachers and other staff to take a collaborative approach with First Nation education representatives when dealing with general disciplinary issues involving First Nation Students.

9.0 CULTURAL AWARENESS & HIRING IN THE SCHOOL DISTRICT

9.1 The Board, in cooperation with the First Nation, will promote awareness and respect for the First Nation's unique language, culture and history through the Board's local policies, practices, plans, activities, protocols, courses, resource materials and instruction.

9.2 The Board will ensure that the First Nation has an opportunity to be meaningfully involved in the Board's recruitment and hiring process for school-based personnel whose positions have a significant impact on First Nation Member Students, including First Nation Support Workers, teachers, education assistants, principals and vice-principals.

10.0 TRANSPORTATION

10.1 The Parties will identify First Nation Students' transportation needs and jointly develop and sign off a Joint First Nation Student Transportation Plan annually to submit in accordance with the First Nation Student Transportation Fund process.

10.2 Once transportation services are agreed to pursuant to an approved Joint First Nation Student Transportation Plan with the First Nation, the Board will not make changes to those services without written agreement of the First Nation.

10.3 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 in accordance with the First Nation Student Transportation Fund process.

10.4 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 recognition of Parents' need to respond to changes to the Joint First Nation Student Transportation Plan.

10.5 The Board acknowledges all available funding sources allocated to boards of education are to be used for educational programs and services, including transportation costs. These funding sources include provincial operating grant funding, the Student Transportation Fund, proxy transportation funding as included in the First Nation Student Rate, and funding from the First Nation Student Transportation Fund.

10.6 The Parties acknowledge that requests for funding for capital acquisition for a replacement bus or a new bus for a new route will be made through the established Ministry Bus Acquisition Program.

10.7 The Board acknowledges it is required to complete the annual BCTEA Joint Transportation Reporting Template to be signed by both the Board and the First Nation.

10.8 The Board agrees that First Nation Students will not be penalized for, and will be supported in the event of, absences or late arrivals due to transportation challenges in the provision of services agreed to in the Joint First Nation Student Transportation Plan.

11.0 REPORTING

11.1 Periodic reports:

a) The Board will provide to the First Nation three times each year:

i. attendance rates, consisting of the number of monthly absences in relation to non-Indigenous students, Indigenous students living off reserve, and First Nation Students;

ii. the number of non-Indigenous students, Indigenous students living off reserve, and First Nation Students enrolled in Alternate Programs, online learning programs and courses, secondary courses and ungraded programs;

iii. the number of and a summary of the nature of the designation of First Nation Students captured in the Unique Student Needs Supplement (Tables 4a, 4b, 9b and 11 of the Operating Grants Manual);

iv. the number of Early School Leavers and information on supports implemented to prevent early leaving; and

v. the number of suspensions and expulsions of First Nation Students and information on supports implemented to prevent suspensions and expulsion.

11.2 Annual Report:

a) By January 31 of each year, the Board will produce and provide to the First Nation an annual report outlining the provision of educational programs to First Nation Students under this Model LEA for the previous School Year, including the content in the periodic report set out in section 11.1, as well as:

i. the audited financial statements;

ii. the Indigenous Education Targeted Funding year-end financial report;

iii. the financial statement discussion and analysis report; and

iv. measures of success of non-Indigenous students, Indigenous students living off reserve, and First Nation Students through aggregate results for achievement including but not limited to the following:

1. attendance rates, consisting of the number of monthly absences and number of students absent for more than 18 days per year;

2. percentage of students who are on track or extending for literacy and numeracy in grades 4 and 7 in the Foundations Skills Assessment;

3. participation rates for the Foundations Skills Assessments;

4. the September and February enrolment counts;

5. five and six-year completion (graduation) rates;

6. six-year completion (graduation) rates without the Adult Dogwood;

7. number of students awarded an Evergreen (School Completion) Certificate;

8. five and six-year completion (graduation) rates for students in an Alternate Program without an Adult Dogwood;

9. number of school-age students awarded an Adult Dogwood, and the number of adult students awarded an Adult Dogwood;

10. participation rates for each math course for grades 10 to 12;

11. course completion rates for students taking online learning courses provided by the Board;

12. data related to literacy and numeracy assessments required for graduation purposes for successful transition to post-secondary education;

13. number of students involved in school-organized extracurricular programs and activities; and

14. percentage of students who transition into British Columbia public post-secondary institutions within one year of graduation to:

    a. community colleges;

    b. Institutes;

    c. research-intensive universities; and

    d. teaching-intensive universities.

12.0 COMMUNICATION

12.1 The Parties will establish agreed upon means for the successful and effective implementation of this Model LEA, which may include, but not be limited to, regular meetings and contact through newsletters, email and other correspondence, as appropriate.

12.2 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 collaborate to 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 applying to post-secondary education.

12.3 The Board will encourage functions and meetings, such as parent-teacher interviews, to be held in the community, where possible and at the invitation of the First Nation.

13.0 TUITION FEES

13.1 The First Nation will pay to the Board the Tuition Fees for First Nation Students attending Schools operated by the Board and for whom the First Nation has received Tuition Funding from Canada.

13.2 The Parties acknowledge that funding is generated for the Board through the provincial funding allocation system and other provincial processes based on the enrolment of First Nation Students attending a School operated by the Board.

13.3 The Board will not charge the First Nation a greater amount for the per Full Time Equivalent First Nation Students attending a School operated by the Board than the First Nation Student Rate.

13.4 For greater certainty, the Parties agree that the First Nation is responsible for paying only those Tuition Fees for which it received Tuition Funding from Canada according to the approved First Nation Student Rate and approved Nominal Roll and, unless otherwise agreed, the First Nation will not be responsible for paying any amounts for which it does not receive Tuition Funding from Canada, or which exceed the First Nation Student Rate.

13.5 The Parties confirm that the enrolment of First Nation Students as of September 29 will be verified through the Joint Verification Process.

13.6 To complete the Joint Verification Process under section 13.5, the First Nation will submit the Nominal Roll to Canada and include the signed document confirming the Joint Verification Process has been completed and agreement reached concerning the Full Time Equivalent number of the First Nation Students.

13.7 The Parties agree that Tuition Fees payable for each School Year will be paid by the First Nation to the Board according to the payment schedule of the funding agreement or arrangement between the First Nation and Canada, and the First Nation will notify the Board of that schedule once it is determined.

13.8 In the event of a School closure due to a labour dispute, the Tuition Fees will be returned to the First Nation on a pro-rated basis determined by the number of days the School is closed.

13.9 The Parties agree that Tuition Fees under this Model LEA will be paid as set out in section 13.1, except where:

a) a First Nation Student has withdrawn from an educational program operated by the Board at least one month before the payment date specified by the First Nation under section 13.7; or

b) a First Nation Student has transferred to a First Nation School or a BC Independent School at least one month before the payment date specified by the First Nation under section 13.7,

in which case, any further Tuition Fees for that First Nation Student will be held by the First Nation to be used for Tuition Fees for the First Nation School or BC Independent School that the First Nation Student has transferred to, or to support the continued education of the First Nation Student in support of their potential re-entry into a B.C. Public School, First Nation School or BC Independent School in the future.

13.10 The Board and the First Nation will meet before the invoice for the final Tuition Fee payment set out in section 13.7 is issued to mutually confirm any adjustments due to changes in student enrolment over the course of the School Year in accordance with this Model LEA.

13.11 The Board will provide the First Nation with a draft of the invoice referenced in section 13.10 at least 30 days in advance of the meeting.

13.12 Educational programs or services that are in addition to those included in Tuition Fees may be provided by the Board as agreed to by the Parties.

13.13 Where Canada is late in providing Tuition Funding to the First Nation:

a) the First Nation will notify the Board of the delay in receiving the funding in a timely manner; and

b) the Board will not charge interest to the First Nation on any amount that is outstanding due to Canada's late provision of funding.

13.14 If the First Nation elects to no longer directly receive Tuition Funding from Canada to administer under this Model LEA for the following School Year, the First Nation will notify the Board by April 1.

13.15 If the First Nation is not directly receiving Tuition Funding from Canada to administer under this Model LEA, sections 13.1, 13.3, 13.4, and 13.7 to 13.14 do not apply.

14.0 EXCEPTIONAL CIRCUMSTANCES

14.1 The Parties recognize that in exceptional circumstances or a human or natural emergency, such as the COVID-19 health pandemic or environmental disaster events, First Nations have and are likely to experience disproportionate and distinct impacts as a result of circumstances such as remoteness, vulnerabilities and capacity.

14.2 In the event of exceptional circumstances or a human or natural emergency that impact the provision of in-class learning, the Board will work collaboratively with the First Nation to identify and accommodate First Nation Students' continued education and transportation needs through the development of a jointly signed-off plan for the continuation of education of First Nation Students.

15.0 IMPLEMENTATION, MONITORING, REVIEW: LEA OVERSIGHT TEAM

15.1 The Parties will, within 60 days of the application of this Model LEA, establish a joint LEA Oversight Team responsible for overseeing the implementation, ongoing monitoring and review of this Model LEA, with representation from the First Nation, the Board, and each School at which a First Nation Student attends.

15.2 The Parties will jointly develop terms of reference for the LEA Oversight Team within 90 days of the application of this Model LEA, which will become a Schedule to this Model LEA, and which will include:

a) the membership of the LEA Oversight Team;

b) the roles and responsibilities of the LEA Oversight Team, which may include managing the implementation of this Model LEA and delegating tasks as appropriate;

c) a process for identifying First Nation Member Students who are not on the Nominal Roll;

d) a plan for developing and finalizing an LEA implementation plan for approval by the Parties within a specified timeframe and which, upon approval, will be appended to this Model LEA; and

e) reporting requirements.

16.0 PERSONAL INFORMATION

16.1 Personal information disclosed by the Board to the First Nation in accordance with this Model LEA may be disclosed pursuant to s. 33(2)(x) of the *Freedom of Information and Protection of Privacy Act*.

16.2 The First Nation will make reasonable arrangements to maintain the security of Personal Information disclosed under this Model LEA and in its custody, by protecting it against such risks as unauthorized access, collection, use, disclosure, or disposal.

16.3 The First Nation will advise the Board immediately of any circumstances, incidents, or events which, to its knowledge, have jeopardized or may in the future jeopardize the security of Personal Information disclosed under this Model LEA.

17.0 DISPUTE RESOLUTION

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

17.2 Where there is a dispute between the Parties, the Parties agree they will attempt to use any and all available means to resolve the dispute at the organizational level closest to which the dispute first arises before referring the dispute to senior level representatives.

17.3 The Parties agree to endeavour to resolve issues or disputes that may arise out of this Model LEA, or its implementation, in a manner that fosters an improved, ongoing and respectful relationship between the Board and the First Nation.

18.0 TERM & AMENDMENT

18.1 The term of this Model LEA will be 3 years, beginning July 1, 20___ and ending June 30, 20___.

18.2 The Parties will meet at least 180 days in advance of the end of this Model LEA to discuss a negotiated LEA.

18.3 Notwithstanding section 18.1, the First Nation may terminate this Model LEA by providing notice to the Board, with such termination to be effective at the end of the School Year and with no less than 60 days' notice.

19.0 NOTICES

19.1 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, email 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 emailed with confirmation of sending:

If to the First Nation:

FIRST NATION
"Address"
City
Postal Code
Email

If to the Board:

The Secretary-Treasurer
School District
"Address"
City
Postal Code
Email

20.0 GENERAL

20.1 This Model LEA will be governed by, and construed in accordance with, the laws of the Province of British Columbia.

20.2 This Model LEA will be to the benefit of, and binding upon, the Parties and their respective successors and assigns.

20.3 The Appendices, if any, form part of this Model LEA.

20.4 In this Model LEA:

a) unless it is otherwise clear from the context, a reference to a "section" means a section of this Model LEA;

b) headings and sub-headings are for convenience only, do not form a part of this Model LEA and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Model LEA;

c) unless otherwise provided, a reference to a statute includes every amendment to it, every regulation, including ministerial order, made under it and amendment made to such regulation, and any successor legislation;

d) unless it is otherwise clear from the context, the use of the singular includes the plural and the use of plural includes the singular; and

e) where one Party is mentioned in a provision of this Model LEA, this will not be interpreted as implying or inferring any obligation on or acknowledgment by any Party not mentioned in that provision.

20.5 The Parties acknowledge that this Model LEA is to be construed as upholding the rights of Indigenous peoples recognized and affirmed by section 35 of the Constitution Act, 1982, and not as creating, amending, defining the nature and scope of, or abrogating or derogating from those rights.

APPENDIX A: DEFINITIONS

1.0 DEFINITIONS

The following definitions apply to the Model LEA:

"Adult Dogwood" means a British Columbia Adult Graduation Diploma, that may be issued by the Minister under the *School Act*, to an adult student who meets the graduation requirements as set out in Ministerial Order M164/96, the Student Credentials Order.

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

"BC Independent School" means an independent school as defined in the *Independent School Act [RSBC 1996] c. 216*.

"BC Public School" means any public schools in British Columbia, operated by a board of education or francophone education authority as defined in the *School Act*, providing kindergarten to grade 12 education.

"Board Authorized Courses" has the same definition as in Ministerial Order M285/04, the Board Authorized Course Order.

"Children and Youth in Care" has the same definition as "child in care" in the *Child, Family and Community Service Act* [RSBC 1996] c. 46.

"Dogwood Diploma" means the British Columbia Certificate of Graduation, that may be issued by the minister under the *School Act* and as described in Ministerial Order M164/96, the Student Credentials Order, and, for greater clarity, does not include an Adult Dogwood.

"**Early School Leaver**" means:

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

- a First Nation Student who has 15 unexcused absences in a month, has missed 75% in any school month, or has missed 40% of a term or semester.

"Evergreen (School Completion) Certificate" means a School Completion Certificate, provided to a student with disability or diverse ability who has an IEP and who is enrolled in an educational program that is not designed to meet the graduation requirements, as set out in Ministerial Order M164/96, the Student Credentials Order.

"First Nation Member Student" means a student enrolled in a School who is identified in accordance with section 15.2(c) as a member of the First Nation, and includes both First Nation Students and students who are not Ordinarily Resident On Reserve of the First Nation.

“First Nation School” means a school located on-reserve and operated and administered by one or more First Nations in British Columbia, and providing education at one or more of the kindergarten 4, kindergarten, elementary or secondary levels, and includes First Nation Independent Schools operating pursuant to the *Independent School Act* [RSBC 1996] c. 216.

“First Nation Student” means a student who is Ordinarily Resident On Reserve of the First Nation in British Columbia and is eligible to be on the Nominal Roll.

“First Nation Student Rate” means the education costs for a First Nation Student attending a School in the School District, as calculated annually by the Ministry in consultation with FNESC and Canada.

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

“Freedom of Information and Protection of Privacy Act” means the *Freedom of Information and Protection of Privacy Act*, RSBC 1996, c. 165.

“Full Time Equivalent” means the full time equivalent as calculated in Canada’s Nominal Roll Instructions.

“Independent School Act” means the *Independent School Act,* RSBC 1996, c 216.

"Indigenous Education Targeted Funding" means operating funding provided to the Board by the Ministry targeted for school age students of self-identified Indigenous ancestry under section 106.4 of the *School Act*.

“Individual Education Plan” **or “IEP”** means an individual education plan designed for a student as set out in Ministerial Order M638/95, the Individual Education Plan Order.

“Informed Consent” means a person’s agreement to allow something to happen, particularly and especially after thoughtful consideration, and after receiving all relevant information that is not unreasonably withheld. In the context of this Model LEA, Informed Consent includes, as applicable, that a person be informed of:

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

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

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

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

“LEA Guiding Principles” means the LEA Guiding Principles developed by the Province, Government of Canada and FNESC, pursuant to Schedule H of the BCTEA.

“LEA Oversight Team” means the team established by the Parties under section 15.1.

“Learning Update Order” means Ministerial Order M184/23, the Learning Update Order.

“Minister” means the Minister of the Ministry.

“Ministry” means the provincial ministry described in section 167 of the *School Act* with responsibilities for kindergarten to grade 12 education in British Columbia.

"**Nominal Roll**" means the Nominal Roll as defined in BCTEA.

“Operating Grants Manual” means the document issued by the Ministry that provides a detailed description of the operating grant formula in place for a School Year, and which is updated annually and released on or before March 15 every year.

"Ordinarily Resident On Reserve" means Ordinarily Resident On-Reserve as defined in BCTEA.

“Parent” means, in respect of a student:

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

“Personal Information” has the same meaning as in the *Freedom of Information and Protection of Privacy Act*.

“**Student Transportation Fund**” means a grant provided to boards annually since 2016, to assist with improving transportation services for students.

“School” means a school as defined in the *School Act*, operated by the Board.

“School Act” means the *School Act*, RSBC 1996, c. 412.

"**School District**" means the area created or constituted under the *School Act* or a former Act as School District #____.

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

“Tuition Fees” means the fees which the First Nation pays to the Board for the purchase of education programs and services for First Nation Students in the School District at the First Nation Student Rate.

“Tuition Funding” means the Tuition Funding received by the First Nation from Canada for the education of the First Nation Students of the First Nation which is invoiced as Tuition Fees by the Board as per the First Nation Student Rate.