



Upper Nicola is a proud, inclusive Syilx Community working together to promote Suxwtxtem, teach our Captikwl and committed to building foundations through En'owkin'wixw.

LOCAL EDUCATION AGREEMENT



Success for ALL Learners ~ Today and Tomorrow

THIS AGREEMENT made and entered into this 27th day of AUGUST 2025 shall be effective from the 1st day of August, 2025.

BETWEEN:

THE UPPER NICOLA BAND

(hereinafter called the "First Nation")¹

AND:

THE BOARD OF EDUCATION

SCHOOL DISTRICT NO. 58 NICOLA-SIMILKAMEEN

(hereinafter called the "Board")

(collectively called the "Parties")

WHEREAS

- A. The Upper Nicola Band, for the purpose of this agreement, asserts an inherent right to ensure equity maxims over all matters related to the social justice of Relations of syilx ancestry within the Upper Nicola Band jurisdiction.
- B. Section 35(1) of the Constitution Act, 1982, recognizes and affirms Aboriginal Rights of the Aboriginal people of Canada.
- C. British Columbia is duty-bound to uphold the honour of the Crown and its constitutional obligations and is committed to implementing the UN Declaration through the Declaration Act and its Action Plan.
- D. On July 1, 2018, the Province of British Columbia, the Government of Canada and the First Nations Education Steering Committee entered into the BC Tripartite Education Agreement ("BCTEA"), agreeing to work together to make systemic shifts to support successful educational outcomes of all First Nation Students, regardless of where they live or are enrolled in school in British Columbia, through the provision of high quality and culturally relevant elementary and secondary educational programs and services, and supported by funding that is responsive to unique needs of First Nation Students, First Nation Schools and communities.
- E. The parties to the BCTEA recognize Local Education Agreements ("LEAs") as an integral part of the delivery of education services to On-Reserve First Nation students attending BC Schools, as they are

an important mechanism for building relationships between First Nation communities and boards of education and schools to support improved First Nation student outcomes.

- F. The Parties recognize that the signing of this LEA 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 Peoples* (the "UN Declaration") and the Truth and Reconciliation Commission (TRC) *Calls to Action* for reconciliation. In addition, the Parties agree that this approach intends to follow British Columbia's *Draft Principles that Guide the Province of British Columbia's Relationship with Indigenous Peoples*.
- G. The Board has the authority, under section 86 (3) of the *School Act*, to enter into agreements with a Council of a Band as defined in the federal *Indian Act*, RSC, c. I-5, or the council of an Indian band established by another Act of the government of Canada, with respect to the education of First Nations Students.
- H. The First Nation, pursuant to its inherent jurisdiction over educational matters, has the authority and responsibility for the education of First Nation Students and desires to ensure that all its students have access to and receive quality education that is respectful and reflective of their unique culture and history.
- I. The Parties agree that the principals, teachers and other staff in School District #58 (Nicola-Similkameen) have a central and important role to play in the provision of quality education programs and services and in the implementation and effectiveness of a LEA.
- J. The Parties wish to enter into this Agreement to set out the terms and conditions regarding the purchase of education services by the First Nation for the First Nation's Students.
- K. Upper Nicola does not agree with the Ministry's Interpretation and use of "Indigenous", First Nations applies to this Agreement.
- L. Upper Nicola Band will be represented on the Indigenous Education Council as per the Indigenous Education Policy, which came into effect August 16, 2024.

THEREFORE, the Parties agree as follows:

1.0 PURPOSE

- 1.1 The Parties agree that the purposes of this Agreement are to:
 - a) Confirm the mutual commitment of the Parties, and acknowledge the important role of Schools, to build a positive, effective, collaborative and constructive relationship to improve Upper Nicola Band Students' educational outcomes and achieve high levels of First Nation Student success, graduation and transition to post-secondary education and training, or employment;
 - b) While the Local Education Agreement applies specifically to educational services for On-

Reserve Students, both Upper Nicola Band and the Board of Education are working towards improving educational outcomes for all students, whether they are On-Reserve or Off-Reserve.

- c) Set out the roles and responsibilities of the Parties and School(s) to meet the purposes and objectives of this Agreement, consistent with the BCTEA; and
- d) Serve as a core shared accountability mechanism for both the First Nation and the Board regarding the education of First Nations Students in School District 58 (Nicola-Similkameen).

2.0 GUIDING PRINCIPLES

2.1 The Parties will be guided by the following principles:

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.

Upper Nicola Band Students' Access to Quality Education

- d) Upper Nicola Band 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 Parties 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's 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, and be approved by the District through ongoing consultation and or collaboration with Upper Nicola Band or its designate.
- 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 on the Rights of Indigenous Peoples* apply to First Nations education.
- m) 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.

Parental Choice

- n) Parents, in accordance with District policy and procedures, have the right to decide where their children will be enrolled to receive the benefit of an education program.
- o) Access to First Nation culture and Nsyilxcen language programs will be considered when responding to parent choice requests

Student Safety

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

Shared Accountability and Data-Sharing

- q) LEAs are more than a mere financial transaction and serve as a core shared accountability mechanism for both Upper Nicola Band and Nicola Similkameen's Board of Education regarding Upper Nicola Band's students' education in the BC Public Schools.
- r) Timely and relevant data is required to inform decision-making to support Upper Nicola Students.
- s) The effectiveness of this agreement will be enhanced through regular joint reviews focused on identifying and implementing opportunities for improvement.

3.0 RESPONSIBILITIES & COMMITMENTS

3.1 The Board agrees to:

- a) Ensure that Upper Nicola Band students have equitable access to educational programs, including Nsyilxcen instruction, in the School District, and to continue to strive towards high levels of Upper Nicola student success in educational programs;
- b) Approve locally developed courses that promote an understanding of and appreciation for the history, Nsyilxcen language and culture of Upper Nicola Band.
- c) Promote the offering of, and enrollment in, English First Peoples 10, 11 and 12 and BC First Peoples 12 and Contemporary Indigenous Studies 12, or any successor courses for all students;
- d) Promote the offering of and enrollment in Nsyilxcen 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 Upper Nicola Band and Indigenous language learning educators and experts;
- e) Support principals and teachers in effectively delivering educational programs referred to in sections 3.1 (b), (c) and (d);
- f) Ensure that Schools support Upper Nicola Band Students to participate in extracurricular and sports activities;
- g) Ensure teachers provide information to Parents regarding their child's educational program (e.g. course selection process, reporting periods, report cards, as required by the *School Act*);
- h) Communicate details of this Agreement, including its purpose, objectives and principles, with school personnel, in particular principals and teachers;

- i) Give annual direction to principals regarding the implementation of this Agreement, as appropriate;
- j) In accordance with other processes for selecting stakeholder representation, including Upper Nicola Band representation on District committees. These committees include: Framework for Enhanced Student Learning, Policy, and Indigenous Education.

3.2 The Upper Nicola Band agrees to:

- a) Promote the active participation and involvement of Parents and other community members of the 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) Encourage and support Upper Nicola Band students to participate in extracurricular and sports activities;
- c) Subject to receiving Tuition Funding from Indigenous Services, pay the Board the Tuition Fees received from the federal government as agreed to and set out in this Agreement; and

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

- a) Work with the Education Manager to develop and implement strategies to keep Upper Nicola Students in school and maintain and implement the Attendance Protocol;
- b) In the case of an Early School Leaver, work with the Education Manager to collaborate on a plan that best meets the educational needs of that Upper Nicola student;
- c) List courses, including English First Peoples and locally developed Board/Authority Authorized courses, in the course selection document;
- d) Promote and support First Nation cultural activities, including National Indigenous Peoples Day activities, in Schools within the School District;
- e) Promote and support effective professional development focused on Upper Nicola Band's history, language (Nsyilxcen) and culture;
- f) Communicate details of this Agreement, including its purpose, objectives and principles, with school personnel, and in particular principals and teachers; and

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

4.0 EDUCATIONAL RESOURCES

- 4.1 The Parties agree to, individually, together, and with Schools, make all efforts to:
- a) Introduce more locally culturally relevant educational resources and activities in all subject areas for all students, such as through Board/Authority Authorized courses, and for events and ceremonies that take place at a School; and
 - b) Offer English First Peoples 10, 11, and 12, BC First Peoples 12 and Contemporary Indigenous Studies 12 and residential schools' curriculum;
- 4.2 The Parties will, with the Upper Nicola Band providing leadership and direction through the Education Manager, work together to address the local history of the Indian residential school system and the Sixties Scoop through the development and implementation of local curriculum, materials and resources, as well as through professional development opportunities, in a sensitive and appropriate manner. Our District Principal for Indigenous Education will oversee this work for the school district.
- 4.3 The Parties will work in partnership to develop and implement Nsyilxcen language programs.
- 4.4 With regard to intellectual property rights, the Parties acknowledge Article 31 of the UN Declaration:
- Article 31 1. Indigenous peoples have the right to maintain, control, protect and develop their cultural heritage, traditional knowledge and traditional cultural expressions, as well as the manifestations of their sciences, technologies and cultures, including human and genetic resources, seeds, medicines, knowledge of the properties of fauna and flora, oral traditions, literatures, designs, sports and traditional games and visual and performing arts. They also have the right to maintain, control, protect and develop their intellectual property over such cultural heritage, traditional knowledge, and traditional cultural expressions. 2. In conjunction with indigenous peoples, States shall take effective measures to recognize and protect the exercise of these rights.
- 4.5 Consistent with Article 31 of the UN Declaration, the Parties agree that:
- a) Upper Nicola Band retains any intellectual property and copyrights of any curriculum content developed in collaboration or cooperation with them regarding their First Nations 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 staff's professional development purposes; and
 - c) any other proposed or intended use requires written consent from Upper Nicola Band.

5.0 DOGWOOD GRADUATION

- 5.1 The Board and the Upper Nicola Band will encourage and support each Upper Nicola Band

student in achieving the Dogwood Diploma.

- 5.2 For greater clarity, the Board will ensure the intentional or unintentional streaming or marginalization of Upper Nicola Band students is not tolerated and that each and every capable Upper Nicola Band student is placed in an educational program that leads to graduation with a Dogwood Diploma and a full range of opportunities, such as training, post-secondary education and employment.
- 5.3 The Board and the Upper Nicola Band will ensure Upper Nicola Band students, and their Parents are provided with timely information about the implications of a Dogwood Diploma, as compared with the Adult Dogwood Diploma and other school leaving certificates, to support informed decision-making by those Upper Nicola Band Students and Parents.
- 5.4 The Board will ensure there is appropriate and timely (i.e. early) counselling support for career and post-secondary education planning available to Upper Nicola Band Students.

6.0 IDENTIFICATION OF UPPER NICOLA STUDENTS REQUIRING SPECIALIZED ASSESSMENT

- 6.1 In order to ensure that Upper Nicola students are appropriately identified as requiring individualized educational supports, the Board will ensure that School(s) work with the Education Manager and Parents to ensure appropriate and transparent ongoing level B assessments of First Nation Students to identify those who may require more formal level C and/or medical assessment. The Education Manager will consult with the HeadStart Program to identify students who may be in need of these assessments and will share this information with the school principal, where the student will register.
- 6.2 In particular, the Board and Upper Nicola Band will jointly review and determine the criteria and processes used for the identification of Upper Nicola Band Kindergarten students who may require assessment and additional supports or services, recognizing that early identification is necessary to promote student success, and, for an Upper Nicola Band student who is identified as having unique needs before entering a School, the Upper Nicola Band students' assessment and programming information will be requested immediately upon enrollment to permit appropriate and effective planning and implementation of appropriate supports.
- 6.3 In cases where an Upper Nicola Band student is identified as likely having an exceptionality upon enrolment in Kindergarten, or when transferring into a School at a later grade level, or when an Upper Nicola Band student has an obvious exceptionality that has not been previously assessed, the Board will ensure there is a timely, not to exceed two weeks, determination of the need for assessment, and provide a support plan.

7.0 SPECIAL EDUCATION ASSESSMENT AND PLACEMENT

- 7.1 The Parties agree that specialized assessment and planning for Upper Nicola Band students will follow the School District referral process, and the Ministry of Education and Childcare's [Inclusive Education Services - A Manual of Policies, Procedures and Guidelines](#), as amended

from time to time.

7.2 For greater clarity:

- a) prior to the designation of an Upper Nicola Band student, a medical or psychoeducational assessment must be completed, with parental consent, that identifies the Upper Nicola Band Student as requiring supports and services;
- b) prior to modifying an Upper Nicola Band student to an Evergreen Certificate path, a psychoeducational assessment or medical assessment must be completed, with parental consent, and must identify the Upper Nicola Band student as having a significant intellectual disability; and
- c) the results of the assessment must be provided to and discussed with the Parent of that Upper Nicola student, the school-based team, Education Manager and Indigenous Student Advocate as may be designated by the Upper Nicola student's Parent.

8.0 DESIGNATION OF STUDENTS

8.1 As soon as practical after an Upper Nicola Band student has been identified as having an inclusive education designation:

- a) appropriate supports and services will be identified in order to ensure that the Upper Nicola Band student obtains an education that is most appropriate for him or her, and in an inclusive educational program;
- b) the assessment results and educational services to be provided to the Upper Nicola Band student and designate will be outlined in an Individual Education Plan (IEP), which must be completed with parental consent and involvement, for the purpose of assisting the school team (Student Support Teacher) to provide supports and services for the Upper Nicola student;
- c) an Upper Nicola Band student will take an active role in the design of their IEP whenever possible;
- d) documentation supporting the designation of the Upper Nicola Band student and changes in educational programming must be provided to the Parent and Education Manager as may be designated by the First Nation's Student 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 school will make every effort to ensure that the Upper Nicola Band student's needs are fully met through the development of a

learning plan and when possible, include notification of the Education Manager.

- 8.2 IEPs for students with designations will be developed with high and appropriate expectations for achievement and meaningful success.
- 8.3 The Board will ensure the school(s) work with Parents and, with their consent, Upper Nicola Band's Education Manager, to:
 - a) collaboratively identify any adaptations made to an Upper Nicola Band Student's educational program;
 - b) ensure that any modifications are made to an Upper Nicola Band student's educational program only when supported by specialized assessment and only with the Informed Consent in writing of the Upper Nicola Band student's parent, or their designate; and
 - c) if an Upper Nicola Band student is on an Evergreen Certificate path, ensure that the Upper Nicola Band student's program: is documented in an IEP; is determined to be meaningful to the student, and includes clear transition goals into adult services.
- 8.4 When requested, the Parent and designate, of the Upper Nicola Band student will have every opportunity to meet with school staff about the IEP and the First Nation Student's educational program within a reasonable timeframe, and no later than two weeks after the request has been made to school personnel.
- 8.5 The Board will ensure that School(s) provide each Upper Nicola Band student who has a designation with relevant and meaningful learning activities, in accordance with the student's IEP.
- 8.6 Upper Nicola students' progress reports as outlined in their IEP must be provided to the Parent and support staff as designated by the Upper Nicola Band student's parent, according to the same student progress reporting schedule as followed by the School and, in any event, not less than at the end of each term during the placement.
- 8.7 The Board will ensure that Parents are advised:
 - a) of their right to request changes be made to the IEP plan and implementation, as well as a review of the student's graduation path;
 - b) that if the Parent wishes to request a change in a program 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 District Staff, or the Education Manager.
- 8.8 The Parties agree that IEPs are not intended to be static and will be reviewed and revisited at least bi-annually in collaboration with the Upper Nicola Band Student and his or her parent or

designate, and the IEP will be either:

- a) Updated;
- b) Revised; or
- c) Concluded, where it is determined that the Upper Nicola Band student no longer requires an IEP.

8.9 For greater certainty, the Parties agree that an IEP will only be put in place under sections 8.1 and 8.2 and it will only be updated, revised or concluded under section 8.8 where the prior Informed Consent of the Parent has been obtained.

8.10 The Parties agree that Individual Education Plans for Upper Nicola students will be recognized and used as part of the planning process when those students transition between N'kwala School and/or other schools.

9.0 VULNERABLE STUDENT PLACEMENT

9.1 The Board will ensure that School(s) work with Parents and the Education Manager to identify Vulnerable Students and, where identification of an Upper Nicola Band student as a Vulnerable Student is supported by evidence and demonstrated need, that a Student Learning Plan (SLP) will be created with parental consent and involvement, as well as any designate /Education Manager support and reviewed each reporting period, for that First Nation Student.

10.0 CHILDREN IN CARE

10.1 The Board will ensure meaningful and holistic learning plans, supports, and transition plans are identified and provided for Children in Care.

10.2 The Board will ensure Student Support Teachers are designated to be responsible for maintaining communications with the Education Manager regarding Children in Care who are Upper Nicola Band students.

10.3 The Parties will make best efforts to work with Scw'exmx Child and Family to ensure appropriate supports are implemented to assist Upper Nicola Band students who are Children in Care.

11.0 STUDENT CONDUCT & SAFETY

11.1 The Parties will confirm policies, practices and other appropriate measures to create a safe learning environment, including safety from racism (students and staff), discrimination, indifference, bias, marginalization, bullying and stereotyping for all students attending the School(s).

11.2 With written consent of an Upper Nicola Band Student's Parent, the Board will notify the Education Manager of disciplinary action and potential escalation of disciplinary action in

relation to that Upper Nicola Band student, and, upon request share with the Upper Nicola Band a copy of all correspondence related to the discipline of the student by the school administrator.

- 11.3 The Board will consider traditional First Nations practices and direct Schools to take a team approach with Upper Nicola Education Manager or designate when dealing with general disciplinary issues involving Upper Nicola students.

12.0 CULTURAL AWARENESS & HIRING IN THE SCHOOL DISTRICT

- 12.1 The Board, in cooperation with Upper Nicola Band, agrees to promote greater awareness and inclusion of and respect by all School District staff and contractors for Upper Nicola's language (Nsyilxcen), culture and history through its policies, practices, plans, curriculum and instruction.
- 12.2 As per the BC Tripartite Education Agreement, at least one non-instructional day per year will be focused on enhancing First Nations Students' outcomes through professional development.
- 12.3 The Board will ensure that the Upper Nicola Band has an opportunity to be meaningfully involved in the School District's recruitment and hiring process for personnel, and particularly those positions that have a significant impact on Upper Nicola students, including Indigenous Student Advocates, Indigenous District Principals, principals and vice-principals. An email invite to each interview is sent out by the Director of Human Resources or designate to Upper Nicola Band representatives. The representative(s) may choose to decline the invitation.

13.0 TRANSPORTATION

- 13.1 In order to access First Nations Transportation Fund, the Parties will identify Upper Nicola Band students' transportation needs 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 that Upper Nicola Band students have reliable and safe transportation services to the relevant School, including contingency measures for unexpected circumstances.
- 13.2 The Board agrees that, once transportation services are implemented pursuant to an approved Joint First Nation Student Transportation Plan with Upper Nicola Band, the Board will not make changes to those services without the written agreement of the First Nation.
- 13.3 As per Schedule G of BCTEA, in the event that the Parties determine they need to revise their Joint First Nation Student Transportation Plan, and that the revisions require further funding, they may submit a revised plan to the tripartite First Nations Student Transportation Committee.
- 13.4 Where the Parties make amendments to their Joint First Nation Student Transportation Plan, or agree to changes in transportation services, they will ensure that Parents receive notice within a reasonable time in order to respond to any such changes.
- 13.5 The Board agrees that Upper Nicola Band students will not be penalized and will be supported in

the event of absences or late arrivals due to transportation challenges.

14.0 REPORTING

14.1 Periodic reports:

- a) The Board will provide to Upper Nicola Band, for all students On or Off-Reserve, with signed consent forms, three times each year that align with school reporting dates:
 - i) the number of Upper Nicola students enrolled in alternate programs, secondary courses and ungraded programs;
 - ii) a summary of the number and nature of Upper Nicola Band students with IEPs placed in Modified or Adapted programs;
 - iii) the number of Early School Leavers and information on supports implemented to prevent early leaving;
 - iv) the number of expulsions of Upper Nicola Band students and information on supports implemented to prevent expulsion;
 - v) attendance rates
 - vi) For Primary students, PM Benchmark Data (collected twice a year).
 - vii) Names of Intermediate and Secondary students who are succeeding at the 50%-60% range; and

14.2 Annual Report:

- a) In July of each year, the Board will produce and provide to Upper Nicola Band an annual digital report outlining the provision of educational programs to students under this Agreement, including the content in the Periodic Report, as well as:
 - i) financial reports related to this Agreement, which are prepared by the Board in the regular course of its operation and which include a copy of the audited financial statements;
 - ii) a complete financial report on the Targeted Indigenous Education Funding, Additional Funding and Special Education Funding, including ELL, which includes:
 - a. the number of staff employed using Targeted Indigenous Education Funding, Additional Funding and Special Education Funding and designated to work with First Nation students;
 - b. the proportion of the staff's time spent working directly with First Nation

Students; and

c. the staff's duties and responsibilities;

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

1. attendance rates;
2. percentage of students who are on track or extending for reading, writing and numeracy in grades 4 and 7 in the Foundations Skills Assessment;
3. participation rates for the Foundations Skills Assessments;
4. grade to grade transition rates;
5. student retention rates;
6. graduation and six-year graduation rates;
7. proportion of students awarded a BC School Completion Certificate;
8. Six-year completion (graduation) rate for students in an Alternate program;
9. grades 10 to 12 math course participation rates;
10. data related to assessments required for graduation purposes and other supports for successful transition to post-secondary education;
11. Diploma Verification Records for those student in the Graduation Program years; and
12. Intermediate and Secondary Students, who are succeeding at the 50-60% range in core subject areas.

14.3 The Board and Upper Nicola Band will share two Nominal Roll student counts (September 30 & February 28) with the Ministry each school Year.

14.4 The Board will share with Upper Nicola Band its annual report to the Ministry on the spending of all First Nation 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.

14.5 Subject to the *Freedom of Information and Protection of Privacy Act*, upon request, the Board will provide Upper Nicola Band 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.

14.6 Upper Nicola Band may initiate the implementation of any formalized option agreed upon by FNEC and British Columbia, which may include an Information Sharing Protocol between the Board and Upper Nicola Band, to facilitate the provision and use of available First Nation student-specific data.

15.0 COMMUNICATION

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

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

- 15.2 The Parties recognize the need for effective and ongoing communication with Parents in the support of their child's successful education experience, and the Parties will advise Parents of opportunities for input and involvement in their child's education, such as course selection dates, reporting periods, parent-teacher interviews, application deadlines and procedures for post-secondary education, etc.
- 15.3 The Parties will encourage functions and meetings, such as parent-teacher interviews, to be held in the community.
- 15.4 The Parties will encourage the Board of Trustees and Local Chiefs to meet on an annual basis. Education Managers and Coordinators will be invited to attend this meeting.

16.0 TUITION PAYMENT

- 16.1 For eligible First Nation Students on the Nominal Roll attending Schools operated by the Board on September 30th, and for whom the First Nation has received Tuition Funding from Indigenous Services Canada, Upper Nicola Band will pay to the Board the Tuition Fees amount in accordance with section 16.0 of this Agreement.
- 16.2 The Board will not charge Upper Nicola Band a greater amount for the First Nation Students attending a School within the School District than the First Nation Student Rate.
- 16.3 For greater certainty, the Parties agree that Upper Nicola Band is responsible only for Tuition Funding received from Indigenous Services for the Tuition Fees of the First Nation's Students according to the approved First Nations Student Rate and approved Nominal Roll. Unless otherwise agreed, the First Nation will not be responsible for paying any amounts for which it does not receive funding from Indigenous Services, or which exceed the First Nation Student Rate.
- 16.4 The Parties agree that the September 30th Nominal Roll enrolment will be verified by:
 - a) Upper Nicola Band; and
 - b) the Secretary-Treasurer of the Board.
- 4.7 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 and the published First Nation Student Rate.
 - a) 10% on or before September 30;

- b) 30% on or before December 31;
- c) 30% on or before March 31; and
- d) 30% on or before June 30.

The finalized Nominal Roll is not available until after September 30th; therefore, the prior year's Nominal Roll will be used until actual numbers are published, at which point a reconciliation will be done.

The finalized First Nation Student Rate is not available in the Spring; therefore, the previous year's First Nation Student Rate will be used until the current year's rate is published, at which time a reconciliation will be done.

- 16.5 In the event of a school closure due to a labour dispute, the Tuition Fees will be equitably adjusted by the agreement of the Parties and returned to Upper Nicola Band for the benefit of Upper Nicola Band's students in the same manner as occurs with the Ministry of Education.
- 16.6 The Parties agree that additional services or programs not contemplated by this Agreement may be provided by the Board through agreement by the Parties on the terms and costs for such service(s) and/or program(s).
- 16.7 Where Indigenous Services Canada is late in providing Tuition Funding to the First Nation,
 - a) the First Nation will notify the Board of the delay in receiving funding; and
 - b) the Board will not charge interest to Upper Nicola Band on any amount that is outstanding due to Indigenous Services' late provision of funding.

17.0 IMPLEMENTATION, MONITORING, REVIEW: LEA OVERSIGHT COMMITTEE

- 17.1 The Parties hereby establish a joint LEA Oversight Team, which will consist of the Education Manager, Band Council Representative, Band Administrator, Superintendent of Schools, and District Principal of Indigenous Education, responsible for overseeing the implementation of this Agreement.
- 17.2 The Parties agree to jointly develop terms of reference for the LEA Oversight Team within 20 days of the signing of this Agreement, which will become a Schedule to this Agreement, and which will include:
 - a) the membership of the LEA Oversight Committee;
 - b) the roles and responsibilities of the LEA Oversight Committee (e.g. managing the

implementation of this Agreement, including delegating tasks as appropriate, as well as analyzing the periodic and annual reports to recommend next steps);

c) a requirement that the LEA Oversight Committee develop and finalize an LEA implementation plan for approval by the Parties within a specified timeframe and which, upon approval, will be appended to this Agreement;

d) the relationship of the LEA Oversight Team with the Indigenous Education Council; and

18.0 DISPUTE RESOLUTION

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

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

18.3 The Parties agree to endeavour to resolve issues or disputes that may arise about this Agreement, or its implementation, in a manner that fosters an improved, ongoing and respectful relationship between the Board and Upper Nicola Band.

19.0 TERM & AMENDMENT

19.1 The term of this Agreement will be 5 years, beginning August 1st, 2025 and ending July 31st, 2030, unless the Parties agree, in writing, to:

a) terminate the Agreement; or

b) renew the Agreement, with or without amendments.

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

20.0 NOTICES

20.1 All correspondence shall be considered official provided it is delivered personally, by registered mail, or via email with a corresponding "read receipt", addressed:

If to the Board:

Board of Education,
School District No. 58 (Nicola-Similkameen)
PO Box 4100, Merritt, B.C., V1K 1B8

Upper Nicola Band:

Chief and Council
Upper Nicola Band
General Delivery
Douglas Lake, BC
VOE 1S0

21.0 GENERAL

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

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

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

21.4 The Parties acknowledge that:

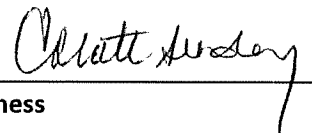
- a) nothing in this Agreement, or in the negotiation of this Agreement, or in any prior document leading to this Agreement, in any way defines or amends, recognizes, affirms, or denies the existence of, or in any way limits Aboriginal or treaty rights of the First Nation; and
- b) this Agreement is without prejudice to the rights of the Parties and Upper Nicola Band with respect to such matters.

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


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


Chief Dan Manuel
Upper Nicola Band

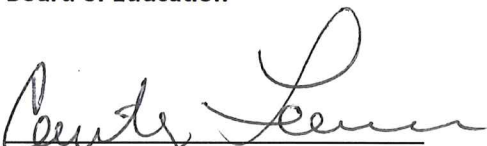
in the presence of:


Witness

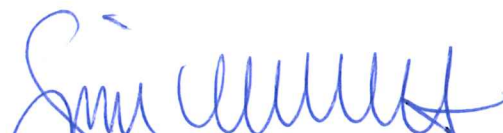
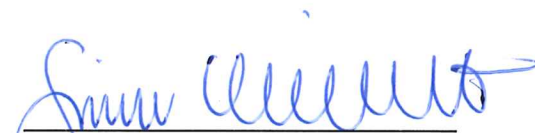
SIGNED on behalf of the BOARD OF EDUCATION



Gordon Swan, Chairperson
Board of Education



Courtney Lawrance
Superintendent


Witness
Witness

APPENDIX A: DEFINITIONS

1.0 DEFINITIONS

The following definitions apply to the Agreement:

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

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

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

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

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

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

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

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

“Early School Leavers” means: any First Nation Student leaving school prior to the completion of Grade 12, including students who are expelled; or a student who has 15 unexcused absences in a month, has missed 75% in any school month, or has missed 40% of a term or semester; where the Early Leaver

Prevention Plan has been unsuccessful and the First Nation Student has no Individual Education Plan. Equity Maxims, a phrase meant to represent the cornerstones of the law of equity.

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

“Extra-curricular and sports activities” are activities that are considered outside of the curricular responsibility of the District and, as a result, are not funded through District or School dollars.

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

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

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

“Indigenous Education Council” (IEC) means a council established by a board of education or school district, comprised primarily of representatives from First Nations within the school district, to provide advice to improve outcomes for Indigenous students. The IEC is established under the requirements of the Indigenous Education Council Policy that came into effect on August 16, 2024. Local First Nations can appoint up to two representatives, Non-Local First Nations can appoint one representative, and the IEC makeup must reflect the Indigenous makeup of the student body, meaning Metis representation is a requirement.

“Indigenous Services, IS, ISC or DISC” means the federal department of Indigenous Services.

“Indigenous Student Advocate” (ISA) means unionized school district employees who work with First Nations, Metis, and Inuit students and families to support better educational outcomes. ISAs are supervised by the School Principal as well as the District Principal of Indigenous Education. We have a Human Rights exemption that allows the District to give preference to individuals who identify as First Nations, Metis, or Inuit.

“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.

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

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

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

“Level B Assessment” means standardized tests that require specific training for administration, scoring and interpretation. These assessments are completed by Student Support Teachers in our schools.

“Level C Assessment” means individually administered tests of intelligence, personality tests, and projective methods. The use of these tests is restricted to a person who is registered with the College of Psychologists, with special training in school psychology; or a person with a Master's degree in school/educational psychology or a related field with a focus on school psychology and qualifications that meet the standard for membership in the British Columbia Association of School Psychologists.

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

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

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

“Nominal Roll” means the annual census of eligible students living on-reserve and attending elementary/secondary school as of September 30.

“Operating Grants Manual” means the provincial manual, as amended from time to time, that sets out the provincial funding formula that comprises a student basic allocation plus supplementary grants to determine school district allocations.

“Ordinarily resident on-reserve” means that the student usually lives at a civic address on reserve, is a child in joint custody who lives on reserve most of the time or is staying on reserve and has no usual home elsewhere. Students continue to be considered ordinarily resident on reserve if they return to live on reserve with their parents, guardians or maintainers during the year, even if they live elsewhere

while attending school or working at a summer job. (In this context, reserves are deemed to include all land set aside by the federal government for the use and occupancy of an Indian band, along with all other Crown lands which are recognized by Canada as settlement lands of the Indian band of which the student is a resident.

“Parent” means, in respect of a student:

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

“School” or School(s)” means and includes any school operated by the Board.

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

“School District” or “District” means the area constituted under the *School Act* as School District #58.

“Student Learning Plan (ILP)” is an education plan developed by the School-Based Team for a student who does *not* meet the criteria for an IEP but is considered to be a Vulnerable Student.

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

“Targeted Aboriginal Education Funding” means the funding provided to the School District by the Ministry of Education targeted for school age students of Indigenous (First Nations, Metis, and Inuit) ancestry participating in Indigenous Education Programs and Services offered by public schools, which must be spent on the provision of these programs and services.

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

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

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

** And any other definitions the Parties may agree are necessary.*

