

THIS AGREEMENT made and entered into this 26th day of September, 2022 shall be effective from the 1st day of September 2022.



BETWEEN:

THE NUXALK NATION

(hereinafter called the “Nuxalk Nation”)

AND:

THE BOARD OF EDUCATION

SCHOOL DISTRICT NO. 49 (CENTRAL COAST)

(hereinafter called the “Board”)

(collectively called the “Parties”)



WHEREAS

- A. On July 1, 2018, the Province of British Columbia, the Government of Canada and the First Nations Education Steering Committee entered into the BC Tripartite Education Agreement (“BCTEA”), agreeing to work together to make systemic shifts to support successful educational outcomes of all First Nation Students, regardless of where they live or are enrolled in school in British Columbia, through the provision of high quality and culturally relevant elementary and secondary educational programs and services, and supported by funding that is responsive to unique needs of First Nation Students, First Nation Schools and communities.
- B. The parties to the BCTEA recognize Local Education Agreements (“LEAs”) as an integral part of the delivery of education services to First Nation students attending BC Schools, as they are an important mechanism for building relationships between First Nation communities and boards of education and schools to support improved First Nation student outcomes.
- C. In furtherance of this, the parties to the BCTEA developed Guiding Principles for LEAs and this Provincial LEA to serve as a standard LEA for First Nations and boards of education and apply, at the request of a First Nation, where there is no existing LEA between a First Nation and a board of education.
- D. The Province of British Columbia enacted the *Declaration on the Rights of Indigenous Peoples Act* (Declaration Act) on November 28, 2019 which affirms the application of the *United Nations Declaration on the Rights of Indigenous People* (UN Declaration) to the laws of British Columbia and requires the provincial government to 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.
- E. The Parties acknowledge, in particular, article 14 the UN Declaration, which 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.

- F. The Parties acknowledge the Government of British Columbia's *Draft Principles that Guide the Province of British Columbia's Relationship with Indigenous Peoples* (May 2018) ("10 Principles"), which:

"...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."

- G. The Parties recognize that the signing of this LEA is a step consistent with the Province of British Columbia's implementation of the UN Declaration, as well as 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*.
- H. 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.
- I. The Nuxalk Nation, pursuant to its inherent jurisdiction over educational matters, has the authority and responsibility for the education of Nuxalk Students and desires to ensure its students all have access to, and receive, quality education that is respectful and reflective of their unique culture and history.
- J. The Parties agree that the principals, teachers, and other staff in School District #49 (Central Coast) 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.
- K. The Parties wish to enter into this Agreement to set out the terms and conditions regarding the purchase of education services by the Nuxalk Nation from the Board for Nuxalk Nation's Students.
- L. The Parties recognize that in an emergency, such as the COVID-19 health pandemic, Indigenous Peoples have and are likely to experience disproportionate and distinct impacts as a result of their circumstances, such as remoteness, vulnerabilities, and capacity.

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 Nuxalk Nation's Students' educational outcomes and achieve high levels of student success, graduation and transition to post-secondary education and training, or employment.
- b) Set out the roles and responsibilities of the Parties and Schools to meet the purposes and objectives of this Agreement; and
- c) Serve as a core shared accountability document for both Nuxalk Nation and the Board regarding the education of Nuxalk Nation's Students in School District #49 (Central Coast).

2.0 GUIDING PRINCIPLES

2.1 The Parties will be guided by the UN Declaration and recognize 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 be guided by the following principles:

Nuxalk Nations' Central Role in Education

- a) Nuxalk Nation 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 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) Nuxalk Nation has control of, and decision-making responsibility for, the education of their membership.
- c) The Nuxalk Nation has a central role in the education of their students, regardless of where they attend school.

Nuxalk Nation's Access to Quality Education

- d) Nuxalk Nation's 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

- e) First Nations education in British Columbia is highly complex, engaging federal, provincial and Nation authorities, roles and responsibilities and, therefore, requiring collaboration and cooperation to ensure that all Nuxalk Nation's Students are supported to achieve successful education outcomes.
 - i. The Board will actively lobby the Minister of Education and actively support the efforts of the Nuxalk Nation to ensure there is Nuxalk representation on the Board of Education.
- 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 for Nuxalk Nation's Students
- g) The Parties have a shared interest and priority in supporting excellence in First Nations education, including supporting Nuxalk Nation's 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, as expressed in the TRC's Calls to Action and the UN Declaration:
 - i. The United Nations Declaration on the Rights of Indigenous Peoples provide a set of standards to support Nuxalk Nation's goals in education for their members
 - ii. The TRC Calls to Action provides a Framework for reconciliation that must inform the relationships and collaboration between the parties
- i) Quality education for Nuxalk Nation's Students includes standards, programs, services, school supports and investments that provide appropriate tools and resources aimed at achieving successful outcomes and achievements, while addressing their unique needs.
- j) Curriculum, materials, and resources will meaningfully reflect Nuxalk Nations' culture, values, language, and traditions, as approved and determined by Nuxalk Nation 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 have the right to decide where their children will be enrolled to receive the benefit of an education program.

School Community Safety

- o) Nuxalk Students have a right to feel safe at school, on all school property, and all school sponsored events, including safety from racism (students and staff), indifference, bias, marginalization, bullying and stereotyping.
- p) All School Community members have the right to feel safe, including safety from abusive language

Shared Accountability and Data-Sharing

- q) LEAs are more than a mere financial transaction and serve as a core shared accountability mechanism for both parties.
- r) Timely and relevant data is required to inform decision-making to support Nuxalk Nation's Students.
- s) The Nuxalk Nation agrees that maximum educational opportunities and benefits for their children enrolled in School District #49 will be best achieved through regular and ongoing consultation and agreement between Nuxalk Nation and the Board; the effectiveness of this agreement, enhanced through quarterly joint reviews focused on identifying and implementing opportunities for improvement each school year, will increase capacity of success for Nuxalk Nation Students.

3.0 RESPONSIBILITIES & COMMITMENTS

3.1 The Board agrees to:

- a) Ensure Nuxalk Nation's Students have equitable access to educational programs, including language instruction in the School District, and will continue to strive towards high levels of success for their children in District Educational Programs and Services.
- b) **Approve educational resource materials** that promote an understanding of, and appreciation for, Nuxalk Nation's history, language and culture including required curriculum on the residential school experience.
- c) Promote and offer 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 and offer of, and enrollment in, Nuxalk Nation's recognized Language courses that fall in line with the Minister's mandate to develop new First Nations history curriculum, develop full-course offerings in Local 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 Nuxalk Nation and their language learning educators and experts;
- e) Support principals and teachers in effective delivery of educational programs referred to in sections 3.1 (b), (c) and (d).
- f) Consistent with the *Declaration Act*, the UN Declaration, the Province's 10 Principles, the TRC Calls to Action and the purpose and guiding principles of BCTEA, spend Indigenous Education (Targeted) Funds on Indigenous Education Programs and Services identified through the direct involvement of and joint sign off by Indigenous communities working with the Board to support the success of Indigenous Students;
- g) Ensure all schools support, and when targeted funds allow funding for, Nuxalk Nation's Students to participate in extracurricular activities and sporting events.
- h) Ensure teachers provide information to Parents regarding their child's educational program (e.g., course selection process, reporting periods, report cards, as required by the *School Act*).
- i) Communicate details of this Agreement on a regular basis throughout each school year, including its purpose, objectives, and principles, with school personnel, in particular principals and teachers.
- j) Give direction to principals regarding the implementation of this Agreement, as appropriate each school year
- k) Spend Aboriginal Education (Targeted) Funds on Aboriginal Education Programs and Services identified through the direct involvement of Aboriginal communities working with the Board to support the success of Aboriginal Students.
- l) Increase holistic approaches that are both recognized and practiced by Nuxalk Nation Students to increase success in all areas throughout the district and enhance formal education experiences
- m) Increase the number of Nuxalk Nation Graduates who earn both a quality Dogwood to keep all future career options a reality for choice and align themselves with the mastered skills that will add value to future development throughout their community
- n) Agrees to provide parity of access and opportunity to Nuxalk Nation Students in a manner consistent with Board practices for all students enrolled in Educational Programs in the School District
- o) Include the involvement of the Nuxalk Nation Education Liaison, or designate, at all Board committees that set policy, and/or have a financial impact on Nuxalk Nation Students,

including Policy Development, Education Programs/Services, Aboriginal Programs, Student Support Services, Human Resources, Operations & Facilities, and Budget Advisory.

- p) Provide an annual contract, the amount to be specified each school year, for the hiring of a Nuxalk Nation Education Liaison to fill the purpose of liaison between the School District and Nuxalk Nation, as specified in the annual contract
- q) District Policies and Classroom Curriculum reflect a positive view of Nuxalk Nation cultural goals, values, and tradition
- r) Provide to Nuxalk Nation a report on student progress quarterly using the BC Ministry of education LEA Reporting Template as a Framework to present information
- s) Provide Nuxalk Nation, on an annual basis, aggregate data on student achievement upon request that may include the Early Development Inventory, Foundation Skills Assessment, Ministry Reports, etc.
- t) Agrees to provide the school calendar to the Nuxalk Nation Offices as soon as these dates are ratified by the Board
- u) Agrees to share the staff attrition each year with Nuxalk Nation for the purpose of collaboration and make meaningful efforts to increase the percentage of staff who self-identify as Aboriginal Ancestry, with priority given to qualified Nuxalk Members, in all employable areas within the School District
- v) Based on the premise of the Board being responsible to meet the educational programming and support needs of all Nominal Role Students, should a Nuxalk Nation Student drop out, be suspended, or expelled from a District #49 School, and should the student wish to continue with an Educational Program via correspondence, distance education, tutorial support, or other appropriate educational activities, that the Board agrees to cover the financial costs of supporting Nuxalk Nation Student in accordance with the School Act.

3.2 The Nuxalk Nation agrees to:

- a) Promote both the active and respectful participation and involvement of Parents and other community members in the education of their children, including any available processes or forums in the School District (such as parent clubs and other committee processes) and School District or School activities.
- b) Encourage and support Nuxalk Nation's Students to participate in extracurricular activities and sporting events.
- c) Subject to receiving Tuition Funding from Indigenous Services Canada, pay the Board the Tuition Fees received from the Federal Government as agreed to and set out in this Agreement
- d) Have an appointed representative, the Nuxalk Nation Education Liaison or designate, both

- attend and participate in district planning processes through the District Aboriginal Education Council
- e) Provide the Board, each year, with names of Nuxalk resource people having expertise in cultural, educational, governmental, health, language, land-based practices
 - f) Provide an annual contract, the amount to be specified each school year, for the hiring of a Nuxalk Nation Education Liaison to fill the purpose of liaison between the School District and Nuxalk Nation, as specified in the annual contract
- 3.3 Consistent with the purposes, principles and objectives of this Agreement, the Board, in making available an educational program to Nuxalk Nation's Students, will:
- a) Work with Nuxalk Nation, to develop and implement strategies that will both keep Nuxalk Nation's Students engaged in school learning and increase overall student attendance rates to 90% average
 - b) In the case of an Early School Leaver, work with Nuxalk Nation to collaborate on a plan that best meets the educational needs for their student and implement a life-skills educational program if it is preferable for the student
 - c) Create and provide Nuxalk Nation with a full-list of secondary level courses, including English First Peoples and locally developed Board/Authority Authorized courses, in the course selection handbook each year
 - d) Promote and support Nuxalk Nation's cultural events/activities in Schools within the District.
 - e) Promote, support, and fund professional development opportunities for all District Staff focused on Nuxalk Nation's history, language, and culture.
 - f) Work with Nuxalk Nation, and the Aboriginal Education Council where applicable, on how to effectively use Targeted Aboriginal Education Funding, including relevant surpluses, to support Nuxalk Nation's Student needs and improved learning outcomes.
- 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 district staff as needed to fulfil that commitment.
- 4.0 EDUCATIONAL RESOURCES**
- 4.1 The Parties agree to, individually, together, and with Schools, make best efforts to:
- a) Increase local culturally relevant educational resources and activities in all subject areas for all students, such as through Board/Authority Authorized courses, and for events and ceremonies that takes place at a School with emphasis on the Nuxalk Nation
 - b) prioritize English First Peoples 10, 11 and12, BC First Peoples 12 and Contemporary Indigenous Studies 12 and residential school curriculum with emphasis on the Nuxalk

Nation where available as per the new graduation requirement mandated by the Ministry of Education

- 4.2 The Parties will, with Nuxalk Nation providing leadership and direction, work together to address the history of the Indian residential school system through the development and implementation of curriculum, materials, and resources, and through professional development opportunities, in a sensitive and appropriate manner.
- 4.3 The Parties will work in partnership to develop and implement Nuxalk Nation's recognized language programs for educational purposes in schools.
- 4.4 With regard to intellectual property rights, the Parties acknowledge article 31 of UN Declaration:

Article 31 1. Indigenous peoples have the right to maintain, control, protect and develop their cultural heritage, traditional knowledge, and traditional cultural expressions, as well as the manifestations of their sciences, technologies, and cultures, including human and genetic resources, seeds, medicines, knowledge of the properties of fauna and flora, oral traditions, literatures, designs, sports, and traditional games and visual and performing arts. They also have the right to maintain, control, protect and develop their intellectual property over such cultural heritage, traditional knowledge, and traditional cultural expressions. 2. In conjunction with indigenous peoples, States shall take effective measures to recognize and protect the exercise of these rights.

- 4.5 Consistent with article 31 of UN Declaration, the Parties agree that:
 - a) Nuxalk Nation retains any intellectual property and copyrights of any curriculum content developed in collaboration or cooperation with them regarding their languages, cultural heritage, traditional knowledge, and traditional cultural expressions.
 - b) the use of such information is intended to be for instructional purposes only at a local level and for the school district's staff's professional development purposes; and
 - c) any other proposed or intended use requires written consent from Nuxalk Nation.
- 4.6 The Local Education Committee will participate in the hiring process for any contract personnel hired to develop curricula both where and when Nuxalk Nation's Students are involved
- 4.7 The parties agree to collaboratively provide personnel and/or identify resource people to assist with:
 - a) Curriculum Development
 - b) Professional Development on Local Cultural Awareness
 - c) Coordinating the delivery and implementation of local curriculum
 - d) Work experience and apprenticeship programs

5.0 DOGWOOD GRADUATION

- 5.1 The Board will first and foremost encourage and support Nuxalk Students to achieve an 80 credit Dogwood graduation certificate and will ensure any intentional or unintentional streaming or marginalization of Nuxalk Students is not tolerated.

- a) The Board will ensure both district and school annual plans include results-based language to:
- i. Increase the number of Nuxalk Nation Graduates each year
 - ii. Increase the number of Nuxalk Nation Graduates with skills of value in the development of the Nuxalk Community
- 5.2 The Board will ensure every capable Nuxalk student is placed in an educational program that leads to both a graduation with a Dogwood Diploma and provides a full range of opportunities after successful completion of Grade 12 graduation.
- 5.3 The Board and the Nuxalk Nation will ensure Nuxalk Students and their Parents are provided with information about the implications of a Dogwood Diploma, as compared with the Adult Dogwood Diploma and other school leaving certificates, to support informed decision-making by those Students and Parents.
- 5.4 The Board will ensure there is appropriate and timely counselling support for career and post-secondary education planning available to Nuxalk Students.
- 6.0 IDENTIFICATION OF FIRST NATION STUDENTS REQUIRING SPECIAL EDUCATION ASSESSMENT**
- 6.1 To ensure Nuxalk Students are appropriately identified as requiring special education supports, the Board will ensure School(s) work with both Nuxalk Nation and Parents to confirm appropriate and transparent informal assessments of Nuxalk Students to identify those who may require more formal special education assessment.
- 6.2 The Board and the Nuxalk Nation will jointly review and determine the criteria and processes used for the identification of Kindergarten Nuxalk Students who may require assessment and additional supports or services, recognizing that early identification is necessary to promote student success.
- The Board and the Nuxalk Nation will work together to develop and implement appropriate criteria and processes for identifying Nuxalk Students who may require either special accommodations or adapted conditions for Provincial Exams recognizing early identification and intervention is necessary to promote success.
- 6.3 In cases where a Nuxalk Student is identified as having a special need before entering a district school, the student's assessment and programming information will be requested immediately upon enrollment to provide appropriate and effective planning, and implementation of relevant interventions.
- 6.4 In cases where a Nuxalk Student is identified as likely having diverse abilities or a disability upon enrolment in kindergarten, or when transferring into a School at a later grade level, or has an obvious disability that has not been previously assessed, the Board will ensure there is a timely determination of the need for assessment and/or intervention plan.
- 6.5 In cases where a Nuxalk Student has undergone an advanced assessment, such as a psycho-

education assessment, the results of the assessment and the plan to provide additional supports and services will be discussed with the parents, and if consent by parent is provided, with Nuxalk Nation Representatives.

7.0 SPECIAL EDUCATION ASSESSMENT AND PLACEMENT

- 7.1 The Parties agree that special education assessment and placement of, or timetable changes or new timetables for, Nuxalk Students will follow the School District referral process, and the Ministry of Education, *Special Education Services: A Manual of Policies, Procedures and Guidelines*, as amended from time to time.
- 7.2 Placement of Nuxalk Nation students in Special Education Programs will occur only after the following steps have been completed:
- a) prior to the placement of a Nuxalk Student in a special education program, an educational psychology assessment must be completed, with the Parents' Informed Consent, that identifies the student as requiring supports and services;
 - b) prior to diversion of a Nuxalk Student to an Evergreen Certificate path, an educational psychology assessment must be completed, with parental consent, and must identify the student as having an intellectual disability; and,
 - c) the results of the educational psychology assessment of a Nuxalk Student must be provided to and discussed with the Parent, the school-based team, and Nuxalk Nation support staff as may be designated by the Parent.
- 7.3 The Board will collaborate with Nuxalk Nation to deliver public information sessions regarding Individual Education Plans a minimum of once per school year at a community location determined by Nuxalk Nation
- 7.4 The Board will ensure schools inform parents, and when consent has been provided representatives of Nuxalk Nation, about the course selection and student placement of Nuxalk Students in any district school and/or program
- a) Nuxalk Nation students will receive equal priority in the course selection process at all schools
 - i. Nuxalk Students will not be denied a placement in any course that will earn them official credits towards their Graduation Program leading to a Dogwood Certificate
 - ii. Where a Nuxalk Student is nineteen years of age or older, and meets adult learner criteria for the school, and is considered a continual learner towards their dogwood, and where that student has demonstrated the willingness to attend regularly and has demonstrated a reasonable work ethic, such students shall be provided equal opportunity in course selection processes when there is available room in the course.

8.0 SPECIAL EDUCATION PROGRAMMING

- 8.1 As soon as a Nuxalk Student has been identified having diverse abilities or a disability:
- a) appropriate supports and services will be both identified and implemented by the district and/or the school to ensure the student obtains an education program that is appropriate for his or her needs in a regular classroom environment as much as possible;
 - b) the assessment results and educational services to be provided to the student will be outlined in an Individual Education Plan (IEP), which must be completed with parental consent and involvement, for the purpose of assisting school staff to provide supports and services for the student;
 - c) the student will take an active role in the design of their IEP to the maximum extent that their developmental level and ability permit, noting that factors affecting participation in the development of an IEP will include: age, level of maturity, and capacity for sustained deliberation based on awareness of possibilities and consequences;
 - d) a written report stating the reason for placement of the student, and the educational opportunities gained and lost by such placement, must be provided to the Parent and Nuxalk Nation if parent consents;
 - 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 the district and/or school will collaborate with Nuxalk Nation and make every effort to ensure the student's needs are fully met.
- 8.2 In developing an Individual Education Plan for Nuxalk students both the standards and expectations will be appropriate to achieve all regular curricular competencies and/or outcomes supported with resources provided by the district/school.
- 8.3 The Board will ensure the District/School(s) work with Parents, and with the Parents' Informed Consent, with the Nuxalk Nation to:
- a) collaboratively identify any adaptations made to a Nuxalk Student's educational program;
 - b) ensure that any modifications made to a Nuxalk Student's educational program only occurs when necessary and/or only when adaptations have been attempted and have proven insufficient to meet the student's needs, and only with the informed consent in writing of the parent, or their designate;
 - c) ensure that if a Nuxalk Student has been put on a non-Diploma Evergreen Certificate path, the student's program:
 - i. is documented in an IEP;

- ii. wherever possible, aligns as closely as possible with a graduation diploma program; and,
 - iii. supports learning outcomes that match, as closely as possible, the learning outcomes of the applicable course even when modified.
 - 8.4 When requested by the parent, and where appropriate and feasible by the Nuxalk Student, a meeting to discuss the student's education program will be provided within a reasonable timeframe that is no later than two weeks after the request has been made to school personnel.
 - 8.5 The Board will ensure Nuxalk Student's achievements in a special education program and/or Evergreen Certificate Path are provided to both the parent and Nuxalk support staff, as designated by the parent, according to the same student progress reporting schedule as followed by the school.
 - 8.6 The Board will ensure that parents are advised:
 - a) of their right to request a change to the placement of a Nuxalk Student who is in a special education program and/or on an Evergreen Certificate path; and
 - b) that if the parent wishes to request a change in a placement decision, they may file such a request in accordance with applicable Board bylaws, policies and/or procedures; and
 - c) where the parent files a request, the parent may request and receive support in the process from the Nuxalk Nation and/or other support delegates.
 - 8.7 The Parties agree that Individual Education Plans are not intended to be static and will be both reviewed and revisited at least bi-annually in collaboration with the Nuxalk Student and his or her parent where the Individual Education Plan will be either updated, revised, or concluded
 - 8.8 The Parties agree that individual education plans for Nuxalk Students with special needs will be recognized and used as part of the planning process when those students transition between schools.
- 9.0 VULNERABLE STUDENT PLACEMENT**
- 9.1 The Board will ensure that School(s) involve both the Parents and the Nuxalk Nation to identify Vulnerable Students, and where identification is supported by evidence and demonstrated need an Individual Learning Plan will be both created and regularly reviewed with parental consent and involvement.
 - a) District/School will collaborate with Nuxalk Nation staff to identify the necessary learning supports and interventions to be provided by the district/school
 - b) District/School will collaborate with Nuxalk Nation staff to develop and implement an Adapted Program where appropriate

10.0 CHILDREN IN CARE

- 10.1 The Board will ensure appropriate supports are identified and learning plans developed and implemented for all Nuxalk Children in Care.
 - a) Plans will identify supports for literacy, numeracy, social emotional learning, and cultural connections
- 10.2 The Board will ensure appropriate staff are designated to be responsible for maintaining regular communications with the Nuxalk Nation regarding Nuxalk Children in Care.
- 10.3 The Parties will make best efforts to work with relevant agencies to ensure appropriate supports are implemented to assist Nuxalk 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 for Nuxalk students attending district schools, including safety from racism (students and staff), discrimination, indifference, bias, marginalization, bullying, and stereotyping will be both reviewed on an annual basis and in collaboration appropriately amended when required
- 11.2 With written consent of a Nuxalk Student's Parent the Board will notify the Nation of any disciplinary action and/or potential escalation of disciplinary action for the student, and in all cases, provide a copy of all correspondence related to the discipline of the Student by the School administrator to Nuxalk Nation Representative(s)
- 11.3 The Board will direct Schools to take a team approach with Nuxalk Nation's Education representatives when dealing with general disciplinary issues involving Nuxalk Students, which includes school meetings, district meetings, and appeals to the Board

12.0 CULTURAL AWARENESS & HIRING IN THE SCHOOL DISTRICT

- 12.1 The Board, in cooperation with the Nuxalk Nation, agrees to promote a greater awareness and inclusion of, and respect by, all School District staff and contractors for the Nuxalk Nation's unique language, culture and history through its policies, practices, plans, curriculum and instruction.
 - a) The Board will ensure schools collaborate with the Nuxalk Nation each year to learn what local resources are available and that both principals and teachers will make it a priority to utilize district/school funds to first access Nuxalk members/resources to support curriculum at all grade levels
- 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, and to ensure workshops include perspectives of the local territory, collaboration with the Nuxalk Nation will take place each year to create enhanced learning experiences for district leadership and district staff

- a) All district staff will be encouraged to develop a working knowledge of Nuxalk Nation culture
 - b) All district staff to participate in a cross-cultural awareness workshop hosted by the Nuxalk Nation
- 12.3 The Board will provide adequate facilities and professional development support for Nuxalk Language teachers and home school coordinators.
- 12.4 The Board will provide Nuxalk Language and Nuxalk Cultural Programs at Bella Coola Elementary and Nusatsum Elementary School, and Sir Alexander Mackenzie School as agreed to by the Nuxalk Nation
- 12.5 The Board will ensure that the Nuxalk Nation has an opportunity to be both meaningfully involved in the School District's recruitment and have an engaged voice in the hiring process for personnel, and in particular those positions that have a significant impact on the Nuxalk Students, including Home School Coordinators, Classroom Teachers, School Principals/Vice-Principals, and District Leadership.

13.0 TRANSPORTATION

- 13.1 In order to access First Nations Transportation Fund, the Parties will identify Nuxalk Students' transportation needs and jointly develop and submit annually to the tripartite First Nation Student Transportation Committee a Joint Nuxalk Student Transportation Plan setting out how the Parties will ensure Nuxalk Students have reliable and safe transportation services to district schools, including contingency measures for unexpected circumstances.
- a) The district will provide transportation for Nuxalk Students enrolled in district schools as provided for in the School Act of British Columbia and by the Ministry of Education Transportation Guidelines
 - b) The district will provide transportation service to all Nuxalk Nation Reserves within District's catchment
- 13.2 The Board agrees that, once transportation services are implemented pursuant to an approved Joint Nuxalk Student Transportation Plan with the Nuxalk Nation, the Board will not make changes to those services without written agreement of the Nuxalk Nation.
- a) The parties will meet to review the transportation plan prior to May of each year and in collaboration both will determine needs and make amendments where applicable
 - b) As per Schedule G of BCTEA, in the event that the Parties determine they need to revise their Joint Nuxalk Student Transportation Plan, and that the revisions require further funding, they may submit a revised plan to the tripartite First Nations Student Transportation Committee.
 - c) Where the Parties make amendments to their Joint Nuxalk 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.

- 13.3 The Board agrees that Nuxalk Students will not be penalized and that they will be supported in the event of absences or late arrivals due to School District #49 transportation challenges.
- 13.4 The Board agrees that commuting times must be both fair and consistent to all district students, and as such, bus route schedules will be created to ensure no Nuxalk Student is commuting any longer than other district enrolled student each day.

14.0 REPORTING

- 14.1 Periodic reports:
 - a) The Board will provide to the Nuxalk Nation three times each year:
 - i) the number of Nuxalk Students enrolled in alternate programs, secondary courses and ungraded programs;
 - ii) a summary of the number and nature of Nuxalk 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 Nuxalk Students and information on supports implemented to prevent expulsion; and
- 14.2 Annual Report:
 - a) On or before July 15th of each year, the Board will produce and provide to the Nuxalk Nation an annual report outlining the provision of educational programs to Nuxalk 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
 - ii) a complete financial report on the Targeted Aboriginal Education Funding, Additional Funding and Special Education Funding, which includes:
 - a. the number of staff employed using Targeted Aboriginal Education Funding, Additional Funding and Special Education Funding and designated to work with Nuxalk Students;
 - b. the proportion of the staff's time spent working directly with Nuxalk Students; and
 - c. the staff's duties and responsibilities.
 - iii) measures of success of Nuxalk Students through aggregate results for achievement including but not limited to the following:

- a. attendance rates;
 - b. percentage of Nuxalk students who are on track or extending for reading, writing and numeracy in grades 4 and 7 in the Foundations Skills Assessment;
 - c. participation rates for the Foundations Skills Assessments;
 - d. grade to grade transition rates;
 - e. student retention rates;
 - f. graduation and six-year graduation rates;
 - g. proportion of Nuxalk students awarded a BC School Completion Certificate;
 - h. Six-year completion (graduation) rate for Nuxalk students in an Alternate program;
 - i. grades 10 to 12 math and sciences course participation rates,
 - j. data related to assessments required for graduation purposes and other supports for successful transition to post-secondary education;
 - k. Diploma Verification Records for Nuxalk students in the Graduation Program Years
 - l. number of Nuxalk Students eligible to move on to post-secondary education
- 14.3 The Board and Nuxalk Nation will share two Nominal Roll student counts (September 30 & February 28) with the Ministry each School Year.
- 14.4 The Board will share with the Nuxalk Nation its annual report to the Ministry on the spending of all Nuxalk 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 Nuxalk Nation community-specific student data to the Nuxalk Nation to help inform them about their Students' progress, and to inform discussions between the Nuxalk Nation and the Board on supporting those Students.
- 14.6 The Nuxalk Nation may initiate the implementation of any formalized option agreed upon by FNESC and British Columbia, which may include an Information Sharing Protocol between the Board and the Nuxalk Nation, to facilitate the provision and use of available Nuxalk 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 will include, but not be limited to, scheduled quarterly meetings, contact through newsletters and other correspondence, and any other collaborative communication practices 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 Nuxalk community.

15.4 The Parties will schedule a minimum of one annual meeting to share relevant information with each other.

16.0 TUITION PAYMENT

16.1 For eligible Nuxalk Nation Students on the Nominal Roll attending Schools operated by the Board on September 30th, and for whom the Nuxalk Nation has received Tuition Funding from Indigenous Services Canada, the Nuxalk Nation will pay to the Board the Tuition Fees amount in accordance with this section of this Agreement.

16.2 The Board will not charge the Nuxalk Nation a greater amount for the Nuxalk Students attending a School within the School District than the First Nation Student Rate.

16.3 For greater certainty, the Parties agree that the Nuxalk Nation is responsible only for Tuition Funding received from Indigenous Services for the Tuition Fees of the Nuxalk Students according to the approved First Nations Student Rate and approved Nominal Roll. Unless otherwise agreed, the Nuxalk Nation will not be responsible for paying any amounts for which it does not receive funding from Indigenous Services, or which exceeds the First Nation Student Rate.

16.4 The Parties agree the September 30th Nominal Roll enrolment will be verified by:

- a) the Nuxalk Nation; and
- b) the Secretary-Treasurer of the Board.

16.5 The Parties agree that Tuition Fees payable for each School Year shall be paid by the Nuxalk 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) 25% on or before September 30th;
- b) 25% on or before January 31st;
- c) 25% on or before March 31st;
- d) 15% on or before April 30th; and
- e) 10% on or before August 31st.

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

16.7 In the event of unexpected and exceptional circumstances that impact the provision of in-class learning, such as the COVID-19 health pandemic, the Board will work collaboratively with the

Nuxalk Nation to identify and accommodate Nuxalk Student continued learning and transportation needs through jointly signed-off continued learning plans for Nuxalk Student.

- 16.8 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).
- 16.9 Where Indigenous Services Canada is late in providing Tuition Funding to the Nuxalk Nation,
 - a) the Nuxalk Nation will notify the Board of the delay in receiving the funding; and
 - b) the Board will not charge interest to the Nuxalk Nation on any amount that is outstanding due to Indigenous Services' late provision of funding.

17.0 IMPLEMENTATION, MONITORING, REVIEW: LEA OVERSIGHT TEAM

- 17.1 The Parties hereby establish a joint LEA Oversight Team responsible for overseeing the implementation of this Agreement, with representation from the Nuxalk Nation, the School Board, and each school at which a Nuxalk Student attends.
- 17.2 The Parties agree to jointly develop terms of reference for the LEA Oversight Team no later than September 30th each year 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 Team;
 - b) the roles and responsibilities of the LEA Oversight Team (e.g. managing the implementation of this Agreement, including delegating tasks as appropriate);
 - c) a requirement that the LEA Oversight Team develop and finalize an 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 Education Advisory Group; and
 - e) a manual of supports and services.

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 endeavor to resolve issues or disputes that may arise about this Agreement,

or its implementation, in a manner that fosters an improved, ongoing and respectful relationship between the Board and the Nuxalk Nation.

- 18.4 If a dispute in respect of any interpretation of this Agreement arises between the Nuxalk Nation and the Board that is not settled, the parties shall establish a panel consisting of three members called the Dispute Resolution Committee:
 - a) The Nuxalk Nation and the Board will each appoint one member of the Dispute Resolution Committee, and the two of whom shall agree upon the appointment of the third member who shall be the Chair of the Dispute Resolution Committee;
 - b) The Dispute Resolution Committee will convene within ten business days, or such longer period of time as may be reasonably required to appoint the third member of the Dispute Resolution Committee to consider and resolve the dispute;
 - c) The purpose of the Dispute Resolution Committee shall be to resolve as expeditiously as possible any dispute arising under this Agreement so as not to impair progress in the implementation of the provisions of this Agreement.
 - 18.5 All proceedings before the Dispute Resolution Committee shall be informal, and when a dispute is under consideration by the Dispute Resolution Committee, the Dispute Resolution Committee shall determine the manner in which the parties shall proceed to carry out their respective obligations under this Agreement until the dispute is resolved.
 - a) No formal rules of evidence shall apply to proceedings of the Dispute Resolution Committee, however, established legal procedure and evidentiary rules may be used as a guide in conducting the proceedings
 - b) Proceedings of the Dispute Resolution Committee shall not be open to the public
 - 18.6 The Dispute Resolution Committee shall render a written decision to the parties as soon as possible after the conclusion of its proceedings.
 - a) The Dispute Resolution Committee may be required to provide reasons for its decision
 - b) the Dispute Resolution Committee shall decide the extent to which each of the parties shall bear the reasonable costs of resolving any particular dispute
 - 18.7 If the Dispute Resolution Committee is unable to provide a decision the matter will be brought forward to both FNESC and the Ministry of Education (Indigenous Education Office) for support.
- 19.0 TERM & AMENDMENT**
- 19.1 The term of this Agreement will be 5 years, beginning July 1, 2022, and ending June 30, 2027, unless the Parties agree, in writing, to:
 - a) terminate the Agreement; or

- b) renew the Agreement, with or without amendments.
- 19.2 Each Party may suggest improvements and amendments to this Agreement and both Parties agree to discuss such suggestions in good faith with a view to better achieving the purposes of this Agreement.

20.0 NOTICES

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

If to the Nuxalk Nation:

Nuxalk Chief and Council
PO Box 65
Bella Coola, BC
V0T 1C0

If to the Board:

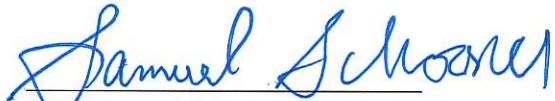
The Secretary-Treasurer
School District #49 (Central Coast)
1163 HWY 20, Bag 130
Hagensborg, BC
V0T 1H0

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 Nuxalk Nation; and
 - b) this Agreement is without prejudice to the rights of the Parties and the Nuxalk Nation 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 NUXALK NATION by its duly authorized Officers



Chief Samuel Schooner



Councillor Melinda Mack



Councillor Rhonda Morton



Councillor Kirsten Milton



Councillor Iris Siwallace



Councillor Crystal Tallio



Councillor Wilma Parr



Councillor Spuxta Nelson



Councillor Jeromy Andy



Councillor James Mack



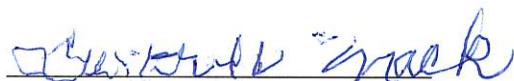
Councillor Marshall Hans Jr



Councillor Blair Mack



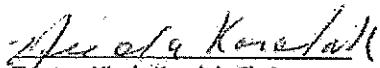
Councillor Terry Webber



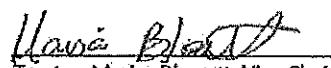
Witness (Nuxalk Nation Signatures)



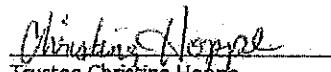
SIGNED on behalf of the SD49 BOARD OF EDUCATION by its duly authorized Officers



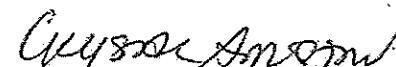
Trustee Nicola Koroluk, Chair



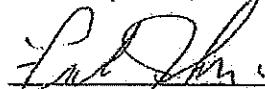
Trustee Marisa Blewett, Vice Chair



Trustee Christina Hoppe



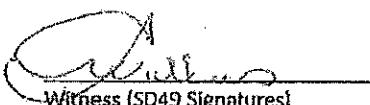
Trustee Crystal Anderson



Trustee Frank Johnsson



Secretary Treasurer SD #49 Helene Zhao



Witness (SD49 Signatures)

APPENDIX A: DEFINITIONS

1.0 DEFINITIONS

The following definitions apply to the Agreement:

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

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

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

"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.

“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.

“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 FNESC 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 FNESC to fund the transportation of First Nation Students to BC Public Schools, commencing in the 2019/20 School Year.

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

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

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

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

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

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

"Minister" means the Minister of Education (BC).

"Ministry" means the Ministry of Education (BC).

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

"Nominal Roll" means the annual census of 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 # ____.

"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 Aboriginal ancestry participating in Aboriginal

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.*