
LOCAL EDUCATION AGREEMENT



LOCAL EDUCATION AGREEMENT

BETWEEN

BANDS OF THE SECWPEPMC NATION

AND



THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 83

**The Board of Education of
School District No. 83 (North Okanagan-Shuswap)**

Effective Date: July 13th, 2017

LOCAL EDUCATION AGREEMENT

Table of Contents

<u>Item</u>	<u>Topic</u>	<u>Page</u>
	Cover	1
	Table of Contents	2
	Interpretation	3
1.0	Definitions	4
2.0	Guiding Principles	6
3.0	Responsibilities & Commitments	7
4.0	Board's Responsibilities	8
5.0	The Band's Responsibilities	9
6.0	Curriculum	10
7.0	School Responsibilities	11
8.0	Identification of Students Requiring Assessment	11
9.0	Special Education Placement	12
10.0	Vulnerable Student Placement	13
11.0	Student Conduct & Safety	13
12.0	Cultural Awareness	14
13.0	Communication	14
14.0	Tuition Payment and Data Collection	15
15.0	Transportation	16
16.0	Default	16
17.0	Access to Resources and Services	16
18.0	Transfer of Students	18
19.0	Dates of Agreement	18
20.0	Dispute Resolution	18
21.0	Notices	20
22.0	References	21
23.0	General	22
	Signature Page	22

LOCAL EDUCATION AGREEMENT

THIS AGREEMENT made and entered into this thirteenth day of July, 2017 shall be effective from the 13th day of July 2017.

BETWEEN:

The Adams Lake Indian Band, Neskonlith Indian Band, Little Shuswap Lake Indian Band, and
Splatsin Band

(hereinafter called the "Bands")

AND

THE BOARD OF EDUCATION OF

SCHOOL DISTRICT NO. 83

(hereinafter called the "Board")

WHEREAS the Band Council(s), within the traditional territory of the Secwepemc Nation, pursuant to their inherent jurisdiction over education and training has the authority and responsibility for the education of its members;

AND WHEREAS the Board has the authority under Section 86 (3) of the *School Act of British Columbia* to enter into agreements with a Council of a Band as defined in the *Indian Act (Canada)* with respect to the education of on-reserve resident Bands students;

AND WHEREAS the Bands and the Board recognize that the Board is the Provincially legislated authority relating to the governance and operation of the public schools, public school personnel and attending students;

AND WHEREAS subject to the provisions of section 86(3)(a) of the School Act of British Columbia, the Band and the Board recognize that an education agreement will give Bands greater participation in and control of Bands education;

AND WHEREAS the Bands and the Board wish to provide educational programs for Band students resident within the school district which are appropriate to their cultural and linguistic

heritage and a continuing source of satisfaction and pride for the Band and for the School District;

THEREFORE, the parties agree as follows:

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

1.0 DEFINITIONS

"Appended Agreements" means agreements made between the Board and individual Secwepemc Bands dealing with issues specific to those Bands and Board. These agreements will be within the spirit and intent of this Education Agreement.

"Bands" as defined in the *Indian Act* (Canada) and is represented by the Band Chief and Council or their representatives.

"BAND Student" means a student who is of First Nations origin who has status as defined by the *Indian Act* (Canada) and who normally resides on reserve land on the Band Indian Reserve and who is enrolled in a school operated by the Board.

"Block Grant" means the funding per student received by the Board from Secwepemc Bands for the education of students in School District No. 83 at the rate set out by the Ministry of Education in its funding allocation system for a given school year.

"Board" means the Board of Education, School District No. 83.

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

"Full Time Equivalent (FTE)" means a Band student who is in attendance at public school and who is:

- a. Of school age as defined in the *School Act*; Kindergarten through Grade Twelve;
- b. Students who are 19 years of age or younger and who have not graduated are considered full-time equivalent;
- c. Meets the requirements of Nominal Roll process.

"INAC" Indigenous Affairs and Northern Development Canada

"Indigenous staff" means persons having Indigenous ancestry employed by the Board.

"Informed Consent" implies parental/guardian understanding of the process of assessment, subsequent placement of a student and the purpose of a referral to Education Coordinators and/or Education Directors.

"LEA" means Local Education Agreement.

"Ministry" means the Ministry of Education.

"Nominal Roll" means the list of those Band students (residing on-reserve) enrolled in an education program in School District #83 as of September 30th.

"Parent/Guardian" means the student's natural parent, legal guardian or a designate, with the written approval of the parent/guardian, singular or plural.

"Part Time Equivalent" means a student who attends an educational program on a part time basis as defined by the nominal roll.

"Programs" means an educational program that defined by the "School Act" or other programs established under the School Act during the term of this Agreement.

"School District" means the area constituted under the *School Act* as School District # 83.

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

"Secwepemc" mean the people of Secwepemculecw who are Indigenous to the area located in the traditional territory.

"The Framework for Enhanced Student Learning" means a public statement of commitment by a Board of Education to improve success for each student in the district as required by the School Act, S. 79.2. and submitted to the Ministry of Education by July 13th of each year.

"Tuition Fees" means the amount of funding (as determined by the Ministry of Education, for the current school year) provided to School District No. 83 by the "Bands" and approved by the

Department of Indigenous Affairs and Northern Development that is intended specifically to fund programs for Bands students.

“Vulnerable” means a student who finds learning more challenging and is susceptible to difficulties in learning as follows: 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.

2.0 GUIDING PRINCIPLES

Subject to the provisions of Section 86 (3) of the *School Act* of British Columbia and any other federal or provincial legislation recognizing Bands’ jurisdiction over education, the Bands and the Board wish to recognize that a Local Education Agreement will afford the Band the opportunity for jurisdiction and greater participation and influence the education of their students’ in Education.

Principles stated here reinforce the importance of Bands Culture and Language in the education of Band students. Principles governing accountability have been added.

- 2.1 Bands’ students have a right to quality education within a safe environment that meets individual needs, and respects and complements Secwepemc culture and traditions shared by knowledgeable cultural resource people who are approved by the bands.
- 2.2 Board policies and regulations will be respectful of local Band cultural goals, values and traditions through Band representation on the District’s Policy Committee.
<http://www.sd83.bc.ca/About%20Us/Policy%20Manual>
- 2.3 Maximizing the educational opportunities and benefits, and promoting success for Bands’ Students, will occur through regular and ongoing engagement between the Board, the Band, and School(s), particularly with Parents, elders and other community members, plus educational stakeholder groups within the School District, including teachers, administrators, and support staff.
- 2.4 Curriculum will include Secwepemc cultural goals, values, language and traditions and will be designed to enhance the learning experience of all students.

3.0 Responsibilities and Commitments

During the term of this agreement the Bands and the Board will work together to achieve the following objectives:

- 3.1 To work diligently to assess the educational needs of Bands' students with their families and arrange the delivery of services that will meet these needs.
- 3.2 Bands' students have a right to feel safe at school, including safety from racism, indifference, bias, marginalization, bullying and stereotyping, which should be supported by a comprehensive code of conduct.
- 3.3 To prioritize the Secwepemc language and culture within School District No. 83.
 - 3.3.1 In consultation with Bands provide Secwepemctsin where appropriate
 - 3.3.2 Bands will approve the traditional knowledge keepers to pass on the cultural teachings, to be updated annually by the bands.
 - 3.3.3 Access to the use of Bands' traditional territory and other gathering/ teaching sites when appropriate approval has been granted.
- 3.4 The Board and schools(s) will ensure each and every capable Band Student is placed in an education that leads to quality Dogwood Graduation and full range of opportunities, such as training, post-secondary education and employment, and that the intentional or unintentional streaming or marginalization of Band Students (e.g. to ungraded courses) will not be tolerated.
- 3.5 The Board will ensure that the Bands' has an opportunity to be meaningfully involved in the School District's hiring process for personnel, in particular those positions that have a significant impact on the Bands students. Priority given to qualified Secwepemc persons.
- 3.6 To actively involve, in collaboration with the Secwepemc, Knowledge Keepers, and other resource people in the school system.
- 3.7 To increase awareness of Secwepemc culture among all students, and to provide for the integration of Secwepemc cultural values as well as information about the Secwepemc people in all curriculum areas.

- 3.8 To work together with other educational stakeholder groups within the school district, including teachers, administrators, and support staff, in order to enhance educational opportunities and promote success for Secwepemc students.
- 3.9 To jointly review the intended outcomes of this LEA during October and February of each year.
 - 3.9.1 The Parties hereby establish a joint LEA Management Team responsible for overseeing the implementation of this agreement, with representation from the Bands, the School District which includes Director of Instruction, Director of Student Services and Director Finance and LEA school-based principals.
 - 3.9.2 The Parties agree to jointly develop terms of reference for the LEA Management Team within 90 days of the signing of this Agreement, to include:
 - 3.9.2.1 The membership of the LEA Management Team;
 - 3.9.2.2 The roles and responsibilities of the LEA Management Team (e.g. managing the implementation of this Agreement, including delegating tasks as appropriate);
 - 3.9.2.3 A requirement that the LEA Management Team develop and finalize an LEA implementation plan for approval by the Parties within the specified timeframe and which, upon approval, will be appended to this Agreement.

4.0 BOARD'S RESPONSIBILITIES

- 4.1 The Board agrees to appoint the District Principal of Indigenous Education and/or designate to lead the implementation of the Local Education Agreement.
 - 4.1.1 The Board will annually consider designating an appropriate percentage of core funding to meet this responsibility. This will be put forward by the Board annually during the budget development process.
- 4.2 The Board agrees to provide access and opportunity to Band Students in a manner consistent with Board practices for all students enrolled in education programs in the School District, and to continue to strive towards high levels of success in educational programs for Band Students.
- 4.3 The Board agrees to provide the school calendar to the Band offices under this agreement, as soon as these dates are known.

- 4.4 Annually provide the Bands with aggregate data on student achievement upon request. This may include the Early Developmental Inventory, Foundation Skills Assessment, Ministry Reports, etc.
- 4.5 Based on the premise that the Board is responsible to meet the educational programming and support needs of all Secwepemc students enrolled in School District No.83 schools for the school year from September to June, should a student drop out, be suspended, or removed from school from a full to part-time basis and continue with an educational program, whether it be correspondence/distance education, tutoring/tutorial or support. School District No.83 agrees to provide the financial costs of supporting that student in accordance with the School Act. The necessary educational and financial arrangements will be made between Bands and the Superintendent's designate.
- The purpose of this clause will be to keep the student engaged and maintain the educational and relational connection in order to provide academic and/or counseling support. If the student is out of school for a short term, the bands will support the student's academic requirements. If a student is out of school for a long term, it will be the Boards' responsibility to ensure student to school connection is maintained.
- The principle of the best interests of the student will guide all decision- making related to this clause.
- 4.6 The Board shall set aside the sum of \$10,000 to support Section 4.5 of this agreement, and shall review annually the utilization of such monies. Adjustments of this fund will be based on input from Band representatives.
- 4.7 Based on the principle of a preventive model, should the bands not access this allotment of funds prior to June of each year; the bands can apply to the District Principal of Indigenous Education to access the funds towards a Band sponsored summer program that supports literacy, academic and cultural programs.
- 4.8 The Board will provide all schools professional development day activities with Indigenous content for all educational staff in collaboration with FN bands.
- 4.9 Individual Bands may require addendum to this agreement as to services and programs required on individual community basis that is specific to each community and is negotiated between each Band and Board.

5.0 THE BAND'S RESPONSIBILITIES

- 5.1 The Bands agree to provide continuous, open communication with the Board regarding student support, related to education of Band students.
- 5.2 The Bands will provide the Board via the District Principal of Indigenous Education with a contact list of services and support personnel employed by the Band who are available to assist in the schools.
- 5.3 The Band's will promote the active participation and involvement of parents/ guardians, Knowledge Keepers, and cultural resource people following individual band protocol.
- 5.4 The Bands agree to endeavour to keep themselves informed of programs and practices of the public school system and, as needed and when resources permit, provide extra support for Band students.
- 5.5 The Band agrees to pay the tuition payments to the Board in compliance with Section 14
- 5.6 The Band Coordinators will communicate with the Board's Secretary Treasurer of any outstanding nominal fees.
- 5.7 The Bands agree to distribute the signed Local Education Agreement to their Band Education Coordinators and/or Education Directors and other relevant staff; to ensure access by parents.
- 5.8 The Bands recognizes the ultimate authority of parents to permit the release of student records to employees of the Bands' Education Department and that such release shall be provided when written approval of the parent has been obtained by the Band.

6.0 CURRICULUM

- 6.1 The District recognizes that the Secwepemc are the rightful owners of their respective language and culture:
 - 6.1.1 Both parties agree to continue to improve and develop local curricula in Secwepemc studies, literature, history, social studies, science, fine arts, and culture, and to introduce culturally relevant material and activities in appropriate subject areas, for students.

- 6.1.2 Copyright materials that have been developed by the Bands and loaned to the School District will remain property of the Bands.
- 6.1.3 Traditional Knowledge developed jointly by the Bands and the Board, or the Bands cannot be used outside the school district without prior written approval of the Bands.

7.0 SCHOOL RESPONSIBILITIES

- 7.1 Consistent with the purposes, principles and objectives of this Agreement set out in sections 1.0 and 2.0, the School(s) will:
 - 7.1.1 Develop and implement strategies, with the Band, to keep Band Students in school and maintain and implement the agreed upon Attendance Protocol. (draft to be developed by the first initial implementation meeting).
 - 7.1.2 List courses which offer specific Indigenous content, including locally developed Board/Authority Authorized Curriculum in the course selection handbook;
 - 7.1.3 Promote and support Band cultural activities, including National Indigenous Day. Activities will be planned in communication with local Bands where appropriate.
 - 7.1.4 Promote and support effective professional development focused on local Bands history, language and culture,
 - 7.1.5 Communicate details of this Agreement, including its purpose, objectives and principles, with school personnel, in particular teachers, of LEA schools.
 - 7.1.6 Bands' input will be requested by school principals towards School Growth plans prior to School Growth conversations.
- 7.2 The Bands and the Board agree to work together to ensure that the appropriate Secwepemc language and dialect is taught in the District. The fluency of the Language Instructors will be assessed by Knowledge Keepers designated by the Bands and if requirements are met, will be referred to the British Columbia College of Teachers for certification.
 - 7.2.1 The Secwepemc Language instruction will be delivered by a fluent Secwepemc speaker or a proficient Secwepemcstn speaker working on his/her fluency.

8.0 IDENTIFICATION OF STUDENTS REQUIRING ASSESSMENT

- 8.1 In order to ensure that Band Students are appropriately identified as requiring

supports, the Board and School(s) will ensure appropriate and transparent ongoing informal and formal identification and assessment of Band Students, as appropriate.

- 8.2 The Board and School(s) will work with the Band to develop appropriate criteria and process for identifying Band Students who may require early assessment and intervention, in particular with regard to early Kindergarten level, recognizing that early identification and intervention is necessary to promote student success.

- 8.3 The Board and School(s) will work with parents and the Band to:

8.3.1 Monitor the progress of each Band Student;

8.3.2 Identify and implement intervention supports to assist Band Students to reach grade level, where necessary; and

8.3.3 Collaboratively make decisions about any adjustments to the level of a Band Student's educational program and make those adjustments, but only where the Informed Consent in writing of the Band Student's parent or legal guardian, or their designate, has first been obtained.

- 8.4 Band School Students

The Principal and/or Head Teacher of a Band school will identify, for purposes of registration, any student who has been identified as requiring special learning needs, or with the potential to require special assistance. Communication will provide the district with enough lead time to arrange for, and conduct, the necessary educational assessment prior to actual enrollment in September. Where possible, the Band and school will provide an opportunity to the student and parent to participate in orientation in public schools.

9.0 SPECIAL EDUCATION PLACEMENT

- 9.1 The Parties agree that Special Education assessment and placement of, or timetable changes or new timetables for, Band 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, and must include the following:

- 9.1.1 Special Education placement: Prior to placement of a Band Student on a Special Education Individual Education Plan (IEP):

- a) An appropriate assessment must be completed and the results must be provided to, and discussed with, the parent or legal guardian, the school-based team and designated Band support staff (e.g. as may be designated by the parent or legal guardians).
- b) A written report summarizing the findings of the assessment including recommendations, strategies for personal and academic

success.

- c) The Informed Consent in writing from the child's parent or legal guardians, or their designate, has been obtained.

9.1.2 Review of IEP Reporting:

- a) Results of an IEP, must be provided to the parent or legal guardian and appropriate Band support staff at the end of each term during the placement.

9.1.3 Appeals of Special Education Assessment or Placement Decisions:

- a) The Board will ensure parents or legal guardians are advised of their rights of appeal. If a parent or legal guardian wishes to appeal an assessment or placement decision, they may file such an appeal in accordance with applicable Board bylaws, policies and/or procedures regarding appeals;
- b) The parent or legal guardian may request, and receive, support in the appeal process from the First Nations Education Council.

- 9.2 The Parties and School(s) agree that IEPs are not intended to be indefinite and will be reviewed and revisited annually in collaboration with the Band Student and his or her parent or legal guardian, and the IEP will be either:

- a) Renewed;
- b) Revised; or
- c) Concluded, where it is determined that the Band Student no longer requires an IEP.

- 9.3 For greater certainty, the Parties and School(s) agree that an IEP will only be put in place under section 9.1 and be renewed, revised or concluded under section 9.2 where the prior Informed Consent of the parent or legal guardian has been obtained.

10.0 VULNERABLE STUDENT SUPPORT

- 10.1 The Board and School(s) will work with parents or legal guardians and the Band to ensure support for Band Students referred to School Based Team. A plan for success will be developed, reviewed and communicated regularly to all parties. This process will apply to every student referred to School Based Team who meets the definition of a Vulnerable Student.

11.0 STUDENT CONDUCT AND SAFETY

- 11.1 The Parties and School(s) will confirm policies, practices and other appropriate measures to create a safe learning environment, including safety from racism (students and staff), indifference, bias, marginalization, bullying and stereotyping for all students attending the School(s).
- 11.2 The Board and School(s) will encourage a team approach by school administrators with Band Education representatives when dealing with general student conduct and safety issues involving Band Students.
- 11.3 With written consent of the parent or legal guardian, the Board and School(s) agree that the Band shall be notified of potential disciplinary action and all correspondence related to the discipline of a Band Student by the school administrator.

12.0 CULTURAL AWARENESS

- 12.1 The Board and School(s), in cooperation with the Band, agree to promote a greater awareness of and respect by all School District staff and contractors for, the Bands' unique language, culture and history through its policies, practices, plans, curriculum and instruction.
- 12.2 The Board and the Bands will ensure that the protocols within the individual Bands of the Secwepemc Territory in the District are adhered to.

13.0 COMMUNICATION

- 13.1 The Bands and School(s) will endeavor to establish and ensure excellent communication with each other through agreed upon preferred means, which may include, but not be limited to, regular meetings and contact through newsletters and other correspondence, as appropriate.
- 13.2 Communication between the Board and the Bands will be maintained through regular meetings of appropriate school and district personnel. This would include significant changes to school structure and configuration, curriculum and educational programming opportunities.
- 13.3 The Bands and School(s) will advise parents and legal guardians 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.

- 13.4 District employees of the schools attended by Band students will be encouraged by the board to attend community meetings/events on reserve, if invited by the Band.

14.0 TUITION PAYMENT AND DATA COLLECTION

- 14.1 For eligible Band Students on the Nominal Roll on September 30th, and for whom the Band has received Tuition Funding from INAC, the Band will pay to the Board the Tuition Fees amount in accordance with this section 14.7 of this Agreement.
- 14.2 The Board will not charge the Band a greater amount for the Band Students attending a School within the school district than the Band Billing Rate.
- 14.3 For greater certainty, the Parties agree that the Band is responsible only for Tuition Funding received from INAC for the Tuition Fees of the Band's Students according to the approved Bands Billing Rate and approved Nominal Roll. Unless otherwise agreed, the Band will not be responsible for paying any amounts for which it does not receive funding from INAC, or which exceeds the Band Billing Rate.
- 14.4 The Parties agree that Tuition Fees payable for each school year shall be paid by the Band to the Board according to the following schedule and based upon the September 30th Nominal Roll figures. Billing will include a list of the Nominal Roll for each band.
- 14.5 Band students will have equal opportunities to access education programming.
- 14.6 Bands will not be billed for students taking Distributed Learning through the Educational Outreach Program (EOP) when funding comes directly to the district.
- 14.7 Bills will be provided to Bands in accordance with the INAC funding schedule. On receiving INAC funding schedule, Bands will be responsible for promptly notifying the Board for the upcoming year.

14.7.1 In 2017/18 and for duration of LEA Agreement and unless otherwise notified

- Bands will be billed according to the following schedule:
- Billing #1 September 2017 65% based on nominal roll from 2016/17
- Billing #2 April 2018 35% including adjustments from 2017/18 nominal roll
- Billings are due and payable in full on receipt or within 30 days of receipt

Further adjustments may be necessary according to INAC payment schedule.

- 14.8 For the purposes of student data collection:

14.8.1 The Band will take responsibility, in collaboration with schools, for the nominal roll data collection process.

14.8.2 The Board will take responsibility for the 1701 data collection process.

14.8.3 The parties will work together to maintain the integrity of the data collected.

14.8.4 The Board will track Nominal Roll students that drop out for the purpose of data collection and sharing.

14.9 Where INAC is late in providing Tuition Funding to the Band:

14.9.1 The Band will promptly notify the Board of the delay in receiving INAC funding; and

14.9.2 The School District will not charge interest to the Band on any amount that is outstanding due to INAC's late provision of funding.

14.10 The Bands' 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).

14.11 In the event of a school closure due to a labor dispute, the tuition fee will be equitably adjusted by the agreement of the parties. Any adjustment shall take into consideration the number of days of school closure and adjustments in funding made by funding sources to the Bands and the Board. It is the intention of the parties that neither the Bands nor the Board should benefit financially from a school closure.

15.0 TRANSPORTATION

15.1 The Board agrees to provide transportation services for Band students and to develop and implement a safe plan for providing transportation services within the transportation guidelines.

15.2 The Transportation Department will communicate with Bands when planning bus routes.

16.0 DEFAULT

16.1 If there is a default under the terms of this agreement the issue will be referred to the dispute resolution process outlined in Section 20.

17.0 ACCESS TO RESOURCES AND SERVICES

17.1 The Board and District Staff, upon negotiations with the Bands, will make available:

17.1.1 Resources and personnel to share ideas, put on workshops, undertake professional development with teachers, students, and parents.

17.1.2 Materials and supplies shared from the District Resource Centre; and

17.1.3 Assessment and evaluation services for students as provided through the Bands.

17.2 Access to School District Activities

The Board will encourage all partner groups to extend an invitation to the Band Schools to participate in appropriate professional meetings, conferences, and training sessions;

17.2.1 The Board will invite band schools to participate in mutually agreed upon extracurricular activities.

17.2.2 When possible, the Board and the Band schools will encourage the mutual use of resource materials to enhance cultural and educational development of students and staff; and

17.2.3 When agreed to, by the Board and the Band schools, a secondment or exchange of teachers and/or other instructional staff may be arranged.

17.3 Student Orientation

The Bands will develop, in consultation with the Board, an orientation for Band School students transferring to schools in the School District.

17.4 Access to Band Activities

The Bands will advise the Board of educationally relevant activities, which may have interest to Board, students, teachers, administrators, and include an invitation requesting their participation.

17.5 Student Records

The Bands and the Board agree to the reciprocal transfer of Permanent Records and student files of students transferring between the Band School and public schools within School District No. 83.

18.0 TRANSFER OF STUDENTS

- 18.1 Reciprocal transfer of students between Band Schools and the schools in the School District will be discouraged after September 30th unless families move, or unless it is deemed by the parent, the Board and the Bands that it is in the best interest of the child.

19.0 DATES OF AGREEMENT

19.1 Term

This agreement between the Bands and the Board will be for the period July 13, 2017, to July 12, 2022.

19.2 Extension/Modification/Termination

The agreement may be extended and/or modified with the written mutual consent of the parties. This agreement may be terminated effective June 30th of any year of this agreement by either party by written notice provided to the other party by April 1st of the year.

19.3 Renewal

Negotiations for the renewal of this agreement shall commence one year prior to the end of the Local Education Agreement.

The District Principal of Indigenous Education or designate will provide formal notice to Chief and Council, Education Directors and Band Coordinators of renewal conversations, July 3, 2021 and create a schedule of working meetings in order to review, consult and renew the next Local Education Agreement.

20.0 DISPUTE RESOLUTION

20.1 Attempt to Settle

The Bands and the Board shall attempt to settle any disputes arising under this Agreement in good faith without referring the matter to the Dispute Resolution Committee. (As below)

20.2 Dispute Resolution Committee

If a dispute in respect to any interpretation of this agreement arises between the Bands and the Board which is not settled, the parties shall establish a panel consisting of three members. 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. The Bands and the

Board will each appoint one member to the Dispute Resolution Committee and they shall agree upon the appointment of the third member, who shall be the Chair of the Dispute Resolution Committee.

The Dispute Resolution Committee will convene within ten business days and every attempt shall be made to resolve the issue within 30 days of the first meeting of the Dispute Resolution Committee.

20.3 Proceedings

All proceedings before the Dispute Resolution Committee shall be formal. 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. Proceedings of the Dispute Resolution committee shall not be open to the public.

20.4 Decision

The Dispute Resolution Committee shall render a written decision to the parties as soon as possible after the conclusion of its proceedings. The Dispute Resolution Committee shall be required to provide reasons for its decision. The Dispute Resolution Committee shall decide the extent to which each of the parties shall bear the responsible costs of resolving any particular dispute. The decisions of the Dispute Resolution Committee shall be binding on all parties. In no event shall the Dispute Resolution Committee have the power to alter, modify or amend this agreement in any respect.

21.0 NOTICES

21.1 Any notice will be deemed valid if delivered personally, or if mailed, received on the third business day after the mailing of the same, in Canada, by expedited mail.

To:

Kukpi7 Paul Michel and Council
Adams Lake Indian Band
P.O. Box 588
Chase, BC V0E 1M0

Kukpi7 Oliver Arnouse and Council
Little Shuswap Lake Indian Band
PO Box 1100
Chase, BC V0E 1M0

Chief Judy Wilson and Council
Neskonlith Indian Band
743 Chief Neskonlith Drive
PO Box 608, TCH SW
Chase, BC V0E 1M0

Chief Wayne Christian and Council
Splatsin
PO Box 460
Enderby, BC V0E 1V0

To the Board:
The Secretary-Treasurer, Board of Education,
North Okanagan-Shuswap School District No.83
P.O. Box 129
Salmon Arm, B.C.
V1E4N2

- 21.2 Either party may, from time to time, give to the other written notice of a change of address of the party giving such notice and, after the giving of such notice, the address therein specified, will, for the purpose of Section 19.1 be conclusively deemed to be the address of the party giving the notice.

22.0 REFERENCES

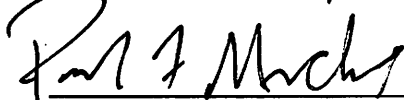
- 22.1 Every reference to the Bands will include the Chief and Council or any person designated by the Bands to act for or on its behalf with respect to any provision of this agreement.
- 22.2 Every reference to the Board will include the Chairperson of the Board, and any person designated by the Board to act for or on its behalf with respect to any provision of this agreement.

23.0 GENERAL

- 23.1 This agreement will be governed in accordance with the laws in force in the Province of British Columbia and Government of Canada.
- 23.2 This agreement will inure to the benefit of and be binding upon parties hereto and their respective successors and assigns.
- 23.3 This agreement is without prejudice to the assertions of the Secwepemc Band to title to lands and resources within Secwepemc Traditional Territory or Secwepemc rights to self-governance.

IN WITNESS WHEREOF the parties have executed this agreement as of July 13, 2017:

SIGNED: ON BEHALF OF THE BANDS



Kukpi7 Paul Michel,
Adams Lake Indian Band

Paul Michel

Print Name



Witness

W/O WES FRANCOIS

Kukpi7 Oliver Arnouse,
Little Shuswap Lake Indian Band

WES FRANCOIS

Print Name



Witness

Duane Manuel

Kukpi7 Judy Wilson,
Neskonlith Indian Band

DUANE MANUEL

Print Name



Witness

Wayne Christian

Kukpi7 Wayne Christian,
Splatsin Indian Band

GEORGE W. DENNIS

Print Name



Witness

SIGNED: ON BEHALF OF THE BOARD OF EDUCATION

Mike McKay

Board of Education Chair - Mike McKay

Glenn Borthistle

Superintendent of Schools - Glenn Borthistle



Witness



Witness

(Agreements specific to individual bands will be appended to this Agreement)