

LOCAL TUITION AGREEMENT

BETWEEN

TAKU RIVER TLINGIT FIRST NATION  
AS REPRESENTED BY THE BOARD OF DIRECTORS

AND

THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 87 (STIKINE)

## **LOCAL TUITION AGREEMENT**

**This Agreement made as of the 1st day of July-2022.**

**BETWEEN:**

**TAKU RIVER TLINGIT FIRST NATION**

**(hereinafter referred to as the "First Nation")**

**AND:**

**THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 87 (STIKINE)**

**(hereinafter referred to as the "Board")**

### **WHEREAS:**

- A. 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 Nation students;
- B. The First Nation, pursuant to its inherent jurisdiction over educational matters, has the authority and responsibility for the education of First Nation students and desires to ensure its students all have access to, and receive, quality education that is respectful and reflective of their unique culture and history;
- C. The Board operates schools in the Province of British Columbia;
- D. The First Nation wishes to enroll First Nation's students in schools operated by the Board;
- E. The First Nation wishes to have their children provided with an educational program that includes the teaching of Tlingit language, culture, and history;
- F. The Parties wish to enter into this Agreement to set out the terms and conditions regarding the

purchase of education services by the First Nation from the Board for the First Nation's students;

- G. The First Nation and the Board wish to strive toward parity between First and non-First Nation students in education;
- H. The First Nation's purpose is to promote improved educational outcomes for students attending school operated by the Board by supporting the development and implementation of appropriate, meaningful, and quality education programs and providing a forum for networking and information sharing amongst the First Nation, the Board, and other education partners; and
- I. 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 practise their Indigenous cultural traditions and customs as an important and respected part of B.C. society."*

#### **THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

##### **1. STATEMENT OF INTENTION**

- 1.1. that the Board provide the services outlined in Article 4. Board's Obligations in return for the First Nation providing payment of the tuition fee set out in Article 6. Tuition and the services set out in Article 5. First Nation's Obligations of this Agreement;
- 1.2. that the First Nation may negotiate with the Board for services and programs in addition to those outlined in this Agreement on a fee for services basis to be paid by the First Nation; and
- 1.3. that the parties support and provide for the development of Tlingit language and cultural education which allows Tlingit students to participate in their Tlingit culture and the culture of Canada as a whole.

##### **2. GUIDING PRINCIPLES**

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.

The Parties will be guided by the following principles:

**First Nations' Central Role in First Nation Education**

- a) Indigenous families and communities have the right to retain shared responsibility for the upbringing, training, education and well-being of their children, consistent with the rights of the child, and Indigenous peoples have the right to establish and control their educational systems and institutions providing education in their own languages, in a manner appropriate to their cultural methods of teaching and learning.
- b) First Nations in British Columbia have control of, and decision-making responsibility for, First Nation education.
- c) First Nations have a central role in the education of their students, regardless of where they attend school.

**First Nation Students Access to Quality Education**

- d) First Nation students, at all levels of education, must have access to educational opportunities that:
  - i. ensure that they are confident in their self-identity, their families, their communities and traditional values, languages, and cultures;
  - ii. give them the skills they need to thrive in contemporary society, including 21st century technological skills; and
  - iii. prepare them to access any opportunities they choose for higher learning, employment, and life choices.

**Reconciliation & Collaboration in First Nation Education**

- e) First Nation education in British Columbia is highly complex, engaging federal, provincial and First Nation authorities, roles and responsibilities and, therefore, requiring collaboration and cooperation to ensure that all First Nation students are supported to achieve successful education outcomes.
- f) The gap in educational outcomes between First Nation students and non-First Nation students is a persisting legacy of colonialism, and concerted efforts and proactive measures are required to eliminate this gap and contribute to reconciliation in education.
- g) The Parties have a shared interest and priority in supporting excellence in First Nation education, including supporting First Nation students to fulfil their educational potential by having access to and receiving quality education that is respectful and reflective of their unique culture and history.
- h) Strong, effective and inclusive educational systems provide a fundamental opportunity for building relationships and advancing reconciliation between the Crown and First Nation, as expressed in the TRC's Calls to Action and the UN Declaration.

- i) Quality First Nation education includes standards, programs, services, school supports and investments that provide appropriate tools and resources aimed at achieving successful First Nation student outcomes and achievements, while addressing their unique needs.
- j) Curriculum, materials and resources will meaningfully reflect the First Nations' culture, values, language and traditions, as approved and determined by the First 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 Nation education.
- m) The Truth and Reconciliation Commission's Calls to Action set out a framework for reconciliation, including with regard to First Nation education, that must inform the relationships and collaboration between First Nation, 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.

#### **First Nation Student Safety**

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

#### **Shared Accountability and Data-Sharing**

- p) Local Education Agreements are more than a mere financial transaction and serve as a core shared accountability mechanism for both First Nation and boards of education regarding First Nation education in the BC Public Schools.
- q) Timely and relevant data is required to inform decision-making to support First Nation students.

### **3. REPORTING**

#### **3.1. Periodic reports:**

- a) The Board will provide to the First Nation Spokesperson and Clan Directors three times each year (fall, winter, and spring) the following information on all First Nation students living on reserve as well as all Taku River Tlingit First Nation students living off reserve:
  - i) the number of First Nation students who are enrolled in alternate programs, secondary courses and ungraded programs;

- ii) a summary of the number and nature of First Nation students with Individual Education Plans placed in Modified or Adapted programs;
- iii) the number of Early School Leavers and information on supports implemented to prevent early leaving; and
- iv) the number of expulsions of First Nation students and information on supports implemented to prevent expulsion.

### **3.2. Annual Reporting:**

- a) In January of each year, the Board will produce and provide to the First Nation an annual report outlining the provision of educational programs to First Nation students under this Agreement including the content in the Periodic Report, as well as:
  - i) financial reports related to this Agreement, which are prepared by the Board in the regular course of its operation and which include a copy of the audited financial statements;
  - ii) a complete financial report on the Targeted Indigenous Education Funding and Special Education Funding, including ELL and any other funding related to Indigenous Language and Culture, which includes:
    - a. the number of staff employed using Targeted Indigenous Education Funding and Special Education Funding and designated to work with First Nation students;
    - b. the proportion of the staff's time spent working directly with First Nation students; and
    - c. the staff's duties and responsibilities.
  - iii) measures of success of First Nation students through aggregate results for achievement including but not limited to the following:
    - a. attendance rates;
    - b. percentage of 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 five and/or six-year graduation rates;
    - g. proportion of students awarded a BC School Completion Certificate;
    - h. Five and/or six-year completion (graduation) rate for students in an Alternate program;
    - i. grades 10 to 12 math course participation rates;
    - j. data related to assessments required for graduation purposes and other supports for successful transition to post-secondary education; and
    - k. number of First Nation students eligible to move on to post-secondary education.

- 3.3. The Board will submit two 1701 student Data counts-(September 30 & February 28) to the Ministry each school year, and the First Nation will share one Nominal Roll count (September 30) each school year.
- 3.4. The Board will share with the First Nation its annual report to the Ministry on the spending of all First Nation student Transportation Funding received and the amount of funding spent, which information should be clearly stated in the Board's audited financial statements for their verification.
- 3.5. Subject to the Freedom of Information and Protection of Privacy Act, upon request, the Board will provide First Nation community-specific masked student data to the First Nation to help inform them about their students' progress, and to inform discussions between the First Nation and the Board on supporting those students.
- 3.6. The First Nation may initiate the implementation of any formalized option agreed upon by FNEC and British Columbia, which may include an Information Sharing Protocol between the Board and the First Nation, to facilitate the provision and use of available First Nation student-specific data.

#### **4. BOARD'S OBLIGATIONS**

- 4.1. The Board agrees to participate as an equal partner with the First Nation in educating First Nation students.
- 4.2. The Board agrees to enroll and provide to First Nation students an Educational Program in accordance with the School Act and Regulations and orders thereunder, as amended from time to time.
- 4.3. The Board agrees to provide support to ensure parity of access and opportunity to First Nation students in a manner consistent with Board practices for all students enrolled in Educational Programs in the School District and to continue to work toward parity of success in educational programs for First Nation students.
- 4.4. The Board agrees that any local curriculum changes must be done in consultation with the First Nation or their representatives and that any Ministry dictated curriculum may be expanded if so desired.
- 4.5. The Board agrees to integrate in the curriculum material which the Board considers, after consultation with the First Nation, promotes an understanding and appreciation for the Taku River Tlingit language, culture, and history.
- 4.6. The Board agrees to the on-going development, in consultation with the First Nation, a "Scope and Sequence Chart" for First Nation programs for all grades.
- 4.7. Special education assessment and placement of, or timetable changes or new timetables for, First Nation 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. The Board agrees to the following:

- i) prior to the placement of a First Nation student in a special education program, an educational psychology assessment must be completed, with the parents' Informed Consent, that identifies the First Nation student as requiring supports and services;
  - ii) prior to diversion of a First Nations student to an Evergreen Certificate path, a psychoeducational assessment must be completed, with parental consent, and must identify the First Nation student as having an intellectual disability and/or a trauma-based condition; and
  - iii) the results of the assessment must be provided to and discussed with the parent of that First Nation student, the school-based team, and First Nation support staff as may be designated by the First Nation student's parent.
- 4.8. In order to ensure that First Nation students are appropriately identified as requiring special education supports, the Board will ensure Atlin School staff work with the First Nation and parents to ensure appropriate and transparent ongoing informal assessments of First Nation students to identify those who may require more formal special education assessment.
- 4.9. The Board and the First Nation will jointly review and determine the criteria and processes used for the identification of kindergarten First Nation students who may require assessment and additional supports or services, including intensive behavior supports, recognizing that early identification is necessary to promote student success and, for a First Nation student who is identified as having a special need before entering a school, the First Nation student's assessment and programming information will be requested immediately upon enrollment to permit appropriate and effective planning and implementation of relevant interventions.
- 4.10. In cases where a First Nation 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 when a First Nation student 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.
- 4.11. The Board agrees, in consultation with the First Nation, to ensure differentiated instruction and enrichment programming takes place and is done in a collaborative manner by both parties.
- 4.12. The Board agrees, in consultation with the First Nation, to facilitate creative and independent critical thinking and to assist First Nation students in building self confidence in Atlin School.
- 4.13. The Board commits to approve educational resource materials that promote an understanding of and appreciation for the language, culture and history of First Nation people in British Columbia, including required curriculum on the residential school experience. When providing this instruction, where possible, a residential school survivor or an intergenerational survivor will be included in this process who is chosen by the Local Education Council.
- 4.14. The Board agrees to promote the offering of, and enrollment in, English First Peoples 10, 11 and 12 and BC First Peoples 12 and Contemporary Indigenous Studies 12, or any successor



courses for all students.

- 4.15. The Board agrees to promote the offering of and enrollment in Indigenous Language courses in line with the Minister's mandate to develop new First Nation history curriculum, develop full-course offerings in Indigenous 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 Indigenous communities and Indigenous language learning educators and experts.
- 4.16. The Board, in consultation with the First Nation, agrees to fund interested students to visit Native and non-Native colleges and other programs that might assist students in making informed educational decisions.
- 4.17. The Board will assist First Nation students who wish to pursue culturally relevant activities elsewhere in Canada.
- 4.18. The Board agrees to encourage Atlin School staff to offer a comprehensive extra-curricular program.
- 4.19. The Board will support Atlin School staff in developing and maintaining its behavioural guidance procedures in a traditionally Tlingit restorative model of practice in consultation with the Local Education Council and the parents of the First Nation students attending Atlin School and will facilitate awareness in this model.
- 4.20. The Board agrees to participate with the First Nation in the selection and orientation of Tlingit Knowledge Holders/Keepers to assist with the delivery of First Nation programs.
- 4.21. The Board, in cooperation with the First Nation, agrees to promote greater awareness and inclusion of and respect by all School District staff and contractors for the First Nation's unique language, culture and history through its policies, practices, plans, school events, curriculum and instruction.
- 4.22. The Board agrees to invite a First Nation representatives to sit on any committee involved in hiring district educational personnel.
- 4.23. The Board agrees, in conjunction with the First Nation, to develop and implement a 5-year plan, with annual benchmarks, for the integration of First Nation education into the regular school curriculum. This will include assessing and monitoring the needs of First Nation education in the areas of:
  - a) teachers and educational staff;
  - b) First Nation Language and Cultural Programs;
  - c) development and coordination of Tlingit curriculum;
  - d) assess and monitor the social needs of the First Nation students and the coordination of various agencies to provide ongoing support; and
  - e) support base for First Nation students

To assist in accomplishing this, the Board may employ personnel who shall be responsible for ensuring delivery of First Nation education programs.

- 4.24.** The Board agrees to assist with certification of First Nation Language Instructors through the BC College of Teachers to ensure that instructors have knowledge, skills, and attitudes appropriate to First Nation instruction and to explore with the instructors, and First Nation, a language training program.
- 4.25.** The Board agrees to assist each First Nation employee to develop an individual career plan in order to allow them to do their job professionally, and where possible, to assist in the implementation.
- 4.26.** The Board may produce a periodic communication, in consultation with the First Nation, to keep teachers and parents informed of matters relating to education in First Nation language, culture, and history.
- 4.27.** Consistent with the intentions and obligations of this Agreement, the Board, in making available an educational program to First Nation students, will:
- i) In the case of an Early School Leaver, work with the First Nation to collaborate on a plan that best meets the educational needs of that First Nation student;
  - ii) Promote and support effective professional development focused on local First Nation language, culture, and history;
  - iii) Work with the First Nation, and the Local Education Council where applicable, on how to effectively use the Targeted Indigenous Education Funding, including any surpluses, to support First Nation student needs and improve learning outcomes; and
  - iv) Communicate details of this Agreement, including its intentions and obligations, with Atlin School personnel, and in particular principals and teachers, and the Local Education Council.

## **5. FIRST NATION'S OBLIGATIONS**

- 5.1.** The First Nation agree to participate as equal partners, with the Board, in educating First Nation students.
- 5.2.** The First Nation will pay to the Board a tuition fee as set out in Article 6.
- 5.3.** The First Nation will promote and support the active participation and involvement of parents and other community members of the First Nation in the education of their children, including any available processes or forums in the School District (such as attending parent/student/teacher conferences, participating in parent meetings/clubs and attending school celebrations) and School District or school activities.
- 5.4.** The First Nation agrees to develop strategies that focus on the importance of education within the homes of First Nation students and promote the active participation and involvement of First Nation parents and other members of the First Nation in the education of their children.
- 5.5.** On request, the First Nation agree to provide the Board with lists of resource people having expertise in Tlingit cultural, educational, and governmental issues.

## **6. TUITION FEES**

- 6.1.** Subject to this section, the First Nation shall pay to the Board the annual tuition fee as described in Section 6.7, for each First Nation's student enrolled in Atlin School as of September 30 of each school year.
- 6.2.** A First Nation's student enrolled in the School District as of September 30 of a school year shall be deemed to be in attendance for the entire school year. Should a student 'drop-out', efforts must be undertaken (per Article 4.27.a) to have them return to school. Any student enrolled after September 30, is entitled to attend school in the district.
- 6.3.** The tuition fee shall be calculated based on attendance for a full school year, provided that partial fees may be charged for part-time secondary programs as approved by the Superintendent of Schools in consultation with the First Nation, and in such cases, payment is due within thirty (30) days of receipt by the First Nation of written notification by the Board of the amount of partial fees payable to the Board.
- 6.4.** The amount of the annual tuition fee for each First Nation student shall be the amount determined by the Ministry of Education as the final re- calculation of the per pupil funds for the Board plus any amount determined through a successful referendum divided on a per pupil basis.
- 6.5.** First Nation students will not be denied access to more than eight (8) courses in any given school year. In such cases, the First Nation and the Board will meet to discuss a cost-share agreement for course provisions over/above the annual full-time equivalent per pupil tuition fee.
- 6.6.** The estimated total of the annual tuition fees payable to the Board by the First Nation for a school year shall be determined by June 15 of the preceding year and adjusted on December 15 of that year to reflect actual enrollment figures.
- 6.7.** September 30 enrollment figures shall be:
  - a) certified by the Board, and/or its representatives, and
  - b) certified by the First Nation, and/or its representatives.
- 6.8.** The total tuition fees payable each school year of this Agreement shall be paid by the First Nation to the Board according to the following schedule (the Local Education Council shall strive to meet prior to payment due dates):
  - a) 40% on or before December 1
  - b) 20% on or before March 1
  - c) 40% on or before May 1
- 6.9.** It is acknowledged that payment schedules depend upon when funds are received by the First Nation from the Federal Government. Should there be changes, an appendix to this agreement will outline future payments.

- 6.10. In the event of a strike or lockout, funds will be returned to the First Nation or payment will be reduced, equal to the amount withheld or reduced by the Ministry of Education, or the Federal Government.

## **7. TERMS**

- 7.1. This agreement shall come into force on July 1, 2022 and, subject to Section 7, shall continue in force for five school years expiring June 30, 2027 or unless renewed by the parties in accordance with Article 7.2.
- 7.2. Either party may initiate an extension, modification, or termination of this agreement by providing the other party a written notice of intent prior to April 1 of any School Year.
- 7.3. 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.
- 7.4. Where notice is given under Section 7.2; this Agreement will terminate June 30 following the date the notice is given. The parties will remain obligated to each other in that the First Nation shall pay to the Board the balance of annual tuition fees owing to the Board by the First Nation for the remainder of the school year in which notice is given and the Board must continue to operate in the spirit of Intention of this agreement.

## **8. RENEGOTIATION**

- 8.1. Any change in the present method of allocating the tuition fee by the Ministry of Education to the Board, or the Federal Government to the First Nation may necessitate renegotiation of this Agreement. In such cases, substantiation of a tuition fee change will be provided to each party.

## **9. NOTICES**

- 9.1. Any notice, claim, consent, waiver, statement, or other documents or payment that either party may require or may desire to give, may be transmitted by mail, email, 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 or emailed with accompanying confirmation of completed transmission:

If to the First Nation:

Taku River Tlingit First Nation  
Box 203, Atlin, BC V0W 1A0  
Fax: (250) 651-7909  
[cao@gov.trtfm.com](mailto:cao@gov.trtfm.com) AND [admin.reception@gov.trtfm.com](mailto:admin.reception@gov.trtfm.com)

If to the Board:

Superintendent of Schools  
School District No. 87 (Stikine)  
Box 190, Dease Lake, BC V0C 1L0  
Fax: (250) 771-4441  
[tracey.macmillan@sd87.bc.ca](mailto:tracey.macmillan@sd87.bc.ca) AND [alanna.cameron@sd87.bc.ca](mailto:alanna.cameron@sd87.bc.ca)

- 9.2. Any party may, from time to time, give the other written notice of any change of address of the party giving such notice and, from and after the giving of such notice the address therein specified will, for the purpose of Section 9.1, be conclusively deemed to be the address of the party giving the notice.

## **10. MONITORING THE AGREEMENT**

- 10.1. A Local Education Council (LEC), with the administrative support of the First Nation Education Department shall be created by the parties to this Agreement to monitor the implementation of this Agreement, and to suggest any changes or improvements to this Agreement. Board representation may include, the First Nation Manager of Education, First Nation Clan Director of Education, a First Nation citizen at large, the Principal of Atlin School, a teacher representative, or other District representatives as designated by the Superintendent of Schools of School District No. 87 (Stikine).
- 10.2. The LEC shall meet at least twice per year to review the implementation of this Agreement.
- 10.3. The LEC may request participation of third-party agencies such as the Northern Affairs Canada, Crown Indigenous Relations, or the Ministry of Education in its meetings.
- 10.4. Expenses incurred in the monitoring/implementation of this Agreement shall be reimbursed by the Board, subject to available funding.

## **11. REFERENCES**

- 11.1. Every reference to the First Nation will include the Spokesperson, Directors, and any person designated by the First Nation to act for or on their behalf with respect to any provision of this Agreement.
- 11.2. Every Reference to the Board will include the Chairperson of the Board, the Superintendent of Schools, the Secretary Treasurer and any persons designated by the Board to act for or on their behalf with respect to any provision of this Agreement.

## **12. GENERAL**

- 12.1. This Agreement will be governed by, and construed in accordance with, the laws in force in the Province of British Columbia and the laws of the Taku River Tlingit Constitution.
- 12.2. This Agreement will be to the benefit of, and binding upon, the Parties hereto and their respective successors and assigns.

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

**12.4.** The Parties acknowledge that:

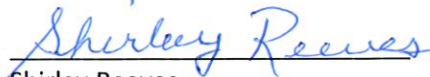
- i) nothing in this Agreement, or in the negotiation of this Agreement, or in any prior document leading to this Agreement, in any way defines or amends, recognizes, affirms, or denies the existence of, or in any way limits Indigenous or treaty rights of the First Nation; and
- ii) this Agreement is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

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

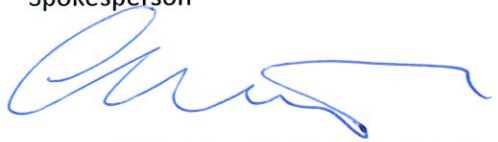
SIGNED on behalf of the TAKU RIVER TLINGIT FIRST NATION by its duly authorized Officers



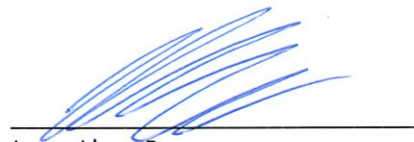
Charmaine Thom  
Spokesperson



Shirley Reeves  
Director, Education Portfolio



Charles Pugh  
Chief Administrative Officer



Jorge Llaca Buznego  
Education Manager

SIGNED on behalf of the BOARD OF EDUCATION OF SCHOOL DISTRICT No. 87 (STIKINE)



Mike Strange  
Vice Chairperson – Board of Trustees

Yvonne Tashoots  
Chairperson – Board of Trustees



Alanna Cameron  
Secretary Treasurer



Tracey MacMillan  
Superintendent



Curtis Rattray  
Indigenous Curriculum Advisor



Sandra Jack-Mirhashem  
Tlingit Culture and Language Educator

## APPENDIX A – DEFINITIONS

The following definitions apply to the Agreement:

**“Consultation”** means both parties discuss and fully understand an issue before jointly coming to an agreement on said issue. It is agreed that discussions will be conducted in good faith and focus on the issue.

**“Educational Program”** means an organized set of learning activities that, in the opinion of the Board, and the First Nation, is designed to enable learners to develop their individual potential and to acquire the knowledge, skills and attitudes needed to contribute to a healthy society and sustainable economy.

**“Early School Leavers”** means:

- any First Nation student leaving school prior to the completion of Grade 12; 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.

**“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 Nations Programs”** means an organized set of learning activities that, in the opinion of the Board and the First Nation, is designed to enable learners to become more aware of the world from a First Nation’s perspective.

**“First Nation student”** means a status Indian ordinarily residing on the First Nation reserve within the boundaries of the School District who is a citizen of the Band or another Nation, who is enrolled in Atlin School and who is eligible to be on the BC Nominal Roll.

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

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

- the assessment procedures to be carried out;
- the information to be collected;



- the intervention that may take place;
- the likely benefits and risks; and
- the option to refuse or withdraw at any time.

and be provided 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).

**“Modified or Adapted”** 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.

**“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 year”** means the 12-month period commencing July 1 and ending on June 30 of the following calendar year.

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

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

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