
LOCAL EDUCATION AGREEMENT

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BETWEEN

BANDS OF THE SECWPEMC NATION

AND

THE BOARD OF EDUCATION OF

SCHOOL DISTRICT NO. 83

Effective Date: July 6, 2012

LOCAL EDUCATION AGREEMENT

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LOCAL EDUCATION AGREEMENT

THIS AGREEMENT made and entered into this third day of July, 2012 shall be effective from the 6th day of July 2012.

BETWEEN:

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

(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 First Nations 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 First Nation and the Board recognize that an education agreement will give First Nations greater participation in and control of First Nations education;

AND WHEREAS the Bands and the Board wish to provide educational programs for First Nation 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 First Nation and for the School District;

THEREFORE the parties agree as follows:

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

1.0 DEFINITIONS

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

“AANDC” Aboriginal Affairs and Northern Development Canada

“Aboriginal staff” means persons having Aboriginal ancestry employed by the Board.

“Achievement contract” 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 15 of each year.

“Additional funding” means any funding other than block grant funding or Targeted Dollars that is used in support of educational programs offered by School District #83.

“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.

“Block Grant” means the funding per student received by the Board from Secwepemc Bands for the education of students in School District # 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 # 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.

“First Nation” means an Indian Band as defined in the *Indian Act* (Canada) and is represented by the Band Chief and Council or their representatives.

“FIRST NATION Student” means a student who is of Aboriginal 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.

"**Full Time Equivalent (FTE)**" means a First Nation 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.

"**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 First Nation students (residing on-reserve) enrolled in an education program in School District #83 as at 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 1st and ending on June 30th of the following calendar year.

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

"**Targeted Funds**" means the funding provided to the School District by the Ministry of Education, providing support to all students of Aboriginal ancestry, enrolled by the Board.

"**Tuition Fees**" means the amount of funding (as determined by the Ministry of Education, for the current school year) provided to School District # 83 by the "Bands" and approved by the Department of Aboriginal Affairs and Northern Development that is intended specifically to fund programs for First Nations students.

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 First Nations jurisdiction over education, the Bands and the Boards wish to recognize that a Local Education Agreement will afford the Band the opportunity for jurisdiction and greater participation and influence in First Nations Education.

Principles stated here reinforce the importance of First Nations Culture and Language in the education of First Nation students. Principles governing accountability have been added.

- 2.1 Secwepemc students have an Aboriginal right to quality education which reflects, respects and complements Secwepemc culture and traditions.
- 2.2 Board policies will be respectful of local First Nation cultural goals, values and traditions.
- 2.3 The bands and Board agree that maximum educational opportunities and benefits for Secwepemc students will be facilitated through regular and on-going consultation between the Bands and the Board.
- 2.4 The curriculum will reflect linguistic and cultural differences that exist between First Nation and non-First Nation students and will be designed to enhance the learning experience of both.
- 2.5 Curriculum will include Secwepemc cultural goals, values, language and traditions.
- 2.6 Accountability in this agreement will be framed by the five principles of accountability presented through an Implementation and Review plan.
 1. Clear roles and responsibilities. Roles and responsibilities will be well understood and agreed on by the parties with communication being a top priority.
 2. Knowledge of LEA to be carried out to Principals, teachers and district staff.
 3. Clear performance expectations. The objectives, the expected accomplishments and the constraints, such as resources, will be explicit, understood and agreed on.
 4. Credible and timely information will be reported to demonstrate what has been achieved, whether the means used were appropriate, and what has been learned.
 5. Annual reviews and feedback will be carried out by the parties, achievements and challenges recognized, and appropriate corrective action taken.
- 2.7 The Bands will ensure that the Boards policies and curriculum reflect a positive perspective of First Nation cultural goals, values and traditions through representation on the District's Policy Committee.
<http://www.sd83.bc.ca/About%20Us/Policy%20Manual>

2.8 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.

3.0 OBJECTIVES

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 First Nations students with their families and arrange the delivery of services that will meet these needs.
- 3.2 To enhance and affirm a strong First Nation identity, pride in their heritage and healthy self esteem in First Nation students.
- 3.3 To prioritize the Secwepemc language and culture within School District No. 83 programs.
- 3.4 To facilitate and increase the percentage of First Nations graduates who demonstrate skills of self-sufficiency and responsibility such that they are able to gain immediate employment or gain successful entrance into post-secondary institutions.
- 3.5 The Board agrees to increase the number of qualified staff of Aboriginal ancestry with priority given to Secwepemc persons working with First Nations students, through negotiation of an Employment Equity Agreement.
- 3.6 To actively involve, in collaboration with the Secwepemc, Elders, 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 appropriate 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. Bands input will be requested by school principals towards School Growth plans prior to School Growth conversations.
- 3.9 To jointly review the intended outcomes of this LEA during October and February of each year.

- 3.10 To jointly create a Band / Board Committee to review LEA implementation. Additional members of this committee would be Band Representation, School Based Principals and appropriate personnel. The goal of this committee is to develop an implementation plan for measurable aspects of this LEA. This implementation plan will be developed by October 30, 2012.
- 3.11 The Bands and Board will co-operate in designing and supporting a Tutorial Program, Student Leadership and other initiatives which will support ongoing student achievement. Communication between on-reserve programs and school programs will be essential.

4.0 BOARD'S RESPONSIBILITIES

- 4.1. The Board agrees to appoint the District Principal of Aboriginal Education and/or designate to lead the implementation of the Local Education Agreement.
- 4.2 The Board agrees to enroll and assist in providing to Secwepemc students with quality academic programs in accordance with the School Act and Regulations and orders hereunder, and culturally relevant programs in accordance with the terms of this Agreement.
- 4.3 The Board agrees to provide equal access and opportunity to First Nation students in a manner consistent with Board practices for all students enrolled in education programs.
- 4.4 The School District Secretary Treasurer will report to the Bands the estimated costs of student enrolment and services provided by May 30th of each year of this agreement. This will include the list of students on the nominal roll for each band.
- 4.5 The Board agrees to have bands involved in the development of the District's Achievement Contract and the Aboriginal Education Enhancement Agreement (AEEA).
- 4.6 The Board agrees to provide notification of non-instructional days to the band offices of Secwepemc Bands, under this agreement, as soon as these dates are known.
- 4.7 Annually, the Board will provide to bands, the "How Are We Doing Report" from the Ministry of Education.
- 4.8 Based on the premise that the Board is responsible to meet the educational programming and support needs of all Secwepemc students enrolled in District #83 schools for the school year from September to June, should a student drop out, be suspended, or removed from school, and should that student wish to continue with an

educational program, whether it be correspondence/distance education or tutoring/tutorial support or other appropriate educational activity, SD #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 Band Education Coordinators 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.

- 4.9 The Board shall set aside the sum of \$10,000 to support [Section 4.7](#) of this agreement, and shall review annually the utilization of such monies. Adjustments of this fund will be based on input from Band representatives.

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 Aboriginal Education to access the funds towards a Band sponsored summer program that supports literacy, academic and cultural programs.

- 4.10 The Board agrees to distribute copies of the LEA to principals and relevant staff on an annual basis and to review and facilitate the implementation terms of the Agreements with them.

5.0 THE BAND'S RESPONSIBILITES

- 5.1 The Bands agree to provide continuous, open communication with the Board regarding student support, related to education of First Nation students. This includes available information regarding Children in Care.
- 5.2 The Bands will provide the Board via the District Principal of Aboriginal Education with a contact list of support personnel employed by the Band who are available to assist in the schools.
- 5.3 The Bands will promote the active participation and involvement of parents/ guardians, Elders, and cultural resource people following individual bands' 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 First Nation students.
- 5.5 The Band agrees to pay the tuition payments to the board in compliance with Section 11
 - 5.5.1 Band Coordinators will communicate with the Boards' Secretary Treasurer of any outstanding fees.
- 5.6 The Band will host annual meetings – one in the north by the three lake bands and one in the south by Splantsin with education partners, such as principal, LRT's and Aboriginal Education Workers, on reserve, to discuss student success related to the implementation of the Local Education Agreement.
- 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 shall invite District Career Coordinators to meet on reserve, with education partners, to provide information on career options and potential careers available through Post Secondary programs.
- 5.9 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 DEVELOPMENT AND DELIVERY

- 6.1 Both parties agree to continue to improve and develop curricula in Secwepemc Aboriginal studies, literature, history, social studies, science, fine arts, and culture, and to introduce culturally relevant material and activities in appropriate subject areas, for students.
- 6.2 Both parties agree to work together to provide necessary resources, personnel and/or release time to:
 - 6.2.1 Assist in the development of Secwepemc culturally appropriate curriculum;
 - 6.2.2 Purchase and/or develop curriculum of Secwepemc resource materials for Secwepemc Studies and other programs with Secwepemc content; and;

6.2.3 Provide staff cross-cultural awareness training.

6.3 The Bands and the Board agree to work together to ensure that the Secwepemc language is taught in the District. The fluency of the Language Instructors will be assessed by the appropriate Language Authority and if requirements are met, will be referred to the British Columbia College of Teachers for certification. The Secwepemc Language instructors will be delivered by:

6.3.1 A fluent Secwepemc speaker or a proficient Secwepemcstn speaker working on his/her fluency.

7.0 ASSESSMENT

7.1 The Board recognizes the desire of the First Nation that each First Nation student be provided with an educational program appropriate to her/his needs and abilities. Therefore, the Board and Band will monitor the progress of Secwepemc students and will strive to ensure that Secwepemc students are provided with appropriate assessment and placed in appropriate programs.

7.2 The Board will work with parents to ensure that the progress of First Nations students is monitored and that prior to making any adjustments to the level of the student's educational program, parents/guardians will have participated in the decision making process and will have given their written consent. In particular, if there is any educational program that changes a First Nations student from a Dogwood to a School Completion Certificate (Evergreen Certificate), this will be done with informed parental consent in communication with the Band Coordinator.

7.3 First Nations students requiring assessments will only occur after the following steps have been completed:

7.3.1 Informed consent has been obtained from the child's parent or legal guardian prior to an assessment by school district personnel.

7.3.2 Collaboration and planning with Band Education Coordinators, Aboriginal Education Workers, counsellor's, principals, and other relevant staff or professional staff in the development of IEP's, and other special programs.

7.3.3 A written report stating placement process, placement rationale and placement goals has been received and approved by the parents or legal guardian and the Band.

- 7.3.4 The Band has obtained parent or legal guardian consent to receive information about First Nations student assessment and/or placement;
- 7.3.5 Verbal and/or written notice of meetings initiated by the school concerning their child/children's assessment and placements will be given to the parent or legal guardian.
- 7.3.6 Appeals of educational placement or regarding an Individual Education Plan will be conducted according to the Board Bylaw (Appeal Procedure) and the School Act for the Province of British Columbia.
 - 7.3.6.1 The parent or legal guardian may request and receive support in an appeal process with support from the Bands' Education Coordinators and/or Director of Education.
- 7.4 The Board, through its secondary schools in conjunction with the Bands education staff, will provide accurate and comprehensive career and academic counselling.
- 7.5 Students, under this agreement, will be given the same opportunities as other students to make course selections in accordance with Board policy.
- 7.6 In accordance with School Act, Board Policy, and upon request, the Board will provide any parent or guardian with the following:
 - 7.6.1 Copies of student records of their child/children and/or;
 - 7.6.2 Copies of all reports and communications concerning their child/children;
- 7.7 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 student and parent to participate in orientation in public school.

8.0 DISCIPLINE

- 8.1 Discipline related to First Nation students shall be in accordance with the School Act and Regulations, the Code of Conduct for each school as approved by the Board, and the

Appeals Bylaw of the Board, with due consideration given to the recommendations on discipline policy provided by the First Nation.

- 8.2 The administrators of the schools attended by FN students shall communicate annually, prior to November 30th, with First Nation representatives to discuss school discipline policies and procedures, or when the situation may arise.
- 8.3 School administrators and First Nation Education representatives will endeavour to employ a team approach when dealing with global disciplinary issues involving FN students.
- 8.4 With written parental consent, the Band Coordinator and/or Education Director shall be notified of potential disciplinary action and all correspondence related to student discipline by the school based administrator.

9.0 CULTURAL AWARENESS

- 9.1 To prioritize implementation of Secwepemc culture, language and tradition, the Bands in collaboration with the Board shall identify resource people to facilitate cultural workshops, ceremonies and events.
- 9.2 The Board will encourage schools with the Bands and relevant employee groups to deliver professional development day activities for all educational staff working with First Nations students.
- 9.3 The Board will provide the Bands with the use of facilities, if available, to accomplish their student goals. The Use of Facilities policy will be in force, as provided by the Board. For more information:
<http://www.sd83.bc.ca/About%20Us/Policies/SchoolBuildings.Policy.pdf>
- 9.4 The Board will foster a comprehensive understanding of Aboriginal staff employees and their roles and responsibilities.
- 9.5 The Board and the Bands will ensure that the traditional protocols within the individual Bands of the Secwepemc Territory in the District are adhered to.

10 COMMUNICATION

- 10.1 A key ingredient of this LEA is effective communication between all staff and parents and guardians. If issues cannot be resolved between staff and parents, in order to

ensure that both parties share a common understanding of the specific situation regarding the student in question, the next level of communication will be between the Administrator in the school, parents and the Band Education Co-ordinator.

- 10.2 Communication between the Board and the Bands will be maintained through regular meetings of appropriate school and district personnel with First Nations parents or legal guardians and Band education staff.
- 10.3 The Board and the Band have joint responsibility to keep the student and parents/legal guardians informed of intents and decisions at all times.
- 10.4 The Board and the Bands will encourage First Nation parents to attend parent-teacher interviews.
- 10.5 District employees of the schools attended by First Nation students will be encouraged by the board to attend community meetings/events on reserve, if invited by the First Nation.

11.0 TUITION PAYMENT AND DATA COLLECTION

- 11.1 The September 30th enrollment figures shall be:
 - 11.1.1 Certified by the School Administrator;
 - 11.1.2 Certified by the Secwepemc Band Education Coordinator or Director and;
 - 11.1.3 Approved by a representative of Aboriginal Affairs and Northern Development (AANDC) Canada.
- 11.2 The Bands shall pay to the Board an annual (July 1 – June 30) tuition fee equivalent to the amount by which the Board's Block Grant is reduced for the students on the Nominal Roll.
- 11.3 The Band agrees to pay the Board tuition fees as follows:
 - August 1: 30 % of previous year's amount for current year; (for Sept/Oct/Nov)
 - November 1st: 20 % of previous year's amount for current year; (for Dec/Jan)
 - February 1st: 20 % plus adjustments for previous 9 months estimates; (for Feb/March)
 - April 1st: 30% of current year's amount. (For April/May/June)
- 11.4 For the purposes of student data collection:
 - 11.4.1 The Band will take responsibility, in collaboration with school Administrators for the nominal roll data collection process.

- 11.4.2 The Board will take responsibility for the 1701 data collection process.
- 11.4.3 The parties will work together to maintain the integrity of the data collected.
- 11.4.4 The Board will track nominal roll students that drop out for the purpose of data collection and sharing.
- 11.5 Until such time as the final Block Grant adjustment for nominal roll students has been determined, the payment will be based upon the estimated amount as established by the Board. When the final amount is known, the next installment shall be amended to include an adjustment for past payments.
- 11.6 On or before March 1st of each year of this Agreement, the Bands will provide to the Board an estimate of the number of First Nation students and the grade level of each student who will be attending Board schools the following school year. The Board shall use the estimated enrollment figure for the purposes of staffing.
- 11.7 If by agreement of the Bands and the Board, the Board provides extraordinary services such as specialized Career Programs or programs to any nominal roll student, the cost that is in excess of the Block Grant, the Bands shall reimburse the Board for the cost of those services or programs within 30 days of the receipt of an invoice from the Board, providing that these services are agreed upon prior to the beginning of the school year.
- 11.8 The Bands and the Board agree that additional services or programs not referred to in this Agreement may be provided by the Board if the Bands and Board agree to the terms and costs for such service(s) or program(s).
- 11.9 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.

12.0 DEFAULT

If there is a default under the terms of this agreement the issue will be referred to the dispute resolution process outlined in Section 16.

13.0 ACCESS TO RESOURCES AND SERVICES

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

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

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

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

13.2 Access to School District Activities

13.2.1 The Board will encourage the North Okanagan Shuswap Teacher's Association, and the Canadian Union of Public Employees Local #523, and the B.C. Principal/Vice Principal Association to extend an invitation to the Band Schools to participate in appropriate professional meetings, conferences, and training sessions;

13.2.2 The Board will invite band Schools to participate in mutually agreed upon extra-curricular activities;

13.2.3 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

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

13.3 Student Orientation

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

13.4 Access to First Nation 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.

13.5 Student Records

The Band 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 the school District.

14.0 **TRANSFER OF STUDENTS**

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

14.2 The transfer of First Nation students from school to school within School District #83 should be discouraged by the parent, the Board and the Bands, unless it is deemed by the parent, the Board and the Band that it is in the best interest of the child.

15.0 **DATES OF AGREEMENT**

15.1 Term

This agreement between the Bands and the Board will be for the period July 1st, 2012, to June 30th, 2017.

15.2 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.

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 Aboriginal Education or designate will provide formal notice to Chief and Council, Education Directors and Band Coordinators of renewal conversations, July 3, 2016 and create a schedule of working meetings in order to review, consult and renew the next Local Education Agreement.

16.0 **DISPUTE RESOLUTION**

16.1 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)

16.2 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.

16.3 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.

16.4 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.

17.0 NOTICES

17.1 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:

Chief Nelson Leon and Council,
Adams Indian Lake IB.
P.O. Box 588,
Chase, BC V0E 1M0

Chief Felix 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 #83,
P.O. Box 129,
Salmon Arm, B.C. V1E4N2

17.2 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.

18.0 REFERENCES

18.1 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.

18.2 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.

19.0 GENERAL

19.1 This agreement will be governed in accordance with the laws in force in the Province of British Columbia and Government of Canada.

19.2 This agreement will inure to the benefit of and be binding upon parties hereto and their respective successors and assigns.

19.3 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 3, 2012:

SIGNED: **ON BEHALF OF THE BANDS**

Nelson Leon, Chief Adams Lake IB

Witness _____

Print name:

Felix Arnouse, Chief Little Shuswap IB

Witness:

Print name:

Judy Wilson, Chief Neskonlith IB

Witness

Print name

Wayne Christian, Chief Splatsin

Witness

Print name

SIGNED: **ON BEHALF OF THE BOARD OF EDUCATION**

Board of Education Chair – Bobbi Johnson

Witness

Superintendent of Schools – Dave Witt

Witness

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