

**SCHOOL DISTRICT NO. 52 (PRINCE RUPERT)**

**A G E N D A**

**REGULAR OPEN SCHOOL BOARD MEETING  
MEETING HELD AT BOOTH MEETING ROOM  
AND ON ZOOM**

**Monday, April 15, 2024- 7:00 P.M.**

1. **Adoption of Agenda**
2. **Presentation(s):**
  - 2.1 Thomas Kertes & Annamarie Prohaska re: Ottawa Field Trip
3. **Approval of the Minutes of the**
  - 3.1 Open Board Meeting Held on March 11, 2024 (p. 3)
4. **Necessity of Closed Meeting and Agenda**
  - 4.1 Approval of Agenda
  - 4.2 Approval of Minutes of the In-Camera Meeting held February 20, 2024
  - 4.3 Human Resources Report
  - 4.4 Secretary-Treasurer's Report
  - 4.5 Other
  - 4.6 Legal Items
  - 4.7 Information Items
  - 4.8 Old Business
  - 4.9 Items for Release
5. **Correspondence**
  - 5.1 Addressed to the Board  
None
  - 5.2 Copied to the Board  
None
6. **Superintendent of Schools' Report**
  - 6.1 For Board Information:
    - 6.1.1 Field Trips (p. 9)
    - 6.1.2 Enrolment
      - 6.1.2.1 Enrolment graph (p. 10)
    - 6.1.3 Upcoming Projects/Learning/Other
7. **Secretary-Treasurer's Report**
  - 7.1 March 2024 Expenditures Report (p.12)
  - 7.2 March 2024 Operations Department Report (p. 14)
  - 7.3 March 2024 Information Technology Department Report (p.16)
8. **Committee Reports**
  - 8.1 Finance & Building Committee **(Trustees Beil, Maier, Pucci)**

- 8.2 Framework for Enhancing Student Learning (Trustees Horne, Toye)
- 8.3 Provincial Council (Trustees Horne, Sanchez)
- 8.4 Indigenous Education Council (Trustees Toye, Sanchez)
- 8.5 Policy Committee (Trustees Horne, Sanchez)
  - 8.5.1 April 9, 2024 Meeting minutes (p. 18)
  - 8.5.2 Policies for Approval
    - 8.5.2.1 1610 – Field Trip Policy (p. 19)
    - 8.5.2.2 2340 – Release Time of Staff to Act as Resource Personnel Policy (p. 20)
    - 8.5.2.3 2360 – Employee Conduct and Political Activities Policy (p. 21)
  - 8.5.3 Policies for Review
    - 8.5.3.1 4310 – Occupational Health and Safety Policy (p. 22)
    - 8.5.3.2 5110 – Corporate Sponsorship and Access to Students Policy (p. 23)
- 8.6 District Technology Steering Committee (Trustee Horne)

9. **Old Business**

10. **New Business**

- 10.1 BCSTA Motion
- 10.2 Sharing Metlakatla LEA (p. 24)

11. **Information Items**

- 11.1 BCSTA AGM, April 18-21, 2024
- 11.2 Professional Development Day, May 17, 2024
- 11.3 Victoria Day, May 20, 2024
- 11.4 Board of Education Meeting, May 21, 2024
- 11.5 Professional Development Day, Regional, April 19, 2024

12. **10 Minute Question and Answer Period**

13. **Adjournment**

SCHOOL DISTRICT NO. 52 (PRINCE RUPERT)

MINUTES

REGULAR OPEN SCHOOL BOARD MEETING  
MEETING HELD IN THE BOOTH MEETING ROOM  
Monday, March 11, 2024 – 7:00 P.M.

Trustees Present: D. Dalton, J. Horne, K. Toye, L. Sanchez, K. Maier

Staff Present: S. Pond, A. Samoil, T. Dickens, B. Verissimo

Regrets: M. Pucci, J. Beil

Board Chair Toye acknowledged that the meeting is being held on traditional Ts'msyen territory. The meeting was called to order at 7:00 p.m.

1. **Adoption of Agenda**

**Motion 20240311-1.0a**

Maier "Be it resolved by the Board of Education of School District No. 52  
Dalton (Prince Rupert) that the Agenda is approved as amended"

**Carried**

**Adding capital bylaw plan – to agenda**

2. **Presentation(s):**

The Superintendent introduced Michael McDowall the Vice Principal from Ecole Roosevelt Elementary School to present on the French Immersion Program. He reviewed what is involved with the French Immersion program and the benefits of Early French Immersion. Bilingualism can help students grow more cognitively. The curriculum is exactly the same but just in French. We currently have 183 students in the program. (10% of the student population. Roosevelt – 86, PRMS – 53 and CHSS – 44 students. French Immersion is inclusive and it is open to all students. 33% of French immersion students are Indigenous. How is the program funded? Through the Official Languages in Education Protocol, the Ministry of Education and Child Care administers federal funding. Review of what money is spent on within the program. Highlights this year: Carnaval, Will Jams – Merci au AFFNO, PRMS visit to North Pacific Cannery, French Immersion Picnic at Diana Lake. Canadian Parents for French helps with funding these types of activities. Currently working on translating the Ts'msyen Adaawx into French which would be available for all French classrooms. They have been looking at regular exchange programs. Experiences Canada has linguistic exchanges. Further, he is looking to create a permanent program which integrates French-speaking High School Students into elementary schools for credits or work experience. One of the big fears is that students won't learn or know English. By grade 7 French students are on par or ahead of English students. Trustees thanked Mr. McDowall for his presentation and would love to see the exchange program come to fruition. When we compare to provincial average of Indigenous students we are higher.

3. **Approval of the Minutes of the**

3.1 Open Board Meeting held February 20, 2024

**Motion 20240311-3.1**

Dalton  
Maier "Be it resolved by the Board of Education of School District No. 52 (Prince Rupert) that the minutes of the open Board meeting held February 20, 2024 be approved as presented."  
**Carried**

4. **Necessity of Closed Meetings and Agenda**

- 4.1 Approval of Agenda
- 4.2 Approval of Minutes of the In-Camera Meeting held February 20, 2024.
- 4.3 Human Resources Report
- 4.4 Secretary-Treasurer's Report
- 4.5 Other
- 4.6 Legal Items
- 4.7 Information Items
- 4.8 Old Business
- 4.9 Items for Release

**Motion 20240311-4.0a**

Maier  
Horne "Be it resolved by the Board of Education of School District No. 52 (Prince Rupert) that the closed meeting be held and that agenda items 1 through 9 be approved."  
**Carried**

5. **Correspondence**

- 5.1 Addressed to the Board  
None
- 5.2 Copied to the Board
  - 5.2.1 February 8, 2024 letter from BCSTA to Taleeb Noormohamed re: Bill C-322 – National Framework for a School Food Program Act
  - 5.2.2 February 8, 2024 letter from BCSTA to the Honourable Chrystia Freeland re: Federal Budget 2024 – National School Food Program
  - 5.2.3 February 9, 2024 letter from Ministry of Education and Child Care to Carolyn Broady re: Anti-Sexual Orientation Gender Identity disruptions
  - 5.2.4 February 28, 2024 letter of recognition from BCSTA to Alan Chell

**Motion 20240311-5.0a**

Horne  
Dalton "Be it resolved by the Board of Education of School District No. 52 (Prince Rupert) that Item 5.2.1 to 5.2.4 be received and filed."  
**Carried**

6. **Superintendent of Schools Report**

- 6.1 For Board Information:
  - 6.1.1 Field Trips  
The Acting Superintendent presented the list of approved field trips and answered questions from Trustees.
  - 6.1.2 Enrolment  
The Director of Instruction reported that enrolment is at 1852

February 29, 2024. Trustees appreciated the graph presented.

6.1.3 Upcoming Projects/Learning/Other

The Acting Superintendent, Sandra Pond, provided a summary of recent school activities and upcoming events in the school district. Schools are doing a great job connecting students to the community and extending their learning. Conrad Elementary hosted a Student Art Show through a Jane Goodall grant. Lax Kxeen Elementary invited the Rupert Rampage to come and read with their students. Both Pineridge and Roosevelt are enjoying a visit from Sparky and Fire Department this week.

The CHSS Wrestling Team and both the Senior and Junior Boys Basketball Teams travelled to compete in the Provincials this past month. Teams fundraise for these events. Both the Senior and Junior Girls teams won zones but chose not to go to Provincials due to the cost.

Due to provincial staff shortages in Health Care and Child Care, the Ministry is investing funds into Dual Credit Programs for Early Childhood Education (ECE) and Health Care. CHSS is currently offering ECE Dual Credit courses and will be offering an Introduction to Health Dual Credit Course next school year.

Data has been reviewed from the Grade 4 and 7 FSAs, the Student Learning Surveys, the Grade 10 Numeracy Assessment, the Grade 10 and 12 Literacy Assessment and the 5- and 6-year Graduation Rates for SD 52 with the Large Framework for Enhancing Student Learning Group. Priority #1 is to have equity and to eliminate the achievement gap for all students. We are celebrating the fact that the 5-year grad rates for all students increased from 59.9% to 82.1% and the 6-year grad rates increased from 70.6% to 91.8% which is at parity with Provincial averages.

Superintendent Samoil informed that during spring break will be some drilling at PRMS. Engineers and project managers will be here to receive input from public.

**7. Acting Secretary Treasurer's Report**

7.1 February 2024 Expenditures Report

The Acting Secretary-Treasurer presented the February 2024 Expenditures Report and answered questions from Trustees. Highlight of YTD variance. EA salary says under budget by \$120,000 and support staff under by \$130,000. Some EA positions weren't filled at the beginning of the year. Need to take a closer look at support staff numbers. Overbudget in TTOC. Hoping that will balance out by year end. Question why some numbers show lower than others. Based on 10 or 12 months. Plant maintenance credit to expenses – due to funds for middle school.

The Capital plan approved by board in January meeting. 2023-24 Capital SEP – Plumbing/sprinkler upgrades to CHSS, Conrad and Roosevelt. This is money that can only be used for this.

**CAPITAL BYLAW NO. 2023/24-CPSD52-03**  
**CAPITAL PLAN 2023/24**

WHEREAS in accordance with section 142 of the *School Act*, the Board of Education of School District No. 52 (Prince Rupert) (hereinafter called the "Board") has submitted a capital plan to the Minister of Education (hereinafter called the "Minister") and the Minister has approved the capital plan or has approved a capital plan with modifications,

NOW THEREFORE in accordance with section 143 of the *School Act*, the Board has prepared this Capital Bylaw and agrees to do the following:

- (a) Authorize the Secretary-Treasurer to execute a capital project funding agreement(s) related to the capital project(s) contemplated by the capital plan or the capital plan with modifications;
- (b) Upon ministerial approval to proceed, commence the capital project(s) and proceed diligently and use its best efforts to complete each capital project substantially as directed by the Minister;
- (c) Observe and comply with any order, regulation, or policy of the Minister as may be applicable to the Board or the capital project(s); and,
- (d) Maintain proper books of account, and other information and documents with respect to the affairs of the capital project(s), as may be prescribed by the Minister.

NOW THEREFORE the Board enacts as follows:

- 1. The Capital Bylaw of the Board for the 2023/24 Capital Plan as approved by the Minister, to include the supported capital project(s) specified in the letter addressed to the Secretary-Treasurer and Superintendent, dated March 11, 2024, is hereby adopted.
- 2. This Capital Bylaw may be cited as School District No. 52 Capital Bylaw No. 2023/24-CPSD52-03.

**Motion 20240311-7.1a**

Maier Horne	"Be it resolved by the Board of Education of School District No. 52 (Prince Rupert) that Capital Bylaw No. 2023/24-CPSD52-03, Capital Plan 2023/24 do all three readings in one on the 11 <sup>th</sup> day of March 2024."
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**Carried**

**Motion 20240311-7.1b**

Maier Horne	"Be it resolved by the Board of Education of School District No. 52 (Prince Rupert) that Capital Bylaw No. 2023/24-CPSD52-03, Capital Plan 2023/24 be read a first time the 11 <sup>th</sup> day of March 2024."
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**Carried**

**Motion 20240311-7.2c**

Maier Dalton	"Be it resolved by the Board of Education of School District No. 52 (Prince Rupert) that Capital Bylaw No. 2023/24-CPSD52-03, Capital Plan 2023/24 be read a second time the 11 <sup>th</sup> day of March 2024."
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**Carried**

**Motion 20240311-7.1d**

Maier  
Horne

"Be it resolved by the Board of Education of School District No. 52 (Prince Rupert) that Capital Bylaw No. 2023/24-CPSD52-03, Capital Plan 2023/24 be read a third time and passed the 11<sup>th</sup> day of March 2024."

**Carried**

7.2 February 2024 Operations Department Report  
The Acting Secretary-Treasurer presented the Operations Department Report for February 2024 and answered questions from Trustees.

7.3 February 2024 Information Technology Department Report  
The Acting Secretary-Treasurer presented the Information Technology Department Report for February 2024 and answered questions from Trustees.

**8. Committee Reports**

8.1 Finance & Building Committee **(Trustees Beil, Maier, Pucci)**

8.2 Framework for Enhancing Student Learning **(Trustees Horne, Sanchez)**  
Trustee Horne reported on the recent meeting. There is a lot of data to review with staff. There are some great things to report about as the Acting Superintendent reported earlier. We are looking to have a Board Working session on data after the budget after May they will be ready.

8.3 Provincial Council **(Trustees Maier, Pucci)**  
Nothing to report other than meeting at upcoming AGM.

8.4 Indigenous Education Council **(Trustees Toye, Sanchez)**  
Nothing to report as have not met.

8.5 Policy Committee **(Trustees Horne, Toye)**

8.5.1 March 4, 2024 meeting  
Trustee Horne presented the minutes of the March 4, 2024 meeting of the Policy Committee.

8.5.2 Policies for Approval  
8.5.2.1 6250 – District Parent Advisory Policy

**Motion 20240311-8.5.2.1**

Horne  
Dalton

"Be it resolved by the Board of Education of School District No. 52 (Prince Rupert) that 6250– District Parent Advisory Policy be approved as presented."

**Carried**

8.5.3 Policies for Review  
8.5.3.1 1610 – Field Trip Policy  
8.5.3.2 2340 – Release Time of Staff to Act as Resource Personnel Policy  
8.5.3.3 2360 – Employee Conduct and Political Activities Policy

**Motion 20240311-8.5.2**

Horne  
Maier                    “Be it resolved by the Board of Education of School District No. 52 (Prince Rupert) that 1610 – District Parent Advisory, 2340 – Release Time of Staff to Act as Resource Personnel and 2360 – Employee Conduct and Political Activities policies be sent to stakeholders for review.”

**Carried**

8.6        District Technology Steering Committee  
              Has not met

9.        **Old Business**

None

10.       **New Business**

Board Meeting Schedule returning to Tuesday. Discussion how some board members have run on basis that meeting would be on Tuesdays. Further a bylaw change would be needed to permanently changed. Tuesdays tend to be better for majority. Discussion about keeping on Mondays until the end of the year.

**Motion 20240311-10.2**

Horne  
Dalton                    “Be it resolved by the Board of Education of School District No. 52 (Prince Rupert) that the Board of Education Meetings continue with Mondays until the end of June with the exception of May.”

**Carried**

11.       **Information Items:**

11.1      Spring Break, March 18-28, 2024

Chair Toye noted that Spring Break is from March 18-28, 2024.

11.2      Good Friday, March 29, 2024

Chair Toye noted that Good Friday is on March 29, 2024.

11.3      Easter Monday, April 1, 2024.

Chair Toye noted that Easter Monday is on April 1, 2024.

11.4      Board of Education Meeting, April 15, 2024

Chair Toye noted that the next Board of Education meeting is on April 15, 2024.

11.5      Professional Development Day, Regional, April 19, 2024.

Chair Toye noted that the Profession Development Day, Regional is on April 19, 2024.

12.       **10 Minute Question and Answer Period**

None

13.       **Adjournment**

Chair Toye adjourned the meeting at 8:13 p.m.



**SUPERINTENDENT OF SCHOOLS REPORT  
TO BOARD OF SCHOOL TRUSTEES**

**April 15, 2024**

**6.1 For Board Information:**

**6.1.1 Field Trips Approved**

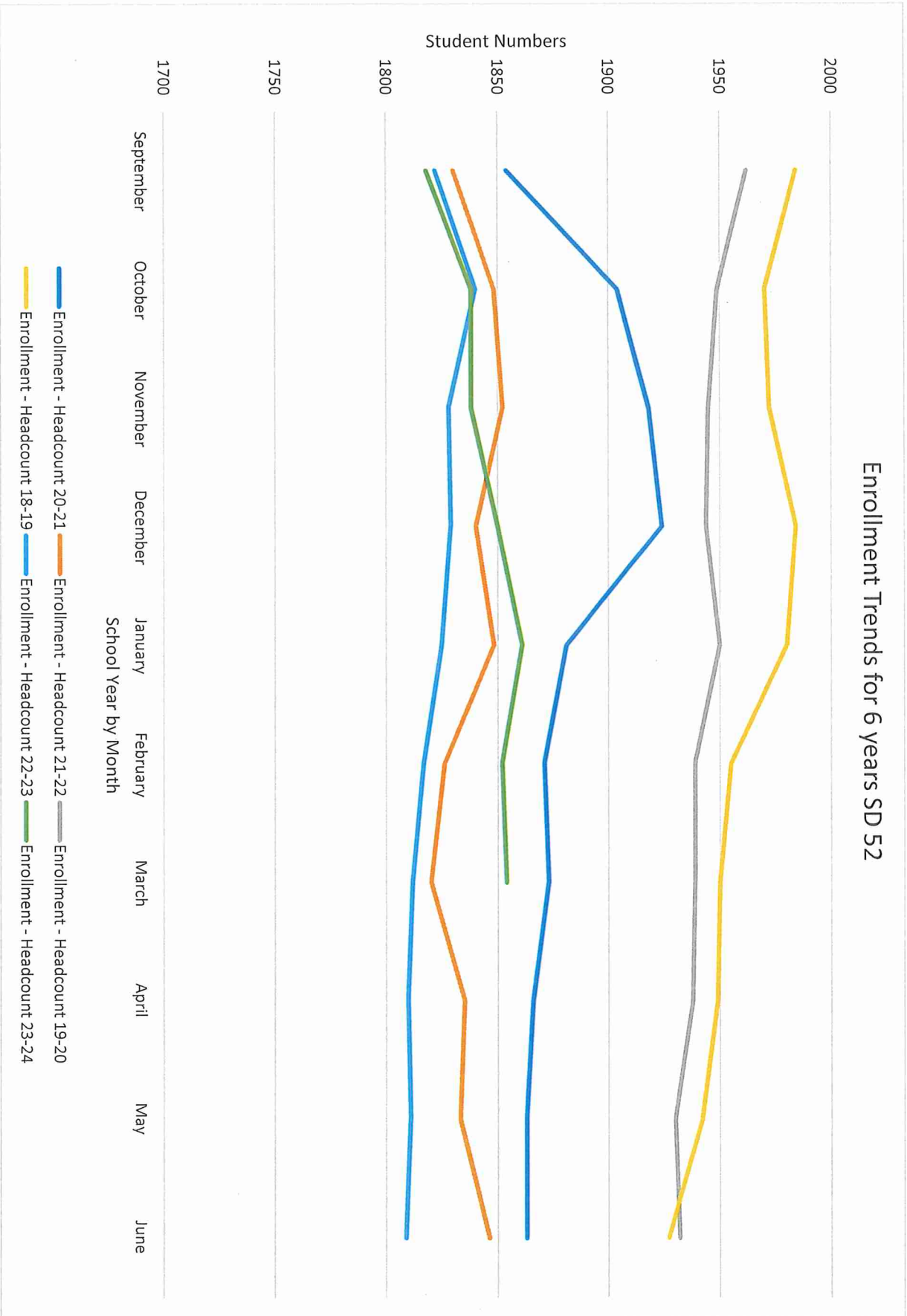
	<b>School</b>	<b>Dates</b>	<b># School Days</b>	<b>Grade</b>	<b>Purpose</b>
1.	CHSS	Feb 22-25/24	2	8-11	Vancouver for wrestling provincials
2.	CHSS	Feb 22-28/24	4	9/10	Langley for Jr. Boys Basketball Provincials
3.	CHSS	Mar 5-10/24	4	11/12	Langley for Sr. Boys Basketball Provincials
4.	PCS	Mar 13/24	1	School	Oolichan fishing on the Skeena River
5.	CHSS	Mar 27-Apr 6/24	5	10-11	Experiences Canada
6.	CHSS	Apr 2-4/24	3	Ottawa	Nisga'a Museum and Govt house and Smithers day trip with Ottawa group
7.	CHSS	Apr 23/24	.5	9	Curling with Acropolis residents
8.	CHSS	Apr 25/24	.5	10	Girls PE class to Diana Lake
9.	CHSS	May 2/24	.5	10	Girls PE to the pool to workout
10.	CHSS	May 9/24	.5	10	PE class to Racquet Centre
11.	CHSS	June 4/24	.5	9	Girls PE class to Diana Lake
12.	CHSS	June 6/24	.5	10	Girls PE to pool for kayaking
13.	CHSS	June 13/24	.5	10	Girls PE to Butze Rapids Trail

6.1.2 Enrolment

6.1.2.1 Enrolment graph (p. 10)

6.1.3 Upcoming Projects/Learning/Other

### Enrollment Trends for 6 years SD 52



March 31, 2024  
slp

**Enrollment for SD 52      2023-2024**

September 30, 2023	1, 818
October 31, 2023	1, 838
November 30, 2023	1, 838
December 31, 2023	1, 850
January 31, 2024	1, 861
February 29, 2024	1, 852
March 31, 2024	1, 854

School District No. 52  
EXPENDITURES BY PROGRAM AT MARCH 31, 2024  
( Fund-Function-Program )

SDS GUI  
Report ID 2001

Fund : 0 Operating

PR TITLE	MAR	YEAR TO DATE	ENCUMBERED	FULL YEAR BUDGET	AVAILABLE	PERC
Function : 1 Instruction						
2 Regular Instruction	1,270,764.53	9,014,106.25		12,773,533	3,759,427	29%
3 Career Preparation	7,145.94	48,271.53		77,398	29,126	38%
7 Library Services	50,120.59	337,038.11		468,424	131,386	28%
8 Counselling	33,727.83	238,854.72		343,805	104,950	31%
10 Special Education	474,791.24	3,540,797.15		5,191,213	1,650,416	32%
30 English Language Development		274.03		2,373	2,099	88%
31 Aboriginal Education	172,147.45	1,339,174.65		1,973,814	634,639	32%
41 Business Admin	188,328.05	1,544,161.18		2,102,531	558,370	27%
TOTAL FOR Function - 1	2,197,025.63	16,062,677.62	0	22,933,091	6,870,413	30%
Function : 4 District Administration						
11 Education Admin	37,522.29	352,406.05		458,128	105,722	23%
40 Governance	17,760.63	146,529.80		187,616	41,086	22%
41 Business Admin	90,213.66	864,455.53		1,152,499	288,043	25%
TOTAL FOR Function - 4	145,496.58	1,363,391.38	0	1,798,243	434,852	24%
Function : 5 Maintenance & Operations						
41 Business Admin	18,758.21	216,117.79		257,714	41,596	16%
50 Plant Maintenance	129,706.27	948,737.14	3,372.08	1,978,889	1,030,152	52%
52 Maintenance Of Grounds	34,194.98	100,080.23		166,408	66,328	40%
56 Utilities	79,550.27	343,264.18		623,399	280,135	45%
TOTAL FOR Function - 5	262,209.73	1,608,199.34	3,372.08	3,026,410	1,418,211	47%
Function : 7 Transportation						
41 Business Admin	96.88	737.55		932	194	21%
70 Student Transportation	19,426.02	234,162.26		355,353	121,191	34%
TOTAL FOR Function - 7	19,522.90	234,899.81	0	356,285	121,385	34%
TOTAL FOR Fund - 0	2,624,254.84	19,269,168.15	3,372.08	28,114,029	8,844,861	31%
GRAND TOTAL	2,624,254.84	19,269,168.15	3,372.08	28,114,029	8,844,861	31%

School District No. 52 (Prince Rupert)  
 Financial Report - Operating Fund  
 March 31, 2024

Category	2023/24 Amended Budget		Year-to-Date Actual	% Remaining For Year	% Remaining Expected	Year-to-Date	
	Budget					Budget	Variance
Teachers Salary	\$ 11,098,897		\$ 7,797,767	29.74%	30.00%	\$ 7,769,228	\$ (28,539)
Principals and Vice Principals Salary	2,379,581		1,789,490	24.80%	25.00%	1,784,686	(4,804)
Educational Assistants Salary	2,235,661		1,437,733	35.69%	29.27%	1,581,321	143,588
Support Staff Salary	2,438,345		1,599,221	34.41%	27.87%	1,758,725	159,504
Other Professionals Salary	1,482,517		1,093,810	26.22%	25.00%	1,111,888	18,078
Substitutes Salary	1,185,553		951,990	19.70%	28.34%	849,558	(102,432)
Benefits	4,735,242		3,398,045	28.24%	28.50%	3,385,639	(12,406)
Services & Supplies	2,558,233		1,201,112	53.05%	37.38%	1,601,845	400,733
<b>Total Operating Expenses</b>	<b>\$ 28,114,029</b>		<b>\$ 19,269,168</b>	<b>31.46%</b>	<b>29.42%</b>	<b>\$ 19,842,890</b>	<b>\$ 573,722</b>

# Monthly Report to the Board

## March 2024

### Facilities:

Spring Break allowed us to get into the schools and tackle some of the larger jobs around the district.

Roosevelt, CHSS and Conrad had fire protection work completed which included replacing sprinkler heads, component upgrades and pipe replacement.

Digital controls were installed on the new unit ventilators at Roosevelt. The next stage of the upgrade is to connect the new unit ventilators to the boiler system which will be able to be completed this summer.

Digital controls were installed and connected to the reheat coils installed at CHSS.

Demolition and construction has started on the new District Commercial kitchen.

Playgrounds were inspected and rocks were cleared from rubber surfacing at our playgrounds.

CHSS had some of their concrete stairs resurfaced.

Fence repairs completed at Conrad and PRMS.

### Custodial:

Schools received a good deep clean and filters changed.

### Energy & Conservation

DDC programming of the new HVAC work occurred.

Transportation

Buses received semi-annual inspections and were serviced.

September to March **116 Trips**

Field Trips in town (no cost to school) – CHSS 19, PRMS 13, Elementary Schools - 84

September to January **37 Trips**

Field Trips – out of town (cost recovery basis) CHSS -26, PRMS -6, PCS -3, Elementary Schools -2

Health & Safety

District OHS training day, occurred March 12<sup>th</sup>. District OHS



INFORMATION TECHNOLOGY  
DEPARTMENT  
DINESH GAUTAM, MANAGER,  
INFORMATION TECHNOLOGY

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## Monthly Report to the Board

### March 2024

**Network Status:** In March, no network incidents were reported. However, we experienced two scheduled power outages at PRMS, Pineridge, Roosevelt, CHSS, and PCS during spring break. After power restoration, all network connections were swiftly reestablished without any issues.

**Smart Board Update:** We have acquired six new Hikvision Smart Boards to replace nonfunctioning Epson Projectors across our schools, distributed as follows:

- CHSS: 2 units
- PRMS: 2 units
- LAX: 1 unit
- WAP: 1 unit

These new Smart Boards will significantly enhance interactive learning experiences and technological capabilities at each location, improving the educational environment.

**Firewall Update:** All school site firewalls have been successfully updated to the recommended firmware (10.1.10-h5), along with the Core Firewall. This latest upgrade has effectively resolved the certificate error.

**March Break IT Operations:** During the spring break, our IT team visited schools to collect equipment for repair and conduct a comprehensive inventory of laptops and desktops. This data will guide our summer replacement planning.

**CHSS Laptop Update:** We have reimaged 12 laptops at CHSS with updated Windows patches and software. These laptops will serve as loaner devices for students as needed.





INFORMATION TECHNOLOGY  
DEPARTMENT  
DINESH GAUTAM, MANAGER,  
INFORMATION TECHNOLOGY

#### Network Improvements:

- **Pineridge:** The school's network at Pineridge has been successfully upgraded from 50 MB to 100 MB, doubling the internet speed and significantly improving connectivity for our students and staff. This upgrade ensures a more seamless online learning experience and enables smoother access to digital resources across the schools. The enhanced network infrastructure will support the growing demand for bandwidth-intensive activities such as video streaming, online collaboration, and educational applications. We anticipate that these improvements will positively impact teaching and learning outcomes at Pineridge School.
- **Roosevelt:** Network equipment at Roosevelt has been upgraded from HP to Ubiquiti, replacing eight-year-old switches. The new Ubiquiti switches offer enhanced visibility throughout the school and integrate seamlessly with our wireless access points. We replaced six old HP switches with two 48-port switches, including a 10 GB backbone for increased switching capacity. Ubiquiti's management software features a user-friendly interface, streamlining network administration tasks for more efficient troubleshooting and management. The decision to upgrade to Ubiquiti switches at Roosevelt School was driven by the need for improved network performance, management, scalability, integration with wireless access points, and cost-effectiveness.

School District No. 52 (Prince Rupert)  
Policy Committee  
Tuesday, April 9, 2024  
4:30 pm

## MINUTES

In Attendance: James Horne  
Louisa Sanchez  
Danielle Dalton (Observer)  
Janet Beil (Observer)  
Andrew Samoil  
Brittney Verissimo  
Tammy Dickens

The meeting was called to order at 4:30 p.m.

1. Policies for Approval
  - a. 1610 – Field Trip Policy
  - b. 2340 – Release Time of Staff to Act as Resource Personnel Policy
  - c. 2360 – Employee Conduct and Political Activities Policy

The Committee agreed to present policies 1610, 2340 and 2360 at the Board meeting to for approval.

2. Policies for Review
  - a. 4310 – Occupational Health and Safety Policy
  - b. 5110 – Corporate Sponsorship and Access to Students Policy

The Committee agreed to present Policies 4310 and 5110 at the Board meeting to be sent for review with changes.

3. Other Business

Meeting Adjourned at 4:56 p.m.

Next Meeting: Tuesday, May 14, 2024

**Policy No.** 1610  
**Date Approved:** 1-Nov-2014  
**Date Amended:** 10-Nov-2015; 16-Jan-2018; 12-Jan-2021  
**Position Responsible for updates:**

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**1610 Field Trip Policy**

Well-planned and properly supervised field trips provide educational and cultural value for students. For the purpose of this policy and the accompanying regulations, a field trip is any supervised teacher or school sponsored activity where students leave the school premises for part of a day, a day, or multiple days.

Field trips should be selected, planned, organized, and conducted in the context of clear educational benefits and student safety.

International student trips require approval in principle from the Board, as set out in regulations. Final approval, or a decision to cancel a planned trip, rests with the Superintendent.

**Related Policies and Regulations**

- 1610-10 Field Trip Approval and Permissions Regulation**
- 1610-11 Field Trip Transportation Regulation**
- 1610-12 Field Trip Supervision Regulation**
- 1610-13 Field Trip Risk Management Regulation**
- 1610-14 Field Trip – Unescorted Travel Regulation**
- 1610-15 Field Trip Budget Regulation**
- 1610-20A Field Trip Approval Application Form**
- 1610-30A Field Trip Consent Form**
- 1610-35A Field Trip Information Form**
- 1610-40A High Risk Consent Form**

**Policy No.** 2340

**Date Approved:**

**Date Amended:** 20-May-2016; 7-Nov-2018, May 11, 2021

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**2340 Release Time of Staff to Act as Resource Personnel Policy**

School district personnel may have an opportunity to act as speakers or consultants at educational conventions or conferences.

The Board approves in principle the release of such personnel provided there is no additional cost to the Board.

The Superintendent is authorized to approve such release time:

- which will not unduly interfere with the duties of the person involved;
- for limited periods of time; and
- subject to the availability of a suitable replacement or other appropriate coverage.

Personnel may not speak on behalf of the district unless they have been delegated to do so by the Superintendent, in accordance with 6510 – Board Communications Policy.

2340-10 Non-Instructional Release Time  
6510 Board Communications Policy

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2360 Employee Conduct Regarding and Political and/or Religious Activities

The School Act requires a non-sectarian approach to the conduct of education in British Columbia schools. Therefore, the study of political or religious issues in classrooms shall be of an objective and comparative nature, and related to the provincial curriculum.

The Board will not allow any activities or distribution of materials in schools during instructional hours which are political or religious in nature and which are intended to convert the belief or opinion of another person. The Board delegates to the Superintendent the authority to make and implement regulations with respect to activities that may be pursued and materials that may be distributed.

*Principles for Employee Conduct include the following:*

**Loyalty:** All employees have a duty of loyalty to the school district as their employer. The duty of loyalty requires employees, irrespective of political preferences or affiliations, to serve the school district to the best of their ability. Employees must, in the conduct of their duties, instill confidence and trust, and must not impugn the reputation of the school district.

**Public Comment:** School district employees are free to comment on public issues but must exercise caution to ensure that, by doing so, they do not jeopardize the perception of impartiality in the performance of their duties. For this reason, care should be taken in making comments or entering into public debate, including comments on social media, regarding school district policies. Employees must not use their position in the school district to lend weight to the public expression of their personal opinions.

**Political Activity:** Employees are free to participate in political activities. Employees (or their affiliates) must not engage in political activities during working hours. Employees' political activities must be clearly separated from activities related to their employment (including the use of organization resources of any kind).

Employees are required to obtain prior approval in accordance with Regulation 2360-10 before distributing union, political or religious information to students or parents.

Related Policies and Regulations:

**Related Policies and Regulations:**

2360-10 Employee Conduct and Political Activities

**Policy No.** 4310

**Date Approved:**

**Date Amended:** March 11, 2014, January 23, 2015; 8-May-2018, December 8, 2020

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## **4310 Occupational Health and Safety**

The Board is committed to providing a safe and healthy workplace for all employees.

To achieve this, district administrative staff maintain an Occupational Health and Safety (OH&S) Program that is consistent with Workers Compensation Board Legislation and WorkSafe BC Regulations, and is designed to prevent injuries and disease. The OH&S Program will incorporate regulations to prevent and address violence and workplace bullying and harassment.

All administrative and supervisory personnel are trained and knowledgeable of WorkSafe BC safety and health requirements and they understand their roles and responsibilities for ensuring a safe working environment.

All district administrative and supervisory personnel shall ensure that each employee under their direction is properly trained and knowledgeable about their duties, and shall promote strict observance of established procedures and safe work practices.

All employees, contractors and volunteers are required to:

- follow established work procedures, all safety regulations and the directions of their supervisor;
- report unsafe conditions or acts; and
- perform their duties in a manner which will meet the objective of eliminating workplace incidents and accidents.

This policy will be accessible to all employees at their workplace. It is the responsibility of every employee to co-operate in attaining a safe work environment in order to enjoy a workplace free of bullying, harassment, violence and injury.

### **REFERENCES**

- [WorkSafeBC Occupational Health and Safety Policies, Regulations & Guidelines](#)
- [WorkSafeBC Standards](#)
- [4310-10, Occupational Health and Safety](#)
- [4320-10, Bullying and Harassment](#)
- [4330-10, Protection of Employees from Violence in the Workplace](#)

**Policy No.** 5110

**Date Approved:**

**Date Amended:** 11-Mar-2014; 8-March-2016; 12-Mar-2019; 12-Jan-2021

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**5110 Corporate Sponsorship and Access to Students Policy**

Positive relationships between the school district and the business/corporate sector can contribute to the quality of education for students. In order to protect the welfare of students and the integrity of the learning environment, the Board expects that school district/corporate relationships, including sponsorships and donations, will be conducted in an ethical manner. Corporate sponsorships and donations arise from informal or formal relationships where goods, services or funds are provided in exchange for returns such as gaining positive recognition or meeting a corporation's goal related to community involvement. These funds are provided to enhance but not replace funding from the provincial government.

The Board supports corporate sponsorships and donations which treat the welfare of students as a paramount concern and which:

1. enhance the delivery of quality, relevant and culturally responsive programs for students;
2. create additional and equitable opportunities for students;
3. benefit the schools and the school district;
4. are respectful of community standards;
5. are respectful of the educational setting;
6. provide unfettered ownership of the donation by the district; and
7. are consistent with school district policies and regulations.

The Board will recognize the contributions of corporate sponsors through an appropriate expression of appreciation and by providing a charitable receipt for income tax purposes. **At least three times per year** The Board will **receive a report be notified** of contributions received with a value of **\$10,000 or more more than \$20,000**.

Agreements involving sponsorship identification, commercial relationships, or corporate sponsorship shall be approved by the Superintendent, who has the right to withhold approval or refer the agreement to the Board for approval. Agreements in excess of \$75,000 require the approval of the Board.

**Related Policies and Regulations:**

5110-10 General Access to Students Regulation

5110-20 Name Lists Regulation

5110-30 Advertising Materials in Schools Regulation

5210 Naming Policy

5210-10 School Participation in Community and Other Campaigns



## Local Education Agreement



THIS AGREEMENT (the "Agreement") made and entered into this 8th day of April, 2024 shall be effective from the 1<sup>st</sup> day of March, 2024 until March 1, 2026.

### BETWEEN:

**Maxłaxaala GOVERNING COUNCIL**

(herein called "Metlakatla")

### AND:

**THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO.52 (PRINCE RUPERT)**

(herein called the "Board")

### WHEREAS

- A. On July 1<sup>st</sup> 2018, the Province of British Columbia, the Government of Canada and the First Nations Education Steering Committee entered into the BC Tripartite Education Agreement ("BCTEA"), agreeing to network together to make systemic shifts to support successful educational outcomes of all First Nation Students, regardless of where they live or are enrolled in school in British Columbia, through the provision of high quality and culturally relevant elementary and secondary educational programs and services, and support by funding that is responsive to the unique needs of First Nation Students and communities; and

### AND WHEREAS

- B. The parties to the BCTEA recognize Local Education Agreements (LEA) as an integral part of the delivery of education services to First Nation students attending BC schools, as they are an important mechanism for building relationships between First Nation Communities and boards of education and schools to support improved First Nation student outcomes; and

### AND WHEREAS

- C. Through membership on the Indigenous Education Council (IEC), Metlakatla and the Board intend to provide educational programs and other educational services for Metlakatla Students resident within the School District which are appropriate to their cultural and linguistic heritage and a continuing source of satisfaction and pride for Metlakatla and for the School District; and



**AND WHEREAS**

- D. The Board has the authority, under section 86(3) of the School Act, to enter into agreements with Metlakatla, a Band as defined in the federal Indian Act, RSC, c1-5, with respect to the education of Metlakatla Students; and

**AND WHEREAS**

- E. The Metlakatla First Nation, pursuant to its inherent jurisdiction over educational matters:
- a. has the authority and responsibility for the education of Metlakatla Students, and
  - b. desires to ensure its students all have access to, and receive, quality education that is respectful and reflective of their unique culture and history, and
  - c. has the authority to enter into agreements with the Board with respect to the education of Metlakatla Students,

**THEREFORE** the parties agree as follows:

**1.0 PURPOSE**

- 1.1 This Agreement confirms the mutual commitment of the Parties, and acknowledges the important role of schools, to build a positive, effective, collaborative and constructive relationship to improve Metlakatla Students' educational outcomes and achieve high levels of Metlakatla Student Success, graduation and transition to post-secondary education and training, or employment;
- 1.2 This Agreement sets out the roles and responsibilities of the Parties and school(s) to meet the purposes and objectives of this Agreement, consistent with the BCTEA; and
- 1.3 This Agreement serves as a core shared accountability mechanism for both the Metlakatla First Nation and the Board regarding the education of Metlakatla Students in the School District.

**2.0 Interpretation**

- 2.1 For the purpose of this agreement, the following definitions shall apply:
- a) **"Additional Funding"** means funding other than Tuition Fees.
  - b) **"AEPA"** means the Aboriginal Education Partnership Agreement.
  - c) **"Board"** means the Board of Education of School District No. 52 (Prince Rupert) and those individuals designated by the Board to fulfill the duties laid out in this Agreement, unless in context a clause refers specifically to the Board of Education. In accordance with Section 65(1) of the *School Act*, the legal name of the board is: "The Board of Education of School District No. 52 (Prince Rupert)".
  - d) **"District Funding Allocation"** means the funds received by the Board from the Province of British Columbia for the education of students in the School District in accordance with the *School Act*.

- e) **“Early School Leaver”** refers to any student leaving school, by their choice or the choice of the school, prior to the completion of Grade 12.
- f) **“Educational Program”** means an organized set of learning activities that in the opinion of:
- i. the Board, in the case of the learning activities provided by the Board; or
  - ii. the Minister, in the case of learning activities in a provincial school,
  - iii. is designed to enable learners to develop their individual potential and to acquire the knowledge, skills and attitudes needed to contribute to a healthy, democratic and pluralistic society and a prosperous and sustainable economy.
- g) **“First Nation”** means an Indian Band as defined in the Indian Act (Canada).
- h) **“First Nation Student”** means a student who has self-identified as being of Indigenous ancestry and who is
- i. of school age as defined in the School Act, or
  - ii. an adult learner in attendance in an educational program recognized by the Board, the Ministry of Education, and a First Nation.
- i) **“Framework for Enhancing 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 Ministry Policy.
- j) **“IEC”** means the Indigenous Education Council of School District No. 52 (Prince Rupert) and employees of the Indigenous Education Department of the Board, unless in context a clause refers specifically to the IEC.
- k) **“LEA” or “Agreement”** means this Local Education Agreement.
- l) **“Metlakatla”** means the governing council of the Metlaktla Band and those individuals designated by Metlakatla to fulfill the duties laid out in this Agreement, unless in context a clause refers specifically to the governing council.
- m) **“Metlakatla Educational Program”** means an organized set of learning activities that, in the opinion of Metlakatla and the Board, is designed to enable First Nation students to develop their individual potential and acquire the knowledge, skills, and attitudes needed to achieve a quality academic and culturally relevant education.
- n) **“Metlakatla Student”** means a First Nation Student who is a member of, or who is affiliated and associated with, Metlakatla, who resides in Metlakatla, BC and who is enrolled in a school operated by the Board.

- o) "Ministry" means the Ministry of Education.
- p) "Nominal Roll" means the list of those First Nation Students that are enrolled in a Board school and are residing in Metlakatla, BC. as of September 30 of the school year.
- q) "School District" means the area constituted under the School Act as School District No. 52 (Prince Rupert).
- r) "School Year" means a 12-month period commencing on July 1st and ending on June 30th of the following calendar year
- s) "Targeted Indigenous Education Funding" means the funding provided by the Ministry to the Board to provide culturally-appropriate educational programs and services to support the success of Indigenous students. Provincial policy guidelines state that the programs and services provided through this funding "must be in addition to any other program and service which an Indigenous student is eligible".
- t) "TSLA" means the Ts'msyen Sm'algyax Language Authority.
- u) "Tuition Fees" means the amount of funding (as determined by the Ministry of Education, for the current school year) provided to the Board by Metlakatla for students on the Nominal Roll who are attending Board schools. Tuition fees are to be used by the Board to provide the educational programs and educational services which support Metlakatla Students.
- v) "TRC": means the Truth and Reconciliation Commission.
- w) "MOECC": means the Ministry of Education and Child Care.
- x) "MGC": means the Metlakatla Governing Council.
- y) "SOC": means the policy called School of Choice in the School Act.
- z) "FNESC": refers to the First Nations Education Steering Committee of BC
- aa) "BCTEA": refers to the British Columbia Tripartite Education Agreement

### 3.0 GUIDING PRINCIPLES

3.1 The parties will be guided by the following principles:

#### First Nations Central Role in First Nations Education

- a) Indigenous families and communities have the right to retain shared responsibility for the upbringing, training, education and well-being of their children. Consistent with the rights of the

child, Indigenous peoples have the right to establish and control their educational systems and education in their own languages, in a manner appropriate to their cultural methods of teaching and learning. Metlakatla will work with the IEC and the TSLA in the development of appropriate education systems and language instruction.]

Metlakatla affirms that Metlakatla Students have an Indigenous right to education that reflects Ts'msyen language, culture and tradition.

- b) First Nations in British Columbia have control of, and decision-making responsibility for, First Nations Education.

Metlakatla affirms its rights to influence the relevance and quality of education wanted for Metlakatla Students.

Metlakatla supports the Board's and the Ministry of Education's recognitions that the success of Metlakatla Students is a major priority.

- c) First Nations have a central role in education of their students, regardless of where they attend school.

Metlakatla agrees that maximum educational opportunities and benefits for Metlakatla Students can be achieved through regular and ongoing consultation and agreement between Metlakatla and the Board.

#### **First Nation Students Access to Quality Education**

- d) Metlakatla 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, language and culture; and that are reflective of the Teacher Regulation Branch Standard 9. (See appendix)

Metlakatla agrees that the linguistic and cultural differences that exist between Metlakatla Students and non-First Nation students may require enhanced curriculum, cross-cultural instruction and understanding to enable Metlakatla Students to succeed in a public school.

- ii. Give them the skills they need to thrive in contemporary society, including 21<sup>st</sup> century technological skills;
- iii. Prepare them to access any opportunities they choose for higher learning, employment and life choices.

The Board reaffirms that its policies, regulations, practices, the district Framework for Enhancing Student Learning, school growth plans and the Aboriginal Education Partnership Agreement shall identify means to promote success for Indigenous students in connection with the DRIPA Action Plan. (See appendix)

### Reconciliation & Collaboration in First Nation Education

- e) First Nations Education in British Columbia is highly complex, engaging federal, provincial and First Nation authorities, roles and responsibilities and, therefore, require collaboration and cooperation to ensure that all Metlakatla Students are supported to achieve successful education outcomes.

The Board agrees to assist Metlakatla students to develop a strong identity, healthy self-esteem and pride in family, community and culture.

Metlakatla agrees that there is a shared responsibility for students between parent(s)/guardians, family, community, school, Metlakatla and the Board.

The Board is committed to Indigenous Education, which included academic, social, cultural, linguistic, emotional, and physical learning.

All parties to this agreement reaffirm their commitment to collaborate to promote effective parent/guardian involvement and student success.

- f) The gap in educational outcomes between Indigenous Students and non-Indigenous 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. The elimination of these gaps will require addressing of the “racism of low expectations” as outlined in the Auditor General’s Report (2015). (See appendix link)
- g) The parties have a shared interest and priority in supporting excellence in Metlakatla First Nation’s education including supporting Metlakatla 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 Metlakatla First Nation, as expressed in the TRC’S Calls to Action and the UN Declaration on the Rights of Indigenous Peoples.
- i) Quality Indigenous education includes standards, programs, services, school supports and investments that provide appropriate tools and resources aimed at achieving successful Metlakatla Student Outcomes and achievements, while addressing their unique needs.
- j) Curriculum, materials and resources will meaningfully reflect Ts’msyen culture, values, language and traditions, as approved and determined by the Metlakatla or is designate through the IEC.
- k) LEA’s are an important mechanism to facilitate relationship building, from negotiation through to ongoing implementation.

To support and promote the active participation of Metlakatla in the Board’s public budget process, including review of the proposed budget with the IEC.

- l) The standards set by United Nations Declaration on the Rights of Indigenous Peoples apply to Indigenous Education.
- m) The Truth and Reconciliation Commission's Calls to Action sets out a framework for reconciliation, including with regard to Indigenous education that must inform the relationships and collaboration between First Nations, the Province and Boards of Education.
- n) Metlakatla Students have a right to feel safe at school, including safety from racism (students & staff), indifference, bias, marginalization, bullying and stereotyping.

Both parties to this LEA reaffirm their commitment to providing a safe, caring and orderly learning environment for all students.

- o) LEA's are more than a mere financial transaction and serve as a core shared accountability mechanism for both Metlakatla First Nation and the Board regarding Metlakatla First Nation's education in the district's schools.
- p) Timely and relevant data is required to inform decision-making to support Metlakatla Students.

#### 4.0 RESPONSIBILITIES & COMMITMENTS

##### 4.1 The Board agrees to:

- a) Ensure that Metlakatla Students have equitable access to educational programs in the School District, including Indigenous language instruction, and to continue to strive towards high levels of Metlakatla Student success in educational programs.
- b) Approve educational resource materials that promote an understanding of and appreciation for the history, language and culture of the Ts'msyen people, including required curriculum on the residential school experience.

To work together to increase understanding and appreciation of Indigenous culture among all students, staff and parents/guardians, and to provide for the integration of Ts'msyen culture, values and information about the Ts'msyen people in appropriate curriculum areas.

- c) Promote the offering of, and enrollment in English First Peoples 10,11,12, BC First Peoples 12 and Contemporary Indigenous studies 12, or any successor courses for all students. List courses, including English First People and Locally developed Board/Authority Authorized courses, in the course handbook and adhere to the Ministry Of Education and Child Care mandate for an Indigenous focused course requirement for graduation for all students.

The Board agrees to provide Metlakatla Students quality and culturally relevant programs to improve academic success in accordance with the School Act, Regulations and Orders, and consistent with the terms of this LEA.

- d) The Minister's mandate is to develop new Indigenous history curriculum, maintain full-courses 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. The Board will promote the offering of and enrollment in these courses.
- e) Support principals and teachers in effectively delivering educational programs referred to in sections 3.1(b) (c) and (d);
- f) Ensure schools support Metlakatla Students to participate in extracurricular and sports activities, subject to available transportation funding;
- g)

Ensure teachers provide information to parents/guardians regarding their child's educational program (e.g. course selection process, reporting periods, report cards, as required by the School Act);

On a regular basis (generally aligned with school reporting periods) and subject to parent/guardian consent, the Board agrees to provide the Metlakatla Director of Education with data on student achievement and attendance for planning and decision-making.

- h) Communicate details of this Agreement, including its purpose, objectives and principles, with school personnel, in particular principals and teachers;
- i) Give direction to principals and teachers regarding the implementation of this Agreement, as appropriate;
- j) Spend Targeted Indigenous Education Funding on Indigenous Education Programs and Services identified through the direct involvement of Indigenous communities, through the IEC, working with the Board to support the success of Indigenous students;
- k) Subject to receiving designated funding from the Ministry of Education, pay Metlakatla for the provision of ferry and bus services;
- l) Recognize Metlakatla Students may miss school on days that it is not safe for the ferry to transport students (due to weather, mechanical breakdown, or other factors), and support the education of those students as is reasonably possible; and
- m) Recognize the rights of Metlakatla Students to forgo schools on days of cultural importance, such as Metlakatla Day, May 28 and Indigenous Peoples Day, June 21.
- n) Adhere to the Ministry of Education and Child Care School of Choice (SOC) amendment to the School Act Bill 40, Section 74.2 (See appendix).

#### 4.2 Metlakatla First Nation agrees to:

- a) Promote the active participation and involvement of parents/guardians and other community members of Metlakatla in the education of their children, including any available processes or forums in the School District (such as parents clubs and other community processes) and School District or school Activities.
- b) Encourage and support Metlakatla Students to participate in extracurricular and sports activities;
- c) Metlakatla agrees to provide ferry transportation to all students living in Metlakatla
- d) Metlakatla agrees to provide a First Nation Support worker along with Bus transportation for Metlakatla students attending a district school.
- e) Subject to receiving Tuition Funding from Indigenous Services, pay the Board the Tuition Fees received from the federal government as agreed to and set out in this Agreement.
- f) Metlakatla agrees to provide continuous, open communication with Board personnel regarding student support, soliciting family support and any other topic related to educating Metlakatla Students.
- g) Metlakatla agrees to appoint IEC member(s) and support their mandate.

Metlakatla agrees that the IEC representative so appointed will be responsible to communicate with the Governing Council, staff, community and parents/guardians of students, information relevant to students and parents/guardians.

#### 4.3 The Board and Metlakatla jointly agree to:

- a) Participate on the IEC in the planning for the expenditure of the Indigenous Education Targeted Funding;
- b) Develop and implement strategies to keep Metlakatla Students in school and maintain and implement the Attendance Protocol;
- c) In the case of an Early School Leaver, to collaborate on a plan that best meets the educational needs for that Metlakatla students;
- d) Work together through the IEC to improve and/or develop culturally appropriate strategies and processes to improve and develop curricula in First Nation studies, Sciences, English, Language Arts, Literature, Social Studies, Language, Fine Arts and Culture for the benefits of all students
- e) Promote and support First Nation cultural activities, including National Indigenous Day activities, in schools within the School District;
- f) Promote and support effective professional development focused on local First Nation history, language and culture;



- g) Work with the Indigenous Education Council on how to effectively use the Targeted Indigenous Education Funding, including any surpluses, to support First Nation student needs and improved learning outcomes;
- h) Communicate details of this Agreement, including its purpose, objectives and principles, with school personnel, principals and teachers; and
- i) Work together to minimize impact to students in the event students from Metlakatla are unable to attend school for an extended period - greater than two days - due to a situation outside of control of the two parties.
  - i. The Board will:
    - 1) Provide remote learning options to students;
    - 2) Provide Metlakatla with details about the remote learning options and login information;
    - 3) Work with schools and Principals to ensure that resources needed that may be in the school, i.e.: homework sheets and textbooks, can be provided to the Metlakatla Students;
    - 4) Hold regular discussions with Metlakatla to ensure the student needs are being met; and
    - 5) Recognize the time students spend learning remotely as attendance at school.
  - ii. Metlakatla will:
    - 1) Provide a safe space with needed infrastructure (Internet, workstations) for students to complete their work and attend virtual lessons;
    - 2) Work with other Metlakatla Departments to arrange for the delivery of school resources to the community;
    - 3) Provide Board staff with updates on the situation preventing attendance as required; and
    - 4) Inform students and parents of emerging situations and when it is safe to return to schools.

4.4 Wherever this Agreement provides that a school will perform any obligations under this Agreement, the Board will provide direction to the Superintendent, principals, teachers, and other school staff as needed to fulfil that commitment.

## 5.0 EDUCATIONAL RESOURCES

5.1 The Parties agree, individually, together, and with schools, to make best efforts to:

- a) Introduce more culturally relevant educational resources and activities in all subject areas for all students, such as through Board/Authority Authorized courses, and for events and ceremonies that take place at schools;

Metlakatla and the Board agree that appropriate protocols are followed when reflecting Ts'msyen culture and language in the classroom.

- b) Offer English First Peoples 10, 11, and 12, BC First Peoples 12, Contemporary Indigenous

Studies 12, and Residential School curriculum; and ensure that Indigenous focused course instruction and resources align with the Truth and Reconciliation Calls to Action in Education and the Teacher Regulation Branch Standard 9.

- 5.2 The parties will, with the IEC providing leadership and direction, work to address the history of the Indian residential school system through the development and implementation of curriculum, materials and resources, and through professional development opportunities, in a culturally sensitive and appropriate manner.
- 5.3 The parties will work in partnership with the TSLA to develop and implement a First Nation language immersion programs.
- 5.4 With regards to intellectual property rights, the Parties acknowledge article 31 of UN Declaration:  
 Article 31.  
 1. Indigenous peoples have the right to maintain, control, protect and develop their cultural heritage, traditional knowledge and traditional cultural expressions, as well as the manifestations of their sciences, technologies and cultures, including human and genetic resources, seeds, medicines, knowledge of the properties of fauna and flora, oral traditions, literatures, designs, sports and traditional games and visual and performing arts. They also have the right to maintain, control, protect and develop their intellectual property over such culture heritage, traditional knowledge, and traditional cultural expressions.  
 2. In conjunction with indigenous peoples, States shall take effective measures to recognize and protect the exercise of these rights.
- 5.5 Consistent with article 31 of UN Declaration, the parties agree that:
- a) Metlakatla retains any intellectual property and copyrights of any curriculum content developed in collaboration or cooperation with them regarding their First Nations languages, culture heritage, traditional knowledge and traditional cultural expressions;
  - b) the use of such information is intended to be for instructional purposes only at a local level and for the school district's staff's professional development purposes; and
  - c) any other purpose or intended use requires written consent from Metlakatla.
- 6.0 DOGWOOD GRADUATE**
- 6.1 The Board and Metlakatla will encourage and support each and every Metlakatla Student who is capable of achieving the Dogwood Diploma to pursue that graduation credential.
- 6.2 For greater clarity, the Board will ensure the intentional or unintentional streaming or marginalization of Metlakatla Students is not tolerated and that each and every capable Metlakatla Student is placed in an educational program that leads to graduation with a Dogwood Diploma and a full range of opportunities, such as training, post-secondary education and employment.

- 6.3 The Board and Metlakatla will ensure Metlakatla Students and their parents/guardians are provided with information about the implication of the Dogwood Diploma, as compared with the Adult Dogwood Diploma and other school leaving certificates, to support informed decision-making by those Metlakatla Students and parents/guardians.
- 6.4 The Board will ensure there is appropriate and timely (at a minimum, yearly) counselling support for career and post-secondary education planning available to Metlakatla Students.

**7.0 IDENTIFICATION OF FIRST NATION STUDENTS REQUIRING SPECIAL EDUCATION ASSESSMENT**

- 7.1 In order to ensure that Metlakatla Students are appropriately identified as requiring special education supports, the Board will ensure school(s) work with parents/guardians and, provided that written consent has been given by the student's parents/guardian, Metlakatla to ensure appropriate and transparent ongoing assessments of Metlakatla Students.

The Board will ensure Metlakatla Students' progress is monitored and reported to parents/guardians. Early identification and intervention (including support of the learning services team) is necessary to promote student success.

- 7.2 In particular, the Board and Metlakatla will jointly review and determine the criteria and processes used for the identification of kindergarten Metlakatla Students who may require assessment and additional supports or services, 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 Metlakatla Student's assessment and programming information will be required upon enrollment to provide appropriate and effective planning and implementation of relevant interventions.

The Board recognizes the desire of Metlakatla that each of the Metlakatla Students is at a level and in a program appropriate to his/her needs and abilities. Therefore, the Board will monitor the progress of Metlakatla Students and will strive to ensure that Metlakatla Students are placed in appropriate programs.

- 7.3 In cases where a Metlakatla Student is identified as likely having diverse abilities or disabilities upon enrolment in kindergarten, or when transferring into a school at a later grade level, or when a Metlakatla 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 an intervention plan.
- 7.4 The Board will ensure that school principals provide Metlakatla Student records/information to the Metlakatla Director of Education, provided that written consent has been given by the student's parents/guardian.

Upon request, and in accordance with the School Act, the Freedom of Information and Protection of Privacy Act and Board Policy, the Board will provide any parent or guardian with the following:

- a) student records of their child/ren;

- b) copies of all reports and communications concerning their child/ren;
- c) notice of all formal meetings initiated by the school concerning their child/ren.

## **8.0 SPECIAL EDUCATION ASSESSMENT AND PLACEMENT**

### **8.1 The Parties agree that**

- a) special education assessment,
- b) placement,
- c) timetable changes, or
- d) new timetables

for Metlakatla Students will follow

- e) the School District referral process, and
- f) the Ministry of Education, Special Education Services: A Manual of Policies, Procedures, and the Guidelines, as amended from time to time.

### **8.2 For greater clarity:**

- a) prior to the placement of a Metlakatla Student in a special education program, an appropriate assessment and/or other documentation must be completed, with parent/guardian consent. When it is identified that the Metlakatla Student requires classroom supports and services, parents will be consulted prior to implementation;
- b) prior to diversion of a Metlakatla Student to an Evergreen Certificate path, a psychoeducational assessment must be completed, with parent/guardian consent, and must identify the Metlakatla Student as having an intellectual disability. When it is identified that the Metlakatla Student has an intellectual disability, parents will be consulted prior to diversion to an Evergreen Certificate path. Parents may request support from Metlakatla or the IEC in this consultation and;
- c) the results of the assessment must be provided to and discussed with the parent/guardian of that Metlakatla Student, the school-based team, and Metlakatla support staff as may be designated by the parent/guardian;

## **9.0 SPECIAL EDUCATION PROGRAMMING**

### **9.1 As soon as practical after a Metlakatla Student has been identified having diverse abilities or disabilities:**

- a) appropriate supports and services will be identified in order to ensure that the Metlakatla Student obtains an education that is appropriate for his or her needs. The Metlakatla Student shall be in regular classroom environments as much as possible;
- b) the assessment results and educational services to be provided to the Metlakatla Student will be outlined in an Individual Education Plan (IEP), which must be completed with parent/guardian consultation;

- c) a Metlakatla Student with diverse abilities or disabilities will take an active role in the design of their IEP to the maximum extent that their developmental level and ability permit, noting that factors affecting Metlakatla Students participation in the development of an IEP will include: age, level of maturity, and capacity for sustained, considered deliberation based on awareness of possibilities and consequences;
  - d) upon request, a written report stating the reason for placement of the Metlakatla Student, and the educational opportunities gained and lost by such placement, will be provided to the parent/guardian and Metlakatla Support Staff as may be designated by the Metlakatla Student's parent/guardian;
  - e) in cases where the parent/guardian appoints a delegate, the parent/guardian and the delegate will receive a copy of the IEP; and
  - f) in the event that the parent/guardian declines to be involve in the IEP process and does not choose to appoint a delegate, the Board will ensure that the school will make every effort to ensure that the Metlakatla Student's needs are fully met.
- 9.2 In developing an IEP, standards for students with diverse abilities or disabilities will be developed with high and appropriate expectations for achievement. Metlakatla Students with IEPs will be expected to achieve all of the regular curricular competencies and/or outcomes, with supports.
- 9.3 The Board will ensure the school(s) work with parents/guardians and, with their consent, Metlakatla, to:
- a) collaboratively identify any adaptations to a Metlakatla Student's educational program;
  - b) ensure that any Modifications are made to a Metlakatla Student's education program only when necessary and only when adaptations have been tried and have proven insufficient to meet the Metlakatla Student's needs, and only with the Informed Consent in writing of the parents/guardians, or their designate; and
  - c) if a Metlakatla Student has been put on a non-diploma Evergreen certificate path, ensure that the Metlakatla Student's program: is documented in an IEP and, wherever possible:
    - i. aligns as closely as possible with a graduation diploma program; and
    - ii. supports learning outcomes of the applicable course, even when modified.
- 9.4 The parent/guardian and the Metlakatla Student will meet with school staff about the IEP and the Metlakatla Student's educational program within a reasonable timeframe.
- 9.5 The Board will ensure school(s) offer each Metlakatla Student who has diverse abilities or disabilities relevant learning activities, in accordance with the student's IEP.
- 9.6 Metlakatla Student progress reports on their educational achievement in a special education

program or on a Evergreen Certificate path must be provided to the parent/guardian, and Metlakatla support staff as designated by the Metlakatla Student's parent/guardian, according to the same student progress reporting schedule as followed by the school and, in any event, not less than at the end of each term during the placement.

- 9.7 The Board will ensure that parents/guardians are advised:
- a) of their right to request a change to the placement of a Metlakatla Student in a special education program or on an Evergreen Certificate path;
  - b) that if that parent/guardian wishes to request a change in a placement decision, they may file such a request in accordance with applicable Board Laws, policies and/or procedures; and
  - c) where the parent/guardian files a request, the parent/guardian may request, and receive support in the process from Metlakatla and/or the IEC.
- 9.8 The Parties acknowledge that IEPs are not intended to be static and will be reviewed and revisited at least twice each year in collaboration with the Metlakatla Student and his or her parent/guardian, and the IEP will be either:
- a) Updated;
  - b) Revised: or
  - c) Concluded, where it is determined that the Metlakatla Student no longer requires IEP.
- 9.9 For greater certainty, the Parties agree that an IEP will only be put in place under section 9.1 and 9.2 and it will only be updated, revised or concluded under section 9.8 where the prior informed Consent of the parent/guardian has been obtained.
- 9.10 The Parties agree that individual education plans for Metlakatla Students with special needs will be recognized and used as part of the planning process when those Metlakatla Students transition between First Nations schools and schools.
- 10.0 VULNERABLE STUDENT PLACEMENT**
- 10.1 The Board will ensure that school(s) work with parents/guardians and Metlakatla to identify Vulnerable Students and, where identification of a Metlakatla Student as a Vulnerable Student is supported by evidence and demonstrated need, that an Individual Learning Plan (ILP) will be created with parent/guardian consent and involvement, and regularly reviewed, for that Metlakatla Student.
- 11.0 CHILDREN IN CARE**
- 11.1 The Board will ensure appropriate learning plans and supports are identified and provided for Children in Care.
- 11.2 The Board will ensure appropriate staff are designated to be responsible for maintaining

communications with Metlakatla regarding Children in Care who are Metlakatla Students, with consent of the student's guardian.

- 11.3 The Parties will make best efforts to work with supporting agencies to ensure appropriate supports are implemented to assist Metlakatla Students who are Children in Care.

**12.0 STUDENT CONDUCT & SAFETY**

- 12.1 The Parties, through the IEC, will confirm policies, practices and other appropriate measures are in place to create a safe learning environment, including safety from racism (students and staff), discrimination indifference, bias, marginalization, bullying and stereotyping for all students attending the school(s).
- 12.2 With written consent of a Metlakatla Student's parent/guardian, the Board will notify Metlakatla Director of Education of disciplinary action and potential escalation of disciplinary action in relation to that Metlakatla Student, and provide to the Metlakatla Director of Education a copy of all correspondence (redacted, when required by FOIPPA) related to the discipline of a Metlakatla Student by the school administrator.
- 12.3 The Board will direct school(s) to work collaboratively with Metlakatla Education representatives when dealing with general disciplinary issues involving Metlakatla Students, subject to written consent of the parent/guardian.
- 12.4 Metlakatla, through the IEC, will participate in any review or change to the Board's Code of conduct policies and procedures, and in their implementation.
- 12.5 Metlakatla, through the Metlakatla Director of Education, and with the consent of the Parent/Guardian, will be directly involved in conversations with parents leading to disciplinary action for a student.
- 12.6 At the request of Metlakatla, the principals of the schools attended by Metlakatla Students shall hold an annual meeting for Metlakatla parents/guardians to discuss school code of conduct policies and procedures.
- 12.7 Prior to the suspension or expulsion of a student from a school, the Parent/guardian and, with the consent of the parents, the Metlakatla Director of Education, shall be notified within a 24 hour period and plans shall be worked out on how to get the student returned to classes.
- 12.8 Reasons for the suspension of a student from school shall be forwarded promptly in writing to the parent/guardian with copies of the letter going to Metlakatla Director of Education (with parent/guardian consent).

**13.0 CULTURAL AWARENESS & HIRING IN THE SCHOOL DISTRICT**

- 13.1 The Board, in cooperation with Metlakatla, agrees:
- a) to promote a 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, curriculum and instruction; and
  - b) to support and assist First Nations or institutions in the training of First Nations

Education personnel, when applicable.

- 13.2 As per the BC Tripartite Education Agreement, at least one non-instructional day per year will be focused on enhancing Indigenous student achievement and integrating Indigenous world views and perspectives into learning environments.

The Board agrees to support and encourage all teachers and school-based staff and students in developing their understanding of Ts'msyen language and culture. The Board will cooperate with Metlakatla, through the IEC, and the Board's relevant employee groups to encourage periodic professional day activities for all educational staff working with First Nation Students.

- 13.3 The Board will ensure that the IEC has an opportunity to be meaningfully involved in the School District's recruitment and hiring process for personnel in positions that have a significant impact on Indigenous students, including, First Nation Support Workers, Indigenous District Principals, Indigenous Education Coordinators, Classroom Teachers, Principals and Vice-Principals.
- 13.4 The Board shall encourage schools to invite First Nation resource personnel and role models to assist teachers through the IEC.
- 13.5 The Board shall attempt to attract and retain qualified Indigenous teachers and counselors.

#### 14.0 TRANSPORTATION

- 14.1 In order to access the BCTEA First Nation Transportation Fund, the Parties will identify Metlakatla Students' transportation needs, and jointly develop and submit annually to the Tripartite First Nations Student Transportation Committee a Joint Transportation Plan setting out the funding required to ensure Metlakatla Students have reliable and safe transportation services to a relevant school, including the ability to participate in extracurricular activities.
- 14.2 The Board agrees that, once transportation services are implemented pursuant to an approved Joint Transportation Plan with Metlakatla, the Board will not make changes to those services without written agreement of the Metlakatla.
- 14.3 As per Schedule G of BCTEA, in the event that the Parties determine they need to revise their Joint Transportation Plan, and that the revisions require further funding, they may submit a revised plan to Tripartite First Nations Student Transportation Committee.
- 14.4 Where the Parties make amendments to their Joint Transportation Plan, or agree to changes in transportation services, they will ensure that parents/guardians receive notice within a reasonable time in order to respond to any such changes.
- 14.5 The Board agrees that Metlakatla Students will not be penalized and will be supported in the event of absences or late arrivals due to transportation challenges.
- 14.6 In the event return transportation is not available to Metlakatla (due to weather, mechanical breakdown, or other factors) the Board agrees that students and their supervisor(s) will have overnight access to Conrad Street Elementary School.



## 15.0 REPORTING

### 15.1 Periodic Reports:

- a) Subject to receiving consent from parents/guardians, the Board will provide to Metlakatla:
  - i. The number of Metlakatla Students enrolled in alternate programs, secondary courses and ungraded programs;
  - ii. A summary of the number and nature of Metlakatla Students with IEPs placed in Modified or Adapted programs;
  - iii. The numbers of Early School Leavers and information on supports implemented to prevent early leaving.
  - iv. The number of expulsions of Metlakatla Students and information on supports implemented to prevent expulsion; and
  - v. Any other matters as agreed by the Parties.

### 15.2 Annual Report:

- a) By March of each year, the Board will provide to Metlakatla:
  - 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; and
  - ii. A complete financial report on the Targeted Indigenous Education Funding.;
  - iii. Subject to parental/guardian consent, measures of success of Metlakatla Students through aggregate results for achievement including, but not limited to, the following:
    - 1) Attendance rates;
    - 2) Percentage of students who are on track or extending for reading, writing, numeracy in grade 4 and 7 in the Foundation Skills Assessment;
    - 3) Participation rates for the Foundation Skills Assessment;
    - 4) Grade to grade transition rate;
    - 5) Student retention rates;
    - 6) Graduation and six-year graduation rates;
    - 7) Proportion of students awarded a BC School Completion Certificate;
    - 8) Six-year completion (graduation) rate for students in an Alternate Program;
    - 9) Grade 10 to 12 math course participation rates;
    - 10) Data related to assessments required for graduation purposes and other supports for successful transition to post-secondary education;
    - 11) Number of Metlakatla Students eligible to move on to post-secondary education.
- b) The IEC, in consultation with Metlakatla and the Board, prepares an annual report on the provision of Education Programs to Indigenous Students under this Agreement and the AEPA, which is approved by the IEC by March 31st. The annual report includes:
  - i. The number of Indigenous Students covered by this Agreement and their programs;
  - ii. Attendance, graduation and student retention data;
  - iii. Measures of success of Indigenous Students, suitable to provide a reliable benchmark and a means of tracking program performance;
  - iv. Financial and services reports; and

- v. Any and all other issues agreed upon by the Board, Metlakatla and the IEC.
- 15.3 The Board and Metlakatla will share two Nominal Roll student counts (September 30 & February 1) with the Ministry each school Year. The February count is for information and planning, and does not impact Tuition Fees.
  - 15.4 The Board will share with Metlakatla its annual report to the Ministry on the spending funding received from the BCTEA First Nation Transportation Fund and the amount spent. This funding and spending is identified in the Board's audited financial statements as a Special Purpose Fund.
  - 15.5 Metlakatla may initiate the implementation of any formalized option agree upon by FNEC and British Columbia, which may include an Information Sharing Protocol between the Board and Metlakatla, to facilitate the provision and use of available Metlakatla Student-specific data.
  - 15.6 The Board agrees to make every effort to provide Metlakatla:
    - a) By June 30 of each year, a report of planned changes in student grade placements or timetables systems planned by the Board for the September school opening of that year.
    - b) By March 31st of each year, any planned changes in instructional offerings for the following school year; and
    - c) By April 15<sup>th</sup> of each year notification of non-instructional days for the following school year.

## 16.0 COMMUNICATION

- 16.1 The Parties recognize the need for excellent communication and will establish agreed-upon means for the successful and effective implementation of this Agreement, which may include, but not be limited to, regular meetings and contact through newsletters and other correspondence, as appropriate.

Open and on-going communication between the Board and Metlakatla will be promoted through regular meetings between educators from the Board and Metlakatla as well as community and school-based meetings.

- 16.2 The Parties recognize the need for effective and ongoing communication with parents/guardians in the support of their child's successful education experience, and the Parties will advise parents/guardians of opportunities for input and involvement in their child's education, such as course selection dates, reporting periods, parent-teacher interviews, deadlines and procedures for post-secondary education applications, etc.
- 16.3 The Board and Metlakatla will work cooperatively to develop strategies to encourage Metlakatla's parents/guardians to attend parent-teacher interviews and other school events.

## 17.0 TUITION PAYMENTS

- 17.1 For eligible Metlakatla Students on the Nominal Roll attending schools operated by the Board on September 30<sup>th</sup>, and for whom Metlakatla has received Tuition Funding from Indigenous

Services Canada, Metlakatla will pay to the Board the Tuition Fees amount in accordance with this section 17.0 of this agreement.

17.2 The Board will not charge Metlakatla a greater amount for Metlakatla Students attending school within the School District than the Rate identified by the Ministry of Education.

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

On or before April 1 of each year of this Agreement, Metlakatla will provide to the Board a reasonable estimate of the number of Metlakatla Students and the grade level of each student who will be attending Board schools effective the immediately following school year.

17.4 The Parties agree the September 30<sup>th</sup> Nominal Roll enrolment will be verified by:

- a) Metlakatla; and
- b) The Secretary-Treasurer of the Board

17.5 The Tuition fees payable for each school year shall be paid by Metlakatla to the Board according to the following schedule:

- a) 25% based on the current year's September Nominal Roll list of students.  
Payment to be made on or before October 31<sup>st</sup>
- b) 25% shall be paid on or before January 31<sup>st</sup> based on the September Nominal Roll
- c) 25% shall be paid on or before March 31<sup>st</sup> based on the September Nominal Roll
- d) The remaining 25% shall be paid on or before June 30<sup>th</sup>. This final payment shall be based on the September Nominal Roll.

17.6 Where the Board is unable to provide services to Metlakatla Students as a result of protracted strike action or lockout, a credit against Tuition Fees will be provided to Metlakatla for their students in the same manner consistent with the Ministry of Education's reduction of operating funding to the School District.

17.7 The parties agree that Tuition Fees under this Agreement will be paid in installments as set out in section 17.5 herein

If a Metlakatla Student should drop out or be withdrawn from the school efforts must be undertaken to have them resume schooling as quickly as possible. In the event that the student does not return to school within thirty (30) days of leaving, the Superintendent or designate shall advise Metlakatla. Both parties shall meet to discuss the adjustment of payments for that

student.

- 17.8 The Parties agree that additional service(s) or programs not contemplated by this Agreement may be provided by the Board through written agreement between the Parties on the terms and cost for such service(s) and/or programs.
- 17.9 Where Indigenous Services Canada ("ISC") is late in providing Tuition Funding to Metlakatla,
- a) Metlakatla will notify the Board of the delay in receiving ISC funding; and
  - b) the Board will not charge interest to the Metlakatla on any amount that is outstanding due to ISC's late provision of funding.
  - c) The Board and Metlakatla acknowledge that some obligations under this Agreement are dependent upon monies and resources being made available by entities other than the Board and Metlakatla. If such monies and resources are not made available, the Board and/or Metlakatla shall not be obligated to carry out the terms of this Agreement that require such monies and resources.

**18.0 IMPLEMENTATION, MONITORING, REVIEW: LEA OVERSITE TEAM**

- 18.1 The Parties hereby establish a joint LEA Oversight Team responsible for overseeing the implementation of this Agreement, with representation from Metlakatla, the Board, and each school at which a Metlakatla Student attends.
- 18.2 The Parties agree to jointly develop terms of reference for the LEA Oversight Team within ninety (90) days of the signing of this Agreement, which will become a Schedule to this Agreement, and which will include;
- a) The Membership of the LEA Oversight Team;
  - b) The roles and responsibilities of the LEA Oversight Team (e.g. Managing the implementation of this Agreement, including delegating tasks as appropriate)
  - c) A requirement that the LEA Oversight Team develop and finalize an LEA implementation plan for approval by Parties within a specified timeframe and which, upon approval, will be appended to this Agreement;
  - d) The relationship of the LEA Oversight Team with the Indigenous Education Council; and
  - e) Other matters as agreed by the Parties.

**19.0 DISPUTE RESOLUTION**

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

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

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

19.4 The Parties agree that a single arbitrator shall be used unless either Party wishes to use an arbitration board composed of three (3) members.

In the event that either Party requests a three (3) member arbitration board, one(1) member shall be appointed by Metlakatla, one (1) member appointed by the Board, and a Chairperson appointed by the two(2) members appointed by the parties.

The Place of arbitration shall be in Prince Rupert.

19.5 The decision of the Arbitrator, or the majority decision of the Arbitration Board, shall be final and binding upon the Board and Metlakatla.

19.6 The Board and Metlakatla shall pay the expenses of their respective appointees and one-half of the expenses of their Chairperson or the single Arbitrator.

## 20.0 TERM & AMENDMENT

20.1 The term of this Agreement will be 2 years, beginning on March 1, 2024 and ending March 1, 2026 unless the Parties agree, in writing to:

- a) Terminate the Agreement; or
- b) Renew the Agreement, with or without amendments.

## 20.2 19.2 MODIFICATION

Upon the written request of either party, Metlakatla and the Board will meet to discuss modification to this agreement. Any modifications require the mutual consent of both parties.

## 20.3 19.3 EXTENSION

At the conclusion of term set out in paragraph 19.1 of this Agreement will continue from year to year unless either party provides a notice of cancellation in accordance with paragraph 19.4.

## 20.4 19.4 CANCELLATION

Either party to this agreement may terminate this Agreement by giving notice, in writing by March 31<sup>st</sup> of any school year and will be effective for the following school year.

## 21.0 NOTICES

21.1 Any notice, claim, waiver, statement, or other document or payment that either party delivers to the other may be hand-delivered, sent by registered mail, or by electronic mail, and will be conclusively deemed validly given or delivered or to be received by the addressee:

- a) if delivered personally, on the date of delivery;
- b) if mailed, on the third business day after the mailing of the same in Canada by registered mail addressed,

If to Metlakatla:            Executive Director  
    Metlakatla Governing Council  
    P.O. Box 459  
    Prince Rupert, BC V8J 3R2

If to the Board:            Secretary Treasurer  
    School District No. 52  
    634 6<sup>th</sup> Ave East  
    Prince Rupert, BC V8J 1X1; or

- c) if sent by electronic mail, on the date the email is sent. If receipt of the email is not acknowledged within twenty-four (24) hours, the email must be followed by a copy of the notice delivered by another means set out in this paragraph 21.

## 22.0 REFERENCES

- 22.1 Every reference to Metlakatla will include the Chief and Council and any person designated by Metlakatla to act for or on its behalf with respect to any provision of this Agreement.
- 22.2 Every written 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 by, and construed in accordance with, laws in force in the Province of British Columbia.
- 23.2 This Agreement will be to the benefit of, and binding upon, the Parties hereto and their respective successors and assigns.
- 23.3 This Agreement supersedes any and all previous local education agreements between the Parties.
- 23.4 The Parties Acknowledge that:
  - a) nothing in this Agreement, or in the negotiation of this Agreement, or in any prior document leading to this Agreement, in any way defines or amends, recognizes, affirms or denies the existence of, or in any way limits Indigenous or treaty rights of the First Nation; and
  - b) this Agreement is without prejudice to the rights of the Parties and Metlakatla with respect to such matters.

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

SIGNED on behalf of the First Nation by its authorized Officers:

Robert Nelson

2024 / 04 / 08

Robert Nelson  
Chief and Council Representative  
Metlakatla First Nation

Date: Y/M/D

Charlene McLean

2024 / 04 / 08

Charlene McLean  
Council Representative  
Metlakatla First Nation

Date: Y/M/D

In the presence of:

Monica Gamble

2024 / 04 / 08

Monica Gamble  
Witness Metlakatla First Nation

Date: Y/M/D

SIGNED on behalf of the Board of Education

Kate Toye

2024 / 04 / 08

Kate Toye  
Board of Education Chair

Date: Y/M/D

Andrew Samoil

2024 / 04 / 08

Andrew Samoil  
Acting Secretary Treasurer/SD 52 Superintendent

Date: Y/M/D

In the presence of:

Roberta Edzerza

2024 / 04 / 08

Roberta Edzerza Witness  
SD52 District Principal of Indigenous Education

Date: Y/M/D

**Appendix:**

- United Nations Declaration on the Rights of Indigenous Peoples Act:  
<https://www.justice.gc.ca/eng/declaration/about-apropos.pdf>
- Declaration on the Rights of Indigenous Peoples Act Action Plan:  
[https://www2.gov.bc.ca/assets/gov/government/ministries-organizations/ministries/indigenous-relations-reconciliation/declaration\\_act\\_action\\_plan.pdf](https://www2.gov.bc.ca/assets/gov/government/ministries-organizations/ministries/indigenous-relations-reconciliation/declaration_act_action_plan.pdf)
- An Audit of the Education of Aboriginal Students in the B.C. Public School System  
[https://www.bcauditor.com/sites/default/files/publications/reports/OAGBC%20Aboriginal%20Education%20Report\\_FINAL.pdf](https://www.bcauditor.com/sites/default/files/publications/reports/OAGBC%20Aboriginal%20Education%20Report_FINAL.pdf)
- Truth and Reconciliation Commission of Canada Calls to Action:  
[https://www2.gov.bc.ca/assets/gov/british-columbians-our-governments/indigenous-people/aboriginal-peoples-documents/calls\\_to\\_action\\_english2.pdf](https://www2.gov.bc.ca/assets/gov/british-columbians-our-governments/indigenous-people/aboriginal-peoples-documents/calls_to_action_english2.pdf)
- Professional Standards for B.C. Educators:  
[https://www2.gov.bc.ca/assets/gov/education/kindergarten-to-grade-12/teach/teacher-regulation/standards-for-educators/edu\\_standards.pdf](https://www2.gov.bc.ca/assets/gov/education/kindergarten-to-grade-12/teach/teacher-regulation/standards-for-educators/edu_standards.pdf)
- Prince Rupert School District 52 Strategic Plan:  
<https://www.rupertschools.ca/wp-content/uploads/2022/03/Strat-Plan-03182022.pdf>