

sənsisyustən House of Learning Board Terms of Reference



Community. Leadership. Pride.

**Agreement
2016-04**

ISSUED BY	ýilmixʷm nał səxʷkʷinaʔməm/Chief and Council
DEPARTMENT	Community Services, Education & Social Development, sənsisyustən House of Learning Board
EFFECTIVE DATE	2022-09-14
RELATED DOCUMENTS	<p>Independent School Act RSBC 1996, Chapter 216</p> <p>iʔ scʰwłt skčxiplaʔtət iʔ scčənwiwʷtət/Westbank First Nation (WFN) Self Government Agreement, Part XVI</p> <p>stqáʔtkʷłniwłt iʔ Stkʷnkʷinplaʔs/WFN Constitution</p> <p>WFN Freedom of Information and Protection of Privacy Law</p> <p>kcčxiplaʔtət iʔ kəc nlaʔpusax/WFN Community Plan</p> <p>Policy 2015-01 Governance Instrument Creation, Review, and Approval</p> <p>Policy 2017-08 Travel Expense and Reimbursement</p> <p>Agreement 2015-11 Terms of Reference for the siyaʔ Celebration Committee</p> <p>Agreement 2018-01 sensisyusten Parents Advisory Council Terms of Reference</p> <p>Standard 2017-22 sənsisyustən School Administration</p> <p>Standard 2018-02 sənsisyustən School Educational Resources</p> <p>WFN Government Strategic Plan</p>
IMPLEMENTATION	<p>This Agreement is a review, update, and revision of, and supersedes, Agreement 2016-04 WFN sənsisyustən School Board Terms of Reference approved by Council resolution #171106-13 on kətç'ac'ałtən/November 6, 2017 and signed by səxʷkʷulm̓ Kł ɣɬayɬat/Director of Operations on spáqtan/January 23, 2018 and Standard 2017-21 School Board Operations signed by the Director of Operations on spíłłmtən/April 16, 2018.</p> <p>This Agreement applies to ɣí səxʷkʷínmaʔm̓/Council, the sənsisyustən House of Learning Board, səxʷkʷulm̓/Workers assigned to oversee or support the Board, and participants at sənsisyustən House of Learning Board Meetings.</p>

1. Purpose

- a) WFN, in its capacity as a self-governing First Nation and as the designated authority under Section 1. of the British Columbia *Independent School Act*, maintains and operates sənsisyustən House of Learning (School). In its capacity as the designated authority, Council maintains legal responsibility and ultimate oversight for the maintenance and operation of the School.
- b) Under Section 187(b) of the Self-Government Agreement, WFN has the authority to create administrative bodies to administer any education program.
- c) The sənsisyustən House of Learning Board is established to develop the governing principles

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1. Purpose (Continued)

that will contribute to a healthy learning environment, ensure the development of educational programs that enhance academic, personal, social, and cultural growth, and ensure that syilx values, syilx language (ńsyilxch), syilx teachings, and syilx culture permeate key aspects of the programs and operations of the School;

- d) The Board, Director, Community Services, Principal, and Council must work together in the spirit of cooperation, respecting their roles in the operation of the School.

2. Board Composition

- a) The Board will consist of sisplík/seven (7) members;
- i. naqs/one (1) Council member, including an alternate Council member,
 - ii. One (1) syilx łxəłłap/Elder,
 - iii. One (1) Member representative chosen from the WFN community based on their knowledge of, and commitment to, the WFN community, history, and culture,
 - iv. One (1) Member Parental Representative,
 - v. One (1) Parental Representative,
 - vi. One (1) Parent Advisory Council (PAC) member; and
 - vii. One (1) Community Representative.
- b) WFN will assign a səx^wk^wulm who is not a member of the Board to provide recording and support services to the Board (Recording Clerk).

3. Board Structure

a) Applications for Board Membership

- i. Invitations to apply for appointment to the Board must;
 - 1) Be published in WFN newsletters, and other internal and external communications as appropriate, and posted at the School, in a public area of the WFN Government building, and in other conspicuous places on Westbank Lands; and
 - 2) Specify the qualifications for appointment.
- ii. To qualify for appointment as a Board member, a person must;
 - 1) Be ʔupńkst əł tímł/eighteen (18) years of age or older,
 - 2) Be of good character, credibility, and reputation,
 - 3) Not be an employee of the School,
 - 4) Qualify as an elector under the WFN Constitution if appointed under Sections 2.a)i., iii. or iv. of this Agreement,

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3. Board Structure (Continued)

- 5) Not be a Council member, except for the Council member(s) appointed under Section 3.a)i. of this Agreement,
- 6) Disclose, in their application for appointment, any contracts or other arrangements under which the applicant currently receives, or may receive, payment or another benefit from the School; and
- 7) Provide written consent to a criminal record check (CRC) with vulnerable sector search, paid for by WFN Human Resources, with eligibility for Board membership subject to satisfactory results of the CRC.

b) Appointments to the Board

- i. Each member of the Board will be appointed by Resolution of Council provided that Council;
 - 1) Has received recommendations from the Board for potential new positions to be filled, except for appointees under Sections 2.a)i. and vi. of this Agreement,
 - 2) Is satisfied that the Member appointed under Section 2.a)iii. of this Agreement has the requisite knowledge of the community, and its history and culture; and
 - 3) Obtains a recommendation from the PAC as to which applicants would be suitable under Section 2.a)vi. of this Agreement prior to making the appointment.
- ii. If a Board position cannot be filled by an individual fitting the description for that seat after reasonable effort is made to do so, the Board can, at its discretion, recommend to yí səx^wk^wínmaʔm̄/Council that an individual applying for another category be appointed to fill the vacancy. This does not apply to the Council position.

c) Terms of Office

- i. Board members are appointed for a term of kaʔtspiñtk/three (3) years, subject to the provisions that;
 - 1) Except for those Board terms in effect at the time of this revision, and exempting the Council seat, terms end on the siyaʔtən/June 30 before Board members have served their three (3) year term, unless their three (3) year term ends on or before such June 30 date,
 - 2) The length of term for the Council member appointed (or their appointed alternate) must not be longer than their term on Council,
 - 3) The Board member appointed under Section 2.a)v. of this Agreement remains a PAC member; and
 - 4) The Board member appointed under Section 2.a)i.,ii., or iii. of this Agreement remains qualified as an Elector under the WFN Constitution.

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3. Board Structure (Continued)

- ii. A Board member may be reappointed to the Board by Resolution of Council.
- iii. Board Members are ineligible to commence their duties as a Board member until they have sworn their Oath of Office (Appendix A) before a justice of the peace, notary public, or duly appointed commissioner for taking oaths, which must be completed within ᓵupənkst ət čilkst/fifteen (15) days of their appointment.
- iv. Each Board member, other than the Council member, will receive an honorarium in an amount determined by Resolution of Council for each duly convened Board Meeting attended. The amount of the honoraria will be reviewed every three (3) years.
- v. Board members' necessary and actual expenses incurred while performing their duties will be reimbursed when approved by the Director of Operations or their designate.
- vi. The term of a Board member is terminated when that Board member;
 - 1) No longer qualifies, under the provisions of this Agreement, for the Board position they have been appointed to,
 - 2) Resigns, by providing written notice to the Board sux^w q^wəlq^wilt/Chair, which resignation will be effective on the date indicated in the notice or, failing an effective date being specified, the date on which the notice is received,
 - 3) Dies,
 - 4) Fails to attend three (3) consecutive Board meetings without a valid reason, as determined by the remaining Board members; or
 - 5) Is removed from office upon recommendation of the Board and by Resolution of Council, due to substantial non-compliance with this Agreement or their Oath of Office (Appendix A).

d) Duties and Responsibilities

- i. Before a new Board member commences their duties and responsibilities, the Director of Community Services or designate must provide them with, at a minimum;
 - 1) An orientation package containing, at a minimum, copies of current School and Board governance,
 - 2) An overview of this Agreement; and
 - 3) The opportunity to discuss any questions or other items relating to their Board appointment.
- ii. At least once per year, a representative of the Council Secretariat department must attend a Board Meeting to provide the Board with a refresher on Board governance.
- iii. In carrying out its duties and responsibilities, the Board must;
 - 1) Act in an advisory role for Council on matters pertaining to the School, including

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3. Board Structure (Continued)

- through regular and coordinated communication with the Director of Community Services or designate,
- 2) Develop a three (3) year strategic plan for programs and operations at the School, to be proposed to Council and delivered to the Director of Community Services or designate,
 - 3) Work in accordance with the WFN budgeting framework to develop an annual budget and five (5) year financial plan for programs and operations at the School, to be proposed to Council and delivered to the Director of Community Services or designate,
 - 4) Prepare the reports required under Section 8.a) of this Agreement; and
 - 5) Appoint one of its members to;
 - (a) The School's curriculum selection team under Standard 2018-02 sənśisyustən School Educational Resources at the beginning of each school year; and
 - (b) The siya? Celebration Committee, when requested, in accordance with the provisions under Agreement 2015-11 Terms of Reference for the siya? Celebration Committee.
- iv. In carrying out its duties and responsibilities, the Board may;
- 1) Engage in training and development activities funded by WFN, subject to;
 - (a) Formal authorization by the Board for engagement in those activities,
 - (b) The provision under Section 7.d)i. of this Agreement; and
 - (c) The provisions of Policy 2017-08 Travel Expense and Reimbursement and related governance instruments;
 - 2) Create standing or ad-hoc Board committees (Committees), for the purpose of considering and making recommendations to the Board regarding issues referred to them by the Board, which may include, but is not limited to, matters relating to;
 - (a) The formulation of recommendations related to the School's provisional budget,
 - (b) syilx culture and ᅇsyilxcᅇ language curriculum review,
 - (c) Communications and public relations,
 - (d) Governance; or
 - (e) Issues deemed by a Committee to be relevant to the issues referred to them by the Board.
- v. If Committees are established under Section 3.d)iv.2) of this Agreement;
- 1) Committee members must select a Committee Chair, who is responsible for presenting a written report outlining the highlights of their Committee meeting at the Board Meeting following the Committee meeting,
 - 2) The Board or Committee Chair must advise the Principal of Committee meetings and,

3. Board Structure (Continued)

where possible, the Principal must attend the Committee meetings; and

3) Board members appointed to Committees will receive an honorarium for each Committee meeting attended;

(a) In accordance with the amounts established under Section 3.c)iv. of this Agreement; and

(b) With the honorarium designated for Board Chair being designated instead to the Chair of the Board committee, in recognition of the extra work involved in chairing the Board committee.

vi. Council encourages the Board to seek the advice of Elders and sᑭᑭᑭᑭᑭᑭ/Youth in their deliberations.

e) Vacancies

Vacancies on the Board must be filled as soon as reasonably practicable, in accordance with Section 3. of this Agreement.

f) Indemnification

i. WFN indemnifies Board members against claims for damages against a Board member arising out of the performance of their duties provided such claims are not a result of dishonesty, gross negligence, or malicious or willful misconduct on the part of the Board member.

ii. WFN will pay legal costs incurred in a court proceeding arising out of claims for damages, provided such claims are not a result of dishonesty, gross negligence, or malicious or willful misconduct on the part of the Board member.

4. Chair and Vice-Chair

a) Board members will appoint from among their ranks a Board Chair and Vice-Chair at the beginning of each school year.

b) The Council member must not serve as Board Chair or Vice-Chair.

c) The Board Chair and Vice-Chair are eligible for reappointment at the end of their term.

d) The Board Chair is responsible for;

i. In consultation with the Director of Community Services or designate, calling, organizing, and creating agendas for Board meetings,

ii. Presiding at Board Meetings; and

iii. Performing other duties, as required and assigned by the Board.

e) In the absence of the Board Chair, the Board Vice-Chair will perform the Board Chair's duties, in which case, the Board Vice-Chair will also be eligible to receive the Board Chair's honorarium,

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4. Chair and Vice-Chair (Continued)

if the amount of the honorarium is greater than that for other Board members.

5. Board Meetings

- a) The Board must meet at least once every second month during the school year, and may meet as many times as necessary to carry out its duties and responsibilities.
- b) The Chair must call an additional Board Meeting when requested by at least mus/four (4) Board members. If the Chair fails to call a meeting within ʔasəl ʔuphkt əł mus/twenty-four (24) hours of the request, the Board members making the request may call the Board Meeting.
- c) Board Meetings must be attended by the Director of Community Services or designate and the Principal.
- d) Notice of Board Meetings, which specify the place, day, hour, and agenda of the meeting must be provided the Board at least five (5) business days before the time of a meeting.
- e) The five (5) business days' notice cited in Section 5.d) of this Agreement can be waived or shortened with unanimous Board members' consent.
- f) In the event of an emergency, the Chair may call a meeting with less than (5) business days notice provided they have made reasonable efforts to provide notice to Board members.
- g) Notice of Board Meetings may be given to a Board member either personally, by internet conference, by telephone number provided, by fax, or by email to the email address provided by the Board member.
- h) Subject to Sections 5.c) and d) of this Agreement, the Chair must cause notice of a Board meeting to be posted in a public area of the School and WFN Government building at least forty-eight (48) hours prior to the Board Meeting.
- i) Separate agendas must be created for general or open meetings and in camera meetings. Agendas for general or open meetings must, however, for the sake of transparency, indicate if an in camera meeting will be held and the reason(s) under Section 5.o) of this Agreement for it being held.
- j) The accidental omission to provide notice of a Board Meeting, or the non-receipt of notice by a Board member within the time limits under Section 5.d) of this Agreement, does not invalidate any Board Meeting proceedings.
- k) Board Meetings must be held on Westbank Lands, with the exception of;
 - i. Special meetings, such as, but not limited to, strategic planning sessions, or meetings where Board activities of a non-substantive or non-determinative nature are conducted; and
 - ii. Board Meetings held via teleconference or internet conference.
- l) Board members may participate, and are deemed to be present at, Board Meetings, by any

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5. Board Meetings (Continued)

means of communication that allows all meeting participants to communicate with one another.

- m)** The Board may, subject to this Agreement, establish rules for their meeting procedures. Any rules established must be appended to this Agreement as an appendix.
- n)** Board Meetings are open to Members, parents/Guardians of students enrolled at the School, School staff, and other persons permitted by the Board to attend, as observers only, subject to the provisions that:
 - i.** The Chair may request anyone, other than a Board member, to leave the meeting if the Chair deems their conduct to be improper; and
 - ii.** Observers may address the Board if their matter is on the Board Meeting agenda or if the Chair grants them permission to do so.
- o)** Board members may, by vote, close a Board Meeting from all other person, other than;
 - i.** Board members,
 - ii.** The səx^wk^wulm assigned to provide recording services to the Board; and
 - iii.** Others invited by the Board or the Director of Community Services or designate to provide assistance or information to the Board, if the subject matter relates to, or is one (1) or more of, the following:
 - 1)** Law enforcement, if the Board considers that disclosure could reasonably be expected to harm the conduct of an investigation under law or the enforcement of law,
 - 2)** Litigation or potential litigation ,
 - 3)** Security of property located on Westbank Lands,
 - 4)** The receipt of advice that is subject to solicitor/client privilege, including communications necessary for that purpose,
 - 5)** Personal information about an identifiable individual where the Board considers that the release of such information would be inappropriate or against privacy legislation,
 - 6)** Prohibited information, or information that would, if presented in a document be prohibited from disclosure under applicable law; or
 - 7)** Consideration of whether a Board Meeting should be closed under this Section.
- p)** The Recording Clerk must;
 - i.** Record minutes of Board Meetings, which must include a record of;
 - 1)** Attendance,
 - 2)** Votes and decisions,
 - 3)** Information presented at Board Meetings; and

5. Board Meetings (Continued)

- 4) The reason(s) under Section 6.o) of this Agreement for holding an in camera meeting, recorded, for the sake of transparency, in the general or open set of minutes, if applicable.
 - ii. Provide copies of Board Meeting minutes to Board Members, the Director of Community Services or designate, and the Principal with five (5) business days of the Board Meeting, subject to conflict of interest provisions,
 - iii. Arrange for the minutes and highlights of Board Meetings to be added to the agenda of the Council meeting following the Board Meeting, for Council's information,
 - iv. Forward copies of approved Board Meeting minutes to Records and Information Management for archiving; and
 - v. Perform other duties consistent with this Agreement, as directed by their supervisor.
- q) Except with respect to matters addressed in an In Camera Board meeting, copies of approved Board Meeting minutes;
- i. Must be made available for viewing at the School and on the School website; and
 - ii. May be provided to WFN Members, parents/Guardians of students enrolled at the School, and School staff, upon request.

6. Decision Making Authority

a) Quorum

- i. A quorum is required to hold a Board Meeting and to address Board matters.
- ii. A quorum is four (4) Board members present.
- iii. In the event that the quorum under Section 6.a)i. of this Agreement cannot be attained or maintained due to Board member vacancies or the exclusion of Board member(s) due to conflict of interest, the remaining Board members will constitute the required quorum.
- iv. The Chair will be included in establishing quorum unless precluded by a conflict of interest.

b) Voting

- i. A majority vote of Board members present governs all Board decisions.
- ii. Board members, including the Chair, must vote either in favour of or against the matter being considered unless a conflict of interest has been identified.
- iii. The Chair, or in the absence of the Chair, the Vice-Chair, counts the votes, and confirms the result of the vote to the Recording Clerk.
- iv. The Recording Clerk records the voting results, detailing the number of "in favour" and "against" votes in the Board minutes.

c) Role of the Principal

6. Decision Making Authority (Continued)

- i. Day-to-day management and administration of the School;
 - ii. Conducting exit interviews of families leaving the school by independent interviewers and providing the results with the Board;
 - iii. Subject to the oversight of the Director of Community Services and the involvement of the Board, coordinating the processes for hiring and termination decisions of WFN of School employees;
 - iv. Ensuring the proper management and discipline of School employees;
 - v. Ensuring that financial resources are allocated for a strategic planning session every three (3) years, or on such other timeframe within a given three (3) year period as the Principal, in their discretion, deems necessary; and
 - vi. Ensuring the Board is included in the processes outlined in Section 6.c) or by School governance.
- d) **Required Approvals of Council**
- The Board must obtain the approval of Council for;
- i. Any expenditure not authorized in the School budget,
 - ii. Any contracts or agreements, other than those envisioned by the School budget or pre-approved by Council, which do, or might, bind the School or WFN,
 - iii. Any administrative decision of a major nature including, but not limited to, the hiring or termination of the Principal; and
 - iv. Implementation of the School budget, strategic plan, or any other work plan created by the Board.

7. Oversight by the Director of Community Services or Designate

The Director of Community Services or designate is responsible for ensuring there is ongoing coordination and communication between Council, the Board, and the Principal. In particular, the Director of Community Services or designate will;

- a) Attend all Board meetings and work with the Board in fulfilling its mandate, including assisting in Board training and support,
- b) Supervising the Principal and undertaking evaluations of the Principal, which must include prior discussions, input, and involvement of the Board,
- c) Implementing the School budget, strategic plan, and any other work plan created by the Board and approved by Council, through ongoing direction to the Principal,
- d) Ensuring the Board has input into hiring processes for the School, which must include input into job descriptions, job postings, and hiring committee attendance by a Board member; and

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7. Oversight by the Director of Community Services or Designate (Continued)

- e) Where necessary, working with WFN Administration to adapt and coordinate WFN governance instruments for financial, human resources, and administrative matters to meet the objectives of providing the best possible quality of education for the students, including the development and enhancement of ṅsyilxcṅ language, sylix culture, and sylix values.

8. Reporting

- a) Using the sənśíyustən School Board Semi-Annual Report (Appendix B), the Board must prepare semi-annual reports on the general affairs of the School to present to Council, delivered to the Director of Community Services or designate by January 31 and June 30 of each year.
- b) The xatus kí i? sqlaw/Chief Financial Officer must arrange for the School's audited financial statements to be delivered to the School Board once Council has approved them.

9. Conflict of Interest

- a) A conflict of interest exists where a Board member, or person in their Immediate Family, has a personal or business interest in a transaction or matter under consideration by the Board.
- b) Board members who have a conflict of interest must;
 - i. As soon as possible after becoming aware of it, disclose the nature and extent of their conflict of interest to the remaining Board members; and
 - ii. Not be in attendance at, or participate in, any portion of a Board Meeting where the matter involving their conflict of interest is being considered.
- c) When a Board member believes that a conflict of interest exists for another Board member, and the Board member with the apparent conflict has not declared the conflict, the Board member believing the conflict of interest to exist may consult with the remaining Board members for a determination on whether a conflict of interest actually exists.
- d) Board members must, after they have been appointed to the Board, disclose any contracts or other arrangements under which they will, or may, receive, payment or another benefit from the School if these contracts or other arrangements were not in place at the time of disclosure under Section 3.a)ii.6) of this Agreement.

10. Confidentiality

Board members must not release information they receive while performing Board work, or information relating to the deliberations, proceedings, and decisions of Board Meetings, unless;

- a) The information would, in any event, be public under WFN law or other applicable governance,
- b) The information was presented at a general or open Board Meeting; or

10. Confidentiality (Continued)

c) The Board, by vote at a Board Meeting, determines it is permissible to release the information.

11. Definitions

“Board Meeting” means a duly convened meeting of the Board that satisfies the requirements for notification, attendance, procedure, and recording set out in this Agreement.

“Community Representative” means a person with experience working in the field of education within the Okanagan Valley, or experience in a relevant field, including but not limited to, WFN culture, history and ḥsyilxcḥ.

“Guardian” has the same meaning as that within the Family Law Act [SBC2011] c.25, as amended.

“Immediate Family” means a spouse (including a common-law spouse), parent, grandparent, child (including adopted children or those living with you as your child), grandchild or sibling. Immediate Family also includes the spouse (including common-law spouse) of an Immediate Family member.

“In Camera” means open only to a defined group of people, for purposes of discussing matters of a confidential or sensitive nature, where disclosure to non-participants might be prejudicial to an individual or to WFN.

“Parental Representative” means a parent, grandparent, aunt, uncle, or Guardian of a student currently enrolled at the School. Parental Representatives must have the consent of the student’s parent or Guardian, if applicable.

“Presiding” means the ability to exercise authority or control over the proceedings of a meeting including, but not limited to, opening and closing meetings, directing the order of speakers, calling and conducting votes, speaking to, and acting upon, points of order, maintaining order, and generally carrying out the business of a meeting in a way that best meets the purpose and objectives of the meeting.

“syilx Elder” (łxəłłap) means a descendent of the original inhabitants of the Okanagan traditional territory who is fifty-five (55) years of age or older and who has the requisite knowledge of the community, its history, ḥsyilxcḥ, and its culture.

“Worker” (səx^wk^wuim) means any employee, volunteer, contractor, client, or other visitor who performs tasks on behalf of WFN at any WFN workplace through a formal arrangement including, but not limited to, an employment agreement, contract, or approved volunteer application.

“Youth” (stəłx^wumx) means a WFN Member between the ages of eighteen (18) and kałł?łpḥkst/thirty (30) years of age.

12. Cultural Context

a) Cultural Context of Policy

Learning has always been a central theme in traditional syilx culture. For centuries prior to first

12. Cultural Context (Continued)

contact, the syilx learned to live in harmony with the world around them. Knowledge was handed down in the form of captíkʷ+/a collection of teachings about syilx/Okanagan laws, customs, values, governance structures, and principles that, together, define and inform syilx Okanagan rights and responsibilities to the land and culture. These stories provide instruction on how to relate to and live on the land, and serve as a reminder of syilx Okanagan natural laws and protocols that need to be followed in order for future generations to survive in harmony with the tmixʷ – that which gives life. These stories are embedded in syilx Okanagan culture and language and play a vital role in cultural renewal and revitalization.

b) Cultural Context of Definitions

kaʔtíʔupn̄kst (Thirty) (30) Three (kaʔtís) tens (ʔupn̄kst).

kətc'ac'aʔtən (November) Moon of the cold (c'aʔt means cold.)

səxʷkʷuɫm (Worker) The literal translation of səxʷkʷuɫm is “the person responsible for” (səxʷ) “to work, fix, or create” (kʷuɫ). The root of səxʷkʷuɫm comes from kʷincutn, the word for “Creator”. WFN’s səxʷkʷuɫm are, in a sense, creators, working to provide important and valuable programs, services, and tools, and to solve issues as they arise, in order to ensure a productive, excellent, and fruitful government and community. The word also denotes value. Originating from the Creator, səxʷkʷuɫm have inherent value and are to be treated as such by their supervisors, colleagues, and clients.

səxʷkʷuɫm k̄l̄ yʕayʕat (Director of Operations) The Director of Operations is the səxʷkʷuɫm who is over (k̄l̄) everyone (yʕayʕat). Through their team of Directors, they oversee all WFN’s səxʷkʷuɫm.

siyaʔtən (June) Moon of Saskatoon berry (siyaʔ means Saskatoon berry.)

sk'əlwístən (September) Moon of the spawning fish (sk'əlwíst means spawning fish).

spáqtan (January) Moon of whiteout when everything is white (piq means white).

suxʷ qʷəlqʷilt (Chair) The spokesperson or the person responsible for (suxʷ) talking (qʷəlqʷilt).

syilx (Torn from the land) The syilx, the original inhabitants of the Okanagan Traditional Territory, today consisting of seven (7) First Nations located in southern B.C., Canada and the Confederated Tribes of Colville in Washington State, USA, are part of the land, with the land being a part of them. For some, this has strong spiritual connotations, and for others it is the impetus to provide for sound land and resource management principles that will benefit the current and future generations. syilx includes “yil” which references the binding together of all entities, including language – the combining of all strands to make one strong whole. This can also be interpreted as combining all the strands (districts) and making it one strong whole.

stqáʔtkʷ+niw̄t sqilxʷ (Westbank First Nation) (WFN) The people (sqilxʷ) living where wind blows (niw̄t) and forms swamps or puddles alongside a large lake (stqáʔtkʷ+). Being a windy

12. Cultural Context (Continued)

area, the winds would cause the water to wash upon the shore leaving puddles and pools to cleanse the land and which would either seep into the land, creating wet, marshy areas or wash back into the lake. This area has been identified as the portion of syilx territory from Antler's Beach/Hardy Falls area to around the Gellatly/Green Bay area (essentially from the bend in the lake along the whole shoreline) but in reality, it includes a few other areas, including x^wał mník, the area closer to Tsinstikeptum Indian Reserve #10 and many other areas that have specific place names.

sux^w q^wəlq^wilt (Chair) The spokesperson or the person responsible for (sux^w) talking (q^wəlq^wilt).

xatus kíl i? sqlaw (Chief Financial Officer) Leader (xatus) of the (kíl i?) financial well-being (sqlaw).

yílmix^wm nał səx^wk^wina?məm (Chief and Council) The Chief of WFN has been chosen by the people to be the overall manager or leader (yílmix^wm) of WFN. This leadership position is one of servanthood and self-sacrifice. Traditionally, the yílmix^wm represented the will of the people in carrying out the rights of being syilx, as well as representing the guarantee that the syilx will continue on. The yílmix^wm also represented good decisions of the people while protecting the land and the natural laws. yílmix^wm's willingness to be a good role model and lead by example through lifestyle, experience, and wisdom sets the example for səx^wk^wina?məm, the other members of Council chosen by the people to be responsible for (səx^w) working (k^w) to oversee things (ínma?m), and for the youth, and for all the people. In seeking to lead well, yílmix^wm nał səx^wk^wina?məm are dependent on each other's willingness to sacrifice for the good of others. Traditionally, səx^wk^wina?məm were those chosen to oversee hunting and fishing or to serve as a sort of enforcer of community laws but the term has now been broadened to incorporate the oversight of government. "nał" is simply the nsyilxcn term for "and".

yí səx^wk^wínma?m (Council) Those who have been chosen by the people to be responsible for (səx^w) working (k^w) to oversee things (ínma?m). Traditionally, yí səx^wk^wina?məm were chosen to oversee hunting and fishing or to serve as policeman but the term has now been broadened to incorporate the oversight of government.

?asəl ?upnkt əł mus (Twenty-four) (24) Twenty (?asəl ?upnkt) and (əł) four (mus).

?upənkst əł čilkst (Fifteen) (15) Ten (?upnkt) and (əł) five (čilkst) (5).

?upnkt əł tímł (Eighteen) (18) Ten (?upnkt) and (əł) eight (tímł) (8).

12. Appendices

Appendix A – sənsíyustən House of Learning Board Oath of Office

Appendix B - sənsíyustən House of Learning Board Semi-Annual Report to Council

sənsíyustən House of Learning Board Terms of Reference



Community. Leadership. Pride.

**Agreement
2016-04**

This Agreement was approved by Council resolution # 220912-03 on the 12th day of sk'əlwístən/September, 2022 and signed by the Interim Chief Administrative Officer (CAO)/Director of Operations on the 14th day of September, 2022.

Jim Bauer, səx^wk^wulm̓ k̓l̓ ɣsɔyɣat/Interim CAO/Director of Operations


sənsísyustən House of Learning Board Terms of Reference



Community. Leadership. Pride.


**Agreement
2016-04**

Appendix A - sənsísyustən House of Learning Board Oath of Office



Community. Leadership. Pride.

sənsísyustən House of Learning Board Oath of Office



I, _____, do solemnly declare that as an appointee to the sənsísyustən House of Learning Board (Board), I will do my utmost to;

- a) Ensure that every student enrolled in sənsísyustən House of Learning (School) is provided a quality education,
- b) Work cooperatively with stqá?tk*4niwít sqilxw/Westbank First Nation (WFN) yí səx*k*inma?m/Council, Director, Community Services or designate, and Principal in the operation of the School,
- c) Promote and respond to the interests and concerns of the WFN community as they relate to the operation of the School,
- d) Become familiar with current issues in First Nation education,
- e) Know and understand the goals and objectives of the School,
- f) Have knowledge of the Board's governance,
- g) Work co-operatively with other Board members and share in the workload,
- h) Adhere to WFN's Freedom of Information and Protection of Privacy Law and related governance,
- i) Represent the Board and the School to the public in ways that promote interest in, and support of, the School,
- j) Recognize and accept that any authority delegated to the Board rests with the Board as a whole and not with individual Board members,
- k) Refrain from dealing individually with School Workers,
- l) Refer complaints to the School's proper authorities, and refrain from individual action or advice,
- m) Ensure that the School's controversial issues are considered fairly and without bias,
- n) Attend all Board Meetings,
- o) Avoid being placed in a position of conflict of interest, and not use my position as a Board member for personal gain; and
- p) Comply with Agreement 2016-04 sənsísyustən House of Learning Board Terms of Reference and this Oath of Office.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true, and knowing it is of the same force as if made under oath and by virtue of the *Canada Evidence Act*.

Sworn before me this ____ day)
of _____, 20__ in Kelowna,) _____
British Columbia) Sensityusten School Board Position

_____) _____
Signature of Westbank First Nation Representative) Signature of Board Member

Agreement 2016-04 (Last Revised September 2022)


sənsisyustən House of Learning Board Terms of Reference



Community. Leadership. Pride.

**Agreement
2016-04**

Appendix B - sənsisyustən House of Learning Board Semi-Annual Report to Council (page 1)

 <p>sənsisyustən House of Learning Board Semi-Annual Report to Council <i>To be completed by the sənsisyustən School Board Chair or designate, in accordance with Agreement 2016-04 sənsisyustən House of Learning Board Terms of Reference.</i> <i>Community Leadership Pride</i></p>	
REPORT INFORMATION	
Report Completed by:	(Name and Position)
Date Completed:	
SCHOOL BOARD UPDATE	
<p><i>Using School Board meeting minutes and Principal's reports, identify below any highlights, or significant issues addressed by the School Board since the last update to Council.</i></p>	
<p>Language and Culture Immersion and Land Stewardship <i>(i.e. plans for researching best practices for moving towards a syilx immersion school, developing a language and culture professional development plan for School staff.)</i></p>	
<p>Community Building <i>(i.e. communications, use of School space for ḥcwxtn/community language and culture activities and other community-building events, plans for ḥcwxtn enowkḥwixw for School strategic planning, creation of a plan for the expansion of connections with ḥxḥḥap/Elders and Knowledge Keepers.)</i></p>	
<p>Student Success <i>(i.e. plans for increasing student leadership opportunities, plans for raising the profile of School scḥaḥmāyaḥ/students with the broader community, creation of a conflict management/resolution model based in restorative syilx ways and principles, school spirit, connectivity, academic performance, discipline, and success stories.)</i></p>	
<p>Programs and Curriculum <i>(i.e. audit of current curriculum and creation of a plan for its increased indigenization, scḥaḥmāyaḥ/students having increased time in timxḥ/all of creation.)</i></p>	

Q2016/04 Appendix B (Last updated: September 2022) LF Rev 01 of 01 (000)

sənsíyustən House of Learning Board Terms of Reference



Community. Leadership. Pride.

**Agreement
2016-04**

Appendix B - sənsíyustən House of Learning Board Semi-Annual Report to Council (page 2)

<p>School Promotion and Financial Sustainability (i.e. plans for maintaining the current level of enrolment, plans for increasing school revenues.)</p>	
Enrolment during this period of reporting:	Enrolment during last period of reporting:
<p>Policy (i.e. governance instrument development and strategic planning)</p>	
<p>Administrative (i.e. inter-organizational communications and Board training and development)</p>	
<p>Staffing</p>	
<p>Other</p>	
<p>Does the School Board have any recommendations or concerns they wish to discuss with Council? (If so, please list them from highest to lowest priority.)</p>	
<p>SIGNATURES</p>	
Signature and Position of Person who Completed the Report:	Date:
Signature of Senior Manager – Education & Social Development:	Date: