

LOCAL EDUCATION AGREEMENT

Between

?AKISQ'NUK FIRST NATION

and

The Board of School Trustees of

SCHOOL DISTRICT NO.6 (ROCKY MOUNTAIN)

This agreement made as of the 13th day of November,
2007.

Signed November 13, 2007

Between:

The ʔakisq̓nuk First Nation Council
(hereinafter referred to as the Band Council)

AND

The Board of School Trustees of
SCHOOL DISTRICT NO. 6 (ROCKY MOUNTAIN)
(hereinafter referred to as the Board)

is for the purchase of educational and related services from the Board, by the Band Council and from the Band Council by the Board.

WHEREAS . . .

Section 86 of the School Act provides for agreements between a Board of Education and a Band Council of a Band (or their designated authority) as defined in the Indian Act (Canada) with respect to the education of Indian students (hereinafter referred to as First Nations students).

The Band Council is the authorized agent for the purpose of entering into an agreement for the education of First Nations students.

The Board operates schools in the Province of British Columbia.

The Band Council wishes to enroll First Nations students in schools operated by the Board.

The Band Council and the Board wish to enter into an agreement for purchasing educational services to be provided by the Board to First Nations students.

The Board wishes to increase the awareness of, and appreciation for, First Nations culture and language.

The Band Council and the Board wish to strive toward achieving success for First Nations students.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1 INTERPRETATION

Within the context of this agreement, the following definitions apply:

ABORIGINAL COUNCIL ON EDUCATION means the body recognized as having authority to manage the targeted funds and monitor the progress of the Local Education Agreement (See Appendix 2).

ABORIGINAL PROGRAMS or FIRST NATION PROGRAMS means an organized set of learning activities that, in the opinion of the Board and the Band Council, is designed to enable learners to become more aware of the world from a First Nations perspective and incorporates the goals of an educational program.

COMMUNITY means the ʔakisq̓nuk First Nation, over which the Band Council has governing authority.

CONSULTATION means a process of discussion, of which records are kept, which should make every attempt to culminate in a mutually agreed upon outcome.

DROP OUT means a student that has left school voluntarily or is suspended from school, for an indefinite period of time, but who remains living in the community or within the School District's Zonal boundaries. It does not mean an individual who moves to a school that is outside of the District's jurisdiction.

EDUCATIONAL PROGRAM means an organized set of learning activities that, in the opinion of the Board, and the Band Council, is designed to enable learners to develop their individual potential and to acquire the knowledge, skills and attitudes needed to contribute to a healthy community and sustainable economy. It also includes giving individuals the ability to make informed choices in where, and how, they want to live.

FIRST NATION, LOCAL FIRST NATION means the ʔakisq̓nuk First Nation.

FTE means Full Time Equivalent, as defined by the BC Ministry of Education - which is a student enrolled on four or more courses at the secondary level. FTE for students enrolled in alternate programs (i.e. open doors) will vary depending on the student.

INDIAN, NATIVE, ABORIGINAL, OR FIRST NATIONS STUDENT means a student, identified by the Band council through the Nominal Roll process as being subject to this agreement, ordinarily residing on reserve, within the traditional territory (See Appendix I), or on federal crown land within the boundaries of the Board and who is enrolled in a school operated by the Board.

KTUNAXA means the linguistic and cultural group to which the First Nation belongs.

NOMINAL ROLL means the student data collection process required to be followed by the Department of Indian Affairs, to identify those students subject to this agreement.

PARITY means equity in access and quality of services. However, this does not mean that all students are treated the same. Parity will be taken to mean that all

students are treated as individuals in addressing issues of access and quality of service and success.

SCHOOL YEAR means the 10-month period commencing September 1 and ending on June 30 of the following calendar year.

SUCCESS means the attainment, by the First Nation Students, of those goals defined in their individual learning plan.

TARGETED DOLLARS means those funds made available by the Province, for the provision of an Aboriginal Education Program.

2. PRINCIPLES

- 2.1 First Nation students have the same rights and responsibilities as all students enrolled in School District No. 6 schools.
- 2.2 First Nation students have an Aboriginal right to quality education which reflects, respects and complements First Nation culture and traditions.
- 2.3 The Band Council has a right to involvement in the development and delivery of education programs and services to First Nation students.
- 2.4 Board policies will be respectful of local First Nation cultural goals, values and traditions.
- 2.5 Maximum educational opportunities and benefits for First Nation students will be facilitated through ongoing consultation and agreement between the First Nation and the Board.
- 2.6 The curriculum will reflect linguistic and cultural differences that exist between First Nation and non-First Nation students and will be designed to enhance the learning experience of both.
- 2.7 This agreement is deemed to be administrative in nature, and will not prejudice, define or limit, any Aboriginal right or any right defined under Treaty.

3. STATEMENT OF INTENTION

It is the intention of the parties:

- 3.1 That the Board provide the services outlined in Article 4 in return for the Band Council providing payment of the tuition fee set out in Articles 5 and 6, and the services set out in Article 5.
- 3.2 That the Band Council may negotiate with the Board for services and programs in addition to those outlined in this Agreement on a fee for services basis to be paid by the Band Council.
- 3.3 That the Board may negotiate with the Band Council for services and programs in addition to those outlined in the Agreement on a fee for services basis to be paid by the Board.

- 3.4 That the parties support and provide for the development of Ktunaxa language and culture educational opportunities which allows First Nations students to participate in the Ktunaxa culture and the culture of Canada as a whole.

4. BOARD OBLIGATIONS

- 4.1 The Board agrees to enroll and provide to First Nations students an Educational Program in accordance with the School Act and Regulations and Ministerial Orders thereunder, as amended from time to time.
- 4.2 The Board agrees to provide access and opportunity to First Nations students in a manner consistent with Board practices for all students enrolled in Educational Programs in the School District and to continue to work toward success in educational programs for First Nation students.
- 4.3 The Board agrees to appoint representation to, and support full participation in, the Aboriginal Council on Education (See Appendix 2 - ACE).
- 4.4 The Board agrees to support the integration across the curriculum, of material, which promotes an understanding and appreciation for the history, culture and language of the Ktunaxa.
- 4.5 The Board agrees to support the development of First Nations programs for all grades.
- 4.6 The Board, while following Ministry policies with respect to Special Education, agrees to the following:
- 4.6.1 A letter from the school will be sent to the ʔakisq̓nuk First Nation Band Council, or representatives, with the names of students under this agreement who are receiving or are eligible to receive, a Special Education Program. This letter will be sent after September 30 or after relevant assessments have been completed.
- 4.6.2 The Band Council may become involved with a specific student only after consent from the student s parents or guardians.
- 4.7 The Board agrees that students who are above grade level must have their learning needs addressed through the provision of enriched opportunities.
- 4.8 The Board agrees to provide enriched opportunities for those students, who in the opinion of the Board, parents, and Band Council will likely experience difficulty in achieving Dogwood Graduation and will graduate with a school leaving certificate. They must be identified, the parents and local Band Council notified, and a positive course of action will be jointly planned so as to help the student achieve success.
- 4.9 The Board agrees, in consultation with the Band council, to explore the issue of alternate discipline models, such as restorative justice,

restitution, or in-community suspension providing service to the ?akisqnuuk First Nation community.

- 4.10 The Board will encourage district schools to develop anti-racism policies and programs in consultation with Band Council representatives and the parents of the students attending district schools.
- 4.11 The Board, in consultation with Band Council, will organize regular in-service activities for teachers and support staff whom are involved in the education of First Nations students.
- 4.12 The Board agrees to invite a Band Council representative to provide advice into the hiring of education administrative personnel at district schools attended by by ?akisqnuuk First Nation students.
- 4.13 The Board agrees to assist with certification of First Nations Language Instructors through the College of Teachers.
- 4.14 The Board will include data on First Nations programs as a part of its annual reporting processes, respecting the general effectiveness of its educational programs.
- 4.15 The Board will ensure that all locally developed First Nations curriculum is implemented within all of its schools, as appropriate.

5. THE BAND COUNCIL OBLIGATIONS

- 5.1 The Band Council will pay to the Board a tuition fee as set out in Article 6.
- 5.2 The Band Council agrees to foster the importance of education within the homes of First Nations students represented by the Band Council, in particular the necessity for students to maintain regular attendance.
- 5.3 The Band Council agrees to appoint representation to, and support full participation in, the Aboriginal Council on Education (See Appendix 2 - ACE).
- 5.4 The Band Council agrees to promote the active participation and involvement of First Nations parents and other members of the community in the education of their children.
- 5.5 The Band Council agrees to provide the Board on request with lists of resource people having expertise in various First Nations cultural, educational, and governmental issues.
- 5.6 The Band Council agrees to share the responsibility of educating First Nations students that are subject to this agreement with the Board.

6. TUITION FEES

- 6.1 Subject to this Article, the Band Council shall pay to the Board the annual tuition fee according to the schedule described in Section 6.7 for each full time equivalent First Nations student subject to this agreement

and enrolled in the School District as of September 30th of each school year.

- 6.2 A First Nations student enrolled in the school district as of September 30th of a school year shall be deemed to be in attendance for the entire School Year. However, should a student dropout, efforts must be undertaken (see Sections 4.8 and 5.6) to have them return to school as quickly as possible. In the event that the student does not return to school on or before the commencement of the second semester of the same school year, the Superintendent or designate shall advise the Band Council. If requested by either party, the parties shall meet for consultation on the question of adjustment of payments for that student and payment shall be adjusted if the parties so agree. In such consultation, the parties shall take into account the continued attendance of the student, but may also consider such additional circumstances as enrolment of unfunded students, or additional support needs of other First Nation students. Any student enrolled after September 30th, is entitled to attend school in the District.
- 6.3 The amount of the annual tuition fee for each full time equivalent First Nations student shall be the amount determined by the Ministry of Education in the final calculation of the District's funding on a per pupil basis.
- 6.4 The estimated total of the annual tuition fees payable to the Board by the Band Council for a school year shall be determined based on June totals of the proceeding school year and adjusted, at the time that the final calculation of the per pupil funding is known, and to reflect actual enrolment figures.
- 6.5 September 30 enrolment figures collected through the nominal roll process shall be:
 - 6.5.1 Certified by the board, and/or its representatives;
 - 6.5.2 Certified by the Band Council, and/or its representatives; and
 - 6.5.3 Reviewed, and when necessary, adjusted against the final nominal roll summary provided by the Department of Indian Affairs to the Band Council and the Board.
- 6.6 The total tuition fees payable for the school year shall be paid by the Band Council to the Board on a monthly basis upon receipt of an invoice.
 - 6.6.1 In the event that the Federal Government changes the payment schedule for transmitting funds to the Band Council, the tuition payment can be altered with mutual agreement.
- 6.7 In the event of a strike or lockout, the parties will meet to discuss possible adjustments to tuition fees for that period..

7. TERMS

This agreement shall come into force upon signing and, subject to Article 9.0, shall continue in force for an indefinite term, being reviewed annually to ensure effectiveness, unless terminated by the parties in accordance with the following Article.

8. TERMINATION

8.1 Notwithstanding any other provision of this agreement, the Band Council or the Board may terminate this Agreement by giving written notice to the other party at least ninety (90) days before June 30, of any school year.

8.2 Where notice is given under Section 8.1, this agreement will terminate on June 30 following the date the notice is given and the parties will be under no further obligation to each other except that:

8.2.1 The Band Council shall pay to the Board the balance of annual tuition fees owing to the Board by the Band Council for the remainder of the school year in which notice is given,

8.2.2 And the Board shall pay to the Band council any funds outstanding for services contracted.

8.2.3 Any arrears of tuition and other amounts owing for other services and programs provided by the Board as outlined in Section 3.1.2 would also be settled by June 30 of that school year.

8.3 If either party feels the Terms and Conditions of this agreement are not being met, a meeting must be held to discuss the concerns. If the problems cannot be resolved, the dispute will go to binding arbitration and be resolved within 30 days of going to arbitration.

8.3.1 In the event that binding arbitration is necessary, each party to this Agreement will choose one member to sit on the arbitration panel. These members will, in a timely manner, select a mutually agreed upon third member to the panel. This third member will act as Chair.

8.3.2 Terms of Reference for Arbitration Panel

8.3.2.1 *Purpose:* The purpose of the arbitration panel is to render decisions regarding any disputes arising from the LEA.

8.3.2.2 *Authority:* The Rocky Mountain School District Board and the ?akisqnuq First Nation Band Council agree to strike this panel as reflected in an Arbitration Agreement between the Rocky Mountain School District (RMSD) and the ?akisqnuq First Nation.

8.3.2.3 *Issues:* The disputes being considered are those determined by the Dispute Determination Process.

- 8.3.2.4 Meeting: The process of arbitration shall begin as soon as an Arbitration Agreement is signed. The panelists will convene a hearing at a mutually agreeable date, time and location.
- 8.3.2.5 Documents: The parties to the Arbitration Agreement are responsible for providing documents to the panel and the other party prior to the meeting day. The Local Education Agreement between the ?akisqnuq First Nation Council and School District No. 6 (Rocky Mountain School District) is the primary document but the parties may present any documents germane to the process. Other documentation can be presented at the hearing but must be provided to the other party as well.
- 8.3.2.6 Reports: The panel will provide a decision regarding the dispute(s). All decisions will be binding to both parties. The report must be issued by the panel within fourteen (14) days of the conclusion of the hearing.
- 8.3.2.7 Presentations: Each party will present its case according to a schedule and process determined by the panel.
- 8.3.2.8 Sharing of Costs of Arbitration Process: Each party shall pay the costs of their delegate. The costs of the chair and other costs of the hearing, approved by the panel, will be shared equally by the two parties.

8.3.3 Dispute Determination Process

- 8.3.3.1 The Arbitration Panel will review the written submissions from each party as provided for in Section 8.3.2.5 of the Terms of Reference and develop a list of disputes.
- 8.3.3.2 The Panel may seek clarification from each party prior to developing this list of disputes.
- 8.3.3.3 The list of disputes will be provided to each party forty-eight (48) hours prior to the hearing, and the parties may respond during their presentation at the hearing.

9. RENEGOTIATION

Either party may give notice to the other requiring a meeting to consider amendments to this agreement if there is any change in the present method of allocating the tuition fee by the Ministry of Education to the Board, or the Federal Government to the Band.

10. NOTICES

- 10.1 Any notice, claim, consent, waiver, statement or other document or payment that either party may be required or may desire to give or

deliver to the other will be conclusively deemed validly given or delivered or to be received by the addressee, if delivered personally on the date of delivery, or if mailed, on the third business day after the mailing of the same in Canada by registered mail.

- 10.2 Either party may, from time to time, give the other written notice of any change of address of the party giving such notice and from and after the giving of such notice, the address therein specified will, for the purpose of Section 10.1, be conclusively deemed to be the address of the party giving the notice.

11 MONITORING THE AGREEMENT

An Aboriginal Council on Education shall be created by the parties to this agreement to monitor the implementation of this Agreement, and to suggest any changes or improvements to this agreement. Terms of Reference for the Aboriginal Council on Education are attached to this agreement as Appendix 2.

12 REFERENCES

- 12.1 Every reference to the Band Council will include the Chief Band Councillor and Band Council members, and any persons designated by the Band Council to act for or on their behalf with respect to any provision of this agreement.
- 12.2 Every reference to the Board will include the Chairperson of the Board, the Superintendent of Schools, and any persons designated by the Board to act for or on their behalf with respect to any provision of this agreement.

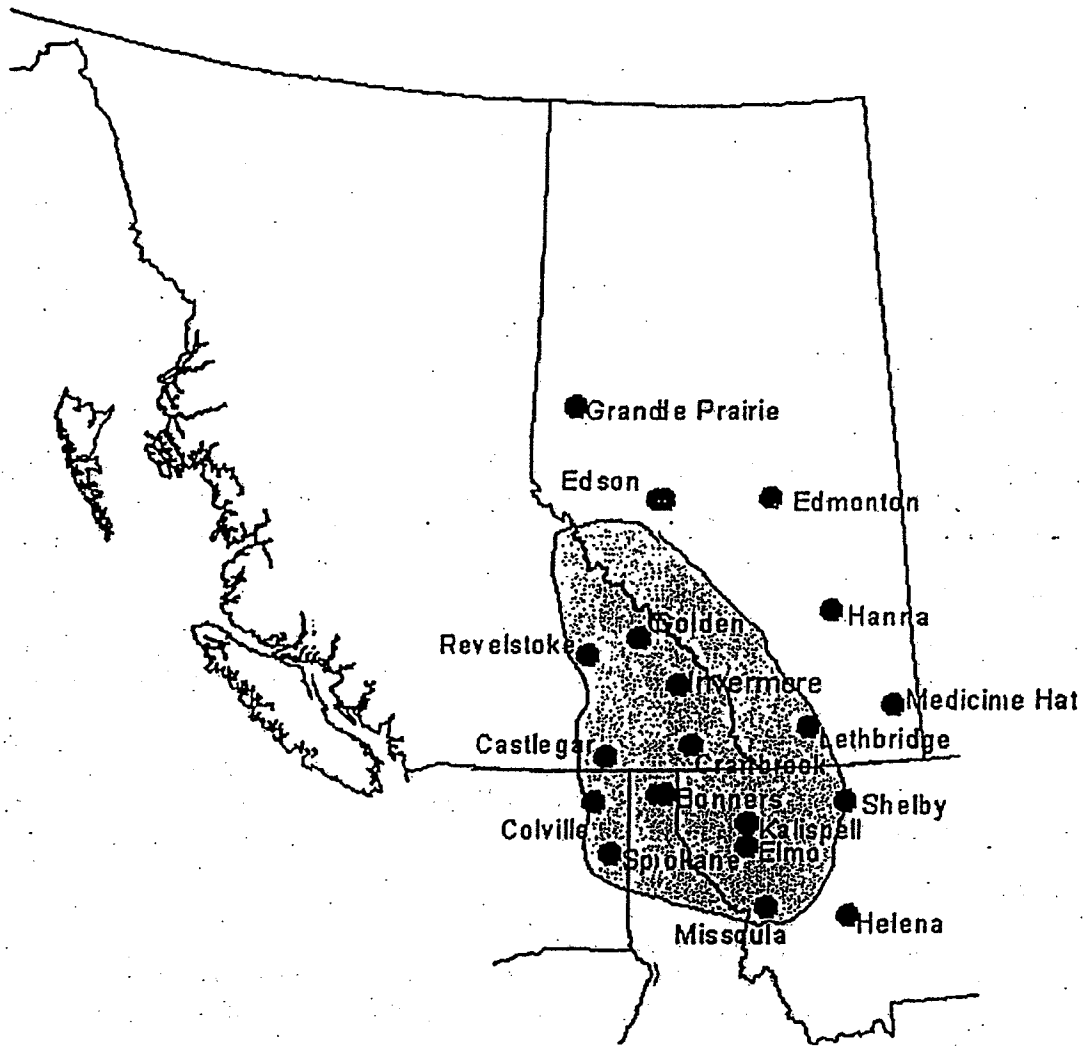
13. GENERAL

- 13.1 The reference to a statute in this agreement, whether or not that statute has been defined, means a statute in the Province of British Columbia or Canada, unless otherwise stated, and includes all amendments to it, the regulations under it and any enactment passed in substitution therefore or replacement thereof.
- 13.2 This agreement will be governed by and construed in accordance with the laws in force in the Province of British Columbia and the Federal Laws of Canada.

Appendix 1 Ktunaxa Traditional Territory

Appendix 2 Aboriginal Council on Education (ACE)

Appendix 1 - KTUNAXA NATION TRADITIONAL TERRITORY



Appendix 2 **ABORIGINAL COUNCIL ON EDUCATION (ACE)**

1. PURPOSE

To ensure regular and open communication and agreement regarding the education of Aboriginal students of the ʔakisq̓nuk First Nation.

2. MANDATE

2.1 The ACE will act as an advisory committee which will regularly examine, monitor and/or assist in the progress and direction of Aboriginal Education Programs for ʔakisq̓nuk First Nation students enrolled in the Rocky Mountain School District.

2.2 The ACE shall advise and make recommendations to the RMSD District Management Team or directly to the Board (if applicable) on such matters as:

2.2.1 The nature and direction of Aboriginal Education Programs in the RMSD;

2.2.2 The confirmation, allocation/expenditure of Aboriginal targeted supplemental funds for ʔakisq̓nuk First Nation students;

2.2.3 The nature and direction of Support programs or initiatives for Aboriginal students in the RMSD;

2.2.4 The clarification and confirmation of the annual nominal roll for ʔakisq̓nuk First Nation students;

2.2.5 The monitoring of the ʔakisq̓nuk First Nation Local Education Agreement; and

2.2.6 Other issues mutually agreed upon.

3. ROLE OF THE ACE

3.1 To assist, advise and direct the expenditure of all Targeted Dollars allocated for Aboriginal programming of ʔakisq̓nuk First Nation students.

3.2 To improve the learning environment at all levels of the school system so that ʔakisq̓nuk First Nation students gain maximum benefit from their formal education.

3.3 To assist in the development of educational programs for ʔakisq̓nuk First Nation students which enhance academic and vocational skills, while promoting personal, social and cultural growth.

3.4 To assist in the development of programs designed to increase the awareness and appreciation of the Ktunaxa people and culture as well as all Aboriginal peoples and cultures.

3.5 To give advice, recommendations and direction to the School District in matters pertaining to Aboriginal programming.

3.6 To appoint Aboriginal Representatives from the ACE to participate in the selection/hiring process (i.e., posting, reference checking, interviewing, and short-listing) of staff hired through the ʔakisq̓nuk First Nation Aboriginal Targeted Dollars.

- 3.7 To assist with the monitoring, collaboratively with the RMSD, of the staff hired through targeted dollars.
- 3.8 To advocate on behalf of ?akisq̓nuk First Nation students to ensure that their needs are met by Aboriginal programs within the RMSD.
- 3.9 To seek the advice of Band elders, Chief and Council and other resource people such as school/Band staff.
- 3.10 To discuss and make recommendations on any local or Ministry initiated curriculum changes that affect Aboriginal programs or services.
- 3.11 To discuss and make recommendations on the integration, in appropriate places in the curriculum, of material which promotes an appreciation for the history, culture, and language of the Ktunaxa.
- 3.12 To promote, within the schools, any opportunity for Aboriginal students to participate in career exploration activities, including visits to post-secondary institutions.
- 3.13 To encourage and support RMSD schools to offer comprehensive extracurricular programs.
- 3.14 To assist with and support the organization of regular in-service activities for teachers and support staff who are involved in the education of Aboriginal students.
- 3.15 To advise and participate in the hiring of educational administrative personnel at RMSD schools attended by ?akisq̓nuk First Nation students.

4. ROLE OF THE RMSD

- 4.1 To provide advice to the ACE regarding all matters pertaining to the expenditures of ?akisq̓nuk First Nation Aboriginal Targeted Dollars.
- 4.2 To ensure that the funding recommendations/allocation advice of the ACE with respect to the expenditure of ?akisq̓nuk First Nation Aboriginal Targeted Dollars are implemented.
 - 4.2.1 Where it is not possible to implement a recommendation as per the direction of ACE, a meeting will be held immediately with the Superintendent to discuss the reasons why and determine an appropriate course of action.
- 4.3 to ensure that ?akisq̓nuk First Nation representatives from the ACE participate in the selection and hiring process (i.e. posting, reference-checking, interviewing, and short-listing) of staff hired through the ?akisq̓nuk First Nation Aboriginal Targeted Dollars;
- 4.4 to ensure that any information pertaining to Aboriginal education relevant to the ?akisq̓nuk First Nation and the proceedings of meetings at the ACE are distributed to members on a timely basis.

5. ACE FRAMEWORK

- 5.1 The ACE will consist of the following five (5) members, with no person occupying more than one position at a time:

- 5.1.1 One (1) ?akisq̄nuk First Nation Council member or a designate (appointed by the ?akisq̄nuk First Nation Council)
- 5.1.2 The ?akisq̄nuk First Nation Education Coordinator;
- 5.1.3 One ?akisq̄nuk First Nation parent (appointed by the ?akisq̄nuk First Nation Council);
- 5.1.4 The RMSD Assistant Superintendent Learning Leadership and Student Services
- 5.1.5 One RMSD Principal (appointed by the RMSD); and
- 5.1.6 Ex-officio non-voting members (Superintendent, Chief, School Trustees, Band Councillors, Principals).

5.2 VOTING PROCEDURES

- 5.2.1 In the event that consensus is not reached in making a decision or recommendation, members of the ACE will have one vote each.
- 5.2.2 In the event of the absence of an ACE member, an alternate may be appointed to attend the meeting in the ACE member s place.
- 5.2.3 Written authorization for each appointed ACE member and an alternate will be provided by the appointing body.

5.3 MEETING PARTICIPANTS

Other individuals may also be invited to attend ACE meetings and provide guidance upon the request of the ACE.

5.4 MEETING FORMAT/PROCEDURE

5.4.1 Chairmanship

5.4.1.1 The duties of the Chair for the ACE Meetings will be shared by two representatives: one appointed by and from the ?akisq̄nuk First Nation ACE representatives; and one appointed by and from the RMSD ACE representatives.

5.4.1.2 It will be the responsibility of the Co-chairs to develop the agenda for each meeting and to circulate it to the other ACE members.

5.4.2 Procedure:

- 5.4.2.1 An ACE meeting will proceed only when the Co-chairs determine that there is a quorum (4 members) present.
- 5.4.2.2 A recording secretary will be determined before the meeting starts.
- 5.4.2.3 The ACE will adopt the rules of order and observe them throughout the proceedings of each meeting.
- 5.4.2.4 A list of regular ACE members will be maintained by ACE Co-chairs.

5.4.3 Frequency:

- 5.4.3.1 Meetings shall be held regularly with the first meeting in August, followed by meetings in October, January, March and May of each school year.
- 5.4.3.2 Dates and times of meetings will be established by the Co-chairs.
- 5.4.3.3 An emergency meeting may be called by the Co-chairs with the consent of a majority of members.

5.4.4 Location:

All meetings will be held at the ?akisqnuuk First Nation Hall unless the ACE approves an alternate meeting site.

5.4.5 Decision Making:

- 5.4.5.1 Decisions, approvals, and recommendations will be made by consensus where possible.
- 5.4.5.2 When necessary to make a decision not reached through consensus, a vote requiring the participation of all ACE members.

5.4.6 Recommendation procedure:

Any recommendations requiring the support and/or action of the RMSD/?akisqnuuk First Nation will be in the form of motions brought to the appropriate authority. Such recommendations would be consistent with the mandate of the ACE.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written below.

Dated this 13th day of November, 2007 at Windermere, British Columbia.

Signed:

?akisq̓nuk First Nation
Windermere, British Columbia

Per: Wif. Leneese
Chief

Per: Beatrice Stevens
Band Councillor

Per: [Signature]
Band Councillor

Board of School Trustees
School District No. 6 (Rocky Mountain School District)

Per: [Signature]
Board Chair

Per: D. Miller
Superintendent

Per: [Signature]
Secretary Treasurer